

BEFORE THE NATIONAL GREEN TRIBUNAL, AT NEW DELHI

I.A. NO. 92 OF 2025

IN

O.A NO. 665 OF 2023

IN THE MATTER OF:

NIRMAL SINGH

...COMPLAINANT

Versus

STATE OF PUNJAB AND ORS.

...RESPONDENTS

REPLY ON BEHALF OF RESPONDENT NO. 4, I.E. M/S BABA FARID COLONIZERS  
(ERSTWHILE KNOWN AS M/S FARID COLONIZERS) TO I.A. NO. 92 OF 2025.

MOST RESPECTFULLY SHOWETH:

PRELIMINARY SUBMISSIONS:

1. That Respondent No.4, i.e., M/s Baba Farid Colonizers, erstwhile known as M/s Farid Colonizers (hereinafter referred to as "Answering Respondent No.4"), is a Partnership Firm governed and incorporated under the provisions of The Indian Partnership Act, 1932 having its principal place of business at Kotkapura Road, Faridkot, and the main business of the Answering Respondent No.4 is to purchase, develop and sale of property or any other allied business or business as agreed between the partners of the firm mutually from time to time.

PRELIMINARY OBJECTIONS:

2. That it is respectfully submitted that the present application is wholly misconceived and contrary to the express directions issued by this Hon'ble Tribunal in its order dated 13.12.2024, wherein Respondent No. 5 (Bathinda Development Authority / BDA) was specifically directed to "*operate and maintain the STP in question till final adjudication of this original application or till further order to the contrary.*" In this context, the term "*operate and maintain*" necessarily refers to the day-to-day functioning, supervision, upkeep, servicing, and financial management of the Sewage Treatment Plant (STP), including expenses for electricity, manpower, and routine repairs. Having been expressly entrusted with this responsibility by the Hon'ble Tribunal, Respondent No. 5 is now impermissibly seeking to shift the operational and financial burden onto the Answering Respondent No. 4, despite the fact that all statutory obligations were fulfilled by the promoter upon issuance of the Completion Certificate dated 28.04.2017 and the transfer of the colony to PUDA (Punjab Urban Development Authority) on 17.03.2017. Therefore, amounts to an attempt to circumvent a binding judicial direction and should be rejected outright.

*Sukhbir Singh*

3. That it is respectfully submitted that Respondent No. 5 is attempting to completely distort the scope and factual foundation of the present proceedings. The Original Application was primarily filed with respect to environmental issues, specifically relating to the existence, designation, and status of the green belt and disposal of treated water in the colony. However, Respondent No. 5 is now seeking to introduce financial and contractual claims, including demands for reimbursement of costs allegedly incurred for the operation and maintenance of the STP, which are entirely outside the environmental jurisdiction of this Hon'ble Tribunal. This amounts to a clear deviation from the original purpose of the proceedings and appears to be a backdoor attempt to shift financial burden onto the Answering Respondent, despite the fact that all statutory obligations were fulfilled and the colony was transferred to PUDA long ago. Such claims are civil in nature and must be pursued before the appropriate forum, not under the guise of environmental compliance in the present matter.
4. At the very outset, it is submitted that the present application bearing I.A. No. 92 of 2025 is wholly misconceived, devoid of merit, and not maintainable in law or on facts. The Applicant, through this application, is seeking directions against Answering Respondent No. 4, M/s Baba Farid Colonizers, despite the fact that the Answering Respondent No.4 had lawfully transferred the colony "Farid Enclave Phase-II" to the PUDA vide Deed of Conveyance dated 17.03.2017, and thus, no obligation subsists with the Answering Respondent No.4 as on date which would warrant any direction by this Hon'ble Tribunal.
5. It is respectfully submitted that the Answering Respondent No.4 has duly completed all development work of the colony in question and has obtained the Completion Certificate dated 28.04.2017 from the competent authority, pursuant to which all rights, liabilities, and maintenance responsibilities were handed over to PUDA. As per Section 5(13) of the Punjab Apartment and Property Regulation Act, 1995, the promoter is liable to maintain the infrastructure for a period of five years post-completion certificate or until the date of transfer, whichever is earlier. In the present case, both the transfer and the five-year period concluded prior to July 2022, and therefore, no liability survives against the Answering Respondent No.4.
6. That it is respectfully submitted that any directive or requisition issued by the BDA calling upon the Answering Respondent No.4 to contribute towards the operational or maintenance expenditure of the STP is untenable and contrary to the statutory mandate. Upon execution of the Deed of Conveyance in favour of PUDA and subsequent lapse of the five-year statutory period post-completion, no continuing obligation financial or otherwise survives against the developer. The Answering Respondent No.4, having duly fulfilled all conditions prescribed under law, cannot be burdened with any retrospective or extended liability which is neither contemplated under Punjab Apartment and Property Regulation Act, 1995, nor supported by any subsisting legal relationship.

Sukhbir Singh

7. It is respectfully submitted that a Resident Welfare Association, namely the Farid Enclave Welfare Society, was duly constituted and registered on 07.10.2022, and has since been actively engaged in the day-to-day administration and maintenance of the colony. The said Society has been regularly collecting maintenance charges from allottees and residents, and is statutorily and functionally vested with the responsibility to manage common areas and infrastructure facilities within the colony. In light of the formation and functioning of the said RWA, as well as the prior transfer of the colony to PUDA, the obligation to operate and maintain utilities, including the STP, now rests with either the Resident Welfare Association or PUDA. The Answering Respondent No. 4, having legally transferred all rights and responsibilities, shares no continuing legal relationship or obligation towards the current residents of the colony.
8. It is submitted that a Resident Welfare Association, namely the Farid Enclave Welfare Society, was formally registered under the presidentship of Sh. Nirmal Singh Chahal (Registration No. 1040 of 2022-23). The said Society was constituted under the directions of the Government of Punjab with the objective of managing the day-to-day affairs of the colony and addressing the issues faced by its residents. Since its registration, the Society has assumed full responsibility for colony-level functions including solid waste management, wastewater treatment, plantation, and general maintenance operations, and has established a separate operational bank account through which it regularly collects maintenance charges from residents. Vide Letter No. 180 dated 12.05.2023 addressed to the Additional Chief Administrator, BDA, Bathinda, the Society formally informed the authorities of its constitution and functioning, and requested that its consent be mandatorily obtained prior to any decisions being taken regarding the colony, including matters pertaining to the security amount deposited by the colonizer and the lease money payable by the residents.
9. It is further submitted that during the course of development, the Answering Respondent No.4 had duly obtained all requisite statutory clearances and had proactively installed a 200 KLD capacity STP, keeping in view the anticipated full occupancy of the colony. Any initial underutilisation of the STP was solely attributable to low occupancy levels during the early phase of habitation and not due to any lapse or omission on part of the developer. As on the date of transfer to PUDA, the STP was fully installed, operational, and compliant, a fact subsequently reaffirmed through site inspections and official communications issued by the BDA vide letter no. 678 dated 30.04.2024.
10. There exists no privity of contract or continuing fiduciary obligation between the Answering Respondent No.4 and the individual residents of the colony. Once the conveyance of the colony to PUDA was completed and the RWA was formed and registered, the promoter's role ceased entirely. This position is consistent with applicable

Sukhbir Singh

statutes, binding contracts, and established urban development norms in Punjab and elsewhere.

11. In view of the above facts and settled law, the Answering Respondent No.4 humbly submits that it cannot be held liable for any payment, contribution, or action relating to the operation or maintenance of the STP or any other part of the colony infrastructure. The Completion Certificate and Deed of Conveyance conclusively discharge the Answering Respondent No.4 from all such liabilities.

#### PARAWISE REPLY

12. That the contents of **Paragraph 1** of the Application are a matter of record. However, anything contrary to that is vehemently denied.
13. That the contents of **Paragraph 2** of the Application pertain to Order by the Tribunal. However, anything contrary to that is vehemently denied.
14. That the contents of **Paragraph 3** of the Application do not concern the Answering Respondent No.4. However, anything contrary to that is vehemently denied.
15. That the contents of **Paragraph 4 & 5** of the Application are vehemently denied. The Answering Respondent No. 4 has already transferred the colony to PUDA vide Deed of Conveyance dated 17.03.2017 and was issued a Completion Certificate dated 28.04.2017, thereby concluding all statutory obligations as per Section 5(13) of the Punjab Apartment and Property Regulation Act, 1995. The responsibility for operation and maintenance of the STP, if any, now lies solely with PUDA and/or the duly registered Resident Welfare Association, which has been managing the colony since 2022. No liability either financial or otherwise survives against the Answering Respondent No. 4.
16. That the contents of the **Paragraph 6** of the Application are baseless and are denied. As per Section 5(13) of the Punjab Apartment and Property Regulation Act, 1995, The Answering Respondent No.4 has duly completed all development work of the colony in question and has obtained the Completion Certificate dated 28.04.2017 from the competent authority, pursuant to which all rights, liabilities, and maintenance responsibilities were handed over to PUDA.
17. The contents of the **Paragraph 7** of the Application unfounded and incorrect and denied. It is respectfully submitted that the services in relation to the Society were handed over to the Punjab Urban Planning and Development Authority (PUDA) vide Deed of Conveyance dated 17.03.2017, and all statutory obligations were fulfilled upon issuance of the Completion Certificate dated 28.04.2017. Any administrative delay or formality in recording land transfer at the backend, if any, does not revive or extend statutory liability

*Sukhbir Singh*

Sukhbir 

RESPONDENT NO. 4

THROUGH

Counsel for Answering Respondent No.4

Raj Dev Singh, \_\_\_\_\_

The Young Jurist (TYJ)

Jurists, Advocates & Solicitors

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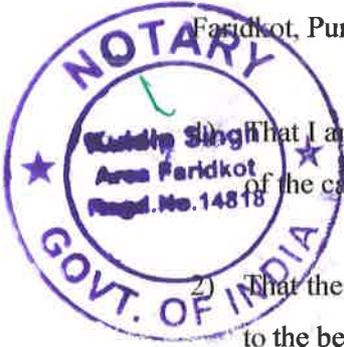
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AFFIDAVIT

I, Sukhbir Singh Sachdeva, aged about 59 years, S/o S. Mela Singh r/o Street No.2, New Cantt Road, Faridkot, Partner, M/s Farid Enclave (A Firm under "Farid Colonizers" and "Baba Farid Colonizers") (hereinafter referred to as "Deponent"), having its office at Kotkapura Road, Faridkot, Punjab, India do hereby solemnly affirm and declare as under:



1) That I am the Respondent No.4 in the above titled case and fully conversant with the facts of the case. Thus, I am competent to swear this affidavit.

2) That the contents of the paragraphs of the accompanying Application are true and correct to the best of my knowledge, belief, and information derived from the records available in the present case.

3) That the annexures annexed thereto are true copies of the original documents.

Entered at Serial No. 96  
Date 25.6.2025

DEPONENT  
*Sukhbir Singh*

VERIFICATION

Verified at \_\_\_\_\_ on this \_\_\_\_\_ day of June, 2025 that the contents of the above Affidavit are true and correct to the best of my knowledge.

The contents of this affidavit/document has been read & Explained/Translated in my presence & he appeared to understand the same & admitted them to be correct

ATTESTED

*[Signature]*  
KULDIP SINGH  
Notary Public Faridkot  
Regd. No. 14818

25/6/2025

*[Signature]*  
DEPONENT

Order no 6513  
XX 62

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THROUGH

APPLICANT

*Sukhbir SM*

Counsel for the Applicant

**The Young Jurist (TYJ)**

Jurist, Advocates & Solicitors

D-359, Defence Colony,

D-Block, New Delhi-110024

Date:

Place:

**VERIFICATION**

Verified at \_\_\_\_\_ on this \_\_\_\_\_ Day of June 2025, that the contents of above application are true to the best of my knowledge based on the records maintained by the Company in its due course and legal advice.

*Sukhbir SM*