

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,  
NEW DELHI

ORIGINAL APPLICATION NO. 1099 OF 2024

IN THE MATTER OF:

RAVI SHANKER & ORS.

...APPLICANTS

VERSUS

STATE OF HARYANA & ORS.

...RESPONDENTS

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**RESPONDENT NO. 4**

**THROUGH**

*Mehul Parti*

**Mr. Mehul Parti, Adv.**

Chandhiok & Mahajan

Advocates and Solicitors

C-524, Defence Colony,  
New Delhi-110024

**Date:** 13/08/2025

**Place:** New Delhi

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,  
NEW DELHI  
ORIGINAL APPLICATION NO. 1099 OF 2024**

**IN THE MATTER OF:**

RAVI SHANKER & ORS.

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VERSUS

STATE OF HARYANA & ORS.

...RESPONDENTS

**REPLY ON BEHALF OF THE RESPONDENT NO. 4 TO THE  
CAPTIONED APPLICATION FILED BY THE APPLICANTS BEFORE  
THE HON'BLE TRIBUNAL**

**MOST RESPECTFULLY SHOWETH:**

1. The present reply is being filed on behalf of Respondent No. 4 in response to the letter petition dated 01 January 2024 registered by this Hon'ble Tribunal as Original Application bearing number 1099 of 2024 (**Application**).
2. The Respondent No. 4 is a duly registered Category-I Infrastructure Provider ("IP-I") with the Department of Telecommunications, Government of India for providing passive telecommunication infrastructure to licensees/ mobile telecom operators providing active infrastructure, such as BSNL, Airtel, Reliance Jio, Vodafone Idea, etc. on a non-discriminatory and sharing basis.

3. In the Application, the Applicants have alleged that the operation of a Digital Generator Set (“**DG Set**”) installed by the Respondent No. 4 at Khewat No. 864//937, Khatauni No. 938, Kila No. 103//116, Village Bohar, Tehsil District Rohtak, Haryana (“**Leased Premises**”) is causing noise and air pollution in the surrounding area. The Respondent No. 4 denies all the averments and allegations made by the Applicants. Unless specifically set forth and traversed, nothing contained in the Application shall be deemed to be admitted for want of specific denial.
4. At the outset itself, it is relevant to bring to the attention of this Hon’ble Tribunal that the subject DG Set concerning which the Application was filed by the Applicants is not in operation since 12 May 2024.
5. In fact, the non-operational state of the DG Set has been admitted by the Applicant No. 1 during the hearing dated 29 May 2025 and recorded in the Order dated 29 May 2025 passed by the Hon’ble Tribunal. The relevant extracts of the Order dated 29 May 2025 are extracted below:

*“The applicant has submitted that the tower and DG sets are not operational but the same have not yet been removed.”*
6. In view of the admitted position that the DG Set is not in operation since 12 May 2024, no cause of action survives against Respondent No. 4. Accordingly, the present application is liable to be dismissed on this ground alone.
7. It is also relevant to note that the Respondent No. 4 had terminated the lease deed by way of which the DG Set was installed at the Leased Premises (“**Lease Deed**”). The said Lease Deed was executed by the Respondent No.

- 4 with Mr. Kaptan Singh i.e., the owner of the Leased Premises and terminated by the Respondent No. 4 by way of termination letter dated 06 June 2024. A copy of the termination letter is annexed herewith and marked as **Annexure R-1**.
8. In the letter of termination, the Respondent No. 4 specifically called upon the Respondent No. 5 to provide unhindered access to the Leased Premises for removal of the mobile tower equipment and the DG Set. However, despite issuance of the termination note, the Respondent No. 4 has not been able to dismantle or retrieve its equipment due to the civil dispute being raised by the owner of the Leased Premises.
  9. Pertinently, during the hearing dated 29 May 2025, the Respondent No. 4 also apprised this Hon'ble Tribunal that on account of some civil dispute, the owner of the leased premises i.e., Mr. Kaptan Singh is not allowing the Respondent No. 4 to remove the mobile tower equipment and DG Set.
  10. In view of this, this Hon'ble Tribunal considered that the presence of the owner of the Leased Premises would be necessary. Accordingly, this Hon'ble Tribunal was pleased to implead the owner of the Leased Premises, Mr. Kaptan Singh as Respondent No. 5 to the present proceedings.
  11. It's relevant to note that in view of the ongoing disputes with the Respondent No. 5, the Respondent No. 4 has initiated pre-litigation mediation under the applicable law in order to amicably resolve the matter. The mediation is titled as *Indus Tower Limited through Jaibir Singh v. Kaptan Singh* bearing Pre-litigation Mediation No. 25 of 2025 and the same is pending before the Ld. Mediator. Copies of orders passed by the Ld. Mediator is annexed herewith and marked as **Annexure R-2 (Colly.)**.

12. It is evident from the above that Respondent No. 4 is actively pursuing lawful and appropriate remedies to resolve the dispute arising out of the Lease Deed and recover its equipment including the DG Set from the Leased Premises.
13. Without prejudice to the foregoing, it is submitted that the reliefs sought by the Applicants in their letter petition dated 01 January 2024 i.e., a request for a direction restraining Respondent No. 4 from using the DG Set and to instead adopt electric battery-based alternatives have become wholly infructuous in view of the non-operation of the DG Set and termination of the Lease Deed. The Respondent No. 4 is not and does not intend to operate from the Leased Premises in future as well. As such, nothing further survives in the matter.
14. In light of the foregoing, it is respectfully prayed that the captioned application be dismissed as infructuous, with no further orders being warranted in the matter.

  
RESPONDENT NO. 4  
THROUGH

*Mehul Parti*

**Mr. Mehul Parti, Adv.**  
Chandhiok & Mahajan  
Advocates and Solicitors  
C-524, Defence Colony,  
New Delhi-110024

**Date:** 13/08/2025

**Place:** New Delhi

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,  
NEW DELHI  
ORIGINAL APPLICATION NO. 1099 OF 2024



IN THE MATTER OF:

RAVI SHANKER & ORS.

...APPLICANTS

VERSUS

STATE OF HARYANA & ORS.

...RESPONDENTS

AFFIDAVIT

I, Manish Kumar Singh, S/o Late. Yogendra Singh, aged about 49 years, working with Respondent No. 4 as Circle Legal Head and is the authorised representative of Respondent No. 4, having its registered office at Building no. 10, Tower A, 4<sup>th</sup> Floor, DLF Cyber City, Gurugram, Haryana, India, 122002, presently at Hisar, Haryana, do hereby solemnly affirm and state as under:

1. I am the authorised representative of Respondent No. 4 and am fully conversant with the facts and circumstances of the case and as such competent to swear this Affidavit.
2. I have read and understood the contents of the accompanying reply, which has been prepared under my instructions. The contents thereof are based on my knowledge derived from official records and the legal advice received and believed by me to be true and correct and nothing material has been concealed therefrom.



3. I say that nothing herein is false and nothing material has been concealed therefrom, to the best of my knowledge.

*[Signature]*  
DEPONENT

VERIFICATION

Verified at Haryana on this 13th day of August 2025 that the contents of paragraphs 1 to 3 of the above affidavit are true to my knowledge and nothing material has been concealed therefrom.

*[Signature]*  
DEPONENT



-1864  
13-08-25

IT  
KAN  
R.H  
VT  
NC  
F  
GC

Identified by

*[Signature]*

DHIRAJ. PAWAR  
ADV.

8/1426/1999  
DISH-Court, Hisar. (Hary)

Attested as Identified  
*[Signature]*  
NOTARY, HISAR

13 AUG 2025

indus  
TOWERS

**By Speed Post AD**  
**Without Prejudice**

**IN-1342646**  
**06-June-2024**

**To.**  
**Kaptan Singh**  
**S/o Meer Singh , VPO Bohar Teh & Distt Rohtak Haryana 124021**

**Subject:** Notice for Termination of the Agreement.  
**Ref:** Lease Deed Agreement dated **5/22/2018 (mm/dd/yyyy)**

Dear Sir/ Madam(s),

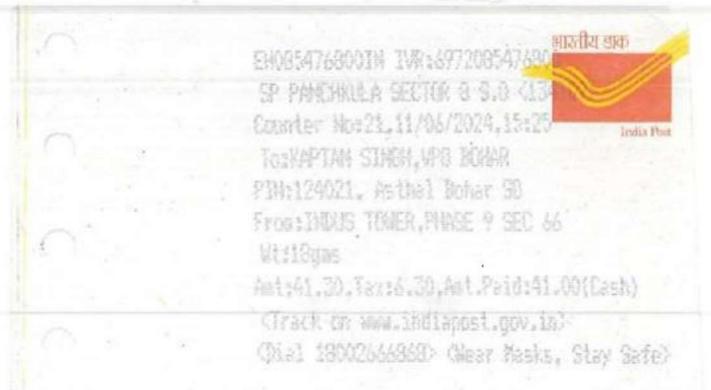
This in reference to the Lease Deed Agreement dated **5/22/2018 (mm/dd/yyyy)** ("hereinafter referred to as the "Agreement") entered into by you, whereby for and in relation to the Premises at the Property, Indus has all the legal and contractual rights, including as that of right of access and use under the terms of the Agreement. All capitalized terms, unless specifically provided for herein, shall have the meaning as ascribed to it in the Agreement.

Pursuant to the Clause **9.1** of the Agreement, Indus is hereby giving you **30 days'** prior written notice for termination of the Agreement. Upon expiry of above notice period, i.e., from **7/6/2024 (mm/dd/yyyy)** the said Agreement shall stand terminated for all purposes ("Effective Date of Termination"). Kindly note that the Effective Date of Termination Indus shall not be liable for payment of any money under whatsoever name or nature either to you or any third party.

You are called upon to provide unhindered access to Indus, its agents, representatives, contractors, etc., for removal of Equipment(s) apparatus, appliances etc., if any from the Premises. Please note that as per the terms of the said Agreement duly signed by you and contractually agreed upon, and where Indus in best of its efforts and due to no fault on its part but due to action(s)/inaction(s) on your part, Indus would not be able to remove Equipment(s) from the Premises, till the time the Equipment(s) is/are lying at the Premises, it shall not be construed that Indus is in illegal possession or occupant of the Premises. Further, Indus shall not be liable or responsible in any manner whatsoever, including for any monies and or any Rent/Fee to you. Additionally, you shall be liable to pay damages to under the said Agreement as well as under the law till Indus removes all of its Equipment(s) from the Premises.



(Authorized Signatory)



**Indus Towers Limited**

**Office Address:** Bestech Business Towers, 1st Floor, Tower A, Industrial Plot No. 1, Phase - 9, Sector - 66, SAS Nagar (Mohali), India

**Registered Office:** Building No. 10, Tower A, 4th Floor, DLF Cyber City, Gurugram - 122 002, Haryana, India

CIN: U92100HR2007PLC073822 | Tel: 0124-4296766 | Fax: 0124-4289333 | Email: info@industowers.com

www.industowers.com

REGISTERED POSTNo. 532 /PLM/(Med. & Con. Cell)

From

The Director,  
Mediation & Conciliation Centre,  
Punjab & Haryana High Court,  
Chandigarh.

To

**Jaibir Singh**  
Indus Towers Limited  
R/o Bestech Business Tower, 1st Floor,  
Tower-A, Industrial Area Plot No. 1,  
Phase-9, Sector 66,  
SAS Nagar Mohali,  
Punjab-160059  
Mob : 7720075475

Dated: Chandigarh; the 3/5/25

**Sub:- Settlement of dispute through Pre-litigation Mediation in case titled as Indus Tower Limited through Jaibir Singh Vs. Kaptan Singh in Pre-Litigation Mediation No. 25/2025.**

Ref. Your application dated 11.02.2025.

You are again requested to present in Room No. B-20 on 15<sup>th</sup> May, 2025 at 11.00 am (Entry from gate No.3) in this Hon'ble High Court, so that process of pre-litigation mediation may be started. You are further asked to bring ₹10,000/- as Mediator's fees and ₹500/- as sitting charges. You may also contact at Telephone No.0172-2718203, 7087444200.

Vyay 3/5/25  
Superintendent  
for Director  
Mediation & Conciliation Centre

REGISTERED POSTNo. 2278 /PLM/(Med. & Con. Cell)

From

The Director,  
Mediation & Conciliation Centre,  
Punjab & Haryana High Court,  
Chandigarh.

To

**Jaibir Singh**  
Indus Towers Limited  
R/o Bestech Business Tower, Ist Floor,  
Tower-A, Industrial Area Plot No. 1,  
Phase-9, Sector 66,  
SAS Nagar Mohali,  
Punjab-160059  
Mob : 7720075475

Dated: Chandigarh; the 21/3/25

**Sub:- Settlement of dispute through Pre-litigation Mediation in case titled as Indus Tower Limited through Jaibir Singh Vs. Kaptan Singh in Pre-Litigation Mediation No. 25/2025.**

Ref. Your application dated 11.02.2025.

You are again requested to present in Room No. B-20 on 23<sup>rd</sup> April, 2025 at 11.00 am (Entry from gate No.3) in this Hon'ble High Court, so that process of pre-litigation mediation may be started. You are further asked to bring ₹10,000/- as Mediator's fees and ₹500/- as sitting charges. You may also contact at Telephone No.0172-2718203, 7087444200.

  
Superintendent  
for Director  
Mediation & Conciliation Centre  


REGISTERED POSTNo. 1868 /PLM/(Med. & Con. Cell)

From

The Director,  
Mediation & Conciliation Centre,  
Punjab & Haryana High Court,  
Chandigarh.

To

**Jaibir Singh**  
Indus Towers Limited  
R/o Bestech Business Tower, Ist Floor,  
Tower-A, Industrial Area Plot No. 1,  
Phase-9, Sector 66,  
SAS Nagar Mohali,  
Punjab-160059  
Mob : 7720075475

Dated: Chandigarh; the 18/2/25

**Sub:- Settlement of dispute through Pre-litigation Mediation in case titled as Indus Tower Limited through Jaibir Singh Vs. Kaptan Singh in Pre-Litigation Mediation No. 25/2025.**

**Ref.** Your application dated 11.02.2025.

In response to your letter under reference, you are hereby intimated that Ms.Sumanpreet Aulakh, Advocate has been appointed as Mediator for the settlement of your dispute.

You are, therefore, required to present in Room No. B-20 on 18<sup>th</sup> March, 2025 at 11.00 am (Entry from gate No.3) in this Hon'ble High Court, so that process of pre-litigation mediation may be started. You are further asked to bring ₹10,000/- as Mediator's fees and ₹500/- as sitting charges. You may also contact at Telephone No.0172-2718203, 7087444200.

  
Superintendent  
for Director  
Mediation & Conciliation Centre 

Agreement Award



## Indian-Non Judicial Stamp Haryana Government



Date : 07/09/2023

Certificate No. G0G2023I1931



Stamp Duty Paid : ₹ 101

(Rs. Only)

GRN No. 106235779



Penalty : ₹ 0

(Rs. Zero Only)

### Seller / First Party Detail

Name: Indus Towers Limited

H.No/Floor: Bno10/4

Sector/Ward: Na

LandMark: Tower a dlf cyber city phase 2

City/Village: Gurugram

District: Gurugram

State: Haryana

Phone: 99\*\*\*\*\*60



### Buyer / Second Party Detail

Name: Na

H.No/Floor: Na

Sector/Ward: Na

LandMark: Na

City/Village: Na

District: Na

State: Na

Phone: 99\*\*\*\*\*60

Purpose: Power of Attorney

Page No. 484  
Notary Register Entry No. 30/57/25  
Date



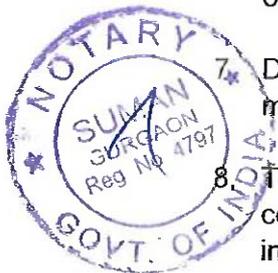
The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://eagrashry.nic.in>

## POWER OF ATTORNEY



KNOW ALL MEN BY THESE PRESENTS THAT, Indus Towers Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Building No. 10, Tower-A, DLF Cyber City, Gurugram – 122002, India and its circle office at Besttech Business Towers, first floor, Tower-A, Phase-IX, Sector 66 SAS Nagar, Mohali, Punjab - 160059, India (hereinafter referred to as the "Company") acting through **Mr. Rajiv Arora**, General Counsel, and the Authorized Person of the Company, vide Board Resolution dated 22nd December 2022, executed in the favour and clause XII thereof hereby nominate, constitute and appoint **Mr. Manish Kumar Singh**, Circle Legal Head of Telecom Circles of Punjab (including Union Territory of Chandigarh), Haryana, Himachal Pradesh and Jammu & Kashmir (including the Union Territory of Jammu & Kashmir and Leh & Ladakh) as its true and lawful Attorney (hereinafter referred to as the "Attorney") with effect from 3<sup>rd</sup> March 2025, to do, represent, execute and perform all or any of the following acts, deeds, matters and things subject to and in accordance with the delegation of powers and the directions, policies, regulations, limits of the Company in the State of Punjab, Haryana, Himachal Pradesh and Union Territories of Chandigarh, Jammu & Kashmir and Leh & Ladakh namely:

1. To receive service of the writ or summons/ notice on behalf of the Company in respect of any suit/s or other proceedings that may be instituted against the Company or otherwise.
2. To appear on behalf of the Company and represent the Company in all courts (civil, labour, revenue or criminal whether original or appellate) tribunals, judicial or quasi-judicial authorities and before Government, State, District Board, Municipal Corporation or any other local or public body/ies or authority/ies whatsoever including State or public financial institutions or banks for any purpose connected with the business, affairs or property of the Company as may be necessary or expedient:
3. To retain, employ, authorise and remunerate solicitors, counsel, advocates, attorneys, pleaders, authorised representatives or other person or persons on such terms in relation to or in furtherance to all or any of the purposes herein only and to institute, prosecute and defend all actions, suits, appeals or any other legal proceedings whatsoever in relation to the business and affairs of the Company between the Company and any person or persons, in such manner and in all respects, as it is required to safeguard the legal and financial interest of the Company.
4. Apply for inspection of and to inspect judicial, semi-judicial revenue or municipal or other statutory records and to obtain copies thereof.
5. To represent the Company before the concerned office of sub registrar of the assurances or other registration office(s) / courts for the purpose of registration of any document(s) on behalf of the Company and for the said purpose to present, execute, sign, submit, etc. the necessary documents, deeds, etc. and to do all such other acts that may be required in this regard, from time to time, including payment of stamp duty, procuring stamp papers/ duty, making appearances, applying obtaining and receiving registered deed in originals or as certified copies.
6. To execute and sign deeds, agreements, contracts, and/or other legal documents, including but not limited to vendor contracts, lease deeds/ leave and license agreements, compensation agreements for cell sites, office spaces, warehouses, etc. on behalf of the Company.
7. Do all such other acts, deeds, matters and things for the proper conduct of all legal matters and to safeguard the legal interests of the company in any manner whatsoever.
8. To ask, demand, recover and receive of and from all persons, companies, and bodies corporate liable to pay to the Company all sums of money, funds, rent, license fees, income, interest, and debts due to the company.
9. To open, sign and conduct correspondence with State Government of India or with any person, firm body corporate, financial institutions, public or local body or other authority for or in relation to all or any of the purposes herein.
10. To ensure compliances of all laws, by-laws, rules, regulations, notifications, policies, guidelines, etc. as applicable to the company and to abide by any communication issued by the Executant.



*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

11. The Attorney as it may deem fit and proper further delegate powers only for the specific purpose of executing and registering the lease deeds for cell sites on behalf of the Company, to the designated advocates/ counsels. In such a case, the acts of such sub-delegate, done in accordance with the law, shall be subrogatory of acts of the Attorney and shall bind the Company.

PROVIDED THAT this Power of Attorney shall cease to have the effect and shall cease to be operative from the date (i) it is revoked; (ii) when the Attorney ceases to be in the employment of the Company; or (iii) when the Attorney ceases to be in the role of Circle Legal Head of Telecom Circles of Punjab (including Union Territory of Chandigarh), Haryana, Himachal Pradesh and Jammu & Kashmir (including the Union Territory of Jammu & Kashmir and Leh & Ladakh), whichever is earlier.

AND the Company hereby do agree and undertakes to ratify and confirm all and whatsoever acts, deeds, and things the Attorney shall lawfully do or cause to be done for the Company or in the role of Circle Legal Head of Telecom Circles of Punjab (including Union Territory of Chandigarh), Haryana, Himachal Pradesh and Jammu & Kashmir (including the Union Territory of Jammu & Kashmir and Leh & Ladakh), by virtue of the Power of Attorney.

IN WITNESS WHEREOF, the Company, through Mr. Rajiv Arora, General Counsel, hereunto this Power of Attorney at Gurugram on 29<sup>th</sup> May 2025.

For and on behalf of:  
Indus Towers Limited

I hereby accept this Power of Attorney



Rajiv Arora  
General Counsel  
(Executant)



Manish Kumar Singh  
Circle Legal Head

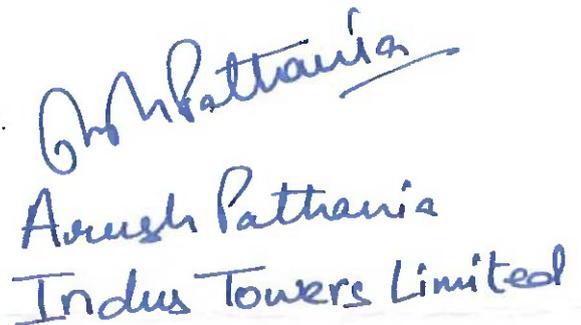
WITNESSES:

1.



SAUBIDHI SINHA  
Indus Towers Limited  
Gurugram.

2.



Anush Pathania  
Indus Towers Limited

30 MAY 2025

ATTESTED AS IDENTIFIED  
SUMAN  
ADVOCATE & NOTARY  
DISTT. COURT, GURGAON

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,  
NEW DELHI  
ORIGINAL APPLICATION NO. 1099 OF 2024**

**IN THE MATTER OF:**

RAVI SHANKER & ORS.

...APPLICANTS

**VERSUS**

STATE OF HARYANA & ORS.

...RESPONDENTS

**VAKALATNAMA**

KNOW ALL to whom these presents shall come that I, Manish Kumar Singh, aged about 49 years, authorized signatory of Respondent No. 4 do hereby appoint:

**Mr. Rahul Narayan (D/1245/2004), Mr. Mehul Parti (D/1526/2015), Ashwani Malhotra (D/3316/2018),  
Ms. Shivangi Bajpai (R/2748/2020), Ms. Nancy Patel (D/9640/2024), Ms. Harshita Malik  
(D/6468/2021), Ms. Zoya Junaid (D/468/2021), Mr. Gyanendra Singh (D/4277/2023), Advocates**

of

**Chandhiok & Mahajan, Advocates and Solicitors**

C-524 Defence Colony,

New Delhi – 110024

(Herein after called the advocate/s) to be my/our Advocate(S) in the above noted case authorized them:-

To act, appear and plead in the above-noted case in this Court/Tribunal or in any other Court/Tribunal 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 objections or petitions for execution review, revision, withdrawal, compromise or other petitions or affidavits or other documents as may be deemed necessary or proper for the prosecution of the said case in all its stages.

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

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

To take execution proceedings.

The deposit, draw and receive money, cheques, cash and grant receipts thereof 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 of 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 it to do so and to sign the Power of Attorney on our behalf.

And I/We the undersigned do 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 purposes.

And I/We undertake that I / we or my /our duly authorized agent would appear before the Court on all hearings and will inform the Advocates 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 himself.

And I /we the 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 settled 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 to a refund of the same in any case.

IN WITNESS, WHEREOF I/We do hereunto set my /our hand to these presents the contents of which have been understood by me/us on this 13 of August 2025.

Accepted subject to the terms of fees.

ADVOCATE

*Mehul Parti*

I Identify Client

signature

*Mehul Parti*  
D/1526/2015



47



Advance Service | Ravi Shankar & Ors. v. State of Punjab & Ors.

From Nancy Patel <nancy.patel@chandhiok.com>

Date Wed 8/13/2025 5:22 PM

To ravishankar17081975@gmail.com <ravishankar17081975@gmail.com>

Cc Mehul Parti <mehul.parti@chandhiok.com>; Ashwani Malhotra <ashwani.malhotra@chandhiok.com>; C&M Clerks <clerks@chandhiok.com>

1 attachment (4 MB)

Reply on behalf of R4.pdf;

Dear Sir,

We write to you for and on behalf of the Respondent No. 4 in respect of the captioned matter.

Please find attached the Reply filed on behalf of the Respondent No. 4 in the captioned matter:

Please consider this to be advance service effectuated upon you.

Regards,

Nancy Patel

Counsel for the Respondent No. 4

Thanks & Regards

**Nancy Patel**

Associate

D: +91 9328846939

T: +91 1141630033

A: C-524, Defence Colony, New Delhi - 110024

E: [nancy.patel@chandhiok.com](mailto:nancy.patel@chandhiok.com)



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