

**BEFOORE HONBLE GREEN TRIBUNAL PRINCIPAL BRANCH
NEW DELHI**

OA NO. 439 OF 2023

IN THE MATTER OF :-

BIRENDER SANGWAN

... APPLICANT

Versus

PWD & ORS

...

RESPONDENT

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Through

Place: New Delhi
Date- 21/ 08 /2023

Shivam Tripathi
ShivamTripathi
Advocate
Chamber No.-116,

Patiala House Courts, New Delhi-
Mobile: 9873768234

Email: shivam.tripathi4@gmail.com

Enrollment No. D/441-A/2001

BEFORE HON'BLE NATIONAL GREEN TRIBUNAL

OA NO.439/2023

IN THE MATTER OF:

BIRENDER SANGWAN-----APPLICANT

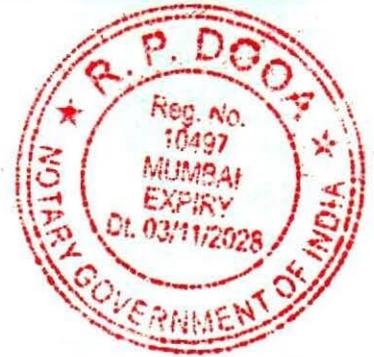
V/S

PWD & ORS-----RESPONDENTS

**REPLY ON BEHALF OF THE RESPONDENT NOS. 5 & 6 TO THE O.A
FILED BY THE APPLICANT.**

MOST RESPECTFULLY SHEWETH:

PRELIMINARY OBJECTIONS:



1. That the present Original Application is totally false, frivolous and devoid of substance, hence, liable to be dismissed against the answering in limine.
2. That the present Application under Section 14,15,16,17 and 18 of National Green Tribunal Act, 2010, is beyond scheme and purpose of the Act as no substantial question regarding the Environment is set out in the Application by the Applicant. The relief sought are not in accordance to section 15 of the Act. The Applicant have failed to specify any actual environment harm/damage in its Application or through the evidence against the answering Respondents.
3. That the Respondent No. 6 is a Company constituted under Companies Act, 2013, the Respondent No. 5 is a consortium namely CCECC KEC JV between China Civil Engineering Construction Corporation and KEC International Limited. The Respondent Nos. 5 and 6 both are engaged in the business of construction of projects. The Delhi Metro Rail Corporation

Limited has awarded work order for construction/development of lines as



mentioned in its contract with DMRC. It is executing its assigned work properly by following all the rules and regulations issued by the Government of India as well as Delhi Government and various Departments/Authorities including rules and regulation by the Environmental Department. There is no any lapse on the part of the answering Respondents.

4. That there is no any specific allegation in the Original Application about violation of any rules/regulation by the answering Respondents and the Petitioner has made vague allegation in the entire Original Application.

5. That it appears that the Applicant has added the name of the answering Respondents at last moment as there is no any communication made by the Applicant to answering Respondents before filing the present Original Application. If they had any grievance with the answering Respondents, they would have given any complaint to it.

6. That the answering Respondents did not break any wall of the park belonging to DDA and situated at Chamber Block, Rohini Court Complex as alleged by the Applicant and it is already doing tree transplantation work up to the extent of its Agreement with DMRC. However, if any unintentional damage is caused to the Wall of the Park, during execution of work, the answering Respondents are ready and willing to repair the same at its cost after the erection work is completed on that site.

7. It is evident from the prayer and pleading of the Applicant, there is no victim of Pollution and no environmental damage has been caused by the answering Respondents, therefore no restitution of environment or property or area has been prayed for. Thus, the prayer made in the Application is mala



vide and motivated and contradictory to the purpose of the Act and not made in the interest of the Environment.

8. The answering Respondents are complying the order passed by this Hon'ble Tribunal as well as MoEF Guideline,2010 and it is already spraying water at sight, using only water tanker and mist Gun throughout the project length for controlling the dust. The every equipment deployed by the Answering Respondents is PUC certified and monitored and serviced regularly as per norms. It is using Green Cover to cover the loose material to control the dust. The photographs are attached herewith as **Annexure-A. Colly.**
9. That the above said Delhi Metro line Project is a Government Project. There are no lapses on the part of the answering Respondents about the compliance of rules/regulations/guidelines issued by this Hon'ble Tribunal as well as various Government and Regulating Authorities.

PARA-WISE REPLY:

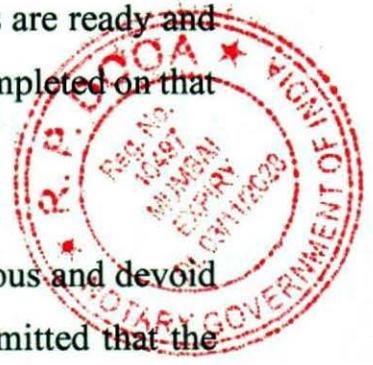
1-3. That the contents of the para under Reply are formal/matter of record, hence needs no comment and the Applicant be put to strict proof for the same.

4. Reply to Facts:

- 4.1. That the contents of the para under Reply are matter of record, hence needs no comment and the Applicant be put to strict proof for the same.
- 4.2. That contents of the para under reply are totally false, frivolous, devoid of substance, hence denied. It is respectfully submitted that answering Respondents are following all norms/regulation passed by the Hon'ble Tribunal, various authorities.
- 4.3. That the contents of the para under reply not related to the answering Respondents, hence needs no comment.
- 4.4. That the contents of the para under reply not related to the answering Respondents, hence needs no comment.



- 4.5. That the contents of the para under reply not related to the answering Respondents, hence needs no comment.
- 4.6. That the contents of the para under reply not related to the answering Respondents, hence needs no comment.
- 4.7. That the contents of the para under reply are correct to the extent that Respondent No.5 is executing construction work of Metro Lines as provided in its contract with Delhi Metro Rail Corporation Limited. Rest of the contents of the para are totally false, frivolous and devoid of substance, hence emphatically denied. It is respectfully submitted that answering Respondents are following all norms/regulation passed by the Hon'ble Tribunal and various authorities. The answering Respondents are not spreading any pollution as alleged and taking all measures to control the pollution at construction site. It is already spraying water at sight, using only water tanker and mist Gun throughout the project length for controlling the dust. The every equipment deployed by the Answering Respondents is PUC certified and monitored and serviced regularly as per norms. It is using Green Cover to cover the loose material to control the dust.
- 4.8. That the contents of the para under reply are totally false, frivolous and devoid of substance, hence emphatically denied. The answering Respondents did not break any wall of the park belonging to DDA and situated at Chamber Block, Rohini Court Complex as alleged by the Applicant. Answering Respondents are already doing tree transplantation work up to the extent of its Agreement with DMRC. However, if any unintentional damage is caused to the Wall of the Park, during execution of work, the answering Respondents are ready and willing to repair the same at its cost after the erection work is completed on that site.
- 4.9. That the contents of the para under reply are totally false, frivolous and devoid of substance, hence emphatically denied. It is respectfully submitted that the answering Respondents are not damaging the greenery and it is already doing tree transplantation work up to the extent of its Agreement with DMRC.
- 4.10. That the contents of the para under reply not related to the answering Respondents, hence needs no comment.



4.11. That the contents of the para under reply not related to the answering Respondents, hence needs no comment.

4.12. That the contents of the para under reply not related to the answering Respondents, hence needs no comment.

4.13. That the contents of the para under reply not related to the answering Respondents, hence needs no comment.

4.14. That the contents of the para under reply are totally false, frivolous and devoid of substance, hence emphatically denied.

That contents mentioned in the rest part of the paras are basically in the form of prayer by the Applicant. The answering Respondents are already complying Directions of this Hon'ble Tribunal as well as MoEF Guidelines,2010. it is already spraying water at sight, using only water tanker and mist Gun throughout the project length for controlling the dust. The every equipment deployed by the Answering Respondents is PUC certified and monitored and serviced regularly as per norms. It is using Green Cover to cover the loose material to control the dust. Therefore, no direction is required against the answering Respondents.

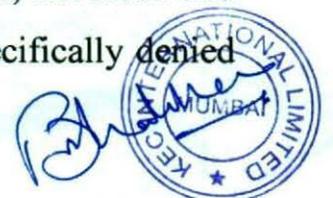
REPLY TO GROUNDS:

- i. That the contents of the para under reply are totally false, frivolous and devoid of substance, hence emphatically denied. It is respectfully submitted that answering Respondents are complying Directions of this Hon'ble Tribunal as well as MoEF Guidelines,2010 and other statutory mandates.
- ii. That the contents of the para under reply are totally false, frivolous and devoid of substance, hence emphatically denied. It is respectfully submitted that answering Respondents covered the construction site with Tarpaulin cover and scaffolding is also installed the construction site.
- iii. That the contents of the para under reply are totally false, frivolous and devoid of substance, hence emphatically denied. It is respectful submitted



that the answering Respondents covered the construction material as per norms and guidelines issued by the Hon'ble Tribunal.

- iv. That the contents of the para under reply are totally false, frivolous and devoid of substance, hence emphatically denied. It is respectfully submitted that the answering Respondents spraying water at sight, using only water tanker and mist Gun throughout the project length for controlling the dust. That the answering Respondents are taking proper measures while loading and unloading the construction material.
- v. That the contents of the para under reply are totally false, frivolous and devoid of substance, hence emphatically denied. It is respectfully submitted that workers at constructions site are equipped with Mask and other safety measures .
- vi. That the contents of the para under reply are totally false, frivolous and devoid of substance, hence emphatically denied. It is respectfully submitted that answering Respondents are complying all the Guidelines and covered the site to prevent the dust particles.
- vii. That the contents of the para under reply are totally false, frivolous and devoid of substance, hence emphatically denied. It is respectfully submitted that the answering Respondents did not break any wall of the park belonging to DDA and situated at Chamber Block, Rohini Court Complex as alleged by the Applicant and it is already doing tree transplantation work up to the extent of its Agreement with DMRC.
- viii. That the contents of the para under reply are totally false, frivolous and devoid of substance, hence emphatically denied. It is respectfully submitted that the answering Respondents are complying each and every mandates of law, Guidelines and orders passed by this Hon'ble Tribunal and it is not responsible for any such disease allegedly spread in the area. Moreover, there is no any reliable data is produced by the Applicant.
- ix. That the contents of the para under reply are totally false, frivolous and devoid of substance, hence emphatically denied. It is specifically denied



that the answering Respondents are polluting the area of construction site as it is taking all precautionary measures mandated under law.

- x. That the contents of the para under reply are totally false, frivolous and devoid of substance, hence emphatically denied. It is respectfully submitted that the Trucks are regularly spring while to and fro of the construction material.

That it is specifically denied that the answering Respondents are not taking any positive and result oriented efforts in respect of air pollution.

16. That the contents of the para under reply are not tenable hence denied. It is respectfully submitted that Applicant should not be allowed to go beyond the pleadings.
17. That the contents of the para under reply are totally false, frivolous and devoid of substance, hence emphatically denied. It is respectfully submitted that the works being executed by the answering Respondents are pre approved Government project as such there is no question of unauthorized construction.
18. That the contents of the para under reply are totally false, frivolous and devoid of substance, hence emphatically denied. It is respectfully submitted that answering Respondents are complying Directions of this Hon'ble Tribunal as well as MoEF Guidelines,2010 and other statutory mandates. It is specifically denied that the Applicant never made any alleged representation with the answering Respondents.
19. That the contents of the para under reply are totally false, frivolous and devoid of substance, hence emphatically denied. It is respectfully submitted that the works being executed by the answering Respondents are pre approved Government project as such there is no question of unauthorized construction.
20. That the contents of the para under reply are totally false, frivolous and devoid of substance, hence emphatically denied. It is respectfully



submitted that answering Respondents are complying Directions of this Hon'ble Tribunal as well as MoEF Guidelines,2010 and other statutory mandates. It is specifically denied that the Applicant never made any alleged representation with the answering Respondents.

21-23. That the contents of the para under reply are formal in nature and hence needs no comment. The Applicant be put to strict proof for the same.

REPLY TO PRAYER:

In view of the averments made above, this Hon'ble Tribunal would be pleased to dismiss the present O.A against answering Respondents.

DATE:21/08/2023
MUMBAI



[Signature]
RESPONDENT NO.5&6

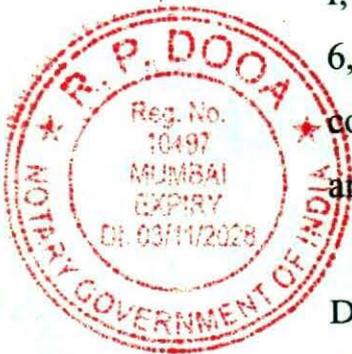


[Signature]
THROUGH COUNSEL
Shivam Tripathi
SHIVAM TRIPATHI
Advocate
Chamber No.116, Patiala House Courts
New Delhi-110001, Mob. : 9873 68234
E-mail : shivam.tripathi4@gmail.com

VERIFICATION:

Verified on this 21st day of August,2023 at Mumbai.

I, Sujit Bhalekar, authorised representative of the Respondent No.5 and 6, do hereby verify that the contents of the factual para under reply are correct to best of my knowledge based on record and legal submissions are based on legal advise, which I believe to be true.

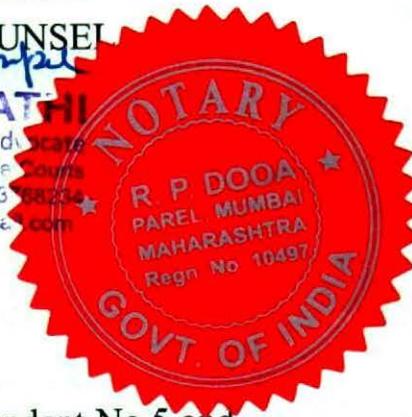


DATE: 21/08/2023
Mumbai



[Signature]
RESPONDENT NO.5 AND 6.

Before Me
[Signature]
RAKESH P. DOOA
B. Com., LL.D.
Advocate High Court,
Notary Government Of India
8, Kondaji Bldg. No. 3
Behind Tata Hospital, Parel,
MUMBAI - 400012.



BEFORE HONBLE NATIONAL GREEN TRIBUNAL PRINCIPAL
BENCH NEW DELHI
OA NO 439/2023

IN THE MATTER OF:-

BIRENDER SANGWAN

..... APPLICANT

Versus

PWD & ORS

.....RESPONDENTS

AFFIDAVIT

I, Sujit Bhalekar S/o Suresh Bhalekar residing at F2 - 201, EFF Jumbo Darshan CHS Limited, Jiva Mahale Marg, Andheri East, Mumbai - 400069, authorized representative of Respondent No 5 & 6 having Office at R.P.G House First Floor 463 Dr Annie Besant Road, Worli Mumbai, 400030 do hereby solemnly affirm and declare as under:-

1. That I am the authorized Representative of the Respondent No 5 & 6 in the above mentioned OA so I am well conversant with the facts and circumstances of the case and also competent to swear the present affidavit.
2. That the contents of accompanying Reply has been drafted under my instructions and the facts stated therein are true and correct to the best of my knowledge and on the basis of information received and believed to be true and nothing material has been concealed therefrom.



Sujit Bhalekar
DEPONENT



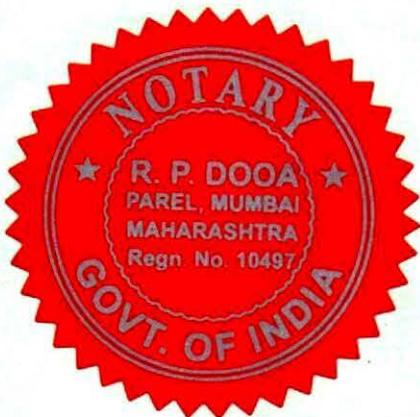
VERIFICATION:

Verified at Mumbai on this 22nd day of August, 2023 that the contents of my above affidavit are true and correct to my knowledge, no part of it is false and nothing material has been canceled therefrom.



[Handwritten Signature]

DEPONENT



Before Me

[Handwritten Signature]
22/8/23

RAKESH P. DOOA
E. Com., LL.B.
Advocate High Court,
Notary Government of India
3, Kondeji Bldg. No. 3,
Behind Tata Hospital, Parel,
MUMBAI-400 012.



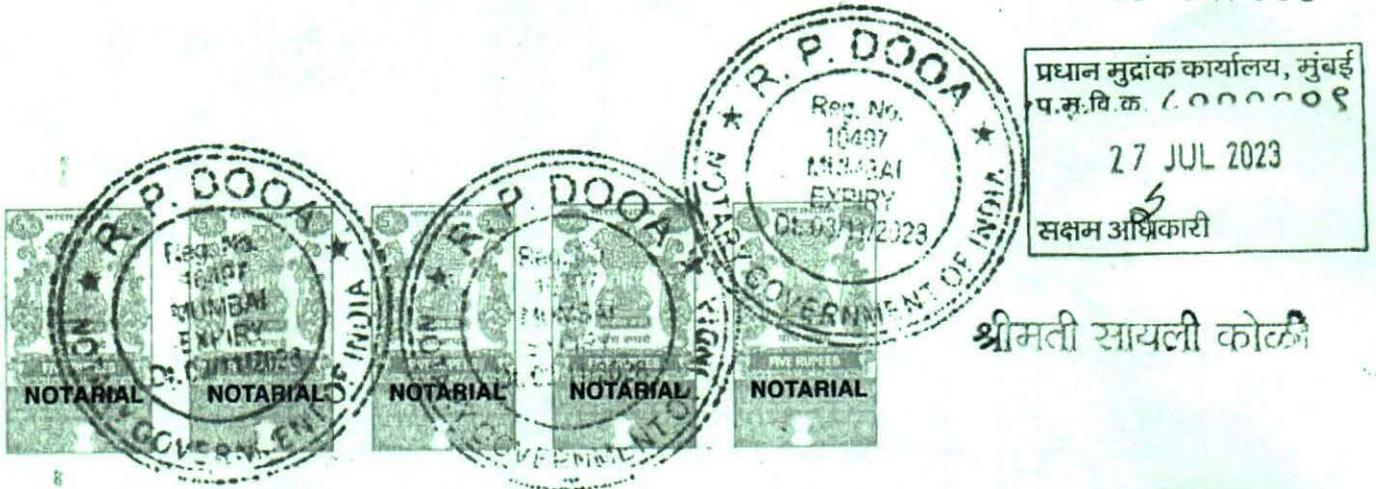
NOTARY REGISTER ENTRY
Sr. No. 336
DATE: 22/08/2023



महाराष्ट्र MAHARASHTRA

2023

CB 047953



SPECIFIC POWER OF ATTORNEY

I, the undersigned, Vimal Kejriwal, the Managing Director & CEO of KEC International Limited, a company incorporated under the provisions of Companies Act, 1956, having its Registered Office at RPG House, 463, Dr. Annie Besant Road, Worli, Mumbai 400030 (hereinafter referred to as the "Company"), through powers conferred on me by virtue of Power of Attorney dated April 01, 2015, issued pursuant to the resolution passed by the Board of Directors of the Company, in their meeting held on February 04, 2015, hereby Appoint Mr. Sujit Bhalekar, Chief Manager – Legal, Mr. Ranjan Jaiswal, Head – Execution and Mr. Pawan Verma, General Manager – Commercial of the Company, to be the true and lawful

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attorneys of the Company (the "Attorneys") and authorize them to represent and defend the Company in the matter relating to Application No 493/2023 filed by Dirender Sangwan Versus PWD & Others, Before Hon'ble National Green Tribunal Principal Bench, New Delhi. I further authorize them to sign the documents in relation to the legal proceedings as mentioned hereinabove, and also to initiate and defend legal proceeding viz. Applications, Petitions, Appeals, Review, Special Leave Petition, Arbitration Proceedings and/or any Civil Suit/Proceedings, MOUs etc. in the matters mentioned herein above and to represent the Company before any Court of law including, Hon'ble High Court, Supreme Court, District Courts, Government Authorities etc. as the case may be and to represent the Company before any other Tribunal or any other Courts or forums or arbitration proceedings and to sign, verify, affirm, declare and/or swear pleadings, complaint, appeal, writ petition, suit, written statement, applications, to swear affidavits, to verify and sign papers, to adduce evidence, to appoint advocate and sign Vakaltnama and to do all other acts, things and deeds as may be necessary for the purpose of representing the Company in the abovesaid matter, and to do all other acts, things and deeds, as may be necessary for the purpose of representing the Company in the above said matter.

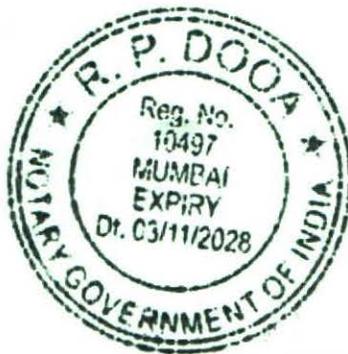
This Power of Attorney shall be in force until it is revoked by the Company or immediately upon the termination or determination due to resignation, death or otherwise of the Attorney's employment with the Company, whichever is earlier.

Given under the hand of the within named on this 16 day of August, 2023.

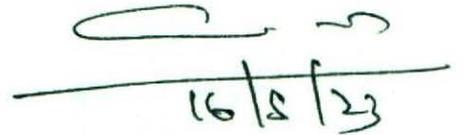
For KEC International Limited



Vimal Kejriwal
Managing Director & CEO



Before Me



RAKESH P. DOOA
B. Com., LL.B.
Advocate High Court,
Notary Government of India
S. Kondeji Bldg. No. 3,
Behind Tata Hospital, Parel,
MUMBAI-400 012.



CCECC – KEC JV



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POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, We, CCECC KEC JV ("**Company**"), having its office at RPG House, 463, 1st Floor, Dr. Annie Besant Road, Worli, Mumbai – 400030 SEND GREETINGS:

WHEREAS:

- A. China Civil Engineering Construction Corporation formed a Joint Venture being CCECC KEC JV with KEC International Ltd., for the purpose of bidding and execution of Part Design and Construction of Elevated Viaduct, Elevated Ramp, Siding line and Ten Elevated Stations viz. Keshopur, Paschim Vihar, Peeragarhi, Mangolpuri, West Enclave, Pushpanjali, Deepali Chowk, Madhuban Chowk, Prashant Vihar & North Pitampura (Excluding Architectural Finishing works of stations, Steel FOB & PEB works of stations) from Chainage 2831.235 mt. to 15206.166 mt. of Janakpuri West to R.K.Ashram Corridor (Extn. of Line-8) of Phase IV of Delhi MRTS Issued by Delhi Metro Rail Corporation Limited ("**DMRC**") (hereinafter jointly referred to as "**Project**");
- B. The said JV bid for the Project and was awarded contract by DMRC. However, one person namely Birendra Sangwan has filed application against CCECC KEC JV before the Hon'ble National Green Tribunal, New Delhi ("**Dispute**").
- C. In view of the said Dispute, CCECC KEC JV is desirous of appointing **Mr. Sujit Bhalekar – Chief Manager – Legal** of KEC International Limited ("**Attorney**") to represent CCECC KEC JV, to handle all issues in relation to the said Dispute and to do all or any of the acts, deeds and things as hereunder mentioned:
1. TO COMMENCE any suit, action, Petition, Application or other proceedings before any Arbitrator or any Court of Justice or before any Public Officer or issue any Writ, Summons, legal process or notice and to appear on behalf of CCECC KEC JV in all such matters and also to prosecute or discontinue or become non-suited in any such proceedings if the Attorney deem fit.
 3. TO APPOINT pleaders, advocates, solicitors and legal advisers to prosecute or defend in relation to any proceedings with respect to the said purpose and to remove and/or to appoint in their place and to pay them such fees and remuneration as the Attorney shall think fit or be advised and for all or any of the purposes aforesaid.



**CCECC – KEC JV**

4. TO SIGN, execute, deliver, file all necessary Vakalatnamas, Warrants of Attorney, complaints, petitions, applications, defenses, statements, accounts, Declarations, affidavits and other documents, papers and writings in any of the proceedings for and on behalf of CCECC KEC JV in relation to the said Dispute.
5. TO FILE appeals and references as the Attorney may be advised and as they may deem fit and proper against the orders passed in any of the proceedings with respect to said Dispute.
6. TO EXECUTE any order or award or decree that may be passed in any proceedings arising out of the said Disputes and take all steps that may be necessary to recover any money under the order or award or decree and to do everything that is appropriate and necessary in this behalf.
7. TO ENTER into any compromise in respect of the proceedings that may be initiated on behalf of CCECC KEC JV or that would be filed against CCECC KEC JV and give proper discharge as the case may be.
8. In general to do all acts, deed, matters and things as may be required in relation to the said Dispute.

The powers granted to the Attorney are specific and restricted to the Dispute.

CCECC KEC JV do hereby undertake to ratify whatever the Attorney may lawfully do or cause to be done in and by virtue of these presents.

This Power of Attorney shall become inoperative as soon as the Attorney ceases to be in employment of the KEC International Limited or the Power of Attorney is revoked by the Joint Venture, whichever is earlier.





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CCECC – KEC JV



IN WITNESS WHEREOF I, have hereunto set my hand and seal at Mumbai on this 21st day of August 2023.

Signed and delivered by the
within named JAIDEEP RAJESHWARKAR
on behalf of CCECC KEC JV


Signature: _____



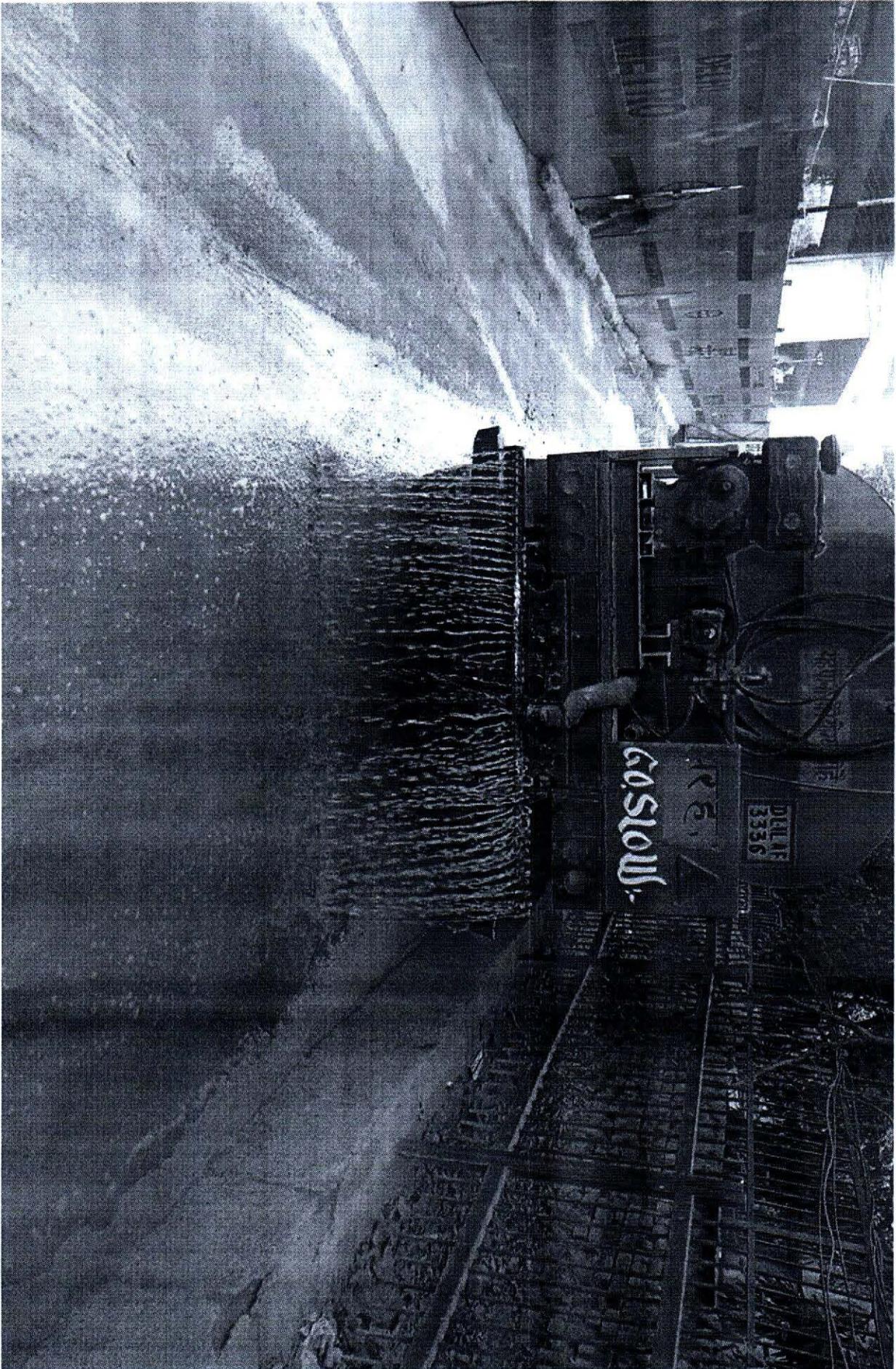
Witness: AAVZ
1 Sign:
Name: Anet Mehta

2. Sign: Jadhav
Name: Sanket Jadhav





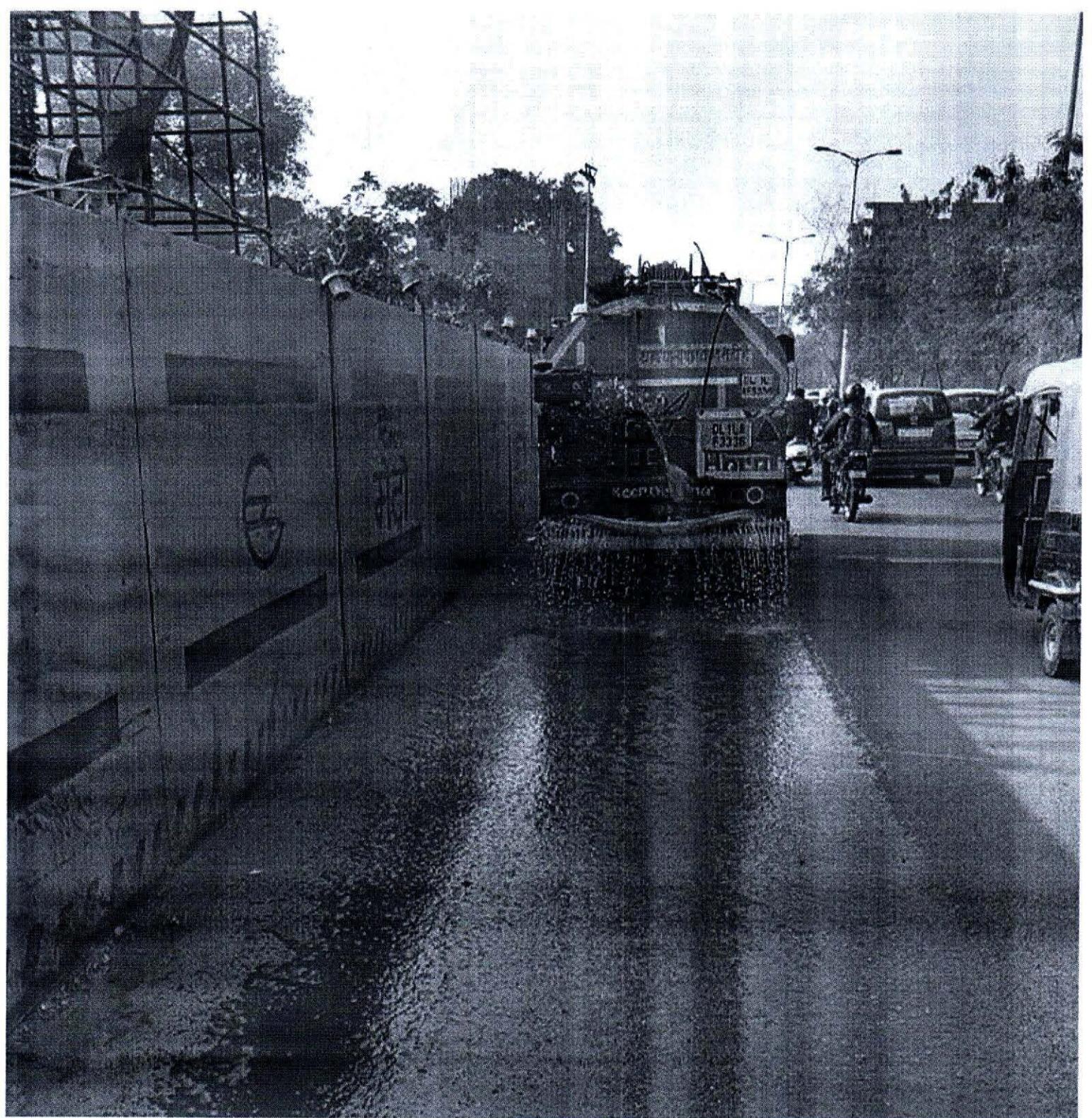










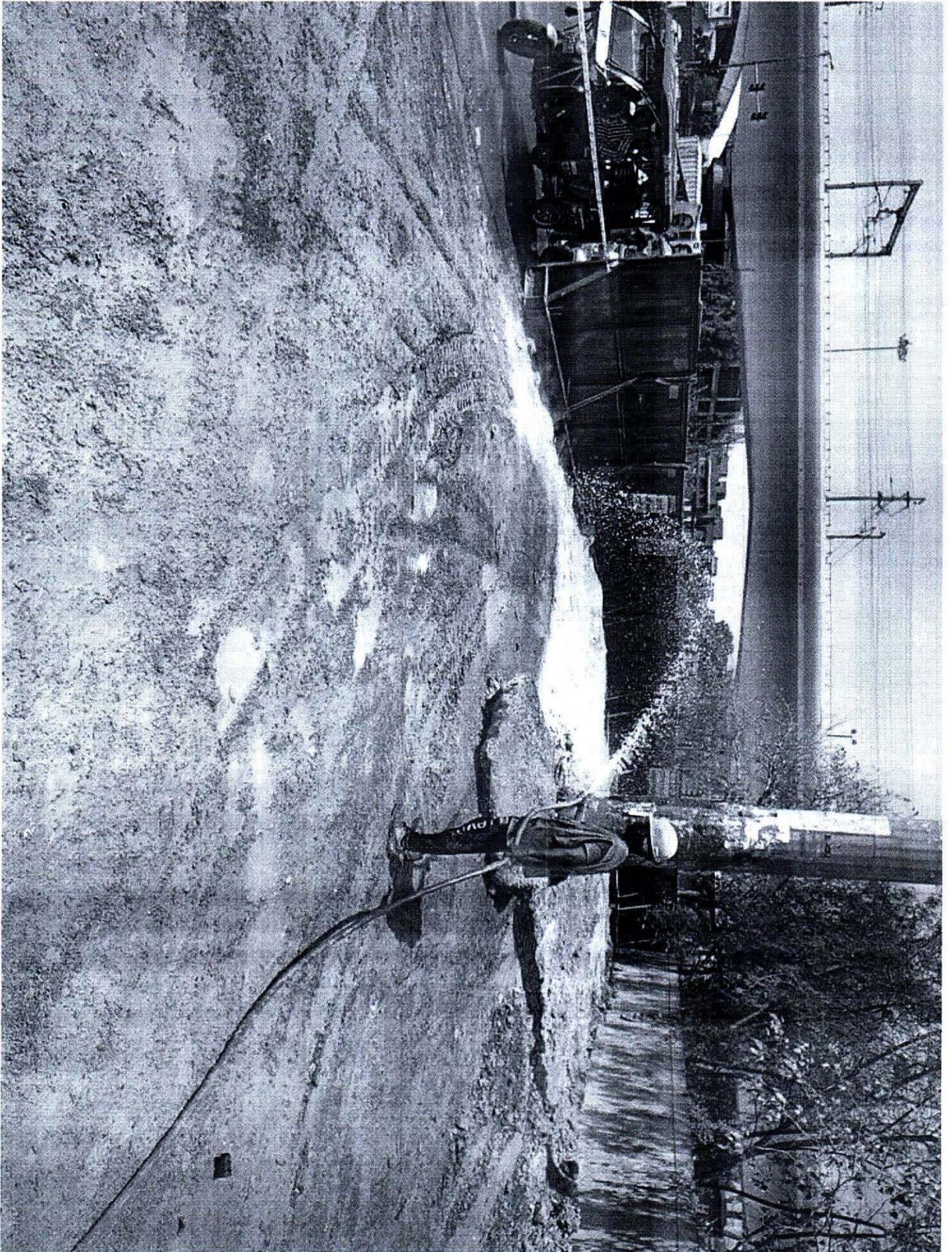


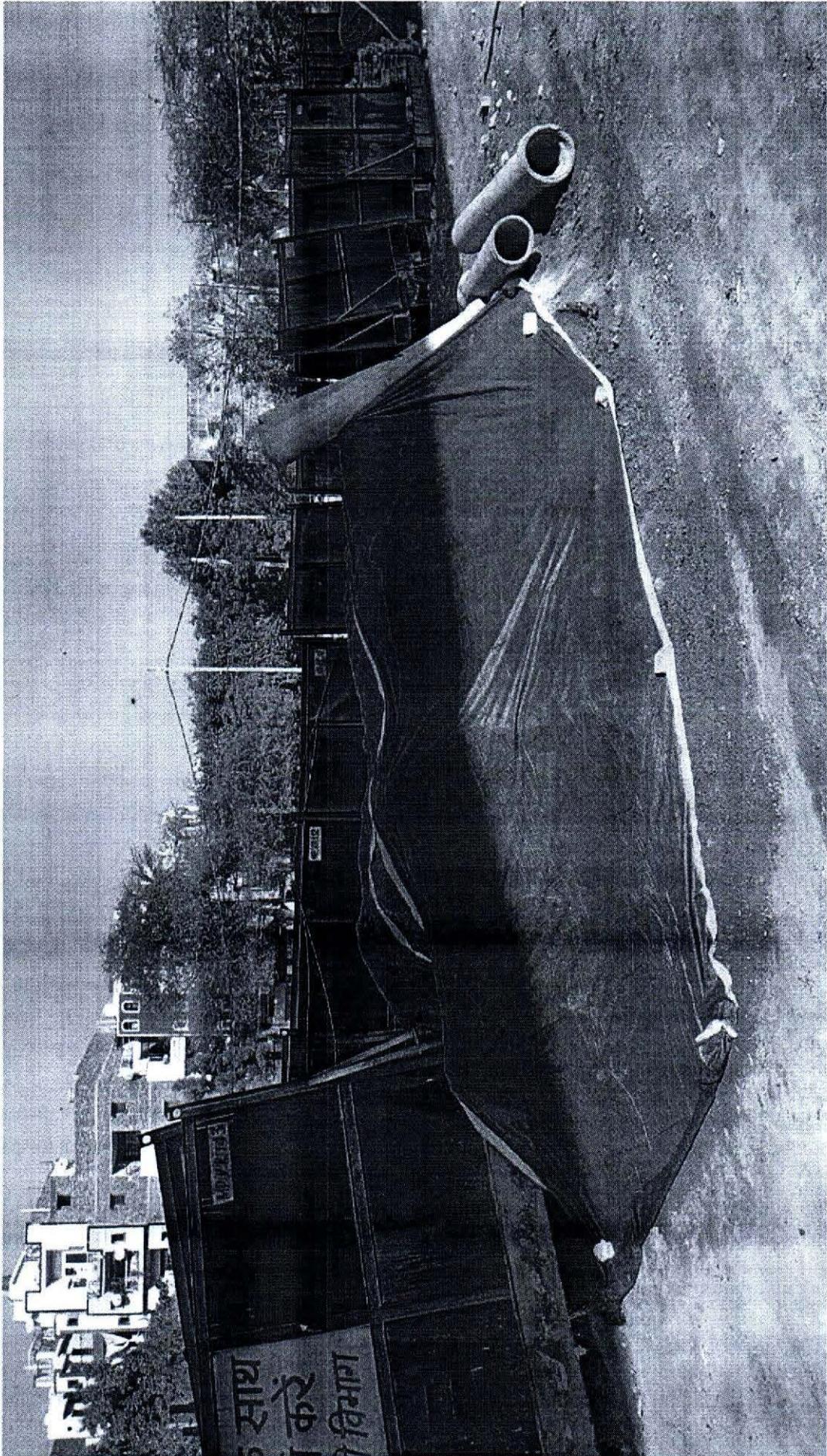




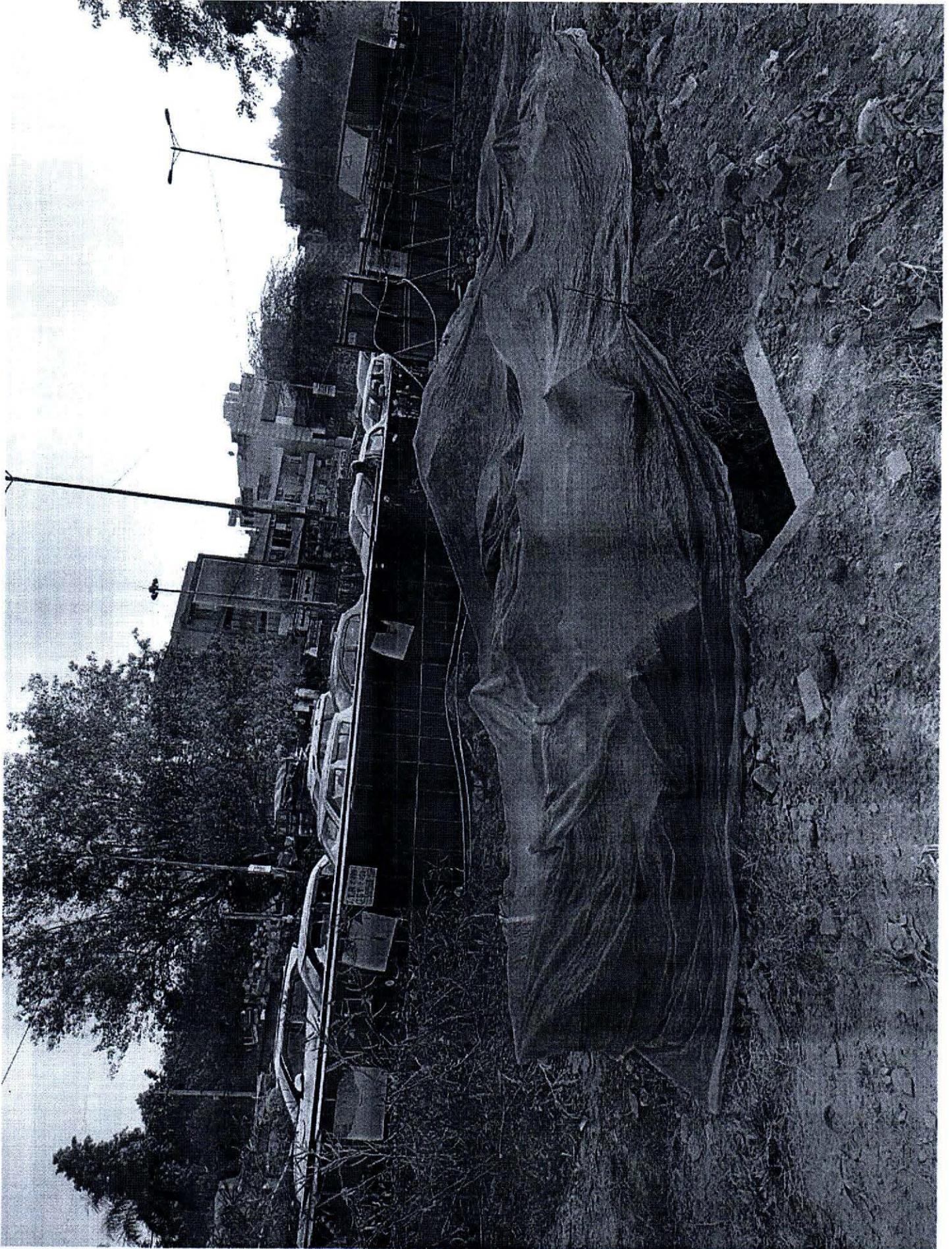


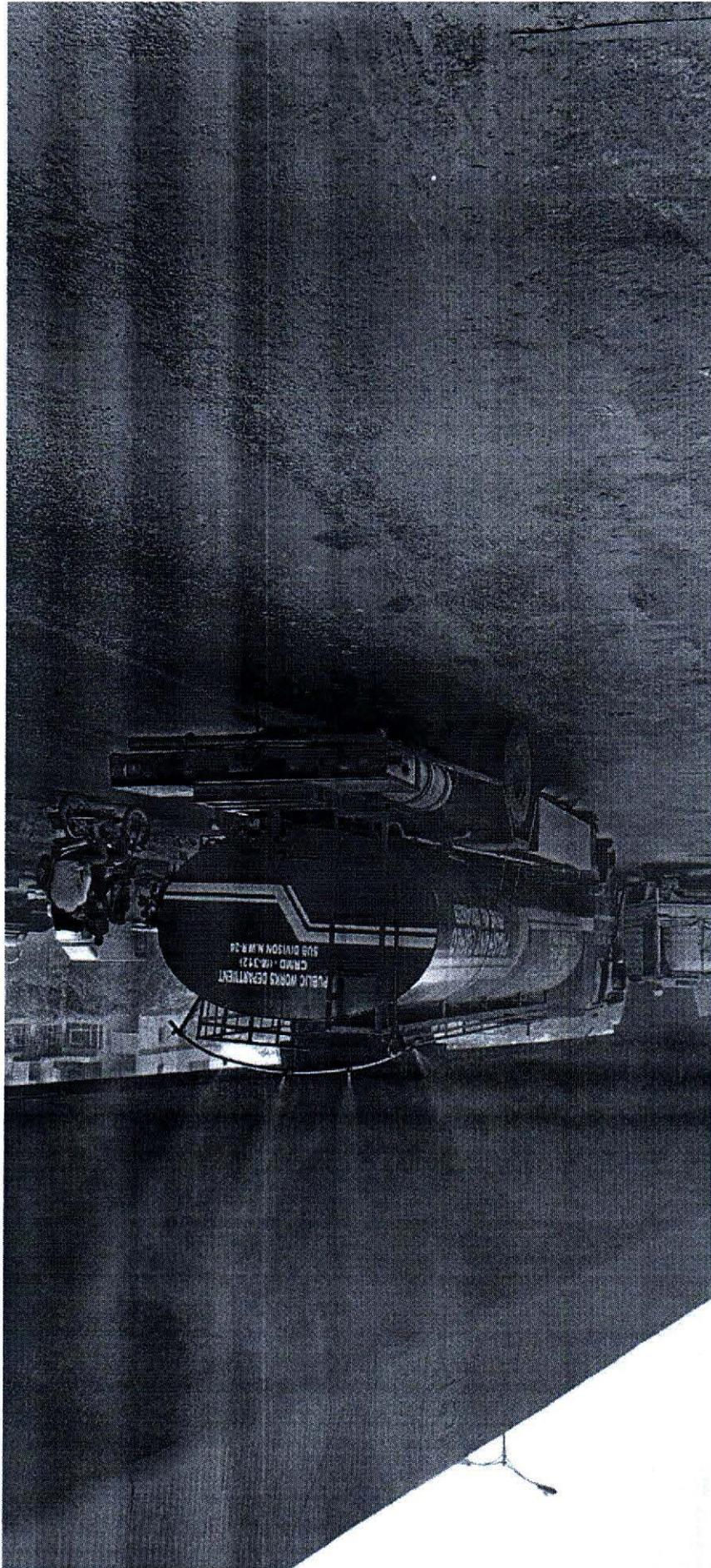
 **CCECC-KEC JV**
DMRC-DC-01 PROJECT  **KEC**
We Care for You





साथ
करें
विभाग









VAKALATNAMA
BEFORE NATIONAL GREEN TRIBUNAL PRINCIPAL
BENCH NEW DELHI

Application No 493/2023

Birender SangwanApplicant

Versus

Pwd & Ors.....Respondents

NOW ALL to whom these presents shall come that We, CCECC KEC JV having office at RPG House, 463, 1st Floor, Dr. Annie Besant Road, Worli, Mumbai – 400030 above named Respondent No.5, do hereby appoint **Shivam & Associates. Sh. Shivam Tripathi, Adv, D-441a/2001, Chamber No.116, Patiala House Court Delhi-110001 shivam.tripathi4@gmail.com** (hereinafter called the **Advocates**) to be my/our Advocate in the above noted case authorize him:-

- 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 the 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, withdraw, 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 subject to payment of fees for each stage.
- 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 arbitration any differences or disputes that may arise touching or in any manner relating to the said case.
- To take execution proceedings.
- To deposit, draw and receive money, Cheques, cash and grant to do all other acts and things which may be necessary to be done in the course of the prosecution of the said case.
- To appoint and instruct any other Legal Practitioner: authority hereby conferred upon the Advocate when power of attorney on our behalf.
- And I/We the undersigned do hereby agree to ratify a 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 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 settled is only for the above case and above Court. I /We hereby agree that once the fees 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 WHEREOF I/we do hereunto set my/our hand to these presents the contents of which have been understood by me/us on this 21st day of August, 2023.

Accepted subject to the terms of the fees

Advocate

SHIVAM TRIPATHI

Advocate
 Chamber No.116, Patiala House Courts
 Delhi-110001, Mob. : 987 66234
 E-mail : shivam.tripathi4@gmail.com

CCECC KEC JV



VAKALATNAMA
BEFORE NATIONAL GREEN TRIBUNAL PRINCIPAL
BENCH NEW DELHI

Application No 493/2023

Birender SangwanApplicant

Versus

Pwd & Ors.....Respondents

NOW ALL to whom these presents shall come that We, KEC International Limited having registered office at RPG House, 463, 1st Floor, Dr. Annie Besant Road, Worli, Mumbai – 400030 above named Respondent No. 6, do hereby appoint **Shivam & Associates. Sh. Shivam Tripathi, Adv, D-441a/2001, Chamber No.116, Patiala House Court Delhi-110001 shivam.tripathi4@gmail.com** (hereinafter called the **Advocates**) to be my/our Advocate in the above noted case authorize him:-

- 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 the 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, withdraw, 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 subject to payment of fees for each stage.
- 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 arbitration any differences or disputes that may arise touching or in any manner relating to the said case.
- To take execution proceedings.
- 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 of the said case.
- To appoint and instruct any other Legal Practitioner authority hereby conferred upon the Advocate when power of attorney on our behalf.
- And I/We the undersigned do hereby agree to ratify and his substitute in the matter as my/our own acts, as if done by me/us.
- 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 settled is only for the above case and above Court. I /We hereby agree that once the fees 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.



power and
 and sign, the
 Advocate or
 purposes.

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 21st day of August, 2023.

Accepted subject to the terms of the fees

Shivam Tripathi
 (D-C Tripathi) Adv

Advocate *Shivam Tripathi*
SHIVAM TRIPATHI

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Birender Sangwan
 KEC International Limited

