

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL, PRINCIPAL
BENCH, NEW DELHI.**

ORIGINAL APPLICATION NO. 399 OF 2025

IN THE MATTER OF:

Court on its own motion regarding news item titled "Kangra families on edge as 4 lane work threatens homes published in the Tribunal dated 27.07.2025.

VERSUS

STATE OF HP & ORS.

...Respondent/s

INDEX

Sr. No.	PARTICULARS	PAGES
1.	Reply on behalf of Respondent No. 3 i.e. Irrigation and Flood control department through Secretary, Jal Shakti, alongwith supporting affidavit.	1-3
2.	Vakalatnama	4

**FILED THROUGH
COUNSEL FOR THE RESPONDENT No. 3**

ANIL JARYAL
Chamber No.109, Block-03
Delhi High Court.
Email: aniljaryal07@gmail.com
Mob:9871277207

Dated: 03.12.2025

**BEFORE THE NATIONAL GREEN TRIBUNAL PRINCIPAL BENCH,
NEW DELHI**

Original Application No. 399/2025

News Item titled "Kangra families on edge as 4 lane work threatens homes" published in The Tribunal on 27-07-2025.

1. Himachal Pradesh Disaster management Authority Through Principal Secretary, H.P Secretarial, Shimla-175002

Email:-Revsecy-hp@nic.in

2. Ministry of Road Transport and Highways Through its Chairperson.

Ministry of Road Transport & Highways Transport Bhawan, 1.Parilament street New Dehli-110001

Email:-chirman@nhai.org

3. Irrigation and Flood Control Department Through The Secretary, State of Himachal Pradesh-171005 Jal Shakti Vibhag

Email:-iph-hp@nic.in/hpirrg@reduffmail.

4. Himachal Pradesh State Pollution Control Board Through its Member Secretary, Him Parivesh, Phase-III, New Shimla 171009,Himachal Pradesh

Email:-mspeb-hp@nic.in/msppcb@gmail.com

Reply by way of Affidavit on behalf of Respondent No.3 by the Superintending Engineer, Jal Shakti Circle, Dharmshala, Distt Kangra (H.P)

I, Vishal Jaswal, S/O of H.R Jaswal, resident of Village & Post Office Dhawala (Renta), Tehsil Dehra, Distt Kangra H.P. aged 49 years presently working as Superintending Engineer, who is competent and duly authorized to swear and file the present affidavit do hereby solemnly affirm and declare as under:-

ATTESTED
2
Oath Commissioner
Dharamshala


Superintending Engineer
Jal Shakti Circle
Dharamshala

1. That the Hon'ble Tribunal has passed an order dated 7-08-2025 wherein directed the respondents for filing their response/reply by way of affidavit before the Tribunal at least one week before the next date of hearing. Further on 03.11.2025 another order passed by the Hon'ble NGT directed the replying respondent No.3 to file reply within four weeks. The present Affidavit in reply is being filed accordingly.
2. That the Department of Jal Shakti Vibhag, Government of Himachal Pradesh has the primary responsibility for development, operation and maintenance of the water-related infrastructure of the state. These include critical functions such as drinking water supply, sewerage system, irrigation system and flood protection works. The department is presently catering to the water supply needs, irrigation needs, providing sewerage system and taking up the flood management works in the State.
3. That the department is carrying out following physical activities such as construction of drinking water supply schemes / Irrigation schemes / Sewerage schemes / Flood Protection works under various programs from concept to commissioning. Monitoring of Water quality to ensure safe drinking water; Monitoring of Physical & Financial progress of various schemes/ Projects under different Sectors; Installation/maintenance of Hand pumps and maintenance of schemes constructed under various sectors are other work areas.

ATTESTED
Oath Commissioner
Dharamshala


Superintending Engineer
Jal Shakti Circle
Dharamshala

4. That the department Jal Shakti Vibhag does not undertake work protection of damaged houses. It is submitted that the scope of work for raising protection by Jal Shakti Vibhag only confined to its schemes/assets. The incident narrated by the news item does not come under the purview of Jal Shakti Vibhag. The basic public utility needs like any damage at site have been taken care of by the NHAI contractor company and will also be look after in future by them. The damage to the water supply pipe lines etc. has been restored by the contractor company itself without intervention of the department Jal Shakti Vibhag. At present there is no water supply scarcity in the affected area.

Place:- Dharamshala.

Dated:-25/11/2025


Superintending Engineer
Jal Shakti Circle
Dharamshala

Verification:-

I, the above named deponent, do hereby verify that the contents as contained in para 1 to 4 of this affidavit of mine are true and correct as derived from the official record of the Department of Jal Shakti Vibhag. No part of it is false and nothing material has been concealed therein.

Verified at Dharamshala on this day 25th of November, 2025.



Certified that the this affidavit has been read over and explained in vernacular/English to Hind Y. K. S. S.
Deponent Y. K. S. S. seemed to have perfectly understood the same at the time of making thereof.
Oath Commissioner S


Superintending Engineer
Jal Shakti Circle
Dharamshala

Certified that the above was declared on oath/soleman affirmation before me at 25/11/2025 this day of 25/11/2025 by Sri/Smt. Y. K. S. S. deponent, who is personally known to me/Identified by Sh. Abhishek S. S. who is personally known to me
Oath Commissioner S

No. 2346 Date 25/11/25 Time 4:40 PM
Deponent is Identified by Sh. Abhishek S. S.
Sig of the Identifier S
Oath Commissioner S

ATTESTED

Oath Commissioner
Dharamshala

IN THE COURT OF NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH, DELHI
Suit/Appal No. OA - 399/2025 JURISDICTION OF 201

In re:-
NEWS ITEM TITLED 'KANGRA FAMILIES ON EDGE OF
4 LANE WORK THREATENS HOMES' PUBLISHED ON - 27.07.25.
Plaintiff(s) or Petitioner(s)
Appellant(s) Complainant(s)

VERSUS
STATE OF HP. & ORS.
Defendant(s) / Respondent(s) / Accused Know all to whom
these Present shall come that I/we I. VISHAL JASWAL, S/O H.R. JASWAL, POSTED AS
SUPERINTENDING ENGINEER, JAL SHAKTI CIRCLE, DHARAMSHALA.
The above named... RESPONDENT NO. 3.

.....do hereby appoint
ANIL JARYAL, ADV. - D/3587/16
Ch. 109, Block-03, DELHI HIGH COURT.

(herein after called the advocate/s) to be my / our Advocate in the above - noted case authorize him:-
9871277207.

To act, appear and plead in the above-noted case in this court or in any other court in which the same
may be tried or heard and also in the appellate court including High Court subject to payment of fees separately
for each court by me/us.

To sign file, verify and present pleadings, appeals cross-objection or petition
revision, withdrawal, compromise or other petitions or affidavits or other documents as m
or proper for the prosecution of the said case in all its stages subjects to payment of fees for

To file and take back documents, to admit and/or deny the documents of opposite

To withdraw or compromise the said case or submit to arbitration any differences
that may arise touching or in any manner relating to the said case.

To take execution proceedings on paying separate fee.

To deposit, draw and receive money, cheques, cash and grant receipts hereof and to do all
other acts and things which may be necessary to be done for the progress and in the course of the
prosecution on the said case.

To appoint and instruct any other Legal Practitioner authorizing him to exercise the power and
authority hereby conferred upon the Advocate whenever he may think fit to do so and to sign the
power of attorney on our behalf.

And I/we undersigned to hereby agree to ratify and confirm all acts done by the Advocate or
his substitute in the matter as my/our own acts, as if done by me/us to all intents and purpose.

And I/we undertake that I/We or my/our duly authorized agent would appear in court on all
hearings and will inform the Advocate for appearance when the case is called.

And I/We undersigned do hereby agree not to hold the advocate or his substitute responsible for the
result of the said case. The adjournment costs whenever ordered by the court shall be of the Advocate which he
shall receive and retain for himself.

And I/we undersigned do hereby agree that in the event of the whole or part of the fee agreed by me/us
to be paid to the advocate remaining unpaid he shall be entitled to withdraw from the prosecution of the said case
until the same is paid up. The fee settle is only for the above case and above Court. I/We hereby agree that once
the fee is paid, I /We will not be entitled for the refund of the same in any case whatsoever and if the case
prolongs for more than 3 years the original fee shall be paid again by me/us.

IN WITNESS WHERE OF I/We do hereunto set my/our hand to these presents the contents of which have
been understood by me/us on this 03.12.25 Day of.....201 Accepted subject to the terms of
the fees.

Advocate

[Signature]
ANIL JARYAL (ADV)
D/3587/16.

I Identify the Signature/Thumb Impression of Below Mentioned Person,

Signed In My Presence. The Client.

[Signature]
Client

[Signature]
Client

Superintending Engineer,
Jal Shakti Circle, Dharamshala

