

**BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
ORIGINAL APPLICATION NO. 485 OF 2023**

DIWAN SINGH

...APPLICANTT

Versus

STATE OF UTTARAKHAND
& ORS.

... RESPONDENT

NDOH: 30.01.2024

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**RESPONDENT NO.5
(PROJECT PROPONENT)**

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DATE: 24.01.2024

**BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
ORIGINAL APPLICATION NO. 485 OF 2023**

DIWAN SINGH ...APPLICANTT
Versus
STATE OF UTTARAKHAND ... RESPONDENT
& ORS.

**REPLY ON BEHALF OF THE PROJECT PROPONENT TO THE
APPLICATION/LETTER PETITION AND REPORT OF THE JOINT
COMMITTEE DATED 26.09.2023**

1. The present Original Application has been registered on the basis of a letter petition purportedly sent by Sh. Diwan Singh Bankoti herein alleging *inter alia* that:
 - a. A tunnel of the length of about 1.50 km is being constructed in Village Batgeri and Sirsauli, Tehsil Ganai Gangoli, Block Gangoli, District Pithoragadh, Uttarakhand for Khutani Small Hydro Electric Power Project (“**the Project**”) due to which cracks have appeared in the houses of the residents of the locality and there is probability of occurrence of untoward incident involving loss of lives and property;
 - b. for construction of the tunnel for the Project, soil is being mined and dumped in agricultural land and muck is being discharged in Saryu river which is adversely affecting aquatic life; and
 - c. the power project is not being constructed as per the guidelines prescribed by the Government of India

Translated copy of letter petition dated 23.05.2023 is attached herewith as **Annexure R-1**.

2. It is submitted that the Project Proponent came to know of the constitution of the Joint Committee vide order dated 04.08.2023 when the representative of the Project Proponent was called by the Joint Committee during the joint inspection on 26.09.2023. Pursuant to order of this Hon'ble Tribunal dated 21.11.2023, the Project Proponent received notice from the District Magistrate, Pithoragarh along with a copy of the report of Joint Committee, without annexures, on 04.01.2024. Since the Project Proponent has not been served with the complete copy of the Joint Committee Report, the Project Proponent reserves its right to file another reply after receipt of the same. Translated copy of the Joint Committee Report dated 26.09.2023 is attached herewith as **Annexure R-2**.
3. At the outset it is submitted that the Project is fully compliant with all government orders, guidelines, rules and regulations and the allegations made in the application are completely devoid of merits. It is submitted that the letter petition, purportedly sent by Sh. Diwan Singh Bankoti, is fabricated, false and has been filed only to advance the interest of a few disgruntled individuals who have been harassing the Project Proponent. Such individuals and their friends and associates have embroiled the Project Proponent in several false and frivolous litigations and have so far

been unsuccessful, as has been explained in detail subsequently. It is submitted that the present application is an attempt at scuttling a well-conceived project that will not only benefit the local residents of Gangolihaat in Pithoragarh, but the entire State of Uttarakhand as it is intended to help bridge the growing gap between the demand and supply of electricity in the state. Additionally, the project has so far ensured work opportunities to over 50 local residents and road access to residents of village Sirsauli, Dunai and Bhanmati. The Project Proponent has also contributed significantly to the infrastructure of the neighboring villages, which are situated in the remote hills of Uttarakhand, by constructing community centers, temples, and multiple retaining walls.

PRELIMINARY OBJECTIONS

4. **The present application ought not be entertained by this Hon'ble Tribunal since the Hon'ble High Court of Uttarakhand is already seized of the matter involving identical allegations qua the same project:**
 - a. It is submitted that in November 2022, one Mr. Praveen Kumar, filed a public interest litigation vide WP (PIL) No. 151 of 2022 before the Hon'ble High Court of Uttarakhand making identical allegations as have been made in the present application. The PIL, albeit misplaced and mala fide, *inter alia* categorically alleges that muck is being disposed in the river Saryu and cracks have emerged in the houses of

the villages in Village Sirsauli due to construction of the tunnel. A copy of WP(PIL) No. 151 of 2022 before the Hon'ble High Court of Uttarakhand titled Praveen Kumar vs. State of Uttarakhand and Ors. is attached herewith as **Annexure R-3**.

- b. The Project Proponent has filed its detailed Counter Affidavit to the PIL and all allegations have been responded to on merits. Copy of Counter Affidavit filed by the Project Proponent in WP(PIL) 151 of 2022 before the Hon'ble High Court of Uttarakhand is attached herewith as **Annexure R-4**.
- c. The District Magistrate, Pithoragarh, Respondent No. 3 herein has also filed his Counter Affidavit in WP(PIL) 151 of 2022. Copy of Counter Affidavit filed by the District Magistrate, Pithoragarh in WP(PIL) 151 of 2022 before the Hon'ble High Court of Uttarakhand is attached herewith as **Annexure R-5**.
- d. WP(PIL) 151 of 2022 before the Hon'ble High Court of Uttarakhand is next listed on 24.01.2024 and is likely to be heard finally on the said date. Orders passed by the Hon'ble High Court of Uttarakhand WP(PIL) 151 of 2022 are attached herewith as **Annexure R-6 (Colly)**.
- e. It is respectfully submitted that since the Hon'ble High Court of Uttarakhand is seized of the matter involving identical allegations

pertaining to the same project, this Hon'ble Tribunal ought not hear and decide the present application as the same will lead to multiplicity of proceedings. In this regard, it is pertinent to note the decision of the Hon'ble Supreme Court in *State of Andhra Pradesh vs. Raghu Ramakrishna Raju Kanumuru* (2022) 8 SCC 156 wherein it has been held that:

“11. In any case, no law is necessary to state that insofar as the Tribunals are concerned, they would be subordinate to the High Court insofar as the territorial jurisdiction of the High Court is concerned. A reference in this respect was also made to the judgment of the Constitution Bench of this Court in the case of L. Chandra Kumar v. Union of India and Others.

12. We are, therefore, of the considered view that it was not appropriate on the part of the learned NGT to have continued with the proceedings before it, specifically, when it was pointed that the High Court was also in seisin of the matter and had passed an interim order permitting the construction. The conflicting orders passed by the learned NGT and the High Court would lead to an anomalous situation, where the authorities would be faced with a difficulty as to which order they are required to follow. There can be no manner of doubt that in such a situation, it is the orders passed by the constitutional courts, which would be prevailing over the orders passed by the statutory tribunals.

13. In that view of the matter, we are of the considered view that the continuation of the proceedings before the learned NGT for the same cause of action, which is seized with the High Court, would not be in the interest of justice.”

Copy of judgment of the Hon'ble Supreme Court in *State of Andhra Pradesh vs. Raghu Ramakrishna Raju Kanumuru (2022) 8 SCC 156* is attached herewith as **Annexure R-7**.

- f. The above decision was again relied on by the Hon'ble Supreme Court in the recent case of *State of Himachal Pradesh & Ors. vs. Yogendra Mohan Sengupta and Anr.* (Order dated 11.01.2024 in Civil Appeal No. 5348 of 2019) to observe that:

“112...on the ground of judicial propriety, the NGT ought not to have continued with the proceedings after the High Court was in seisin of the matter and specifically when it was informed about the same”

- g. Pursuant to the decision of the Hon'ble Apex Court, this Hon'ble Tribunal has also passed similar orders dismissing Original Applications since the issues raised therein were already pending consideration before the Hon'ble High Courts of the respective states. Two such orders being order dated 12.01.2023 in OA 791 of 2023 and order dated 24.11.202 in O.A. 696 of 2023 are attached herewith as **Annexure R-8 (Colly)**.
5. Furthermore, the matter involving the larger issue of identification of muck disposal sites in the State of Uttarakhand is also pending before the Hon'ble Supreme Court in SLP (C) No. 20761/2018 titled State of Uttarakhand & Ors. Vs. Himadri Jan Kalyan Sansthan & Ors. Therefore, it is respectfully

submitted that continuation of proceedings before this Hon'ble Tribunal would not be in the interest of justice since the Hon'ble Supreme Court is seized of the issue pertaining to disposal of muck by hydro-electric companies in the State of Uttarakhand. Copy of order dated 10.08.2018 in SLP (C) No. 20761/2018 titled State of Uttarakhand & Ors. Vs. Himadri Jan Kalyan Sansthan & Ors. is attached herewith as **Annexure R-9**.

6. **The present application, registered on the basis of the letter petition of one Sh. Diwan Singh Bankoti, is mala fide, fabricated and specious:**

- a. It is submitted that on 26.09.2023, when the Joint Inspection was conducted, Sh. Diwan Singh Bankoti, was contacted on the phone number provided in the letter dated 23.05.2023. The person who answered the phone stated that the phone did not belong to Sh. Bankoti; denied having written any such letter to this Hon'ble Tribunal; and declined to join the inspection. The Joint Committee report duly notes that Sh. Diwan Singh Bankoti did not join the inspection proceedings.
- b. It is submitted that Sh. Diwan Singh Bankoti, son of Sh. Umed Singh Bankoti is a resident of village Bankot, tehsil Ganai Gangoli, district Pithoragarh and runs a small grocery store in village Bankot. On 20.06.2018, the Project Proponent entered into an Agreement to sell with the Sh. Diwan Singh Bankoti to buy a piece of his land located in the vicinity of the Project. However, the same never fructified into a

registered deed since Sh. Diwan Singh has not been able to identify the land. True copy of Agreement to sell between Sh. Diwan Singh Bankoti and the Project Proponent dated 20.06.2018 is attached herewith as **Annexure R-10.**

- c. It is submitted that the allegations in the letter petition pertain to village Sirsauli, of which Sh. Diwan Singh is not a resident. Sh. Diwan Singh admittedly resides in Village Bankot which is situated approximately 14 kms away from village Sirsauli.
- d. It is submitted that the Project Proponent has reason to believe that the letter petition has been fabricated and forged, and has been orchestrated by a few individuals who are friends and associates of Sh. Diwan Singh Bankoti. **This is fructified by the fact that the signatures of the Sh. Bankoti in the letter petition do not match with his signatures on the agreement to sell.** The Project Proponent reserves its rights to place all relevant documents on record to prove the falsity of the letter petition if the need so arises subsequently.
- e. It is submitted that the friends and associates of Sh. Bankoti have earlier embroiled the Project Proponent in several false and frivolous litigations and have been unsuccessful in the same. Such disgruntled individuals have time and again created hindrances in the execution of

the Project to pressurize the Project Proponent into succumbing to their illegal demands. These proceedings and their outcome are enumerated as follows:

- i. On 01.12.2021, one Mr. Vikram Singh, who to the best of the knowledge of the Project Proponent, is a close associate and family friend of Sh. Diwan Singh Bankoti, filed a complaint no. 262309 on the Chief Minister Portal for public grievances containing identical allegations that form the subject matter of the present application. A true copy of the complaint no. 262309 on the Chief Minister Portal for public grievances along with its and translated copy is attached herewith as **Annexure R-11**.
- ii. In response to Mr. Vikram Singh's complaint, the Revenue Inspector filed a report dated 06.12.2021, finding that the allegations made therein were without substance and unsupported by any evidence. The report categorically observed that there was no evidence of the fact that the muck was disposed the river; that muck was being disposed on the private land of the villagers who are compensated on monthly basis; and that the MOEF had given permission to the Project Proponent to procure 3.52 Hectare of Forest Land on lease for the development of project. A True Copy and translated copy of the report dated

06.12.2021 downloaded from the CM Portal is attached herewith as **Annexure R-12**. In view of the report dated 06.12.2021, the complaint by Mr. Vikram Singh was closed. A True copy of the closure report of Complaint No. 262309 on the CM's grievance redressal portal along with its translated copy is attached herewith as **Annexure R-13**.

iii. In addition to Mr. Vikram Singh, Mr. Deepak Kumar (former Pradhan of Gram Panchayat Sirsauli) and his cousin Mr. Praveen Kumar, have consistently and repeatedly colluded to cause hindrances in the execution of the Project and illegally extort money from the Project Proponent, by initiating false and baseless proceedings. It is pertinent to note the following:

A. In 2019, Mr. Deepak Kumar expressed interest in participating as a contractor in construction of a tunnel in relation to the Project. The Project Proponent did not accept his request as the tunnel construction is highly sophisticated and technical, for which Mr. Deepak Kumar did not have the expertise or experience.

B. Nursing a grudge against the Project Proponent for rejection of his proposal, Mr. Deepak Kumar started creating

hindrances to the Project around July 2020 and attempted to extort money from the officials of the Project Proponent.

C. On 20.10.2020, Mr. Deepak Kumar along with 10-15 villagers came to the Project Site Edit 1 (*located in the middle of the project approximately around 1.8 km from barrage and around 1 km from Sirsauli Village towards the barrage*), which is the access to tunnel, and using physical force, halted the Project work. Thereafter, again, on 21.10.2020 the Mr. Deepak Kumar sat over the poclain excavator machine and forced the Project Proponent to stop the work. The Project Proponent sent a representation dated 21.10.2020 to the Revenue Inspector, Bankot. A True copy of the representation dated to the Revenue Inspector, Bankot 21.10.2020 along with its translated copy is attached herewith as **Annexure R-14**.

D. Immediately thereafter, Mr. Deepak Kumar's family further attempted to register false cases against the Project and the officials of the Project Proponent. To safeguard its interest, the Project Proponent alerted the Revenue Inspector vide letter dated 28.10.2020 that false cases may be filed against the company and their officials. A True Copy of the letter to

the Revenue Inspector dated 28.10.2020 alongwith its translated copy is attached herewith as **Annexure R-15**.

E. Thereafter, on 13.02.2021 Mr. Deepak Kumar again tried to create hindrances as he blocked the Sirsauli road by constructing a wall in the middle of the road with a view to extort money from the Project Proponent. Two days later, Mr. Deepak Kumar assaulted one of the officials of the Project Proponent in relation to which an FIR dated 15.02.2021 was registered against him under Section 323, 392, 411, 504 and 506 of the Indian Penal Code, 1860 bearing no. 01 of 2021, in revenue station - Bankot, Tehsil-Ganai. Thereafter, Criminal Case no. 102 of 2021 ("**Assault Case**"), was tried against the accused in the court of Hon'ble Judicial Magistrate, Gangolihat, in which he was convicted vide Judgment dated 01.08.2022. True copy and translated copy of the FIR dated 15.02.2021 is attached herewith as **Annexure R-16**. A True Copy of the judgment of the Judicial Magistrate, 1st Class, Gangolihat dated 01.08.2022 in Criminal Case no. 102 of 2021 is attached herewith as **Annexure R-17**.

- F. As a counterblast to the above, Mr. Deepak Kumar caused his cousin, Mr. Praveen Kumar, to file WP(PIL) No. 151 of 2022 before the Hon'ble High Court of Uttarakhand under the guise of public interest. This collusion is evident from the fact that the Petitioner in WP(PIL) No. 151 of 2022 relies on the representations made by Mr. Deepak Kumar, to which the PIL Petitioner Mr. Praveen Kumar himself is not a party.
- f. Therefore, it is ex-facie evident that the applicant and his associates and friends are desperately forum shopping to cause prejudice to the Project Proponent.
- g. It is respectfully submitted that due to the above facts and circumstances, the Project Proponent has a strong reason to believe that the letter petition has been set up and fabricated by the associates of Sh. Diwan Singh, who after themselves being unsuccessful, have used the name of Sh. Diwan Singh with mala fide motives. It is respectfully submitted that the present application is motivated, misconceived, and filed in aid of vested interests only to harass the Project Proponent further. Bona fides of the applicant are highly circumspect, and the application deserves to be dismissed at the outset.

7. Without prejudice to the above submissions, the Project Proponent denies all allegations made in the Original Application and is placing on record its reply to the allegations made therein.

REPLY ON MERITS

8. Brief summary of the Project:

- a. The Project is a small hydel power project of 21 MW being developed by the Project Proponent on River Sarju and is located in Gangolihat block of Pithoragarh District. The Project's location was identified by Uttarakhand Infrastructure Projects Co. Pvt. Ltd. ("UIPC"), a joint venture of State of Uttarakhand and Infrastructure Leasing & Financial Services Ltd. (ILFS).
- b. The Department of Water Resources Development and Management, IIT Roorkee was engaged by UIPC for preparation of the Detailed Project Report ("DPR") for the Project. IIT Roorkee after conducting Site specific studies and Geo technical Investigations prepared the DPR in 2011 which was approved by the Chief Secretary (Energy), GOU. It is pertinent to mention that all environmental concerns and the submergence of surrounding areas were considered by IIT Roorkee while preparing the DPR.

- c. Based on the DPR, the Project was allotted to the Project Proponent in 2014. Further, it was categorically mentioned in the DPR that the Project would require land acquisition for (a) Diversion Structure (b) Powerhouse (c) Project Road (d) Tunnel, surge tank, intake, edits (e) muck dumping, and (f) land for creation of stores. In total, for all these ancillary construction activities, the Project Proponent would be requiring 11 hectares of land approximately.
- d. On 16.07.2014, an implementation agreement was executed between the Government of Uttarakhand, Khutani Power Company Ltd. and Shyama Power India Ltd. for the development and implementation of the Project for a period of 40 years. The Project was proposed to be developed for augmenting power generation in Uttarakhand using renewable energy sources and for helping in rural electrification of the State. True Copy of implementation agreement dated 16.07.2014 between the Government of Uttarakhand, Khutani Power Company Ltd. and Shyama Power India Ltd. is attached herewith as **Annexure R-18**.
- e. Since the water conductor system (which conducts water required for generation of power from reservoir to the powerhouse) is conceived as a tunnel, the Project has negligible impact on the surface ecology and

the surrounding ecosystem including on forests, wildlife, and aquatic life.

9. **The Project Proponent has developed the Project in compliance with all relevant guidelines, rules, and regulations:**

- a. The Project Proponent vehemently denies the allegation that the power project is not being constructed as per the guidelines prescribed by the Government of India. It is respectfully submitted that the Project is being with due diligence and in full compliance of the law. The Project Proponent, in addition to ensuring that all environmental regulations are followed and implemented, has left no stone unturned to safeguard the interest of the residents living in the vicinity of the project in terms of development, employment, etc.
- b. It is submitted that the Project work began in the year 2019 in terms of the approval letter dated 10.05.2019 received from Uttarakhand Government, issued pursuant to letter no. 8B/UCP/01/38/2018/FC/2183 dated 17.01.2019 of the MoEF for constructing a 21 MW capacity power project in village Bankot Tehsil Ganai-Gangoli, District-Pithoragarh. True copy and translated copy of approval letter dated 17.01.2019 of the MoEF is attached herewith as **Annexure R-19**.

- c. It is submitted that the Project is covered in the white category (small hydel power less than 25 MW) in the activities falling under the Central Pollution Control Board, the units covered under white category have been exempted from obtaining consent for operation by the State Board. Furthermore, the capacity of the Project is of 21 MW, which does not require Environmental Clearance (EC) as per the provisions mentioned in Environment Impact Assessment (EIA), Notification 2006. However, a study was conducted by the Government of Uttarakhand for all the projects along Saryu River to assess their impact on the environment. The project was awarded to the Project Proponent only after the said study revealed favorable results.
- d. Consent to Establish (CTE) for 5 years was issued in favour of the Project Proponent vide letter No. UEPPCB /HO/NOC-7298/2019/1707, dated 28.01.2020 by Uttarakhand Pollution Control Board. True copy and translated copy of Consent to Establish dated 28.01.2020 issued by Uttarakhand Pollution Control Board is attached herewith as **Annexure R-20**.
- e. The Project Proponent has obtained all requisite NOCs/Permissions/Consents etc. from the relevant government departments, which are enlisted as under:

S.No.	Department	Date
1	Techno Economic Clearances	Along with the DPR
2	NOC's From Gram Panchayat (Bankot, Batgeri, Sirsauli, Ason, Simtoli -II)	12.01.2015; 25.01.2015; 05.02.2015; 07.02.2015; 14.02.2015
3	State Pollution Control Board	28.01.2020
4	Public works department	27.04.2015
5	Irrigation Department	24.04.2015
6	Minor Irrigation Department	07.05.2015
7	Pay Jal Nigam	18.05.2015
8	Irrigation Department	24.05.2015
9	Fisheries Department	20.05.2015
10	Agriculture department	04.06.2015
11	Water Linkage Permission from Irrigation Department	04.07.2015
12	Jal Sansthan	30.10.2015
13	NOC in compliance to Forest Dwellers Act	27.04.2016
14	Permission for Land Purchase of Agriculture land beyond 250. Sq. mts.	04.05.2017
15	Approval of Catchment; Treatment Area Plan	30.10.2017; 13.10.2017
16	Forest Clearances	17.01.2019
17	Mining Permission (RBM)	04.01.2022
18	Mobile Stone Crusher Permission	07.08.2020

True Copy and translated copy of NOC's From Gram Panchayat (Bankot, Batgeri, Sirsauli, Ason, Simtoli -II) is attached herewith as **Annexure R-21 (Colly)**.

True Copy and translated copies of permissions from various departments (Irrigation Department, Minor Irrigation Department, Pay Jal Nigam, Jal Sansthan, Fisheries Department 20.05.2015) is attached herewith as **Annexure R-22 (Colly)**

True Copy and translated copy of Approval of Catchment; Treatment Area Plan dated 30.10.2017 and 13.10.2017 is attached herewith as **Annexure R-23.**

True Copy and translated copy of permission for purchase of agricultural land beyond 250 sq mts dated 04.05.2017 is attached herewith as **Annexure R-24.**

10. **Allegations of muck disposal in the River Saryu:**

- a. The Project Proponent vehemently denies the allegation that the muck/debris that is coming out from the tunnel being built for the power project is being dumped in the Saryu River and huge damage is being caused to the aquatic animals of the river. Various inspections conducted by several committees, constituted pursuant to multiple anonymous complaints, have found that muck is not being dumped in the river and such allegations are completely unsubstantiated.
- b. It is submitted that office memorandum dated 11.04.2013, bearing no. 8311/2005-04(8)-129/2010, issued by Urja Vibhag, Government of Uttarakhand, categorically states that in the case of hydroelectricity projects, the muck dumping is to be done beyond the distance of 30 meter from the river (High Flood Level). However, in the present case, while exercising utmost care and caution, the Project Proponent has

made end point of muck disposal site at approximately 50 mts from the river. A True Copy of the office memorandum dated 11.04.2013, bearing no. 8311/2005-04(8)-129/2010, issued by Urja Vibhag, Government of Uttarakhand along with its translated copy is attached herewith as **Annexure R-25**.

c. It is submitted that muck is being dumped at clearly identified sites and as per the requisite guidelines in terms of Clause 5.1.19 of the Implementation Agreement. It is submitted that as per the muck disposal proposal of the Project Proponent, the Project Proponent has identified 3 muck disposal areas i.e., (1) Near the barrage around 500m downstream of the river in Nagar Batgari (revenue area); (2) Sirsauli around 2 km downstream along the river; and (3) In Bhanmati around 4 km from downstream from barrage. True Copy of Muck Disposal Proposal as submitted with the Forest Department, Pithoragarh is attached herewith as **Annexure R-26**.

d. It is submitted that Joint Committee inspected the 3 muck dumping sites of the Project Proponent during its inspection on 26.09.2023 and concluded that the debris was not found being discharged into the river. Therefore, the possibility of aquatic biodiversity being adversely impacted was negligible. **It is pertinent to note that no observations have been made in the Joint Committee Report to suggest that**

muck was being disposed/dumped in the river. The allegations of the Applicant are therefore completely unfounded and misplaced.

- e. Only one Muck Dumping Site is being used by the Project Proponent currently:

(1) The Project Proponent has identified three Muck Dumping Sites for disposal of muck generated during different phases of construction of the Project, which are as follows:

- i. Muck Dumping Site 1 (Batgari)- has been proposed to be utilised for the purpose of dumping muck generated during the construction of the barrage.
- ii. Muck Dumping Site-2 (Sirsauli)- has been proposed to be utilised for the purpose of dumping muck generated during the construction of the tunnel.
- iii. Muck Dumping Site-3 (Bhanmati)- has been proposed to be utilised for the purpose of dumping muck generated during the construction of the powerhouse.

(2) Since the work of construction of barrage and powerhouse has not yet commenced, the Project Proponent currently is only using a piece of land as muck disposal area which is near the proposed Muck Dumping Site 2 along the river, to dispose of muck generated

due to construction of tunnel. This land has been leased from the villagers for which they are paid due rent and is situated at a distance of about 50 meters from Saryu River. Wire crate retaining wall has been constructed at Muck Dumping Site 2.

(3) As far as Muck Dumping Site-1 is concerned, the Project Proponent has dumped only 1000 cubic meters of muck at the site as against its capacity of 79,200 cubic meters. Therefore, muck dumping site has been barely used. *The initial muck dumping in this site has been done 70 m from river.* This site has not been used to its full capacity and a road has been constructed near the site in line with the proposal, for transportation of construction equipment.

(4) Muck Dumping Site-3 has not been used by the Project Proponent at all.

f. It is submitted that various inspections conducted by several committees have found that muck is not being dumped in the river and such allegations are completely unsubstantiated. It is pertinent to mention here that the Revenue Sub-Inspector of Bankot, himself inspected the site and presented the report dated 06.12.2021 to Tehsildar, Ganai Gangoli, in which he himself has attested to the fact that there is no proof of muck being dumped into the river.

g. Furthermore, the local administration of the village Sirsauli has issued a certificate stating that muck is being disposed only in the designated muck dumping zones and on land which has been leased/purchased from the villagers. It has been categorically certified that muck is neither being disposed in the Saryu River nor is it being disposed in the agricultural land of the villagers without permission. A true copy and typed copy of Certificate of Gram Panchayat Sirsauli is attached herewith as **Annexure R-27**.

11. **Allegations regarding emergence of cracks in homes of villagers:**

- a. The Project Proponent vehemently denies that the project has caused cracks in the houses of poor people due to which there is a strong possibility of loss of life and property. Such allegations are completely baseless and unsubstantiated and have been made only to harass the Project Proponent.
- b. It is submitted that Village Sirsauli is situated in the remote hills of Uttarakhand, with poor quality roads making it extremely difficult to access the village. It is submitted that cracks started emerging in certain houses in the village much before the project work was started by the

Project Proponent due to various reasons which have nothing to do with the digging of the tunnel for the project. The reasons why the houses in the village are more susceptible to damage and emergence of cracks are as follows:

- i. the houses have been constructed using poor quality construction material, as it is extremely difficult procure good quality material owing to the remote location of the village and lack of approach roads;
 - ii. the houses are constructed on slopes and lack back slope stability. Additionally retaining walls have not been constructed in most houses.
 - iii. the houses are old and the structures have been overburdened over time due to lack of proper design, faulty construction and sub-standard building material.
- c. It is submitted that the tunnel for the Project is being constructed 100-150 m behind the village Sirsauli and 12 kms away from Bankot and that too approximately 80-100 meter below the surface. It is pertinent to point out that the tunnel is being constructed in accordance with the DPR, tender specifications and the implementation agreement. The apprehensions regarding earthquake have been very well explained in the DPR, wherein it states, '*Uttarkashi earthquake (MS 6.9) of 19th*

Oct 1991 and Chamoli earthquake (magnitude 6.8) of 29th March 1999 are the major events recorded recently. The epicentre of these earthquakes are far away from the project site. This aspect should be taken into consideration while designing the seismic coefficient of the barrage.' True Copy of relevant extract of the Detailed Project Report is attached herewith as **Annexure R-28**. Therefore, reliance of the Applicant on the incident in Chamoli, which is an earthquake prone area far away from the Project site, is completely misleading and misplaced.

- d. Furthermore, the DPR also categorically mentions that since there are several active land slide zones along the alignment of the water conductor system, it is considered safe to provide a tunnel to carry water to the powerhouse. Therefore, the construction of tunnel itself validates the fact that the answering Respondent is carrying out the construction by keeping the villages and their susceptibility in mind.
- e. It is submitted that for the purpose construction of tunnel, the Project Proponent is employing the Long Delay Detonator (LDD) technology for blasting, which minimises the impact on surroundings. The extent of impact, if at all, is limited to 80-108 times the diameter of the charge/blast hole made underground. The diameter of the blast holes in the present case is 32 mm. Hence, the damage due to charging/blast hole will be confined to a distance of 3 to 3.2 m. Therefore, it is impossible

that cracks could have been caused due to charging/vibrations from the underground blasting, as the same cannot physically travel a distance of about 80-100 m (which is the depth of the tunnel below the surface).

- f. That there is no link between the construction of tunnel and emergence of cracks in the houses of villagers has also been validated by the report of the Joint Committee dated 26.09.2023 wherein it has been categorically observed that:

“On inquiring with the local people regarding the cracks in some houses in the village, it was told that the cracks in the houses were there since 10-15 years ago (before the project work started). Looking at the cracks, it cannot be said with certainty that the said cracks have come into the buildings due to the tunnel excavation work of the project.”

- g. Furthermore, an affidavit was furnished by the project manager during the inspection on 26.09.2023, which was duly verified by the local administration, stating that no loss to life or property has been caused due to construction work of the project. True copy and translated copy of affidavit of the Project Manager dated 26.09.2023 is attached herewith as **Annexure R-29**.

- h. It is submitted that Uttarakhand Jal Vidyut Nigam Ltd (UJVNL) had also constituted a committee to examine whether the emergence of cracks in the houses was due to the drilling work of the tunnel. The

members of the Committee were Deputy General Manager (Civil) UJVNL, Dehradun; Deputy General Manager (Geology) UJVNL, Dehradun and Assistant Engineer (Technical), Urja Cell, Dehradun, who are subject matter experts. The inspection was conducted by the UJVL committee on 18.09.2023 and 20.09.2023 and all the above points were pointed out to the said committee. The Project Proponent has not been supplied with a copy of the UJVNL committee report and reserves its right to place the same on record on receipt of the same.

12. Joint Committee Report for joint inspection conducted on 26.09.2023:

- a. It is submitted that the Joint Committee during its inspection did not find any violation by the Project Proponent pertaining to muck dumping and also found that there was no conclusive proof of the emergence of cracks due to the construction of tunnel. Therefore, all the allegations of the Applicant were found to be unsubstantiated.
- b. It is submitted that the representative of the Project Proponent joined the inspection proceedings of the Joint Committee and provided all relevant documents. It is however pertinent to note that the person contacted on the phone number provided in the letter petition, purportedly belonging to Diwan Singh, not only informed that the number did belong to any Diwan Singh, but also informed that he had

not filed the letter petition before this Hon'ble Tribunal and declined to join the proceedings. The findings and observations of the Joint Committee are also being responded to as hereinunder.

c. Observations on muck dumping:

i. It is reiterated that Joint Committee inspected three muck dumping sites of the project Proponent and concluded that the muck was not found being discharged into the river, as has been alleged by the Applicant. Therefore, the possibility of aquatic biodiversity being adversely impacted was negligible.

ii. Observations of the Committee:

(1) According to the model plan of muck disposal of M/s Khutani Hydroelectric Project, private land has been selected for muck dumping. A total of 03 debris dumping sites are proposed/functional in the said project —

- a. Muck Dumping Site-1 Batageri (Private Land)
- b. Muck Dumping Site—2- Sirsauli (Private Land)
- c. Muck Dumping Site—3 Bhanmati (Private Land)

The holding capacity of the above three dumping sites is 295807 cubic meters.

(2) During inspection, muck previously disposed of by the project was found stored at Muck Dumping Site-1, Batageri. This site is situated at a distance of less than 30 meters from the river and no wire crate retaining wall was visible at the site.

(3) Muck Dumping Site-2, Sirsauli: Muck disposal is not being done at the proposed location but muck is being disposed on the land measured by the local people by contracting with the local people in Sirsauli itself, whose Google latitude is $29^{\circ}45'18.7$ and longitude is $79^{\circ}49'506$, is situated at a distance of about 50 meters from Saryu River. Wire crate retaining wall has been constructed at Muck Dumping Site-2.

(4) Muck is not being disposed at Muck Dumping Site-3, village Bhanmati. This place is also situated at a distance of less than 30 meters from the river. During inspection, the muck was not found being discharged into the river. Therefore, the possibility of aquatic biodiversity being affected is negligible.

iii. Reply of the Project Proponent:

(1) Muck Dumping Site -1:

- a. It is respectfully submitted that the observations of the Joint Committee pertaining to Muck Dumping Site-1 are inaccurate and do not state the correct set of facts. It is submitted that this muck dumping site has been barely used by the Project Proponent.
- b. It is submitted that Muck Dumping Site-1 has been proposed to be utilised for the purpose of dumping muck generated during the construction of the barrage. Since the work of construction of the barrage has not yet commenced, the Project Proponent has barely used this site for muck dumping.
- c. The Project Proponent has dumped only 1000 cubic meter (approx.) of muck as against the capacity of 79200 cubic meter of Muck Dumping Site-1. The initial muck dumping in this site has been done **70 m** from river and was discontinued thereafter. This site has not been used to its full capacity and a road has been constructed in line with the proposal, for transportation of construction equipment. Since muck dumping was discontinued at this site and the site was

used only partially, i.e. only to the extent of 1.26% of the total capacity, there was no requirement for construction of a retaining wall. The Project Proponent undertakes to construct a retaining wall in line with the plan before muck dumping at this site is resumed.

(2) Muck Dumping Site-2:

- a. Since the Muck Dumping Site-2 as per the Muck Dumping proposal was unsuitable, the Project Proponent identified an alternate site, closer to the proposed site, and the same has been taken on lease, for which due rent is paid to the landowner/villager.
- b. The Joint Committee report correctly observes that this site is situated at a distance of about 50 meters from Saryu River and wire crate retaining wall has been constructed at the site.
- c. Muck Dumping Site-2 is the only site that is being used for muck disposal by the Project Proponent since the project is at the stage of construction of tunnel. The capacity of this site is about 1,25,000/- cubic

meters. Approximately 50,000 cubic meters have been dumped on this site.

(3) Muck Dumping Site 3:

- a. The Committee has observed that muck is not being disposed at Debris Dumping Site-3, village Bhanmati. It is submitted that Muck Dumping Site-1 has been proposed to be utilised for the purpose of dumping muck generated during the construction of the powerhouse. It is submitted that since the work of construction of the powerhouse has not yet commenced, the Project Proponent has not used this site for muck dumping at all.
- b. The Committee however found that this site was situated at a distance of less than 30 meters from the river. During inspection, the debris was not found being discharged into the river. Therefore, the possibility of aquatic biodiversity being affected is negligible.

(4) Without prejudice to the submissions made herein, the Project Proponent undertakes to implement the suggestions no. 1, 2 and 3 of the Joint Committee qua

Muck Dumping Sites and shall submit a revised Muck Dumping proposal.

d. Observations on emergence of cracks:

i. Observations of the Committee:

(1) During inspection, it was informed by the project manager that the tunnel is at a distance of 100-150 meters in the north-east direction from village Sirsauli and at a depth of 80-100 meters.

(2) During inspection, micro cracks were visible in the said houses. On inquiring with the local people regarding the cracks in some houses in the village, it was told that the cracks in the houses were there since 10-15 years ago (before the project work started). Looking at the cracks, it cannot be said with certainty that the said cracks have come into the buildings due to the tunnel excavation work of the project.

ii. Reply of the Project Proponent:

(1) Observations of the Committee on this aspect are correct.

It is submitted that allegations of emergence of cracks are completely misplaced and unsubstantiated.

(2) Additionally, the submissions at para 11 above are relied on and are not being repeated herein for the sake of brevity.

e. Observations regarding the work of installation of ramp and dunk yard of stone crusher:

i. Observations of the Committee:

(1) The Committee has observed that the work of installation of ramp and dunk yard of stone crusher was found to be constructed near Muck Dumping Site-1 of the under construction project without obtaining consent for the installation from the State Board. In this regard, the recommendation to impose environmental compensation against the project has been sent separately to the Board Headquarters.

ii. Reply of the Project Proponent:

(1) It is submitted that for construction of the Project, a mobile stone crusher with a capacity of 20 Tonnes/Hr is required to be established at the project premises, which is being established near Muck-Dumping Site-1.

(2) It is submitted that in the year 2020, the Project Proponent applied for permission to establish a stone crusher in terms of Uttarakhand Stone Crusher, Screening Plant, Mobile Stone Crusher, Mobile Screening Plant, Pulverize Hotmix Plant, Ready-mix Plant License Policy 2020 (“Uttarakhand Stone Crusher Policy 2020”). It is submitted that permission to establish stone crusher was granted by the District Magistrate on 07.08.2020 after following due process including joint inspection by the Committee prescribed under the 2020 Policy (which includes the District Magistrate, Sub-Divisional Magistrate, Forest Department, Uttarakhand State Pollution Control Board, Geologist of the District Task Force and Mining Department). True copy and translated copy of Stone Crusher Permission dated 07.08.2020 issued by the District Magistrate is attached herewith as **Annexure R-30**.

(3) The installation work for the stone crusher began in the year 2020 and foundation for installation was laid after due consent was obtained by the Project Proponent. A mobile stone crusher was purchased by the company which could

not be installed since the crusher had an accident and fell into a ditch before reaching the Project site due to poor condition of the road leading to the Project site. Therefore, the mobile stone crusher could not be operationalized. The Project Proponent has since then been buying stone chips and dust from stone crushers in Nainital and Pannar, which are approximately 150 kms from the project.

- (4) On 11.11.2021, the State Government notified the Stone Crusher Policy 2021. The Project Proponent, in terms of the Stone Crusher Policy, sought yearly renewal of the stone crusher permission in the years 2022 and 2023. The Project Proponent applied for renewal of stone crusher permission on 04.05.2023. On 09.11.2023, the District Magistrate passed an order directing joint inspection in terms of the 2021 Policy. True Copy and translated copy of letter dated 04.05.2023 sent by the Project Proponent to the mining department is attached herewith as **Annexure R-31**. True Copy and translated copy of order dated 09.11.2023 passed by the District Magistrate is attached herewith as **Annexure R-32**.

(5) It is submitted that presently only the foundation of the crusher has been laid (after obtaining permission in 2020) and the installation work of the machine will be done only after permission for the same is renewed. Therefore, the observation that installation of stone crusher was being done without obtaining consent is erroneous and misplaced.

13. In light of the above facts and circumstances, it is submitted that the present application, being complete devoid of merits, deserves to be dismissed.



**RESPONDENT NO.5
(PROJECT PROPONENT)**

Sugandha

**THROUGH
SUGANDHA BATRA
(D/3564/2017)**

**ADVOCATE FOR RESPONDENT NO.5
K-40, LGF, HAUZ KHAS ENCLAVE
NEW DELHI - 110016
MOB: +91-9811715120**

Email: sugandha@sblawchambers.in

NEW DELHI

DATE: 24.01.2024

BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
ORIGINAL APPLICATION NO. 485 OF 2023

DIWAN SINGH

...APPLICANTT

Versus

STATE OF UTTARAKHAND
& ORS.

... RESPONDENT

AFFIDAVIT

I, Santosh Thakur, s/o Sh. Ram Sagar thakur, aged about 46 years having registered office at 720 Mahabir Prasad Block, Asiad Village, New-Delhi 110049:

1. That I am the Authorised Representative of the Project Proponent, Respondent No.5 in the Original Application and being well conversant with the facts of the case, am competent to swear this affidavit.
2. That the accompanying reply has been drafted by my counsel under my instructions and I have read the same and have understood the contents thereof, which are true and my knowledge and based on records maintained by the Respondent in its normal course of work, and nothing material has been concealed therefrom.
3. That the Annexures to the accompanying reply are true/certified copies of their respective originals.

VERIFICATION:

Verified at New Delhi on this 23 day of January 2024 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 concealed therefrom.

Santosh Thakur
DEPONENT

Santosh Thakur
DEPONENT

CERTIFIED THAT THE DEPONENT
Shri/Smt/Mr. Santosh Thakur
S/o. W/o. D/o Sh. Ram Sagar Thakur
Identified by Shri/Smt. *Sugandha Bhatnagar*
has solemnly affirmed before me, Delhi
on 23 JAN 2024 that the contents of the affidavit which have been
read over & explained to him are true & correct
to his/me knowledge

Notary Public, Delhi (India)

NOTARY
R.V. SINGH
REGISTRAR
INDIA
(Indemnified)
2/3564/2007

To,

Date-23.05.2023

National Green Tribunal Faridkot House,
Copernicus Marg
New Delhi-110001

Subject: Regarding the ill effects of human and environmental imbalance caused by construction of power projects contrary to standards.

Sir,

It is requested that the applicant Diwan Singh Bankoti, son of Late Umed Singh is a resident of Bankoti village Bankot post Bankot, tehsil Ganai Gangoli, district Pithoragarh. The applicant is an environment lover and social worker. From time to time, the applicant has been involved in construction of ponds in forests and extinguishing fires etc. to save the lives of wild animals. I do the work of environmental protection with my own resources. Sir, in this regard, a tunnel is being constructed for the construction of a power project in the name of Khutati Power Project located in a village Batgeri and Sirsauli Tehsil Ganai Gangoli Development Block Gangolihat District Pithoragarh of Uttarakhand, whose length is approximately 1.50 km. Sir, many villagers live here along with some poor scheduled caste families. People from some other category of poor families are earn their livelihood at this place and



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make a living through hard labor and agricultural work. Sir, the applicant is also the landholder of this under construction power project. This power project has caused cracks in the houses of poor people due to which there is a strong possibility of loss of life of his family. Any untoward incident can happen at any time, as it happened in Chamoli district of Uttarakhand last year, due to which the state government immediately took cognizance of this and took steps for rehabilitation. But sir, despite the villagers protesting from time to time, the state government did not wake up, the reason for this is this that this is an area situated at the extreme end of Uttarakhand which is still not completely developed. Sir, Saryu river flows here, this area is bordering Bageshwar district. Sir, due to the muck/debris that is coming out from the tunnel being built here for the power project, dumping zones are being created in the fields of poor people and by dumping more debris in the Saryu River, huge damage is being caused to the aquatic animals of the river. Sir, the power project is not being constructed as per the guidelines prescribed by the Government of India which is an unconstitutional act being done arbitrarily by the above company which is completely wrong. Sir, if any genuine landowner or any social worker tries to put this matter before the administration, then he is implicated in a false case by the above-mentioned company. Therefore, sir, the applicant mustered the courage to file a petition against this atrocity through his application today with the hope and confidence of the anti-corruption and clean administration of the present government and justice to every citizen who is sitting at the



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last mile. Sir, it is my request that you should immediately take cognizance and try to stop the above-mentioned power project and assess the damage caused to these poor villagers and the environment and the future damage being done by the above-mentioned company. Before there is any loss of human life and property, efforts should be made to stop the unconstitutional activities of the concerned power project and to provide proper compensation to the concerned poor people. Sir, if no positive action is taken this time, the applicant will be forced to fast unto death and will also seek recourse to the court if necessary.

Therefore, it is a humble request to you that in light of the above the above facts, make a thorough assessment and take concrete action to save and conserve the beautiful god-gifted environment of Uttarakhand and our age-old heritage, and direct the concerned higher authorities for its protection. Please resolve this request of a poor environmentalist and take immediate action so that the loss of life and property can be stopped in time by protecting the houses of all those affected poor families.

Sincerely

Diwan Singh

Diwan Singh Bankoti, son of Late Ummed Singh
Village Bankot Post Bankot Tehsil Ganai Gangoli
District Pithoragarh

Photocopy sent:-



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District Magistrate Sir Pithoragarh

Contact No 8958506383

Attached: - Court Mr. Judicial Magistrate, First Class
Ratlam District Ratlam (MP)



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Joint site inspection report of the site inspection conducted by the committee constituted in compliance with the order dated 04/08/2023 passed in the original application No-485/2023, Diwan Singh vs. State of Uttarakhand filed in the Hon'ble National Green Tribunal: -

As per the order passed by the Hon'ble National Green Tribunal (Principal Bench), New Delhi dated 04/08/2023, the present Original Application No-485/2023 has been filed by Shri Diwan Singh with the following written complaint:

The applicant has sent the present letter petition by post, which has been treated and registered as Original Application, complaining that a tunnel of the length of about 1.50 km is being constructed in Village Batgeri and Sirsauli Tehsil Ganai Gangoli, Block Gangolihat, District Pithoragadh, Uttarakhand for Khutani Power Project. Cracks have appeared in the houses of the residents of the locality and there is probability of untoward incident involving loss of lives and property happening there. For construction of the tunnel, soil is being mined and dumped in agricultural land. Muck is being discharged in Saryu River which is adversely affecting aquatic life.

Taking cognizance of the above complaint, the following written enforceable order has been passed by the Hon'ble National Green Tribunal in the case on 04/08/2023 –

In view of the averments made in the application, we consider it appropriate that a Joint Committee be constituted to verify the



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factual position and take appropriate remedial action. Accordingly, we constitute a Joint Committee comprising Representative of Ministry of Environment, Forest and Climate Change (MoEF&CC), Integrated Regional Office, Dehradun, Uttarakhand Environment Protection and Pollution Control Board (UEPPCB) and District Magistrate (DM), Pithoragarh and direct the same to meet within one week, undertake visits to the site, look into the grievances of the applicant, associate the applicant, verify the factual position regarding compliance with EC and CTO, proper management of soil mining and muck disposal and also safeguarding residences of local dwellers against damage and take appropriate remedial action by following due course of law. The UEPPCB will be the nodal agency for coordination and compliance. 4. Factual and Action taken Report may be submitted within two months by e-mail at judicial-ngt@gov.in preferably in the form of searchable PDF/OCR Supported PDF and not in the form of Image PDF.

In compliance with the above order, through letter No. UCPCB/HO/General-183-722/2023/786, dated 19/09/2023 of the Member Secretary, Uttarakhand Pollution Control Board wrote to the Joint Committee to nominate members of the Joint Committee for joint inspection, pursuant to which the following nominated members participated in the joint inspection on 26/09/2023-

1. The representative nominated on behalf of District Magistrate Pithoragarh is Shri Bhagat Singh Fonia, Sub-District Magistrate, Gangolihat, Pithoragarh.



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2. Dr. Krishnandu Mandal, Scientist-D, Ministry of Environment, Forest and Climate Change, Regional Office, Subhash Road, Dehradun.
3. Dr. DK Joshi, Regional Officer, Uttarakhand Pollution Control Board Regional Office, Haldwani, District-Nainital.

During the joint inspection, the Sub-District Magistrate, Gangolihat, Pithoragarh informed the complainant Mr. Diwan Singh over telephone, but the complainant expressed his inability to remain present during the joint inspection.

The joint site inspection report of the site conducted by the committee is as follows:

1. M/s Khutani Power Company Private Limited in continuation of the approval given by the approval letter dated 10.05.2019 received from Uttarakhand Government and in terms of letter no. 8B/UCP/01/38/2018/FC/2183 dated 17.01.2019 of the Government of India, Ministry of Environment, Forest and Water Air Change Regional Office (North and Central Region) is constructing 21 MW capacity power project in village Bankot Tehsil Ganai-Gangoli, District-Pithoragarh in 3.52 Hectare forest land allotted on 40 years lease (**Annexure-1**).
2. The power project under construction is covered in the white category (mini hydel power less than 25 MW) in the activities falling under the Central Pollution Control Board, the units covered under white category have been exempted from the obtaining consent for operation by the State Board and the



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referred power project is of 21 MW capacity, which is not required to take Environmental Clearance (EC) as per the provisions mentioned in Environment Impact Assessment (EIA), Notification 2006 (**Annexure-2**).

3. The project has been issued Consent to Establish (CTE) by letter number No. UEPPCB /HO/NOC-7298/2019/1707, dated 28/01/2020 by Uttarakhand Pollution Control Board for 5 years (**Annexure-3**).
4. During inspection, the work of installation of ramp and dunk yard of stone crusher was found to be constructed near the debris disposal site-1 category of the under construction project without obtaining consent for the installation from the State Board. In this regard, the recommendation to impose environmental compensation against the project has been sent separately to the Board Headquarters. (**Annexure-4**)
5. At present the barrage construction work of the project has not yet started. The length of Head Race Tunnel (HRT) is 3.82 km. Excavation work is being done through 2 edits, out of which excavation of 1.923 km has been completed. Slope protection and wire mesh work is in progress in Phase-1. Excavation work of 2 phases is being done by Edit-1, in which excavation work of 490 meters towards Phase-2 Dam site and 909 meters towards Phase-3 Power House is in progress. Excavation work is being done in two phases through Edit-2, in which Phase-4, 192 meter excavation work and Phase-5, 392 meter excavation work is in progress. (**Annexure -5**).



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6. The work of digging the tunnel is being done by drilling and blasting. During inspection, it was informed by the project manager that the tunnel is at a distance of 100-150 meters in the north-east direction from village Sirsoli and at a depth of 80-100 meters.
7. During the inspection, the houses of Mrs. Govindi Devi wife Bhawan Ram Sundar Lal son of Shri Ramesh Lal, Saju Kumar son of Rajendra Prasad, Jag Bahadur son of Pratap Ram Kuldeep Kumar son of Jagat Ram and Shanti Devi wife Balwant Ram located in village Sirsoli were inspected. During inspection, micro cracks were visible in the said houses. On inquiring with the local people regarding the cracks in some houses in the village, it was told that the cracks in the houses were there since 10-15 years ago (before the project work started). Looking at the cracks, it cannot be said with certainty that the said cracks have come into the buildings due to the tunnel excavation work of the project. (**Annexure-6**). (Photographs of cracks in the buildings of local villagers).
8. An affidavit verified by the local administration was presented before the committee by the project manager regarding no loss of life or property during the project construction work, a copy of which is attached. (**Annexure-7**).
9. According to the model format of muck disposal of M/s Khutani Hydroelectric Project, private land has been selected



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for debris dumping. A total of 03 muck dumping sites are proposed/functional in the said project -

- (a) Muck Dumping Site-1 Batageri (Private Land)
- (b) Muck Dumping Site -2- Sirsoli (Private Land)
- (c) Muck Dumping Site -3 Bhanmati (Private Land)

The holding capacity of the above three muck dumping sites is 295807 cubic meters. During inspection, debris previously disposed of by the project was found stored at Muck Dumping Site-1, Batageri. This site is situated at a distance of less than 30 meters from the river and no wire crate retaining wall was visible at the site.

Muck Dumping Site -2, Sirsoli: The disposal/storage model of the project is not being done at the proposed location but is being disposed on the land measured by the local people by contracting with the local people in Sirsoli itself, whose Google latitude is 29°45'18.7 and longitude is 79°49'50.6 and is situated at a distance of about 50 meters from Saryu River. Wire crate retaining wall has been constructed at debris dumping site-2.

Debris is not being disposed at Muck Dumping Site-3, village Bhanmati. This place is also situated at a distance of less than 30 meters from the river. During inspection, the debris was not found being discharged into the river. Therefore, the possibility of aquatic biodiversity being affected is negligible. (**Attachment-8**)



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The following remedial suggestions are being recommended by the joint committee-

Suggestion-1: Muck should be disposed within Muck Dumping Site-1 by leaving 30 meters from the river bank and constructing a retaining wall of appropriate height.

Suggestion-2 Muck Dumping Site Zone-3, in which muck dumping has not been done and whose distance from the river is less than 30 meters, should be set up leaving a distance of 30 meters from the river and a retaining wall of appropriate height should be constructed and the muck should be disposed within it.

Suggestion-3: A revised muck dumping plan should be prepared for the debris disposal of the project and it should be approved by the concerned department. Only after that muck should be disposed of.

Suggestion-4: Whether the micro cracks that were seen in the houses of the local people during the inspection have come in the buildings due to the tunnel excavation work of the project or due to any other reason, it would be appropriate to conduct a survey in this regard from a subject expert institute.

Signature in English Illegible

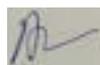
Dr. D.K. Joshi,
Regional Officer,
UKPCB Haldwani,



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Dr. Krishnend, Mandal,
Scientist D.
Ministry of Environment, Forest and Climate Change,
Regional Office, Subhash Road Dehradun.

Bhagat Singh Phonia
Sub-District Magistrate,
Gangolihat.



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HIGH COURT OF UTTARAKHAND

AT NAINITAL

INDEX

IN

WRIT PETITION NO.....151.....OF 2022 (PIL)

(Under Article 226 of the Constitution of India)

District- Pithoragarh

CASE No..... CNR No.....

Between

Praveen Kumar

..... Petitioner

VERSUS

State of Uttarakhand and others

..... Respondents

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True copy

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True copy

	Commissioner				
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Certified that entries in serial number 1 to serial number..... of this Index have been filled up by me.

Date:

(P. S. Saun) (Shashank Saun)

Bar No. P-360 Bar No. S-1465

Advocates

Counsels for the Petitioner



True copy

IN THE HIGH COURT OF UTTARAKHAND
AT NAINITAL
COURT FEE

IN

WRIT PETITION NO.....OF 2022 (PIL)
(Under Article 226 of the Constitution of India)

District- Pithoragarh

Praveen Kumar

..... Petitioner

VERSUS

State of Uttarakhand and others

..... Respondents

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Praveen

IN THE HIGH COURT OF UTTARAKHAND
AT NAINITAL

Brief Details of Date and Events

IN
WRIT PETITION NO.....151.....OF 2022 (PIL)
(Under Article 226 of the Constitution of India)

District- Pithoragarh

Praveen Kumar

..... Petitioner

VERSUS

State of Uttarakhand and others

.....Respondents

S. No.	Dates	Events
1.	2014	In the year 2014, a Hydro Power Project was sanctioned in the State of Uttarakhand on the Sarju (Sarayu) River, in Pithoragarh and Bageshwar district of Uttarakhand for a period of forty years (40 yrs.) and that the project was sanctioned to Khutani Power Company Pvt. Ltd. and M/s Shyama Power India Limited for development of 21 MW power project.
2.		The Sarju (Sarayu) River is a tributary of Kali River, again which is a tributary of River Ganga; Sarju (Sarayu) River originates from Kautela Dhar range of Himalayas and flows through major human habitations like Kapkot, Bageshwar, Sheraghat in a south-easterly direction to join with Eastern Ramganga River, flowing on its eastern boundary, at Rameshwar

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		and flows with the name of Saryu in a South-Easterly direction to join Mahakali River downstream of Ghat and the total length of River Saryu from its origin upto its confluence with Ramganga at Rameshwar is 112.69 Km.
3.	16.07.2014	An Implementation Agreement was sufficed on 16.07.2014 for Khutani Hydro Power Project (21.00 MW) between the Government of the Sate of Uttarakhand and Khutani Power Company Pvt. Ltd. and M/s Shyama Power India Limited for the development and implementation of Khutani Hydro Electric Project on the Sarju (Sarayu) River , in Pithoragarh district of Uttarakhand.
4.		Uttarakhand Infrastructure Project Company promoted by Government of Uttarakhand has carried out the necessary detailed investigations and submitted the Detailed Project Report (DPR) for implementation of project after having satisfied itself about the techno economic viability of the project and convinced that it can obtain all statutory clearances and approvals from the concerned authorities.
5.		That in the present case, the muck is being deposited adjacent to the river Sarju by the Company and from time to time the muck is


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		being thrown in the river to save transportation expenses. The muck sites have also been made very close to the river which is against the law and rules laid down by the Hon'ble High Court and the Government of Uttarakhand.
6.	04.05.2017	Khutani Power Company Pvt. Ltd. is illegally and through force are taking possession of the lands belonging to the Schedule Caste people in the area and around villages adjacent to the project and is in violation of the GO No. 702/XVIII(II)/2017-01(03)/2016 dated 04.05.2017. That the lands belonging to the persons of the Schedule Caste are being taken without taking permission from the District Magistrate.
7.		The Sarju (Sarayu) River is joined by the Bhadragad stream near Nagharh, upstream of Khutani Small Hydro-Electric Project and this site is marked for the dam but the area shown for the said purpose is only 2 km. which is done to save the project cost as when the Sarju river and Nagharh stream combine the submergence area will cover the area more than 2 kms. and for the said purpose only 0.34 ha land is only marked which is less and insufficient marked for the sole purpose to save cost and document works by the Company.
8.		The Khutani Power Company Pvt. Ltd. along

		with the local administration has prepared a forged report and the sanction had been given for the project which shall affect and submerge the temples belonging to Lord Shiv and local deity of Lord Masand commonly known as Sateshwar Shiv Dham, Masand Baba Mandir located at Village Naghar, Gram Sabha Batgeri Ganai Gangoli, Gangolihaat, District Pithoragarh. However, no action plan for relocating the temples and cemetery has been made part of the project. That it is also pertinent to mention here that no temples or cemetery has been shown to exist in that place and the Company has denied admitting their existence.
		That to save cost, the Company is also building a tunnel from the middle of the Village Sirsloi because of which a hazardous situation is prevalent as many cracks are now been seen in the houses of the villagers.
10.	18.02.2020	That it is evident from the Agreement Point 8 of the lease deed dated 18.02.2020 that the Company will demarcate the forest land through RCC pillars but no demarcation has been done till date in the forest area and the trees are being cut down without informing the Forest Officers and deforestation is being done in an arbitrary manner
11.		That however no alternative has been found


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		and to a utter surprise the bridge is also not shown in the Joint Investigation Report. The Bridge connecting the district Pithoragarh and Bageshwar is around 100 mtrs. in length and is a permanent route for school-going children and local people. That if the said bridge comes under the submerged area then it will affect the local life of the people living in these revenue villages having no other alternative route to cross the River Sarayu.
12.		That in this regard at least 117 people of the Village Sirsoli have made a representation before Kumaon Commissioner feeling aggrieved from the actions of the Khutani Power Company Officials but no action has been taken till date.
13.	06.09.2022	That feeling aggrieved from these contentions, the elected members of the local Gram Panchayats of different villages have also made a representation before the Hon'ble Chief Minister on 06.09.2022 but no action has been taken in this regard and the issue is lying in abeyance
14.		Hence this petition.

Date:

(P. S. Saun) (Shashank Saun)
 Bar No. P-360 Bar No. S-1465
 Advocates

Counsels for the Petitioner


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Pravesh

IN THE HIGH COURT OF UTTARAKHAND
AT NAINITAL

WRIT PETITION NO.....151.....OF 2022 (PIL)
(Under Article 226 of the Constitution of India)

District- Pithoragarh

Praveen Kumar (male, aged about 20 years)
S/o Shri Shyam Lal R/o Village Sirsoli, Post
Batgeri, Tehsil Ganai District Pithoragarh,
Uttarakhand.

..... Petitioner

VERSUS

1. State of Uttarakhand through Secretary Energy,
Secretariat, Subhash Road, Uttarakhand
Government, Dehradun.
2. Uttarakhand Pollution Control Board, Gaura
Devi Bhawan, IT Park Sahastradhara, Dehradun,
Uttarakhand.
3. Kumaon Commissioner, Nainital, Uttarakhand.
4. District Magistrate, Collectorate Complex,
Pithoragarh.
5. District Magistrate, Collectorate Complex,
Bageshwar.
6. Divisional Forest Officer, District Pithoragarh.
7. Divisional Forest Officer, District Bageshwar.
8. Khutani Power Company Pvt. Ltd. having its
registered office at 10, Community Centre, IInd
Floor, East of Kailash, New Delhi-110065


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through its Managing Director Shri Santosh Thakur.

9. M/s Shyama Power India Limited having its registered office at Naga Cottage, Circular Road, Dimapur- 797 112, Nagaland through its authorized signatory and Managing Director Shri Santosh Thankur.

.....Respondents

To,

The Hon'ble the Chief Justice and his other companion Judges of the aforesaid Court.

The humble petition of the above named petitioner MOST RESPECTFULLY SHOWETH as under:

1. That the petitioner is the resident of Village Sirsoli, Post Batgeri, Tehsil Ganai District Pithoragarh, Uttarakhand and is an affected party and a public-spirited person and is having a locus to file the present petition (PIL) which pertains to severe implementation illegalities in **Khutani Hydro Power Project (21.00 MW)** and the same being against the Implementation Agreement dated 16.07.2014 agreed between the Government of State of Uttarakhand and Khutani Power Company Pvt. Ltd. and M/s Shyama Power India Limited and against the interest of the people of the Uttarakhand State and in particular against the interests of people residing in the vicinity of the Khutani Hydro Power Project and in the district Bageshwar and Pithoragarh.
2. That the subject matter of the present petition is directly and intricately related to the enforcement of Fundamental Right to



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equality, life and livelihood guaranteed to the citizens of this country under Article 14 and 21 of the Constitution of India.

3. That to the best knowledge of the petitioner, this is the first Public Interest Litigation on behalf of the petitioner before this Hon'ble Court for the present cause of action and no other petition is pending disposal before this Hon'ble Court or before any other court for the same cause of action as claimed in this instant petition.
4. That the subject matter of the present petition is res integra and the Questions of law in the present case are being agitated for the first time on the basis of present facts.
5. That in the year 2014, a Hydro Power Project was sanctioned in the State of Uttarakhand on the Sarju (Sarayu) River, in Pithoragarh and Bageshwar district of Uttarakhand for a period of forty years (40 yrs.) and that the project was sanctioned to Khutani Power Company Pvt. Ltd. and M/s Shyama Power India Limited for development of 21 MW power project.
6. That the Sarju (Sarayu) River is a tributary of Kali River, again which is a tributary of River Ganga; Sarju (Sarayu) River originates from Kautela Dhar range of Himalayas and flows through major human habitations like Kapkot, Bageshwar, Sheraghat in a south-easterly direction to join with Eastern Ramganga River, flowing on its eastern boundary, at Rameshwar and flows with the name of Saryu in a South-Easterly direction to join Mahakali River downstream of Ghat and the total length of River Saryu from its origin upto its confluence with Ramganga at Rameshwar is 112.69 Km.


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7. That the Sarayu Catchment is one of the important catchments of Uttarakhand State and the Project area of Khutani Small Hydro-Electric Project is around 25,279 hectares comprising 12976 ha (51.33%) of forests, 10486 ha of agriculture land and the rest 1817 ha (7.19%) is blank and the actual treatable area consists of 16 revenue villages (out of the 16 villages, 10 villages fall in Pithoragarh District and 06 villages in Bageshwar District) and the project area falls under Pithoragarh and Bageshwar forest division. The names of the 16 revenue villages are- 4

- i. Bharkot
- ii. Simaleti
- iii. Bankot
- iv. Jatari
- v. Siroli
- vi. Bajarh
- vii. Basikhet (Lagga Dhanora)
- viii. Sirsoli
- ix. Paltori
- x. Batgeri
- xi. Pan Kande
- xii. Ratmoli
- xiii. Dobali Amkhet
- xiv. Tachhani
- xv. Matyoli
- xvi. Pagana

8. That an Implementation Agreement was sufficed on 16.07.2014 for Khutani Hydro Power Project (21.00 MW) between the Government of the Sate of Uttarakhand and Khutani Power


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Company Pvt. Ltd. and M/s Shyama Power In
for the development and implementation of **Khutani Hydro
Electric Project** on the **Sarju (Sarayu) River**, in Pithoragarh
district of Uttarakhand for a period of forty years (40 yrs.). For
the kind perusal of the Hon'ble Court the true copy of the
Implementation Agreement for Khutani Hydro Power Project
(21.00 MW) dated 16.07.2014 is marked and annexed as
Annexure-1 to this petition.

9. That therefore, **Uttarakhand Infrastructure Project Company**
promoted by Government of Uttarakhand has carried out the
necessary detailed investigations and submitted the **Detailed
Project Report (DPR)** for implementation of project after
having satisfied itself about the techno economic viability of the
project and convinced that it can obtain all statutory clearances
and approvals from the concerned authorities.

10. That however, the facts and circumstances on the ground level
are quite opposite and contrary to what the agreement have been
sufficed on papers and details placed before the Government by
the Khutani Power Company Pvt. Ltd. (herein after referred to
as the Company). The discrepancies in the implementation of
the Hydro-Electric Project are narrated in the subsequent
paragraphs under the following heads:-

A. Muck Disposal in the River Sarayu (Sarju)

(i). That in the present case, the muck is being deposited
adjacent to the river Sarju by the Company and from time to
time the muck is being thrown in the river to save transportation
expenses. The muck sites have also been made very close to the


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river which is against the law and rules laid down by the Hon'ble High Court and the Government of Uttarakhand. There are no visible markings or sign boards for the identified muck disposal area and the muck is being dumped in an unscientific manner directly into the river and the sites are also close to 500 mtrs from the river. For the kind perusal of the Hon'ble Court the true copy of the photographs of the site marking muck dumping sites and newspaper articles are marked and annexed as Annexure-2 to this petition.

(ii). That as per the Article V – Obligations of the Implementation Agreement for Khutani Hydro Power Project (21.00 MW) the Rule 5.1.19 Dumping of Excavated Material clearly provides that the Company shall ensure that the material excavated from the site is dumped in the already identified and acquired muck disposal area only. In no case the muck shall be disposed off in the stream or its surroundings except in the permitted muck disposal area. Proper markings, sign boards to the identified area for muck disposal shall be provided by the Company.

(iii). That even the Hon'ble Court of Uttarakhand in WPPIL No. 116 of 2015 vide its order dated 11.06.2018 has clearly held and the same is being reproduced herein for the perusal of the Hon'ble Court:-

“A startling revelation has been made that the respondent nos.5, 6 and 7 are dumping muck in an unscientific manner directly into the rivers. The identified sites were washed away in the floods in the year 2013. Dumping of muck and


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excavated material has changed the course of rivers causing immense loss to life and property.

The Ministry of Environment, Forest and Climate Change, Govt. of India and Uttarakhand Environment Protection and Pollution Control Board have sanctioned the sites but the muck was not disposed of at these sites.

In the agreement entered into between the State Government and the respondent nos.5, 6 and 7, there was a specific clause that the disposal of muck/excavated material would be disposed of in a scientific manner after approval from the Ministry of Environment, Forest and Climate Change, Govt. of India and the Uttarakhand Environment Protection and Pollution Control Board.

The muck and excavated material is dumped into the river directly to save the cost of transportation. The free flow of rivers is impeded. The pollution has been caused by the muck and excavated material. It has caused immense damage to the rivers' ecology and surrounding areas.

The need of the hour is sustainable development. The companies involved in hydro-electric projects and developers cannot be permitted to use the rivers as dumping sites. The dumping sites are to be specifically provided for and the muck and excavated material can only be stacked/stored away from the river banks. The rivers have an inherent and natural right to flow in length as well as in width. The Court can take judicial notice of the fact that the


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dumping of muck and excavated material has caused flash floods.

Accordingly, the petition is disposed of with the following mandatory directions:-

A. The Ministry of Environment, Forest and Climate Change, Govt. of India, Uttarakhand Environment Protection & Pollution Control Board and Revenue Agencies, are directed to identify suitable muck disposal sites 500 meters away from the river banks for disposal of muck and excavated material within three weeks from today on utmost urgent basis. The muck shall be deposited/stacked only on the identified muck sites by putting up sign boards. Till the disposal sites are identified and become operational, till then, all construction activities/widening of roads on the river banks in the State shall remain stayed.

B. The District Magistrates throughout the State of Uttarakhand are directed to ensure that no muck, debris or excavated material is dumped directly into the rivers by any hydro-electric company, developers and the authorities responsible for construction of roads.

C. The State authorities and private operators are directed to ensure minimum 15% flow of water immediately downstream of the weir/barrage/dam for downstream requirement of the riparian owners.

D. The State Govt. is further directed to ensure that in the environment clearance including forest clearance, the


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provision is made for providing muck disposal sites in all the existing and new projects coming up on the river banks.

E. The State Government is directed to take suitable action and coercive steps against the persons including companies, government authorities, involved in the dumping of muck/excavating material into the rivers directly in an indiscriminate manner, forthwith.

B. Illegality in transfer of land belonging to Schedule Caste People and against the spirit of GO passed by Government of Uttarakhand

(i). That the Khutani Power Company Pvt. Ltd. is illegally and through force are taking possession of the lands belonging to the Schedule Caste people in the area and around villages adjacent to the project and is in violation of the GO No. 702/XVIII(II)/2017-01(03)/2016 dated 04.05.2017. That the lands belonging to the persons of the Schedule Caste are being taken without taking permission from the District Magistrate. For the kind perusal of the Hon'ble Court the true copy of the GO No. 702/XVIII(II)/2017-01(03)/2016 dated 04.05.2017 is marked and annexed as **Annexure-3** to this petition.

(ii). That there is a grave violation of the provisions of the Scheduled Caste and Scheduled Tribe (Prevention of Atrocities) Act, 1989 as such the people living in the dam vicinity revenue villages especially Village Sirsoli are haunted by the officials of the Company. The lands of the Schedule Caste category people are being taken away by the Company without taking any sanction from the District Magistrate and


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even no sale deeds or other agreements are being made in this regard because of which the Company is robbing the Government with a large amount of stamp duty which should have otherwise been duly paid if the agreements were drafted in this regard.

(iii). That the Company Officials are taking the possession of the land of the Schedule Caste people living in the village Sirsoli under the light of the Power Project by making statements that whole land has now been transferred by the Government of Uttarakhand and the people who are mostly uneducated are being given threats that if they oppose the project they would end up in jails as such making the people landless bhumidhars.

(iv). That even the lands which are undertaken/transferred to the Company through official records the rehabilitation amount is very less than what has been shown in the records and because of the less reach of the local people to the authorities the Company officials are taking advantage of such a scenario.

C. Illegality and fraudulency in the Joint Investigation Report

(i). That the Sarju (Sarayu) River is joined by the Bhadragad stream near Nagharh, upstream of Khutani Small Hydro-Electric Project and this site is marked for the dam but the area shown for the said purpose is only 2 km. which is done to save the project cost as when the Sarju river and Nagharh stream combine the submergence area will cover the area more than 2 kms. and for the said purpose only 0.34 ha land is marked which


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is less and insufficient marked for the sole purpose to save cost and document works by the Company.

(ii). That on 18.12.2015 a Joint Investigation was done by the Company's Officials along with Forest Officer, Bageshwar; Revenue Officer and other local representatives for marking the Dam Side area of 2 kms. wherein it was held that 0.34 ha land is needed which needs to be transferred to the Company. For the kind perusal of the Hon'ble Court the true copy of the Joint Investigation Report dated 18.12.2015 is marked and annexed as Annexure-4 to this petition.

(iii). That the Joint Inspection being conducted by the District Bageshwar's Revenue Department and Forest Department with the representatives of Khutani Power Company for the measurement of the land falling in the submergence area is wrong and malicious and a fraud. That in this regard a fresh investigation is needed for the truth to prevail and in the interest of maintaining ecological balance of the area.

D. Threat to Sateshwar Shiv Dham, Masand Baba Mandir and Bodi-Dhurapaat Drinking Water Pump Plan

(i). That the Khutani Power Company Pvt. Ltd. along with the local administration has prepared a forged report and the sanction had been given for the project which shall affect and submerge the temples belonging to Lord Shiv and local deity of Lord Masand commonly known as Sateshwar Shiv Dham, Masand Baba Mandir located at Village Naghar, Gram Sabha Batgeri Ganai Gangoli, Gangolihaat, District Pithoragarh and a cemetery. However, no action plan for relocating the temples


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and cemetery has been made part of the project. That it is also pertinent to mention here that no temples or cemetery has been shown to exist in that place and the Company has denied admitting their existence. For the kind perusal of the Hon'ble Court the true copy of the photograph locating Sateshwar Shiv Dham, Masand Baba Mandir is marked and annexed as Annexure-5 to this petition.

(ii). That even the investigation report and DPR of the project does not admit the existence of **Bodi-Dhurapaat Drinking Water Pump Plan** which supplies water to atleast 15 Gram Panchayats of District Bageshwar. That after the full operation of the project, the Pump Plan will get dried up which would result in drinking water scarcity for the villages for which no alternative plan has been thought off. The present location of the villages is in itself at remote location and in absence of drinking water the life at the location will get disrupted. That when the village people made a representation to the officials of the company in this regard they were not heard off and thrown out of the site premises. For the kind perusal of the Hon'ble Court the true copy of the photograph locating **Bodi-Dhurapaat Drinking Water Pump Plan** is marked and annexed as Annexure-6 to this petition.

(iii). That as per the Article V - Obligations of the Implementation Agreement for Khutani Hydro Power Project (21.00 MW) the **Rule 5.1.11 Alternative Facilities** clearly provides that in any case if any existing facilities including, but not limited to irrigation systems, water supplies, roads, bridges, communication system(s), power systems and water mills are


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adversely affected because of the implementation of the project, the Company shall be responsible for taking remedial measures to mitigate such adverse effect. However, the **Bodi-Dhurapaat Drinking Water Pump Plan** and **Sateshwar Shiv Dham, Masand Baba Mandir** have not been taken care off and no displacement policy has been made in this regard.

(iv). That it has also been agreed between the parties i.e. the Government and the Company that the company will not interfere with any of the existing facilities till an alternate facility, as identified, is created. However, no such action has been taken in this regard.

E. Hazardous situation prevalent due to the construction of a tunnel from the middle of the Revenue Village Sirsoli

(i). That to save cost, the Company is also building a tunnel from the middle of the Village Sirsloi because of which a hazardous situation is prevalent as many cracks are now been seen in the houses of the villagers. For the kind perusal of the Hon'ble Court the true copy of the maps and pictographic depiction is marked and annexed as **Annexure-7** to this petition.

(ii). That there is a grave threat if sometime in future an earthquake might shows up, the houses built in the villages may not stand the strength of the seismic activity due to the damage caused already by the construction of a underground tunnel from the base of the houses. That even in this regard, neither compensation has been given nor have the houses been repaired in the affected area. That because of the tunnels being built under the houses of Sirsoli Village cracks have come up in


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many houses of the village for which no compensation or insurance is given from the Company or the Government side.

F. Half-hearted implementation of the Lease Deed dated 18.02.2020 and economic loss to the State

(i). That during the implementation of the project a lease deed dated 18.02.2020 was sufficed between the Divisional Forest Officer, Bageshwar and Khutani Power Compnay Pvt. Ltd. upon which 3.52 hectare forest land of District Pithoragarh and District Bageshwar was transferred on lease to the Company upon certain terms and conditions which are binding in nature. For the kind perusal of the Hon'ble Court the true copy of the lease deed dated 18.02.2020 is marked and annexed as **Annexure-8** to this petition.

(ii). That it is evident from the Agreement Point 8 of the lease deed dated 18.02.2020 that the Company will demarcate the forest land through RCC pillars but no demarcation has been done till date in the forest area and the trees are being cut down without informing the Forest Officers and deforestation is being done in an arbitrary manner.

(iii). That the number of trees being brought down by the Company Officials are also not shown in the records and the Forest Officers of the Bageshwar and Pithoragarh division are silent in this regard. That for each tree to be cut down the Company has to pay for that regard but in the present case to save cost the strength and number of trees are not shown in the official records which needs a fresh investigation.


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G. The alignment and path of the Road passing through Village Sirsoli changed without due reason

(i). That the approach road from PWD road to Bhanmati Village was approved in DPR but the Khutani Power Company changed the alignment of the approved road. The DPR was prepared by IIT Roorkee and TATA Consultancy Engineers and was approved by the Competent Authority. That the approach road with separate alignment was forcibly constructed on the land of the Schedule Caste Landowners for which no consent or no-objection of the landowners has been taken.

(ii). That an investigation is needed in this regard that whether the Company could take the land of the landowner without his approval and construct a road over it without a permission of the District Administration.

H. Threat upon the Conveyance cum Suspension Bridge

(i). That the suspension bridge which is coming under the submergence area was built by the Government and is the only way for the pedestrians of the district Bageshwar and Pithoragarh to cross the river but when the dam is built, the suspension bridge will be submerged.

(ii). That however no alternative has been found and to a utter surprise the bridge is also not shown in the Joint Investigation Report. The Bridge connecting the district Pithoragarh and Bageshwar is around 100 mtrs. in length and is a permanent route for school-going children and local people. That if the said bridge comes under the submerged area then it will affect the

local life of the people living in these revenue villages having no other alternative route to cross the River Sarayu.

(iii). That therefore, it will be in the interest of justice, that an alternative plan for the reallocation of the bridge is expedient in nature.

11. That in this regard at least 117 people of the Village Sirsoli have made a representation before Kumaon Commissioner feeling aggrieved from the actions of the Khutani Power Company Officials but no action has been taken till date. For the kind perusal of the Hon'ble Court the true copy of the representation made before Kumaon Commissioner is marked and annexed as Annexure-9 to this petition.

12. That feeling aggrieved from these contentions, the elected members of the local Gram Panchayats of different villages have also made a representation before the Hon'ble Chief Minister on 06.09.2022 but no action has been taken in this regard and the issue is lying in abeyance. For the kind perusal of the Hon'ble Court the true copy of the representation dated 06.09.2012 is marked and annexed as Annexure-10 to this petitions.

13. That even otherwise, as per the Article V – Obligations of the Implementation Agreement for Khutani Hydro Power Project (21.00 MW) the Rule 5.1.9 Rehabilitation and Resettlement Plan clearly provides that the benefits to the project affected parties shall be as per Uttarakhand Government's "Hydro Electric Projects Rehabilitation and Resettlement Policy-2013" and Government of India's "The National


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Rehabilitation and Resettlement Policy-2007 and the District Collector (District Magistrate) of the project wherein the power house of the project is located shall be the **Administrator for R&R scheme**, unless an officer is specified. That it is also mentioned in the aforesaid rule that the work at the project site shall be commenced by the Company only after the execution of R&R scheme is started by Company and permission to start work at site is given by the Administrator.

14. That however, in the present case the rehabilitation of the people of the local villages have not been done in a proper manner nor the temples and other projects have rehabilitated properly which is a direct contravention of the agreement and its different clauses.

15. That as per the **Article V – Obligations** of the Implementation Agreement for Khutani Hydro Power Project (21.00 MW) the **Rule 5.1.14 Environment Impact Assessment** clearly provides that the company shall be liable to comply with the guidelines as are required under the **Environment (Protection) Act, 1986** and shall comply by the conditions imposed by the State Pollution Control Board (SPCB) under the **Water (Prevention and Control Pollution) Act, 1974** or any other environment laws as may be applicable.

16. That as per the **Article V – Obligations** of the Implementation Agreement for Khutani Hydro Power Project (21.00 MW) the **Rule 5.1.15 Maintaining Ecological Balance** clearly provides that the Company shall be responsible for maintaining the ecological balance by preventing deforestation, water pollution and defacement of natural landscape in the vicinity of Works.


True copy

Praveen

The Company shall take all reasonable measures to prevent any unnecessary destruction, scaring or defacement of the natural surroundings in the vicinity of the Construction / Physical Works.

17. That therefore it is being urgent and necessary for the kind indulgence of the Hon'ble Court in the interest of justice as the said actions of the Khutani Power Company Pvt. Ltd. are in contravention with the spirit of the implementation agreement and are a direct violation of the judgment of the Hon'ble High Court in previous order which requires the kind indulgence of this Hon'ble Court.
18. That if the KPCL (Khutani Power Company Ltd.) is allowed to work in the arbitrary manner till will detrimental for the ecological balance of the Kumaon Hills and local people who way of life are being disturbed by the illegal actions of the Company.
19. That there is no alternative efficacious remedy available except to invoke jurisdiction of this Hon'ble Court under Article 226 of the Constitution of India, on the following grounds:

GROUND

- A. Because in the year 2014, a Hydro Power Project was sanctioned in the State of Uttarakhand on the Sarju (Sarayu) River, in Pithoragarh and Bageshwar district of Uttarakhand for a period of forty years (40 yrs.) and that the project was sanctioned to Khutani Power Company Pvt. Ltd. and M/s Shyama Power India Limited for development of 21 MW power project.


True copy

Prasanna

- B. Because an Implementation Agreement was sufficed on 16.07.2014 for Khutani Hydro Power Project (21.00 MW) between the Government of the State of Uttarakhand and Khutani Power Company Pvt. Ltd. and M/s Shyama Power India Limited for the development and implementation of Khutani Hydro Electric Project on the Sarju (Sarayu) River, in Pithoragarh district of Uttarakhand for a period of forty years (40 yrs.).
- C. Because in the present case, the muck is being deposited adjacent to the river Sarju by the Company and from time to time the muck is being thrown in the river to save transportation expenses. The muck sites have also been made very close to the river which is against the law and rules laid down by the Hon'ble High Court and the Government of Uttarakhand. There are no visible markings or sign boards for the identified muck disposal area and the muck is being dumped in an unscientific manner directly into the river and the sites are also close to 500 mtrs from the river.
- D. Because as per the Article V – Obligations of the Implementation Agreement for Khutani Hydro Power Project (21.00 MW) the Rule 5.1.19 Dumping of Excavated Material clearly provides that the Company shall ensure that the material excavated from the site is dumped in the already identified and acquired muck disposal area only. In no case the muck shall be disposed off in the stream or its surroundings except in the permitted muck disposal area. Proper markings, sign


True copy

Plausen

boards to the identified area for muck disposal shall be provided by the Company.

E. Because the Khutani Power Company Pvt. Ltd. is illegally and through force are taking possession of the lands belonging to the Schedule Caste people in the area and around villages adjacent to the project and is in violation of the GO No. 702/XVIII(II)/2017-01(03)/2016 dated 04.05.2017. That the lands belonging to the persons of the Schedule Caste are being taken without taking permission from the District Magistrate.

F. Because there is a grave violation of the provisions of the **Scheduled Caste and Scheduled Tribe (Prevention of Atrocities) Act, 1989** as such the people living in the dam vicinity revenue villages especially Village Sirsoli are haunted by the officials of the Company. The lands of the Schedule Caste category people are being taken away by the Company without taking any sanction from the District Magistrate and even no sale deeds or other agreements are being made in this regard because of which the Company is robbing the Government with a large amount of stamp duty which should have otherwise been duly paid if the agreements were drafted in this regard.

G. Because even the lands which are undertaken/transferred to the Company through official records the rehabilitation amount is very less than what has been shown in the records and because of the less reach of the local people to the authorities the Company officials are taking advantage of such a scenario.


True copy

P. Laxman

H. Because the Sarju (Sarayu) River is joined by the Bhadragad stream near Nagharh, upstream of Khutani Small Hydro-Electric Project and this site is marked for the dam but the area shown for the said purpose is only 2 km. which is done to save the project cost as when the Sarju river and Nagharh stream combine the submergence area will cover the area more than 2 kms. and for the said purpose only 0.34 ha land is marked which is less and insufficient marked for the sole purpose to save cost and document works by the Company.

I. Because the Joint Inspection being conducted by the District Bageshwar's Revenue Department and Forest Department with the representatives of Khutani Power Company for the measurement of the land falling in the submergence area is wrong and malicious and a fraud. That in this regard a fresh investigation is needed for the truth to prevail and in the interest of maintaining ecological balance of the area.

J. Because the Khutani Power Company Pvt. Ltd. along with the local administration has prepared a forged report and the sanction had been given for the project which shall affect and submerge the temples belonging to Lord Shiv and local deity of Lord Masand commonly known as Sateshwar Shiv Dham, Masand Baba Mandir located at Village Naghar, Gram Sabha Batgeri Ganai Gangoli, Gangolihaat, District Pithoragarh. However, no action plan for relocating the temples and cemetery has been made part of the project. That it is also pertinent to mention here that no temples or cemetery has been shown


True copy

Pranav

to exist in that place and the Company has denied admitting their existence.

K. Because even the investigation report and DPR of the project does not admit the existence of **Bodi-Dhurapaat Drinking Water Pump Plan** which supplies water to atleast 15 Gram Panchayats of District Bageshwar. That after the full operation of the project, the Pump Plan will get dried up which would result in drinking water scarcity for the villages for which no alternative plan has been thought off. The present location of the villages is in itself at remote location and in absence of drinking water the life at the location will get disrupted. That when the village people made a representation to the officials of the company in this regard they were not heard off and thrown out of the site premises.

L. Because as per the Article V - Obligations of the Implementation Agreement for Khutani Hydro Power Project (21.00 MW) the **Rule 5.1.11 Alternative Facilities** clearly provides that in any case if any existing facilities including, but not limited to irrigation systems, water supplies, roads, bridges, communication system(s), power systems and water mills are adversely affected because of the implementation of the project, the Company shall be responsible for taking remedial measures to mitigate such adverse effect. However, the **Bodi-Dhurapaat Drinking Water Pump Plan** and **Sateshwar Shiv Dham, Masand Baba Mandir** have not been taken care off and no displacement policy has been made in this regard.


True copy

Praveen

- M. Because to save cost, the Company is also building a tunnel from the middle of the Village Sirsloi because of which a hazardous situation is prevalent as many cracks are now been seen in the houses of the villagers.
- N. Because there is a grave threat if sometime in future an earthquake might shows up, the houses built in the villages may not stand the strength of the seismic activity due to the damage caused already by the construction of a underground tunnel from the base of the houses. That even in this regard, neither compensation has been given nor have the houses been repaired in the affected area. That because of the tunnels being built under the houses of Sirsoli Village cracks have come up in many houses of the village for which no compensation or insurance is given from the Company or the Government side.
- O. Because during the implementation of the project a lease deed dated 18.02.2020 was sufficed between the Divisional Forest Officer, Bageshwar and Khutani Power Compnay Pvt. Ltd. upon which 3.52 hectare forest land of District Pithoragarh and District Bageshwar was transferred on lease to the Company upon certain terms and conditions which are binding in nature.
- P. Because the approach road from PWD road to Bhanmati Village was approved in DPR but the Khutani Power Company changed the alignment of the approved road. The DPR was prepared by IIT Roorkee and TATA Consultancy Engineers and was approved by the Competent Authority. That the approach road with separate alignment was forcibly constructed on the land of

the Schedule Caste Landowners for which no consent or no-objection of the landowners has been taken.

Q. Because the suspension bridge which is coming under the submergence area was built by the Government and is the only way for the pedestrians of the district Bageshwar and Pithoragarh to cross the river but when the dam is built, the suspension bridge will be submerged.

R. Because no alternative has been found and to a utter surprise the bridge is also not shown in the Joint Investigation Report. The Bridge connecting the district Pithoragarh and Bageshwar is around 100 mtrs. in length and is a permanent route for school-going children and local people. That if the said bridge comes under the submerged area then it will affect the local life of the people living in these revenue villages having no other alternative route to cross the River Sarayu.

S. Because as per the Article V – Obligations of the Implementation Agreement for Khutani Hydro Power Project (21.00 MW) the Rule 5.1.9 Rehabilitation and Resettlement Plan clearly provides that the benefits to the project affected parties shall be as per Uttarakhand Government's "Hydro Electric Projects Rehabilitation and Resettlement Policy-2013" and Government of India's "The National Rehabilitation and Resettlement Policy-2007" and the District Collector (District Magistrate) of the project wherein the power house of the project is located shall be the Administrator for R&R scheme, unless an officer is specified. That it is also mentioned in the aforesaid rule that the work at the project


True copy

Praveen

site shall be commenced by the Company only after the execution of R&R scheme is started by Company and permission to start work at site is given by the Administrator.

T. Because as per the Article V – Obligations of the Implementation Agreement for Khutani Hydro Power Project (21.00 MW) the **Rule 5.1.14 Environment Impact Assessment** clearly provides that the company shall be liable to comply with the guidelines as are required under the **Environment (Protection) Act, 1986** and shall comply by the conditions imposed by the State Pollution Control Board (SPCB) under the **Water (Prevention and Control Pollution) Act, 1974** or any other environment laws as may be applicable.

U. Because as per the Article V – Obligations of the Implementation Agreement for Khutani Hydro Power Project (21.00 MW) the **Rule 5.1.15 Maintaining Ecological Balance** clearly provides that the Company shall be responsible for maintaining the ecological balance by preventing deforestation, water pollution and defacement of natural landscape in the vicinity of Works. The Company shall take all reasonable measures to prevent any unnecessary destruction, scaring or defacement of the natural surroundings in the vicinity of the Construction / Physical Works.

V. Because it is being urgent and necessary for the kind indulgence of the Hon'ble Court in the interest of justice as the said actions of the Khutani Power Company Pvt. Ltd. are in contravention with the spirit of the



True copy

Plaintiff

implementation agreement and are a direct violation of the judgment of the Hon'ble High Court in previous order which requires the kind indulgence of this Hon'ble Court.

PRAYER

It is, therefore, most respectfully prayed that this Hon'ble Court may graciously be pleased to:

- I. Issue a writ, order or direction in the nature of mandamus commanding and directing the respondents to identify suitable muck disposal sites 500 meters away from the river bank of River Sarayu (Sarju) for disposal of muck and excavated material.
- II. Issue a writ, order or direction in the nature of mandamus commanding the District Magistrates of District Pithoragarh and Bageshwar to ensure that no muck, debris or excavated material is dumped directly into the river Sarayu by Khutani Power Company Pvt. Ltd.
- III. Issue a writ, order or direction in the nature of mandamus commanding the respondent no. 1 to 5 to take suitable action and coercive steps against the persons including officials of Khutani Power Company Pvt. Ltd., involved in the dumping of muck/excavating material into the river Sarayu directly in an indiscriminate manner, forthwith.
- IV. Issue a writ, order or direction in the nature of mandamus commanding the respondent no. 1 to 5 to initiate a fair investigation on the subject of illegal transfers of land made by Khutani Power Company Pvt. Ltd. from the people belonging to Schedule Caste category in the 15 revenue villages (mentioned in para 07) and take proper action according to law and direct them to follow the GO No. 702/XVIII(II)/2017-01(03)/2016


True copy

Praveen

dated 04.05.2017 (annexed as Annexure-3 with this petition) in letter and spirit.

- V. Issue a writ, order or direction in the nature of mandamus commanding the respondent no. 1 to 5 to direct the Khutani Power Company to disburse the correct rehabilitation and displacement amount to the affected parties of the 15 revenue villages of the SHEP area.
- VI. Issue a writ, order or direction in the nature of mandamus commanding the respondent no. 1 to 5 to review the Joint Investigation Report dated 18.12.2015 (annexed as Annexure-4) and take appropriate actions in this regard.
- VII. Issue a writ, order or direction in the nature of mandamus commanding the respondent no. 1 to 5 to reallocate Sateshwar Shiv Dham, Masand Baba Mandir located at Village Naghar, Gram Sabha Batgeri Gandai Gangoli, Gangolihaat, District Pithoragarh and the cemetery from the to be submerged area to a safe zone.
- VIII. Issue a writ, order or direction in the nature of mandamus commanding the respondent no. 1 to 5 to resettle the Bodi-Dhurapaat Drinking Water Pump Plan in the area.
- IX. Issue a writ, order or direction in the nature of mandamus commanding the respondent no. 1 to 5 to initiate proper investigation upon the Company to check for socio-economic viability of the tunnel being built from the middle of the Village Sirsloi because of which a hazardous situation is prevalent as many cracks are now been seen in the houses of the villagers and to seek proper compensation in the regard.
- X. Issue a writ, order or direction in the nature of mandamus commanding the respondent no. 6 and 7 to verify the


True copy

Praveen

demarcation of the forest land through RCC pillars by the Khutani Power Company Pvt. Ltd. and take into account the indiscriminate deforestation of the forest land.

- XI. Issue a writ, order or direction in the nature of mandamus commanding the respondent no. 1 to 5 to initiate investigation upon the change of alignment of approach road by the Khutani Power Company from PWD road to Bhanmati Village as was approved in DPR.
- XII. Issue a writ, order or direction in the nature of mandamus commanding the respondent no. 1 to 5 to resettle the suspension bridge in the SHEP area.
- XIII. Issue any other order or direction which this Hon'ble Court may deem fit and proper in the circumstances of the case.

Date:

(P. S. Saun) (Shashank Saun)

Bar No. P-360 Bar No. S-1465

Advocates

Counsels for the Petitioner


True copy

Praveen

IN THE HIGH COURT OF UTTARAKHAND
AT NAINITAL
AFFIDAVIT

IN
WRIT PETITION NO.....OF 2022 (PIL)
(Under Article 226 of the Constitution of India)

Praveen Kumar Petitioner
District- Pithoragarh
VERSUS
State of Uttarakhand and others Respondents



Affidavit of Praveen Kumar (male, aged about 20 years) S/o Shri Shyam Lal R/o Village Sirsoli, Post Batgeri, Tehsil Gandai District Pithoragarh, Uttarakhand.

(DEPONENT)

I, the deponent above named do hereby solemnly affirm and state on oath as under:

1. That the deponent is the petitioner in the above noted writ petition in the aforesaid case, as such he is well acquainted with the facts of the case deposed in the accompanying petition and herein below.

I, the deponent do hereby declares that that the contents of paragraph no.1 of this affidavit and those of paragraph no..... of the accompanying writ petition are true to my personal knowledge, those of paragraph


True copy

30

no... 8... (1)of the accompanying writ
 petition are based on perusal of record, those of paragraphs
 no.....of the
 accompanying writ petition are based on information received by the
 deponent and those of paragraph
 no.....of the writ petition are based on
 legal advice, which all I believe to be true and nothing material has
 been concealed.

So Help Me God.



Shankar

Deponent

I, Shashank Saun, Advocate, High Court, Nainital hereby declare that
 the person making and swearing this affidavit is known to me on the
 basis of perusal of papers which he has produced before me in the
 above case.

Shashank Saun
 Advocate
 Bar No. S-1465

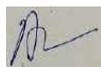
Solemnly affirmed before me on this.....day of at
 A.M. / P.M. by the deponent named above who had been duly
 identified by the Advocate above named.

True copy

Shankar

I have satisfied myself examining the deponent that he understands the contents of this affidavit, which have been read over and explained to him by me.

Oath Commissioner/ Notary



True copy

Pearson

IN THE HIGH COURT OF UTTARAKHAND AT
NAINITAL

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in

Writ petition No. 151 of 2022(PIL)

Under Article 226 of the Constitution of India

District: Pithoragarh

Between:

Praveen Kumar

Petitioner

Versus

State of Uttarakhand and Ors.

Respondents

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	translated copy	
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Date: 20-4-23

Presented by

Shubhr Rastogi

ASingh

Dr. Ajar Rab, Shubhr Rastogi, Ankit Singh

Advocates

(Counsels for the respondent no. 8&9)

The matter will be argued by Ld. Senior Advocate Mr. Rajshekhar Rao

R

True copy

95

IN THE HIGH COURT OF UTTARAKHAND AT
NAINITAL

Delay Condonation Application No. of 2023

in

Counter Affidavit

(On behalf of Respondent no. 8 and 9)

IN

Writ petition No. 151 of 2022(PIL)

Under Article 226 of the Constitution of India

District: Pithoragarh

Praveen Kumar (male) aged about 20 yrs, S/o Shri Shyam Lal R/o
Village Sirsoli, Post Batgeri, tehsil Ganai, Distrit Pithoragarh,
Uttarakhand

Petitioner

Versus

1. State of Uttarakhand through Secretary Energy, Secreteriat,
Subhash Road, Uttarakhand Government, Dehradun.
2. Uttarakhand Pollution Control Board, Gaura Devi Bhawan, IT
Park, Sahastradhara, Dehradun, Uttarakhand.
3. Kumaon Commissioner, Nanital Uttarakhand.
4. District Magistrate, Collectorate Complex, Pithoragarh.
5. District Magistrate, Collecto  Complex, Bageshwar.

True copy



6. Divisional Forest Officer, District Pithoragarh.
7. Divisional Forest Officer, District Bageshwar.
8. Khutani Power Company Pvt. Ltd. having its registered officer at 10, Community Centre, IInd Floor, East of Kailash, New Delhi - 110065 through its Managing Director Shri Santosh Thakur.
9. M/s Shyama Power India Ltd. having its registered officer at Naga Cottage, Circular Road, Dimapur – 797 112, Nagaland through its authorized Signatory and Director, Shri Santosh Thakur.

Respondents

To,

The Hon'ble Chief Justice and his other companion judges of the aforesaid Court.

The Humble application of the above-named applicant most respectfully showeth as under-

1. That the applicant Mr. Ashok Kumar is the is duly authorized by respondent no. 8 vide board of resolution dated 19.04.2023 & by respondent no. 9 vide board of resolution dated 19.04.2023, to sign and file instant application and accompanying affidavit on behalf of the answering respondents and is well acquainted with the facts and circumstances of the case.
2. That this Hon'ble Court vide its order dated 24.11.2022 was pleased to direct the respondent no. 8 & 9 along with other respondents to file counter affidavit of directions given in order dated 24.11.2022 within the  weeks.

True copy

3. It took time to collect the report and annexures and several information. After arranging all the annexures, the counter affidavit was prepared and is being filed today without further delay.
4. That inadvertently there is a delay in filing the counter affidavit before this Hon'ble Court.
5. That the delay caused is inadvertent and owing to circumstances beyond the control of the applicant.
6. That in the light of the aforesaid, it is humbly submitted before this Hon'ble Court that the delay in filing the counter affidavit within the prescribed period of time was not deliberate and was completely unintentional on the part of the applicant and was due to unavoidable circumstances as mentioned above.
7. That in view of the facts mentioned above it is expedient and necessary in the interest of justice that this Hon'ble Court may graciously be pleased to allow the present application and condone the delay, otherwise the applicant will suffer irreparable loss and injury.

PRAYER

In view of the facts mentioned above it is expedient and necessary in the interest of justice that this Hon'ble Court may graciously be pleased to allow the present application and condone the delay, otherwise the applicant will suffer irreparable loss and injury.

Applicant



True copy



Presented by:

Dr. Ajar Rab, Shubhr Rastogi & Ankit Singh

Counsel for respondent no. 8 & 9

True copy

**IN THE HIGH COURT OF UTTARAKHAND AT
NAINITAL**

AFFIDAVIT

IN

Delay Condonation Application No. of 2023

IN

Counter Affidavit

(On behalf of Respondent no. 8 and 9)

IN

Writ petition No. 151 of 2022(PIL)

Under Article 226 of the Constitution of India

District: Pithoragarh

Praveen Kumar

Petitioner

v.

State of Uttarakhand & Ors.

Respondent

Affidavit of Mr. Ashok Kumar
(male) aged about 40 yrs, S/o Shri
Babu Ram, R/o Mohan Nagar



True copy

Colony, Block Road, Dhanipur
Aligarh, UP

Deponent

I, the above-named deponent does hereby solemnly affirm and state on oath as under: -

1. That the deponent is duly authorized by respondent no. 8 vide board of resolution dated 19.04.2023 & by respondent no. 9 vide board of resolution dated 19.04.2023 and is therefore competent to sign and swear the instant affidavit and is well acquainted with the facts of the case deposed below.
2. That the contents of accompanying delay condonation application are true and correct and the same are not being repeated for the sake of brevity

Deponent

Verification:-

I, Ashok Kumar do hereby solemnly affirm and verify on oath that the contents of the above affidavit in paragraph no. 1 and 2 and the contents of accompanying delay condonation application in paragraph nos. 1, 3, 4, 5, 6, 7 and 8 are true to my personal knowledge and those in paragraph no. 2 are based on the perusal of records. Nothing material has been concealed and no part of it is untrue. So help me God.

Deponent



True copy

L.T.I of the Deponent.

Place:

I, _____ Advocate, do hereby declare that I have identified the deponent Mr Ashok Kumar (male aged about 40 yrs) S/o Mr. Babu Ram Singh (Aadhar Card No. 952881743316)

Advocate

Enl. No.

Bar No.

Solemnly affirmed before me on this ^{20th} day of April, 2023 at _____ at about 11 ^{am}/_{pm} by the deponent who has been identified by the aforesaid advocate.

I have satisfied myself by examining the deponent who understood the contents of this affidavit, which has been read over and explained to him by me.

The person has signed on the photograph in my presence.

Notary



True copy

**IN THE HIGH COURT OF UTTARAKHAND AT
NAINITAL**

(Counter affidavit on behalf of the respondent no. 8 & 9)

in

Writ petition No. of 2022(PIL)

Under Article 226 of the Constitution of India

District: Pithoragarh

Between:

Praveen Kumar

Petitioner

Versus

State of Uttarakhand and Ors.

Respondents

AFFIDAVIT OF Affidavit of Mr.
Ashok Kumar (male) aged about
40 yrs, S/o Shri Babu Ram, R/o
Mohan Nagar Colony, Block
Road, Dhanipur Aligarh, UP

Deponent

I, the deponent named above do hereby state on oath as under:

1. That the deponent Mr. Ashok Kumar is the is duly authorized by respondent no. 8 vide board of resolution dated 19.04.2023 & by


True copy

respondent no. 9 vide board of resolution dated 19.04.2023, to sign and file instant application and accompanying affidavit on behalf of the answering respondents and is well acquainted with the facts and circumstances of the case. A true copy of the board resolutions dated 19.04.2023 are being collectively marked and filed as **Annexure No. CA 1 (Colly)** to this Counter affidavit.

2. That respondent no. 8 and 9 are related entities and for the sake of brevity and to avoid multiple responses, the present counter affidavit is filed on behalf of respondent no. 8 & 9 together.
3. Since respondent no. 8 & 9 are not privy to the report submitted by respondent 1 to 7, the answering respondents reserves the right to file a supplementary affidavit, after receiving copies of the counter affidavits filed by the respondent no. 1 to 7.
4. The deponent has gone through the contents of the writ petition and understood the same. The same is being replied to, by means of this counter affidavit. The contents of this affidavit are true and correct.
5. At the outset, it is submitted that the present petition has been filed in aid of vested interests. Apart from the fact that the Petitioner and his family are interested parties, it is submitted that there is neither any element of public interest involved nor is there any violation of the fundamental rights of any person. It is submitted that the Petitioner has approached this Hon'ble Court with unclean hands and has suppressed material facts and documents, which if disclosed, would have resulted in *in limine* dismissal of the instant petition.



True copy

6. As will be demonstrated below, the Petitioner has come to the Court with unclean hands and has surreptitiously concealed the conduct of his family members' and his associates' where they have initiated multiple false and frivolous litigations against the answering respondents only with the objective of harassing them. After failing to obtain the desired outcome(s) in the said litigations, the Petitioner has now filed the present petition with the objective of agitating his personal/private interests under the garb of a public interest litigation. The wild and reckless allegations contained in the instant petition are not only unsupported by any evidence or material, it is submitted that they demonstrably false.

7. It is imperative to state that the petitioner is not the resident of the village Sirsoli. The petitioner currently resides in Haldwani and is currently pursuing his undergraduate degree. Therefore, it is ex-facie evident that the petitioner has no *locus standi* to file the present PIL.

8. It submitted that the present petition is an attempt at scuttling a well-conceived project that will not only benefit the local residents residing in the nearby areas of Gangolihaat in Pithoragarh, but the entire State of Uttarakhand as it is intended to help bridge the growing gap between the demand and supply of electricity in the state. It is submitted that the project has so far ensured work opportunities and road access to hundreds of residents of the State.

9. Therefore, it is submitted that the present petition is liable to be dismissed with exemplary costs.


True copy



BRIEF SUMMARY OF THE KHUTANI HYDRO POWER PROJECT ("PROJECT")

10. It is important provide the background and details of the Project that forms prior to embarking on a detailed response to the allegations contained in the writ petition.
11. The Project is a small hydel power project of 21 MW being developed by Respondent No. 8 on River Sarju and is located in Gangolihaat block of Pithoragarh District.
12. The Project location was identified by Uttarakhand Infrastructure Projects Co. Pvt. Ltd. ("UIPC"), a joint venture of State of Uttarakhand and ILFS Ltd.
13. The Department of Water Resources Development and Management, IIT Roorkee was engaged by UIPC for preparation of the Detailed Project Report ("DPR") for the Project, which was prepared in January 2011, and approved by the State of Uttarakhand. It is pertinent to mention that all environmental concerns and the submergence of surrounding areas would have been considered by IIT Roorkee while preparing the DPR. Based on the DPR, the Project was allotted to Respondent No.9 in 2014.
14. The Project was proposed to be developed for augmenting power generation in Uttarakhand using renewable energy sources and for helping in rural electrification of the State. Further, it was categorically mentioned in the DPR that the Project would require land acquisition for (a) Diversion Structure (b) Powerhouse (c) Project Road (d) Tunnel, surge tank, intake, Adits, (e) muck dumping, and (f) land for creation of stores. In total, for all these

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ancillary construction activities the Respondent no. 8 approximately needed 11 Hectares of land.

15. Since the water conductor system (which conducts water required for generation of power from reservoir to the powerhouse) is conceived as a tunnel, the Project has negligible impact on the surface ecology and the surrounding ecosystem including on forests, wildlife, and aquatic life.
16. It is also imperative to highlight that there are no reserve forests, heritage sites, or monuments in and around the Project area.

PRELIMINARY OBJECTIONS

A. The answering respondents have developed the Khutani Hydro Power Project in compliance with all the relevant guidelines, rules and regulations: -

17. That it is necessary to state that the respondent no. 8 is working with due diligence and in compliance with the law. It has left no stone unturned to safeguard the interest of the general public living in the vicinity of the project in terms of development, employment, etc.
18. It has obtained the following NOCs/Permissions/Consents etc. from the relevant government departments:

Sr. no	Department	Date
1.	Techno Economic Clearances	Along with the DPR


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2.	NOC's From Gram Panchayat (Bankot, Batgeri, Sirsoli, Ason, Simtoli -II)	12.01.2015; 25.01.2015; 05.02.2015; 07.02.2015; 14.02.2015
3.	State Pollution Control Board	28.01.2015
4.	Public works department	27.04.2015
5.	Minor Irrigation Department	07.05.2015
6.	Pay Jal Nigam	18.05.2015
7.	Irrigation Department	24.05.2015
8.	Fisheries Department	20.05.2015
9.	Agriculture department	04.06.2015
10.	Water Linkage Permission from Irrigation Department	04.07.2015
11.	Jal Sansthan	30.10.2015
12.	NOC in compliance to Forest Dwellers Act	27.04.2016
13.	Permission for Land Purchase of Agriculture land beyond 250. Sq. Mt.	04.05.2017
14.	Applicability of Catchment Treatment Area Plan	30.10.2017; 13.10.2017



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15.	Forest Clearances	17.01.2019
16.	Mining Permission (RBM)	04.01.2022
17.	Mobile Stone Crusher Permission	05.01.2022

19. In addition to the above, the answering respondents have also exercised all due care and caution while undertaking the Project work.
20. It is necessary to state that on 01.12.2021, one Mr. Vikram Singh, filed a complaint no. 262309 on the Chief Minister Portal for public grievances containing identical allegations that form the subject matter of the present petition, as is evident from the table below:

Sr. no	Grounds in the present PIL	Representation to Hon'ble CM by one Mr. Vikram Singh
1.	Muck Disposal in River Saryu	Mentioned in Sr. no. 1
2.	Illegality in the transfer of land belonging to Schedule Caste People and against the Spirit of GO passed by the	Mentioned in Sr. no.3

	Government of Uttarakhand	
3.	Illegality and fraudulency in the joint investigation report	Mentioned in Sr. no. 2
4.	Threat to Sapteshwar Shiv Dham, Masand Baba Mandir and Bodi Dhurapat Drinking Water Pump Plan	Mentioned in Sr. no. 2, 4 and 5
5.	Hazardeous Situation Prevalent to the construction of tunnel from middle of the revenue village Sirsoli	-
6.	Half Hearted implementation of Lease Deed and economic loss to the state	Mentioned in Sr. no. 4
7.	The alignment and path of the road passing through village Sirsoli changed without reasons	Mentioned in Sr. no. 4
8.	Threat upon conveyance suspension bridge	Mentioned in Sr. no. 2

21. To the best of the knowledge of the answering respondent, Mr. Vikram Singh is a relative/close friend of the petitioner. Therefore, *bona fide* of the complaint is highly circumspect. A true copy of the complaint alongwith its and translated copy are being marked and filed as Annexure No. CA 2 to the present Counter Affidavit.
22. Pertinently, in response to Mr. Vikram Singh's complaint, the Revenue Inspector filed a report dated 06.12.2021, finding that the allegations made by Mr. Vikram Singh were without substance and unsupported by any evidence. Some of the important findings are as below:
- a. That there is no evidence of the fact that the muck is disposed on the river and muck is being disposed on the private land of the people and all those people are compensated on monthly basis.
 - b. That the masan temple and suspension bridge is not affected by the Project.
 - c. That the road was constructed after obtaining no objection from the villagers.
 - d. That the government of India Ministry of Environment, Forest and Climate Change have given permission to the respondent no. 8 to procure 3.52 Hectare of Forest Land on lease of the development of project.



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A True Copy of the report dated 06.12.2021 along with its typed and translated copy downloaded from the CM Portal is being marked and filed as Annexure No. CA 3 to the present Counter Affidavit.

23. In view of the report dated 06.12.2021, the said complaint by Mr. Vikram Singh, the Petitioner's relative, was closed. To the answering Respondent's best knowledge, the closure of the complaint has not been challenged. It is evident that the present petition containing identical allegations is nothing but a tool to harass the answering respondent and there is no public interest involved in the present case. A True copy of the closure report available on the CM's grievance redressal portal alongwith its translated copy is being marked and filed as Annexure No. CA 4 to the present counter affidavit.

B. Chronological history of multiple litigations initiated by the Petitioner / Petitioner's cousin / Petitioner's associates and relatives to harass the answering Respondents: -

24. It is necessary to state that since the time the respondent no. 8 has commenced the Project, the Petitioner's family members have time and again creating hindrances in the execution of the Project to pressurise the answering respondents to succumb to their illegal demands. All such instances have been specified in detail below.
25. It is submitted that the present petition has been preferred at the instance and behest of Mr. Deepan Nigam, the Petitioner's cousin and former Gram Pradhan of gram panchayat Sirsoli from 2014



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to 2019. Mr. Deepak Kumar has consistently and repeatedly made various efforts to scuttle the Project, and having failed in various litigations that he has initiated against the answering Respondents. He has caused his cousin, i.e., the Petitioner, to file this petition under the guise of public interest. This collusion is evident from the fact that the Petitioner relies on the representations (Annexures A-9 and A-10) made by Mr. Deepak Kumar, to which the Petitioner himself is not a party.

26. This entire saga commenced in December 2019, when the Petitioner's cousin expressed interest in participating as a contractor in construction of a tunnel in relation to the Project. Respondent No.8 did not accept his request as the tunneling work is highly sophisticated and technical work, for which the Petitioner's cousin did not have the expertise or experience.
27. Nursing a grudge for rejection of his request, the Petitioner's cousin started creating hindrances to the Project around July 2020, and attempted to extort money from the officials of the answering Respondents. He started to harass the answering Respondents by filing frivolous complaints with various authorities.
28. On 20.10.2020, the Petitioner's cousin along with 10-15 villagers came to the Project Site Adit 1 (*located in the middle of the project approximately around 1.8 KM from barrage and around 1 km from Sirsoli Village towards the barrage*), which is the access to tunnel, and using physical force, halted the Project work. Thereafter, again, on 21.10.2020 the Petitioner's cousin sat over the poclain excavator machine and forced the respondent no.



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8 to stop the work. The respondent no. 8 sent a representation dated 21.10.2020 to the Revenue Inspector, Bankot. A True copy of the representation dated 21.10.2020 along with its translated copy are being marked and filed as Annexure No. CA 5 to this counter affidavit.

29. Immediately thereafter, the Petitioner's family further attempted to register false cases against the Project and the officials of respondent no. 8. To safeguard its interest, respondent no. 8 alerted the Revenue Inspector vide letter dated 28.10.2020 that false cases may be filed against the company and their officials. A True Copy of the letter dated 28.10.2020 alongwith its translated copy are being marked and filed as Annexure No. CA 6 to the present counter affidavit.
30. On 21.10.20, the Petitioner's cousin, again tried to block the construction activity at Adit 1 and subsequently a challan was issued against him by the local administrative authority.
31. Thereafter, on 13.02.2021 he again tried to create hindrances as he blocked the Sirsoli road by constructing a wall in the middle of the road with a view to extort money from the answering respondents. Two days later, the Petitioner's cousin assaulted one of the officials of the respondent no. 8 in relation to which an FIR dated 15.02.2021 was registered against him under Section 323, 392, 411, 504 and 506 of the Indian Penal Code, 1860 ("IPC") bearing no. 01 of 2021, in revenue station – Bankot, Tehsil-Ganai. Thereafter, Criminal Case no. 102 of 2021 ("Assault Case"), was tried against the accused in the court of Hon'ble Judicial Magistrate, Gangolihat, in which he was convicted vide



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Judgment dated 01.08.2022. A True copy of the FIR along with its typed and translated copy is annexed and marked hereto as Annexure No. CA 7 to the present counter affidavit and A True Copy of the judgment dated 01.08.2022 in Assault Case is annexed and marked and filed as Annexure No. CA 8 to the present counter affidavit.

32. As a counterblast, the Petitioner's cousin filed a complaint under SC/ST Act against the officials of respondent no. 8 including its managing director. Subsequently, Mr. Santosh Thakur, managing director of the respondent no. 8, on 03.08.2021 filed a writ petition bearing no. WPCRL 1361 of 2021, *Santosh Thakur v. State of Uttarakhand and Ors* before this Hon'ble Court ("Quashing Petition"), praying for quashing of the false and concocted FIR. This Hon'ble Court vide its order dated 13.08.2021 was pleased to grant interim protection to Mr. Santosh Thakur. A copy of the order dated 13.08.21 is being marked and filed as Annexure No. CA 9 to this counter affidavit.

33. It is necessary to state that the Police authorities have also filed the Final Report in the said case.

34

Meanwhile, in 2022, one Mr. Mathura Prasad, who is the Petitioner's uncle, along with 13 other persons, all of whom – as would be demonstrated in the table below – are relatives of Mathura Prasad filed a Civil Suit for injunction before the Learned Civil Judge Gangolihat, Pithoragarh bearing OS. No. 04 of 2022, titled *Mr. Mathura Prasad and Anrs. v. Project Manager, Khutani Power Corporation Ltd* ("Injunction Suit"), alleging that the answering respondent is illegally taking

possession of the land which belongs to the complainants. It is pertinent to mention that the Petitioner's cousin is the authorized representative of the plaintiffs in the Injunction Suit, in which notice was issued on 17.08.2022.

Sr. no.	Plaintiff	Fathers name
1.	Mr. Mathura Prasad	Late Mr. Dev Ram
2.	Mr. Shyam Lal	Late Mr. Dev Ram (<i>Brother of Mr Mathura Prasad and father of the petitioner</i>)
3.	Mr. Mahesh Kumar	Late Mr. Dev Ram
4.	Mr. Rajesh Kumar	Late Mr. Vishan Ram (<i>Brother of Mr Mathura Prasad</i>)
5.	Mr. Mukesh Kumar	Late Mr. Vishan Ram
6.	Mr. Chandan Kumar	Late Mr. Vishan Ram
7.	Mr. Vinod Kumar	Late Mr. Vishan Ram
8.	Mr. Jagdish Prasad	Late Mr. Bhawan Ram (<i>Brother of Mr Mathura Prasad</i>)
9.	Mr. Joga Ram	Late Mr. Bhawan Ram
10.	Mr. Pappu Lal	Late Mr. Bhawan Ram



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11.	Mr. Pawan Kumar	Late Mr. Bhawan Ram
12.	Mr. Raghuvir Prasad	Late Mr. Ram Lal (<i>First cousin of Mathura Prasad</i>)
13.	Mr. Sadhuram Kumar	Late Mr. Ram Lal (<i>First cousin of Mathura Prasad</i>)
14.	Mr. Sundar Ram	Late Mr. Ram Lal (<i>First cousin of Mathura Prasad</i>)

A True copy of the plaint alongwith its translated copy is being marked and filed as **Annexure No. CA10** to this counter affidavit.

35. It is extremely important to highlight that the few of the grounds mentioned in the Injunction Suit and the present PIL are also similar. Therefore, it is *ex-facie* evident that the petitioner and his family members are desperately forum shopping to cause prejudice to the answering respondents.
36. Therefore, it is *ex facie* evident that the plaintiffs belong to or are relatives of the same family and the Injunction Suit is a collusive suit filed to pressurize the answering respondent. The answering respondent has already filed an application under Order VII Rule 11 CPC which is currently pending consideration. A copy of the application filed under Order VII Rule 11 CPC along with its translated copy is being marked and filed as **Annexure No. CA11** to this Counter affidavit.
37. In view of the above, it is reiterated that the present petition does not cater to any public interest. Instead, the present petition has



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been filed in gross abuse of the process of law for satisfying vested interests and extorting money from the answering respondents.

PARA-WISE REPLY –

38. The contents of paragraph no. 1 are totally false and baseless. While it is a fact that the Project is being developed, it is specifically denied that it is against the interest of the people living in the vicinity or against the interest of the people of the Uttarakhand. Furthermore, the Petitioner claiming himself as the public-spirited person is utterly false and baseless. Also, it is imperative to highlight that the petitioner is not the resident of village Sirsoli. However, the petitioner is the resident of Haldwani and is currently pursuing his undergraduate degree.
39. The contents of paragraph no. 2 of the PIL are wrong, false and denied. It is reiterated that not even a single ingredient of violation of the rights of the public under Article 14 or Article 21 of the Constitution of India have been demonstrated in the present case. Neither the DPR nor the revenue record has indicated such apprehensions as are being claimed by the Petitioner. On the contrary, the DPR ought to have taken into account the alleged concerns raised by the petitioner.
40. The contents of paragraph no. 3 of the PIL are wrong, false and denied. At the cost of being repetitive it is necessary to state that the members of the petitioner's family, including his father, are time and again filing frivolous cases against the respondent no. 8 and 9 and some of them are still pending.



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41. That the contents of paragraph no. 4 of the PIL are wrong, false, and denied. The present case is nothing but a fishing expedition by the petitioner. In the entire PIL not even a single point of law has been raised or adequate proof of the allegations has been attached. The entire petition is based upon conjectures and surmises.
42. That the contents of paragraph no. 5 of the PIL are admitted to the extent they are a matter of record.
43. That the contents of paragraph no. 6, 7, 8 and 9 of the PIL do not call for any reply.
44. That the contents of paragraph no. 10 of the PIL are wrong, false and denied and exposes the Petitioner's ill motive, as the Petitioner himself in para 9 of the PIL has stated that, "*the Government of Uttarakhand carried out necessary detailed investigations and submitted the DPR for implementation of the project after having satisfied itself about the techno economic viability of the Project.*"

A. Muck Disposal in the River Sarayu (Sarju)

45. That the contents of paragraph no. A (i) are wrong, false and denied. The muck is being dumped at clearly identified sites and as per the proper guidelines. It is pertinent to mention here that the Revenue sub-inspector of Bankot, himself inspected the site and presented the report dated 06.12.2021 to Tehsildar, Ganai Gangoli, in which he himself has attested to the fact that there is no proof of muck being dumped into the river. It is necessary to state that the respondent no. 8 has identified three (03) muck



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disposal areas i.e., (a) Near the barrage around 500m downstream of the river in Nagar Bategeri (revenue area); (b) Sirsoli around 2km downstream along the river; and (c) In Bhanmati around 4km from downstream from barrage. Currently, the respondent no. 8 is using the muck disposal area near the proposed second muck disposal (b) area along the river.

46. It is pertinent to note that the photographs marked as Annexure No. 2, are unclear and incorrigible, and as such the answering respondents are in no position to respond to the same without clear copies being provided to the answering respondent. True copy of the report dated 06.12.2021 by the Revenue Sub-Inspector is already annexed hereto and marked as Annexure No. CA 3.
47. It is necessary to highlight that the alleged photograph @pg 21, bears a stamp dated 22.06.21 whereas the present petition has been filed on 15.11.2022 clearly shedding light on the agenda behind the present petition. It is *ex-facie* evident that there is no cause of action, and the present petition has been filed with the sole view to harass the answering respondents. At the outset, it is necessary to state that the all the muck is stacked and disposed in the 29 45'18.7' and 79 49'50.6' which is designated muck disposal area. No muck is being discharged in the river, directly or indirectly. The photographs of the muck dumping sites are being marked and filed as **Annexure No. CA12** to the present Counter Affidavit.
48. It is necessary to state that as per office memorandum dated April 11, 2013, bearing no. 8311/2005-04(8)-129/2010, issued by Urja

Vibhag, Government of Uttarakhand, which categorically states that in the case of hydroelectricity projects, the muck dumping is to be done beyond the distance of 30 meter from the river (High Flood Level). However, in the present case, while exercising utmost due care and caution, respondent no. 8 has made end point of muck disposal site at approximately 50 mts from the river. A True Copy of the office memorandum dated April 11, 2013, bearing no. 8311/2005-04(8)-129/2010, issued by Urja Vibhag, Government of Uttarakhand along with its translated copy is being marked and filed as **Annexure No. CA13** to the present affidavit.

49. That the contents of paragraph no. A(ii) are wrong, false and denied. The true fact of the matter is that respondent no. 8 is duly complying with Clause 5.1.19 (i), Article V of the Implementation Agreement, as no muck is being discharged in the stream. Further, Clause 5.1.19(ii), Article V of the implementation agreement is not applicable in the present case, as the respondent no. 8 has designated the muck disposal site in a private land and not on the government land.
50. In reply to the contents of paragraph no. A(iii) of the petition, it pertinent to mention that the Petitioner has suppressed the fact that the Hon'ble Supreme Court vide an order dated 24.09.2018 in SLP No. 20761 of 2018 has stayed this Hon'ble High Court's order in WPPIL 116 of 2015. Therefore, the question of the answering respondent is not in violation of the same. A True Copy of the Hon'ble Supreme Court's order in SLP 20761 of 2018 is being marked and filed as **Annexure No. CA14**.



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B. Illegality in transfer of land belonging to scheduled caste people and against the spirit of GO passed and against the spirit of GO Passed by Government of Uttarakhand.

51. That the contents of paragraph no. B (i) of the PIL are wrong, false, and denied. Respondent no. 8 has not acquired or taken possession of any land belonging to the people of Scheduled Castes and Scheduled Tribes. It is pertinent to mention that a 'No Objection Certificate' under 'Scheduled Tribes and Forest Dwellers Act 2006' has already been issued to the Respondent No. 8.
52. That the contents of paragraph no. B(ii) of the PIL are self-contradictory and cannot be relied upon as the same are wrong, false and denied. It is evident that the petitioner is making bald assertions and has no conclusive or concrete proofs to substantiate its averments.
53. It is necessary to state that the land which has been used by the respondent no. 8 for the development and construction of the Project was taken on lease/rent and to that effect the landowners have been paid adequate rent/ fee. Therefore, it cannot be said that that respondent no. 8 is robbing the government or deliberately taking away the land of the people belonging to the SC/ST community.
54. That the contents of paragraph no. B(iii) of the PIL are wrong, false and denied. It is necessary to state that the Project is being developed in a total area of 12.37 Hectare, out of which the Government of Uttarakhand has handed over land vide separate



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lease deed dated 18.02.2020. A true copy of the lease deed is already filed as Annexure No. 8 of the PIL.

55. It is also necessary to state that the respondent no. 8 has not purchased any land from people belonging to SC/ST category, and the petitioner is put to the strict proof of the said fact. That even before procurement of the aforementioned land from private individuals, the respondent no. 8, duly obtained the permission and no-objection from the government. A copy of the letter bearing no. 702/XVIII (II)/2017-01-(03)/2016 dated 04.05.2017 is being marked and filed as Annexure No. 3 to the petition.
56. That the contents of paragraph no. B(iv) are totally false and baseless as even the Petitioner has not filed any document on record to substantiate the same.

C. Illegality And Fraudulency In The Joint Investigation Report

57. There is no illegality or 'fraudulency' as claimed by the Petitioner in the joint investigation report. The Petitioner has made baseless and malicious claims without placing any evidence on record in support of the same. It is pertinent to mention that the joint investigation report was prepared by a committee comprising not officials of several government departments, and not just the representative of the answering respondents. As such, the Petitioner is praying that this Hon'ble Court disbelieve and interfere with the findings of the experts on a technical issue, despite the fact that the Petitioner admittedly is not a technical expert.



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58. That the contents of paragraph no. C (i) of the writ petition are wrong, false, and denied. Interestingly, the averment of the petitioner simply reflects the ill intent of the petitioner. It is imperative state that till date the barrage work has not even started, let alone the fact that the reservoir is not even required before the construction of the barrage. Therefore, the analogy of the petitioner with respect to the fact that the less area has been shown to minimize the cost is simply pre-mature and the same clearly depicts the *mala fide* intention of the petitioner in the present case.
59. Further, the petitioner ought to demonstrate his technical qualification to make averments, such as the area is less without any scientific basis. Moreover, which guideline or law is violated by the said averment is not only unclear but completely missing from the contents of the paragraph.
60. That in reply to the contents of paragraph no. C (ii) it is necessary to state that local representative was present along with the government officers for marking of the barrage side area. It is after a careful assessment by the officers and considering the representation of the locals, that the area of 0.34-hectare land was calculated. It is incumbent upon the petitioner to demonstrate before this Hon'ble Court why his unilateral assessment of the size and the area being inadequate ought to be taken as gospel truth even though the said area was demarcated in presence of local representatives.
61. That the contents of paragraph no. C(iii), of the PIL are wrong, false and denied. The case of the petitioner is based on allegations

of malice and fraud. The petitioner seems unaware of the legal import of these words. To successfully prove either malice or fraud, the petitioner is duty bound as per trite law to make specific averments along with evidence to demonstrate malice and the intention to deceive. From the bare averments, unsubstantiated by any proof or any specific facts, it appears that the petitioner is alleging malice by the revenue department and forest department and representatives of respondent no. 8 for the measurement of land. The said averment is nothing short of being obnoxious as well as vexatious. Similarly, the intent to deceive or against whom the said malice is said to exist is unclear. Such vague averments reveal the true intent of the present petition, which is nothing short of blackmail.

**D. Threat To Sapteshwar Shiv Dham, Masand Baba Mandir
And Bodi Dhurapat Drinking Water Pump Plan**

62. That the contents of paragraph no. D(i) of the PIL are *prima facie* illogical and wrong. It is alleged that a "forged report" has been prepared. The petitioner is duty bound to prove whose signatures have been forged. It is even more interesting that the copy of the said report has not been placed on record and no averment has been made with respect to the alleged forgery.
63. It is necessary to state that the project is being developed and approved by the State Government on the basis of the DPR prepared by the Government of Uttarakhand. As per the DPR the Project of Respondent no. 8 is being developed at Full Reservoir Level ("FRL") as mentioned in the DPR @ IV-1. A copy of the



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relevant chapters of the DPR are being marked and filed as Annexure No. CA15 to this counter affidavit.

64. Furthermore, in the present case, Sateshwar Shiv Dham and Masand Baba Mandir is much above the demarcated reservoir area. Therefore, *firstly*, there is no possibility of submergence and *secondly* the petitioner has failed to disclose the total elevation of both temples in comparison of the Project and made a bald speculative plea of submergence.
65. It is also imperative to mention that the respondent no. 8 has constructed one temple at Sapteshwar Shiv Dham along with public amenities (toilet), and also a temple at Sirsoli village along with community center and also decorated the temples from its own pocket for the local people. A photograph of the construction work done by the answering respondent for the villagers are being marked and filed as Annexure No. CA16 to this Counter Affidavit.
66. In reply to the contents of paragraph no. D(ii) of the PIL it is necessary to state that the Bodi-Dhurapaat Drinking Water Pump is way above the riverbed level because of which in summer seasons the water in the pump is serviced through different channels. Further, the *Pay Jal Nigam*, vide its letter dated 18.08.2015, requested the respondent no. 8 to ensure minimum discharge of water at rate of 1914 Lt/ per minute. A Copy of the letter dated 18.08.2015, along with its translated copy is being marked and filed as Annexure No. CA17 to this counter affidavit.



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67. At present respondent no. 8 is discharging all the water into the river. However, after commissioning of the project, the respondent no. 8 will release minimum 90,000 Lt/per min (*as explained in the chart below*) as per norms prescribed by the energy department vide letter dated 05.06.2018, which is more than the quantity mentioned in the letter dated 18.05.2015. A copy of the letter dated 05.06.2018 alongwith its translated copy is being marked and filed as Annexure No. CA18 to this Counter Affidavit.

Total Discharge flow in the river in quarters (Summer Season) avg 10 cumec/second.

Or

10x60 = 600Cumec/minute

Discharge release in river after usage 15% as per DPR and letter dated June 05, 2018

15% of 600 = 90cumec/minute or 90000Lt/min

Water required as per Pay Jal Nigam= 1940 Lt/Min

68. As per the letter dated 18.05.2015, the requirement of discharge of water into the river is only 1914 Lt/min. However, the respondent no. 8 effectively be discharging 90,000Lt/Mint which is around 45 times more than the prescribed norms. Therefore, the question of the riverbed drying up is not only unreasonable and unscientific, but it shows the frivolous nature of the present petition, which has been filed without an iota of basis.


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69. It is necessary to state that respondent no. 8 has to date not started any work in the river bed. Moreover, the river is generally rain-fed. During the summer the snow in the higher reaches melts to maintain a perennial flow in the river. Therefore, the river has not dried up. More importantly, the drying of the pump is not attributable to the respondent no. 8 and the pump has dried up due to reasons unknown to the respondent. Further, it is necessary to state that the Government of Uttarakhand has already sanctioned a new pump and in any case the Bodi-Dhurapaat Drinking Water Pump is being replaced. At present there is no shortage of drinking water and no such shortage is anticipated for the future as well as a new pump has already been sanctioned. Hence, the entire averment of the petitioner is wrong, false and denied.
70. That the contents of paragraph no. D(iii) are wrong, false and denied for the reasons mentioned in the preceding paragraphs. Moreover, the averments suggests that the petitioner is trying to invoke the remedial measures and mitigation of a contractual document to which the petitioner is neither a signatory nor a beneficiary. There is no privity of contract, and the said implementation agreement cannot be enforced at the behest of a third-party alleging breach, without adjudication of the breach itself at a trial in accordance with the due process of law. The mere averment of breach based on speculation by a third party cannot warrant action against the respondent under any circumstances as the same would be in gross prejudice to the rights of the answering respondent.



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71. That the contents of paragraph no. D(iv) are wrong, false and denied. The contents of the preceding paragraphs are reiterated and not being repeated for the sake of brevity.

E. Hazardous Situation Prevalent Due To The Construction of Tunnel From Middle of The Revenue Village Sirsoli

72. That the contents of paragraph no. E(i) of the PIL are wrong, false and denied. It is necessary to state that the tunnel is being made 75m behind the village Sirsoli and that too approximately 100-150 meter below the surface. Further, the petitioner is put to strict proof of the relevancy and authenticity of Annexure no. 7 of the PIL.
73. That the contents of paragraph no. E(ii) of the PIL are wrong, false and denied. The entire averments are based upon speculation. It is necessary to draw the attention of the Hon'ble Court that the tunnel is being made in accordance with the DPR, tender specifications and the implementation agreement. The apprehensions regarding the Earthquake has been very well explained in the DPR @ Pg. VII-2, wherein it states, '*Uttarkashi earthquake (MS 6.9) of 19th Oct 1991 and Chamoli earthquake (magnitude 6.8) of 29th March 1999 are the major events recorded recently. The epicentre of these earthquakes are far away from the project site. This aspect should be taken into consideration while designing the seismic coefficient of the barrage.*'
74. In the DPR @ Pg. X-V, it has been itself mentioned that since there are number of active land slide zones along the alignment



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of the water conductor system, it is considered safe to provide a tunnel to carry water to the powerhouse. Therefore, the construction of tunnel itself validates the fact that the answering Respondent is carrying out the construction by keeping the villages and their susceptibility in mind. Furthermore, it is necessary to state that the Petitioner's cousin created this entire propaganda because he wanted the tunnel work. Only when the respondent no. 8 refused to give him the tunnel work and asked the Petitioner's cousin to demonstrate his technical expertise and procure the same through proper tender process, the Petitioner's cousin along with his family members started creating hindrances on one or the other issues. Hence, the present petition has been filed to blackmail the answering respondent to allot the tender work to petitioner's cousin.

75. Furthermore, it is necessary to state that as of the date of filing this counter affidavit, the construction work of the tunnel has not even reached Sirsoli Village, and it will take approximately 4-6 months to reach Sirsoli Village. Hence, it is evident that the entire averments of the petitioner are pre-mature and without any legal basis.

F. Half Hearted Implementation Of The Lease Deed Dated 18.02.2020 And Economic Loss To The State

76. That the contents of paragraph no. F(i) of the PIL are only admitted to the extent they are a matter of record.
77. The contents of paragraph no. F(ii) of the PIL pertain to the land taken on lease from the State Government for the construction for



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the project component. It is submitted that respondent no. 8 has not commenced any work on the said land. Therefore, the fact that respondent no. 8 is cutting down the trees is manifestly wrong and false, and the petitioner should be put to the strict proof of the same.

78. That the contents of paragraph no. F(iii) of the PIL are wrong, false, and denied. It is necessary to state the respondent no. 8 has not cut any tree till date. It is important to mention that the Petitioner's cousin filed a frivolous complaint on the CM portal alleging that the trees are being cut by the respondent no. 8. Consequently, an enquiry was conducted, and it was found that trees had fallen due to natural reasons and the said fallen trees were approximately 1-2 years old. A copy of the report dated 05.04.2022 along with its typed and translated copy is being marked and filed as Annexure No. CA 19 to the present counter affidavit.

G. The Alignment And Path Of The Road Passing Through Village Sirsoli Changed Without Reasons.

79. That the contents of paragraph no. G(i) of the PIL are only admitted to the extent that the DPR was prepared by IIT Roorkee, rest of the contents are wrong false and denied. The fact of the matter is that initially, when the survey was being done for construction of road far away from the village (near the river) in the year 2015, the Petitioner's cousin, while he was the Gram Pradhan, wrote a letter dated 03.05.2015 to the respondent no. 8. In the letter the Petitioner's cousin (i.e., Mr. Deepak Kumar, the then Gram Pradhan) requested the respondent no.8 to construct

the road through the village stating that the villagers were not happy with the survey being done near the river. The Petitioner's cousin specifically mentioned that the survey being done near the river would in effect deprive the villagers of the road network and if the respondent no. 8 refuses to adhere to the request of the villagers, the villagers will protest against the same. A copy of the letter dated 03.05.2015 alongwith its typed and translated copy is being marked and filed as **Annexure No. CA20** to the present counter affidavit.

80. The contents of paragraph no. G(ii) of the PIL are wrong, false and denied. It appears that the petitioner is merely conducting a fishing expedition and expects the Hon'ble High Court to do a roving enquiry upon whims and fancies of the petitioner. However, it is necessary to state that the family of the petitioner itself, on 13.02.2021, illegally constructed a wall upon the road against which Ms. Kavita Devi (the Gram Pradhan) wrote a letter dated 11.04.2021 to Mr. Raghuvir Prasad (relative of the petitioner) to remove the hindrance as the petitioner had raised illegal construction on a motorable road.
81. Subsequently, Ms. Kavita Devi also wrote a letter dated 12.04.21 to the SDM, Gangolihat apprising him that the villagers have themselves removed the encroachment done by the family of the petitioner. Further, she also requested the SDM Gangolihat to ensure that in future the relatives of the petitioner should not raise any construction over the road. Copies of the letter dated 11.04.2021 and 12-04.2021 alongwith its typed and translated



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copies are being collectively marked and filed as Annexure No. CA21 (colly) to the present counter affidavit.

82. Subsequently, acting upon the application dated 12.04.2021, SDM, Gangolihat passed an order dated 13.04.2021 directing the residents of village Sirsoli to maintain *status quo*. A copy of the order dated 12.04.2021 alongwith its translated copy is being marked and filed as Annexure No. CA22 to the present counter affidavit.

H. Threat Upon The Conveyance Cum Suspension Bridge

83. That the contents of paragraph no. H(i), (ii) and (iii) are wrong, false and denied. The averments are pre-mature as the construction work has not reached a stage where the bridge would submerge. The construction has not yet started and is scheduled to be completed in December 2025. It is also necessary to state that the Government of Uttarakhand has already sanctioned a new bridge after due consideration given to the proposed water level of the hydro project. A copy of the screenshot of the tender notification is being marked and filed as Annexure No. CA23 to this Counter Affidavit.
84. It is necessary to state that in the DPR prepared by the Government of Uttarakhand the FRL (*this is the highest level which will reach after the construction of barrage, which is mentioned 799 m is duly cover*). However, the bridge is 795m. Therefore, it is obvious that the Government has taken into consideration the submergence of Suspension of Bridge at the time of issuing of the DPR itself.



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85. That the contents of paragraph no. 11 of the PIL are admitted to the fact that the representation was made before the Learned Kumaon Commissioner. However, it is necessary to state that out of 117 people who have allegedly signed in the said representation, approximately 90% of the people are not even aware about such representation. Annexure No. 9 of the PIL clearly reveals that all 117 people have not signed the letter. Moreover, the names of the individuals have been copied as signatures suggesting *prima facie* forgery and impersonation.
86. Further, few people, whose signatures are present in the representation work in the Project and the petitioner has not even bothered to check the names of the individuals before fabricating the false complaint.
87. That the contents of paragraph no. 12 of the said PIL are admitted to the extent that the representation was made. However, the signature of the *pradhan* in the said representation are categorically disputed as the same have been forged. Further, most of the gram panchayats mentioned in the representation have got nothing to do with the Project.
88. That the contents of paragraph no. 13 and 14 of the PIL do not call for any reply.
89. That in reply to the contents of paragraph no. 15 and 16 of the PIL it is necessary to state that the respondent no. 8 has duly complied all the applicable laws.
90. That in reply to the contents of paragraph no. 17 of the PIL it is necessary to state that the petitioner is a third party and is trying



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to invoke the remedial measures and mitigation of a contractual document to which the petitioner is neither a signatory nor a beneficiary. There is no privity of contract, and the said implementation agreement cannot be enforced at the behest of a third-party alleging breach, without adjudication of the breach itself at a trial in accordance with the due process of law. The mere averment of breach based on speculation by a third party cannot warrant action against the respondent under any circumstances as the same would be in gross prejudice to the rights of the answering respondent.

91. That the contents of paragraph no. 18 of the PIL are wrong, false and denied for the reasons mentioned in the preceding paragraphs, the same are not being repeated for the sake of brevity.
92. That in reply to the contents of paragraph no. 19 of the PIL it is necessary to state that the present petition is devoid of any merit and the Petitioner is nothing more than a meddlesome interloper impersonating as public-spirited holy man. It is ex-facie evident that the petitioner and its family members have left no stone unturned to the cause prejudice to the answering respondent and its Project.
93. That based on the facts and circumstances stated above, the grounds relied upon by the petitioners and the prayers sought for are misconceived, motivated by extraneous considerations, and are therefore, not admitted and vehemently denied.



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94. That in the interest of justice that this Hon'ble Court be pleased to dismiss the instant petition along with the stay application with costs and special costs in favor of the answering respondents and as against the petitioner.
95. It is submitted that the Petitioner has approached this Hon'ble Court with unclean hands by suppressing material facts and documents. All averments made in the Appeal are denied in their entirety, and nothing may be deemed admitted for the reason of specific non-traverse.

Deponent

Verification:

I Ashok Kumar the deponent named above, DO HEREBY verify on oath that the contents of the paragraph number 4,5,6,7,8,9,10,17,24,26,27,37,38,52,53,58,74,75,91,92,93 of the this affidavit are true to my personal knowledge and those of paragraph numbers 1,2,3,11,12,13,14,15,16,18,19,20,21,22,23,25,28,29,30,31,32, 33,34,35,36,40,41,42,43,44,45,46,47,48,49,51,54,55,56,57,59,60,62,63,64,65,66,67,68,69,71,72,73,74,76,77,78,79,80,81,82,83,84,85,86,87, 88,89 of the affidavit are based on perusal of records and those of paragraph number 39,50,61,70,90,94,95 are based on legal advice which I believe to be true. Nothing material therein has been concealed. So help me God!

Deponent

L.T.I of the Deponent



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Place: Dehradun

I, _____ Advocate, do hereby declare that I have identified the deponent Mr Ashok Kumar (male aged about 40 yrs) S/o Mr. Babu Ram Singh (Aadhar Card No. 952881743316)

Advocate

Enl. No.

Bar No.

Solemnly affirmed before me on this ^{20th} day of April, 2023 at _____ at about 14 ~~5am~~ ^{5pm} by the deponent who has been identified by the aforesaid advocate.

I have satisfied myself by examining the deponent who understood the contents of this affidavit, which has been read over and explained to him by me.

The person has signed on the photograph in my presence.

Notary



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IN THE HON'BLE HIGH COURT OF UTTARAKHAND AT NAINITAL
INDEX

IN
COUNTER AFFIDAVIT
(On behalf of Respondent No.4)

IN
WRIT PETITION (P.L.) NO. 151 OF 2022
(Under Article 226 of Constitution of India)

District:-Pithoragarh.

Praveen Kumar (male, aged about 20 years), S/o shri Shyam Lal, R/o
Village Sirsoli, Post Batgeri, Tehsil Ganai, District-Pithoragarh,
Uttarakhand. Petitioner.

Versus

- 1- State of Uttarakhand through Secretary, Energy, Secretariat, Subhash Road, Uttarakhand, Government, Dehradun.
- 2- Uttarakhand Pollution Control Board, Gaura Devi Bhawan, IT Park Sahastradhara, Dehradun, Uttarakhand.
- 3- Kumaon Commissioner, Nainital, Uttarakhand.
- 4- District Magistrate, Collectorate Complex, Pithoragarh.
- 5- District Magistrate, Collectorate Complex, Bageshwar.
- 6- Divisional Forest Officer, District-Pithoragarh.
- 7- Divisional Forest Officer, District-Bageshwar.
- 8- Khatauni Power Company Pvt. Ltd. having its registered office at 10, Community Center, IInd Floor, East of Kailash, New Delhi-110065 through its Managing Director Shri Santosh Thakur.
- 9- M/s Shyama Power India Limited having its registered office at Naga Cottage, Circular Road, Dimapur-797 112, Nagaland through its authorized signatory and Managing Director Shri Santosh Thankur. Respondents.

Sl. No.	Particulars	Page Nos.
1.	Index	2
2.	Delay Condonation Application.	2
3.	Counter Affidavit.	3-9

Dated: 19/11/2023

(B.S. Parihar)
Standing Counsel,
Government of Uttarakhand.


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IN THE HON'BLE HIGH COURT OF UTTARAKHAND AT NAINITAL

DELAY CONDONATION APPLICATION.....OF 2023
(Under Section 5 of Limitation Act)

IN

COUNTER AFFIDAVIT
(On behalf of Respondent No. 4)

IN

WRIT PETITION (P.L.) NO. 151 OF 2022
(Under Article 226 of Constitution of India)

District:-Pithoragarh.

Praveen Kumar (male, aged about 20 years), S/o shri Shyam Lal, R/o Village Sirsoli, Post Batgeri, Tehsil Ganai, District-Pithoragarh, Uttarakhand. Petitioner.

Versus

State of Uttarakhand through Secretary,
Energy, Secretariat, Subhash Road, Uttarakhand,
Government, Dehradun & others. Respondents

To,

The Hon'ble the Chief Justice and his other Hon'ble companion judges of the aforesaid court.

The humble application of the above named applicant most respectfully showeth as under.

- 1) That full facts have been disclosed in the accompanying affidavit, which may form part of this application.
- 2) That in view of the facts and circumstances stated above the Hon'ble Court may graciously be pleased to condone the delay of about ...76... days/months in filing the counter affidavit, or else the applicant shall suffer irreparable loss and injury.

PRAYER

It is, therefore, most respectfully prayed that the Hon'ble Court may graciously be pleased to condone the delay of about 76 days/months in filing the counter affidavit, or else the applicant shall suffer irreparable loss and injury.

Dated: 14/4/2023

(B.S. Parihar)
Standing Counsel,
Government of Uttarakhand

IN THE HON'BLE HIGH COURT OF UTTARAKHAND AT NAINITAL
INDEX

IN
COUNTER AFFIDAVIT
(On behalf of Respondent No.4)

IN
WRIT PETITION (P.I.L.) NO. 151 OF 2022
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..... Petitioner.

NOTARIAL

NOTARIAL

Versus

- 1- State of Uttarakhand through Secretary, Energy, Secretariat, Subhash Road, Uttarakhand, Government, Dehradun.
- 2- Uttarakhand Pollution Control Board, Gaura Devi Bhawan, IT Park Sahastradhara, Dehradun, Uttarakhand.
- 3- Kumaon Commissioner, Nainital, Uttarakhand.
- 4- District Magistrate, Collectorate Complex, Pithoragarh.
- 5- District Magistrate, Collectorate Complex, Bageshwar.
- 6- Divisional Forest Officer, District-Pithoragarh.
- 7- Divisional Forest Officer, District-Bageshwar.
- 8- Khatauni Power Company Pvt. Ltd. having its registered office at 10, Community Center, IInd Floor, East of Kailash, New Delhi-110065 through its Managing Director Shri Santosh Thakur.
- 9- M/s Shyama Power India Limited having its registered office at Naga Cottage, Circular Road, Dimapur-797 112, Nagaland through its authorized signatory and Managing Director Shri Santosh Thankur.
..... Respondents.

Sl. No.	Particulars	Page Nos.
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2.	Civil Misc. Application	
3.	Counter Affidavit.	

Dated: / /2023

(B.S. Parihar)

Standing Counsel,
Government of Uttarakhand.


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IN THE HON'BLE HIGH COURT OF UTTARAKHAND AT NAINITAL

COUNTER AFFIDAVIT
(On behalf of Respondent No. 4)

IN

WRIT PETITION NO. (P.L.L.) NO. 151 OF 2022
(Under Article 226 of Constitution of India)

District:-Pithoragarh

Praveen Kumar (Male, Aged about 20 years), S/o Shri Shyam Lal,
R/o Village Sirsoli, Post Batgeri, Tehsil Ganai, District
Pithoragarh.

..... Petitioner

Versus

State of Uttarakhand Secretary, Energy, Secretariat, Subhash
Road, Uttarakhand, Government, Dehradun & others.

..... Respondents

Solely Affirmed before me to day

..... S.D.M.

..... S.D.M. Joshi

Affidavit of Smt. Reena Joshi, Aged about
39 years, W/o Shri Chandrashekhar Joshi,
Presently posted as District Magistrate,
Pithoragarh.

(Deponent)

I, the deponent above named do hereby solemnly affirm and
state on oath as hereunder:

1. That the deponent is presently posted as District Magistrate, Pithoragarh, she has been arrayed as respondent no. 4 in the above noted writ petition, and as such she is well conversant with the facts deposed to below.
2. That the deponent has read and understood the contents of writ petition, affidavit and annexures appended thereto along with the relevant office record made available to her and is filing the counter affidavit as under.



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3. That in the year 2014, for the establishment of Khutani Power Project under Tehsil Magai Gangoli of district Pithoragarh, a work agreement was executed between Government of Uttarakhand and Khutani Power Company Pvt. Ltd. for the construction of the Khutani Power Company Pvt. Ltd. has conducted a comprehensive survey of the site of the project and measured and earmarked the Nap land of the farmers and the forest land. Thereafter, for the purchase of 1.045 Nap land of farmers, under section-154 (4) (3) (a) (v) of the Uttarakhand Zamindari Abolition and Land Reforms Act-1950 (Adaptation and Modification Order 2001) (Amendment Act-2003) dated 15.01.2004, permission was obtained and after getting approval for transfer of 3.180 hectares of forest land the project construction work was started.

It is submitted here that after the start of the project construction work, almost 25 percent of the project work has been completed. It is further submitted that the construction of the project is being carried out by the construction company as per the norms in the wider public interest and local employment.

Therefore, the petition of the petitioner deserves to be dismissed as being baseless, devoid of merit and contrary to the actual facts.

Parawise Reply

4. That the contents of paragraph no. 1, 2, 3, 4, 5, 6, 7, 8 & 9 of the writ petition need no comment.
5. That the contents of para 10 of the writ petition as stated are not admitted hence denied. The detailed reply in this regard has already been given in the preceding paragraphs of the counter affidavit and the same are not repeated here for the sake of brevity. However, so





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far as the allegations of discrepancies levelled by the petitioner in sub paras made in the para under reply it is humbly submitted that the work is being done by the Company as per the detailed action plan.

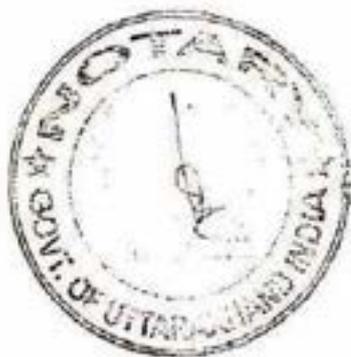
The sub Para (A) shall be suitably replied by the forest department.

In reply to the Sub Para (B) (i) it is submitted here that vide the Government Order No. - 702 / XVIII (II) / 2017-01(03)/2016 dated 04.05.2017 for the construction of the project, permission was granted to purchase 1.045 hectare land of farmers of village Bhanmati, in which no land of scheduled caste farmers has been purchased as such no provisions of the Government order dated 04.05.2017 has been violated due to non-purchase of land of scheduled caste farmers.

In reply to the contents of para (B) (ii) of the writ petition it is submitted that since no land of scheduled caste farmers has been purchased by the company, whatever land of scheduled caste farmers was used by the company in the construction of the project is being going on a temporary basis with the mutual consent of the concerned farmer and the company by taking it on rent.

In reply to the contents of para (B) (iii) & (iv) of the writ petition it is submitted that the land of scheduled caste farmers has been taken on temporary rent for the construction of the project by the company only with the consent of the farmer, therefore, there is no case of being landless or being made landless.

The sub Para (C) shall be suitably replied by the forest department.




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In reply to the contents of para (D) of the writ petition it is submitted here that after taking action in the matter pursuant to the letter dated 03.01.2023 issued by the State of Uttarakhand, a separate report has to be submitted by the Energy Section-1 Uttarakhand Government, Uttarakhand Jal Vidyut Nigam.

In reply to sub para (E) (i) (ii) of the writ petition it is submitted here that before the construction of the project, the Geological investigation of the project site has been made and in future, if any damage is cause to the houses of the villagers of village Sirsoli due to the tunnel construction, it will be repaired by the company.

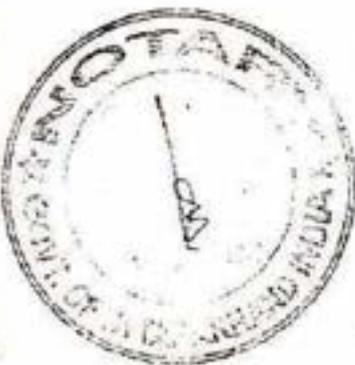
The contents of sub para (F) of the writ petition shall be suitably replied by the Forest Department.

In reply to the contents of sub para (G) & (H) of the writ petition it is submitted here that after taking action in the matter pursuant to the letter dated 03.01.2023 issued by the State of Uttarakhand, a separate report has to be submitted by the Energy Section-1 Uttarakhand Government, Uttarakhand Jal Vidyut Nigam.

- 6- That the contents of para 11 & 12 of the writ petition as stated are not admitted hence denied. It is submitted here that on the application of the complainant after examination of application the investigation has been conducted as per rule and since no adverse facts were noticed, therefore, no further was taken.



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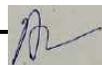
- 7- That the contents of para 13 of the petition as stated are not admitted hence denied. It is submitted here that for the project in question, for the purchase of 1.045 Nap land of farmers, under the provisions of the section-154 (4) (3) (a) (v) of the Uttarakhand Zamindari Abolition and Land Reforms Act-1950 (Adaptation and Modification Order 2001) (Amendment Act-2003) dated 15.01.2004, permission was obtained and after getting approval for transfer of 3.180 hectares of forest land the project construction work was started. It is submitted that no action was required under the Rehabilitation and Resettlement Policy-2013.
- 8- That the contents of para 14 of the petition as stated are not admitted hence denied. It is submitted here that no temples and other public property are being affected in the construction of the project and no farmers become landless/homeless, as such no rehabilitation is required.
- 9- That the contents of para 15 of the writ petition as stated are not admitted hence denied. The detailed reply in this regard has already been given in the preceding paragraphs of the counter affidavit and the same are not repeated here for the sake of brevity.
- 10- That the contents of para 16, 17 & 18 of the writ petition call for no comment in view of the detailed reply has already been given in the preceding paragraphs of the counter affidavit. .
- 11- That the contents of para 19 of the writ petition are legal in nature. The Grounds 'A' to 'V' of the writ petition are mere repetitions of the contentions already replied in the above paragraphs of the counter affidavit and the same are not repeated here for the sake of brevity. However, in the light of the facts and circumstances stated above, in the present counter



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SL. No	Date	Office Notes, reports, orders or proceedings or directions and Registrar's order with Signatures	COURT'S OR JUDGES'S ORDERS
	24.11.2022		<p>WPPIL No. 151 of 2022 <u>Sri Vipin Sanghi, C.J.</u> <u>Sri R.C. Khulbe, J.</u></p> <p>Mr. Shashank Saun, the learned counsel for the petitioner.</p> <p>Issue notice.</p> <p>Mr. B.S. Parihar, the learned Standing Counsel for the State of Uttarakhand appears and accepts notice on behalf of respondent nos. 1, 3, 4, 5, 6 and 7.</p> <p>Mr. Aditya Pratap Singh, the learned counsel appears and accepts notice on behalf of respondent no. 2.</p> <p>Mr. Shubhr Rastogi, the learned counsel appears and accepts notice on behalf of respondent nos. 8 and 9.</p> <p>Copy of the Writ Petition be supplied by the counsel for the petitioner, to the counsel for respondent nos. 8 and 9, during the course of the day.</p> <p>The grievance of the petitioner is that respondent nos. 8 and 9 are dumping muck and debris in the banks of River Sarju (Sarayu), while undertaking developmental works. Photographs have been placed</p>



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on record in this regard.

We direct the respondents to file their status report/ counter affidavit within three weeks.

The State Pollution Control Board, i.e. the respondent no. 2, should cause an immediate inspection of the area, and it should issue necessary directions, if they are called for in the circumstances of the case.

List on 24.04.2023.

(R.C. Khulbe, J.)
24.11.2022

(Vipin Sanghi, C.J.)
24.11.2022

Rahul



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SL. No	Date	Office Notes, reports, orders or proceedings or directions and Registrar's order with Signatures	COURT'S OR JUDGES'S ORDERS
	24.04.2023		<p>WPPIL No.151 of 2022</p> <p><u>Hon'ble Vipin Sanghi, C.J.</u></p> <p><u>Hon'ble Alok Kumar Verma, J.</u></p> <p>The matter could not be taken up due to paucity of time.</p> <p>List on 21.09.2023, along with connected matters.</p> <p>Interim order, if any, shall continue to operate till the next date.</p> <p>(Alok Kumar Verma, J) (Vipin Sanghi, CJ)</p> <p>24.04.2023 24.04.2023</p> <p>Rathour</p> <p style="text-align: center;"> True copy</p>

SL. No	Date	Office Notes, reports, orders or proceedings or directions and Registrar's order with Signatures	COURT'S OR JUDGES'S ORDERS
	21.09.2023		<p>WPPIL No. 151 of 2022 <u>Hon'ble Vipin Sanghi, C.J.</u> <u>Hon'ble Rakesh Thapliyal, J.</u></p> <p>The matter could not be taken up due to paucity of time.</p> <p>List on 24.04.2024.</p> <p>Interim order, if any, shall continue to operate till the next date.</p> <p>(Rakesh Thapliyal, J.) 21.09.2023</p> <p>(Vipin Sanghi, C.J.) 21.09.2023</p> <p>Rahul</p>



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SUPREME COURT CASES

(2022) 8 SCC

(2022) 8 Supreme Court Cases 156

2J

(BEFORE B.R. GAVAI AND HIMA KOHLI, JJ.)

STATE OF ANDHRA PRADESH

.. Appellant;

Versus

RAGHU RAMAKRISHNA RAJU KANUMURU

(MEMBER OF PARLIAMENT)

.. Respondent.

Civil Appeals Nos. 4522-24 of 2022[†], decided on June 1, 2022

A. Constitution of India — Arts. 226 and 227 — Law declared by High Court — Binding effect of — Primacy of orders of High Court over those of statutory tribunals in case of conflicting orders

Held, law declared by the High Court in the State is binding on authorities and tribunals under its superintendence and they cannot ignore it — Further, tribunals are subordinate to High Court insofar as the territorial jurisdiction of High Court is concerned — Held, in case of conflicting orders passed by statutory tribunals and the High Court, it is the orders passed by the constitutional courts, which would prevail over the orders passed by the statutory tribunals — Courts, Tribunals and Judiciary — Courts, Tribunals and Special Courts — Tribunals (Paras 11 to 15)

B. Environment Law — National Green Tribunal Act, 2010 — S. 14 — Entertaining a lis by the NGT — Permissibility of, when High Court of competent jurisdiction found already in seisin of the matter with regard to same cause of action

In a writ petition, High Court vide its order dt. 16-12-2021, permitted construction activities and other allied activities in relation to the subject project, strictly in accordance with the permission accorded by the concerned Ministry and the existing Master Plan Proceedings initiated by the NGT after taking cognizance of a letter sent to it by the respondent, a sitting MP and the NGT appointed an Experts Committee on 17-12-2021 which submitted its Report on 29-3-2022, indicating therein no violation in the construction carried out by the appellant — NGT again, vide its order dt. 6-5-2022, appointed a Second Experts Committee and without waiting for its report, by the same order, the NGT stayed further construction on part of the appellant

— Held, law declared by the High Court in the State is binding on authorities and tribunals under its superintendence and they cannot ignore it and, further, the tribunals would be subordinate to High Court insofar as the territorial jurisdiction of High Court is concerned — In case of conflicting orders passed by NGT and the High Court, it is the orders passed by the constitutional courts, which would prevail over the orders passed by the statutory tribunals

[†] Arising out of Diary No. 16486 of 2022. Arising from the impugned Interim Judgment and Order in *Raghu Ramakrishna RajuKanumuru v. State of A.P.*, 2022 SCC OnLine NGT 151 (National Green Tribunal, OA No. 361 of 2021, dt. 6-5-2022) and *Raghu Ramakrishna RajuKanumuru v. State of A.P.*, 2022 SCC OnLine NGT 144 (National Green Tribunal, IA No. 117 of 2022, IA No. 118 of 2022 and OA No. 361 of 2021, dt. 20-5-2022) [Reversed]

STATE OF A.P. v. RAGHU RAMAKRISHNA RAJU KANUMURU

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a — Resultantly, prayer of the appellant that when High Court of competent jurisdiction was already in seisin of the matter, the NGT could not have entertained a lis with regard to the same cause of action, held acceptable and, thus, the impugned orders passed by the NGT held not sustainable and set aside Courts, Tribunals and Judiciary Courts, Tribunals and Special Courts Tribunals — Constitution of India, Arts. 226 and 227 (Paras 11 to 21)

Held :

b The law declared by the higher court in the State is binding on authorities and tribunals under its superintendence and they cannot ignore it. If the courts command others to act in accordance with the provisions of the Constitution and to abide by the rule of law, it is not possible to countenance violation of the constitutional principle by those who are required to lay down the law. (Para 11)

c Insofar as the tribunals are concerned, they would be subordinate to the High Court insofar as the territorial jurisdiction of the High Court is concerned. (Para 12)

d Hence, it was not appropriate on the part of the NGT to have continued with the proceedings before it, specifically, when it was pointed that the High Court was also in seisin of the matter and had passed an interim order permitting the construction. The conflicting orders passed by the NGT and the High Court would lead to an anomalous situation, where the authorities would be faced with a difficulty as to which order they are required to follow. There can be no manner of doubt that in such a situation, it is the orders passed by the constitutional courts, which would prevail over the orders passed by the statutory tribunals. (Para 13)

Therefore, the proceedings pending before the NGT are quashed and set aside. (Para 15)

e *Raghu Ramakrishna RajuKanumuru v. State of A.P.*, 2022 SCC OnLine NGT 151; *Raghu Ramakrishna RajuKanumuru v. State of A.P.*, 2022 SCC OnLine NGT 144, *reversed*

P.V.L.N. Murthy Yadav v. A.P. Tourism Development Corpn. Ltd., 2021 SCC OnLine AP 4442, *referred to*

Priya Gupta v. Ministry of Health & Family Welfare, (2013) 11 SCC 404 : (2014) 1 SCC (Civ) 534 : 6 SCEC 194; *East India Commercial Co. Ltd. v. Collector of Customs*, AIR 1962 SC 1893; *Official Liquidator v. Dayanand*, (2008) 10 SCC 1 : (2009) 1 SCC (L&S) 943; *L. Chandra Kumar v. Union of India*, (1995) 1 SCC 400 : 1995 SCC (L&S) 321, *followed*

f SK-D/68967/C

Advocates who appeared in this case :

Dr Abhishek Manu Singhvi and S. Niranjana Reddy, Senior Advocates [Mahfooz Ahsan Nazki (Advocate-on-Record), Polanki Gowtham, Shaik Mohamad Hancef, T. Vijaya Bhaskar Reddy, K.V. Girish Chowdary, Ms Rajeswari Mukherjee, Ms Akhila Palem, Abhishek Sharma and Sahil Raveen, Advocates], for the Appellant; Balaji Srinivasan (Advocate-on-Record), Advocate, for the Respondent.

g	<i>Chronological list of cases cited</i>	<i>on page(s)</i>
	1. 2022 SCC OnLine NGT 151, <i>Raghu Ramakrishna RajuKanumuru v. State of A.P. (reversed)</i>	158c, 158c-d, 158g-h, 159a, 159b, 159b-c, 159d, 160g
	2. 2022 SCC OnLine NGT 144, <i>Raghu Ramakrishna RajuKanumuru v. State of A.P. (reversed)</i>	158c-d, 159c
h	3. 2021 SCC OnLine AP 4442, <i>P.V.L.N. Murthy Yadav v. A.P. Tourism Development Corpn. Ltd.</i>	158e, 159d, 159e-f

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|---|--------|---|
| 4. (2013) 11 SCC 404 : (2014) 1 SCC (Civ) 534 : 6 SCEC 194, <i>Priya Gupta v. Ministry of Health & Family Welfare</i> | 159f-g | |
| 5. (2008) 10 SCC 1 : (2009) 1 SCC (L&S) 943, <i>Official Liquidator v. Dayanand</i> | 160c-d | a |
| 6. (1995) 1 SCC 400 : 1995 SCC (L&S) 321, <i>L. Chandra Kumar v. Union of India</i> | 160d-e | |
| 7. AIR 1962 SC 1893, <i>East India Commercial Co. Ltd. v. Collector of Customs</i> | 160c-d | |

The Judgment of the Court was delivered by

B.R. GAVAI, J.— Permission to file appeal without certified/plain copy of impugned order is granted. Issue notice. Shri Balaji Srinivasan, learned counsel accepts notice on behalf of the sole respondent, and as such, we have heard the matter finally. b

2. The appellant challenges the order dated 6-5-2022 passed by the National Green Tribunal, Principal Bench, New Delhi (hereinafter referred to as “NGT”) in *Raghu Ramakrishna RajuKanumuru v. State of A.P.*¹, vide which it prohibited the appellant from undertaking any further construction. The appellant also challenges the order dated 20-5-2022 passed by the learned NGT in *Raghu Ramakrishna RajuKanumuru v. State of A.P.*², vide which the application seeking vacation of stay imposed vide order dated 6-5-2022¹ was rejected. c

3. The appellant was already running a resort at Rushikonda Hill, near Visakhapatnam. According to the appellant, after obtaining the necessary permission, it has demolished the existing resort and is reconstructing the resort at the same place with additional facilities. d

4. A writ petition being WP (PIL) No. 241 of 2021, challenging the said construction, has already been filed before the High Court of Andhra Pradesh at Amaravati. In the said writ petition, the Division Bench of the High Court has passed the following order on 16-12-2021³: (*P.V.L.N. Murthy Yadav case*³, SCC OnLine AP para 4) e

“4. In the meanwhile, the construction activities and other allied activities in relation to the subject project, if any undertaken, shall be strictly in accordance with the permission accorded by the Ministry of Environment, Forest and Climate Change, as well as the existing Master Plan.” f

5. It appears that the aforesaid writ petition before the High Court was filed on 8-12-2021. However, a letter addressed by the respondent was sent on 31-10-2021 to the learned NGT. The respondent is a sitting Member of Parliament from one of the constituencies in the State of Andhra Pradesh. The learned NGT, after taking cognizance of the said letter, initiated the proceedings in *Raghu Ramakrishna RajuKanumuru v. State of A.P.*¹ It further appears from the record that the learned NGT had appointed an Experts Committee on 17-12-2021 which submitted its Report on 29-3-2022. A perusal of the g

1 2022 SCC OnLine NGT 151

2 2022 SCC OnLine NGT 144

3 *P.V.L.N. Murthy Yadav v. A.P. Tourism Development Corpn. Ltd.*, 2021 SCC OnLine AP 4442 h

STATE OF A.P. v. RAGHU RAMAKRISHNA RAJU KANUMURU (*B.R. Gavai, J.*) 159

said report would reveal that the said Experts Committee consisting of four experts did not find any violation in the construction that was carried out by the appellant.

a 6. However, the learned NGT again, vide its order dated 6-5-2022¹, appointed a 2nd Experts Committee. The report of the said 2nd Experts Committee is still awaited. However, without waiting for the said report, by the same order, the learned NGT directed that no further construction to be undertaken.

b 7. It appears that after the order dated 6-5-2022¹ was passed by the learned NGT, the appellant filed an application for vacating stay on construction as directed in the said interim order dated 6-5-2022¹ passed by the learned NGT. However, the same was also rejected by the learned NGT vide its order dated 20-5-2022². Both these orders are impugned in the present appeals.

c 8. Dr Abhishek Manu Singhvi, learned Senior Counsel appearing on behalf of the appellant, submitted that when the High Court of competent jurisdiction was already in seisin of the matter, the learned NGT could not have entertained a lis with regard to the same cause of action. He submitted that though this fact was brought to the notice of the learned NGT, the learned NGT refused to vacate the interim order dated 6-5-2022¹, which was in conflict with the order of the High Court dated 16-12-2021³.

d 9. Dr Singhvi submitted that NGT is a Tribunal, which is subordinate to the High Court insofar as the territorial jurisdiction of the High Court is concerned. He, therefore, submitted that the very continuation of the proceedings before the learned NGT is not sustainable in law.

e 10. Shri Balaji Srinivasan, learned counsel appearing on behalf of the respondent, on the contrary, submitted that the appellant has acted in gross breach of the order dated 16-12-2021³ passed by the High Court of Andhra Pradesh at Amravati. He submitted that the construction is rampantly going on in blatant violation of the order of the High Court. Contempt petition has already been filed before the High Court, wherein the High Court after taking cognizance of the blatant violation, issued notice on 4-5-2022.

f 11. This Court, in *Priya Gupta v. Ministry of Health & Family Welfare*⁴, has observed thus: (SCC pp. 414-15, para 12)

g “12. The government departments are no exception to the consequences of wilful disobedience of the orders of the Court. Violation of the orders of the Court would be its disobedience and would invite action in accordance with law. The orders passed by this Court are the law of the land in terms of Article 141 of the Constitution of India. No court or tribunal

h 1 *Raghu Ramakrishna Raju Kanumuru v. State of A.P.*, 2022 SCC OnLine NGT 151

2 *Raghu Ramakrishna Raju Kanumuru v. State of A.P.*, 2022 SCC OnLine NGT 144

3 *P.V.L.N. Murthy Yadav v. A.P. Tourism Development Corpn. Ltd.*, 2021 SCC OnLine AP 4442

4 (2013) 11 SCC 404 : (2014) 1 SCC (Civ) 534 : 6 SCEC 194

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SUPREME COURT CASES

(2022) 8 SCC

and for that matter any other authority can ignore the law stated by this Court. Such obedience would also be conducive to their smooth working, otherwise there would be confusion in the administration of law and the respect for law would irretrievably suffer. There can be no hesitation in holding that the law declared by the higher court in the State is binding on authorities and tribunals under its superintendence and they cannot ignore it. This Court also expressed the view that it had become necessary to reiterate that disrespect to the constitutional ethos and breach of discipline have a grave impact on the credibility of judicial institution and encourages chance litigation. It must be remembered that predictability and certainty are important hallmarks of judicial jurisprudence developed in this country, as discipline is sine qua non for effective and efficient functioning of the judicial system. If the courts command others to act in accordance with the provisions of the Constitution and to abide by the rule of law, it is not possible to countenance violation of the constitutional principle by those who are required to lay down the law. (Ref. *East India Commercial Co. Ltd. v. Collector of Customs*⁵ and *Official Liquidator v. Dayanand*⁶.)”

12. In any case, no law is necessary to state that insofar as the tribunals are concerned, they would be subordinate to the High Court insofar as the territorial jurisdiction of the High Court is concerned. A reference in this respect was also made to the judgment of the Constitution Bench of this Court in *L. Chandra Kumar v. Union of India*⁷.

13. We are, therefore, of the considered view that it was not appropriate on the part of the learned NGT to have continued with the proceedings before it, specifically, when it was pointed that the High Court was also in seisin of the matter and had passed an interim order permitting the construction. The conflicting orders passed by the learned NGT and the High Court would lead to an anomalous situation, where the authorities would be faced with a difficulty as to which order they are required to follow. There can be no manner of doubt that in such a situation, it is the orders passed by the constitutional courts, which would be prevailing over the orders passed by the statutory tribunals.

14. In that view of the matter, we are of the considered view that the continuation of the proceedings before the learned NGT for the same cause of action, which is seized with the High Court, would not be in the interest of justice.

15. We, therefore, quash and set aside the proceedings pending before the learned NGT in *Raghu Ramakrishna Raju Kanumuru v. State of A.P.*¹

5 AIR 1962 SC 1893

6 (2008) 10 SCC 1 : (2009) 1 SCC (L&S) 943

7 (1995) 1 SCC 400 : 1995 SCC (L&S) 321

1 2022 SCC OnLine NGT 151

STATE OF A.P. v. RAGHU RAMAKRISHNA RAJU KANUMURU (*B.R. Gavai, J.*) 161

a 16. We further find that taking into consideration the serious allegations made by the respondent, it will be appropriate that all these facts are placed before the High Court and the High Court considers passing appropriate orders in accordance with law so as to strike a balance between the development and the environmental issues.

b 17. Needless to state that though development is necessary for economical progress of the nation, it is equally necessary to safeguard the environment so as to preserve pollution free environment and ecology for the future generations to come.

18. We, therefore, find that it will be appropriate that the parties move the High Court for appropriate orders. The respondent would be at liberty to file an application for impleadment before the High Court in the pending proceedings, which would be considered by the High Court in accordance with law.

c 19. Though, the High Court has permitted construction to proceed in accordance with law, we find that till the High Court takes a fresh call on the said issue, it will be necessary to issue the following direction:

d (a) Until the High Court considers the issue, the construction will be permitted only on the area where the construction existed earlier and which has been demolished and the flat area.

20. Dr Singhvi, learned Senior Counsel appearing on behalf of the State, on instructions from Shri Mahfooz Ahsan Nazki, stated that the appellant would not claim any equities on account of the construction, which is permitted to be proceeded further.

e 21. We further clarify that we have not expressed any opinion on the merits of the matter and the parties would be at liberty to raise all the issues available to them before the High Court which shall be considered in accordance with law. Since the learned NGT has already constituted an Experts Committee, the High Court would be at liberty to take into consideration the report of the said Experts Committee or if it finds appropriate may appoint other Committee as it deems fit.

f 22. The appeals stand disposed of in the above terms. Pending application(s), if any, shall also stand disposed of.

g

h

Item No. 02

Court No. 1

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

Original Application No. 791/2023

In re: News item appearing in The Times of India dated 12.12.2023 titled **“Durgam Cheruvu chokes on sewage, will Hyderabad rescue its iconic lake?”**

Date of hearing: 12.01.2024

**CORAM: HON'BLE MR. JUSTICE PRAKASH SHRIVASTAVA, CHAIRPERSON
HON'BLE DR. A. SENTHIL VEL, EXPERT MEMBER**

Respondent: Mr. Dhananjay Baijal, Adv. for Telangana SPCB

ORDER

1. This original application was registered in *suo motu* exercise of power on the basis of the news item titled **“Durgam Cheruvu chokes on sewage, will Hyderabad rescue its iconic lake?”** appearing in ‘The Times of India’ dated 12.12.2023. The said news item discloses that hundreds of fish were found floating on lake’s surface, gasping for air and it had happened because of water pollution.

2. Learned Counsel appearing for the Telangana State Pollution Control Board (TSPCB) has pointed out that the High Court of Telangana at Hyderabad has already taken up the matter on the basis of the news item in question in *Suo Motu W.P. (PIL) No. 10/2023* in the matter of *News item published in the Times of India English daily Newspaper Hyderabad City Edition dated 12.12.2023 under the caption “Durgam Cheruvu chokes on sewage, will Hyderabad rescue its iconic lake?” vs. State of Telangana & Ors.* He has also produced a copy of the order dated 22.12.2023 passed by the High Court in the said Writ Petition.



True copy

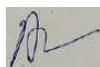
3. Since the High Court has already taken up the matter in *suo motu* exercise of power on the basis of same news item, therefore, to avoid the parallel proceedings, we do not intend to proceed further in the present OA.

4. The OA is accordingly disposed of.

Prakash Shrivastava, CP

Dr. A. Senthil Vel, EM

January 12, 2024
Original Application No. 791/2023
DV



Item No. 03

Court No. 1

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

Original Application No. 696/2023

In re: News item appearing in Vajiramias dated 28.10.2023 titled **“Key Facts about Musi River”**

Date of hearing: 24.11.2023

**CORAM: HON’BLE MR. JUSTICE PRAKASH SHRIVASTAVA, CHAIRPERSON
HON’BLE DR. A. SENTHIL VEL, EXPERT MEMBER**

Respondent: Mr. Dhananjay Baijal, Adv. for Telangana SPCB
Ms. Suman Arora, Adv. for CPCB

ORDER

1. This OA is registered in *suo motu* exercise of power on the basis of the news item published in Vajiramias dated 28.10.2023 titled **“Key Facts about Musi River”**.

2. As per the news item report, due to random urbanization and lack of planning, the river has become a holder of all the unprocessed domestic and industrial waste drained out of Hyderabad.

3. Learned Counsel appearing for the Telangana State Pollution Control Board has informed that on the same issue, W.P. (PIL) No. 27/2016 and WP (PIL MP) No. 53/2016 are pending before the High Court of Telangana at Hyderabad and the High Court is duly considering the said issue. We have also perused copies of the orders of the High Court dated 20.04.2022 and 24.08.2022 in W.P. (PIL) No. 27/2016 and WP (PIL) No. 58/2021.



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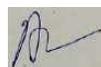
4. In view of the fact that the matter is already under consideration before the High Court of Telangana, we do not deem it proper to take any further action in this OA.

5. The OA is accordingly disposed of.

Prakash Shrivastava, CP

Dr. A. Senthil Vel, EM

November 24, 2023
Original Application No. 696/2023
DV



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S U P R E M E C O U R T O F I N D I A
R E C O R D O F P R O C E E D I N G S

Petition(s) for Special Leave to Appeal (C) No(s). 20761/2018

(Arising out of impugned final judgment and order dated 11-06-2018 in WP/IL No. 116/2015 passed by the High Court Of Uttarakhand At Nainital)

STATE OF UTTARAKHAND & ORS.

Petitioner(s)

VERSUS

HIMADRI JAN KALYAN SANSTHAN & ORS.

Respondent(s)

(FOR I.R. and IA No.107581/2018-EXEMPTION FROM FILING C/C OF THE IMPUGNED JUDGMENT)

WITH

DIARY NO. 28091/2018

(Exemption from filing c/c of the impugned judgment, permission to file SLP and permission to file additional documents)

DIARY NO. 28088/2018

(Permission to the file SLP and permission to file additional documents)

Date : 10-08-2018 These petitions were called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE MADAN B. LOKUR
HON'BLE MR. JUSTICE S. ABDUL NAZEER
HON'BLE MR. JUSTICE DEEPAK GUPTA

For Petitioner(s)

Mr. Tushar Mehta, ASG
Mr. Abhishek Atrey, AOR
Ms. Leena Saxena, Adv.Ms. Pinky Anand, ASG
Mr. Sumit Teterwal, Adv.
Ms. Tanisha Samanta, Adv.
Mr. Puneet Taneja, Adv.
Ms. Laxmi Kumari, Adv.

For Respondent(s)

UPON hearing the counsel the Court made the following

O R D E R

Exemption from filing c/c of the impugned judgment is granted.

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Permission to file SLP in D.Nos. 28091/2018 and 28088/2018 is granted.

Learned counsel for the petitioner should file an affidavit giving an indication of the identification of muck disposal sites along with photographs.

Issue notice returnable in three weeks.

In the meanwhile, there will be a stay of Direction A.

(MEENAKSHI KOHLI)
COURT MASTER

(KAILASH CHANDER)
COURT MASTER

2 

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सत्यमेव जयते

INDIA NON JUDICIAL

Government of Uttarakhand

e-Stamp

दीवान सिंह
हयम सिंह
हयम सिंह
हयम सिंह (पिथौरागढ़)



B.S. Bohra

Notary Public

Tahsil Gangolihat

Distt. Pithoragarh (Uttarakhand)

Certificate No.	IN410637689178999720
Certificate Issue Date	12/07/2018 11:43:20
Account Reference	NONJAGG-ESV 00124E094 PITHORAGARH
Unique Doc. Reference	ESBIN-DIKUX1549904406950121E
Purchased by	DIWAN SINGH SO LIVED SINGH BANKOT PITHORAGARH
Description of Document	Article 5 Agreement or Memorandum of an agreement
Property Description	NA
Consideration Price (Rs.)	0
First Party	DIWAN SINGH SO LIVED SINGH BANKOT PITHORAGARH
Second Party	KHUTAM POWER COMPANY PVT LTD BANKOT PITHORAGARH
Stamp Duty Paid By	DIWAN SINGH SO LIVED SINGH BANKOT PITHORAGARH
Stamp Duty Amount (Rs.)	00 (Zero Hundred only)



Sworn & affirmed to the Deponent by
Sr. *Diwan Singh So Lived Singh*
R/o. *Bankot* The *Deponent*
Dated *12/07/2018* Have Explain the
Whole content of the *Agreement* to the
Deponent. He has Signed & Put his
Date/Time: *12/07/2018 11:43:20*
City/State: *BNG. GOV.*



विक्रय-इकरारनामा

(कब्जा हस्तान्तरित नहीं हो)

यह विक्रय-इकरारनामा आज दिनांक 26/07/18 को दीवान सिंह उय 48 वर्ष पुत्र श्री उमद सिंह निवासी ग्राम बनकोट तहसील गण्डी गंगोली जिला पिथौरागढ़ जिसे आगे विक्रेता कहा गया है एंव जो विक्रय इकरारनामे का प्रथम पक्षकार है।

एंव

खुटानी पावर कम्पनी प्राइवेट लिमिटेड प्लॉट नम्बर 49 चतुर्थ मन्जिल, सेक्टर 44 गुरुग्राम हरियाणा 122001

[Signature]

[Signature]

[Signature]
True copy

जिसे आगे क्रेता कहा गया है एवं जो इस विक्रय इकरारनामे का द्वितीय पक्षकार है के मध्य निष्पादित किया गया है।

चूंकि प्रथम पक्ष का कृषि भूमि खाता सं० 16 मध्य जो मौहल्ला / वार्ड भानमती तहसील गणाई जिला पिथौरागढ़ में स्थित है जिसकी सीमाएं एवं क्षेत्रफल निम्न प्रकार है।

दिशा	भुजा का माप	पड़ोस
पूर्व		
पश्चिम	0.00511 X 3 = 0.01533 हे०	
उत्तर		
दक्षिण		
क्षेत्रफल (वर्ग मीटर)	153.3 वर्ग मीटर	
निर्माण का क्षेत्रफल (यदि कोई हो)	नहीं	

उक्त भूमि का स्वामित्व प्रथम पक्षकार विक्रेता का है, प्रथम पक्षकार उक्त भूमि को विक्रय करना चाहता है, उक्त भूमि को विक्रय करने का प्रथम पक्ष को पूर्ण अधिकार है प्रथम पक्ष ने इससे पूर्व भूमि को किसी अन्य को विक्रय, दान, बन्धक या अन्य प्रकार से हस्तान्तरित नहीं किया है। तथा उक्त भूमि पर प्रथम पक्ष ही काबिज है तथा निरन्तर उसके स्वामित्व में है। उक्त भूमि पर कोई ऋण कर एवं अन्य प्रभार बकाया नहीं है और न ही किसी अदालती कार्यवाही में उक्त भूमि विवादास्पद है। उक्त भूमि स्वत्व की दृष्टि हर तरह से पाक एवं साफ है जिसका एक मात्र सवामी प्रथम पक्ष है।

प्रथम पक्ष तयशुदा धनराशि रुपये 15,00,000 / (पन्द्रह लाख) रुपये प्रति हेक्टेयर के हिसाब से कुल $0.00511 \times 3 = 0.01533$ हे० भूमि का मूल्य 22995 / (बाइस हजार नौ सौ पचानवे) रुपये का 20 प्रतिशत 4599 / (चार हजार पाँच सौ निन्यानवे) रुपये का बैंक सं० 322286 बैंक शाखा भारतीय स्टेट बैंक गणाई गंगोली के माध्यम से प्राप्त कर लिया है, शेष धनराशि उत्तराखण्ड शासन से भूमि क्रय करने की अनुमति मिलने के उपरान्त कम्पनी द्वारा भूमि के बयानामे के समय दिया जायेगा।



अतएव यह विक्रय-इकरारनामा साह्यांकित करता है :

यह कि उक्त विक्रेता प्रथम पक्ष ने क्रेता द्वितीय पक्ष से भूमि के प्रतिफल की राशि रुपये 22995 / (बाइस हजार नौ सौ पचानवे) रुपये में विक्रय करने का करार किया है जिसे द्वितीय पक्ष ने स्वीकार कर लिया है। उक्त करार के पेटे प्रथम पक्ष ने द्वितीय पक्ष से रुपये 4599 / (चार हजार पाँच सौ निन्यानवे) पेशगी प्राप्त कर लिया है तथा शेष राशि विक्रय पत्र निष्पादित करने पर लिये जाने का करार करते हैं।

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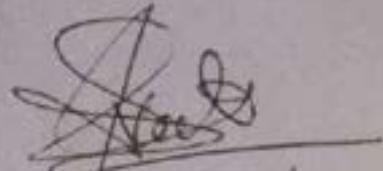
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2. यह कि शेष राशि के भुगतान पर द्वितीय पक्ष विक्रय पत्र निष्पादित करवाकर सम्पत्ति का कब्जा प्राप्त करने का अधिकार होगा। जिसमें धूक करने पर प्रथम पक्ष क्षति पूर्ति के लिये दायी होगा।
3. यह कि विक्रय पत्र के निष्पादन पर पंजीयन व्यय द्वितीय पक्ष द्वारा वहन किया जायेगा।

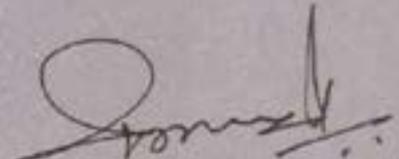
अतएव उपरोक्त शर्तों के साक्ष्य स्वरूप दोनों पक्षकारों ने बिना किसी दबाव के तथा अपने पूर्ण होशहवाश में निम्नलिखित दो गवाहों के समक्ष हस्ताक्षर किये हैं।

साक्षीगण

1. हस्ताक्षर साक्षी नरेश सिंह
नाम नरेश सिंह
पता खुतनी


हस्ताक्षर प्रथम पक्ष विक्रेता

2. हस्ताक्षर साक्षी D.S. Bisht
नाम D.S. Bisht
पता Khutani Power
Company Pvt. Ltd.


हस्ताक्षर द्वितीय पक्ष क्रेता

ATTESTED

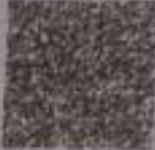
B.S. Bisht
Advocate
Notary Public
Tehsil Gangolihal
Dist. Pithoragarh (Uttarakhand)



भारत सरकार
Government of India



डीवान सिंह
Diwan Singh
जन्म तिथि / DOB : 01/10/1970
पुरुष / Male



~~XXXXXXXXXXXX~~

मेरा आधार, मेरी पहचान

[Handwritten signature]

भारत सरकार
Unique Identification Authority of India



पता
आसमन: इमेल सिंह, बरकोट, पो 30
बरकोट, बरकोट, पंचरगढ़, बरकोट,
उत्तराखण्ड, 262532

Address
S/O: Imad Singh, bankot, p.o.
bankot, Bankot, Panoragarh,
Bankote, Uttarakhand, 262532

~~XXXXXXXXXXXX~~

128  

www.uidai.gov.in

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True copy



भारतीय स्टेट बैंक
State Bank Of India

(9958) - GANAI GANGOLPHAT
GANAI GANGOLI BLOCK GANGOLPHAT PITHORAGARH
UTTARAKHAND 262532
Tel: 5964-240433 Fax: 240488 IFI Code : SBIN0006953

20062018
O U R C U R R E N C Y

PAY Diwan Singh

श्री वा उनके आदेश पर OR ORDER

₹ RUPEES Four thousand five hundred Ninety Nine only

अथवा ₹ 4599/2

37295644218

VALID UPTO ₹ 50 LACS AT NON-HOME BRANCH

CURRENT A/C

PREFIX:
0523500002

KHUTANI POWER COMPANY PRIVATE LIMITED

MULTICITY CHEQUE Payable at Par at All Branches of SBI

पुस्तक संख्या

⑈ 3 2 2 2 3 6 ⑈ 2 6 2 0 0 2 0 2 8 ⑈ 0 0 0 0 5 2 ⑈ 2 9

Diwan Singh

29/6/2018

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Sale agreement**(Possession is not transferred)**

This sale agreement is executed today on dated 20/06/18, by and between Diwan Singh, age 48 years, son of Shri Umed Singh, resident of village Bankot tehsil Ganai Gangoli district Pithoragarh, who will be hereinafter referred to as the Vendor and who is the first party to the sale agreement.

And

Khutani Power Company Private Limited Plot No. 49 4th Floor, Sector 44 Gurugram Haryana 122001 who will be hereinafter referred to as the Vendee and who is the second party to this Sale Agreement.

Since the agricultural land of the first party is situated in KhataNo. 16 Central Mohalla/Ward



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Bhanmati Tehsil Ganai District Pithoragarh, whose boundaries and area are as follows.

Direction	Arm measurement	Neighborhood
East		
West	0.00511 =0.01533	X3
North		
South		
Area (square meter)	153.3 meters	square
Area of construction (if any)	of No	

The ownership of the said land is of the first party Vendor, the first party wants to sell the said land, The first party has full right to sell the said land and the first party has not previously transferred the land to anyone else by way of sale,



True copy

gift, mortgage or otherwise and the first party is in possession of the said land and is in its continuous ownership. There is no debt, tax or other charges outstanding on the said land nor is the said land in dispute in any court proceeding. The said land is pure and clean in every way point of view of title and the sole owner is the first party.

First Party had received the Fixed amount of Rs 15,00,000/ (Fifteen Lakhs) per hectare, total land value of $0.00511 \times 3 = 0.01533$ hectare, 20 percent of Rs 22995/(Twenty-two thousand nine hundred ninety-five) i.e. Rs 4599/ (Four Thousand Five Hundred Ninety Nine) through cheque No 322236 in favour of bank branch State Bank of India Ganai Gangoli. The remaining amount will be given by the company at the time of deed of land after getting permission to purchase the land from the Uttarakhand government.



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Therefore, this sale agreement witnesses that:

1. That the said Vendor first party has made an agreement with the Vendee second party to sell the land for a consideration amount of Rs 22995 (Twenty-Two Thousand Nine Hundred Ninety-Five) which has been accepted by the second party. Under the said agreement, the first party has received an advance of Rs 4599 (Four Thousand Five Hundred Ninety-Nine) from the second party and agrees to take the remaining amount on execution of the sale deed.
2. That on payment of the remaining amount, the second party will have the right to get possession of the property by getting the sale deed executed. In case of default, the first party will be liable to compensate the damages.



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3. That the registration expenses on execution of the sale deed will be borne by the second party.

Therefore, in witness of the above conditions, both the parties have signed without any pressure and in their full senses in the presence of the following two witnesses.

Witnesses		Signature in English
1.	Signature Witness	Illegible
	Narendra Singh	Signature First Party
	Name Narendra Singh	Vendor
	Address illegible	
	Signature in English	Signature in English
	Illegible	Illegible
2.	Signature witness	Signature Second Party
	Name DS Bisht	Vendee
	Address Khutani Power	
	Company Pvt	



True copy

Signature in English Illegible

ATTESTED

B.S. Advocate

Notary Public

Tehsil Illegible

Pithoragarh (Uttarakhand)



True copy

ANNEXURE R-11

To

Hon'ble Chief Minister

Govt. of Uttarakhand, Dehradun

Subject –For punishing the culprits after thorough enquiry of acquisition of land with false and fake revenue record, hatching conspiracy by a hydropower project company at village Sirsoli, Tehsil Ganai, Distt. Pithoragarh near Saryu River, and violating the norms of disaster management for disposal of debris.

Sir,

The applicant is the land owner of Seraghat area. Khutani Power Company, which is constructing a hydropower project, illegally disposing off the debris near the river due to which there is a fear of changing the flow of the river which can cause damage to buildings and land. The approval of the project has been taken by the company on the basis of forged records and enquiry reports. The company, in connivance with the local administration, is not only harming the interests of the local people but also making light of the law and order situation which is as follows:

1. The tunnel which is being made by the company, debris of it is being poured in the river. At day time, it is kept on the bank of the river and at night, it is drained out in the river. So far, thousands of tonnes of debris have been washed away into the river. In the project report of the company, the site which is



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shown for disposal of debris (dumping) is adjacent to the river which is against law. According to the rules of the Ministry of Environment, Government of India and the instructions given by the Uttarakhand High Court in this regard, the debris disposal site should be at a distance of 500 meter from the river bank. At the place where debris is being kept by the company, the debris of Adit -1 is being thrown in the bank of the river and debris of Adit 02 is kept 30 meters away from the river bank. Local people say that debris is being dumped in their fields without intimating them.

2. The company has taken approval on the basis of false records and revenue reports. It has been stated in the enquiry report that there is no temple, mosque, cremation ground or public land which comes in the project area while the crematorium, Shivalaya temple, Masan Devta temple and Jhulla bridge are coming up in the submergence area. The company has fraudulently misrepresented the facts.
3. The company neither took the NOC from the landowners of submerged area nor obtained NOC from the Scheduled Caste landowners whose land/houses are coming on road and within the project. The company is functioning like goons. Any person or representative who raises an objection, gets implicated in false case(s).
4. The company has illegally made a road by cutting the land of Van Panchayat of village Batgeri and Sirsoli. The forest land received by the company on lease is of Village Bhanmati. The Van Panchayat's land of village Sirsoli and Batgeri on which



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road has been constructed, intimation of it has neither been given to the Govt. nor the concerned Van Panchyat.

5. Dhurapath Drinking Water Scheme is being damaged due to the formation hydropower project, because drinking water scheme is between the submergence area and the project site, and on starting the project, water will be stopped for drinking water scheme due to which population of 25,000 under 13 village panchayats will be affected. Consequently, the drinking water scheme on which crores of rupees have been spent, will get stopped. In this regard, neither Govt. concurrence has been taken nor has the Govt. been intimated. If this drinking water scheme is shut, then why Govt. is wasting crores of rupees? Investigation of the same is necessary.

Therefore, it is requested that after thorough investigation of the above, culprits should be punished, the company should be allowed to work only after fulfilling the rules and norms.

Date-

Applicant,

Sd/

Vikram Singh

R/o Anand Enclave
Devalchod

Bandobasti, Rampur Road, Haldwani

District Nainital Mob. 9758070880



True copy

सेवा में,

श्रीमान तहसीलदार महोदय,

गुणाई गंगोली,

विषय - सीएम हेल्पलाइन शिकायत क्रमांक 262309 दिनांक

01/12/2021 के संबंध में,

महोदय,

उपरोक्त शिकायत के संबंध में मौके पर जाकर जांच की गई जांच

रिपोर्ट बिंदुवार निम्न प्रकार है,

1 - खुटानी हाइड्रो पावर कंपनी द्वारा टनल निर्माण का कार्य किया जा रहा है करने वाला मलवा कंपनी द्वारा मग डंपिंग में निस्तारित किया जा रहा है मग डंपिंग से नदी की ओर नदी से पहले इस था लोगों के खेत में जो मलबे से वर्तमान तक अछूते हैं जिस कारण मलवा में डाले जाने का कोई प्रमाण नहीं है (मग डंपिंग स्थल का फोटोग्राफ संलग्न है स्थानीय लोगों की ना भूमि में स्थित है कंपनी द्वारा मासिक किराए के आधार पर स्थानीय लोगों के साथ अनुबंध किया गया

2- मुझे पीलिया से लगभग 300 मीटर की दूरी पर मंदिर, श्मशान घाट तथा झूला पुल स्थित है भारतीय प्रौद्योगिकी संस्थान रुड़की के तकनीकी



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विशेषज्ञ द्वारा मंदिर की ऊंचाई के आधार पर अनुसार मंदिर के प्रभावित होने की आशंका ना होना अवगत कराया गया है कंपनी द्वारा उक्त संबंध में विशेषज्ञ तकनीकी ऊर्जा सेल उत्तराखंड शासन देहरादून को प्रेषित पत्र प्रस्तुत किया गया है जो कि संलग्न है

3- कंपनी द्वारा सड़क निर्माण एवं प्रोजेक्ट के लिए अनापत्ति प्राप्त की गई है स्थानीय लोगों की सहमति से ही कंपनी द्वारा सड़क कटिंग का कार्य किया गया है कंपनी द्वारा स्थानीय लोगों एवं ग्राम प्रधान से ली गई अनापत्ति प्रस्तुत की गई है जो संलग्न है

4- पर्यावरण वन एवं जलवायु परिवर्तन मंत्रालय भारत सरकार द्वारा खुटानी लघु उद्योग विद्युत परियोजना के निर्माण हेतु 3.52 हेक्टेयर वन भूमि खुटानी पावर कंपनी प्राइवेट लिमिटेड को 40 वर्षों के लिए लीज पर दिए जाने हेतु स्वीकृत प्रदान की गई है प्रति संलग्न है

5- भारतीय प्रौद्योगिकी संस्थान रुड़की की संतुष्टि एवं उत्तराखंड शासन के दिशा निर्देश अनुसार नदी में वर्ष भर 15% जल स्तर रखे जाने जिससे दुराफ्ट पेयजल योजना का प्रभावित ना होना अवगत कराया गया है उक्त संबंध में खुटानी पावर कंपनी प्राइवेट लिमिटेड द्वारा विशेषज्ञ ऊर्जा तकनीकी ऊर्जा सेल उत्तराखंड शासन देहरादून को प्रेषित पत्र संलग्न है अतः जांच रिपोर्ट सेवा में सादर प्रेषित है

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राजस्व उपनिरीक्षक

क्षेत्र बनकोट

तहसील गुणाई गंगोली

जनपद पिथौरागढ़



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To,

The Tehsildar,

Gunai Gangoli,

Subject: With respect to complaint no. 262309 dated 01.12.2021 made on CM Helpline.

Sir,

Based on the aforesaid complaint, an on-spot inspection was done and the report is as follows:

1. Khutani Hydro Power Company is doing tunnel construction. Muck coming out of the tunnel is being disposed of by the company in muck dumping. There are farms of the local people and at present, they are not being affected by muck dumping, due to which there is no evidence of debris going to the river (A photograph of muck dumping site is attached). Muck dumping area is situated upon the land of the local villagers and the company has made agreements of monthly rental with the villagers.
2. At a distance of 300m from the project area, a temple, cremation ground and Jhula Pul is situated. Technical experts of Indian Institute of Technology, Roorkee after considering the height of the temple have suggested that there is no possibility of the Masan temple getting affected. The letter sent by the company to the Technical Urja Cell, Uttarakhand Government, was also presented. (Report is attached).



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3. The company has taken no objection for construction of road and project and only after the consent of local people was the road constructed. Further, the no-objection taken from the Gram Pradhan and local people was presented (attached).
4. Ministry of Environment, Forest and Climate Change, Government of India has approved giving 3.52 hectares of forest land on lease for 40 years to Khutani Power Company Private Limited for the construction of Khutani Small Hydro Electric Project (copy is attached).
5. According to the satisfaction of the Indian Institute of Technology, Roorkee and the guidelines of the Government of Uttarakhand for keeping the water level of 15% in the river throughout the year, it has been informed that the Dhurpat Drinking Water Scheme does not get affected and a letter to the said effect sent by Khutani Power Company Pvt. Ltd to Urja Cell, Uttarakhand Government is attached.

Hence, Investigation report is presented.

S/d

Revenue Inspector

Area – Bankot

, Tehsil – Gunai Gangoli

District – Pithoragarh



True copy



शिकायत की स्थिति

05 Feb 2022	शिकायत को नोट करनेकेटड स्तोत्र में परिवर्तित कर दिया गया है
05 Feb 2022	शिकायतकर्ता के द्वारा कोई प्रतिक्रिया नहीं की गई।...
03 Feb 2022	शिकायतकर्ता से संतुष्टि परिक्षण के लिए सम्पर्क किया गया, शिकायतकर्ता का नंबर नॉट रीचएबल है।...
01 Feb 2022	शिकायतकर्ता से संतुष्टि परिक्षण के लिए सम्पर्क किया गया, शिकायतकर्ता का नंबर स्विच ऑफ है।...
27 Jan 2022	शिकायतकर्ता से संतुष्टि परिक्षण के लिए सम्पर्क किया गया, शिकायतकर्ता का नंबर नॉट रीचएबल है।...
17 Jan 2022	शिकायतकर्ता से संतुष्टि परिक्षण के लिए सम्पर्क किया गया, शिकायतकर्ता का नंबर नॉट रीचएबल है।...
06 Jan 2022	शिकायतकर्ता से संतुष्टि परिक्षण के लिए सम्पर्क किया गया, शिकायतकर्ता का नंबर नॉट रीचएबल है।...
15 Dec 2021	शिकायतकर्ता से सहमति अथवा असहमति की पुष्टि शेष है
15 Dec 2021	शिकायत क्रमांक 262309 दिनांक - 01-12-2021 के सम्बन्ध में रा0उ0नि0 बनकोट से जांच करायी गयी जिसमें उनके द्वारा दर्ज शिकायत के सम्बन्ध में किन्दुवार रिपोर्ट निम्नवत है- १- खुटानी हाइड्रो पावर कम्पनी द्वारा टनल निर्माण का कार्य किया जा रहा है टनल से निकलने वाला मलुआ कम्पनी द्वारा मक डम्पिंग से निस्तारित किया जा रहा है जिससे नदी की ओर व नदी से पहले स्थानीय लोगों के छेत हैं जो मलुए से वर्तमान तक अछुते हैं जिस कारण मलुआ नदी में खाने जाने का कोई प्रमाण नहीं है २- भारतीय प्रौद्योगिकी संस्थान रूडकी के तकनीक विशेषज्ञों द्वारा मंदिर, शमशान घाट तथा झुला पुल के प्रभावित होने की आशंका न होना अवगत कराया गया है जिसकी प्रति संलग्न है ३- कम्पनी द्वारा सड़क निर्माण एवं प्रोजेक्ट के लिए स्थानीय लोगों की सहमति से अनापत्ति पत्र प्राप्त की गयी जिसकी प्रति संलग्न है ४- पर्यावरण वन एवं जलवायु परिवर्तन मंत्रालय भारत सरकार द्वारा कम्पनी के निर्माण हेतु ३.५२ है0 वन भूमि कम्पनी को ४० वर्षों के लिए लीज पर दीये जाने हेतु स्वीकृति प्रदान की गयी है जिसकी प्रति संलग्न है ५- भारतीय प्रौद्योगिकी संस्थान रूडकी की संसुति एवं उत्तराखण्ड शासन के दिशा निर्देशानुसार नदी में वर्ष भर १५ प्रतिशत जल संचय रखे जाने, जिससे धुरापाठ पेफजल योजना का प्रभावित न होना अवगत कराया गया है जिसकी प्रति संलग्न है
11 Dec 2021	शिकायत निराकरण हेतु (ऐस2) अधिकारी है
11 Dec 2021	शिकायतकर्ता की असंतुष्टि पर शिकायत उच्च लेवल अधिकारी को भेजी जा रहा है
11 Dec 2021	शिकायतकर्ता की असहमति के आधार पर शिकायत उच्च स्तर पर प्रेषित की जा रही है।
08 Dec 2021	शिकायतकर्ता से संतुष्टि परिक्षण के लिए सम्पर्क किया गया, शिकायतकर्ता का नंबर नॉट रीचएबल है।...
07 Dec 2021	शिकायतकर्ता से सहमति अथवा असहमति की पुष्टि शेष है
07 Dec 2021	शिकायत क्रमांक 262309 दिनांक - 01-12-2021 के सम्बन्ध में रा0उ0नि0 बनकोट से जांच करायी गयी जिसमें उनके द्वारा दर्ज शिकायत के सम्बन्ध में किन्दुवार रिपोर्ट निम्नवत है- १- खुटानी हाइड्रो पावर कम्पनी द्वारा टनल निर्माण का कार्य किया जा रहा है टनल से निकलने वाला मलुआ कम्पनी द्वारा मक डम्पिंग से निस्तारित किया जा रहा है जिससे नदी की ओर व नदी से पहले स्थानीय लोगों के छेत हैं जो मलुए से वर्तमान तक अछुते हैं जिस कारण मलुआ नदी में खाने जाने का कोई प्रमाण नहीं है २- भारतीय प्रौद्योगिकी संस्थान रूडकी के तकनीक विशेषज्ञों द्वारा मंदिर, शमशान घाट तथा झुला पुल के प्रभावित होने की आशंका न होना अवगत कराया गया है जिसकी प्रति संलग्न है ३- कम्पनी द्वारा सड़क निर्माण एवं प्रोजेक्ट के लिए स्थानीय लोगों की सहमति से अनापत्ति पत्र प्राप्त की गयी जिसकी प्रति संलग्न है ४- पर्यावरण वन एवं जलवायु परिवर्तन मंत्रालय भारत सरकार द्वारा कम्पनी के निर्माण हेतु ३.५२ है0 वन भूमि कम्पनी को ४० वर्षों के लिए लीज पर दीये जाने हेतु स्वीकृति प्रदान की गयी है जिसकी प्रति संलग्न है ५- भारतीय प्रौद्योगिकी संस्थान रूडकी की संसुति एवं उत्तराखण्ड शासन के दिशा निर्देशानुसार नदी में वर्ष भर १५ प्रतिशत जल संचय रखे जाने, जिससे धुरापाठ पेफजल योजना का प्रभावित न होना अवगत कराया गया है जिसकी प्रति संलग्न है
01 Dec 2021	शिकायत पर कार्यवाही हेतु (ऐस1) अधिकारी है
01 Dec 2021	शिकायत सीएम हेल्पलाइन पोर्टल पर शिकायतकर्ता द्वारा ऑनलाइन दर्ज की गयी है।

CM Helpline 1905

2/8/22, 4.43PM

Date	Status of complaint
05 Feb 2022	The complaint has been converted into a note connected clause.
05 Feb 2022	There was no response from the complainant
03 Feb 2022	Complainant contacted for satisfaction verification, Complainant's number not reachable
01 Feb 2022	Complainant contacted for satisfaction verification, Complainant's number is switched off
27 Jan 2022	Complainant contacted for satisfaction verification, Complainant's number not reachable
17 Jan 2022	Complainant contacted for satisfaction verification, Complainant's number not reachable
06 Jan 2022	Complainant contacted for satisfaction verification, Complainant's number not reachable
15 Dec 2021	Complainant's agreement and disagreement verification is pending
15 Dec 2021	On the basis of complaint no. 262309 dated 01.12.2021, investigation was conducted by Revenue Inspector, Bankot and the report is as follows - 1-Tunnel



True copy

	<p>construction is being done by Khutani Hydro Power Company. Muck coming out of the tunnel is being disposed of by the company in muck dumping. There are farms of the local people and at present they are not affected by the muck dumping due to which there is no evidence of debris going to the river (Photograph of muck dumping site is attached) 2 - Technical experts of Indian Institute of Technology, Roorkee have suggested that there is no possibility of the temple, cremation area and Jhula Pul being affected (report is attached) 3- The company has constructed road after taking no -objection letter from the local villagers (copy is attached) 4- Ministry of Environment, Forest and Climate Change, Government of India has given approval for giving 3.52 hectares of forest land on lease for 40 years to Khutani Power Company Private Limited for the construction of Khutani Small Hydro Electric Project (copy is attached). 5- According to the satisfaction of the Indian Institute of Technology, Roorkee and the guidelines of the Government of Uttarakhand for keeping the water level of 15% in the river throughout the year, it has been informed that the Dhurpat Drinking Water Scheme does not get affected (copy is attached)</p>
11 Dec 2021	There is an (L2) officer for redressal of grievance



True copy

11 Dec 2021	On the dissatisfaction of the complainant, the complaint is being sent to the higher level officer.
11 Dec 2021	Based on the disagreement of the complainant, the complaint is being forwarded to a Higher Level officer
08 Dec 2021	The complainant was contacted for satisfaction verification, the number of the complainant is not reachable.
07 Dec 2021	Complainant's agreement and disagreement verification is pending
07 Dec 2021	On the basis of complaint no. 262309 dated 01.12.2021, investigation was conducted by Revenue Inspector, Bankot and the report is as follows - 1-Tunnel construction is being done by Khutani Hydro Power Company. Muck coming out of the tunnel is being disposed of by the company in muck dumping. There are farms of the local people and at present, they are not affected by the muck dumping due to which there is no evidence of debris going to the river (Photograph of muck dumping site is attached) 2 - Technical experts of Indian Institute of Technology, Roorkee have suggested that there is no possibility of the temple, cremation area and Jhula Pul being affected (report is attached) 3- The company has constructed road after taking no -objection letter from the local villagers (copy is attached) 4- Ministry of Environment, Forest and Climate Change, Government of India has given approval for giving 3.52



True copy

	<p>hectares of forest land on lease for 40 years to Khutani Power Company Private Limited for the construction of Khutani Small Hydro Electric Project (copy is attached).</p> <p>5- According to the satisfaction of the Indian Institute of Technology, Roorkee and the guidelines of the Government of Uttarakhand, for keeping the water level of 15% in the river throughout the year, it has been informed that the Dhurpat Drinking Water Scheme does not get affected (copy is attached)</p>
01 Dec 2021	There is an (L1) officer for redressal of grievance
01 Dec 2021	The complaint was registered online on the CM Helpline Portal.



True copy

Ref No: PROJ/F-18/85

185

दिनांक 21/10/2020

सेवा में,

राजस्व उपनिरीक्षक,
पट्टी बनकोट,
तहसील गण्डई गंगोली।
जिला- पिथौरागढ़।

विषय:- खुटानी लघु जल विद्युत परियोजना के एडिट-1 के निर्माण कार्य में व्यवधान।

महोदय,

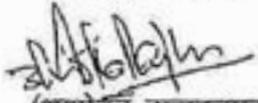
आपको अद्यत कराना है कि दीपक कुमार चन्दोला पुत्र श्री मथुराप्रसाद निवासी ग्राम सिरसोली तहसील गण्डई गंगोली, जिला पिथौरागढ़ के द्वारा दिनांक 20/10/2020 को रात्रि 11:30 बजे परियोजना के एडिट-1 में 10-15 व्यक्तियों के साथ आकर कार्य को रात में बन्द करा दिया। आज दिनांक 21/10/2020 समय 10:15 बजे परियोजना के एडिट-1 में आकर परियोजना के निर्माण कार्य को यह कहकर बन्द करवाया कि मेरी भूमि में कार्य नहीं होगा, जबकि राजस्व विभाग तथा उक्त भूमि के काश्तकारों के साथ दिनांक 20/10/2020 को संयुक्त निरीक्षण कर भूमि का सीमांकन कर दिया गया था। विकासकर्ता कम्पनी द्वारा परियोजना के लिए वन विभाग द्वारा हस्तान्तरित भूमि में कार्य किया जा रहा था परन्तु दीपक कुमार चन्दोला पीकलेण्ड मशीन के आगे बैठकर कार्य को नहीं करने दिया। (फोटोग्राफ संलग्न है) तथा परियोजना के एडिट-1 का निर्माण कार्य बन्द कर दिया।

दीपक कुमार चन्दोला द्वारा कार्य में व्यवधान डालने, उपकरणों में तोड़-फोड़ करने तथा कर्मचारियों के साथ मारपीट की आशंका है।

महोदय से प्रार्थना है कि कृपया प्रदेश के विकास में बाधक उक्त व्यक्ति के विरुद्ध उचित एवं अभिलम्ब कार्यवाही करें ताकि परियोजना का कार्य त्वरित गति से पूरा किया जा सके।

भवदीय,

वास्ते खुटानी पावर कम्पनी प्रा0 लि0



(अशोका राजकुमार)
परियोजना प्रबन्धक

Email: khutani_bep@gmail.com

KHUTANI POWER COMPANY PRIVATE LIMITED

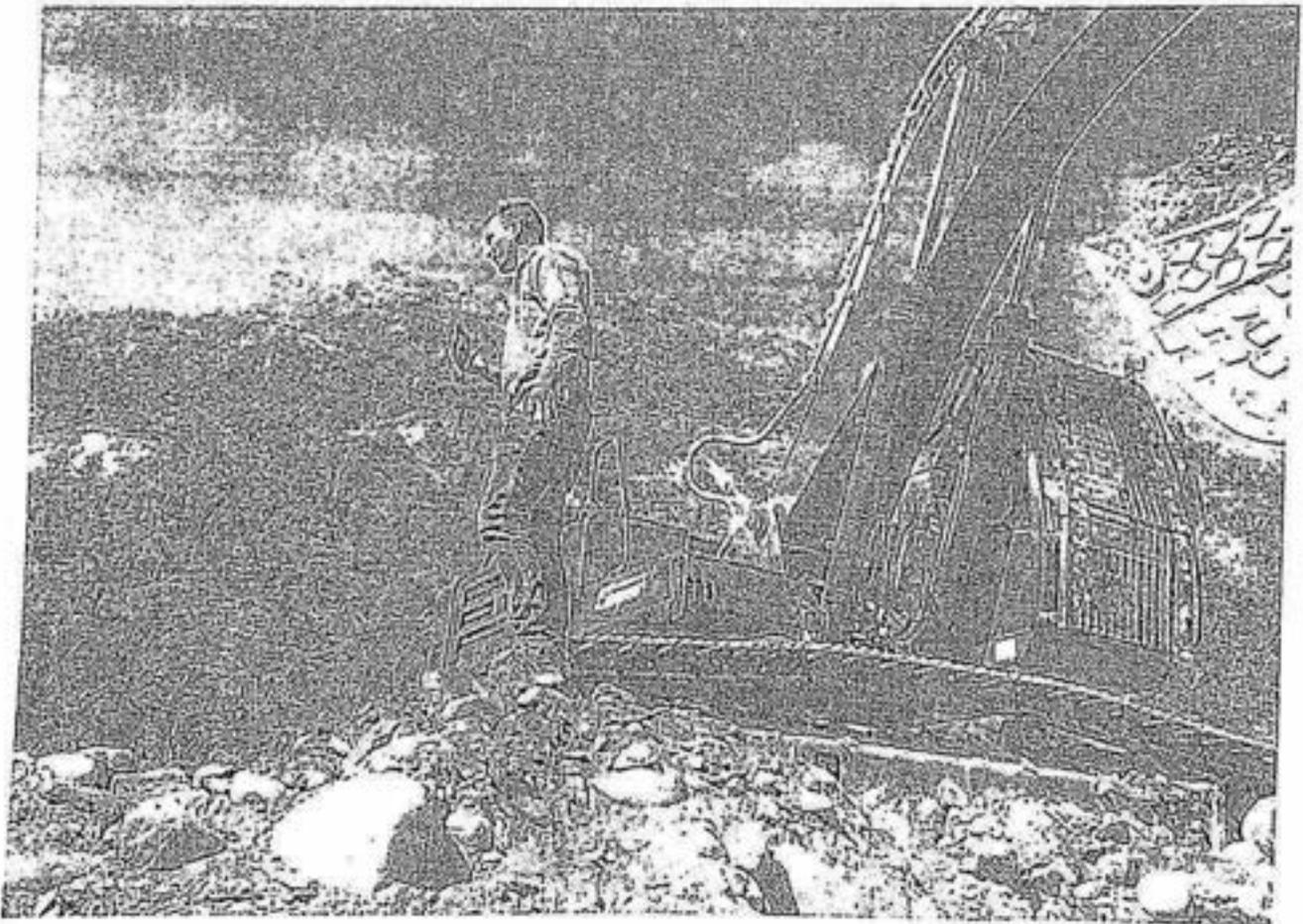
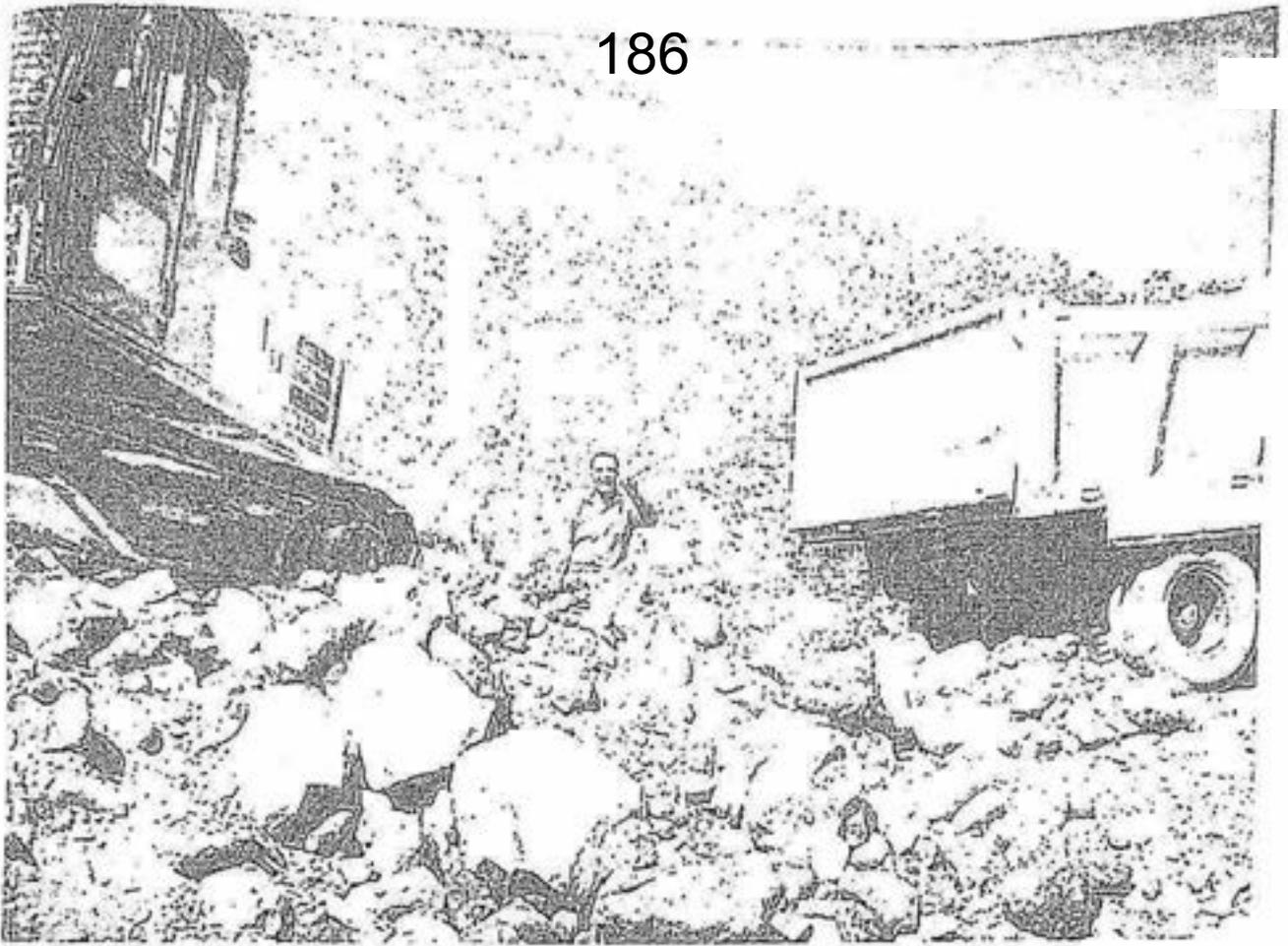
Corporate Office :
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Tel : 0124 - 2645151
Fax : 0124 - 2645128

CIN No. U40102DL2007PTC137580

Website : www.khutanipower.com
E-mail : info@khutanipower.com

Regd. Office :
720, Mahabir Prasad Block,
Asiad Village
New Delhi - 110049

True copy



KHUTANI POWER

Ref No : PROJ/F18/85

Dated : 21.10.2020

To

The Revenue Sub-Inspector

Patti Bankot

Tehsil Ganai Gangoli

Distt. Pithoragarh.

Sub: Obstruction in construction of Adit-1 of Khutani Small Hydropower Project.

Sir,

You are informed that Deepak Kumar Chandola S/o Shri Mathuraprasad R/o Village Sirsoli, Tehsil Ganai, Gangoli, District Pithoragarh on date 20.10.2020 at 6.30p.m, came with 10-15 persons at the Adit-1 of the project and stopped the work. Today, on date 21.10.2020 at 10.15p.m., he came to Adit-1 project and again stopped the work by saying that there will be no work done on my land while on date 20.10.2020, there was a meeting between the Revenue Deptt and landowner, and after joint investigation, demarcation of the land had been done. The developer company was doing project work on the land transferred by the Forest Department. However, Deepak Kumar Chandola sat before the Pokland Machine and did not allow us to do the



True copy

work (photograph enclosed) and stopped the project's construction work.

There has been the apprehension of assaulting of the employees, vandalizing of the equipment and obstruction of work by Deepak Kumar Chandola.

Sir, it is requested that you take immediate action against the person obstructing the state's development work so that the project's work can be completed quickly.

Sincerely,

For Khutani Power Company Pvt. Ltd.

Sd/-

(Ashoka Rajkumar)

Project Manager

Email: khutani.hep@gmail.com



True copy


KHUTANI POWER

Ref No: PROJ/P-18/87

दिनांक 20/10/2020

सेवा में

राजस्थान उग्रगिरीक्षक,
पट्टी नगकोट,
तहसील गणगाई गंगोली।
जिला- पिथौरागढ़।

विषयक:- कम्पनी व कर्मचारीगणों को षडयन्त्र में फसाये जाने की अग्रिम सूचना।

महोदय,

आपको अवगत किया जाता है कि हमें सूत्रों से पता चला है कि श्री दीपक कुमार चन्दोला पुत्र श्री नथुराप्रसाद आदि निवासी ग्राम सिरसोली के जो आये दिन कम्पनी के कार्य में बाधा डालते हैं तथा धमकी देते हैं। वो लोग कम्पनी के कर्मचारीगणों को मारपीट व किसी गम्भीर धारा में फसाने का षडयन्त्र रच रहे हैं।

अतः महोदय से निवेदन है कि हमारी अग्रिम सूचना को गम्भीरता से लेते हुये दर्ज की जाय, जिससे हमारी व कम्पनी को भविष्य में किसी तरह की गलत धारा व झूठे आरोपों से रक्षा हो सके। महोदय हम व हमारी कम्पनी किसी भी व्यक्ति व समुदाय के प्रति द्वेष भावना नहीं रखते हैं। हम ऊर्जा विभाग उत्तराखण्ड शासन के दिशा-निर्देशों के अनुसार खुटानी लघु जल विद्युत परियोजना बनाने आये हैं, और गाँव /समाज की विकास में सहयोग करने में हमेशा कम्पनी का योगदान रहा है।

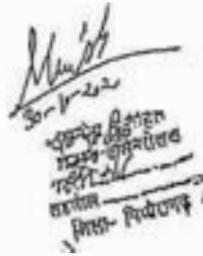
भवदीय,

वास्ते खुटानी पावर कम्पनी प्रा0 लि0



(अशोक राजकुमार)

परियोजना प्रबन्धक

Email: khutani.hcp@gmail.com


KHUTANI POWER COMPANY PRIVATE LIMITED

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Ashad Village
New Delhi - 110049



True copy

S

KHUTANI POWER

Ref No : PROJ/F18/87

Dated : 28.10.2020

To

The Revenue Sub-Inspector

Patti Bankot

Tehsil Ganai Gangoli

Distt. Pithoragarh.

Subject:- Advance notice with respect to implicating the company and its employees in a conspiracy.

Sir,

You are informed that we have come to know from our sources that Mr. Deepak Kumar Chandola S/ o Mr. Mathuraprasad, along with other residents of village Sirsoli, is repeatedly obstructing and threatening the work of the company. Those people are conspiring to implicate the company's employees in some serious act.

Therefore, you are requested to take our advance information seriously and register it so that the company and we can be protected from any wrongdoings and false allegations in future. Sir, our company and we do not have any enmity towards any person or community. We have come to build the Khutani Small Hydroelectric Project as per the guidelines of the Energy Department, Government of Uttarakhand, and



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the company will always cooperate in the development of the village/
society.

For Khutani Power Company Pvt. Ltd.

Sd/-

(Ashoka Rajkumar)

Project Manager

Email: khutani.hep@gmail.com



True copy

आज दिनांक 15.02.2021 समय 3:00 pm रिपोर्टर सुंदर सिंह पुत्र चंचल सिंह निवासी ग्राम रुदाली, तहसील रफलीगौर, जिला बागेश्वर एक लिखित तहरीर मेरे मुख्यालय में प्रस्तुत की है की है जिसकी नकल नकल अक्वल रिपोर्ट निम्न है

नकल अक्वल रिपोर्ट

सेवा में श्रीमान राजस्व उप निरीक्षक पट्टी बनकोट तहसील गुणाई गंगोली जिला पिथौरागढ़ मारपीट व लूट के संबंध में महोदय में सुन्दर सिंह पुत्र श्री चंचल सिंह खुटानी पॉवर कम्पनी प्राइवेट लिमिटेड में हेल्पर पद पर कार्यरत हूं। दिनांक 13-02-2021 समय 01:00 बजे मध्यान्ह भोजन हेतु जा रहा था तभी ग्राम सिरसोली में श्री दीपक कुमार पुत्र श्री मथुराप्रसाद एवं रघुवीर प्रसाद पुत्र राम लाल परियोजना सड़क पर मकान की दीवार लगा रहे थे। मुझे वहां देखकर बिना कारण गाली-गलौच करने लगे, इसी दौरान दीपक कुमार ने मेरी पीठ पर मुक्का व मुंह में थप्पड़ मारा और मेरा मोबाईल फोन छीन लिया तथा धमकी दी कि कम्पनी का कोई भी कर्मचारी इस रास्ते पर नहीं दिखाई देना चाहिए अन्यथा जान से मार दिये जाओगे तथा मेरा गला दबाकर यह धमकी दी गई कि यदि मेरे द्व रा मारपीट की शिकायत दर्ज कराने पर मुझे एस०सी०/एस०टी० एक्ट की धारा में फंसा दूंगा।



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महोदय से निवेदन है कि उक्त व्यक्तियों पर कड़ी कार्यवाही कर दंडित किया जाए तथा मुझे इस तरह की गलत धारा झूठे आरोपों से बचने की रक्षा की जाए हस्ताक्षर सुंदर सिंह पुत्र श्री चंचल सिंह निवासी ग्राम रुदाली, तहसील रफलीगौर, जिला बागेश्वर प्रतिलिपि: परियोजना प्रबंधक खुटानी पावर कंपनी प्राइवेट लिमिटेड

नकल रिपोर्ट तहरीर से की गई है कोई शब्द घटाया बढ़ाया नहीं गया है रिपोर्ट से मामला धारा 323,392,411,504,506 भा0दं०सं० पर पाया जाता है मामला अपठित पुलिस का होने के कारण अपराध A01/2021 में पंजीकृत कर विवेचना आरंभ की जाती है

एक प्रति प्राप्त की

राजस्व उप निरीक्षक

बनकोट चार्ज



True copy

TRANSLATED
ANNEXURE R-16

A written report by Sunder Singh s/o Chanchal Singh R/o Village Rudhani, Tehsil Raphligair Distt Bageshwar submitted to my office today on dated 15.02.2021 at 3.00 P.M. A copy of the report is as under:

COPY OF REPORT

To, The Revenue Sub. Inspector, Patti Bankot, Tehsil Ganai Gangoli, Distt- Pithoragarh. Sub: Regarding beating and looting, Sir, I Sunder Singh S/o Chanchal Singh has been working with Khutani Power Company Pvt. Ltd. as a helper. On date 13.02.2021 at 1.00 P.M. afternoon, I would have my meal. At that time at village Sirsoli, Sh. Deepak Kumar S/o Mathura Prasad and Raghubir Prasad S/o Ramlal were constructing a wall on project road. On having seen me at site, they started abusing me, meanwhile, Deepak punched me on the back and slapped me on the face and snatched my mobile. They threatened me that any employee of the company should not be seen there, otherwise they would be killed and threatened me by pressing my throat that if I file a complaint of assault, I will be implicated under the SC/ST Act. Therefore, it is requested that strict action should be taken against those persons and they should be punished. Also protect me in such a way that I do not get implicated under those sections and false allegations, applicant signature Sunder Singh S/o. Chanchal Singh, R/o Village Ruthani, Tehsil Kaphligair, Distt Bageshwar, Copy to : Project Manager, Khutani Power Co. Pvt. Ltd..



True copy

Copy has been made from the original complaint, and no word has been reduced and increased. The report shows that the matter is found under section 323,392/504,506 I.P.C. Due to the matter being of dastanttji police, the investigation is started today by registering complaint number 01/2021.

Sd/- 15.02.2021

Revenue -Sub Inspector

Vankot (Charge) Simlata

Received copy

Sunder Singh



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DATE OF SENTENCING ORDER, IF ANY	Simple imprisonment for six months each u/s 323,504,506 IPC and Rigorous imprisonment of 02 Years u/s 392 IPC and fine of Rs. 1000/-
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Accused Details:

RANK OF THE ACCUSED	NAME OF THE ACCUSED	DATE OF ARRESTING	DATE OF RELEASE ON BAIL	OFFENCE CHARGED WITH	WHETHER ACQUITTED OR CONVICTED	SENTENCE IMPOAWS	PERIOD OF DETENTION UNDERGONE DURING TRIAL FOR THE PURPOSE OF SECTION 428 Cr.P.C.
1.	DEEPAK KUMAR	04.03.2021	22.03.2021	323,392, 411, 504,506	CONVICTED	Simple imprisonment for 6 month each u/s 323,504,506, IPC and Rigorous imprisonment of 02 yers u/s 392 IPC and fine of Rs.1000/-	

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DECISION

On the basis of charge sheet submitted by Investigator, Revenue Sub-Inspector, Sh. Manish Kumar Purohit, Patti Bankot, Tehsil-GanaiGangoli, Distt. Pithoragarh against the accused Deepak Kumar in the crime u/s 323,392,411,504,506 IPC and cognizance taken against the accused Deepak Kumar on dated 24.06.2021 under the aforesaid sections.

2. In brief, the prosecution statement on the basis of written complaint of the plaintiff, Sunder Singh is that " I Sunder Singh S/o Chanchal Singh has been working with Khutani Power Company Pvt. Ltd. as helper. On dated 13.02.2021 at 1.00 P.M. afternoon, I was going to have my meal. At that time at village Sirsoli, Sh. Deepak Kumar S/o Mathura Prasad and Raghubir Prasad S/o Ramlal were constructing a wall on project road. On having seen me at site, they started abusing me, meanwhile Deepak punched me on the back and slapped me on the face and snatched my mobile. They threatened me that any employee of the company should not be seen there, otherwise you would be get killed and threatened by pressing my throat that if I file a complaint of assault, I will be implicated under SC/ST Act.
3. Thus, on the basis of written complaint of the plaintiff, Revenue Sub-Inspector, Patti – Bankot registered the case and started investigation of it. During the investigation on dated 04.03.2021, by recovering a phone from

the accused, recovery document was prepared. Thus, prosecution framed the charges and submitted charge sheet against the accused u/s 323,392,411,504, 506 IPC, upon which the Court took the cognizance against the accused on dated 24.06.2021 under above sections.

4. The copies of charge-sheet documents have been given to the accused u/s 207 IPC 1973 and framed the charges against the accused u/s 323,392,411,504, 506 IPC. The accused denied the charges and prayed for the trial.
5. On behalf of the prosecution in the form of evidence documents, document no. 03A/02 FIR with written complaint of the plaintiff, document no. 05 A/01 charge sheet, document no. 05 A/05 spot map, document no. 05 A/04, a slip of district hospital, document no. 05A/04, document no. 05A/07 arresting and searching of the accused, document no. 05A/08 identification of the accused, document no. 05A/09 intimation memo, document no. 05A/10 a list of material recovered during searching of the accused, document no. 05A/11 to 05A/12 recovery of document, document no. 05A/13 specimen seal, document no. 05A/14 spot map, document no. 05A/16 medical certificate, document no. 05A/19 delivery note of the material received from the accused during searching were submitted.



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6. On behalf of prosecution in oral evidence, plaintiff case PW-01, Sunder Singh S/o Chanchal Singh, PW-02, Narender Singh Bhandari, PW-03 Kunwar Singh Koranga, PW-4 Keshav Kumar Chaudhary, PW-05 Dr. Mohd Taiyab, PW-06 Raj Kumar Seth, PW-07 Dr. Girja Shankar Joshi, PW-8 Deepak Singh, PW-09 Ex-investigator, Kamla Negi, PW-10, Investigator Revenue Sub-Inspector, Manish Purohit and PW-01 additional examination of plaintiff Sunder Singh u/s 313 IPC has been marked.
7. After the completion of prosecution evidence, the statement of the accused Deepak Kumar was recorded on date 20.07.2022 under Section 313 IPC 1973, in which the accused stated that the evidence given against him was false and that he did not give any evidence in his defense.
8. Heard the Ld. Advocate Jitendra Singh Deupa of the accused Deepak Kumar and Mr. Ravi Punetha, Ld. Advocate of prosecution and observed all the documents available on the file.
9. The learned counsel for the prosecution, Mr. Ravi Punetha, stated in his argument that "The accused assaulted, abused, threatened to implicate the plaintiff in a false case and looted the mobile phone of the plaintiff, which has been recovered from the possession of the accused from his house in front of witnesses. The plaintiff of the case in Khutani Power Corporation Company (which is referred hereinafter as Khutanni Company) is a junior



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employee. On the day of the incident, he had informed his higher officials regarding the said incident. The next day of the incident was Sunday. The first information report of the incident was reported on Sunday due to the closure of the Patwari post. Plaintiff got his medical examination done on the day of the incident itself and after being advised for X-ray etc., the medical examination was done again in another hospital, due to which there was delay in filing the First Information Report. The accused in his statement, under Section-313 IPC, has himself accepted that the phone of the plaintiff was left behind. The phone recovered from the accused has been recovered by the Patwari from his almirah and the said fact has been fully proved by the witnesses of the spot. Therefore, the prosecution prayed for punishing the accused Deepak Kumar.

10. At the stage of argument, the Ld. Counsel (Sh. J.S. Deupa) to accused Deepak Kumar stated that there is a land related dispute between the accused and the Khutani Company, in respect of which notices have been served the Khutani Company by the accused in the past. The Khutani company wanted to take the property of the accused and others without any payment. In this dispute, company's employees have filed a false complaint against the accused at the behest of the company. No mobile phone was recovered from the possession of the accused. The First Information Report is two days after



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the alleged incident and no explanation was given by the plaintiff in this regard. The prosecution witness PW-02 has shown the time of incident occurrence in F.I.R. as 11:00 a.m. while the plaintiff has told the incident to have taken place at 01:00 o'clock in the day. All the prosecution witnesses are the employees of Khutani Company. None of the independent witnesses have been examined by the prosecution in the case. Prosecution witness PW-04 has himself admitted it in his evidence that accused, Deepak told over phone that plaintiff Sunder has gone by leaving behind his phone. If accused had robbed it, he would have never informed the employee of the company about the phone. Prosecution witness PW-01, which was again cross-examined by the prosecution under section 311 IPC and witness itself admitted that phone bill was get prepared by him at later stage. In addition to it when mobile phone of plaintiff of the case was presented in the court, he was unable to open it. If it had been of the plaintiff, he could have opened it. Prosecution witness PW-10, investigator has itself admitted that before the incident, accused had sent notice u/s 80 CPC against the company. Therefore, counsel of the accused argued that prosecution was failed to prove its own matter, thus prayed for acquitting the accused. Is. Therefore, it was prayed to acquit the accused.



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11. Heard and perused the file and duly examined the oral and documentary evidence available on the file.
12. The following facts have to be proved by the prosecution against the accused beyond doubt-
1. That on 13.02.2021, the accused had voluntarily caused hurt by assaulting the plaintiff Sunder Singh.
 2. That on 13.02.2021, accused intentionally insulted the plaintiff Sunder Singh and abused with the intention of disturbing the public peace.
 3. That criminal intimidation was done by the accused on date 13.02.2021 to the plaintiff Sunder Singh by threatening to implicate him in a false case.
 4. That the mobile phone was snatched by the accused on 13.02.2021 while assaulting the plaintiff Sunder Singh.
 5. That the mobile phone of the plaintiff, which comes in the stolen property, was recovered from the possession of the accused by the investigator, Revenue Sub-Inspector Manish Purohit on 04.03.2021.
13. In relation to the allegations leveled against the accused Deepak Kumar, the prosecution got the plaintiff PW-01 Sunder Singh examined, who appeared in his main cross examination, document no. 08A/01 dated 21.10.2021 has stated that "The incident is of dated 13.02.2021. It was 01:00 o'clock. I was



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coming to the camp for having meal from the power house. Deepak and Mathura Prasad were constructing wall near the temple. Deepak snatched mobile phone (Vivo) from my hand. Deepak slapped me on my face, abusing me for mother-sister and threatened to kill me. Deepak was saying that why he was clicking photos. He said, if I get it reported anywhere, I will cut you and throw away and get him implicated in SC/ST case. He was saying, if any employee comes here, I will kill him. When I started to leave, he came from behind and hit me on the back, then I came back to office. I told about the incident to Ashok Rajkumar, an employee of the company. Rajkumar sent me to District Hospital Bageshwar for medical and I got treatment there and then returned to the office. On 15.02.2021, we came to Patwari and get lodged the report, Patwariji had taken my statement and on my identification made spot sketch. On dated 04.03.2021, Patwariji had recovered my mobile phone from the accused. Mobile phone was wrapped with white cloth and get it sealed. Patwariji had prepared spot sketch of mobile recovery. I had orally intimated about the incident to Patwariji. On document no. 03A/02 is having my signature. I went hospital twice to get my medical.

When the said witness was cross-examined, the witness stated that the first information report was written by Patwari ji. I had read the FIR. Only after



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reading it, I get it signed. I had written the FIR after asking the people of the company. The two people whose names I had written in the FIR are absolutely correct. The fight took place in front of the temple. Our Patwari ji sits in Tehsil Ganai. The distance of Patwari Chowki from the spot will be about 20 kms, which is motorable. The company has vehicles to take the laborers here and there. The distance from the spot to Ganai is about 02 hours. I went to Bageshwar Hospital for the first time on 13th date. Patwari took my statement on 15.02.2021. Then went to Bageshwar Hospital for treatment on 16.02.2021. In the hospital only slip was made and not medical. I had seen Patwariji to recover mobile phone from the house of Deepak. I get written the report after asking Ashoka Rajkumar. It is wrong to say that I have written a false report at the behest of the company after the accused had given notice against the company. It is also wrong to say that I myself left my mobile phone to trap the accused.

14. Under Section 311 of the CrPC, the prosecution again examined the case of the plaintiff P.W.-01 Sundar Singh in respect of the recovered mobile, in which the witness has stated in document No. 08A/03, dated 12.07.2022 that I had earlier come to testify in the court on 21.10.2021. My mobile phone was of VIVO Company, I had Jio and Idea company's sim inside my mobile. A sim was kept inside the cover of my mobile, which belonged to



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Idea Company. My mobile was of brown colour, my said phone was snatched by Deepak on 13.02.2021 at around 01:00 p.m while fighting and abusing me. Today the goods related to the case is presented in the court, which is sealed and stamped in a white colored cloth. At the place of which the witness has identified his signature. There is an endorsement by the court that the said white bundle is seen on 05.03.2021. On opening the bundle with the permission of the court, inside a brown colored cover, a black colored Vivo company phone came out, on which AL Triple Camera was written, seeing which the witness said that this is the same phone of mine which was used on the day of incident and was snatched by the accused. An additional SIM of Idea company was found inside the cover and a sticker of Shyama Power was found on the phone. The day when this phone was told by the accused to be in his possession, Patwari ji called me to the recovery site to identify the mobile. I recognize my phone.

When the said witness was cross-examined, the witness replied that on the day of the incident, I did not have any ownership receipt of my Vivo company's mobile phone. The said phone was purchased by me from Bageshwar on 15.06.2020, receipt of which with me. From which shop, I bought it, it is not in my mind. I had not given the phone receipt to Patwari ji, Patwari ji had asked me for the phone bill. Photo of the phone bill, I sent



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it to him over the phone. I don't have any receipt of my sim but remember the number, I didn't give the sim receipt to Patwariji I can file my phone bill. I lost my phone bill somewhere. I have taken the duplicate receipt of the phone bill from Bageshwar two-three months back. This duplicate bill was made by me myself. My phone was confiscated by Patwariji. That's why I got the bill made. I do not remember the name of the shopkeeper from whom I got the duplicate bill made, I am a resident of Bageshwar. I have seen a little of Bageshwar market. It is wrong to say that I and Patwariji have recovered this phone from somewhere to implicate the accused Deepak. When the phone produced in the court was shown to the witness and the phone was turned on, the witness was unable to enter his password. The witness stated that he did not remember the password. Even no IMEI number is being read on the phone and the phone is locked. The phone was re-sealed and admitted to the Malkhana.

15. Prosecution has got the prosecution witness PW-02 Narendra Singh Bhandari examined in support of his statements. Those who have stated in their main cross-examination, document no. 0-09A / 01 to 09A / 02. dated 21.10.2021 that the incident is dated 13.02.2021. I along with Sundar Singh, Deepak Singh, Dinesh Singh were coming from power house to camp to have meal at around 11' O clock. Sunder Singh and Dinesh were just 02



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meter behind. There was a Deepak who was constructing wall on the road. Deepak Singh had an argument with Sundar Singh over some issue. Deepak slaps Sunder and snatches his mobile. After snatching the mobile, we went towards the camp. There was an argument going on. Deepak also abused a couple of times. After that I sat in the car. The rest of the incident would be known to Sundar. The map of the incident was made by Patwari ji. In the document 05A/5 is also having my signature and I identify it. I had informed Patwari ji about the incident. Patwari had taken my statement in this regard.

When the said witness was cross-examined, the witness stated that he was posted as a civil fireman in Khutani Power Corporation. At the time of the incident, he had been working for about 5-6 months. I did not say the time of the incident to the revenue sub-inspector. Patwari came later. Patwari was also told the time of 11 o'clock. On whose land Deepak building a wall? I don't know. I had told Patwari that Deepak had built a one meter wall on the ground. If Patwari has not written this thing in my statements, then I cannot tell the reason. Butgeri and Khutani Power Sector Corporation are in Patwari, Bankot. I did not go to Patwari to write the report on the day of the incident. If plaintiff went there or not can't tell. I am not aware that Deepak Kumar had given notice of his land being grabbed by the Khutani company.



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Mobile was snatched in front of me but was not recovered in front of me. It is not known whether the company had extracted the call details of the mobile or not. The accused had hurled mild abuses. Patwari was not told about the abuses. In my statements, I did not tell Patwari that where did Sunder Singh get injured. It is wrong to say that I am giving false testimony. It is also wrong to say that on giving notice by the accused, the accused has been falsely implicated or we have implicated the accused under conspiracy. Map was made but did not remember the date. I do not know whose house is shown in the spot map. I cannot tell whether anyone was called to testify from the house built on the incident site. I am aware that Deepak Kumar has sued the company under the SC/ST Act for usurping his family's land under the Khutani project. My name is not in that case".

16. In support of their submissions, the prosecution has examined the prosecution witness PW.-03 Kunwar Singh Koranga, who appeared in his main cross examination, document No.-11A dated 20.11.2021 has stated that "I have been working with Khutani Power Company for the past 07 years. On 13.02.2021, I was doing my work in the company's camp office. It was lunch time during the day, at that time Company Manager and employees received information over the telephone that Deepak Kumar had assaulted our employee Sunder Singh and snatched his mobile near the workplace in



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village Sirsoli. Hearing this, we were about to leave for the spot, by then Sunder Singh had come to our camp with other people by Car. Sunder Singh was a bit lost. When we asked him, he said in weeping that when he was coming to have lunch with his other comrades at the band near the temple in village Sirsoli, Deepak Kumar and Raghuveer Prasad were building a wall on the road, by then Deepak Kumar assaulted me, abused and threatened to kill me, snatched my phone. Sunder Singh started telling us that if you report the incident, he will be implicated in false case under SC/ST Act. Sunder Singh's face was swollen, he was telling about back pain. At the behest of the company's higher officials, I and the Company's accountant Keshav Chaudhary had taken the victim Sunder Singh to Bageshwar Hospital for treatment, wherein he was treated by the doctor. Then we took him back to our camp with us.

When the said witness was cross-examined, the witness stated that "I have been working in Khutani Power Project for about 07 years. Mr. Ashoka Rajkumar is the Manager of this company. Deepak Kumar had given notice to the company regarding his land. I did not see the quarrel between the accused and Sunder Singh with my own eyes. I did not see the incident of snatching of mobile from Sunder Singh with my own eyes. I did not see the mobile even though it was recovered from the pocket of the accused. It is



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true that the investigator of this case / revenue sub-inspector was suspended. There is a hospital in Bankot but Bageshwar hospital is nearby, so the injured was taken to Bageshwar hospital. From the incident place, distance of Bageshwar and Bankot is the same. He himself said that the distance of Bankot is 09 kilometer and Bageshwar is of 12 kilometers. In Bageshwar, the doctors are good and have faith on them, so went there. In Bankot, doctor are not available after 2'O clock. I work in the company but don't get their present done. There is no OPD in Bankot while in Bageshwar OPD is there, I am not aware that a case regarding this land has been filed in the Commission under the SC/ST Act. It is wrong to say that the company has illegally setup the company motorway on the land of the accused. I am aware that the accused was offered compensation for the land but the accused refused to accept the compensation. It is wrong to say that accused was working on his field and he was falsely implicated in the case. It is wrong to say that I, being an employee of the company, am giving false evidence in the matter.

1. The prosecution, in support of their statements, prosecution witness PW.04 Keshav Kumar Chaudhary has been cross examined, who has stated in his main cross examination, document no. 12A, dated 20.11.2021 that I have been working in the Khutani Power Company for the past 03 years



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Company. Ondated 13.02.2021, I was doing my work in the camp office of the company. It was lunch time in the day. At that time myself, our Project Manager, Ashoka Rajkumar and others colleagues were present in the office. I got a call from Deepak Kumar around 1.30-2.00 p.m. He told that Sunder's phone is here, take it from here. I told Deepak that how Sunder's phone was there, he said that Sunder's phone was left here. I told Deepak that you were building up a wall on the road. Meanwhile Sunder Singh and other people had come there. Sunder Singh was weeping and saying that Deepak assaulted him and taken my phone. Then I took Sunder Singh to the hospital along with others. It is said by Deepak Kumar that no employee of the company should be found walking in this way, otherwise I will kill him. Deepak had threatened Sunder and his father that if you implicate me then I will implicate you under the SC/ST Act and send you to jail. Sunder Singh's mouth appeared in swelling.

When the said witness was cross-examined, the witness stated that "I am not aware that Deepak Kumar's father has given any notice to the company regarding his land. The Company was ready to pay compensation to Deepak and his family on Govt. rate, but he refused to take it. The land compensation was taken by other villagers. I did not see with my own eyes that Deepak Kumar assaulting Sunder Singh, abusing or snatching the



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phone. He himself said that Deepak Kumar called me and told that Sundar has left his phone here, take it. We all went to Deepak to collect the phone but he did not return the phone. Accused filed SC/ST Act against us after our filing the case against him.

2. In support of their statements, prosecution has got the prosecution witness PW-05 Dr. Mohd. Tayyab cross-examined, who stated in his main cross examination, document no. 16A dated 03.03.2022 that I am working as a Doctor in Bageshwar Hospital. On 13.02.2021, my duty was in the emergency room from 02:00 p.m.. I got treated injured Sunder Singh on the same day in emergency room. During the treatment of injured, the following injuries were found:

1. Patient complained me about his back pain.
2. Swollen was on his face.
3. On having seen the condition of the patient, I advised him to have X-ray of his back.

In the file document No. 05A/04 is the emergency handwritten slip of him.

When the said witness was cross-examined, the witness stated that "The medical examination of the injured has not been done by me. That is why it has not been entered in the medical register. I was not told by the injured as to who beat him. I was told by Sunder Singh that he got injured by



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falling from the height. Injuries can be caused to the patient after falling from a height. "

19. Prosecution has examined prosecution witness PW-06 Rajkumar Seth in support of his statement, who has stated in his main cross examination, document no. 19A dated 05.04.2022 that on 13.02.2021 when I came to the company after doing my duty, it came to know my knowledge that Deepak Deepak Kumar had assaulted Sunder Singh, who has been working in our company and snatched his mobile phone. On 04.03.2021, when I was at work, a call from Patwariji came to someone of the staff member, then I went to accused house along with Patwariji. On the identification of the accused, Patwariji had recovered looted mobile phone of Sunder Singh from Deepak Kumar. On the packet, Patwariji got my signature on it. Deepak had refused to get sign on the packet made by the Patwari on the spot.

When the said witness was cross-examined, the witness stated that "this incident took place on 13.02.2021. At that time I had been working in the company for 2 - 3 months. I am not aware that Deepak Kumar's father Mathura Prasad has sent any legal notice to the Project Manager of Power Project regarding his land. I am also not aware that our company has given any compensation to Deepak's father Mathura Prasad with regard to his



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land. I did not see Deepak Kumar fighting with Sunder Singh with my own eyes.

20 Prosecution witness PW-07 Dr. Girijashankar Joshi has been examined in support of his statement in the case presented by the prosecution, who in his main cross examination, document no. 22A, dated 06.05.2022, stated that on dated 16.02.2021, I had my duty in the District Hospital, Bageshwar. Being Orthopaedician I was on duty from 09:00 am to 02:00 pm. On the same day, I received the form of Sunder Singh, who was injured in the emergency, for consultation. On examination of the injury by me, the following injuries were found:

1. There was injury on the neck of the injured and pain in the back. After examining the injury, it was found that the injury was of normal in neck and back.

When the said witness was cross-examined, he stated that the medical Sunder Singh was not done by me, but only treatment was done.

21. In support of the prosecution statement, prosecution, witness PW-08, Deepak Singh has been examined, who has stated in his main cross examination, document no. 24A dated 24.05.2022 that at present he is working in Khutani Power Project as supervisor. On dated 13.02.2021 at around 1.00 p.m. Sunder Singh, Narendra Singh, Dinesh Singh and I were



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coming to Sapteshwar for lunch. Deepak Kumar was building a wall to block the road constructed by the Company. Sunder Singh was walking ahead of us and we were coming from behind. When Sunder Singh took a photo of the construction of the said wall with his mobile, Deepak Kumar slapped Sunder Singh and started abusing by framing his mother and sister and said that I will put you behind the bar in the SC/ST case and asked to delete the photo. After that Deepak Kumar snatched Sunder Singh's mobile. After this we came towards our camp. We had informed about the incident of fight with Sunder Singh to our officer Ashok Singh and other employees. After this, our employees took Sunder Singh to Bageshwar District Hospital, where he was treated. At the instance of the accused, Patwariji had recovered Sunder Singh's mobile from his house. Along with Patwariji I also went to the house of the accused. In the record documents, document No. 05A /1 of recovery of Mobile phone is attached, on which my signature are there and I identify it.

When the said witness was cross-examined, the witness stated that "I am working in Khutani Power Project since 2015 and at present I am a supervisor. On the day of incident, I was on the post of helper. The incident isof dated 13.02.2021. There was no assaulting with me. The fight happened with Sunder Singh. Narendra Singh and Dinesh were walking behind Sunder



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Singh. Behind Sunder Singh, I, Narender Singh and Dinesh was walking. Apart from me, Narendra Singh and Dinesh Singh also saw the incident happening. We went to accused house at 01.00 to 1.30 pm to recover the mobile. The accused had kept the mobile at his room on the cemented rake. The colour of the mobile was light black and behind it there was a chit of Shyama Power. Phone was of Oppo Or Vivo company. I saw the phone being recovered, which was sealed by Patwari ji".

22. In the present case, in support of prosecution statement, prosecution witness PW-09, Revenue sub-inspector, earlier investigator, Kamla Negi has been cross - examined by the prosecution. Who stated in his main cross - examination, document no. 26A, dated 08.06.2022 that "On 15.02.2021 at 3:00 pm, the case crime no. 01/2021 was investigated by me. On the basis of Complaint of the plaintiff, a report was lodged and on the same day, statement of the case plaintiff was recorded. On dated 18.02.2021, on arrival of the area Revenue Sub-inspector, Manish Purohit, investigation was handed over to him and rest of the investigation was executed by the revenue Sub-Inspector Manish Purohit.

When the said witness was cross-examined, the witness stated that the incident took place on 13.02.2021. Report of which came to me on .



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15.02.2021 at 03:00 p.m. and the plaintiff itself came to me with complaint. The report was signed by the plaintiff in my presence.

23. In support of the prosecution statement, prosecution witness PW 10 revenue sub-inspector/ investigator Manish Purohit has been cross examined, who stated in main cross examination, document no. 30A dated 12.07.2022 that on 13.02.2021, I was working as Revenue Sub-Inspector in Patti Bankot. F.I.R. No.01/2021 was registered in my patti/area. On dated 13.02.2021 on which date FIR was registered, I was on leave, so the matter was investigated by Revenue Sub-Inspector Kamla Negi. During the investigation, earlier investigator went to the residence of the accused Deepak Kumar to arrest him, then she was told by his family members that the accused the accused was missing from the house since the second day of the incident. I was told by the informant that the accused had come to the house. On the information of the informer, I went to the house of the accused. On that day the accused was not found at home. I went to the house of the accused and took the statement of Raghuveer Prasad. During the investigation on 04.03.2021, it was told by the informant that the accused has come to his house and he was preparing to leave the house this morning. On believing this information, I called up my co-employees and I took my co-workers to the place called Devradibora, the accused who was going



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towards Bankot to Ganai by sitting on the Car. Our team surround him on the spot and arrested him at 11.00 a.m. On asking the name and address from the accused, he told his name as Deepak Kumar S/o Mathura Prasad. We interrogated the accused by bringing him to the Patwari post, then during interrogation the accused told that the phone of the plaintiff is with him and he can get it recovered. On his instance, we went to accused house, village Sirsoli. The accused took out the phone from the rack of his room and handed over to us and told that this was the same phone which was snatched from the case plaintiff on the day of the incident.

On the same day, we called the case plaintiff Sunder Singh to the house of accused to identify his phone. Plaintiff Sunder Singh recognized his phone on the spot and stated that it was the same phone which was snatched from him by the accused on the day of the incident. On taking mobile phone into possession, a packet of the mobile phone was prepared on the spot, on which case plaintiff and sign of other witnesses were made Packet document no. 05A /11 to 05A/12, on which my signature are on it and I get it identified.

When the said witness was cross-examined, the witness stated that he recognized the accused Deepak. The accused has come to the court today. This is the same Deepak Kumar, who on 14.04.2021 had sent an FIR against



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Khutani Power Project Director Santosh Thakur and Company officials and others under SC/ST Act and other sections. I had received this FIR. The investigation was done by me on the complaint of Deepak and not registering the case on the complaint of Deepak Kumar, I was suspended by the District Magistrate for not registering the FIR on the complaint of accused Deepak Kumar. Later, the investigation of the case was done by C.O. and after investigation of the FIR, a final report of FIR was sent.

"In the proceedings of the departmental inquiry against me, it was reported by the investigating officer that the first information report has been sent by the accused Deepak Kumar on wrong facts and I was not found guilty in the investigation, I can also present the report of the said investigation. It is correct to say that prior to this incident, the accused Deepak Kumar and his family members, through their advocate, had sent a notice of encroachment on their land and a notice with regard to road to Project Manager Bhutani and me, at that time I was posted in Bankot. In response to the notice, our Government Advocate replied. Later on 15.01.2021, a notice u/s 80 C.P.C was given to me and the Khutani Manager by the father of the accused and others through their advocate. It is correct to say that there was a land dispute between the Khutani Power Project and the accused. It is wrong to say that the accused has been opposing the Bhutani



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Power Company, due to which he has been falsely implicated in the case. To prepare document No. 05A/07 it took only 5 minutes, which was prepared on 04.03.2021. In the document No. 05A/14 spot sketch, a rake of the accused was shown and room was not shown but rake and room were shown in points. It would have been taken only half an hour for completing the proceedings. It is wrong to say that I have deliberately not timed all the documents. It is wrong to say that no phone has been recovered from the accused.

24. The first allegation against the accused is under Section 323 IPC, in respect of which it is to be proved by the prosecution that the hurt was voluntarily caused by the accused by assaulting the plaintiff Sunder Singh on 13.02.2021

In this regard, the prosecution witness PW-01 case plaintiff on his main cross - examination, document 08A, dated 21.10.2021, stated that the incident is of dated 13.02.2021. It was 01:00 p.m. I was coming from power house to camp for taking meal. Deepak Kumar and Mathura Prasad were constructing a wall near the temple. Deepak had snatched my phone from my hand. Deepak slapped me on my face. He was abusing me by framing my mother and sister. Deepak was saying why he is taking the photo. The said witness further stated that when I started leaving, he came from behind



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and hit me on the back. I had come to my office. I told about the incident to the company official Ashoka Rajkumar. Ashoka Rajkumar had sent me to Bageshwar Hospital for medical wherein I got my treatment".

The said witness in his cross-examination stated that the fight took place in front of the temple. I went to Bageshwar hospital for the first time on 13.02.2021. Only a prescription slip was made in the hospital and not medical was done there.

25. Similarly prosecution witness PW-02 Narendra Singh Bhandari, who is eye witness to the incident, on his main cross – examination, document no. 09A dated 21.10.2021 stated that the incident is of dated 13.02.2021, I along with Sunder Singh, Deepak Singh and Dinesh Singh were coming from Power House to the camp for having meals at around 1:00 pm. Sunder and Dinesh were 02 meters behind me. Deepak Singh was constructing a wall on the road. There has been argument between Deepak Kumar and Sunder Singh over some issue. Deepak slapped Sunder Singh and snatched his mobile phone. After that we went towards camp.
- 26 Similarly prosecution witness PW-08 Deepak Singh, who is also eye witness to the incident, on his main cross – examination, document no. 24A dated 24.05.2022 stated that the incident is of dated 13.02.2021 at around 01:00 pm, we people Sunder Singh, Narendra Singh, Dinesh Singh and myself



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coming for lunch to Sapteshwar for lunch. Deepak Kumar was building a wall on the road made by the Company for closing the road. Sunder Singh was going ahead from us and behind him, we were moving. to block the road constructed by the company. Sunder Singh was walking ahead of us. We were coming from behind. When Sunder Singh took a photo of the said wall being built with his mobile, Deepak Kumar started abusing Sunder Singh and said that I will implicate you in SC/ST Act, Deepak asked Sunder to delete photo. After that Deepak Kumar snatched Sunder Singh's mobile. The information about the incident of fight with Sunder Singh was given to Officer Ashok Singh and other employees. After this our staff took Sunder Singh to Bageshwar district hospital.

When the said witness was cross-examined, the said witness stated that the incident is of dated 13.02.2021. There was no fight etc. with me. There was a fight with Sunder Singh, Narendra Singh and Dinesh were walking behind Sunder Singh.

27. Thus, the case plaintiff has stated in his evidence that on 13.02.2021, when he was going to have meals with his other companions, Deepak Kumar, who was building a wall on the way, assaulted him and snatched his phone. Two other witnesses of the spot PW0-08 Deepak Singh and PW0-02 Narendra Singh Bhandari have been cross-examined. Both the witnesses have



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supported the statements of the case plaintiff and confirmation of the incident. Witness PW-08 Deepak Singh has stated in his evidence that "Deepak Kumar was building a wall on the road constructed by the Company. When Sunder Singh took a photo of the said wall with his mobile phone, the accused assaulted Sunder Singh. The statements of the prosecution have been supported by both the spot witnesses.

28. Prosecution witness PW-05 Dr. Mohammad Tayyab in his main cross examination document no. 16A, dated 0303.03.2022 stated that on 13.02.2021, my duty was in the emergency room from 02:00 p.m. Sunder Singh was treated by me in the emergency room on the same day. The patient told me about the complaint of back pain. The patient had swelling in his mouth. The statement filed by the said witness, document no. 5A/04 is my handwritten patient's prescription, in which I have given first aid to the patient. The document no. 05A/04 Emergency Service, District Hospital, Bageshwar's treatment prescription was identified by the witness. It is important that the said treatment on dated 13.02.2021 is of the day of the incident. Thus, the statement of the prosecution has also been supported by the prosecution witness PW-05.

29. The trial was held on 20.07.2022 wherein statement of the accused u/s 313Cr.P.C. was recorded. In question no. 6 that if you have to say anything .



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in reply to it accused stated that on dated 13.02.2021, our land was being captured by the Khutani Power Corporation on the which case plaintiff, Sunder Singh was there. We objected to it. The Company personnel had run JCB on our 20-25 fields. When they came to our land, I opposed the handing over of our land. On which land company get surveyed, apart from it they wanted to grab our land. We wanted to construct the house on our land. When there was house construction work going on, then a vehicle of the company came there, on which a case plaintiff Sunder Singh was there and another person have also named Sunder. A wall was constructed by me on the way, due to which their vehicle was not able to go further. Then Sunder asked me why you have made wall there. For some time we have a talk. There was no dispute. Where did Sunder Singh came to me, after his departure, I found a mobile phonethere for which I called the company's employee Keshav Kumar Chaudhary and told him that your employees had come near our house and he had left his mobile. I was told by Keshav Chaudhary to keep the phone, but I had a dispute with the company, due to which I had left the said phone there. Then I went to my house. Thus it has been admitted by the accused himself that he had put up a wall on the way, due to which the car could not move ahead, then Sundar Singh asked him why you had put up the wall. Then we talked for some time. No fighting



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took place. It is important that if JCB was brought on the accused's land illegally or his land was illegally occupied, then the accused should have taken immediate necessary action in this regard.

30. Prosecution witness PW-10 Revenue Sub-Inspector Manish Purohit in his cross-examination document no. 30A/02 dated 12.07.2022, in para no.5 has stated that on dated 15.01.2021, a notice was served to me and Khutani Management u/s 80 CPC that his land is being encroached.

The Ld. Counsel to the accused stated at the time of argument that the said witness has also accepted in his cross-examination that "there was a land dispute between the Khutani Power Project and the accused. It is possible that due to this dispute the accused assaulted the latter, but there is no such evidence on the file. It is not that on 13.02.2021 the land of the accused was being illegally occupied by the Khutani company.

31. It has been stated by the learned counsel to accused at the stage of argument that the time of occurrence has been stated by the prosecution witness PW-03 Narendra Singh Bhandari to be 11:00 am. While the time of incident by the case plaintiff and other witnesses is said to be of 1.00 p.m. It has also been stated by the learned counsel for the accused that FIR document no. 03A/01. The time of the event has also been marked on the reverse side as 11:00. It is significant that except the prosecution witness PW-12, none of



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the witnesses have given the time of occurrence as 11:00a.m.. Mere statement of one witness to be different regarding the time cannot cast doubt on the prosecution case. As far as the time of the incident mentioned at 11:00 am on the back side of the First Information Report (FIR) document no. 03A/01 is concerned, Court observation shows that the time of 01:00 is marked on it. Confirmation of which the time of the incident has been shown at 01:00 on the first page of FIR document no. 03A/01.

32. It was argued by the learned counsel for the accused at the stage of argument that the alleged incident is of dated 13.02.2021. While the First Information Report has been lodged on 15.02.2021 and no explanation has been given for the delay.
33. At the stage of argument, it was stated by the learned prosecution lawyer that the case plaintiff of Khutani is a petty employee of Power Corporation, he had immediately informed his superiors about the incident. On 14.02.2021, was Sunday. The said area comes under revenue area and Patwari does not stay in his post on Sunday. There was a land related dispute between the parties, due to which the information of the incident was given to Patwari on 15.02.2021 after the plaintiff informed his higher officials. On dated 13.02.2021, the plaintiff was taken to the hospital, due to which the First Information Report could not be lodged in the case on the same



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day. In this regard, prosecution witness PW-01 has stated in Para No. 01 of his cross-examination that our area Patwari lives in Tehsil Ganai. The distance from incident place to Patwari Chowki will be about 20 kms, which is motorable. The distance from the spot to Ganai is about 02 hours. On the basis of evidence available on file, it has been proved that the case plaintiff was first taken to the District Hospital, Bageshwar, after which a report was registered in the matter after consulting the higher officials of the company. In the opinion of the Court, the case plaintiff is a petty employee of the Khutani Power Corporation. In such a situation, there was a land related dispute between Khutani Power Corporation and the accused. Here the prosecution case cannot be doubted because the case was registered by the plaintiff in consultation with the higher officials of the company. The case plaintiff was taken to Bageshwar Hospital on the day of the incident. First information report being written on 15.02.2021, as being a revenue matter, while the incident was fully supported by the prosecution witnesses, then only the delay in the first information report cannot doubt the prosecution statement. The reasons for the delay in filing the First Information Report by the prosecution have been shown.

34 It is stated by the learned counsel for the accused at the stage of argument that there was a land dispute between the company and the accused, due to which



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the accused has been falsely implicated. No independent witness of the public has been presented in the case. In this regard, the case plaintiff and other witnesses, PW-02 Narendra Singh Bhandari and PW-08 Deepak Singh, respectively are important. The prosecution case has been fully supported by the said witnesses. Prosecution witness PW-01 case plaintiff is a resident of Bageshwar and PW-02 Narendra Singh Bhandari is a resident of Rudraprayag and PW-08 Deepak Singh is a resident of Pithoragarh district. It has not been shown by the accused that he has previous enmity with the said witnesses also. It is possible that there was a land related dispute between the company and the accused, it is also possible that due to this dispute the accused had assaulted the case plaintiff. The case plaintiff and PW-03 and PW-08 have stated that a wall was made by the accused on the company's road, the photo of which was taken by the case plaintiff, then the accused assaulted the case plaintiff. The accused on his statement u/s 313 Cr.P.C. stated of erecting a wall and holding talks with the plaintiff for some time. In such a situation, it cannot be said that the story of the prosecution is false due to enmity. Therefore, on the basis of the above investigation, prosecution has been successful in proving the charge against the accused u/s 323 Cr.PC beyond reasonable doubt.



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35. The second allegation on the accused is that on 13.02.2021 the accused had intentionally insulted the case plaintiff Sunder Singh with the intention of disrupting the public peace and the third allegation on the accused that on 13.02.2021 that case plaintiff, Sunder Singh was criminally intimidated by threatening to implicate him in a false case. For the sake of convenience, both the charges are being disposed of together.
36. With regard to the allegation of Section 504 Cr.P.C, the prosecution got the case plaintiff PW-01 cross examined, who has stated in his main cross examination, document no. 08A dated 21.10.2021 that "Deepak slapped me on the face. He was abusing his mother & sister. When cross-examination of the case plaintiff was conducted in relation to the above, no such contradictory fact emerged in the cross-examination, which creates doubt on the evidence of the witness. PW-02 Narendra Singh Bhandari was cross-examined by the prosecution, in which the witness in his main cross examination, document no. 09A, dated 21.10.2021 stated that "arguments were going on, two-four abuses were also given. Prosecution witness PW-08 Deepak Singh appeared in his main cross-examination, document no. 24A, dated 24.05.2022 in Para No. 01, stated that when Sunder Singh took a photo of the construction of the said wall with his mobile, Deepak Kumar started slapping Sunder Singh and abusing his mother and sister and started saying



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that I will put you in the case of SC/ST Act. In this way, a total of three witnesses of the occasion were examined by the prosecution, who have stated that the accused used to abuse the mother-sister to the case plaintiff. When the above three witnesses were cross-examined by the learned counsel for the accused, no such contradictory fact emerged in the cross-examination as well, which creates doubt on the evidence of the prosecution witnesses. All the above three witnesses have supported the threat made by the accused to implicate the plaintiff in the case of SC/ST Act. The contention of the learned counsel for the accused is that in respect of independent witnesses not being examined by the prosecution in the matter, it has not been shown by the accused that there were independent witnesses who were deliberately not made witnesses. The scene of the incident has been shown the road of company. A total of three independent witnesses of incident have been examined by the prosecution, whose evidence no contradictory fact has come into fore. Ultimately, the prosecution has been successful in proving the charges against the accused under sections 504 and 506 Cr.P.C.

37. The fourth allegation on the accused is that on 13.02.2021 the mobile phone was obtained by the accused while assaulting the case plaintiff Sundar Singh and the fifth allegation is that the investigator Revenue Sub-Inspector Manish Purohit on dated 04.03.2021 has recovered the mobile from the



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possession of the accused which come under the category of theft property. For the sake of convenience, both the charges are being disposed of together. In this regard, the prosecution got the prosecution witness PW-01 examined, who has stated in his main cross - examination document no. 08A dated 21.10.2021 that I was coming from the power house to the camp. Deepak snatched phone from my hand. Thus, in the present case, the case plaintiff has stated that his mobile phone was taken by the accused. Prosecution witness PW-02 Narendra Singh Bhandari has also supported the statements of the plaintiff in his main cross examination document no. 9A dated 21.10.2021 that Deepak Kumar was building a wall on the road, there has been argument between Deepak Kumar and Sunder Singh over some thing. Deepak slapped to Sunder Singh and snatched his mobile. Prosecution witness PW-08 also supporting the statements of the case plaintiff, in his main cross examination, document no. 24A, dated 24.05.2022, stated that on 13.02.2021 at 01:00 approximately, we Sundar Singh , Narendra Singh, Dinesh Singh and I were coming to Sapteshwar for Lunch. Deepak Kumar was building a wall to block the road constructed by the company. Sundar Singh was walking in front of us, we were coming from behind. When Sunder Singh took a photo of the construction of the said wall with his mobile, Deepak Kumar slapped Sunder Singh and abused his mother and



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sister and said that I will put you in SC/ST case. He asked to delete the photo. After that, Deepak snatched the mobile of Sundar Singh

Thus, the above three witnesses of the prosecution have confirmed in their evidence that the accused had taken the mobile phone of the plaintiff. When the above three witnesses were cross-examined, no such contradictory fact has emerged in the cross-examination, which creates doubt on the prosecution's case. Apart from this, in the present case the evidence of prosecution witness PW-04 Keshav Kumar Chowdhary is important, who in his main cross-examination, document no. 12A dated 20.11.2021, stated that "I received a call from Deepak Kumar at about 1:30-2.00 p.m. he told that Sunder's mobile is here, take it from here, I asked him how Sunder's phone came there, then he said his phone left here."

The cross examination has been done with this witness, then he stated that Deepak phoned him and told that Sunder has left by leaving his phone her, take it. We all went to Deepak to take the phone but he did not returned phone.

38. It is argued by the learned counsel for the accused at the stage of argument that no phone of the case plaintiff was snatched by the accused, which has been confirmed by the prosecution witness PW-04 Keshav Kumar. Significantly, Keshav Kumar is not a witness of the occasion. All the three



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witnesses of the spot have been examined by the prosecution in evidence, who have stated that the phone of the plaintiff was taken by the accused. The accused himself also stated in his statement under Section-313 Cr.P.C, document no. 32A that "I had received a mobile phone after leaving the place where Sunder Singh had come, in respect of which I had informed Keshav Kumar Chowdhary, the employee of the company. Called and told that your employees had come near our house, where he left his mobile phone. I was told by Keshav Chaudhary to keep the phone, but I had a dispute with the company, due to which I had left the said phone there. Then I had gone to my house. It is thus admitted by the accused himself that he had received the phone of the case plaintiff, which he had left there.

39. Prosecution got prosecution witness PW-10 revenue sub-inspector Manish Purohit cross-examined, who stated in his main cross examination, document no. 30A dated 12.07.2022 in para 04 stated that we have taken the accused at Patwari Chowki at GanaiGangoli and he was interrogated. During interrogation, the accused told that the phone of the case plaintiff is with him, he can get it recovered. On the instance of the accused, we went to the house of the accused at village Sirsoli. He took out a phone from his room and gave it to us and told that it was the same phone which was snatched by him from the plaintiff on the day of the incident. The said witness has



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proved the recovery of mobile phone in respect of document no. 05A/11, in which there are signatures of witnesses Deepak Singh, Sunder Singh and Rajkumar Seth. Prosecution witness PW-08 Deepak Singh in his main cross examination, document no. 24A, dated 24.05.2022, has stated that on instance of the accused, Patwari ji went to his house. Sunder Singh's phone was recovered from him. Along with Patwari ji, I also went to the house of the accused.

When the said witness was cross-examined, the witness stated in Para No. 05 of the cross-examination that "the accused had kept the mobile on the cemented rake inside his room.

40. Prosecution witness PW-01, case plaintiff Sunder Singh, in his main cross examination, document no. 08A, stated that 'Patwari ji had recovered my phone from the possession of the accused on 04.03.2021. The said witness has stated in his cross-examination, document no. 8A/02 that he had seen Patwariji recovering the mobile from Deepak's house. Similarly, prosecution witness PW-06 Rajkumar Seth, in his main cross-examination, document no. 19A stated that on 04.03.2021, when I was in my work, Patwariji made a call to someone in the staff of the company, then I went to accused house along with Patwariji. At the instance of the accused, Patwari ji recovered the phone looted by Deepak Kumar from Sunder Singh. Thus the prosecution witness



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PW-01 in his evidence has stated that his phone was snatched by the accused on the day of the incident. In relation to which the prosecution witnesses PW-06 Rajkumar Seth, PW-08 Deepak Singh and investigator PW-10 Manish Purohit supported the statements of the said case and on 04.03.2021, the said mobile phone was recovered from the possession of the accused. Prosecution witnesses of the evidence, PW-06 Rajkumar Seth, PW-08 Deepak Singh, PW-01 Sundar Singh and the investigator PW-10 Manish Purohit have been cross examined by the prosecution. When all the above witnesses were cross-examined by the learned counsel for the accused, no such contradictory fact has emerged in the cross-examination, which casts doubt on the prosecution story. It has been admitted by the accused himself that he had the phone of the plaintiff, which the plaintiff had left at the spot itself, if in fact the mobile phone of the plaintiff, had been left at the spot, then on 04.03.2021 phone could not be recovered from the house of the accused. On document no. 05A/11 investigator stated that "the mobile kept by the accused on the cemented rack made on the wall of his room was recovered and accused saying that this is the phone which I snatched from the case plaintiff. Prosecution witness PW-08 Deepak Singh, in his cross-examination, in para 05 of document no.26A, has stated that the accused had kept the mobile on a cemented rack made inside his room. No contradictory



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facts have also emerged in the cross-examination, which creates doubt on the prosecution evidence. It has been corroborated by the prosecution witness PW-01 in the Court. At the stage of argument, it has been argued by the learned counsel for the accused that the prosecution witness PW-01. Case plaintiff in his cross-examination, in para 03 of document no. 08A/03 has stated that "my phone bill was lost somewhere. I have taken duplicate receipt of phone bill from Bageshwar two-three months back. This duplicate bill was made by me myself. Thus, it has been argued by the learned counsel for the accused that the phone bill has been generated by the plaintiff after the incident. Further, the case plaintiff was unable to enter the password and open the phone at the time it was produced in the Court.

In the opinion of the court, it is possible that the alleged bill by case plaintiff may have been prepared in duplicate later in order to get his phone released from the court. It is possible that the phone bill of the plaintiff has been lost somewhere. In a case where the statement made by the accused himself, u/s 313Cr.P.C. that case plaintiff has left the phone and the said phone has been recovered from the possession of the accused after the incident, it cannot be said that the plaintiff has fabricated false evidence against the accused in trial. As far as the logic of not being able to open the phone and enter the password is there, the stated incident is of dated



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13.02.2021 and the alleged phone was presented before the court on 12.07.2022. It is possible that case plaintiff has forgotten password of his mobile phone. Except it, no one has claimed over the mobile phone presented in the court.

41. Therefore, on the basis of the above investigation/analysis, the prosecution succeeded in proving that the phone of the case plaintiff was taken on the day of the incident by the accused. Thus, the prosecution has been successful in proving the allegation u/s 392 IPC against the accused beyond reasonable doubt. As far as the question of section 411 I.P. is concerned. Section 411 IPC provides that whoever dishonestly receives any property stolen, knowing or having reason to believe that it is stolen property, shall be punished with imprisonment of either description for a term which may extend to three years shall be punished with fine or with both.
42. In the present case, the prosecution has been successful in proving the charge of Section 392 IPC against the accused and the stolen property was taken by the accused himself and has been recovered from his possession. Section 114 of the Indian Evidence Act is relevant in this regard. Which provides for the presumption that- A person who is in possession of stolen goods immediately after the theft, unless he could reason the possession of the goods either he is the thief or has received the stolen goods knowing it to be



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stolen. Stolen property is also included in the definition of stolen property under section 410 IPC. Since the charge of robbery against the accused has been proved by the prosecution. Therefore, the accused cannot be punished under Section 411 IPC. Thus, the prosecution has been successful in proving the allegations u/s 323,392,504,506 IPC against the accused beyond reasonable doubt. The accused shall be heard on the question of punishment. The documents should be presented after hearing the question of penalty.

(Sachin Kumar)

Date:01.08.2022

Judicial Magistrate (First Class)
Gangolihat

2:00 P.M. - Heard both the sides on the question of punishment. The prosecution prayed for maximum punishment for the accused. It was argued by the learned counsel for the accused that the accused is the sole earning member of the household and has no prior criminal antecedents. Therefore, please punish him with minimum sentence. The prosecution has been successful in proving the charge of the accused u/s 323,392,504,506 IPC beyond reasonable doubt. Accused has committed the crime of assault, abusing, threatening to implicate in false case and robbery. Under the facts and circumstances of the case, the intention of justice will be fulfilled if the accused is punished with the following punishment.

ORDER



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Convicted accused Deepak Kumar is punished with simple imprisonment for 06-06 months in each of the sections under section 323,504,506 IPC 1860.

(ii) Accused Deepak Kumar is sentenced to undergo rigorous imprisonment for a period of (two) years and fine of Rs.1,000/- (one thousand rupees).

(iii) Accused Deepak Kumar is acquitted u/s 411.

(iv) A copy of this decision should be provided free of cost to Deepak Kumar without any delay. All sentences will run concurrently. The period spent by the accused in jail shall be adjusted against it.

(v) Accused Deepak Kumar is out on bail in this case. The bail of the above accused is rejected and the sureties are discharged from their liabilities.

(vi) The accused was informed about his right of appeal. The accused has stated that he is submitting bail application for appeal. Therefore, the accused is released till the period of appeal under section 389 IPC. Released pending appeal. The amount of fine (one thousand rupees only) was deposited in the office by the accused.

(vii) The documents should be filed in the archives as per the rules.

Date:01.08.2022

(Sachin Kumar)
Judicial Magistrate (First Class)
Gangolihat


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उत्तराखण्ड UTTARAKHAND

L 108026

IMPLEMENTATION AGREEMENT

FOR

KHUTANI HYDRO POWER PROJECT (21.00 MW)

This Implementation Agreement (the Agreement) made on this 16th day of the month of July, 2014

BETWEEN

The Governor of the State of Uttarakhand through Dr. Uma Kant Pawar Secretary, Department of Energy, Government of Uttarakhand at Secretariat, 4, Subash Road, Dehradun – 248 001 (hereinafter referred to as Government which expression unless repugnant to the context or meaning thereof, shall include its successors, administrators or permitted assigns), of the FIRST PART;

AND

Khutani Power Company (P) Ltd. a Company registered under the Companies Act, 1956 having its Registered Office at 10, Community Center, IInd Floor, East of Kailash, New Delhi- 110065, (India) (hereinafter referred to as the Company) which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators or permitted assigns), through Shri. Santosh Thakur, Managing Director who has been duly authorized by the Company vides their resolution dated 13th July 2014 to execute the Agreement, of the SECOND PART

Handwritten signatures in blue ink, including a signature that appears to be 'Santosh Thakur'.

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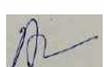
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Court Compound, Jhansi Dist.



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AND

M/s Shyama Power India Limited having its registered office at Naga Cottage, Circular Road, Dimapur-797 112, Nagaland (India), duly represented through its Authorized signatory Mr. Santosh Thakur, Managing Director in its capacity as the Confirming Party to this Agreement (hereinafter referred to as the "Successful Bidder" which expression shall, unless the context otherwise requires, include its successors) of the **THIRD PART**.

WHEREAS

- A. Uttarakhand Infrastructure Project Company is a Company promoted by Govt. of Uttarakhand and Infrastructure Leasing & Financial Services Limited on a 50:50 Joint venture basis with the objective of promoting infrastructure projects, including hydro power projects, in the State of Uttarakhand.
- B. UIPC had promoted the Company as a Special Purpose Vehicle for development and implementation of Khutani hydro electric project on the Sarju River, in Pithoragarh district of Uttarakhand.
- C. UIPC has carried out the necessary detailed investigations and confirmatory surveys, prepared and submitted the Detailed Project Report (DPR) for implementation of Project after having satisfied itself about the techno-economic viability of the Project and convinced that it can obtain all statutory clearances and approvals from the concerned authorities; and
- D. It has been resolved to undertake the implementation of the Hydro Power Project on a Built Own Operate and Transfer basis on a public private partnership model, in accordance with the terms and conditions to be set forth in this Implementation Agreement.
- E. Accordingly, Uttarakhand Jal Vidyut Nigam Limited on behalf of Government of Uttarakhand, vide its Request for Qualification /Proposal dated 27.02.2011 (hereinafter the 'RFP'), invited proposals from bidders for selection of a strategic partner for Designing, Engineering, Finance, Construction, Operation and Maintenance of the Project. After evaluating the proposals received in response to the RFP, Government of Uttarakhand has accepted the Proposal submitted by the Successful Bidder vide your financial proposal dated May 10, 2011 and its acceptance was communicated to it vide "Letter of Award" (LoA), requiring, interalia, the following:-
 - (a) Non-refundable and irrevocable payment of ₹ 14,266,000/- (₹ One Crore Forty two Lacs and sixty-six thousand only) to UIPC Pvt. Ltd. towards allocated project development expenses.
 - (b) Non-refundable and irrevocable payment of Development Premium amounting to ₹ 75,810,000/- (₹ Seven Crores Fifty eight Lacs and ten thousand only)
 - (c) Non-refundable and irrevocable payment of Upfront premium amounting to ₹ 77,175,000/- (₹ Seven crores, seventy one Lacs and seventy five thousand only.)
 - (d) Submission of an unconditional and irrevocable demand bank guarantee of ₹ 5,70,00,000.00 (₹ Five Crore and seventy Lacs. only) as Performance Security to the GoU.
- F. Pursuant to the Successful Bidder fulfilling the above mentioned prerequisites,


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the equity shareholding in the Company along with all the rights and responsibilities vested therein in, has been transferred to M/s Shyama Power India Limited, Naga Cottage, Circular Road, Dimapur-797 112, Nagaland (India), (successful bidder) for the Concession Period

- G. The Company is now desirous of undertaking the implementation of the Project in accordance with the conditions set forth in this Agreement.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS AND CONDITIONS SET FORTH HEREIN, THE AGREEMENT WITNESSETH AS FOLLOWS

ARTICLE I

DEFINITIONS & INTERPRETATIONS

1.1 DEFINITIONS

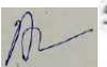
In this Agreement, the following words and expressions shall have the respective meanings set forth below, unless the context otherwise requires:

- 1.1.1 "Agreement" shall mean this Agreement together with all its annexure and any amendments thereto made in accordance with the provision contained herein.
- 1.1.2 "Agreement Period" shall have the meaning as specified in Article II.
- 1.1.3 "Applicable Laws" shall mean all laws, promulgated or brought into force and effect by Government of India or Government of Uttarakhand including regulations and rules made there under, and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect during the subsistence of this Agreement.
- 1.1.4 "Applicable Permits" shall mean all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Laws in connection with the design, engineering, financing, procurement, construction, operation and maintenance of the Project during the subsistence of this Agreement.
- 1.1.5 "Arbitration Act" means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof as in force from time to time.
- 1.1.6 "CEA/Authority" shall mean the Central Electricity Authority constituted under Subsection (i) of Section 70 of the Electricity Act, 2003 or its successors.
- 1.1.7 "Commercial Operation" shall mean the state of Unit/ Project when Unit/ Project is capable of delivering Active Power and Reactive Power on a regular basis after having successfully completed the commissioning tests as per Prudent Utility Practices.
- 1.1.8 "Commercial Operation Date (COD)" shall mean the date on which the Commercial Operation of Unit/ Project as the case may be is achieved by the Company.

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- 1.1.9 **"Company"** shall mean **Khutani Power Company (P) Ltd.**, a Company registered under Companies Act, 1956 having its Registered office at 10, Community Center, IInd Floor, East of Kailash, New Delhi- 110065, India and shall, unless repugnant to the context or meaning thereof, also include their successors, administrators or permitted assigns.
- 1.1.10 **"Concession Period"** is the period of 40 (Forty) years, for which the Concession is granted, commencing from the Date of signing of Implementation Agreement during which the Concessionaire is authorized to implement the project and to operate & maintain the project.
- 1.1.11 **"Contractor"** shall mean any person, firm or body corporate engaged by the Company for the implementation/ operation of the Project.
- 1.1.12 **"Control Center"** or **"State Load Dispatch Centre"** or **"SLDC"** shall mean the UPCL's Load Dispatch Centre located at Rishikesh or such other control center designated by UPCL/the State Government from time to time (but not more than one at a time) wherefrom Dispatch Instructions shall be issued by UPCL to the Company/Station. The Control center/ SLDC will work in close co-ordination with Northern Regional Load Dispatch Centre (NRLDC).
- 1.1.13 **"Debt"** shall mean the amount of any loan, non-convertible debenture or other financial facility, raised and received by the Company under the Financing Agreements, and actually expended (or to be expended) for the Project and which shall not be greater than the principal amount of debt specified in the applicable currency in the estimate of Project Cost as per the DPR.
- 1.1.14 **"Deliverable Energy"** shall mean the electrical energy generated at the Station, as measured at generator(s) terminals less the summation of the following:
- (i). Actual auxiliary consumption for the bonafide use of auxiliaries, lighting and ventilation in the Power Station and intake works and the transformation losses (from generation voltage to the transmission voltage) of the step up transformers at the power house switchyard;
 - (ii). Transmission losses at actuals, which shall be the difference of the electrical energy measured at sending and receiving ends of the transmission line (i.e., the station end and the interconnection point).
- For this purpose and subject to above, the energy meter reading shall be taken on monthly basis at the Inter Connection Point.
- 1.1.15 **"Dispatch"** means to schedule and control the generation of the Project in order to commence, increase, decrease or cease the electrical output as delivered to the Grid System in accordance with UPCL's instructions from the Control Centre in conformity with the Agreement and Prudent Utility Practices.
- 1.1.16 **"Dispatch Instruction"** shall mean an instruction issued by the Control Centre to the Company for the Dispatch of power by message to be confirmed in writing / fax by Control Centre in accordance with the operating procedure developed by the Parties to operate the Project in accordance with the terms of this Agreement, technical limits and Prudent Utility Practices including:

- (a) An instruction to target active/ reactive power output to be maintained by the Project;
 - (b) An instruction to synchronize or desynchronize a unit at a particular time;
 - (c) An instruction to defer or cancel a scheduled outage or maintenance outage;
 - (d) An instruction for backing down the active/ reactive power due to Grid conditions.
- 1.1.17 "Detailed Project Report" shall mean the approved Project Report submitted by the Company after carrying out necessary detailed investigations/confirmatory surveys
- 1.1.18 "Dispute" shall have the meaning as specified in Article XII.
- 1.1.19 "Effective Date" shall mean the date of signing of this Agreement.
- 1.1.20 "Equity" shall mean aggregate of all subscribed and paid up share capital of the Company in different currencies as converted to Rupees, by application of the procedure approved by the applicable Authority/ Government of India, as invested in the Project and held by one or more shareholders in the Company, which shall be in accordance with the financial plan.
- 1.1.21 "Financial Closure" shall mean the date on which the Financing Documents providing for funding by the Lenders have become effective and the Company has immediate access to such funding under the Financing Documents.
- 1.1.22 "Financing Documents" means the documents executed by the Company in respect of financial assistance to be provided by the Lenders by way of loans, guarantees, notes, debentures, bonds and other debt instruments, security Agreements, and other documents relating to the financing (including refinancing) of the Project and includes amendments or modifications made from time to time.
- 1.1.23 "Financing Package" means the financing package of the Project indicating the Project Cost and means of financing thereof as per the DPR.
- 1.1.24 "Force Majeure" shall have the meaning as ascribed thereto in Article IX.
- 1.1.25 "GoU/ Government" shall mean the Government of Uttarakhand
- 1.1.26 "GoI" shall mean the Government of India.
- 1.1.27 "Grid/ Grid System" means the interconnected electrical transmission and distribution system of the State of Uttarakhand including the Interconnection Facility and all other transmission lines and other equipment in the State of Uttarakhand on UPCL's side of the Interconnection point.
- 1.1.28 "Interconnection Facilities" shall mean all the facilities which shall include without limitation, switching equipment, communication, protection, control and metering devices etc. at the Interconnection Point(s) to be installed and maintained at the cost of the Company to enable evacuation of power output from the Project in accordance with this Agreement.

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- 1.1.29 "Interconnection Point(s)" shall mean the physical touch point at Sub-Station(s) of UPCL/ local grid/ rural power distribution entities where the Project's transmission line for evacuating the power from the Project is connected to the Grid/ Local Grid/ rural power distribution entities.
- 1.1.30 "Letter of Award" shall mean letter issued by GoU/ UIPC Pvt. Ltd. through which the Hydro Project is allocated to the successful bidder, subsequent to the bidding process vide letter no. 394/UIPC/Sarju/Bidding dated March 28, 2013.
- 1.1.31 "MOEF" shall mean Ministry of Environment & Forests, GoI or its successor authority/ agency.
- 1.1.32 "NRLDC" shall mean "Northern Regional Load Dispatch Centre" or its successor entity.
- 1.1.33 "Net Saleable Energy" means the electrical energy in Kwh, delivered by the Company at the Interconnection Point, less the Royalty Energy.
- 1.1.34 "Net Wheeled Energy" means the deliverable energy less the wheeling charges as applicable from time to time.
- 1.1.35 "Parties" shall refer to the Government of Uttarakhand and the Company collectively.
- 1.1.36 "Party" shall refer to the Government of Uttarakhand and /or the Company individually.
- 1.1.37 "Permanent Works" shall mean the permanent works forming part of the Project that are required to be constructed/ installed and maintained as such for the Implementation/ operation of the Project for at least the Agreement Period and shall also include housing facilities for staff to be engaged for operation and maintenance of the Project.
- 1.1.38 "Project" shall mean the Khutani Hydro Electric Project having an installed capacity of 21.00 MW and proposed to be established as "Run of the River" scheme on Sarju River, in the Pithoragarh District in the State of Uttarakhand, India with Full Reservoir Level (FRL) (maximum) as EL. 802.50m (above MSL) and Tail Water Level (TWL) (minimum) as EL. 740.00m (above MSL) , Dam-Longitude- N 29° 47'03", Lat.- E 79° 49'25" and Power House- Longitude- N 29° 44'46", Lat.- E 79° 50'41" including complete hydroelectric Power generating facility covering all components such as diversion, intake works, water conductor system, power station, generating units, transmission lines, project roads, bridges, offices, residential facilities, stores, guest houses, police station and other connected facilities including the Interconnection facilities.
- 1.1.39 "Prudent Utility Practices" shall mean those practices, methods; techniques and standards, as changed from time to time, that are generally accepted internationally by electric utilities for the purpose of ensuring safe, efficient and economic design, engineering, construction, commissioning, testing, operation and maintenance of various components of the Project of the type specified in this Agreement and which practices, methods and standards shall be adjusted as necessary to take into account:

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- (i) Installation, operation and maintenance guidelines recommended by the manufacturers of plant and equipment to be incorporated in the Project;
 - (ii) The requirements of Indian Law;
 - (iii) Conditions affecting the Grid System; and
 - (iv) Physical conditions at the Site.
- 1.1.40 "PTCUL" shall mean Power Transmission Corporation of Uttarakhand Ltd.
- 1.1.41 "Resident" shall mean a person who is having a valid photo ID card as issued by the Election Commission, Govt. of India.
- 1.1.42 "Royalty energy" shall have the metering set forth in Article IV.
- 1.1.43 "Scheduled Commercial Operation Date" shall mean the date by which the Company shall have achieved the Commercial Operation of the Project and shall be 54 months from the Effective Date.
- 1.1.44 "SPCB" means the State Pollution Control Board.
- 1.1.45 "Site" shall mean the site of Project appurtenances, generating plant including land, waterways, roads and any rights acquired or to be acquired by Company for the purposes of the Project.
- 1.1.46 "State" shall mean Uttarakhand.
- 1.1.47 "Station" shall mean the 21.00 MW Khutani SHP Station.
- 1.1.48 "Temporary Works" shall mean all temporary works any kind required in connection with the implementation of the Project and that is incidental and ancillary to the design, engineering and construction of the Project and are constructed/ installed and maintained till the Commercial Operation Date for the Project and not forming a part of Permanent Works.
- 1.1.49 "UERC" means Uttarakhand Electricity Regulatory Commission.
- 1.1.50 "UIPC" shall mean Uttarakhand Infrastructure Projects Company Pvt. Ltd.,
- 1.1.51 "UJVNL" means Uttarakhand Jal Vidyut Nigam Ltd. is the State's Nodal Agency for the development & monitoring of Hydro Power in the State of Uttarakhand.
- 1.1.52 "Unit" shall mean one hydro turbine generator including ancillary equipment and facilities.
- 1.1.53 "UPCL" means Uttarakhand Power Corporation Ltd.
- 1.1.54 "Villages" shall mean the villages existing around the Khutani Hydro Power Project as detailed in Schedule A.
- 1.1.55 "Works" shall mean all works of civil, electrical, mechanical, control and instrumentation in nature and including design, engineering, services suppliers and other work activities required and necessary for the implementation of the Project and shall also include the Permanent Works and Temporary Works.


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1.2 INTREPRETATIONS

In this Agreement, unless the context otherwise requires:

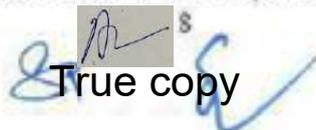
- 1.2.1 Any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder.
- 1.2.2 The references to persons and words denoting natural persons shall include bodies corporate and partnerships, joint ventures and Statutory and other authorities and entities.
- 1.2.3 The nomenclature of the Agreement, headings and paragraph numbers are for the convenience of reference and shall be ignored in construing or interpreting the Agreement.
- 1.2.4 Any reference at any time to any Agreement, deed, instrument, license or document of any description shall be construed as reference to that Agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference provided that this Clause shall not operate so as to increase the liability or obligations of any Party hereunder or pursuant hereto in any manner whatsoever.
- 1.2.5 Any reference at any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates.
- 1.2.6 Unless otherwise expressly provided in this Agreement, any Documentation required to be provided or furnished by the Company to Government and or UJVNL shall be provided free of cost and in three copies and if Government or UJVNL are required to return any such documentation with their comments and/ or approval, they shall be entitled to retain two copies thereof.
- 1.2.7 The words/ expressions used in this Agreement shall bear the same meaning as assigned to them in the context in which these have been used in this Agreement provided that their respective meaning, if any, assigned to such undefined word/expressions in the Electricity Act, 2003 shall also be taken into consideration for harmonious interpretation of the Agreement.

ARTICLE – II**TERMS OF THE AGREEMENT****2.1 Effectiveness**

The Agreement shall come into force with effect from the effective date.

2.2 Agreement Period

- 2.1 The Agreement shall remain in force up to a period of forty (40) years from the Effective Date (Agreement Period), unless terminated earlier in accordance with the provisions of this Agreement. This Agreement period shall include the period for the Financial Closure and Implementation of the Project and any

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delay/early commissioning of the Project shall not affect the Agreement Period.

2.3 Renewals

The Company may request the GOU for extension of the Agreement Period, at least one (1) year prior to the expiry of the Agreement period; the term of this Agreement could be extended on such terms and conditions as are mutually agreed between the Parties.

2.4 Transfer of Project

After the expiry of the Agreement Period, the Company along with the Project including its all assets and works shall be transferred to the GOU or its nominated agency for a consideration of Rs.1.00 Only (Rupee one only). However, the ownership of the Company shall automatically be transferred in favour of GoU or its nominated agency after the completion of Agreement Period. The Company would pass on all the material documents relating to consents and approvals, data, reports, books of accounts in its possession along with the project in a running condition to the GoU or its nominated agency

ARTICLE – III

PROJECT PREMIUM AND PROJECT DEVELOPMENT CHARGES

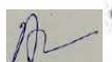
- 3.1** In Consideration of the GOU granting the right to the Company to design, engineer, finance, construct operate and maintain the Project for the Concession Period, An upfront Premium (premium payable upfront) for Khutani Project in Sarju valley, of ₹ 36.75 Lacs per MW (this includes the minimum threshold Premium payable to GoU @ ₹5.00 Lacs per MW) which is in addition to the reimbursement of allocated project development expenses and Development Premium. Total Payable Upfront premium $36.75 \times 21.00 = ₹ 771.75$ Lacs (₹Seven, crores Seventy one Lacs and seventy five thousand only).

ARTICLE- IV

SALE OF POWER AND ROYALTY ENERGY

4.1 Disposal of Power

- 4.1.1** UPCL will have the first right of purchase of power generated by the project. The Company shall dispose off power from the project, after allowing for Royalty Energy, in the following mode
- (i) Sell power to the UPCL, and such sales shall be governed by the PPA signed between UPCL and the Company as approved by the UERC.
 - (ii) The GoU will provide guarantee for the payments to be made by UPCL for such purchases.
 - (ii) If the Company and UPCL so desire then the PPA, if it is already signed may

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be treated canceled on their mutually agreeing and in such case the Company will be free to sell energy as per the "Policy for Harnessing Renewable Energy Sources in Uttarakhand with Private Sector / Community Participation - 2008" issued by the Government of Uttarakhand for projects upto 25 MW/ The Electricity Act, 2003.

- 4.1.2 The detailed terms and conditions for usage of UPCL's system for transfer of power up to the appropriate delivery point/ interstate point and/ or for sale of power by the Company to the UPCL, as the case may be, shall be incorporated in a separate Agreement to be executed by the Company with the UPCL.
- 4.1.3 All the sales of the energy generated by the Project would be approved, as may be required, by the UERC.
- 4.2 **Royalty Energy**
- 4.2.1 Royalty energy in the shape of free power to be supplied to the GOU shall be as per "Policy for Harnessing Renewable Energy Sources in Uttarakhand with Private Sector / Community Participation - 2008", and shall be as under:-
- (i) - No Royalty in the shape of free power shall be charged for the first fifteen (15) years after COD.
- (ii) - A royalty of 18% of Net Wheeled Energy or Deliverable Energy (supplied directly or using UPCL's system) shall be charged beyond the 15th year of operation after COD.
- 4.2.2 For computation of Royalty Energy, the Deliverable Energy shall be taken as the basis in cases of direct supply to the consumers, and Net Wheeled Energy shall be taken as the basis in case of transmission of power through the UPCL's system.
- 4.2.3 Modalities for providing the Royalty Energy shall be ensured and incorporated in the Power Purchase Agreement (PPA) between the Co. & UPCL/ PTCUL. In case no arrangement is agreed upon under the PPA between the Co. & UPCL/ PTCUL for providing Royalty Energy w. e. f COD, then the instruction/ direction/ decision of the GOU shall be final and binding on the Company. Provided that the backlog of Royalty Energy shall be compensated by the Company to GOU in accordance with the tariff of the project determined by UERC.
- 4.2.4 The Company shall pay the Electricity duty, as applicable from time to time, on the sale of power to the consumer or for captive use.





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ARTICLE V**OBLIGATIONS****5.1 Obligations of the Company****5.1.1 Financial closure**

- (i). The Company shall achieve the Financial Closure within 9 months from the Effective Date, including receipt of all statutory clearances and the legal /administrative/technical approvals for setting up the Project. It shall use all reasonable endeavors at its own cost to carry out the work necessary for obtaining statutory clearances/ approvals and for achieving Financial Closure. Upon occurrence of the Financial Closure, it shall, within 15days, notify to the GOU of the same. Failure to achieve Financial Closure within specified period shall result in termination of the Agreement.
- (ii). The Company shall submit to the GoU quarterly progress reports in respect of obtaining Statutory clearances/approvals and achieving Financial Closure of the Project. The Company shall also provide two copies each of the statutory clearances/approvals, as and when the same are obtained.
- (iii). The Company shall submit to the GOU two copies each of the Project related Agreements including in particular the Construction Contracts/ EPC Contract, if any, the Financing Documents and the O&M Contract, if any. The Company shall ensure that these Project related Agreement do not in any way hold the GOU liable to the Company or any Contractor in any manner whatsoever and shall be without prejudice to the rights of GOU hereunder.

5.1.2 Commercial Operation Date (COD)

The Company shall achieve COD of project (i.e. COD of last unit of project) within 54 months form the Effective Date.

5.1.3 Incentives for Early Commercial Operation of the Project

In case the commercial operation of the project is achieved prior to the Scheduled Commercial Operation Date, the incentives shall be as under:

Milestones	Incentives
One Year early completion of the Project	There shall be reduction of royalty energy @ 1% for one year after initial 15 years of operation (i.e., Royalty energy to be supplied for the 16th year shall be 17% instead of 18%)
Two years early completion of the Project	There shall be reduction of royalty energy @2% for two after initial 15 years of operation (i.e., Royalty energy to supplied for the 16th and 17th year shall be 16% instead of 18%)



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5.1.4 Disincentives for Delayed Commercial Operation of the Project.

In case of delay in the achievement of the COD, the Company shall be liable to pay Liquidated Damages to the GOU, which shall be an amount equal to Rs. 74,000/- per. day (Rs. Seventy Four thousand per day) for the period of delay. The Company may be given a grace period of 30 days after the scheduled COD. If the Company fails to achieve COD, even after the expiry of three year from the Scheduled Commercial Operation Date, the allotment of the project may be cancelled without any prejudice to the recovery of liquidated damages and the GOU shall be entitled to forfeit the performance security, submitted by the Successful Bidder.

Further, the delay in achievement of COD will not affect the Agreement period and thereby reduce the effective generation period for the Company. In case the project enjoys an exemption of royalty in the initial years, the duration of royalty exemption would be reduced by the period of delay.

As soon as the Liquidated Damages become applicable (w.r.f. Scheduled COD), the Company shall mandatorily start depositing the due amount of Liquidated Damages with Government on monthly basis, every month and positively before 7th day of the successive month up to the project COD. If the Company fails to discharge this obligation, the due amounts shall be recovered as arrears of land revenue.

5.1.5 Performance Security

For securing the performance of its obligations and of the terms and conditions hereof by the Company from the date hereof and until the achievement of Commercial Operations Date, the Selected Bidder/ Company has provided to GOU an unconditional and irrevocable bank guarantee for a sum of ₹ 570,00,000.00 (₹ Five Crore and Seventy Lacs. only), the form as set out in Annexure 'I' (the "Performance Security") of the RFQ cum RFP document.

- (a) In the event of the Company being in default of the due, faithful and punctual performance of its obligations under this Agreement or the terms and conditions hereof during the period of validity of the Performance Security and failing to remedy such default within the relevant cure period or owing any sums to GOU under this Agreement or in the event of there being any claims or demands whatsoever, whether liquidated or which may at any time be made or have been made on behalf of GOU for or against the Company/Selected Bidder under this Agreement or against GOU in respect of this Agreement, GOU shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to call in, forfeit, encash and appropriate the relevant or delinquent amounts from the Performance Security as damages for such default, dues, demands or claims.
- (b) The decision of GOU as to any breach/delay having been committed, liability accrued or loss or damage caused or suffered shall be conclusive, absolute and binding on the Company/Preferred Bidder. The Company/Preferred Bidder specifically confirms and agrees that no proof of any amount of liability accrued or loss or damages caused or

suffered by Company under this Agreement is required to be provided in connection with any demand made by GOU to recover such compensation through encashment of the Performance Security under this Agreement and that no document or any action shall be required other than GOU's written demand in this behalf.

- (c) In the event of encashment of the Performance Security by GOU, in full or part, the Selected Bidder shall within 30 (thirty) days of receipt of the encashment notice from GOU provide a fresh Performance Security or replenish the existing Performance Security, as the case may be. The provisions of this Article V shall apply mutatis mutandis to such fresh Performance Security.
- (d) **Release of Performance Security**
Subject to the provisions hereof, GOU shall return/refund the Performance Security to the Selected Bidder/ Company within 30 days of the commercial operation of the project, provided that there are no outstanding claims of GOU on the Selected Bidder/Company and the Selected Bidder /Company is not in Material Breach of this Agreement.

5.1.6 Monitoring, Quality Assurance and Supervision of the Project

- (i) The Company shall furnish to the GoU and UJVNL, Quarterly Progress Report (QPR) of actual progress of the construction works Comprised in the Project and shall give all such other relevant information as may be required by the Government and or UJVNL. These QPRs must be supported with the digital photographs and videography in conformity to the progress achieved for covering the construction of the Project in that quarter. The QPRs shall be ensured with the delivery to the GoU not later than fifteen days after the close of each quarter.
- (ii) GoU /UJVNL may inspect the construction works and the Project. The Company shall, at all times, afford access to the Site to the authorized representative of the GoU /UJVNL and to the person duly authorized by any Governmental Agency having jurisdiction over the project, including those concerned with safety, security or environmental protection to inspect the Project Site and to investigate any matter with their authority and upon reasonable notice, the Company shall provide to such persons reasonable assistance/ necessary information to carry out their respective duties and functions with minimum disruption to the construction, operation and maintenance of the Project consistent with the purpose for which such persons have gained such access to the site.
- (iii) Quality Assurance of the project is the sole responsibility of Company. However GoU/ UJVNL shall have free access to the Quality Check Reports (to be submitted with QPRs every quarter) and shall have options to witness/ verify/ check the quality of works, equipment's etc., if necessary.

5.1.7 Rights and Title Over the Site

- (i) The Company shall have exclusive rights to the use of the Site in accordance with the provisions of the Agreement and for this purpose it may regulate the entry and use of the Project by third parties.

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- (ii) The Company shall not sublet any part or the whole of the Site save and except as may be expressly set forth in the Agreement, provided however that nothing contained herein shall be construed or interpreted as restricting the right of the Company to appoint contractors for the performance of its obligations hereunder including for operation and maintenance of all or any part of the Project including the Project Facilities.

5.1.8 Execution of Upstream and Downstream Projects

The Company shall have no claim on any Project upstream and downstream of the 21.00 MW Khutani Hydro Electric Project.

5.1.9 Rehabilitation and Resettlement Plan

- (i) The Company shall execute the Rehabilitation and Resettlement Plan prepared in consultation with the Government, at its own cost and the cost so incurred shall form part of the Project Cost. The benefits to the project affected families shall be as per Uttarakhand Government's "Hydro Electric Projects Rehabilitation and Resettlement Policy- 2013" and Government of India's "The National Rehabilitation and Resettlement Policy – 2007" issued by Government of India or / and any other Policy issued by Government of Uttarakhand in this regard.
- (ii) Unless an officer is specifically appointed by Government, the Administrator for R&R scheme, related to the project, shall be the District Collector (District Magistrate) of the district wherein the power house of the project is located. The Administrator shall evolve and implement the R&R plan related to the project under the provisions of applicable R&R policy and in close coordination and interaction with the affected families and the Government and shall also constitute the R&R Committee or other committee if the project involves involuntary displacement of ten or more families/ Villages.
- (iii) The work at the project site shall be commenced by the Company only after the execution of R&R scheme is started by Company and permission to start work at site is given by the Administrator.

5.1.10 Safety Measures

The Company shall ensure proper safety measures during implementation of the Project including any geological study, construction and testing at the Site. The Government shall have the right to institute an appropriate mechanism to ensure compliance by the Company in this regard.

5.1.11 Alternative Facilities

In case any existing facilities including, but not limited to, irrigation systems, water supplies, roads, bridges, buildings, communication system(s), power systems and water mills are adversely affected because of the implementation of the Project, the Company shall be responsible for taking remedial measures to mitigate such adverse effect. The cost of the above remedial measures shall become a part of the Project Cost. Such facilities shall be as mutually identified and agreed upon between the Company and the GoU. The Company shall not

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interfere with any of the existing facilities till an alternate facility, as identified, is created. This shall also be implemented through the Administrator appointed for the R&R policy.

The Company will offer facilities such as up gradation of school, road, water mill, dispensary near the Project site etc.

5.1.12 Compensatory Afforestation

The Company shall pay to the GoU / State Forest Department the cost of raising compensatory Afforestation and its maintenance for a period and the extent of area, as may be determined by Ministry of Environment and Forests (MoEF), Govt.

5.1.13 Catchment Area Treatment Plans

The Company shall make suitable financial provisions in the Project cost for the catchment area treatment plans, as may be determined by the MOEF, Govt / State Forest Department. The cost involved on this account shall be paid by the Company to the Forest Department of the GoU as per the Forest and Environment clearance accorded by the Govt / GoU and CAT Plan prepared by the State Forest Department.

5.1.14 Environment Impact Assessment

The Company shall be liable to comply with the guide lines as are required under the Environmental (Protection) Act, 1986 and shall comply by the conditions imposed by the State Pollution Control Board (SPCB) under the Water (Prevention and Control Pollution) act, 1974 or any other environment law(s) as may be applicable.

5.1.15 Maintaining Ecological Balance

The Company shall be responsible for maintaining the ecological balance by preventing deforestation, water pollution and defacement of natural landscape in the vicinity of Works. The Company shall take all reasonable measures to prevent any unnecessary destruction, scaring or defacement of the natural surroundings in the vicinity of the Construction/ Physical Works. The Company shall have to follow the stipulations imposed by the Govt. of India, MoEF & the State Govt. after diversion of the forest land.

5.1.16 Ensuring Flow of Water

The Company shall ensure such minimum flow of water immediately downstream of the weir/barrage/dam for downstream requirements as specified in the environment clearance issued by the Govt or as may be directed by the GoU / State Pollution Control Board in this regard or any other Guide lines that are issued in future.

5.1.17 Protection of Pisciculture

The Company shall take appropriate steps, as may be required, for protection of fish culture as per environmental requirements. The Company shall enter into a separate Agreement on protection fish culture with the Government if it is

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considered necessary by the fisheries department of the Government.

5.1.18 Fishing, Recreational and Navigational Rights

The fishing, recreational and navigational rights in the river, water, channels, reservoirs, lakes shall remain vested in the Government subject only to such restrictions as may be necessary for the operational requirements, safety and security of the Project.

5.1.19 Dumping of Excavated Material

- (i) The Company shall ensure that the material excavated from the site is dumped in the already identified and acquired muck disposal areas only. In no case the muck shall be disposed off in the stream or its surroundings except in the permitted muck disposal area. Proper markings, sign boards to the identified area for muck disposal shall be provided by the Company. Guide lines of MOEF/SPCB shall be strictly followed for dumping of the excavated material.
- (ii) The muck disposal area involving Government land shall not be used by the Company for any other purpose and after the requirement of such muck disposal area is over but positively before COD of project, the muck disposal area land, taken on lease from GoU, shall be reclaimed, developed and thereafter returned to GoU by the Company.

5.1.20 Use of Facilities

Subject to availability, security, safety, law and order and operational factors being met, the Company shall permit free use, by the GoU and the general public, of all service roads constructed and maintained by it for the Project after the Project has been commissioned.

5.1.21 Usage of Land

The Company shall ensure that the Project Site is used only for the Project. The land taken on lease from GoU for Temporary Works shall be returned to Government within one year of COD of project after suitable reclamation/dressing.

5.1.22 Archaeological Findings, Treasures etc.,

During the implementation of the Project, in case any object of archaeological importance is found by the Company or by way of any of its employees/ Contractors, the Company shall arrange to hand over the same to the Government free of cost, provided that, in case any precious or semi-precious material is located, the Company shall inform the Government immediately and abide by the directives of the Government.

5.1.23 Trees in the Land transferred to the Company

The trees standing on the forest land transferred to the Company shall be felled only if deemed necessary by Uttarakhand Forest Development Corporation. If any tree/trees is damaged in the execution of the Project, the Company shall have to pay the cost of tree/trees to the Forest Department of the State at the market price.

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5.1.24 Promoters' Equity in the Company

The Company shall be permitted to incorporate a new public/ private limited Company for the implementation of the Project with its Registered Office within Uttarakhand (hereinafter the 'SPV'). All rights and obligations under this Agreement shall thereafter be transferred to the new Company.

Unless otherwise permitted by the GoU, the aggregate equity contribution of the Company/ Successful Bidder, in the SPV, shall not be less than 51% (fifty one percent) during the Construction Period and until 2 (two) years following the commencement of Commercial Operations.

5.2 Obligations of the Government

5.2.1 Assistance in obtaining Clearances

The Government, on request, shall assist the Company in obtaining the various Statutory Clearances and approvals required for the implementation of the Project, from various competent authorities of the State Government/ Central Government. The responsibility of obtaining these approvals/ clearances shall, however, rest with the Company only.

5.2.2 Use of Materials

The Government shall permit the Company, in accordance with the Law to collect and use boulders, stones, shingles, limestone and other building materials, except precious and semi-precious materials, from the river beds, and/ or from the land acquired for or transferred to or leased out to the Company for the Project on payment of royalty in accordance with the Government rules/rates in force from time to time. The approval for quarry site on forest land shall be obtained by the Company from the Central Government under Forest Conversation Act, 1980.

5.2.3 Acquisition and transfer of Land

- (i) On request of Company, the Government may assist in acquisition of private lands within the State of Uttarakhand as may be required by the Company for construction, operation and maintenance of the Project (Acquired Land). The Company shall also be allowed to acquire such land through direct negotiations with the owners in accordance with prevailing laws, rules and regulations in the State. In case the land is owned by the GoU, it shall be leased out to the Company as per applicable laws.
- (ii) The Government, on request, shall provide necessary assistance to the Company in obtaining permission of the competent Authority for the removal of trees standing on the Acquired Land and on the Government lands which in its reasonable opinion are required to be felled or removed for the implementation of the Project. However the cost of such trees and removal of these shall have to be borne by the Company.

5.2.4 Lease of land for Permanent Works

Upon the request of the Company and subject to the provisions of laws in force, GoU shall, on such terms and conditions and rates prescribed by the Government from time to time, provide on a long term lease, the Government


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land required for Permanent works, as may be necessary for the construction, operation and maintenance of the Project.

5.2.5 Lease of land for Temporary Works

Upon the request of the Company and subject to the provisions of laws in force, the GoU shall provide, on such terms and conditions and rates as may be prescribed by the Government from time to time, on a short term lease for a period not exceeding six (6) years, such Government land required for temporary works, as is considered reasonably necessary by the GoU. Such land taken on lease from Government for Temporary Works shall be returned to Government within one year of COD of project after suitable reclamation/dressing.

5.2.6 Up-gradation of Roads and Bridges

GoU shall, at the request and cost of the Company, construct, widen and strengthen such roads or bridges within the State of Uttarakhand, as are considered reasonably necessary by the GoU for the successful implementation of the Project. The GoU may permit the Company to construct roads, bridges, culverts as considered necessary for the Project in the Project lands. The GoU may also permit the Company to construct roads, bridges, culverts as are considered reasonably necessary by the GoU in the interest of the Project on a case to-case basis.

5.2.7 Evacuation of Power

The GoU shall provide necessary assistance to the Company in tying up the transmission systems for evacuation of power from the Project out of Uttarakhand through the transmission system of the UPCL.

5.2.8 Upstream/Downstream Projects

The Government shall be entitled to survey, investigate and implement any river valley power generation scheme upstream or downstream of the Project.

5.2.9 Mortgaging of Land

As per Government of India, MoEF order no 11-10/2001 – FC dated 01.05.2001, the forest land cannot be mortgaged or assigned or leased out by the Project Authorities to any other agency. If required, and at the request of the Company, the Govt. of Uttarakhand may provide, for the purpose of facilitating financial closure of the Project, suitable undertaking for forest land and mortgage facility in respect on non forest land in favour of the lenders providing financial assistance to the Project.

5.2.10 Levies, Taxes and Charges

No entry tax will be levied by the GoU on the Power generation/transmission equipment and building material for the Project.

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ARTICLE VIPLANT OPERATION AND MAINTENANCE

- 6.1 Subject to the Provisions of the Agreement, the Company shall operate and maintain, and if required, effect improvement (within the overall scope of the Project Implementation) in the Project in accordance with:
- (i) Prudent Utility Practices
 - (ii) All applicable laws and directive;
 - (iii) The Manuals, instructions, manufacturer's guidelines, supplied by construction contractors, manufacturers of equipment's / suppliers etc.
 - (iv) The Grid Code
 - (v) Dispatch instructions; and
 - (vi) Rated capacity subject to normal derating/deterioration
- 6.2 The Company shall ensure that the Project assets are maintained in a condition that would ensure a residual life of the Project at the rated capacity for at least 30 (thirty) years at any point of time. During the 10th, 20th, 30th, and 40th years of operations, as well the last year of the Agreement Period, the Government or one of its appointed agencies would carry out a mandatory inspection of the Project to ensure that the Project assets are maintained to the required standards to ensure the specified generation capability and residual life of the plant.
- 6.3 If such inspections find that the plant capacity and /or life are being undermined by inadequate maintenance, the GoU shall be entitled to seek remedial measures from the Company. If the Company fails to remedy the same, the GoU shall have the right to terminate the Agreement and pay compensation as per Clause 11.4.2 (iv).
- 6.4 The project / units shall be capable of meeting the load dispatch requirements. The Company shall follow the directives of the Control Centre /SLDC/ NRLDC in the interest of integrated Grid Operation.
- 6.5 Any Dispute with reference to the directive of the Control Centre/ NRLDC shall be referred to CEA /CERC whose decision in such a matter shall be final. Pending the decision of CEA / CERC, Control Center's / NRLDC's directives shall prevail in the interest of smooth operation of grid.

ARTICLE VIIREPRESENTATION AND WARRANTIES**7.1 Representations and Warranties of the Company**

The Company represents and warrants that as of the date hereof:

- (a) The Company is a Company duly registered and validly existing under laws of India and has all requisite legal power and authority to execute this Agreement and carry out terms, conditions and provisions hereof;

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- (b) It has the financial standing and capacity to undertake the Project;
- (c) It is subject to civil and commercial laws of India with respect to this Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- (d) It has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect on its financial condition or its ability to perform its obligations and duties under this Agreement;
- (e) There are no actions, suits or proceedings pending or, to the Company's knowledge, threatened, against or affecting the Company before any Court or administrative body or arbitral tribunal that might materially or adversely affect the ability of the Company to meet and carry out its obligations under this Agreement;
- (f) The Company has duly paid all rents, royalties and all public demands, including provident and all other taxes and revenues due and outstanding and that no attachments or warrants have been served on the Company in respect of sales tax, income tax, Government/GoI Revenue and other taxes;
- (g) The execution and delivery by the Company of this Agreement has been duly authorized by all requisite corporate or partnership action, and will not contravene any provision of, or constitute a default under any other Agreement or instrument to which it is a party or by which it or its property may be bound; and
- (h) No representation or warranty by the Company contained herein or in any other document furnished by it to, or to any Governmental Agency in relation to clearances and approvals contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading.

7.2 Representations and Warranties of the Government

- (a) The Government is validly existing under the Laws of India and has all requisite legal power and authority to execute this Agreement and to carry out terms, conditions and provisions hereof; and
- (b) The Execution and delivery of this Agreement by the Government, does not violate the provision of any existing law or notification or regulation or order or decree of any court, Governmental Authority, or agency or of any contract, undertaking or Agreement, to which the Government is a party or which is binding on Government and any of the above does not result in the imposition or creation of any lien, charge or encumbrance on the assets of the Company or part thereof.

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ARTICLE VIIIUNDERTAKINGS**8.1 Undertakings of the Company**

The Company hereby covenants to and agrees with the Government to:

- (a) Make all efforts to collect required information and file necessary applications to the concerned authorities for obtaining the statutory clearances and approvals.
- (b) Use all reasonable efforts to obtain financing for construction and operation of the Project as contemplated in this Agreement;
- (c) Use all reasonable efforts to negotiate and execute financing documents in accordance with the terms and provisions Agreement;
- (d) Work with and co-operate in good faith with the Government with respect to all of the Governments obligations and rights hereunder;
- (e) Use all reasonable efforts to obtain all Governmental Authorizations/ applicable Permits;
- (f) Engage advisors, representatives and experts as are experienced in the development, construction and financing of power stations similar to the Project;
- (g) Design, construct and complete the Project in a good workman-like manner, only with the materials and equipment that are new and of international utility – grade quality, in such a manner that useful life of the Project will be at least equal to the terms of this Agreement and in accordance with
 - i. All applicable laws, rules, regulations, permits and licenses; and
 - ii. Sound engineering and construction practices, and prudent utility practices.
- (h) Engage contractors of repute that are internationally/ nationally recognized and that have significant experience in engineering, procurement and construction of hydel power generating stations of similar capacities;
- (i) Operate and maintain the Project in accordance with the despatch instructions and prudent utility practices;
- (j) Provide GoU / UJVNL with copies of all publicity filed financial statements and reports;
- (k) Pay all amounts due to the government (including penalty) in accordance with the provisions of this Agreement;
- (l) Make arrangements at Company's cost for the laying lines of appropriate voltage for connectivity to the nearest grid sub-station including interconnection facility in consultation with UPCL so that these facilities are completed before the scheduled COD of the Project. The grid sub-station for inter-connection facility and technical specification of laying of lines for evacuation of power generated as well as inter-connection facility shall be determined by UPCL;
- (m) At the end of the Term of this Agreement, transfer the Project in good working condition to the Government as per provisions of this Agreement; and
- (n) Not to transfer/dispose off or otherwise alienate any asset of the Company without prior approval of the Government.

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8.2 Undertakings of the Government

The Government hereby covenants to and agrees with the Company to:

- (a). Provide such assistance and support as the Company may reasonably require in identifying and preparing the applications for Governmental authorizations and in interfacing with Governmental Authorities in connection with obtaining the same for the construction, completion and operation of the Project
- (b). Provide through UPCL adequate construction power, subject to availability, to the Project work site at the cost of the Company. For availing of the construction power at the project site, the Company shall enter into an Agreement with UPCL and shall pay to UPCL all charges as per the UPCL's condition of supply and the tariff applicable from time to time. The Government shall not be liable to pay any damages/ compensation to the Company in the event of non-supply of construction power beyond UPCL's control;
- (c). Provide through UPCL arrangements to evacuate generated power beyond interconnection point, subject to availability of capacity in UPCL grid system at the cost of the Company. For evacuation of power beyond inter-connection point, the Company shall enter into an Agreement with UPCL and shall pay to UPCL wheeling charges (for entire concession Period) amounting to 10% of net energy supplied at the inter-connection point or as may be determined by Uttarakhand Electricity Regulatory Commission (UERC) from time to time. The Govt. shall not be liable to pay any damages/ compensation to the Company in the event on non evacuation of generated power beyond UPCL's control and
- (d). Work with and co-operate in good faith with the Company with respect to all of Company's obligations and rights hereunder;

ARTICLE IX**FORCE MAJEURE**

9.1 Force Majeure shall mean any event or circumstance or combination of events or circumstances that wholly or partly prevent or unavoidably delay the Party claiming Force Majeure (hereinafter referred to as the "Affected Party") in the performance of its obligations under this Agreement and which act or event:

- (i). is beyond the reasonable control of and not arising out of the fault of the Affected Party;
- (ii). the Affected Party has been unable to prevent by the exercise of due diligence and reasonable efforts, skill and care, including through expenditure of reasonable sums of money; and

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(iii) has a materially adverse effect on the Project.

Such events may include acts of Government/Gol either in its sovereign or its contractual capacity, war, civil war, insurrection, riots, revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes, radioactivity and earthquakes.

9.2 Upon the occurrence of any Force Majeure

- (a) there shall be no termination except as provided in Article XI;
- (b) the date for achieving the specific obligations shall be extended by the period for which such Force Majeure event shall subsist and the Agreement Period shall be extended accordingly ; &
- (c) the parties shall bear their respective costs and no Party shall be required to pay to the other party any costs arising out of any Force Majeure Event.

9.3 Obligations

The Parties shall discharge the following obligations in relation to the occurrence of a Force Majeure Event:

- (a) The Affected party shall not claim any relief for or in respect of a Force Majeure event unless it shall have notified the other Party in writing of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event within 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence and the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under the Agreement.
- (b) Any notice pursuant to the above Clause 9.3 (a) shall include full particulars of:
 - (i). The nature and extent of each Force Majeure Event which is subject of any claim for relief under this Article with evidence in support thereof;
 - (ii). The estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under the Agreement;
 - (iii). The measures which the Affected party is taking or proposes to take, to alleviate the impact of such Force Majeure Event; and
 - (iv). Any other information relevant to the Affected Party's claim.
- (c) For so long as the Affected Party continues to claim to be affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than fortnightly) written reports containing information as required by Clause 9.3 (b) and such other information as the other Party may reasonably request the Affected Party to provide.
- (d) The Parties shall co-operate and negotiate in good faith and will develop implementation plan of remedial and reasonable alternative measures to remove/remedy Force Majeure event to enable the Performance of the Affected Party provided, however, that no party shall be required under this provision to settle strike or other labour dispute.
- (e) In case of any Party not willing to implement the plan of remedial and

reasonable alternative measures to remove/ remedy the Force Majeure event, it shall be construed as a default of such Party and then relevant provisions of Article XI shall apply.

- (f) Upon the occurrence and during the subsistence of any Force Majeure event, none of the parties shall be relieved of their liabilities/ obligations including liability for payments as per the Agreement.
- (g) If the Affected Party is rendered wholly or partially unable to perform its obligations under the Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event provided that:
 - (i) The suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by Force Majeure Event;
 - (ii) The Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and
 - (iii) When the Affected Party is able to resume performance of its obligations under the Agreement, it shall give to the Other Party written notice to that effect and shall promptly resume performance of its obligations.

ARTICLE X

EVENTS OF DEFAULT

10.1 Government Event of Default

The Occurrence of and continuation of any of the following events shall constitute "Government Event of Default" unless such an event occurs as a result of a Company default, as defined in Clause 10.2 :

- (i). Government repudiates this Agreement or otherwise evidences an intention not to perform its obligations under, or to be bound by, this Agreement;
- (ii). The material breach by Government of any term of this Agreement other than with respect to sub-Clause (i) above and
- (iii). Government assigns all or part of its rights or transfers its obligations under this Agreement in violation of any of the provisions of this Agreement.

10.2 Company Event of Default

The occurrence of and continuation of any of the following events shall constitute "Company Event of Default" unless such an event occurs as a result of a Government default, as defined in Clause 10.1;



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- (i). The Company repudiates this Agreement or otherwise evidences an intention not to perform its obligations under, or to be bound by, this Agreement;
- (ii). The Company fails to make payments in respect of its obligations under the Agreement for more than 90 days;
- (iii). The Company assigns all or part of its rights or transfers its obligations under this Agreement in violation of any of the provisions of this Agreement;
- (iv). The Company abandons the implementation of the Project including withdrawing all, or a substantial number of personnel from the Site for reasons other than Force Majeure for continuous period of more than ninety days, provided that the Company shall not be deemed to have abandoned the Project so long as in the reasonable opinion of the Government, it is using its best efforts to regain control or to restart construction or operation of the Project as the case may be;
- (v). The transfer (a) pursuant to law of either the Company rights and / or its obligations under this Agreement or all or a substantial portion of the Company's assets or undertakings; or (b) the dissolution of the Company pursuant to law including, by way of merger or consolidation, liquidation and reconstitution or reorganization unless
- (vi). The transferee or successor of the Company expressly assumes the obligations of the Company under this Agreement and
 - (a) the transferee or successor in interest of the Company has a credit worthiness, in the reasonable opinion of the Government, at least equal to that of the Company and is otherwise fully capable of performing obligations of the Company under this Agreement;
- (vii). The project assets are not maintained in a proper condition pursuant to Clause 6.2 and 6.3 of the Agreement.
- (viii). The material breach by the Company of any terms of this Agreement other than with respect to sub-Clauses (i) and (ii) of Clause 10.2 above.

10.3 Cure Period

- (i). Upon the occurrence of a Default by a Party (Defaulting Party) pursuant to Clauses 10.1 or 10.2, the other party (Non-defaulting Party) has a right to issue a Notice of Default specifying in reasonable detail the Event of Default giving rise to the Notice of Default.
- (ii). On a receipt of the Notice of Default, the Defaulting Party shall take immediate steps to cure such a default within a period of ninety days from the receipt of the Notice of Default with due notice to the Non-defaulting Party of steps taken by its to cure the above default.
- (iii). In the event the reasons leading to the Default have been cured to the reasonable satisfaction of the Non-defaulting Party within Ninety days from the date of receipt of Notice of Default, the Notice of Default shall cease to have any effect.
- (iv). In event the Defaulting Party is unable to cure the Default to the reasonable satisfaction of the Non-defaulting Party is unable to cure the Default within the Period specified in sub-Clause 10.3 (ii) above, the provisions of Clause 10.4 or 10.5, as the case may be, shall apply.





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10.4 Remedies Available to the Company

Upon the occurrence and continuation of a Government Event of Default under Clause 10.1 above, and failure by the Government to cure such a default within the applicable cure periods, if any, specified in Clause 10.3, the Company shall have the right to terminate this Agreement by notice to the Government in accordance with the procedures set forth in Article XI.

10.5 Remedies Available to the Government

Upon the occurrence and continuation of a Company Event of Default under Clause 10.2 above, and failure by the Company to cure such a default within the applicable cure periods, if any, specified in Clause 10.3, the Government shall have the right to terminate this Agreement by notice to the Company in accordance with the procedures set forth in Article XI.

ARTICLE XI**TERMINATION AND TAKING OVER OF THE PROJECT****11.1 Termination****11.1.1 Notice of Termination**

This Agreement may be terminated on serving a thirty days of notice (Notice of Termination) by:

- (i). The Company, in case of a Government Event of Default pursuant to Clause 10.4;
- (ii). The Government, in case of a Company Event of Default pursuant to Clause 10.5;
- (iii). The Government, in case the Company fails to cause Financial Closure to occur on or before nine (9) months from the Effective Date;
- (iv). Either Party, notwithstanding anything contained in Article IX, if either Party is unable to perform any obligations required to be performed under this Agreement due to Force Majeure for a continuous period of 6 months; and
- (v). The Company, in the event of enactment of any law or regulation or any subsequent act of any Governmental Authority which makes the performance of this Agreement impossible for any Party. However, any requirement which could be met by additional monies would not render the Agreement as one, whose performance is impossible.

- 11.1.2** On the expiry of the Notice of Termination, the Party which served the Notice of Termination shall be entitled to terminate this Agreement under intimation to the other party, unless the event leading to the Notice of Termination has been rectified or complied with to the satisfaction of the Party which issued the Notice of Termination. In case of termination of the Agreement by the GoU, the premium paid by the developer shall stand forfeited in the favour of the GoU.

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11.2 Termination of the Agreement shall be without prejudice to the accrued rights and liabilities of the parties, as on the date of termination, unless waived in writing by the parties.

11.3 In the event if this Agreement is terminated prior to the start of the Construction of the Project, all rights of the Company with regard to the project shall revert back to the Government.

11.4 Buy Out and Take Over

11.4.1 Buyout Events

For the purpose of this Agreement, a Buyout Event, shall be the occurrence of the termination as per the Clause 11.1.2 as a result of the Notice of Termination issued pursuant to Clause 11.1.1 (i), (ii), (iv) and (v).

11.4.2 Buyout Price

As a result of the Notice of Termination issued pursuant to Clause 11.1.1 (i), (ii), (iv), or (v), the buyout price for the Project shall be as under:

- (i). If the Buyout event occurs after the commencement of construction but prior to the Commercial Operation of the Project, the Government shall take over the Project from the Company, for a consideration equivalent to 75% of the Realizable Value of Assets, or the Historical Depreciated Cost of the Project, whichever is lower, but at least equivalent to the Debt incurred and actually utilized on the Project by the Company and outstanding on the Date of Termination. The Buyout Price shall be determined by an independent registered valuation firm/valuer appointed by the Government
- (ii). If the Buyout event occurs subsequent to Commercial Operation of the Project, the Government shall take over the Project from the Company, for a consideration equivalent to the Realizable Value of Assets, or Historical Depreciated Cost of the Project, whichever is lower, but at least equivalent to the Debt incurred and actually utilized on the Project by the Company and outstanding on the Date of Termination.

The Buyout Price shall be determined by an independent registered valuation firm/ valuer appointed by the Government.

- (iii). If the Buyout event is pursuant to Clause 11.1.1(ii) or 1.1.1.1 (iv), the Government shall have the first option to take over the project from the Company on the mutually agreed price. The Government shall exercise this option within 120 days; In the event Government does not exercise the option, the Company shall be free to sell the project to a third party for the balance of the Agreement period provided that third party assumes all the obligation of the Company under this Agreement.

- (iv). If the Buyout occurs consequent to Clause 10.2 (vi), the Buyout price shall be based on estimated net cash flows to equity shareholders for the next ten years or residual period of Agreement, whichever is lesser, discounted at a suitable rate. Both the estimate of cash flow as well as the discount rate would be approved by the UERC which shall also factor the cost of

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refurbishment, renovation, repairs, etc. required to bring the project assets to the Standards specified.

11.4.3 Take Over of the Project

As a result of the Notice of Termination issued pursuant to Clause 11.1.1(iii), the Project shall be taken over by the Government and the Agreement shall stand terminated; the Government shall not be liable to pay any compensation thereof to the Company. The premium paid and the security provided to the government by the Company shall be forfeited in such case of termination.

- 11.4.4 In the Buyout event as mentioned in Clause 11.4.1, 11.4.2 (iv) and other events, the first right of refusal shall be with the GoU and in case the GoU does not exercise the right then only the condition of Buyout shall be applicable.

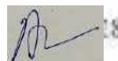
ARTICLE XII

RESOLUTION OF DISPUTES

12.1 Good Faith Negotiations

In event of a dispute, disagreement or difference (a "Dispute"), arising out of or relating to the Agreement between the parties in respect of which a procedure for the resolution of the Dispute is not otherwise provided for in the Agreement, the following provisions shall apply:

- (a). Either party shall give to the other a written notice setting out the material particulars of the Disputes and requiring an authorized Senior Executive Officer each from the Government and the Company, to meet personally at Dehradun, Uttarakhand, India or at any other mutually agreed place within 20 (twenty) working days of the date of receipt of such notice by the relevant party to attempt, in good faith, negotiation and using their best endeavours at all time to resolve the Disputes; and
- (b). If the Dispute is not resolved as evidenced by the terms of the settlement being reduced to writing and signed by the Senior Executive Officers of both the Parties within 30 (thirty) working days after the date of receipt of the Notice described in Clause 12.1 (a), the Provisions of Clause 12.2 shall apply, unless the above period is mutually extended.
- (c). The Chief Executive Officers of both the Parties shall meet at Dehradun or at any other mutually agreed place within 30 (thirty) working days after the expiry of period as mentioned in Clause 12.1 (b), to attempt, in good faith negotiations and using their best endeavors at all times to resolve the Dispute within a further period of 30 (thirty) days and if the Dispute is still not resolved as evidenced by the terms of the settlement being reduced to writing and signed by both the Chief Executive Officers, the Provisions of the Clause 12.2 shall apply, unless the said period is mutually extended.


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12.2 Arbitration

- (a) Except as otherwise provided in this Agreement, all disputes arising out of or relating to this Agreement shall be referred to Arbitration if the dispute is not resolved during the settlement period as per Clause 12.1 above.
- (b) **Arbitration Rules:** The Arbitration shall be conducted in accordance with the "The Arbitration and Conciliation Act, 1996 or amendments thereof.
- (c) **Number of Arbitrators:** For each Arbitration the Arbitral Tribunal shall consist of 3 (three) arbitrators. Each Party shall appoint one arbitrator, and the two appointed arbitrators shall appoint the third arbitrator who shall act as a presiding arbitrator or if the two arbitrators cannot agree the third arbitrator shall be appointed, on request of a party, by the Hon'ble Chief Justice of the High Court of Uttarakhand or by any person or institution designated by him. No arbitrator shall be present or former employee or Agent of, or consultant or counsel to, either Party or any affiliate of either Party, or in any way related to or closely connected with promoters, partners, or beneficiaries of the parties.
- (d) The Arbitration tribunal so constituted may use settlement, Mediation, Conciliation or other procedure at any time to encourage settlement of the Dispute. The Parties agree that Arbitration Tribunal may appoint an expert to determine any specific issues.
- (e) **Place of Arbitration and Governing Law:** The Arbitration shall be conducted in Dehradun, Uttarakhand, India. The Laws of India shall govern the validity, interpretation, provisions contained in this Agreement.
- (f) **Language of Arbitration:** the language to be used in the Arbitration shall be the English Language.
- (g) Judgment upon the award rendered in such Arbitration and/ or for any interim relief or direction or otherwise, during the pendency of Arbitration proceedings and upto the date of making of award in such Arbitration may be entered in any Court of competent jurisdiction, at Dehradun, having jurisdiction in respect of any application made for the filing of the Arbitration Agreement.

12.3 The Agreement and disputes arisen thereof shall be exclusively subjected to the jurisdiction of Civil/ District Court, Dehradun and High Court of Uttarakhand at Nainital.

12.4 No Arbitration of Buyout Price

Notwithstanding the generality of the provisions of Clause 12.1, 12.2 and 12.3, any determination of the Buyout Price as described in Article XI shall be made exclusively by the independent valuer in accordance with Clause 11.4 and neither Party shall have the right to cause any such determination to be resolved by Arbitration or otherwise.

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ARTICLE XIIIADDRESSES AND ADDRESSEES

- 13.1 Except as otherwise expressly provided in the Agreement, all notices and other communication which are required or permitted hereunder shall be in writing and considered as adequately served if delivered personally (under acknowledgement) or sent by registered or certified mail, telefax, telex, or telegram addressed as follows:
- | | |
|--|---|
| <p>(a) If to the Company
 Director,
 Khutani Power Company
 Pvt. Ltd.
 10, Community Center, 11th Floor,
 East of Kailash, New Delhi- 110065
 (India),</p> | <p>(b) If to the Government:
 Principal Secretary / Secretary (Energy)
 Government of Uttarakhand,
 Secretariat, 4-A, Subhash Road
 Dehradun -248001</p> |
|--|---|
- 13.2 Any Party may on notice of at least fifteen (15) days to the other party, change the addresses and/or addressees to which such notices and communications are to be delivered or mailed.
- 13.3 The Party sending the notice shall also send the copy to the designated officer, if any, of the Party specified in respect of that notice in the Agreement.

ARTICLE XIVMISCELLANEOUS

- 14.1 **Governing Law**
 The rights and obligations of the Parties under or pursuant to the Agreement shall be governed by and construed in accordance with the Law of India.
- 14.2 **Headings**
 The headings contained in the Agreement are used solely for convenience and shall not be construed to assign any meaning to the Agreement nor shall such headings be used in any manner to aid in the construing of the Agreement.
- 14.3 **Language**
 The Language of this Agreement shall be English. All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to the Agreement shall be in writing and in English language.
- 14.4 **Amendments**
 This Agreement cannot be amended except by written consent of both the parties. Any correspondence regarding this Agreement between Government





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and the Company shall never be deemed to form any extension, alteration, amendment, abridgement, variation, modification of the same and in case of any conflict between any correspondence and provision of this Agreement, the later shall prevail.

14.5 Relationship of the Parties

This Agreement shall not be interpreted or construed or create an association, joint Venture or partnership between the parties or to impose any partnership obligation or right upon either Party. Neither Party shall have any right, power or authority to enter into any Agreement or undertaking for, or act on behalf of, to act as or be agent or representative of, or any liability to, otherwise bind, the other party.

14.6 Third Parties

This Agreement is intended solely for the benefits of the parties hereto. Nothing in this Agreement shall be construed to create any duty, to standard of care with reference to, or any liability to, any person not a party to this Agreement.

14.7 No Waiver

- (a). No waiver by either a Party of any default by other Party in the observance and performance of any provision of or obligations of or under the Agreement:
- (i). shall operate or be construed as a waiver of any other or subsequent default there of or of other provisions of or obligations under the Agreement;
 - (ii). shall be effective unless it is in writing and executed by a duly authorized representative of the Party; and
 - (iii). shall affect the validity or enforceability of the Agreement in any manner.
- (b). Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of the Agreement or any obligation there under nor time or other indulgence granted by a party to the other party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

14.8 Exclusions of Implied Warranties

The Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other Agreement between the Parties or any representation by either Party not contained in a binding legal Agreement executed by both Parties.

14.9 Counterparts

The Agreement may be executed in two (2) counterparts, each of which when executed and delivered shall constitute an original of the Agreement.



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14.10 Assignment

The Agreement shall not be assigned by either Party except by mutual consent of the Parties in writing.

Notwithstanding the foregoing for the purpose of financing the Project, the Company may assign or create security over its rights and interests under or pursuant to the Agreement. The holder of any security created under this section shall not be prevented or impeded by the Government from enforcing such security in accordance with its terms, including, without limitation, exercising any right it may have to reassign the Agreement to a new qualified owner or operator of the Project. The Government shall execute all such consents to assignment and/ or acknowledgement of any security created in connection with this section as are reasonably requested by the Company to give effect to the foregoing.

14.11 Indemnity

The Company shall be fully responsible for any damage or loss arising out of construction, operation or maintenance of the Project to any property or persons and also undertakes to indemnify the Government on such account.

14.12 Severability

If for any reason whatever any provision of the Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions which may be substituted for such invalid, unenforceable or illegal provisions as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under the Agreement or otherwise.

14.13 Survival

The termination or expiry of this Agreement shall not affect the accrued rights, obligations and liabilities of either Party under this Agreement, nor shall it affect any continuing obligations which this Agreement provides, whether expressly or by necessary implication.

14.14 Confidentiality

- (a). Each of the Parties shall hold in confidence the Agreements relating to the Project and all documents and other information, whether technical or commercial, which is of a confidential nature supplied to it by or on behalf of the other Party relating to the design, construction, insurance, operation, maintenance, management and financing of the Project and shall not, save as required by law or appropriate regulatory Authorities, the Lenders, investors in the Company or by Professional Advisors of the Parties hereto or of lenders or investors as aforesaid, publish, otherwise disclose or use the same for its own purposes otherwise than as may be

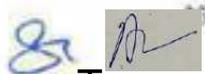
  
True copy

- required to perform its obligations under this Agreement.
- (b). The provisions of paragraph (a) above shall not apply to:
- (i). any information in the public domain otherwise than by breach of this Agreement.
 - (ii). information in the possession of the receiving party thereof before divulgence as aforesaid, and which was not obtained under any obligation of confidentiality;
 - (iii). information obtained from a third party who is free to divulge the same, and which is not obtained under any obligations of confidentiality; and
 - (iv). information relating to the Project after the Government has acquired the Project from the Company.

14.15 Insurance Requirements

Pursuant to the project, the Company shall take insurance of the following –

- (a) **Insurance for Works and Contractor's Equipment-**
Company shall insure the construction documents, plant, materials and works in the joint names of the Government and the Company against all losses or damages. This insurance shall cover loss or damage from any cause including fire, flood and other natural calamities/ disasters. Such insurance shall be for a limit of not less than the full replacement cost (including profit) and shall also cover the costs of demolition and removal of debris. Such insurance shall be in such a manner that the Government and the Company are covered from the date when the work starts at site and up to the date of issue of the final Taking over Certificate for the project by Government as per Clause 2.4 of this Agreement. The Company shall extend such insurance to provide cover until the date of issue of the Taking over Certificate for the project by Government, for loss or damage for which the Company is liable arising from a cause occurring prior to the issue of this final Taking-Over Certificate, and for loss or damage occasioned by the Company or its subcontractors in the course of any other operations.
- (b) **Insurance against injury to Persons and Damage to Property**
The Company shall insure against liability to third parties, in the joint names of the Government and the Company for any loss, damage, death or bodily injury which may occur to any physical property (except thing insured under Para a) or to any person or persons, which may arise out of the performance of this Agreement and occurring before the issue of the Taking over Certificate.
- (c) **Insurance for Workers**
The Company shall effect and maintain insurance against losses and claims arising from the death or injury to any person employed by the Company or any contractor, in such a manner that the Government and the Government's Representative are indemnified under the policy of insurance. For a contractor's employees, such insurance may be affected by the contractor, but the Company shall be responsible for compliance with this Clause.



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(d) General Requirement for Insurance

Each insurance policy shall be consistent with the general terms agreed in writing prior to the Effective Date, and such Agreement shall take precedence over the provisions of this Clause.

The Contractor shall submit to the Government:-

Evidence that the insurances described in this Clause have been effected and Copies of the policies for the insurances described in Para (a) and (c)

When each premium has been paid, the Company shall submit copy receipts to the Government.

The Company shall also, when providing such evidence, policies and receipts to the Government, notify the Government's Representative of so doing.

The Company shall affect all insurance for which he is responsible with insurers and in terms approved by the Government. Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify such loss or damage. Payments received from insurers shall be used for the rectification of such loss or damage.

The Company (and, if appropriate, the Government) shall comply with the conditions stipulated in each of the insurances policies. The Company shall make no material alteration to the terms of any insurance without the prior approval of the Government. If an insurer makes (or propose to make) any such alteration, the Company shall notify the Government immediately.

If the Company fails to affect and keep in force any of the insurances required under the Contract, or fails to provide satisfactory evidence, polices and receipts in accordance with this Sub-Clause, the Government may, without prejudice to any other right or remedy, affect insurance for the coverage relevant to such default, and pay the premiums due. Such payments shall be recoverable from the Company by the Government, and may be deducted by the Government from any money due, or to become due, to the Company.

Nothing in this Clause limits the obligations, liabilities or responsibilities of the Company under the other terms of the Agreement or otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Company and duly compensated to the Government.

14.16 Right to Information Act

On request and within the shortest time, the Company shall provide to Government such relevant information/ documents pertaining to the Company or Project which the Government needs to provide to the applicants under RTI Act.

14.17 Law of Land

Laws as defined in Clause 1.1.3 shall be applicable and followed by the Company.

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14.18 Recovery of dues/LD/losses/penalty/damages etc. from Company.

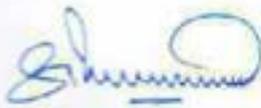
Notwithstanding anything contained in this Agreement to the contrary, all money and dues payable by the Company to the Government arising from any loss or damages or due to non-compliance of the terms and provisions of this Agreement, within the specified period, shall be recoverable as arrears of land revenue by the Government.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE CAUSED THESE PRESENT TO BE SIGNED, SEALED AND DELIVERED BY THEIR DULY AUTHORIZED REPRESENTATIVES ON THE DATE, MONTH AND YEAR FIRST ABOVE WRITTEN

For and on behalf of
M/s Khutani Power Company Pvt. Ltd.
Company Pvt. Ltd.

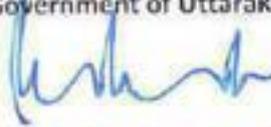

(Mr. Santosh Thakur)
Director

For and on behalf of
M/s Shyama Power India Limited


(Mr. Santosh Thakur)
Director

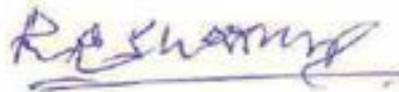


For and on behalf of
Government of Uttarakhand


(Dr. Uma Kant Panwar)
Secretary (Energy)
Govt. of Uttarakhand

(Dr. Umakant Panwar)
Secretary
Department of Energy
Govt. of Uttarakhand

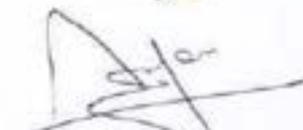
Witnessed by :

1. 
SHYAMA POWER INDIA LIMITED
421, UDYOG VIHAR, PHASE-IV,
GURGAON-122015, HARYANA (INDIA)

2. 
(SAURASH GUPTA)
Dr. JAI KRISHNA GUPTA,
R/O 231, RAIPUR ROAD,
DEHRADUN - 248001

Witnessed by :

1. 
16/7/14
(Sanjeev Kumar Sharma)
D.S.

2. 
C.S.K. Jais
C.P.O. U.P.C.

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Schedule A

The following are the neighboring villages that have been considered for the purpose of Clause 1.1.54.

1. Sirsoli,
2. Sata,
3. Dunai,
4. Gunaldhar,
5. Badgari,

8 52

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भारत सरकार
पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय
क्षेत्रीय कार्यालय (उत्तर-मध्य क्षेत्र)
25 सुभाष रोड, देहरादून-248001
दूरभाष: 0135-2650809
फैक्स-0135-2653010
ईमेल - moef.ddn@gov.in



GOVERNMENT OF INDIA
MINISTRY OF ENVIRONMENT, FOREST &
CLIMATE CHANGE
REGIONAL OFFICE (NORTH CENTRAL
ZONE)
25 SUBASH ROAD, DEHRADUN-248001
PHONE- 0135-2650809
FAX- 0135-2653010
Email- moef.ddn@gov.in

पत्र सं० 8बी/यू.सी.पी/01/38/2018/एफ.सी/2183

दिनांक: 17/01/2019

सेवा में,

अपर मुख्य सचिव (वन),

उत्तराखण्ड शासन, सुभाष रोड,
देहरादून।

विषय: पिथौरागढ़ एवं बागेश्वर के अन्तर्गत 21 मेगावाट क्षमता की खुटानी लघु-जल विद्युत परियोजना के निर्माण हेतु 3.52 हे० वन भूमि का खुटानी पॉवर कम्पनी प्रा०लि० को 40 वर्षों की लीज पर दिया जाना। (Online Proposal No. FP/UK/ HYD/17611/2016).

सन्दर्भ: वन संरक्षक एवं नोडल अधिकारी, उत्तराखण्ड शासन की पत्र संख्या-1598/FP/UK/HYD/17611/2016 दिनांक 17.12.2018

महोदय,

कृपया उपरोक्त विषय पर ऑनलाइन प्रस्ताव संख्या FP/UK/HYD/17611/2016 का आशय ग्रहण करने का कष्ट करें, जिसके द्वारा राज्य सरकार ने विषयांकित प्रस्ताव पर वन संरक्षण अधिनियम, 1980 की धारा-2 के तहत भारत सरकार की स्वीकृति मांगी थी।

प्रश्नगत प्रकरण में इस कार्यालय के समसंख्यक पत्र दिनांक- 29.08.2018 द्वारा सैद्धान्तिक स्वीकृति प्रदान की गयी थी जिसमें उल्लिखित शर्तों की अनुपालना आख्या वन संरक्षक एवं नोडल अधिकारी, उत्तराखण्ड के उपरोक्त संदर्भित पत्र द्वारा प्रस्तुत की गयी है। राज्य सरकार के प्रस्ताव पर ध्यानपूर्वक विचार करने के उपरान्त मुझे आपको यह सूचित करने का निर्देश हुआ है कि केन्द्र सरकार जनपद-पिथौरागढ़ एवं बागेश्वर के अन्तर्गत 21 मेगावाट क्षमता की खुटानी लघु-जल विद्युत परियोजना के निर्माण हेतु 3.52 हे० वन भूमि का खुटानी पॉवर कम्पनी प्रा०लि० को 40 वर्षों की लीज पर दिया जाने हेतु विधिवत् स्वीकृति निम्नलिखित शर्तों पर प्रदान करती है:-

1. वन भूमि की विधिक स्थिति बदली नहीं जाएगी।
2. प्रयोक्ता अभिकरण के व्यय पर वन विभाग द्वारा प्रत्यावर्तित भूमि के बदले प्रस्तावित 7.04 हे० ग्राम-भानमती सिविल एवं सोयम भूमि पर क्षतिपूरक वृक्षारोपण एवं 07 से 10 वर्षों तक रखरखाव किया जाएगा। प्रतिपूरक वृक्षारोपण हेतु चयनित भूमि को छः माह के अन्दर भारतीय वन अधिनियम, 1927 के अन्तर्गत आरक्षित/संरक्षित वन घोषित किया जायेगा तथा नोडल अधिकारी द्वारा अधिसूचना की एक प्रति क्षेत्रीय कार्यालय को प्रेषित की जाएगी। प्रतिपूरक वृक्षारोपण इस पत्र के जारी होने की तिथि से एक से दो वर्षों के अन्दर पूर्ण किया जाना आवश्यक होगा।
3. एन.पी.वी. की दरों में अगर बढ़ोतरी होती है तो प्रयोक्ता अभिकरण बढ़ी दरों पर एन.पी.वी. देने के लिए बाध्य होगा।
4. प्रयोक्ता अभिकरण द्वारा प्रस्तावित वन क्षेत्र के आस-पास मजदूरों/स्टॉफ के लिये किसी भी प्रकार का लेबर कैम्प नहीं लगाया जायेगा।
5. प्रयोक्ता अभिकरण के द्वारा निर्माण कार्य के दौरान स्थल पर कार्यरत मजदूरों एवं स्टॉफ के लिये रसोई गैस/कैरोसिन तेल की आपूर्ति की जायेगी जिससे निकटवर्ती वनों को क्षति न पहुँचे।
6. परियोजना के निर्माण व रख-रखाव के लिए जो भी क्षेत्र के क्षेत्र की वनस्पतियों एवं जीव-जन्तुओं को किसी प्रकार की क्षति नहीं पहुँचायी जायेगी।

7. निर्माण कार्यों के पूर्ण होने के पश्चात् जहां-जहां संभव हो, परियोजना क्षेत्र के रिक्त स्थानों पर प्रयोक्ता अभिकरण द्वारा अपने व्यय पर वन विभाग की देख-रेख में उपयुक्त प्रजाति के पौधों का रोपण किया जायेगा।
8. वन भूमि का प्रयोग प्रस्ताव में दिये गये layout plan में दर्शाये गये उद्देश्य के अलावा अन्य किसी उद्देश्य के लिए नहीं किया जायेगा तथा किसी भी परिस्थिति में इस वन भूमि को किसी अन्य संस्था, विभाग या व्यक्ति के पक्ष में भारत सरकार की पूर्व अनुमति के बिना Transfer नहीं किया जाएगा।
9. कम से कम वृक्षों का कटान/पातन किया जाएगा, जिनकी संख्या प्रस्ताव के अनुसार 35 trees (33 in Bageshwar FD & 2 in Pithoragarh FD) से अधिक न हो।
10. State Govt. will issue final G.O after submitting the CA scheme of Rs. 19, 61,802/-, in original.
11. The user agency shall undertake afforestation along the periphery of the reservoir and canals (as applicable).
12. The User Agency shall obtain the Environment Clearance as per the provisions of the Environmental (Protection) Act, 1986, if required.
13. The User Agency shall carry out muck disposal at pre-designated sites in such a manner so as to avoid its rolling down.
14. The dumping area for muck disposal shall be stabilized and reclaimed by planting suitable species by the user agency at the cost of project under the supervision of State Forest Department. Retaining walls and terracing shall be carried out to hold the dumping material in place. Stabilization and reclamation of such dumping sites shall be completed before handing over the same to the State Forest Department in a time bound manner as per Plan.
15. State Govt. shall ensure that the user agency shall comply the provisions of the all Rules, Regulation and Guidelines issued for laying transmission line in forest areas the time being in force, as applicable to the project.
16. The boundary of the forest land being diverted shall be demarcated on ground at the project cost, by erecting four feet high reinforced cement concrete pillars, each inscribed with its serial number, DGPS coordinates, forward and back bearing and distance from adjoin pillars etc.
17. The User Agency and the State Govt. shall ensure compliance to provisions of all Acts, Rules Regulations and Guidelines, for the time being in force, as applicable to the Project.
18. User Agency shall submit the annual self compliance report on the conditions stipulated in the approval to the State Government and the concerned Regional Office of this Ministry.
19. ऐसी अन्य कोई भी शर्त जो कि भारत सरकार भविष्य में पर्यावरण, वन एवं वन्य जीवों के संरक्षण हेतु आवश्यक समझे।

यदि विधिवत् स्वीकृति में दी गई शर्तों का संतोषजनक अनुपालन नहीं किया जाता है तो स्वीकृति को तत्काल प्रभाव से निरस्त किया जा सकता है।

भवदीय,



(डॉ० योगेश गैरोला)

तकनीकी अधिकारी (वानिकी)

प्रतिलिपि सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित:

1. अपर वन महानिदेशक (एफ0सी0), पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय, इन्दिरा पर्यावरण भवन, जोरबाग रोड, अलीगंज, नई दिल्ली।
2. अपर प्रमुख वन संरक्षक एवं नोडल अधिकारी, वन संरक्षण, इन्दिरा नगर फारेस्ट कालोनी, देहरादून, उत्तराखण्ड
3. आदेश पत्रावली।

(डॉ० योगेश गैरोला)

तकनीकी अधिकारी (वानिकी)


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TRANSLATED ANNEXURE R-19

Indian government	GOVERNMENT OF INDIA
Ministry of Environment, Forest and Climate Change	MINISTRY OF ENVIRONMENT, FOREST & CLIMATE CHANGE
Regional Office (North-Central Region)	REGIONAL OFFICE (NORTH CENTRAL ZONE)
25 Subhash Road, Dehradun-248001	25 SUBASH ROAD, DEHRADUN-248001
Tel: 0135-2650809	PHONE- 0135-2650809
Fax - 0135--2653010	FAX-0135-2653010
Email – moef.ddn@gov.in	Email- moef.ddn@gov.in

Date 17/01/2019

Letter No 8B/UCP/01/38/2018/FC/2183

To,

Additional Chief Secretary (Forest),

Uttarakhand Government, Subhash Road, Dehradun.

Subject: Regarding providing 3.52 hectare forest land on lease for 40 years to Khutani Power Company Pvt Ltd for the construction of 21 MW capacity Khutani small hydro power project under Pithoragarh and Bageshwar. (Online Proposal No. FP/UK/HYD/17611/2016).

Reference: Forest Conservator and Nodal Officer, Uttarakhand Government's letter No-1598/FP/UK/HYD/17611/2016 dated 17.12.2018

Sir,



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Please take note of the online proposal No FP/UK/HYD/17611/2016 on the above subject, through which the State Government had sought the approval of the Government of India on the subject proposal under Section 2 of the Forest Conservation Act, 1980. In the case in question, in-principal approval was given by this office's letter of even number dated 29.08.2018, in which the compliance report of the mentioned conditions has been presented by the above referred letter of the Forest Conservator and Nodal Officer, Uttarakhand. After carefully considering the proposal of the State Government, I am directed to inform you that the Central Government providing formal approval for giving 3.52 hectare forest land on lease for 40 years to Khutani Power Company Pvt Ltd to construct 21 MW capacity Khutani Small Hydroelectric Project under Pithoragarh and Bageshwar districts on the following conditions: -

1. The legal status of forest land will not be changed.
2. At the expense of the user agency, compensatory tree plantation and maintenance will be done for 07 to 10 years on the proposed 7.04-hectare village-Bhanmati Civil and Soyam land in lieu of the land converted by the Forest Department. The land selected for compensatory tree plantation will be declared a reserved/protected forest under the Indian Forest Act, 1927 within six months and a copy of the notification will be sent to the regional office by the nodal officer. Compensatory tree plantation will need to be completed within one to two years from the date of issue of this letter.
3. If there is an increase in NPV rates, the user agency will be obliged to pay NPV at the increased rates.
4. No labor camp of any kind will be set up for laborers/staff near the proposed forest area by the user agency.



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5. The user agency will supply LPG/kerosene oil to the laborers and staff working at the site during the construction work, so that the nearby forests are not damaged.
6. There will be no harm to the flora and fauna of the surrounding area during the construction and maintenance of the project.
7. After completion of the construction works, wherever possible, saplings of suitable species will be planted by the user agency at its own expense in the vacant places of the project area under the supervision of the Forest Department.
8. Forest land will not be used for any purpose other than that given in the proposal and shown in the layout plan. And under no circumstances will this forest land be transferred in favor of any other institution, department or person without the prior permission of the Government of India.
9. Minimum number of trees will be cut/felled, whose number as per proposal should not exceed 35 trees (33 in Bageshwar FD & 2 in Pithoragarh FD).
10. State Govt. will issue final G.O after submitting the CA scheme of Rs. 19, 61,802/-, in original.
11. The user agency shall undertake afforestation along the periphery of the reservoir and canals (as applicable).
12. The User Agency shall obtain the Environment Clearance as per the provisions of the Environmental (Protection) Act, 1986, if required.



True copy

13. The User Agency shall carry out muck disposal at pre-designated sites in such a manner so as to avoid its rolling down.
14. The dumping area for muck disposal shall be stabilized and reclaimed by planting suitable species by the user agency at the cost of project under the supervision of State Forest Department. Retaining walls and terracing shall be carried out to hold the dumping material in place. Stabilization and reclamation of such dumping sites shall be completed before handing over the same to the State Forest Department in a time bound manner as per Plan.
15. State Govt. shall ensure that the user agency shall comply the provisions of the all Rules, Regulation and Guidelines issued for laying transmission line in forest areas the time being in force, as applicable to the project.
16. The boundary of the forest land being diverted shall be demarcated on ground at the project cost, by erecting four feet high reinforced cement concrete pillars, each inscribed with its serial number, DGPS coordinates, forward and back bearing and distance from adjoin pillars etc.
17. The User Agency and the State Govt. shall ensure compliance to provisions of all Acts Rules Regulations and Guidelines, for the time being in force, as applicable to the Project.
18. User Agency shall submit the annual self-compliance report on the conditions stipulated in the approval to the State Government and the concerned Regional Office of this Ministry.
19. Any other conditions which the Government of India may consider necessary for the conservation of environment, forests and wild animals in future.



True copy

If the conditions given in the formal approval are not satisfactorily complied with, the approval can be canceled with immediate effect.

Yours Faithfully,
Signature in English illegible
Dated 17/01/2019
(Dr Yogesh Gairola)
Technical Officer (Forestry)

Copy sent for information and necessary action:

1. Additional Director General of Forests (FC), Ministry of Environment, Forest and Climate Change, Indira Paryavaran Bhawan, Jorbagh Road, Aliganj, New Delhi.
2. Additional Chief Forest Conservator and Nodal Officer, Forest Conservation, Indira Nagar Forest Colony, Dehradun, Uttarakhand
3. Order Form.

Signature in English illegible
(Dr Yogesh Gairola)
Technical Officer (Forestry)



True copy



मुख्यालय
उत्तराखण्ड पर्यावरण संरक्षण एवं प्रदूषण नियंत्रण बोर्ड
“गौरा देवी पर्यावरण भवन”
46बी, आई.टी. पार्क, सहस्त्रधार रोड़, देहरादून-248001

प्रक्रिया क्र. मुईपीसीडी.एचओ.एनओसी-7298/2019/ 1707

दिनांक 28.1.2020

सेवा में,

M/s Khatani Power Company Pvt. Ltd.,
Vill-Bankot, Teh-Pithoragarh,
Distt-Pithoragarh.

Registered/AD

PCB ID : 19655
CTE : Fresh
Outward No-

विषय :- पर्यावरणीय प्रदूषण की दृष्टि से पूर्व में स्थापित इकाई को शकता विस्तारीकरण हेतु स्थापकत्व सहमति पत्र (Consent to Establish) निर्गमन।

संदर्भ :-

कृपया उपरोक्त विषयक आपके आवेदन पत्र दिनांक 27.11.2019 (INWARD : 244310) एवं तत्सम्बन्धी क्षेत्रीय स्तरीय बोर्ड की निर्देशन आख्या एवं संस्तुति का बोर्ड मुख्यालय में परीक्षण किया गया एवं परीक्षणोपरान्त लिए गए निम्न के फ़ोटो में उद्योग को पर्यावरणीय प्रदूषण के दृष्टिकोण से विस्तारित विभिन्न शर्तों एवं आगामी शर्तों को सम्बन्धित अनुपालन की शर्तों के साथ सहमति स्थापकत्व सहमति पत्र निर्गत किया जाता है।

1. यह स्थापकत्व सहमति पत्र विस्तारित विभिन्न शर्तों के लिए ही निर्गत किया जा रहा है :-

(क) स्थल :	Vill-Bankot, Teh-Pithoragarh, Distt-Pithoragarh.
(ख) उत्पादन :	Generation of Electricity- 7x3-21MWH
(ग) मुख्य कार्य शक्ति :	---
(घ) औद्योगिक उत्पादक :	NIL
(ङ) प्रयुक्त ईंधन :	NIL

- उपरोक्त विषय वस्तु में किसी भी प्रकार से परिवर्तन करने पर पुनः स्थापना हेतु सहमति पत्र प्राप्त करना आवश्यक होगा।
- उद्योग में सभी आवश्यक मूल्य, संचय, क्षति परिट्यक, उपग्रह सुदृढीकरण संबंधित तथा वायु प्रदूषण नियंत्रण की व्यवस्था की स्थापना में कोई भी प्रगति रिपोर्ट इस कार्यालय में प्रत्येक माह की दसवीं तारीख तक निरन्तर प्रेषित करें।
- उद्योग इकाई में परीक्षण उत्पादन तब तक प्रारम्भ नहीं करें, जब तक कि यह बोर्ड से जल अधिनियम एवं वायु अधिनियम के अन्तर्गत सहमति (CTO) प्राप्त न कर ले। क्लर एवं वायु सहमति (CTO) प्राप्त करने हेतु इकाई में उत्पादन प्रारम्भ करने की तिथि से कम से कम 2 माह पूर्व विस्तारित सहमति आवेदन पत्रों को उत्पादन पूर्व प्रथम आवेदन का उल्लेख करते हुए इस कार्यालय में अवश्य जमा कर दिया जाये। यदि उद्योग उपरोक्त का अनुपालन नहीं करता है तो उक्त अधिनियमों के वैधानिक प्राविकानों के अन्तर्गत उद्योग के विरुद्ध बिना किसी पूर्व सूचना के कानूनी कार्यवाही की जा सकती है।
- उद्योग में परीक्षण उत्पादन से पूर्व क्षेत्रीय कार्यालय द्वारा इकाई का निरीक्षण सुविधित कराया जाये।
- प्रत्येक उत्पादन की मात्रा 2.0 मिलीलीटर प्रतिदिन से अधिक नहीं होनी। जमित प्रत्येक उत्पादन को सोल्डिफिक के माध्यम से सेंट्रल टैंक में निस्तमित किया जाये।
- उद्योग प्रतिदिन माह चितम्बर तक पर्यावरणीय वक्तापत्र प्रस्तुत करना सुनिश्चित करें।
- यह स्थापना हेतु सहमति पत्र दिनांक जारी होने की तिथि से 05 वर्ष तक की अवधि के लिए वैध होगा।
- उद्योग का संभालन इस प्रकार से किया जाये, कि पर्यावरणीय वायु गुणवत्ता अर्थात् बोर्ड मानकों को अनुसरण रहे।
- उद्योग से जमित जल अपशिष्ट पदार्थों को इस प्रकार निस्तमित किया जाये कि जल, वायु तथा मृदा प्रदूषण की सम्भावना न रहे।
- उद्योग का संभालन इस प्रकार किया जाये, कि प्रदूषण सम्बन्धी शिकायतें प्राप्त न हों। प्रदूषण सम्बन्धी जन-शिकायतें प्राप्त होने एवं सुधि होने पर स्थापना हेतु सहमति पत्र निरस्त किया कर दी जायेगी। जिसका सम्पूर्ण जलाशयिक उद्योग का समान।
- उद्योग परिसर में बाह्य तृष्ण कम से कम 3 क्वार्टर शक्ती हरित परिट्यक विकसित की जाये। हरित परिट्यक हेतु सपन तथा छायादार वृक्षों का उषय किया जाये। हरित परिट्यक हेतु निर्धारित भूमि पर विभागीय कार्य न किया जाये।
- उद्योग परिसर में स्थापना स्थापना सर्वोपयोग की व्यवस्था की जाये।


True copy

- 13- उद्योग में परिसंकटग्रस्त एवं अन्य अपरिचित (प्रचलित एवं संसदीय/मूवमेन्ट) नियम, 2016 का अनुपालन सुनिश्चित करें तथा उत्पादन से पूर्व परिसंकटग्रस्त अपरिचित के विवरण हेतु बोर्ड से प्राधिकार प्राप्त किया जाये।
- 14- उद्योग में सतस्त्राक/परिसंकटग्रस्त रक्षण विभाग, अण्डारण एवं आयात नियम, 1989 का पालन किया जाये।
- 15- उद्योग में सुरक्षा सम्बन्धी समस्त उपाय किये जाये तथा उत्पादन प्रारम्भ करने से पूर्व रक्षण विभागों से अनापत्ति प्रमाण पत्र प्राप्त किया जाये।
- 16- उद्योग में प्रस्तावित वायु प्रदूषण नियंत्रण व्यवस्था के प्रभावी संकलन हेतु पुनः विद्युत मीटर की स्थापना सुनिश्चित की जाये। उक्त हेतु प्रतिदिन विद्युत रसायनों की आपत का विवरण लॉग बुक में दर्ज किया जाये।
- 17- उद्योग में बोर्ड की पूर्वानुमति के बिना स्टाफ/ओवर अतिरिक्त डीओसी, फर्नेस आदि की स्थापना न की जाये।
- 18- यह स्थापनाई सहमति जल अधिविभाग एवं वायु अधिविभाग के अन्तर्गत विभागत की जा रही है। उद्योग रक्षण विभागों से आवश्यक अनुमति प्राप्त करना सुनिश्चित कर लें।
- 19- इरीगेशन स्लैट के निहित भूमि उपयोग एवं नियमानुसार अन्य विभाग से वांछित स्वीकृति अवश्य प्राप्त कर ली जाये।
- 20- विद्युत उत्पादन के लिए प्रयुक्त नदी जल की मात्रा 50 CUM/Sec से अधिक नहीं होगी, नदी के ई. प्रवाह को शासन द्वारा नियंत्रित नियमानुसार नियमित करते हुए पुनः नदी में निःस्रावित किया जाना होगा।

दृष्टया ध्यान दें कि उपर्युक्त निर्दिष्ट शर्तों एवं सम्मान्य शर्तों का प्रभावी एवं सन्तोषजनक अनुपालन न करने पर बोर्ड द्वारा किर्लॉस स्थापनाई सहमति (CoE) पत्र निरस्त कर दिया जायेगा। बोर्ड का अधिकार सुरक्षित है, कि स्थापनाई सहमति पत्र (CTE) की शर्तों में संशोधन किया जाये अथवा निरस्त कर दिया जाये।

उपर्युक्त निर्दिष्ट एवं सम्मान्य शर्तों के सम्बन्ध में उद्योग द्वारा इस कार्यालय में दिनांक 31.01.2020 तक प्रयत्न अनुपालन आख्या अथवा प्रेषित की जाये। अनुपालन आख्या नियमित प्रेषित की जाये, अन्यथा स्थापना सहमति पत्र निरस्त कर दिया जायेगा।

भवदीय

(एस.पी. सुन्दर)
सदस्य सचिव

इस तंत्र एवं दिनांक/उपरोक्तानुसार।

टीपिंग :- सीपीओ अधिकारी, उत्तराखण्ड पर्यावरण संरक्षण एवं प्रदूषण नियंत्रण बोर्ड, हरद्वारी, जिला-मेरठाल को सूचनाई एवं उपरोक्त के अनुपालन हेतु प्रेषित।

मुख्य पर्यावरण अधिकारी

Headquarters**Uttarakhand Environment Protection and Pollution
Control Board****"Gaura Devi Environment Building"****46B, IT Park, Sahastradhara Road, Dehradun - 248001**

Letter No.- UEPPCB/HO/NOC-7298/ Dated 28.1.2020
2019/ 1707

To, Registered/AD
M/s Khutani Power Company Pvt. PCB ID : 19655
Ltd., CTE : Fresh
Vill-Bankot, Teh-Pithoragarh, Outward No-
Distt-Pithoragarh.

Subject:- Issuance of Consent to Establish for capacity expansion of the previously established unit in view of environmental pollution.

Sir,

Please, your application dated 27.11.2019 (INWARD: 244310) and the inspection report and recommendation of the related regional office regarding the above subject were examined at the Board Headquarters and as per the decision taken after the



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examination, a conditional establishment consent letter is issued to the establishment with the condition of proper compliance of the following specific conditions and general conditions from the point of view of environmental pollution.

1- This consent letter for establishment is being issued only for the following specific details: -

(a)	Venue:	Vill-Bankot, Pithoragarh, Pithoragarh.	Teh- Distt-
(b)	Production:	Generation of Electricity- 7x3-21MWH	
(c)	Main raw materials:	-----	
(d)	Industrial Effluents:	NIL	
(e)	Fuel Used:	NIL	



True copy

In case of any change in the above-mentioned subject matter, it will be necessary to obtain a consent letter for re-establishment.

- 2- The progress report made in the installation of all necessary equipment, plants, green belt, effluent purification plant and air pollution control system in the establishment should be sent to this office continuously by the tenth of every month.
- 3- That do not start trial production in the industrial unit until it obtains consent (CTO) from the board under the Water Act and Air Act. To obtain Water and Air Consent (CTO), prescribed consent applications referred to as the first pre-production application must be submitted to this office at least 2 months before the date of commencement of production in the unit. If the establishment does not comply with the above, then legal action can be taken against the establishment under the statutory provisions of the said Acts without any prior notice.



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- 4- Before trial production in the establishment, inspection of the unit should be ensured by the regional office.
- 5- The amount of domestic effluent will not exceed 2.0 kl/day. The generated domestic effluent should be disposed of in the septic tank through soakpit.
- 6- Establishment must ensure to submit environmental statements by the month of September every year.
- 7- This consent letter for establishment will be valid for a period of 05 years from the date of issue.
- 8- The establishment should be operated in such a way that the ambient air quality always remains as per the board standards.
- 9- Solid waste generated from establishment should be disposed of in such a way that there is no possibility of water, air and soil pollution.
- 10- The establishment should be operated in such a way that complaints related to pollution are not received. If public



True copy

complaints related to pollution are received and confirmed, the consent letter for establishment will be revoked whose entire responsibility will be of the firm.

- 11- At least 3 rows of green belt should be developed all around the industrial premises. Dense and shady trees should be selected for green belt. Construction work should not be done on the land earmarked for green belt.
- 12- Arrangements for rooftop rainwater harvesting should be made in the industrial premises.
- 13- Ensure compliance with Hazardous and Other Waste (Management and Trans-Boundary Movement) Rules, 2016 in the establishment and authorization should be obtained from the Board for disposal of hazardous waste before production.
- 14- Hazardous Chemical (Manufacture Storage and Import) Rules, 1989 should be followed in the establishment.
- 15- All safety related measures should be taken in the establishment and no objection certificate should be obtained from the competent departments before starting production.



True copy

- 16- Installation of separate electricity meters should be ensured for effective operation of the proposed air pollution control system in the establishment. For this, details of daily consumption of electricity/chemicals should be recorded in the log book.
- 17- Boiler/oven, additional DG set, furnace etc. should not be installed in the establishment without prior permission of the Board.
- 18- This consent for establishment is being issued under the Water Act and Air Act. Make sure to obtain necessary permissions from the competent establishment departments.
- 19- The desired approval must be obtained from other departments as per the legal land use and rules of the indicated site.
- 20- The quantity of river water used for power generation will not be more than 50 CUM/Sec, the E flow of the river is regulated as per the rules set by the government and will have to be discharged again into the river.



True copy

Please note that in case of non-effective and satisfactory compliance of the above written specific conditions and general conditions, the Consent for Establishment (COE) letter issued by the Board will be cancelled. The Board reserves the right to amend or cancel the conditions of the Consent for Establishment (CTE).

Regarding the above mentioned specific and general conditions, the first compliance report must be sent by the establishment to this office by 31.01.2020. Compliance reports should be sent regularly, otherwise the establishment consent letter will be cancelled.

Yours Faithfully,

Signature in English illegible

(SP Subuddhi)

Member Secretary

Endorsement No. and date/as above.



True copy

Copy: - Sent to Regional Officer, Uttarakhand Environment Protection and Pollution Control Board, Haldwani, District-Nainital for information and compliance with the above.

Signature in English illegible

Chief Environment Officer

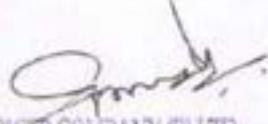


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ANNEXURE R-21 COLLY

आम सभा का अनापत्ति प्रमाण-पत्र

परियोजना के निर्माण से प्रभावित होने वाले गाँवों की प्रत्येक आम सभा के सदस्यों द्वारा पारित प्रस्ताव एवं अनापत्ति प्रमाण-पत्र संलग्न किया जाय।



KHUTANI POWER COMPANY (P) LTD
Bankot, Tehsil-Gangolihat, Dist-Firbhogah
(Uttarakhand) :-



True copy

ग्राम पंचायत अनापत्ति प्रमाण-पत्र

खुटानी लघु जल विद्युत परियोजना (प्रस्तावित) मोटर रोड एवं विद्युत गृह की जो सर्वे की गई है। उपरोक्त परियोजना की भूमि ग्राम पंचायत - बनकोट, विकास खण्ड - गंगोलीहाट, तहसील- गंगोलीहाट, जिला - पिथौरागढ़ (उत्तराखण्ड) की हैं, उक्त भूमि को ग्राम पंचायत - बनकोट की काश्तकार परियोजना हेतु भूमि देने को तैयार हैं। इसमें किसी काश्तकार को कोई आपत्ति नहीं है। तथा निर्माण कार्य के दौरान भी पूर्ण सहयोग का आश्वासन दिया जाता है।



दिनांक:- 15-1-15

स्थान :- बनकोट

ग्रामप्रधान
ग्राम पंचायत - बनकोट
तहसील- गंगोलीहाट
जिला - पिथौरागढ़ (उत्तराखण्ड)

ग्राम पंचायत अनापत्ति प्रमाण-पत्र

खुटानी लघु जल विद्युत परियोजना (प्रस्तावित) की जो सर्वे की गई हैं उसमें ग्राम पंचायत - बटगेरी, विकास खण्ड - गंगोलीहाट, तहसील- गंगोलीहाट, जिला - पिथौरागढ़ (उत्तराखण्ड) को कोई आपत्ति नहीं हैं। तथा निर्माण कार्य के दौरान भी पूर्ण सहयोग का आश्वासन दिया जाता है।



दिनांक:- 12/01/15
स्थान:- बटगेरी

ग्रामप्रधान
ग्राम पंचायत - बटगेरी
तहसील- गंगोलीहाट
जिला - पिथौरागढ़ (उत्तराखण्ड)

ग्राम पंचायत अनापत्ति प्रमाण-पत्र

खुटानी लघु जल विद्युत परियोजना की जो सर्वे की गई हैं उसमें ग्राम पंचायत - सिरसोली, विकास खण्ड - गंगोलीहाट, तहसील- गंगोलीहाट, जिला - पिथौरागढ़ (उत्तराखण्ड) को कोई आपत्ति नहीं है। तथा निर्माण कार्य के दौरान भी पूर्ण सहयोग का आश्वासन दिया जाता है।

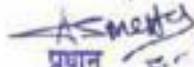

 7-2-2015
 ग्राम पंचायत सिरसोली
 वि०ख०/गंगोलीहाट जिला-पिथौरागढ़

दिनांक:- 7-2-2015
 स्थान:- सिरसोली

ग्रामप्रधान
 ग्राम पंचायत - सिरसोली
 तहसील- गंगोलीहाट
 जिला - पिथौरागढ़ (उत्तराखण्ड)

ग्राम पंचायत अनापत्ति प्रभाव पत्र

रुकानी लघु जल विद्युत परियोजना की जो सर्वे
की गई हैं, उसमें ग्राम पंचायत सिमतोली - II (साता)
तहसील - काफलीगैर, जिला - बागेश्वर (उत्तराखण्ड) को
कोई आपत्ति नहीं है। तथा निर्माण कार्य के दौरान
भी पूर्व सप्टमोग का आश्वासन दिया जाता है।


प्रधान 05-02-15

ग्राम पंचायत सिमतोली II

पो० असौ मल्लाकोट वि०ख०/जिला-बागेश्वर

दिनांक - 05-02-15

स्थान - साता

ग्राम प्रधान

ग्राम पंचायत - सिमतोली - II

तहसील काफलीगैर

जिला - बागेश्वर (उत्तराखण्ड)



ग्राम पंचायत अनापत्ति प्रमाण पत्र

खुदानी लक्ष जन विधुन परिगोजना की जो सर्वे की जई हैं उसमें ग्राम द्वारा ग्राम पंचायत असौ तहसील काफली गैर, जिला कागेश्वर (उत्तराखण्ड) को कोई आपत्ति नही है। तथा निर्माण कार्य के दौरान भी पूर्व सहयोग का आश्वासन दिया जाता है।

दि. 14-02-15
स्थान - असौ


 प्रधान
 ग्राम पंचायत असौ
 पो-असौ, मल्लाकोट
 वि-0270 जिला-कागेश्वर
 ग्राम प्रधान

ग्राम पंचायत - असौ
 तहसील - काफली गैर
 जिला - कागेश्वर
 (उत्तराखण्ड)

TRANSLATED ANNEXURE R-21

No Objection Certificate Of General Meeting

The resolution passed by the members of each Gram Sabha and the no-objection certificate of the villages affected by the construction of the project should be attached.

Signature In English Illegible

KHUTANI POWER CORIPANY (P) LTD

Bankot, Tehsil-Gangolihat, Distt-Pithoragarh

(Uttarakhand)



True copy

Gram Panchayat No Objection Certificate

The survey for motor road and power house has been done for the Khutani Small Hydroelectric Project (proposed). The land of the above project belongs to Gram Panchayat Bankot, Development Block Gangolihat, Tehsil- Gangolihat, District Pithoragarh (Uttarakhand), Gram Panchayat, Bankot is ready to give the said land for the project. No farmer has any objection to this and full cooperation is assured even during the construction work.

Date -25/1/15

Location: - Bankot

Village Head

Village Panchayat - Bankot

Tehsil - Gangolihat

District – Pithoragarh (Uttarakhand)



True copy

Gram Panchayat No Objection Certificate

Gram Panchayat Batageri, Development Block Gangolihat, Tehsil-Gangolihat, District-Pithoragarh (Uttarakhand) have no objection in the survey conducted for the Khutani Small Hydroelectric Project (proposed) and full cooperation is assured even during the construction work.

Date -12/1/15

Location: - Batageri

Village Head

Village Panchayat - Batageri

Tehsil - Gangolihat

District – Pithoragarh (Uttarakhand)



True copy

Gram Panchayat No Objection Certificate

Gram Panchayat Sirsoli, Development Block
Gangolihat, Tehsil- Gangolihat, District Pithoragarh
(Uttarakhand) have no objection in the survey
conducted for Khutani Small Hydroelectric Project
and full cooperation is assured even during the
construction work.

Head

Signature in English illegible

07-02-2015

Gram Panchayat Sirsoli

Development Block / Gangolihat

District – Pithoragarh (Uttarakhand)

Date:- 7-2-2015

Location: Sirsoli

Village Head

Gram Panchayat – Sirsoli

Tehsil - Gangolihat

District – Pithoragarh (Uttarakhand)



True copy

Gram Panchayat No Objection Letter

Gram Panchayat Simtoli - II (Jhala) Tehsil -
Kafligair District - Bageshwar (Uttarakhand) has no
objection in the survey conducted for Khutani Small
Hydroelectric Project and full cooperation is assured
even during the construction work.

Signature In English Illegible

Village Head

5/2/2015

Gram Panchayat Simtoli II

Post Asau Mallakot Development Block /

District – Bageshwar, Uttarakhand

Date – 05-02-15

Place:- Jhala

Village Head

Gram Panchayat – Simtoli – II

Tehsil Kafligair

District – Bageshwar (Uttarakhand)



True copy

Gram Panchayat No Objection Letter

Gram Pyara Gram Panchayat Asau Tehsil Kafligair,
District Bageshwar (Uttarakhand) has no objection
in the survey conducted for Khutani Small
Hydroelectric Project and full cooperation is assured
even during the construction work.

Signature In English Illegible
Head

Gram Panchayat Asau

Post Asau Mallakot

Development Block /

/District - Bageshwar

Date – 14/2/15

Location-Asau

Village Head

Gram Panchayat - Asau

Tehsil Kafligair

District – Bageshwar (Uttarakhand)



True copy

प्रेषक,

अधिशारी अभियन्ता,
सिंचाई खण्ड, पिथौरागढ़।

ANNEXURE R-22
(COLLY)

सेवा में,

खुटानी पावर कम्पनी(पी०)लिमिटेड,
प्रोजेक्ट ऑफिस, ग्राम-बनकोट, तहसील गंगोलीहाट,
जिला पिथौरागढ़ (उत्तराखण्ड)।

पत्रांक:- 547 /सिखपि/आई-13/दिनांक 24 अप्रैल, 2015।

विषय:-अनापत्ति प्रमाण-पत्र दिये जाने के सम्बन्ध में।

संदर्भ:-आपका पत्रांक-के.पी.सी.पी.एल./सिंचाई/(पी)/साईट/01/2015दिनांक 13.04.2015

महोदय,

उपरोक्त विषयक संदर्भित पत्र का संदर्भ ग्रहण करने का कष्ट करें। उक्त पत्र के क्रम में सहायक अभियन्ता चतुर्थ, वेरीनाग की संस्तुति के आधार पर आपको अनापत्ति प्रमाण-पत्र निर्गत किया जाता है।

भवदीय

(पी० सी० करिंग)

अधिशारी अभियन्ता
सिंचाई खण्ड
पिथौरागढ़

प्रेषक,

अधिशाली अभियन्ता
लघु सिंचाई खण्ड
पिथौरागढ़।

सेवा में,

खुटानी पावर कम्पनी(प्रा०) लिमिटेड,
प्रोजेक्ट ऑफिस, ग्राम-बनकोट, तहसील गंगोलीहाट,
जिला -पिथौरागढ़ (उत्तराखण्ड)।

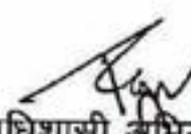
पत्रांक 67 /ल०सि०/दिनांक ०7 मई, 2015

विषय- अनापत्ति प्रमाण-पत्र दिये जाने के सम्बन्ध में।

सन्दर्भ- आपका पत्रांक-के.पी.सी.पी.एल./सिंचाई/(पी)/साईट/03/2015/दिनांक 13.4.2015

महोदय,

उपरोक्त विषयक संदर्भित पत्र का संदर्भ ग्रहण करने का कष्ट करें। उक्त पत्र के क्रम में सहायक अभियन्ता, लघु सिंचाई उपखण्ड बेरीनाग की संस्तुति के आधार पर आपको अनापत्ति प्रमाण-पत्र निर्गत किया जाता है।


अधिशाली अभियन्ता
लघु सिंचाई खण्ड
पिथौरागढ़।
सिंचाई खण्ड, पिथौरागढ़

कार्यालय

अधिशारी अभियन्ता
अ० ख० लो० नि० वि० बेरीनाग,
जिला - पिथौरागढ़

पत्रांक 477 1/11

दिनांक 27-4-15

सेवा में,

महाप्रबन्धक

खुटानी पावर कम्पनी प्रा० लि०

प्रोजेक्ट ऑफिस- ग्राम बनकोट

तहसील - गंगोलीहाट

जिला - पिथौरागढ़।

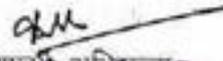
विषय- अनापत्ति प्रमाण पत्र दिये जाने के सम्बन्ध में।

सन्दर्भ : आपका पत्र संख्या के.पी.सी.पी.लि. / पी.डब्ल्यू.डी. (पी.) / साईट 02, दिनांक 13/04/2015

महोदय,

उपरोक्त विषयक संदर्भित पत्र का संदर्भ ग्रहण करने का कष्ट करें उक्त पत्र के क्रम में कनिष्ठ अभियन्ता बेरीनाग की आख्या के आधार पर एवं मार्गों को क्षतिग्रस्त न किये जाने व यातायात अवरुद्ध न किये जाने शर्त पर और क्षति हो जाने पर विभागीय मानकों के अनुरूप अपने व्यय पर क्षतिपूर्ति किये जाने की शर्त पर अनापत्ति प्रमाण पत्र निर्गत किया जाता है।

भवदीय


अधिशारी अभियन्ता
अधिशारी अभियन्ता
अ० ख० लो० नि० वि० बेरीनाग दि०
बेरीनाग (पिथौरागढ़)
जिला - पिथौरागढ़

प्रेषक

अधिशाली अभियन्ता,
पेयजल निगम गंगोलीहाट,
जिला - पिथौरागढ़।

सेवा में,

महाप्रबन्धक,
खुटानी पावर कम्पनी प्रा० लि०
बनकोट
तहसील- गंगोलीहाट
जिला- पिथौरागढ़।

पत्रांक 10957 40-1 - 14

दिनांक 18/05/2015

विषय- अनापत्ति प्रमाण पत्र दिये जाने के सम्बन्ध में।

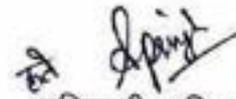
सन्दर्भ : पत्र संख्या के.पी.सी.पी.लि./पेयजल (पी) के.एस.के. -04/2015 दिनांक 13/04/2015

महोदय,

कृपया उपरोक्त विषयक सन्दर्भित पत्र का सन्दर्भ ग्रहण करने का कष्ट करें। इस सम्बन्ध में अवगत कराना है कि वर्तमान में उत्तराखण्ड पेयजल निगम लि० शा० गंगोलीहाट के द्वारा सरयू नदी से दो पंपिंग पेयजल योजनाएं (ग्वासीकोट ग्राम समूह पंपिंग पेयजल योजना एवं बेलपट्टी ग्राम समूह पंपिंग पेयजल योजना) बनायीं जानी प्रस्तावित है। उक्त पंपिंग पेयजल योजनाओं हेतु अभिकल्पन वर्ष में पेयजल माँग 2758 किली०/दिन अथवा 1914 ली०/मिनट है।

अतः खुटानी लघु जल विद्युत परियोजना हेतु भविष्य की पेयजल योजनाओं के लिए पेयजल माँग को ध्यान में रखते हुए सशर्त अनापत्ति प्रमाण प्रदान किया जाता है कि वर्षभर 2758 किली०/दिन अथवा 1914 ली०/मिनट पानी की उपलब्धता सुनिश्चित की जायेगी।

भवदीय



अधिशाली अभियन्ता
पेयजल निगम गंगोलीहाट
जिला- पिथौरागढ़
Uttarakhand Jay Jai Nigam
Dehradun

प्रेषक

अधिसासी अभियन्ता,
उत्तराखण्ड जल संस्थान,
पिथौरागढ़।

सेवा में,

खुटानी पावर कम्पनी प्रा० लि०
प्रोजेक्ट ऑफिस, ग्राम बनकोट
तहसील- गणार्ई गंगोली
जिला- पिथौरागढ़।

पत्रांक 2693 / *कै. (गंगोली)* 30

दिनांक 30/10/2015

विषय- अनापत्ति प्रमाण पत्र दिये जाने के सम्बन्ध में ।

सन्दर्भ : आपका पत्र संख्या के.पी.सी.पी.लि./जल संस्थान (पी) साईट -05/2015 दिनांक 13/04/2015

महोदय,

कृपया उपरोक्त विषयक सन्दर्भित पत्र का सन्दर्भ ग्रहण करने का कष्ट करें। उक्त पत्र के क्रम में कनिष्ठ अभियन्ता गणार्ई तथा सहायक अभियन्ता पिथौरागढ़ की संस्तुति के आधार पर अनापत्ति प्रमाण -पत्र निर्गत किया जाता है।

भवदीय

(आर०के० वर्मा)
30/10/15
अधिसासी अभियन्ता
उत्तराखण्ड जल संस्थान
पिथौरागढ़

प्रेषक,

मुख्य कृषि अधिकारी,
पिथौरागढ़।

प्रेषित,

महाप्रबंधक,
खुटानी पावर कम्पनी लि०
पिथौरागढ़।

पत्रांक
महोदय,

५१४ /आ०प्र०प०/2015-16 दिनांक

५ जून 2015

आपके द्वारा दिनांक 15.04.2015 को प्राप्त खुटानी जल विद्युत परियोजना जो ग्राम सभा बडगेरी से सिरसोली, ग्राम पंचायत विकास खण्ड, गंगोलीहीहाट, तहसील गंगोलीहाट, जनपद पिथौरागढ़ में किया जाना प्रस्तावित है को इस कार्यालय के पत्रांक 107 दिनांक 23 अप्रैल 2015 को कृषि एवं भूमि संरक्षण अधिकारी, बेरीनाग को पत्र मय पत्रावली भेजी गयी। कृषि एवं भूमि संरक्षण अधिकारी, बेरीनाग के पत्र सं० 85 दिनांक 30.05.2015 द्वारा अवगत कराया गया है कि उक्त क्षेत्र का सम्बन्धित कर्मचारी एवं ग्राम प्रधान द्वारा निरीक्षण किया गया है। तदुपरान्त खुटानी जल विद्युत परियोजना बनाने हेतु ग्राम प्रधान द्वारा डूब क्षेत्र एवं कृषि भूमि को कोई नुकसान न होने के सम्बन्ध में अनापत्ति प्रमाण दिया गया है।

अतः उपरोक्त तथ्यों एवं ग्राम प्रधान के प्रमाण पत्र के आधार पर उक्त परियोजना हेतु विभाग द्वारा अनापत्ति प्रमाण पत्र दिया जा रहा है।

भवदीय,


मुख्य कृषि अधिकारी,
पिथौरागढ़।

प्रमाण पत्र

प्रमाणित किया जाता है कि ग्राम सभा बडगेरी से सिरसोली, ग्राम पंचायत विकास खण्ड, गंगोलीहीहाट, तहसील गंगोलीहाट, जनपद पिथौरागढ़ में खुटानी जल विद्युत परियोजना 21. मेगावाट प्रस्तावित है। योजना बनाने हेतु अनापत्ति प्रमाण पत्र जारी किया जा रहा है।


मुख्य कृषि अधिकारी,
पिथौरागढ़।

कार्यालय ज्येष्ठ मत्स्य निरीक्षक, पिथौरागढ़

पत्रांक- 902

दिनांक 20/05/2015

सेवा में,

महाप्रबन्धक,

खुटानी पावर कम्पनी प्रा० लि०

बनकोट

तहसील- गंगोलीहाट

जिला- पिथौरागढ़

विषय:- अनापत्ति पत्र के सम्बन्ध में ।

उपरोक्त विषयक आपके पत्रांक KPCPL/ FISHRIES (P) SITE-09/2015 दिनांक 23/04/2015 द्वारा अवगत कराया गया है कि आपके द्वारा तहसील गंगोलीहाट, जिला पिथौरागढ़ में खुटानी लघु जल विद्युत परियोजना 21 मेगावाट का निर्माण किया जा रहा है।

उपरोक्त परियोजना के निर्माण तथा संचालन में मत्स्य विभाग पिथौरागढ़ को कोई आपत्ति नहीं है. यदि परियोजना के संचालन के समय नदी में न्यूनतम 200 लीटर /सेकेण्ड अथवा उससे अधिक जल बहाव तथा वर्षा काल में जुलाई व अगस्त माह में अधिकतम जल प्रवाह सुनिश्चित किया जाय ताकि जलीय जीव जन्तु एवं जलीय पर्यावरण पर कोई प्रतिकूल प्रभाव न पड़े।

भवदीय

Jon (रितेश कुमार चन्द)
ज्येष्ठ मत्स्य प्रभारी
पिथौरागढ़

प्रेषक,

अधिशाली अभियन्ता,
सिंचाई खण्ड,
पिथौरागढ़।

सेवा में,

खुदानी पावर कम्पनी (पी0) लिमिटेड,
प्रोजेक्ट ऑफिस, ग्राम-बनकोट, तहसील गंगोलीहाट,
जिला-पिथौरागढ़ (उत्तराखण्ड)।

पत्रांक:- 886 /सिंखपि/आई-13/दिनांक

47.

अप्रैल, 2015।

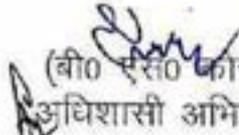
विषय:- अनुमति पत्र दिये जाने के सम्बन्ध में।

संदर्भ:- आपका पत्रांक-के.पी.सी.पी.एल./सिंचाई/(पी)/साईट/14/2015दिनांक 07.05.2015

महोदय,

उपरोक्त विषयक संदर्भित पत्र का संदर्भ ग्रहण करने का कष्ट करें। उक्त पत्र के कम में सहायक अभियन्ता तृतीय, वेरीनाग की संस्तुति के आधार पर आपको वाटर लिंकेज हेतु अनुमति पत्र निर्गत किया जाता है, जिससे विभाग को कोई आपत्ति नहीं है।

भवदीय,


(बी0 एस0 कोरंगा)
अधिशाली अभियन्ता

पत्रांक:- /सिंखपि/आई-13/तददिनांक

प्रतिलिपि सहायक अभियन्ता, सिंचाई उपखण्ड, तृतीय, वेरीनाग को आपके पत्रांक-121/सिंउवे आई-4/दिनांक 01.07.2015 के कम में सूचनार्थ प्रेषित है।


(बी0 एस0 कोरंगा)
अधिशाली अभियन्ता

By,
Executive Engineer,
Irrigation Division, Pithoragarh.

To,
Khutani Power Company (P) Limited,
Project Office, Village Bankot Tehsil Gangolihat,
District Pithoragarh (Uttarakhand)

Letter: - 547/ISP/I-13/Dated 24th April, 2015.

Subject: - Regarding granting of no objection certificate.

Ref:- Your letter-KPCPL/Irrigation/(P)/Site/01/2015 Dated
13.04.2015

Sir,

Please refer of the above-mentioned letter. In continuation of the above letter, no objection certificate is issued to you on the basis of the recommendation of Assistant Engineer IV, Berinag.

Sincerely
Signature In English Illegible
(BS Korega)
Executive Engineer
Irrigation Division Pithoragarh



True copy

By,
Executive Engineer
Minor Irrigation Block
Pithoragarh.

To,
Khutani Power Company (Private) Limited,
Project Office, Village - Bankot, Tehsil Gangolihat,
District – Pithoragarh (Uttarakhand).

Letter No. 67 / Minor Irrigation / Dated 07 May, 2015

Subject: Regarding granting of no objection certificate.

Reference – Your letter no.KPCPL/Irrigation/(P)/ Site/03/2015/
Dated 13.4.2015

Sir,

Please take reference of the above-mentioned letter.

In continuation of the above letter, no objection certificate is issued to you on the basis of the recommendation of Assistant Engineer, Minor Irrigation Subdivision Berinag.

Signature In English Illegible
Executive Engineer
minor irrigation block
Pithoragarh
Irrigation Division, Pithoragarh



True copy

Office
Executive Engineer
A. B. Public Works Department, Berinag,
District – Pithoragarh

Letter number 771c

Date 27/4/15

To,
General Manager
Khutani Power Company Private Limited
Project Office- Village Bankot
Tehsil-Gangolihat
District Pithoragarh.

Subject: Regarding granting of no objection certificate.

Reference: Your letter No. KPCPL/PWD(P)/Site 02, dated 13/04/2015

Sir,

Please take reference of the above-mentioned letter. In continuation of the above letter, no objection certificate is issued on the basis of the report of Junior Engineer Berinag and on the condition of not damaging the roads and not blocking the traffic and in case of damage, on the condition of compensation being made at his own expense as per departmental standards.

Sincerely
Signature In English Illegible
Executive Engineer
Berinag (Pithoragarh)
District: - Pithoragarh



True copy

By
Executive Engineer,
Drinking Water Corporation Gangolihat,
District Pithoragarh.

To,
General Manager,
Khutani Power Company Private Limited
Bankot
Tehsil- Gangolihat
District- Pithoragarh

Letter No. 10957 Page-1-14 Dated 18/05/2015

Subject: Regarding granting of no objection certificate.

Reference: Letter No. KPCPL/Drinking Water (P) KSK-04/2015
dated 13/04/2015

Sir,

Please kindly take reference of the above-mentioned letter. In this regard, it is to be informed that at present two pumping drinking water schemes are proposed to be made at Saryu river by Uttarakhand Drinking Water Corporation Ltd. Gangolihat (Gwasikoti Village Group Pumping Drinking Water Scheme and Belpatti Village Group Pumping Drinking Water Scheme). The drinking water demand for the above pumping drinking water schemes in the design in a year is 2756 kg/day or 1914 l/minute.

Therefore, keeping in mind the drinking water demand for future drinking water schemes for Khutani Small Hydropower Project, conditional no objection certificate is granted that availability of 2756 kg/day or 1914 l/minute water will be ensured throughout the year.



True copy

Sincerely
Signature in English illegible
Executive Engineer
Drinking Water Corporation Gangolihat
District Pithoragarh



True copy

By,
Executive Engineer,
Uttarakhand Water Institute,
Pithoragarh.

To,
Khutani Power Company Private Limited
Project Office, Village Bankot Tehsil - Ganai Gangoli
District – Pithoragarh.

Letter No. 2493/ Development Block Gangolihat /30 Dated
30/10/2015

Subject: Regarding granting of no objection certificate.

Reference: Your letter No. KPCPL/Jal Sansthan (P) Site –
05/2015 dated 13/04/2015

Sir,

Please kindly take reference of the above-mentioned letter. In continuation of the above letter, no objection certificate is issued on the basis of the recommendation of Junior Engineer Ganai and Assistant Engineer Pithoragarh.

Sincerely
Signature in English illegible
30/10/15
(RK Verma)
Executive Engineer Administration
Uttarakhand Water Institute
Pithoragarh



True copy

By
Chief Agriculture Officer,
Pithoragarh.

By,
General Manager,
Khutani Power Company Limited
Pithoragarh.

Letter No. 418/A.P.P./2015-16 dated 4 June 2015

That a letter was sent along with record to the Agriculture and Land Conservation Officer, Berinag through this office's letter number 107 dated 23 April 2015 regarding the Khutani Hydroelectric Project (which is proposed to be done from Gram Sabha Badgeri to Sirsoli, Gram Panchayat Development Block, Gangolihat, Tehsil Gangolihat, District Pithoragarh) which was received by you on dated 15.04.2015. Agriculture and Land Conservation Officer, Berinag has informed through letter no. 85 dated 30.05.2015 that the said area has been inspected by the concerned employee and village head. Subsequently, the village head has given no objection certificate regarding no damage to the submerged area and agricultural land for the construction of Khutani Hydroelectric Project.

Therefore, on the basis of the above facts and the certificate of the village head, the department is giving no objection certificate for the said project.

Sincerely,
Signature In English Illegible
Chief Agriculture Officer,
Pithoragarh.



True copy

Certificate

It is certified that Khutani Hydropower Project of 21 MW is proposed in Gram Sabha Badgeri to Sirsoli, Gram Panchayat Development Block, Gangolihat Tehsil Gangolihat, Pithoragarh District. No objection certificate is being issued for the project.

Signature In English Illegible
Chief Agriculture Officer,
Pithoragarh.



True copy

Office of Senior Fisheries Inspector, Pithoragarh

Letter No.: 902

Dated 20/05/2015

To,
General Manager,
Khutani Power Company Private Limited
Bankot
Tehsil - Gangolihat
District – Pithoragarh

Subject: - Regarding no objection letter.

This has been informed by your above subjected letter No. KPCPL/ FISHERIES (P) SITE-09/2015 dated 23/04/2015 that Khutani Small Hydropower Project of 21 MW is being constructed by you in Tehsil Gangolihat, District Pithoragarh.

Fisheries Department Pithoragarh has no objection in the construction and operation of the above project. If at the time of operation of the project, minimum water flow of 200 liters/second or more in the river and maximum water flow is ensured in the months of July and August during the rainy season, then that there is no adverse effect on aquatic animals and aquatic environments.

Sincerely
Signature In English Illegible
20/5/15
(Ritesh Kumar Chand)
Senior Fisheries Officer
District Pithoragarh



True copy

By,
Executive Engineer,
Irrigation section,
Pithoragarh

To,
Khutani Power Company (P) Limited,
Project Office, Village Bankot Tehsil Gangolihat,
District – Pithoragarh (Uttarakhand).
Letter No.:- 886/ISP/I-13/Dated April, 2015. ,

Subject:- Regarding granting of permission letter.

Ref: Your letter - KPCPL/Irrigation/(P)/Site/14/2015 dated
07.05.2015

Sir,

Please take reference of the above-mentioned letter. In view of the above letter, based on the recommendation of Assistant Engineer III, Berinag, permission letter is issued to you for water linkage, to which the department has no objection.

Sincerely,
Signature In English Illegible
(BS Korana)
Executive Engineer

Letter ISP / I - 13 / Dated

The copy is sent to the Assistant Engineer, Irrigation Subdivision, III, Berinag for information in the order of your letter no. 121/ Sinuve I-4/ dated 01.07.2015.

(BS Koranga)
Executive Engineer



True copy

कार्यालय प्रमुख वन संरक्षक, परियोजनायें, उत्तराखण्ड

85-राजपुर रोड, देहरादून-248001

पत्र संख्या /3-19 (कैट-प्लान) देहरादून, दिनांक 30 अक्टूबर, 2017

सेवा में,

अपर प्रमुख वन संरक्षक/नोडल अधिकारी,
भूमि सर्वेक्षण निदेशालय/व०भू०६०, उत्तराखण्ड,
इन्दिरा नगर, देहरादून।

विषय :- 'खुटानी जल-विद्युत परियोजना' के कैट प्लान अनुमोदन के सम्बन्ध में।

महोदय,

प्रमुख वन संरक्षक, उत्तराखण्ड द्वारा निर्गत कार्यालय आदेश पत्रांक P.O. 385/3-19 (कैट-प्लान) दिनांक 13.10.2017 के माध्यम से पिथौरागढ़ वन प्रभाग के अंतर्गत स्थापित की जाने वाली 'खुटानी जल-विद्युत परियोजना' (उत्पादन क्षमता 21 MW) के अनुमोदित 'कैट-प्लान' को 03 प्रतिशत में आपके स्तर पर अपेक्षित अग्रेत्तर कार्यवाही एवं यथा-आवश्यकतानुसार वन, पर्यावरण एवं जलवायु परिवर्तन मंत्रालय, भारत सरकार को प्रस्तुत करने के आशय से प्रेषित किया जा रहा है। सुलभ संदर्भ हेतु उपरोक्त आदेश की छायाप्रति संलग्न है।

'खुटानी जल-विद्युत परियोजना' की कुल लागत ₹210.47 करोड़ है जिसके सापेक्ष 'कैट-प्लान' हेतु कुल परियोजना लागत की 2% धनराशि ₹4.2094 करोड़ निर्धारित है।

संलग्नक :- उपरोक्तानुसार।

भवदीय,

(मोनीष मल्लिक)
प्रमुख वन संरक्षक (परियोजनायें),
उत्तराखण्ड, देहरादून।

पत्रांक 280 (1)/3-19 (कैट प्लान) तददिनांकित।

प्रतिलिपि निम्नलिखित को उपरोक्तानुसार सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित :-

1. प्रमुख वन संरक्षक, उत्तराखण्ड, देहरादून को 01 प्रति में प्रेषित।
2. मुख्य वन संरक्षक, कुमाऊँ, नैनीताल को 01 प्रति में प्रेषित।
3. वन संरक्षक, उत्तरी कुमाऊँ, अल्मोड़ा को 01 प्रति में प्रेषित।
4. प्रभागीय वनाधिकारी, पिथौरागढ़ वन प्रभाग, पिथौरागढ़ को 01 प्रति में प्रेषित।
5. प्रभागीय वनाधिकारी, बागेश्वर वन प्रभाग, बागेश्वर को 01 प्रति में प्रेषित।
6. महा-प्रबंधक, खुटानी पावर कम्पनी को 01 प्रति में प्रेषित।

संलग्नक :- उपरोक्तानुसार।

(मोनीष मल्लिक)
प्रमुख वन संरक्षक (परियोजनायें),
उत्तराखण्ड, देहरादून।

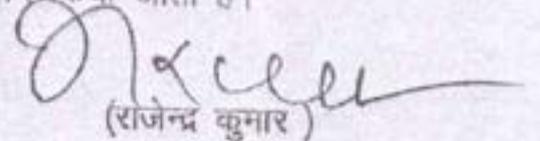
कार्यालय प्रमुख वन संरक्षक, उत्तराखण्ड।

85-राजपुर रोड, देहरादून-248001
पत्र संख्या P.O. 385/3-19 (कैट प्लान) देहरादून, दिनांक 13 अक्टूबर, 2017

कार्यालय आदेश

पिथौरागढ़ वन प्रभाग के अंतर्गत स्थापित की जाने वाली 'खुटानी जल-विद्युत परियोजना' (उत्पादन क्षमता 21 MW) की कुल लागत ₹210.47 करोड़ है जिसके सापेक्ष 'कैट-प्लान' हेतु निर्धारित घनराशि ₹4.2094 करोड़ (कुल परियोजना लागत की 2%) है।

इस कार्यालय के आदेश संख्या ख-884/13-2(2) दिनांक 14.11.2011 के अनुसार 'खुटानी जल-विद्युत परियोजना' के 'कैट-प्लान' के सम्यन्ध में प्रमुख वन संरक्षक, परियोजनायें की अध्यक्षता में आहूत स्क्रीनिंग कमेटी की तृतीय बैठक दिनांक 07.09.2017 में 'कैट-प्लान' के अनुमोदन हेतु की गई संस्तुति के क्रम में 'खुटानी जल-विद्युत परियोजना' के 'कैट-प्लान' पर एतद्वारा अनुमोदन प्रदान किया जाता है।



(राजेन्द्र कुमार)

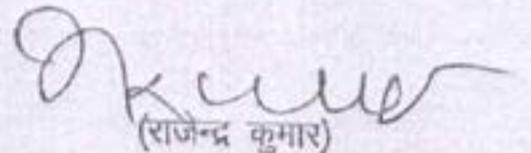
प्रमुख वन संरक्षक,

उत्तराखण्ड, देहरादून।

पत्रांक P.O. 385 (1)/3-19 (कैट प्लान) तददिनांकित।

प्रतिलिपि निम्नलिखित को उपरोक्तानुसार सूचनार्थ प्रेषित :-

1. प्रभारी सचिव, वन एवं पर्यावरण अनुभाग-3, उत्तराखण्ड शासन, देहरादून।
 2. प्रमुख वन संरक्षक, परियोजनायें, उत्तराखण्ड।
 3. अपर प्रमुख वन संरक्षक/नोडल अधिकारी, भूमि सर्वेक्षण निदेशालय/व०भू०६०, उत्तराखण्ड।
 4. मुख्य वन संरक्षक, कुमाऊँ, नैनीताल।
 5. वन संरक्षक, उत्तरी कुमाऊँ, अल्मोड़ा।
 6. प्रभागीय वनाधिकारी, पिथौरागढ़ वन प्रभाग, पिथौरागढ़।
- ✓ महा-प्रबंधक, खुटानी पावर कम्पनी।



(राजेन्द्र कुमार)

प्रमुख वन संरक्षक,

उत्तराखण्ड, देहरादून।

TRANSLATED COPY OF ANNEXURE
R-23

**Office of the Chief Conservator of Forests, Projects,
Uttarakhand**

85 - Rajpur Road, Dehradun- 248001

**Letter No. /3-19 (CAT-Plan) Dehradun, dated 30 October,
2017**

To,

Additional Chief Conservator of Forest/Nodal Officer,
Directorate of Land Survey/Forest Land Illegible Uttarakhand,
Indira Nagar, Dehradun.

**Subject: - Regarding approval of CAT plan of 'Khutani
Hydroelectric Project'.**

Sir,

That through office order issued through letter number PO 385/3-19 (CAT-Plan) dated 13.10.2017 issued by Chief Forest Conservator, Uttarakhand, the approved CAT plan of 'Khutani Hydroelectric Project' (generation capacity 21 MW) to be established under Pithoragarh Forest Division is being sent in 03 copies with the intention of taking necessary further action at your level and as per requirement, presenting it to the Ministry of Forest, Environment and Climate Change, Government of India. A photocopy of the above order is attached for easy reference.



True copy

The total cost of 'Khutani Hydro-Electric Project' is ₹ 210.47 crore, against which 2% of the total project cost for 'CAT-Plan' is fixed at ₹ 4.2094 crore.

Attachment: - As above.

Sincerely,
(Monish Mallik)
Chief Conservator of Forests (Projects),
Uttarakhand Dehradun.



True copy

Letter No. 280 (1)/3-19 (CAT Plan) dated.

Copy sent to the following for information and necessary action as above

1. Sent 01 copy to Chief Conservator of Forest, Uttarakhand, Dehradun.
2. Sent 01 copy to Chief Conservator of Forest, Kumaon, Nainital.
3. Sent 01 copy to Forest Conservator, North Kumaon, Almora.
4. Sent 01 copy to Divisional Forest Officer, Pithoragarh Forest Division, Pithoragarh.
5. Sent 01 copy to Divisional Forest Officer, Bageshwar Forest Division, Bageshwar.
6. Sent 01 copy to the General Manager, Khutani Power Company.

Attachment: - As above.

Signature In English Illegible

30.10.2017

(Monish Mallik)

Chief Conservator of Forests (Projects),

Uttarakhand Dehradun.



True copy

**Office of the Chief Conservator of Forests, Uttarakhand.
85 - Rajpur Road, Dehradun- 248001**

Letter No. P0 385/3-19 (CAT Plan) Dehradun,

Dated 13 October, 2017

Office Order

The total cost of 'Khutani Hydro-Electric Project' (generation capacity 21 MW) to be established under Pithoragarh Forest Division is Rs 210.47 crore against which the amount earmarked for 'CAT-Plan' is Rs 4.2094 crore (2% of the total project cost).

As per this office order No. B-864/13-2 (2) dated 14.11.2011, in relation to the 'CAT-Plan' of 'Khutani Hydro-Electric Project', the third meeting of the Screening Committee convened under the chairmanship of the Chief Conservator of Forests, Projects, was held on 07.09.2017 for the approval of the 'CAT-Plan', in continuation of the recommendation, the 'CAT-Plan' of 'Khutani Hydro-Electric Project' is hereby approved.

Signature In English Illegible

Rajendra Kumar

Chief Conservator of Forests (Projects),

Uttarakhand Dehradun.

Letter No. P0 385 (1)/3-19 (CAT Plan) dated.



True copy

Copy sent to the following for information as above

1. Secretary in-charge, Forest and Environment Section-3, Government of Uttarakhand, Dehradun.
2. Chief Conservator of Forests, Projects, Uttarakhand.
3. Additional Chief Conservator of Forest/Nodal Officer, Directorate of Land Survey/Forest Land Illegible Uttarakhand.
4. Chief Conservator of Forest, Kumaon, Nainital.
5. Forest Conservator, North Kumaon, Almora.
6. Divisional Forest Officer, Pithoragarh Forest Division, Pithoragarh.
7. General Manager, Khutani Power Company.

Signature In English Illegible
Rajendra Kumar
Chief Conservator of Forests (Projects),
Uttarakhand Dehradun.



True copy

प्रेषक,

हरबंस सिंह घुघ
प्रभारी सचिव,
उत्तराखण्ड शासन।

सेवा में,

जिलाधिकारी
पिथौरागढ़।

राजस्व अनुभाग-2

देहरादून दिनांक 04 अप्रैल, 2017

विषय :- ग्राम समा बटगोरी (नाघर) से सिरसोली (भानमती) ग्राम पंचायत विकासखण्ड गंगोलीहाट तहसील गणाई गंगोली, जिला पिथौरागढ़ में खुटानी लघु जल विद्युत परियोजना हेतु कुल 1.045 है0 भूमि कय करने की अनुमति के सम्बन्ध में।

महोदय,

उपरोक्त विषयक आपके पत्र संख्या 1178/सात-77/2015-16, दिनांक 09.06.2016 के सन्दर्भ में मुझे यह कहने का निदेश हुआ है कि श्री राज्यपाल, खुटानी पावर कम्पनी प्रा0लि0, गुडगांव को औद्योगिक प्रयोजन (लघु जल विद्युत परियोजना का निर्माण) हेतु ग्राम समा बटगोरी(नागर) से सिलसोली (भानमती) ग्राम पंचायत विकासखण्ड गंगोलीहाट, तहसील गणाई गंगोली, जनपद पिथौरागढ़ के खाता संख्या-5, 11, 16 एवं 20 श्रेणी-1(क) रकबा 1.045 है0 भूमि कय की अनुमति, उत्तराखण्ड (उ0प्र0 जमींदारी विनाश एवं भूमि व्यवस्था अधिनियम, 1950) (अनुकूलन एवं उपान्तरण आदेश, 2001) (संशोधन) अधिनियम, 2003 दि0 15.01.2004 की धारा-154(4)(3)(क)(v) के अन्तर्गत ऊर्जा विभाग, उत्तराखण्ड शासन की अनापत्ति/सहमति के क्रम में निम्नलिखित शर्तों/प्रतिबन्धों के साथ प्रदान करते हैं:-

- 1- कंता धारा-129-ख के अधीन विशेष श्रेणी का भूमिधर बना रहेगा और ऐसा भूमिधर भविष्य में केवल राज्य सरकार या जिले के कलेक्टर, जैसी भी स्थिति हो, की अनुमति से ही भूमि कय करने के लिये अर्ह होगा।
- 2- कंता द्वारा कय की गई भूमि का उपयोग दो वर्ष की अवधि के अन्दर, जिसकी गणना भूमि के विक्रय विलेख के पंजीकरण की तिथि से की जायेगी अथवा उसके बाद ऐसी अवधि के अन्दर जिसको राज्य सरकार द्वारा ऐसे कारणों से जिन्हें लिखित रूप में अभिलिखित किया जायेगा, उसी प्रयोजन (लघु जल विद्युत परियोजना का निर्माण) के लिये करेगा, जिसके लिये अनुज्ञा प्रदान की गई है। यदि वह ऐसा नहीं करता अथवा उस भूमि का उपयोग जिसके लिये उसे स्वीकृत किया गया था, उससे भिन्न किसी अन्य प्रयोजन हेतु करता है अथवा जिस प्रयोजनार्थ कय किया गया था उससे भिन्न प्रयोजन के लिये विक्रय, उपहार या अन्यथा भूमि का अन्तरण करता है तो ऐसा अन्तरण उक्त अधिनियम के प्रयोजन हेतु शून्य हो जायेगा और धारा-167 के परिणाम लागू होगा।
- 3- जिस भूमि का संकमण प्रस्तावित है, उसके भूस्वामी अनुसूचित जनजाति के न हों और अनुसूचित जाति के भूमिधर होने की स्थिति में भूमि कय से पूर्व सम्बन्धित जिलाधिकारी से नियमानुसार अनुमति प्राप्त की जायेगी।
- 4- जिस भूमि का संकमण प्रस्तावित है, उसके भूस्वामी असंकमणीय अधिकार वाले भूमिधर न हों।
- 5- शासन द्वारा दी गई भूमि कय की अनुमति शासनादेश निर्गत होने की तिथि से 180 दिन तक वैध रहेगी।



True copy

- 6- इकाई को प्रस्तावित औद्योगिक उत्पाद के विनिर्माण हेतु कच्चा माल एवं तैयार माल के भण्डारण एवं उपयोग हेतु वांछित स्वीकृतियां/अनापत्तियां सक्षम विनिर्दिष्ट अधिकारी से स्वयं प्राप्त करनी आवश्यक होंगी।
- 7- इकाई को प्रदूषण नियंत्रण बोर्ड से भी अनापत्ति प्रमाण पत्र प्राप्त करना अनिवार्य होगा।
- 8- इकाई द्वारा क्रय की जाने वाली भूमि का उपयोग निर्धारित प्रयोजन (लघु जल विद्युत परियोजना का निर्माण) एवं प्रस्तावित उद्योग की स्थापना के लिए ही किया जायेगा।
- 9- इकाई राज्य सरकार/शासन के सम्बन्धित विभाग से प्रस्तावित औद्योगिक उत्पाद के विनिर्माण हेतु सभी आवश्यक अनुज्ञायें/स्वीकृतियां स्वयं प्राप्त कर उद्योग की स्थापना करेगी।
- 10- इकाई द्वारा भूमि क्रय-विलेख निष्पादन के उपरान्त अर्जित की जाने वाली भूमि का धारा-143 के अन्तर्गत भू-उपयोग औद्योगिक प्रयोजन हेतु परिवर्तन कराना आवश्यक होगा।
- 11- भूमि क्रय करने के उपरान्त निर्धारित नीति/मार्गदर्शी सिद्धान्तों के अन्तर्गत प्रचलित नियमों/मानकों एवं भवन उपविधियों के अन्तर्गत नियमानुसार कार्यवाही करते हुये निर्माण का प्लान क्षेत्र के सक्षम विनिर्दिष्ट प्राधिकारी से स्वीकृत कराने के पश्चात ही स्थल पर निर्माण कार्य प्रारम्भ किया जायेगा।
- 12- आवेदक द्वारा स्थापित किये जाने वाले उद्यम में उत्तराखण्ड मूल के बेरोजगारों को न्यूनतम 70 प्रतिशत से अधिक का नियमित रोजगार उपलब्ध कराया जायेगा।
- 13- जिलाधिकारी द्वारा यह सुनिश्चित कर लिया जायेगा कि भूमि के प्रस्तावित अन्तरण से किसी राजस्व विधि/नियमों का उल्लंघन न हो तथा प्रस्तावित भूमि भारमुक्त/बन्धक मुक्त होने एवं विवाद रहित होने पर ही क्रय की जाय।
- 14- सम्बन्धित आवेदक द्वारा भू-उपयोग करने से पूर्व रक्षाम एजेन्सी (विनियमित क्षेत्र प्राधिकरण/विशेष क्षेत्र विकास प्राधिकरण/विकास प्राधिकरण) से नियमानुसार अनापत्ति प्राप्त करनी होगी तभी वह भूमि का उपयोग निर्धारित कार्य हेतु कर सकेंगे।
- 15- किसी भी दशा में प्रस्तावित कंटाओं को प्रस्तावित भूमि के अतिरिक्त अन्य भूमि के उपयोग की अनुमति नहीं होगी एवं सार्वजनिक उपयोग की भूमि या अन्य कोई भूमि पर कब्जा न हो इसके लिये भूमि क्रय के तत्काल बाद उसका सीमांकन कर लिया जाय।
- 16- भूमि का विक्रय अपरिहार्य परिस्थितियों के अतिरिक्त अनुमन्य नहीं होगा एवं ऐसी दशा में विक्रय किये जाने हेतु सकारण शासन का अनुमोदन प्राप्त करना होगा।
- 17- योजना प्रारम्भ से पूर्व नियमानुसार सम्बन्धित विभागों/संस्थाओं से विधिक व अन्य अनापत्तियाँ/स्वीकृतियाँ प्राप्त कर ली जायेगी।
- 18- सम्बन्धित इकाई द्वारा प्रस्तावित योजना को प्रारम्भ करने से पूर्व राष्ट्रीय हरित प्राधिकरण (एन.जी.टी.) से शून्य आधारित (Zero based) अनापत्ति प्राप्त करनी आवश्यक होगी।
- 19- सम्बन्धित इकाई द्वारा ठोस अपशिष्ट प्रबन्धन (सोलिड वेस्ट मैनेजमेंट) के अन्तर्गत जैविक व अजैविक पदार्थों का प्रबन्धन सुनिश्चित किया जायेगा।
- 20- सम्बन्धित इकाई द्वारा जलोत्सारण (सीवरेज ट्रीटमेंट प्लांट) हेतु निर्धारित शर्तों का अनुपालन सुनिश्चित किया जायेगा।
- 21- जिलाधिकारी द्वारा प्रस्तावित भूमि के मध्य व किनारे चेक रोड, नाला तथा राज्य सरकार की अवशेष भूमि आदि होने अथवा न होने की स्पष्ट सूचना/विवरण शासन को अनिवार्य रूप से उपलब्ध करायी जायेगी।



22- कय की जा रही भूमि के विक्रय विलेखों पर उक्त अनुमति में इंगित किये गये प्रयोजन के अनुसार ही स्टाम्प शुल्क अदा किया जायेगा।

23- उपरोक्त प्रतिबन्धों/शर्तों का पूर्णतः अनुपालन न होने पर तथा भिन्न उपयोग करने, उत्लंघन होने की दशा में अथवा किसी अन्य कारणों से, जिसे शासन उचित समझता हो, प्रश्नगत स्वीकृति निरस्त कर दी जायेगी।

कृपया तदनुसार आवश्यक कार्यवाही करते हुए इस शासनादेश की शर्तों की अनुपालन स्थिति से यथासमय शासन को भी अवगत कराने का कष्ट करें।

भवदीय,

(हरबंस सिंह चुघ)
प्रभारी सचिव।

पू०सं०- 702 /XVIII(II)/2017-01(03)/2016 तददिनांक।

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित:-

- 1- प्रमुख सचिव, ऊर्जा विभाग, उत्तराखण्ड शासन।
- 2- आयुक्त, कुमाऊँ मण्डल, नैनीताल।
- 3- आयुक्त एवं सचिव, राजस्व परिषद, उत्तराखण्ड, देहरादून।
- 4- महाप्रबन्धक, खुटानी पावर कम्पनी प्रा०लि० प्लाट नं०-49, चतुर्थ तल, सेक्टर-44 गुड़गांव-122001
- 5- निदेशक एन०आई०सी०, सचिवालय परिसर, देहरादून।
- 6- प्रभारी, मीडिया सेन्टर उत्तराखण्ड सचिवालय, देहरादून।
- 7- गार्ड फाईल।

आज्ञा से,

(जे०पी० जोशी)
अपर सचिव।

By,

Harbans Singh Chugh

Secretary in charge,

Uttarakhand Government.

To,

District Magistrate

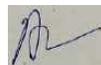
Pithoragarh

Revenue Section-2 Dehradun Dated 04 May, 2017

Subject: - Regarding permission to purchase a total of 1.045 hectares of land for Khutani Small Hydroelectric Project at Gram Sabha Batageri (Naghar) to Sirsoli (Bhanmati) Gram Panchayat Development Block Gangolihat Tehsil Ganai Gangoli, District Pithoragarh.

Sir,

I am directed to say with reference to the above subject your letter No. 1178/Seven-77/2015-16, dated 09.06.2016 that the Governor, in terms of the consent of the Energy Department, Uttarakhand Government, provides the no objection/consent under section 154 (4) (3) (a) (v) (Uttar Pradesh Zamindari Abolition and Land Settlement Act, 1950) (Adaptation and Modification Order, 2001) (Amendment) Uttarakhand Act, 2003 dated 15.01.2004 to purchase land area 1.045 hectare of Khata Number - 5, 11, 16 and 20 Category - 1 (a) by Khutani Power Company Private Limited, Gurgaon for industrial purposes (construction of small hydro power project) from Gram Sabha Batageri (Nagar) to Sirsoli (Bhanmati)



True copy

Gram Panchayat Development Block Gangolihat Tehsil Ganai Gangoli, District Pithoragarh, with the following conditions/restrictions:-

1. The buyer will remain a special category landholder under section 129-B and such landholder will be eligible to purchase land in future only with the permission of the State Government or the Collector of the District, as the case may be.
2. The land purchased by the buyer must be used within a period of two years, which will be calculated from the date of registration of the sale deed of the land or thereafter within such period as may be prescribed by the State Government for reasons to be recorded in writing and will do it for the same purpose (construction of small hydro power project) for which the permission has been granted. If he does not do so or uses the land for which he was sanctioned, uses the land for any purpose other than that for which it was purchased or by sale, gift or otherwise transfers the land for a purpose other than that for which it was purchased, then such transfer will be void for the purpose of the said Act and the consequences of section 167 will apply.
3. The landowner of the land for which transition is proposed should not be a Scheduled Tribe and in case of a Scheduled Caste landholder, permission will be obtained from the concerned District Magistrate as per rules before purchasing the land.
4. The owner of the land whose transfer is proposed should not be a landowner with non-transferable rights.
5. The permission to purchase land given by the government will



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remain valid for 180 days from the date of issue of the government order.

6. Storage of raw materials and finished goods for the manufacturing of industrial products proposed to the unit.

And for the use, it will be necessary to obtain the desired approvals/no objections from the competent specified officer yourself.

7. It will also be mandatory for the unit to obtain no objection certificate from the Pollution Control Board.
8. The land purchased by the unit will be used only for the prescribed purpose (construction of small hydro power project) and establishment of the proposed industry.
9. The unit will establish the industry by itself obtaining all the necessary permissions/approvals for the manufacturing of the proposed industrial product from the concerned department of the State Government/Government.
10. After executing the land purchase deed, it will be necessary to change the land use for industrial purposes under section 143 of the land acquired by the unit.
11. After purchasing the land, under the prescribed policy/guidelines, under the prevailing rules/standards and building bye-laws. Following the rules, the construction work will be started at the site only after getting the construction plan approved by the competent specified authority of the area.
12. In the enterprise to be set up by the applicant, regular employment of more than 70 percent minimum will be provided to the unemployed people of Uttarakhand origin.



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- 13 The District Magistrate will ensure that the proposed transfer of land does not violate any revenue law/rules and the proposed land should be purchased only if it is free from encumbrance/mortgage and free from disputes.
- 14 Before using the land by the concerned applicant, he will have to obtain clearance from the competent agency (Regulated Area Authority / Special Area Development Authority / Development Authority) as per rules. Only then will he be able to use the land for the prescribed purpose.
- 15 Under no circumstances will the proposed purchasers be allowed to use any land other than the proposed land and to ensure that public use land or any other land is not encroached upon, the land should be demarcated immediately after purchase.
- 16 Sale of land will not be permitted except under unavoidable circumstances and in such a situation, the approval of the local government will have to be obtained for the sale.
17. Before starting the scheme, legal and other clearances/ approvals will be obtained from the concerned departments/institutions as per rules.
- 18 Before starting the proposed scheme by the concerned unit, it will be necessary to obtain zero based clearance from the National Green Tribunal (NGT).
- 19 The concerned unit will ensure management of organic and inorganic materials under solid waste management.
- 20 Compliance with the conditions prescribed for sewerage treatment plant will be ensured by the concerned unit.
- 21 There should be check road, drain and residual land of the



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state government etc. in the middle and sides of the land proposed by the District Magistrate.

Or clear information/details about its absence will be compulsorily made available to the government.

- 22 Stamp duty will be paid on the sale deeds of the land being purchased as per the purpose indicated in the said permission.
- 23 If the above restrictions/conditions are not fully complied with and in case of different use, violation or for any other reason which the government deems appropriate, the approval in question will be cancelled.

Please take necessary action accordingly and make efforts to inform the government about the compliance status of the terms of this mandate in due course of time.

Sincerely,
(Harbans Singh Chugh)
Secretary in charge.

Page No. 702/XVIII (II)/2017-01(03)/2016 dated.

Copy sent to the following for information and necessary action: -

1. Principal Secretary, Energy Department, Government of Uttarakhand.
2. Commissioner, Kumaon Division, Nainital.
3. Commissioner and Secretary, Revenue Council, Uttarakhand Dehradun.
4. General Manager, Khutani Power Company Private Limited, Plot No. 49, 4th Floor, Sector-44



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5. Director NIC, Secretariat Complex, Dehradun.
6. Incharge, Media Center Uttarakhand Secretariat, Dehradun.
7. Guard file.

With permission
Signature In English Illegible
(JP Joshi)
Additional Secretary.



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उत्तराखण्ड शासन

ऊर्जा विभाग

संख्या 31/2005-04(8)-129/2010

देहरादून: दिनांक: 11 अप्रैल, 2013

कार्यालय ज्ञाप

मा० उच्च न्यायालय नैनीताल द्वारा रिट याचिका संख्या 72/2011(पी0आई0एल0) में पारि दिनांक 15.07.2011 की अनुपालना में सरजू नदी घाटी में निर्मित/निर्माणाधीन/प्रस्तावित निम्न ज परियोजना के निर्माण से सरजू नदी घाटी पर पडने वाले संचयी पर्यावरणीय प्रभाव का अध्ययन प्रौद्योगिक संस्थान रुडकी द्वारा किया गया भारतीय प्रौद्योगिक संस्थान रुडकी द्वारा सरजू नदी प्रस्तावित सभी जल विद्युत परियोजनाओं के निर्माण से पडने वाले संचयी पर्यावरणीय प्रभाव का अ सरजू नदी घाटी में प्रस्तावित परियोजनाओं का निर्माण अतिपय प्रतिबन्धों के अधीन स्वीकृत किये संस्तुति की गयी है:-

क्र०स०	परियोजना का नाम	अनुमानित क्षमता मे०घा० में	वर्तमान स्थिति
1	लोहार खेत लघु जल विद्युत परियोजना	4.50	परिचालित
2	सरजू-1 लघु जल विद्युत परियोजना	7.50	निर्माणाधीन
3	सरजू-2 लघु जल विद्युत परियोजना	15.00	निर्माणाधीन
4	सरजू-3 लघु जल विद्युत परियोजना	10.50	निर्माणाधीन
5	बाली घाट लघु जल विद्युत परियोजना	5.50	निर्माणाधीन
6	खुटानी लघु जल विद्युत परियोजना	21.00	शाबंदि
7	सेराघाट लघु जल विद्युत परियोजना	11.10	आवंडित
8	अति लघु/सूक्ष्म जल विद्युत परियोजनाएं	कुल 1.87	परिचालित -11

प्रस्तावित/निर्माणाधीन लघु जल विद्युत परियोजनाओं के निर्माण से, भारतीय प्रौद्योगिक संस्थान रुडकी द्वारा की गयी संस्तुति के अनुसार, सरजू नदी घाटी पर नगण्य पर्यावरणीय प्रभाव की संभाव दृष्टिगत रखते हुए सरजू नदी घाटी की संचयी पर्यावरणीय अध्ययन रिपोर्ट निम्न प्रतिबन्धों के अधीन की जाती है:-

- 1- प्रस्तावित जल विद्युत परियोजनाओं की न्यायवर्तन संरचनाओं के डाउन स्ट्रीम में 90 प्रतिशत वर्ष के वर्ष का न्यूनतम 15 प्रतिशत जल स्राव नदी में वर्ष भर प्रवाहित रखा जायेगा।
- 2- अप स्ट्रीम विद्युत गृह के टेल रेस लेवल एवं अनुवर्ती डाउन स्ट्रीम परियोजना के फुल रिज लेवल के मध्य न्यूनतम 1 कि०मी० की दूरी रहेगी।
- 3- परियोजना विकास संस्था द्वारा परियोजना निर्माण से उत्पन्न मलबे के निस्तारण हेतु नदी के उच्च जल स्तर से न्यूनतम 30 मीटर की दूरी पर उपयुक्त स्थान का चयन किया जायेगा। मलवा निस्तारण का भविष्य में विकास सामुदायिक उपयोग के उद्देश्य हेतु किया जायेगा। मलवा निस्तारण स्थलों पर उपयुक्त सुरक्षात्मक कार्य किये जायेगे ताकि मलबे का निस्तारण स्थलों से मलबे का क्षरण एवं कटाव नदी में कि० दशा में ना हो सके।
- 4- वायु प्रदूषण रोकने हेतु मलबे के ढुलान के समय मलबे पर जल का छिडकाव किया जायेगा।
- 5- निर्माण के समय परियोजना विकास कर्ता द्वारा परियोजना के निकटवर्ती क्षेत्रों (500 मीटर के भीतर) स्थित आवासों, भवनों के मालिकों को उपयुक्त दीया कवर प्रदान किया जायेगा।
- 6- परियोजना विकास कर्ता द्वारा शासकीय नियमों/अधिनियमों के अनुरूप वनीकरण का कार्य कराया जायेगा।



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7- पाँचों-ना विकास कर्ता द्वारा व्यावर्तन सरंचानाओं के हाउन स्ट्रीम में प्रदेश सरकार के मत्स्य [के परामर्श के अनुसार छोटे-छोटे तालाव कम जल प्रवाह के समय गल्लियों को सुरक्षा प्रदान करन नर्सि हेतु विकसित किये जायेंगे।

8- सेराघाट एवं खुटानी लघु जल विद्युत पाँचों-नाओं की व्यावर्तन सरंचानाओं के केस्ट लेवल तल पर बनाये जायेंगे ताकि बाढ के समय, नदी का राग परियोजना के डिजाइन याव से अधिक हो समय व्यावर्तन सरंचानाओं के खुले कपाटों से गल्लिीर मछली का प्रवजन बिना किसी परेशानी के बागेश्वर हो सके जैसा कि वर्तमान में हो रहा है।


(एम०सी० उप्रैती)
अपर सचिव।

संख्या: 11/2005-04(8)/129/2010 तदिनांक।

प्रतिलिपि निम्नलिखित को आवश्यक कार्यवाही हेतु प्रेषित--

- 1- प्रमुख सचिव वन एवं पर्यावरण उत्तराखण्ड शासन।
- 2- नोडल अधिकारी एवं अपर प्रमुख का रांशक देहरादून।
- 3- प्रबन्ध निदेशक जल विद्युत निगम देहरादून।
- 4- सचिव, उत्तराखण्ड पर्यावरण एवं प्रदूषण नियंत्रण बोर्ड देहरादून।
- 5- प्रबन्ध निदेशक यू०आई०पी०सी० देहरादून।


8/4/13


आशा सिंह
(संजीव कुमार शर्मा)
उप सचिव।

GOVT. OF UTTARAKHAND

Department of Energy

No. 83 1 1/2005-04 (8)-129/2010

Dehradun: Dated: April 11, 2013

OFFICE MEMO

Study of cumulative environmental impact on Sarju River Valley due to the construction/ under construction / proposed low water project in Sarju river valley has been done by IIT Roorkee in compliance of Hon'ble Nainital High Court's order passed on date 15.07.2011 in Writ Petition No. 72/ 2011 (PIL). The Indian Institute of Technology, Roorkee has studied the cumulative environmental impact of the construction of all the proposed hydropower projects in the Sarju River Valley and has recommended that the construction of the proposed projects in the Sarju River Valley be approved subject to certain restrictions:-

S.No	Name of Project	Average capacity in M.W.	Present Status
1.	Lohar Khet Small Hydropower Project	4.50	Operated
2.	Sarju-1 Small Hydropower Project	7.50	Under construction
3.	Sarju-2 Small Hydropower Project	15.00	Under construction



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4.	Sarju-3 Small Hydropower Project	10.50	Under construction
5.	Bali Ghat Small Hydropower Project	5.50	Under construction
6.	Khutani Small Hydropower Project	21.00	Allotted
7.	Seraghat Small Hydropower Project	11.10	Allotted
8.	Very Small/ Micro Hydropower Projects	1.87	Operated - 11

Keeping in view the possibility of negligible environmental impact on Sarju River Valley due to construction of proposed/under-construction small hydropower projects, as per the recommendation made by Indian Institute of Technology, Roorkee, cumulative environmental study report of Sarju River Valley is accepted under the following restrictions:-

1. A minimum of 15 percent water of 90 percent available in the down stream of diversion structures of the proposed hydropower projects will be kept flowing in river throughout the year.
2. There shall be a minimum distance of 1 km between the tail race label of the up stream powerhouse and the full reserve level of the subsequent down stream project.
3. A suitable place will be selected by the Project Development Organization at a minimum distance of 30 meters from the high water level of the river for the disposal of debris generated from the construction of the project. The future development of sewage disposal will be done for the purpose of community use. Protective works will be done at the sewage disposal sites so that



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the erosion and erosion of debris from the sewage disposal sites do not take place in the river under any circumstances.

4. To prevent air pollution, water will be sprinkled on the debris at the time of debris hauling.
5. At the time of construction, the project developer will provide suitable insurance cover to the owners of houses, buildings located in the vicinity of the project (within 500 meters).
6. The work of forestation will be done by the project developer as per the government rules/acts.
7. Project developer will develop small ponds for nurseries to provide protection to fish during low water flow in accordance with the advice of State Government's Fisheries Department in downstream of diversion structures.
8. Diversion structures of Seraghat and Khutani Small Hydropower Projects will be made on cast-level floor so that during floods, when river flow exceeds the design discharge of the project, migration of Mahsheer fish from the open valves of diversion structures like Bageshwar be without any problem, as it is happening at present.

Sd/-

(M.C. Upreti) Additional Secretary.

No. /1/2005-04(8)/129/2010 Dated.

It is forwarded to the following for necessary action:-



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345

1. Principal Secretary Forest and Environment Government of Uttarakhand.
2. Nodal Officer and Additional Chief Conservator of Forests Dehradun
3. Managing Director Jal Vidyut Nigam Dehradun
4. Secretary Uttarakhand Environment and Pollution Control Board, Dehradun
5. Managing Director UIPC, Dehradun.

By order

Sd/-

Sanjeev Kumar Sharma

Dy. Secretary



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ANNEXURE R-26

परियोजना का नाम-खुटानी सप्तु जल विद्युत परियोजना (21 मेगा0)

मलबा निस्तारण का माडल प्रारूप
Muck generation and proposed disposal model plan

Sl.No.	Muck to be Generated excavation in soil mix boulder and excavation in hard rock.	476273.144	Cum
	30% for swelling	142881.943	Cum
	Total	619155.087	Cum

Disposal and Use of generated material

1.	R.R Stone Masonry laid in 1:6	10497	Cum
2.	R.R Stone Masonry laid in Dry	5686	Cum
3.	Hand Packed stone Filling	196584	Cum
4.	Construction of Wire crate	6427	Cum
5.	Construction of parapet	0	Cum
6.	Granular sub-base/base/surface		Cum
7.	Total Used	323347.20	Cum
8.	Material Disposal by Cartage in dumping yard	295807.917	Cum

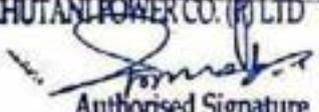
Location and quantity of debris Disposal

Location of Dumping Site	Size of Dumping Site	Type of Land	Capacity of the Site (cum)
Batgari	180x88	Private Land	79200
Sirsoli	512x58	Private Land	147807
Bhanmati	160 x86	Private Land	68800
		Total	295807

Summary of Debris Disposal

S.No	Total Debris Cub Mt.	Material disposal by cartage	Reused material for construction	Total disposal in Dumping Zone	Balance Debris
1.	619155		323347	295807	nil

KHUTANI POWER CO. (P) LTD



Authorised Signatory

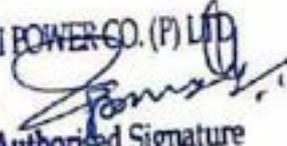


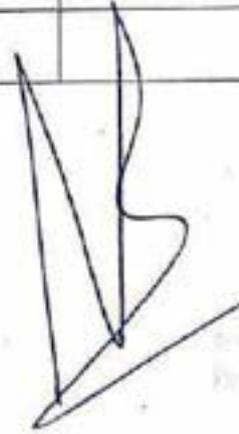
Authorised Signatory

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Balance Muck Disposal Sites with Land Owner Detail

Site. No.	Description	Location of Dumping Site	Land in Hec	Land In Sqm	land area being used for dumping yard (Sqm)	Longitude	Latitude
1	Muck Dumping-I	Batgari	1.5800	15800	15800	79°49'21.60"	29°46'19.51"
2	Muck Dumping-II	Sirsoli	2.9530	29530	29530	79°49'39.14"	29°45'34.73"
3	Muck Dumping-III	Bhanmati	1.3770	13770	13770	79°50'25.22"	29°44'58.91"
Total			5.9100	59100	59100		

KHUTANI POWER CO. (P) LTD

 Authorised Signature



विद्युत वितरण
 विभाग
 विद्युत वन
 विभागाध्यक्ष


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KHUTANI SMALL HYDRO ELECTRIC PROJECT (21 MW), PITHORAGARH (DL.), UTTARAKHAND

CALCULATION OF QUANTITY OF EXCAVATION, USAGE OF MATERIAL AND DUMPING AREA REQUIRED

Sl.No.	ITEMS	UNIT	QUANTITY FROM EXCAVATION		QUANTITY OF EXCAVATED MATERIAL USAGE									TOTAL USAGE
			Excavation in soil mix boulder	Excavation in hard rock	Stone filling	CC-1:3:6	CC-M10	CC-M15	CC-M20	RCC-M20	RR-1:6	RR DRY	Wire crate	
1	WEIR	Cu Mtr.	36430	16248	2350	248	0	14814	50	26532	151	97	90	44332
2	INTAKE	Cu Mtr.	828	828	276	945	0	60	10	775	25	10	0	2101
3	APPROACH CHAMBER	Cu Mtr.	563	241	65	288	0	15	10	128	25	10	0	541
4	APPROACH TUNNEL	Cu Mtr.	2750	10	0	170	0	0	329	0	0	0	0	499
5	DESILTING TANK	Cu Mtr.	10767	7178	1154	0	2855	810	0	2823	1297	250	75	9264
6	TUNNEL INTAKE POOL	Cu Mtr.	1473	2532	75	0	40	0	325	0	0	0	50	540
7	TUNNEL	Cu Mtr.	63628.20	59683.24	0	0	2819.24	7418.16	0	0	0	0	0	15237.4
8	SURGE SHAFT	Cu Mtr.	4467.22	10310.48	0	0	297.33	0	1532.45	0	0	0	0	1829.77
9	PRESSURE SHAFT	Cu Mtr.	4865	5685	224	0	187	10	0	4623	0	0	0	5044
10	POWER HOUSE	Cu Mtr.	17875	11917	975	0	269	73	50	5577	362	232	0	7538
11	TAIL POOL OF TAIL RACE CHANNEL	Cu Mtr.	15200	10134	291	254	0	616	10	3029	0	0	0	4200
12	TAIL RACE CHANNEL	Cu Mtr.	15918	10612	300	251	0	583	10	2635	0	0	0	3770
13	SWITCHYARD	Cu Mtr.	0	15	1815	0	151	48	76	71	1318	10	0	3480
14	FLOOD/SUBMERGENCE PROTECTION	Cu Mtr.	550	600	3596	1254	1632	0	0	8965	2687	1123	689	21246
15	PROJECT ROAD	Cu Mtr.	148466	16490	185463	3420	0	0	1985	0	4632	3634	4523	203707
	TOTAL		323780.42	152492.724	196584	6860	13250.56	24447.2	4437.45	55158	10497	5084	6427	323347.17
A	TOTAL	Cu.Mtr.	323780.42	152492.724										
B	a) EXCAVATION IN SMB	Cu Mtr.		323780.420										
C	b) EXCAVATION IN HARD ROCK	Cu Mtr.		152492.724										
D	TOTAL EXCAVATION (B-C)	Cu Mtr.		476273.144										
E	Add 30% as swell factor	Cu Mtr.		142681.043										
F	TOTAL MUCK TO BE GENERATED (D+E)	Cu Mtr.		619355.087										
G	TOTAL reuse of excavated material	Cu.Mtr.		323347.170										
H	BALANCE MUCK TO BE DUMPED (F-G)	Cu Mtr.		295807.917										
I	AREA OF DUMPING YARD=295807.917/5 Mtrs Height			59161.583										5.916

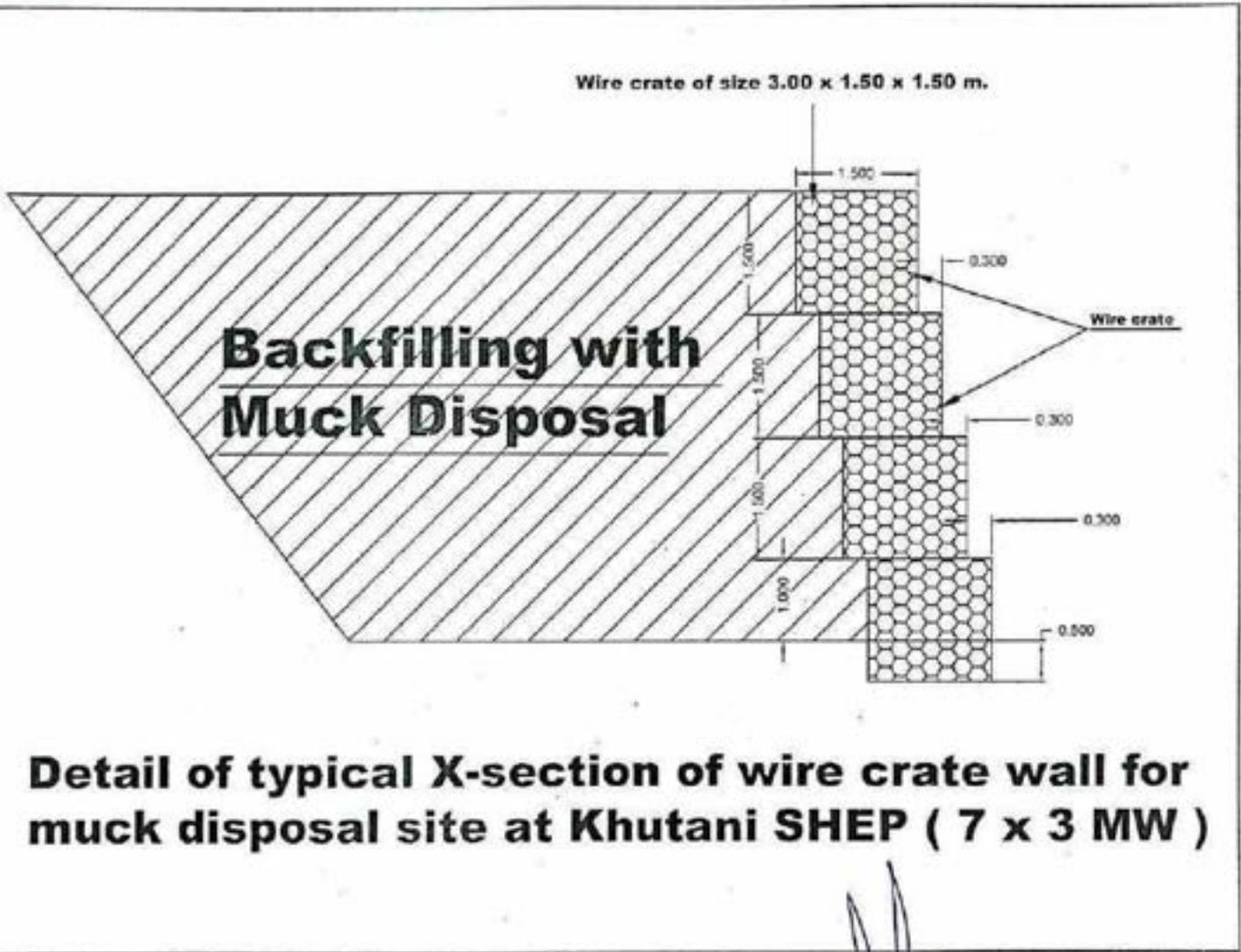
KHUTANI POWER CO. (P) LTD

 Authorised Signature

अभियंता वम अधिकारी
 विद्युत विभाग वम
 पिथौरागढ़

Area required for dumping of muck = 5.91Ha.


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[Signature]
Authorised Signature

[Signature]
प्रशासकीय वन अधिकारी
विद्योरावर वन प्रभाग
विद्योरावर

[Signature]
True copy

MUCK DUMPING AREA - I

350



KHUTANI POWER CO. (P) LTD

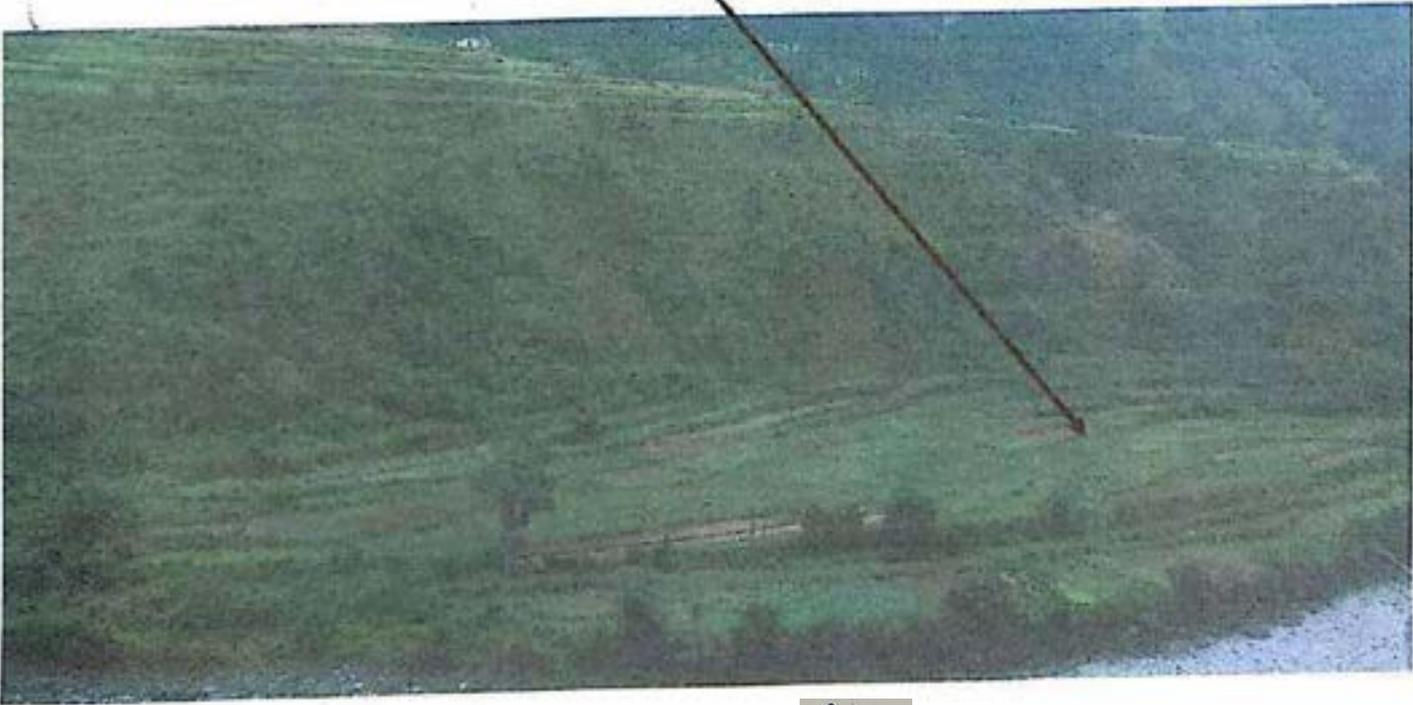
Authorised Signature

A handwritten signature in black ink, appearing to be 'S. S. S.', written over the 'Authorised Signature' text.

MUCK DUMPING AREA - II

अध्यात्मिक वन विभाग
 विद्योत्पादन व वन प्रशासन
 विद्योत्पादन

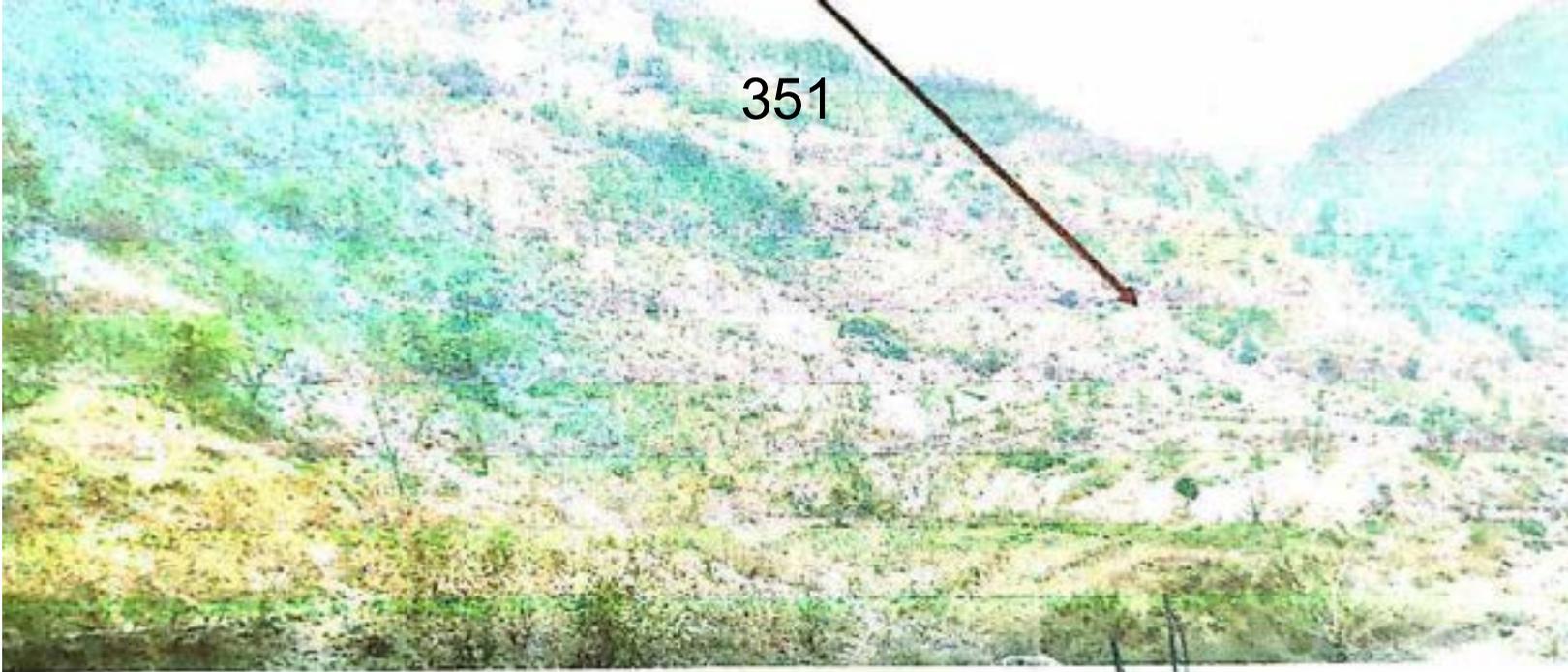
A handwritten signature in black ink, appearing to be 'S. S. S.', written over the text of the Forest Department.



A small handwritten signature in black ink, appearing to be 'S. S. S.', written over the text 'True copy'.

True copy

351



KHUTANI POWER CO. (P) LTD
Authorized Signature

बिभागीय वन अधिकारी
विपौरागड वन प्रभाव
पियौरागड

True copy

ANNEXURE R-27

प्रमाण पत्र

प्रमाणित किया जाता है कि ग्राम सिरसोली-भानमती तहसील, गणाई गंगोली, जिला-पिथौरागढ़ में निर्माणधीन खुटानी हाइड्रो प्रोजेक्ट कम्पनी खुटानी पावर प्रा० लि० द्वारा क्षेत्र में जो टनल आदि का कार्य किया जा रहा है, उसका मलुवा निर्धारित डम्पिंग जोन में ही काश्तकारों की अनुमति से डाला जा रहा है। सरयू नदी अथवा सिरसोली में किसी भी काश्तकारों के खेतों में जबरन नही डाला जा रहा है।

कविता देवी

ग्राम सिरसोली
गंगोलीहाट, जिला-पिथौरागढ़



True copy

Pradhan
Village Panchayat, Sirsoli,
Ganai Gangoli, District Pithoragath



True copy

DETAILED PROJECT REPORT**KHUTANI SMALL HYDRO ELECTRIC PROJECT (21000 KW)****UTTARAKHAND**

Overview of Sariu river for construction of Khutani Small Hydro Project.

CONSULTANTS :

- 1) DEPARTMENT OF WATER RESOURCES DEVELOPMENT AND MANAGEMENT
INDIAN INSTITUTE OF TECHNOLOGY, ROORKEE -247667
- 2) TATA CONSULTING ENGINEERS LIMITED

DEVELOPER:**KHUTANI POWER COMPANY PVT. LTD., GURGAON****THIRD REVISION, APRIL 2015**

True copy



Manoj Kumar Lashari
Expert (Technical), Urja Cell
Government of Uttarakhand

KHUTANI SHP DPR

CHAPTER – 7

GEOLOGY

7.1 Introduction

The river Sarju, a major perennial water body flowing through considerable distance (approximately 125km) and encompassing a huge catchment area in the Kumaon region originates around Kautela Dhar area, through Kapkot, northeast of Bageshwar. It flows further downstream in southeasterly direction till it is comprehensively guided by the North Almora Thrust, a little downstream of Sheraghat. It makes a confluence with River Ramganga near Rameshwar Ghat and ultimately meets River Mahakali near Pancheshwar, making it one of the most important tributary of River Mahakali.

7.2 Regional Geology

The Sarju Valley is dissected by two major Himalayan tectonic planes. The Main Central Thrust (MCT), separating the Central Crystallines towards north and Garhwal group towards south, cuts across the river Sarju near Loharkhet, about 36 km upstream of Bageshwar. The disturbance caused by this NW-SE trending fault is evident in the formations exposed around this region. Slide zones, fractures, shearing etc is observed prominently. The North Almora Thrust (NAT) separates the Garhwal Group of Rocks in the north from Almora Crystallines towards the south. On the western and eastern extremity of the basin, the Garhwal Group of Rocks is flanked by the Baijnath and Askot Crystallines, respectively which are thrust upon these rocks.

The Central Crystallines represent the oldest rocks exposed in Higher Himalayas and consist of rocks like migmatites, psammitic and mica gneiss, quartzite, marble, mica schist and amphibolite.

The sequence of Garhwal Group comprises shale, slate, phyllite, quartzite, dolomite, limestone, magnesite, occasional calc slate and metavolcanics occurring to the north of North Almora Thrust.

KHUTANI SIB DPR

Also seen in the catchment area of the Sarju basin are the rocks of Almora Crystalline Group, which occur as nappe over rocks of Garhwal Group. Its southern contact is known as South Almora Thrust and its northern contact the North Almora Thrust. The distinct lithological assemblages included within this group are garnetiferous mica schist with phyllite, quartzite with graphite schist and muscovite tourmaline gneiss with augen gneiss and phyllonite. The Almora Crystallines are intruded by numerous granitic and granodioritic bodies.

7.3 Seismotectonics & Seismicity

The project area falls in the Himalayan Tract of Garhwal Region as shown in Seismotectonic Atlas of India and its Environs: (Narula et. al. 2000) . The high-grade complex of the central crystalline is bound to the north and south by the Martoli Thrust and Main Central Thrust (MCT) respectively. MCT is the northern most conspicuous structural element of the Himalayan belt. The North Almora Thrust (NAT) and South Almora Thrust (SAT) define the tectonic boundaries for the high-grade lithounits of Almora Crystallines. The Main Boundary Thrust (MBT) separates the lithounits of Tertiary frontal folded belt from the Main Himalayan Belt. The southern most boundary of the frontal belt is marked by the Main Frontal Thrust (MFT), which has its surface manifestation at places. Evidence of Neotectonic activities have been documented along the MBT and MFT. Ramgarh Thrust located to the south east of the area is another major tectonic feature. Ganga Tear (a Transverse fault) and Moradabad fault are important fault located in the southwest and south east of the area.

Uttarkashi earthquake (M S 6.9) of 19th Oct 1991 and Chamoli earthquake (magnitude 6.8) of 29th March 1999 are the major events recorded recently. The epicentre of these earthquakes are far away from the project site. This aspect should be taken into consideration while designing the seismic coefficient of the dam.



ANNEXURE R-29

शपथ पत्र

सेवा में,
उपजिलाधिकारी महोदय,
गंगोलीहाट।

मैं, श्री अशोक सिंह, परियोजना प्रबन्धक खुटानी जल विद्युत परियोजना-21 मेगावाट शपथ पूर्वक बयान करता हूँ कि परियोजना का निर्माण खुटानी पावर कम्पनी प्रा0 लि0 द्वारा माह नवम्बर, 2019 से आरम्भ किया गया है, परियोजना निर्माण कार्य में तददिनांक तक किसी प्रकार की कोई जान-माल की क्षति नहीं हुई है। परियोजना का निर्माण कार्य मानकों के अनुरूप किया जा रहा है। भविष्य में भी परियोजना निर्माण कार्य मानकों के अनुरूप किया जायेगा।

दिनांक 26/09/2023



M. Ash
26/9/2023
श्री अशोक सिंह
परियोजना प्रबन्धक
खुटानी पावर कम्पनी प्रा0 लि0
गंगोलीहाट

C.S.

अशोक सिंह
गंगोलीहाट

C/S
उप जिला अधिकारी
गंगोलीहाट

KHUTANI POWER COMPANY PRIVATE LIMITED

Corporate Office :
Plot No. 49, 4th Floor,
Sector-44, Gurugram - 122001
Tel. : 0124 - 2645151
Fax : 0124 - 2645120

CIN No. U40102DL2005PTC012580

Website : www.khutanipower.com
E-mail : info@khutanipower.com

Regd. Office :
720, Mahabir Prasad Block
Asiad Village
New Delhi - 110049

True copy

**TRANSLATED
ANNEXURE
R-29**

KHUTANI POWER

Affidavit

To,
Deputy Collector,
Gangolihat.

I, Mr. Ashok Singh, Project Manager, Khutani Hydroelectric Project-21 MW, do declare on oath that the construction of the project has been started by Khutani Power Company Pvt. Ltd. from the month of November, 2019. There has been no loss of life or property till date in the project construction work. The construction work of the project is being done as per the standards. In future also the project construction work will be done as per the standards.

Date 26/09/2023

Signature in English Illegible
(Ashok Singh)
Project Manager

Khutani Power Company Private Limited

Signature in English Illegible
Revenue Sub Inspector
Patti Bankot



True copy

KHUTANI POWER COMPANY PRIVATE LIMITED

Corporate Office:	CIN	No. Regd. Office :
Plot No. 49, 4th	U40102DL2007PTC13	720, Mahabir
Floor,	7580	Prasad Block
Sector-44,	Website:	Asiad Village
Gurugram-	www.khutanipower.co	New Delhi -
122001	m	110049
Tel.:	0124-	E-mail:
2645151		info@khutanipower.co
Fax:	m	
01242645120		



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प्रपत्र-“आई”
उपखनिजों के भण्डारण हेतु अनुज्ञप्ति

संख्या-01/2019-20

1. अनुज्ञापिधारी का नाम और पूरा पता - महाप्रबन्धक, खुटानी पावर कम्पनी, प्रा०लि०, ग्राम बनकोट, तहसील गणाई-गंगोली, जनपद पिथौरागढ़।
2. अनुज्ञप्ति की अवधि - मोबाईल स्टोन केशर स्वीकृत अवधि दिनांक 07.08.2020 से 06.08.2021 अथवा प्रोजेक्ट समाप्ति अवधि, जो भी पहले हो तक।
3. भण्डारण के लिए अनुज्ञा प्राप्त खनिजों की मात्रा - 17820.00 टन।
4. प्रत्येक खनिज की एक ही समय में अनुज्ञा प्राप्त मात्रा - 17820.00 टन।
5. भण्डारण का प्रयोजन - राजकीय कार्य हेतु।
6. खनिज के भण्डारण हेतु उपयोग होने वाली भूमि की अवस्थिति -

जिला	तहसील	ग्राम/नगर	मोहल्ला	अवस्थिति
1	2	3	4	5
पिथौरागढ़	गणाई-गंगोली	बटगोरी	बटगोरी	खाता संख्या-23, बसरा संख्या-823, खसरा संख्या-2415 से 2419, 2421 एवं 2422 कुल रकबा 0.248 है०

भण्डारण हेतु आवश्यक शर्त/प्रतिबन्ध :-

1. भण्डारण स्वामी द्वारा उपखनिज का परिवहन नियमानुसार अभिवहन पास के बिना नहीं किया जायेगा।
2. अनुज्ञाधारक उपखनिज के परिवहन हेतु अभिवहन पास प्राप्त करने हेतु राज्य सरकार या निदेशक द्वारा इस निमित्त प्राधिकृत अधिकारी के समक्ष राज्य सरकार द्वारा समय-समय पर यथा निर्धारित फीस के साथ एवं रीति के अनुसार आवेदन प्रस्तुत किया जाना होगा।
3. भण्डारण अनुज्ञाधारक भण्डारण स्थल से विधिपूर्ण खनिजों के परिवहन हेतु ई-पोर्टल पर निर्धारित प्रपत्र-जे० में अभिवहन पास जारी किया जाना आवश्यक होगा।
4. भण्डारण अनुज्ञाधारक द्वारा खनिजों के परिवहन हेतु उपयोग में लाये जा रहे वाहनों के साथ अभिवहन पास/ई-रवन्ना रखा जाना आवश्यक होगा। वाहन वाहक का भारसाधक व्यक्ति उक्त प्रयोजन के लिए जांच चौकी में भारसाधक अधिकारी की मांग पर अभिवहन पास प्रस्तुत करेगा।
5. भण्डारण स्वामी द्वारा वाहन, आफिस, तौल मशीन एवं प्लान्ट क्षेत्र के छोड़कर अवशेष क्षेत्र में खनिजों का भण्डारण किया जायेगा, जिसकी ऊँचाई 03 मी० से अधिक नहीं होगी।
6. भण्डारण स्वीकृति के पश्चात् की सभी औपचारिकताएँ पूर्ण होने पर उप निदेशक/ज्येष्ठ खान अधिकारी द्वारा स्वीकृत अनुज्ञा को नियमानुसार ई-पोर्टल पर जोड़ा जाना होगा।
7. भण्डारण अनुज्ञाधारक को जी०एस०टी० नम्बर प्राप्त किया जाना अनिवार्य होगा।
8. अनुज्ञाधारक को भण्डारण स्थल के परिसर में इलैक्ट्रॉनिक तौल मशीन तथा भण्डारण स्थल के प्रवेश एवं निकासी द्वारा पर सी०सी०टी०वी० (रिकार्डिंग सहित) स्वयं अपने खर्च पर स्थापित जाना आवश्यक होगा।
9. अनुज्ञाधारक द्वारा भण्डारण स्थल पर चाहरदीवारी एवं अभिलेख रख-रखाव हेतु कार्यालय, धर्मकांटा, loading, unloading हेतु पर्याप्त स्थान की व्यवस्था किया जाना अनिवार्य होगा।
10. अनुज्ञाधारक द्वारा प्रत्येक समय में कय किये गये, भण्डारित किये गये या निर्गमित किये गये उपखनिजों का ठीक एवं बोधगम्य लेखा-जोखा प्रपत्र 'के' में रखा जाना आवश्यक होगा।
11. अनुज्ञाधारक द्वारा कय एवं विक्रय का समस्त भुगतान बैंक/बैंक ड्राफ्ट/आर०टी०जी०एस०/ई-पेमेन्ट के माध्यम से किया जायेगा तथा तत्सम्बन्धी अभिलेख संरक्षित किये जाने अतिवार्य होंगे।
12. अनुज्ञाधारक द्वारा समस्त वित्तीय लेखें क्वनइसम म्दजतल 'बबवनदजपदह' लेजमउ के अनुसार रखा जाना अनिवार्य होगा।
13. अनुज्ञाधारक द्वारा भण्डारित और परिवहन किये गये उपखनिजों के कय-विक्रय एवं अवशेष खनिज आदि लेखा की मासिक सूचना आगामी माह की 15 तारीख तक अनिवार्य रूप से जिलाधिकारी कार्यालय, वाणिज्य कर कार्यालय एवं जिला खनिज अधिकारी कार्यालय में को प्रपत्र-एल में प्रस्तुत किया जाना अनिवार्य होगा। मासिक विवरण प्रस्तुत करने के लिए प्रपत्र-एल पर प्लान्ट स्वामी पर प्रतिमाह ₹ 5,000.00 का अर्थदण्ड देय होगा।

14. जिलाधिकारी/अपर जिलाधिकारी/उप जिलाधिकारी/तहसीलदार/नायब तहसीलदार (अपने अधिकारिता क्षेत्रान्तर्गत)/जिला खान अधिकारी/उप निदेशक, खनन/संयुक्त निदेशक, खनन, अपर निदेशक/निदेशक तथा राज्य सरकार द्वारा समय-समय पर प्राधिकृत अधिकारी द्वारा भण्डारण स्थल की जांच/निरीक्षण के समय मांगे गये अभिलेख अनुज्ञप्तिधारी को प्रस्तुत किये जाने अनिवार्य होंगे।
15. भण्डारण स्थल के चारों तरफ चाहरदीवारी/कवर्ड फेंसिंग का निर्माण किया जाना आवश्यक होगा, जो खनिज भण्डारण की ऊंचाई से कम से कम 01 मी0 ऊंची होगी। भण्डारण की ऊंचाई कासतयापन जिला खान अधिकारी के द्वारा किया जायेगा।
16. कच्चे माल एवं तैयार माल के भण्डारण की ऊंचाई निर्धारित मानक से अधिक होने पर भण्डारणकर्ता पर ₹ 2.00 लाख का अर्धदण्ड अधिरोपित किया जायेगा, जो निर्धारित लेखाशीर्षक में जमा कराया जायेगा।
17. उपखनिज का भण्डारण नियमानुसार अनुमति प्राप्त कर किया जाना होगा।
18. उपखनिज भण्डारण एवं परिवहन के दौरान किसी प्रकार का स्थलीय एवं स्थानीय विवाद होता है तो विवाद का निपटारा अनुज्ञप्तिधारी द्वारा स्वयं किया जाना होगा। किसी कारण अनुज्ञप्ति निरस्त की जाती है तो निरस्तीकरण अनुज्ञप्तिधारी को मान्य होगा।
19. उपखनिज का भण्डारण व परिवहन सूर्योदय से पूर्व व सूर्यास्त के बाद नहीं किया जायेगा।
20. यदि खनिज के स्टॉक में कोई अवैधता पायी जाती है तो जिलाधिकारी/अपर जिलाधिकारी या राज्य सरकार द्वारा प्राधिकृत अधिकारी अनुज्ञप्तिधारी को नोटिस दे सकता है कि वह नोटिस की प्राप्ति के दिनोंक से 15 दिन के भीतर अपना पक्ष स्पष्ट करें, और यदि नियत समय के भीतर कोई स्पष्टीकरण प्राप्त नहीं होता है या इस प्रकार प्रस्तुत किया गया स्पष्टीकरण सन्तोषजनक नहीं पाया जाता है तो जिलाधिकारी/अपर जिलाधिकारी या राज्य सरकार द्वारा प्राधिकृत अधिकारी द्वारा खनिज के बाजार मूल्य (रायल्टी का पांच गुना) के रूप में अथवा नीलामी के माध्यम से, जो भी अधिक हो निस्तारित किया जायेगा और अधिगृहित खनिज के परिवहन हेतु निर्धारित परिवहन प्रपत्र जारी किया जायेगा। यदि जिलाधिकारी/अपर जिलाधिकारी या राज्य सरकार द्वारा प्राधिकृत अधिकारी द्वारा अधिरोपित धनराशि अनुज्ञाधारक द्वारा निर्धारित लेखाशीर्षक में जमान किये जाने अथवा अपील विचाराधीन होने पर समक्ष प्राधिकारी द्वारा अनुज्ञाधारी का ई-पोर्टल बन्द कर दिया जायेगा तथा स्वीकृत अनुज्ञप्ति का पर्यवसन किया जायेगा।
21. अनुज्ञप्तिधारी नियमानुसार अनुमति प्राप्त कर उपखनिज भण्डारण करेगा। बिना अनुमति/वैध ई-रवनों के उपखनिज का भण्डारण किये जाने पर सुसंगत नियमों के अधीन कार्यवाही अमल में लायी जायेगी।
22. भण्डारित उपखनिजों के स्टॉक में किसी प्रकार की अवैधता पाये जाने पर उत्तराखण्ड खनिज (अवैध खनन,परिवहन एवं भण्डारण का निवारण) नियमावली-2020 के अनुसार नियमानुसार अर्धदण्ड आँगणित कर वसूल की जायेगी।
23. भण्डारण अनुज्ञाधारक द्वारा भण्डारित उपखनिज पर नियमानुसार पर्यावरण एवं खनिज सम्पदा शुल्क के रूप में धनराशि जमा किया जाना अपरिहार्य होगा। अनुज्ञप्तिधारी द्वारा खनिजों का परिवहन खान अधिकारी द्वारा जारी परिवहन प्रपत्र/अभिवहन पास (ई-प्रपत्र-जे) के द्वारा नियमानुसार किया जायेगा।
24. खनिज भण्डारण अनुज्ञप्ति के नवीनीकरण हेतु आवेदन पत्र अनुज्ञप्ति अवधि समाप्त होने के दिनोंक से कम से कम 02 मॉह पूर्व नियम-8 (2)में निर्धारित आवेदन शुल्क एवं पूर्व अनुज्ञप्ति के विवरण सहित खान अधिकारी कार्यालय के माध्यम से जिलाधिकारी कार्यालय में प्रस्तुत किया जायेगा।
25. अनुज्ञप्तिधारी शासन/निदेशालय/जिलाधिकारी द्वारा समय-समय पर जारी शासनादेशों/आदेशों/निर्देशों का पालन करना सुनिश्चित करेगा।
26. अनुज्ञप्तिधारी उत्तराखण्ड खनिज (अवैध खनन, परिवहन एवं भण्डारण का निवारण) नियमावली-2020 में उल्लिखित समस्त शर्तों का अनुपालन पूर्ण किया जाना अनिवार्य होगा।
27. अनुज्ञप्तिधारी द्वारा कोरोना वायरस (COVID-19) के संक्रमण/बचाव हेतु भारत सरकार तथा उत्तराखण्ड शासन (औद्योगिक विकास विभाग) द्वारा निर्गत दिशा-निर्देशों एवं मानक संचालन प्रक्रिया (SOP) का अनुपालन पूर्ण किया जाना आवश्यक होगा।
28. उपरोक्त प्राविधानों एवं अन्य सुसंगत नियमों का अनुपालन पूर्ण कराये जाने का उत्तरदायित्व उप निदेशक/ज्येष्ठ खान अधिकारी, पिथौरागढ़ का होगा।

अनुज्ञप्तिधारी द्वारा उपरोक्त शर्तों का अनुपालन किया जाना नितान्त आवश्यक होगा। भण्डारण अनुज्ञाधारक द्वारा शर्तों का पालन नहीं करने पर बिना किसी पूर्व सूचना के भण्डारण अनुज्ञप्ति को निरस्त कर दिया जायेगा, जिसकी सम्पूर्ण जिम्मेदारी अनुज्ञप्तिधारी की होगी।

दिनांक अगस्त 07, 2020

True copy

(डॉ० विजय कुमार जोगदण्डे)
जिलाधिकारी पिथौरागढ़।

कार्यालय जिलाधिकारी, पिथौरागढ़।

संख्या-245(1) तीस-खनन/भण्डारण(मोस्टो)/2019-20 दिनांक अगस्त 07, 2020

प्रतिलिपि निम्नांकित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित :-

1. पुलिस अधीक्षक, पिथौरागढ़।
2. प्रभागीय वनाधिकारी, पिथौरागढ़ वन प्रभाग, पिथौरागढ़।
3. उपजिलाधिकारी, गंगोलीहाट को इत निर्देश के साथ प्रेषित कि भण्डारण अनुज्ञा स्थल पर लगातार निगरानी रखना सुनिश्चित करें, ताकि कोई अवैध खनिज परिवहन न हो।
4. ज्येष्ठ खान अधिकारी, पिथौरागढ़ को इस निर्देश के साथ प्रेषित कि उपरोक्त प्राविधानों एवं अन्य सुसंगत नियमों का अनुपालन पूर्ण करते हुए भण्डारण अनुज्ञा स्थल पर लगातार निगरानी रखना सुनिश्चित करें, ताकि कोई अवैध खनिज परिवहन न हो।
5. साणिज्यकर अधिकारी, पिथौरागढ़।
6. महाप्रबन्धक, खुटानी पावर कम्पनी, प्रा०लि०, ग्राम बनकोट, तहसील गणार्ड-गंगोली, जनपद पिथौरागढ़।
7. निदेशक, भूतत्व एवं खनिकर्म इकाई, उद्योग निदेशालय, उत्तराखण्ड देहरादून को सूचनार्थ।

(डॉ० विजय कुमार जोगदण्डे)
जिलाधिकारी पिथौरागढ़।

आदेश

उत्तराखण्ड स्टोनक्रेशर, स्क्रीनिंग प्लांट, मोबाईल स्टोनक्रेशर, मोबाइल स्क्रीनिंग प्लांट, हॉटमिक्स प्लांट, रेडिमिक्स प्लांट अनुज्ञा नीति, 2016 एवं वर्तमान में प्रभावी उत्तराखण्ड स्टोन केशर, स्क्रीनिंग प्लांट, मोबाईल स्टोन केशर, मोबाईल स्क्रीनिंग प्लांट, पल्वराईजर प्लांट, हॉटमिक्स प्लांट, रेडिमिक्स प्लांट अनुज्ञा नीति-2019 के अन्तर्गत महाप्रबन्धक, खुटानी पावर कम्पनी, प्रा०लि०, ग्राम बनकोट, तहसील गण्डाई-गंगोली, जनपद पिथौरागढ़ द्वारा खुटानी लघु जल विद्युत परियोजना के कार्य हेतु ग्राम बटगेरी, पट्टी बनकोट, तहसील गण्डाई-गंगोली, जनपद पिथौरागढ़ अन्तर्गत खाता संख्या-23, बसरा संख्या-823, खसरा संख्या-2415 से 2419, 2421 एवं 2422 कुल एकबा 0.248 है० भूमि पर 20 टन प्रतिघण्टा क्षमता मोबाईल स्टोन केशर एवं प्लांट परिसर में कच्चा माल एवं तैयार माल के भण्डारण हेतु निर्धारित प्रपत्र अनुसूधि-5 में आवेदन पत्र एवं निर्धारित शुल्क ₹ 50,000.00 चालान संख्या-49 दिनांक 27.11.2018 जमा खजाना करते हुए आवेदन पत्र प्रस्तुत किया गया है।

उप जिलाधिकारी गंगोलीहाट एवं उप निदेशक/ज्येष्ठ खान अधिकारी, पिथौरागढ़ द्वारा आवेदक कम्पनी महाप्रबन्धक, खुटानी पावर कम्पनी, प्रा०लि०, ग्राम बनकोट, तहसील गण्डाई-गंगोली, जनपद पिथौरागढ़ को ग्राम बटगेरी, पट्टी बनकोट, तहसील गण्डाई-गंगोली, जनपद पिथौरागढ़ अन्तर्गत खाता संख्या-23, बसरा संख्या-823, खसरा संख्या-2415 से 2419, 2421 एवं 2422 कुल एकबा 0.248 है० भूमि पर 20 टन प्रतिघण्टा क्षमता मोबाईल स्टोन केशर एवं प्लांट परिसर में कच्चा माल एवं तैयार माल के भण्डारण की अनुमति एक वर्ष के लिए प्रदान किये जाने की संस्तुति की गई है।

अतः उप जिलाधिकारी गंगोलीहाट एवं उप निदेशक/ज्येष्ठ खान अधिकारी, पिथौरागढ़ से प्राप्त संयुक्त निरीक्षण आख्या/संस्तुति के दृष्टिगत उत्तराखण्ड स्टोन केशर, स्क्रीनिंग प्लांट, मोबाईल स्टोनक्रेशर अनुज्ञा नीति-2019 में उल्लिखित प्राविधानानुसार निर्धारित शर्तों का अनुपालन पूर्ण किये जाने के अधीन महाप्रबन्धक, खुटानी पावर कम्पनी, प्रा०लि०, ग्राम बनकोट, तहसील गण्डाई-गंगोली, जनपद पिथौरागढ़ को ग्राम बटगेरी, पट्टी बनकोट, तहसील गण्डाई-गंगोली, जनपद खसरा संख्या-823, खसरा संख्या-2415 से 2419, 2421 एवं 2422 कुल एकबा 0.248 है० भूमि पर 20 टन प्रतिघण्टा क्षमता मोबाईल स्टोन केशर स्थापना/संचालन की अनुमति निम्न शर्तों के अधीन एक वर्ष (आदेश निर्गत होने की तिथि से एक वर्ष) के लिए प्रदान की जाती है :-

1. मोबाईल स्टोन केशर हेतु प्लांट स्वामी द्वारा सम्बन्धित जिलाधिकारी एवं भूतत्व एवं खनिकर्म इकाई कार्यालय को खनन सत्र में कशड किये जाने हेतु प्रस्तावित उपखनिज के श्रोत एवं मात्रा के सम्बन्ध में लिखित रूप से सूचित किया जायेगा।
2. मोबाईल स्टोन केशर स्वामी द्वारा पर्यावरण संरक्षण अधिनियम-1986 के अधीन केन्द्र सरकार एवं राज्य सरकार द्वारा समय-समय पर जारी प्रख्यापित आदेशों/अधिनियम में इंगित दिशा-निर्देशानुसार सभी मानक अनिवार्य रूप से पूर्ण किये जाने आवश्यक होंगे।
3. मोबाईल स्टोन केशर प्लांट स्वामी द्वारा मोबाईल स्टोन केशर प्लांट संचालन से पूर्व उत्तराखण्ड पर्यावरण संरक्षण एवं प्रदूषण नियंत्रण बोर्ड से प्लांट स्थापनार्थ एवं संचालनार्थ सहमति/अनुमति प्राप्त कर प्रस्तुत किया जाना अनिवार्य होगा।
4. मोबाईल स्टोन केशर प्लांट स्वामी द्वारा कय-विकय किये गये खनिज का लेखा-जोखा पंजिका 'क' में किया जाना होगा तथा मासिक विवरण प्रत्येक माह के प्रथम सप्ताह में जिलाधिकारी कार्यालय, वाणिज्य कर कार्यालय एवं खान अधिकारी कार्यालय को अनिवार्य रूप से प्रस्तुत किया जायेगा। मासिक विवरण प्रस्तुत न किये जाने पर प्लांट स्वामी पर प्रतिमाह ₹ 50,000.00 अर्थदण्ड देय होगा।
5. मोबाईल स्टोन केशर प्लांट संचालक को कशड मेटेरियल की मात्रा पर ₹ 1.00 प्रति कुन्तल की समतुल्य धनराशि पर्यावरण एवं खनिज सम्पदा शुल्क के रूप में निर्धारित लेखाशीर्षक-0853 अलौह धातु खनन एवं खनिकर्म उद्योग में जमा किया जाना आवश्यक होगा।
6. मोबाईल स्टोन केशर प्लांट पर धूल के उत्सर्जन एवं ध्वनि प्रदूषण की रोकथाम हेतु ऐसा संयंत्र स्थापित करना होगा, जिससे धूल के कणों SPM (Suspended Particulate Matter) का उत्सर्जन 600 $\mu\text{g}/\text{m}^3$ से कम हो तथा प्लांट स्वामी को ऐसा संयंत्र स्थापित करना होगा, जो Noise Pollution (Regulation and Control) Rules, 2020 के निम्न प्राविधानानुसार निर्धारित निम्न मानकानुसार हो :-

Area code	Category of Area/Zone	Limits in db(A) Leq	
		Time	Night Time
(A)	Industrial Area	75	70
(B)	Commercial Area	65	55

(C)	Residential Area	55	45
(D)	Silence Area	50	40

Day time shall mean time from 6-00 a.m. to 10-00 p.m.

Night time shall mean time from 10-00 p.m. to 06-00 a.m.

7. मोबाईल स्टोन केशर प्लान्ट स्थापित करने हेतु पर्यावरण संरक्षण अधिनियम-1986 वायु (प्रदूषण, निवारण और नियंत्रण) अधिनियम-1987, जल (प्रदूषण निवारण और नियंत्रण) अधिनियम-1974 एवं उसके अन्तर्गत नियमित नियमों के साथ ही केन्द्र सरकार एवं राज्य सरकार द्वारा समय-समय पर जारी आदेशों/अधिनियम में इंगित दिशा निर्देशानुसार सभी मानक अनिवार्य रूप से पूर्ण करने होंगे।
8. मोबाईल स्टोन केशर प्लान्ट को covered shed के अन्दर स्थापित करना होगा; धूल जनित विन्दुओं पर water sprinkler लगाने होंगे।
9. प्लान्ट के अन्दर सभी मार्ग पक्के किये जाने अनिवार्य होंगे।
10. प्लान्ट स्वामी द्वारा सम्पूर्ण क्षेत्र से धूल हटाने की व्यवस्था तथा भूमि पर पानी का नियमित छिड़काव करने की व्यवस्था की जानी अनिवार्य होगी, जिससे कि धूल हवा में न उड़े।
11. संचालक द्वारा चारों तरफ धूल वाले कणों को रोकने वाली प्रजातियों के पेड़ों की सघन हरित पट्टी, जो न्यूनतम तीन परतों में हो, का विकास कर उनको संरक्षित करना होगा।
12. सम्पूर्ण कशिंग, स्क्रीनिंग, कन्वेयर आदि धूल जनित विन्दुओं पर आवश्यकतानुसार water sprinklers फब्यारे की स्थापना की जानी होगी, जिससे धूल कणों का विसर्जन कम से कम हो।
13. फब्यारों में विशिष्ट प्रकार की नोजल, पम्प तथा पाईप लाईन्स की स्थापना की जाये। ताकि फब्यारों में आवश्यकतानुसार जल-दाब बना रहे।
14. कवर्ड टिन शेड में धूल कणों के निष्कासन हेतु ड्रिफ्टिंग सिस्टम स्थापित किया जाना आवश्यक होगा, जिसकी आई0डी0 फेन के माध्यम से स्क्रीनिंग की जाये। स्क्रीनिंग में प्रयुक्त जल को सेलटिंग टैंक के माध्यम से रिसाईकिल किया जाये।
15. मोबाईल स्टोन केशर हेतु आपूर्त कच्चे माल पर निगमानुसार दिभागीय रायल्टी जमा की जानी अनिवार्य होगी। मोबाईल स्टोन केशर स्वामी द्वारा जिलाधिकारी एवं भूतत्व एवं खनिकर्म कार्यालय को खनन सत्र में करण्ड किये जाने हेतु प्रस्तावित उपखनिज की मात्रा के सम्बन्ध में लिखित रूप से सूचित किया जाना अनिवार्य होगा।
16. मोबाईल स्टोन केशर प्लान्ट की क्षमता 20 टन प्रतिघण्टा से अधिक नहीं होगी।
17. मोबाईल स्टोन केशर की on site स्थापना के सम्बन्ध में सत्यापन सम्बन्धित उप जिलाधिकारी एवं खान अधिकारी द्वारा किया जायेगा।
18. मोबाईल स्टोन केशर स्वामी/विभाग द्वारा मोबाईल स्टोन केशर से करण्ड किये गये उपखनिज का प्रयोग स्वीकृत कार्य में ही किया जायेगा। करण्ड किये गये उपखनिज का किसी भी प्रकार का व्यावसायिक प्रयोग नहीं किया जायेगा।
19. किसी भी प्रकार का स्थलीय एवं स्थानीय विवाद का निपटारा प्लान्ट स्वामी द्वारा स्वयं किया जायेगा।
20. मोबाईल स्टोन केशर में उपखनिज की आपूर्ति नियमानुसार अनुज्ञा प्राप्त कर की जानी होगी अथवा जनपद के पंजीकृत पट्टाधारकों से उपखनिज कय कर प्रयुक्त किया जाना होगा। बिना अनुमति के उपखनिज का प्रयोग करते पाये जाने पर इसे अवैध खनन मानते हुए सुसंगत नियमों के अनुसार कार्यवाही की जायेगी तथा प्लान्ट की स्वीकृत को निरस्त कर दिया जायेगा।
21. मोबाईल केशर प्लान्ट स्वामी द्वारा कार्य का अनुबन्ध समाप्त होने उपरान्त स्थल विकास कर यथावत् बनाया जायेगा।
22. मोबाईल स्टोन केशर प्लान्ट स्वामी द्वारा उत्तराखण्ड स्टोन केशर, स्क्रीनिंग प्लांट, मोबाईल स्टोनकेशर अनुज्ञा नीति-2019 में उल्लिखित तथा अन्य सुसंगत नियमों/विनियमों का अनुपालन पूर्ण किया जाना अतिआवश्यक होगा।
23. मोबाईल स्टोन केशर प्लान्ट स्वामी द्वारा कोरोना वायरस संक्रमण की रोकथाम हेतु भारत सरकार/राज्य सरकार के निर्गत एडवाइजरी/एस0ओ0पी0 का अनुपालन पूर्ण किया जाना अतिआवश्यक होगा।
24. उपरोक्त प्राविधानों एवं अन्य सुसंगत नियमों का अनुपालन पूर्ण कराये जाने का उत्तरदायित्व उप निदेशक/ज्येष्ठ खान अधिकारी, पिथौरागढ़ का होगा।

दिनांक अगस्त 07, 2020

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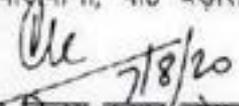
(डॉ० विजय कुमार जोगदण्डे)
जिलाधिकारी पिथौरागढ़।

कार्यालय जिलाधिकारी पिथौरागढ़।

संख्या-2015/तीस-21/खनन(मो0स्टो0के0)/2019-20 दिनांक अगस्त 07, 2020

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित :-

1. पुलिस अधीक्षक, पिथौरागढ़।
2. प्रभागीय वनाधिकारी, पिथौरागढ़ वन प्रभाग, पिथौरागढ़।
3. उपजिलाधिकारी/तहसीलदार, गंगोलीहाट।
4. ज्येष्ठ खान अधिकारी/खान अधिकारी, जिला टास्क फोर्स, ऐंचोली, पिथौरागढ़।
5. क्षेत्रीय अधिकारी, पर्यावरण संरक्षण एवं प्रदूषण नियंत्रण बोर्ड, आवास विकास कालौनी हल्द्वानी।
6. महाप्रबन्धक, खुटानी पावर कम्पनी, प्रा0लि0, ग्राम बनकोट, तहसील गणाई-गंगोली, जनपद पिथौरागढ़।
7. निदेशक, भूतत्व एवं खनिकर्म इकाई, उद्योग निदेशालय, ग्राम भोपालपानी, पो0 बड़ासी देहरादून को सूचनार्थ।


(डॉ० विजय कुमार जोगदण्डे)
जिलाधिकारी पिथौरागढ़।

Form- "I"
License for storage of minerals

Number – 01/2019-20

1. Name and complete address of the Licensee
General Manager, Khutani Power Company, Private Limited, Village Bankot, Tehsil Ganai-Gangoli, District Pithoragarh.
2. Licence Period
Mobile Stone Crusher sanction period is from 07.08.2020 to 06.08.2021 or till project completion period, whichever is earlier.
3. Quantity of minerals permitted for storage
17820.00 Ton.
4. Permitted quantity of each mineral at one time
17820.00 tones.
5. Purpose of storage
For political work.
6. Location of land used for mineral storage

District	Tehsil	Village/town	Mohallah	Location
1	2	3	4	5
Pithoragarh	Ganai-Gangoli	Batageri	Batageri	Khata number-23, Basra number-823,



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				Khasra number- 2415 to 2419, 2421 and 2422, total area 0.248 hectares
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Necessary conditions/restrictions for storage:

- 1 Minerals will not be transported by the storage owner without a transit pass as per rules.
- 2 The licensee may apply before the State Government or the officer authorized in this behalf by the Director to obtain a transit pass for the transportation of minerals, the application will have to be submitted along with the fees and as per the procedure prescribed from time to time.
- 3 For lawful transportation of minerals from the storage place to the storage permit holder, it will be necessary to issue a transport pass in the prescribed Form-J on the e-portal.
- 4 It will be necessary for the storage license holder to keep a transport pass/e-challan along with the vehicles being used for transportation of minerals. The person in charge of the vehicle carrier will present the transit pass on demand of the officer in charge at the check post for the said purpose.
- 5 The storage owner will store the minerals in the residual area except the vehicle, office, weighing machine and plant area, the height of which will not be more than 03 meters.
- 6 After completion of all the formalities after storage approval, the permission approved by Deputy Director/Senior Mine



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Officer will have to be added on the e-portal as per rules.

- 7 It will be mandatory for the storage permit holder to obtain a GST number.
- 8 The licensee will be required to install electronic weighing machine in the premises of the storage place and CCTV (with recording) at the entry and exit points of the storage place at his own expense.
- 9 It will be mandatory for the license holder to arrange boundary wall at the storage site and adequate space for office, Dharamkanta, loading and unloading for maintenance of records.
- 10 At all times, it will be necessary for the license holder to maintain accurate and comprehensible accounts of the minerals purchased, stored or released in Form 'K'.
- 11 All payments for purchase and sale will be made by the licensee through cheque/bank draft/RTGS/e-payment and it will be mandatory to preserve the related records.
- 12 It will be mandatory for the license holder to maintain all financial accounts as per the provisions of this Act.
- 13 It will be mandatory to submit the Monthly information of accounts of purchase and sale of minor minerals and residual minerals etc. stored and transported by the licence holder by 15th of the following month in Form-L in the District Magistrate Office, Commercial Tax Office and District Mines Officer Office. Illegible. If the monthly statement is not submitted, a penalty of ₹ 5,000.00 per month will be payable on the plant owner.
- 14 It will be mandatory for the licensee to submit the records sought by the District Magistrate Additional District Magistrate / Sub-District Magistrate / Tehsildar / Naib Tehsildar (within their jurisdiction) / District Mines Officer /



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Deputy Director of Mining / Joint Director of Mining, Additional Director / Director and the officer authorized by the State Government from time to time during inspection/inspection of the storage site.

- 15 It will be necessary to construct a boundary wall/covered fencing around the storage site, which will be at least 1 meter higher than the height of the mineral storage. The height of storage will be verified by the District Mines Officer.
- 16 If the height of storage of raw materials and finished goods exceeds the prescribed standard, a fine of Rs 2.00 lakh will be imposed on the storage person, which will be deposited in the prescribed account head.
- 17 Storage of minerals will have to be done after obtaining permission as per rules.
- 18 If any kind of terrestrial or local dispute arises during mineral storage and transportation, the dispute will have to be settled by the licensee himself. If the license is canceled for any reason, the cancellation will be acceptable to the licensee.
- 19 Storage and transportation of minerals will not be done before sunrise and after sunset.
- 20 If any illegality is found in the stock of minerals, then the District Magistrate/Additional District Magistrate or any officer authorized by the State Government can give notice to the licensee that he should explain his side within 15 days from the date of receipt of the notice, and if no explanation is received within the stipulated time or the explanation so furnished is not found satisfactory, then the market value of the mineral (five times the royalty) by the District Magistrate/Additional District Magistrate or any officer authorized by the State Government or through auction, whichever is higher and the prescribed transport form will be



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issued for transportation of the acquired mineral. If the amount imposed by the District Magistrate/Additional District Magistrate or any officer authorized by the State Government is not deposited in the account head prescribed by the license holder or when the appeal is pending, the licensee's e-portal will be closed by the competent authority and the granted license will be revoked.

- 21 The licensee will store the minerals after obtaining permission as per rules. In case of storage of minerals without permission/valid e-bills, action will be taken under the relevant rules.
- 22 If any kind of illegality is found in the stock of stored minerals, a penalty will be calculated and recovered as per the Uttarakhand Mineral (Prevention of illegal mining, transportation and storage) Rules - 2020.
- 23 It will be mandatory for the storage license holder to deposit money as environment and mineral wealth fee on the minerals stored as per rules. The transportation of minerals by the licensee will be done as per the rules through the transport form / transport pass (e-form - 'J) issued by the mine officer.
- 24 The application for renewal of mineral storage license will be submitted to the District Magistrate's office through the Mines Officer's office along with the application fee prescribed in Rule 8 (2) and details of the previous license, at least 02 months before the date of expiry of the license period.
- 25 The licensee will ensure to follow the government orders/orders/instructions issued from time to time by the Government/Directorate/District Magistrate.
- 26 It will be mandatory for the licensee to comply with all the conditions mentioned in the Uttarakhand Mines (Prevention



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of Illegal Mining, Transportation and Storage) Rules-2020.

- 27 The licensee must follow the guidelines issued by the Government of India and the Government of Uttarakhand (Industrial Development Department) for prevention of corona virus (COVID-19) infection and it will be necessary to complete compliance with the Standard Operating Procedure (SOP).
- 28 It will be the responsibility of the Deputy Director/Senior Mine Officer, Pithoragarh to ensure complete compliance with the above provisions and other relevant rules.

It will be absolutely necessary for the licensee to comply with the above conditions. If the storage licence holder does not comply with the conditions, the storage licence will be cancelled without any prior notice, The entire responsibility of which will be that of the licensee.

Dated August 07/2020

(Dr. Vijay Kumar Jogdande)
District Magistrate Pithoragarh.



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Office of the District Magistrate, Pithoragarh.
No.20/45(1)/Thirty-Mining/Storage (MoSTO)/2019-20 Dated
August 07, 2020

Copy sent to the following for information and necessary action:

1. Superintendent of Police, Pithoragarh.
2. Divisional Forest Officer, Pithoragarh Forest Division, Pithoragarh.
3. Sent to the Sub-Collector, Gangolihat with instructions to ensure constant monitoring of the storage permit site, so that there is no illegal mineral transportation.
4. Sent to Senior Mine Officer, Pithoragarh with instructions to ensure complete compliance with the above provisions and other relevant rules. Ensure constant monitoring of the storage permit site, so that there is no illegal mineral transportation.
5. Commercial Tax Officer, Pithoragarh.
6. General Manager, Khutani Power Company, Private Limited, Village Bankot, Tehsil Ganai - Gangoli, District Pithoragarh.
7. For information to the Director, Geology and Mining Unit, Directorate of Industries, Uttarakhand Dehradun.

Signature In English Illegible

07/8/20

(Dr. Vijay Kumar Jogdande)

District Magistrate Pithoragarh.



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Order

That under the Uttarakhand Stone Crusher, Screening Plant, Mobile Stone Crusher, Mobile Screening Plant, Hot Mix Plant, Ready Mix Plant Licensing Policy, 2016 and currently effective Uttarakhand Stone Crusher, Screening Plant, Mobile Stone Crusher, Mobile Screening Plant, Pulverizer Plant, Hot Mix Plant, Ready Mix Plant License Policy-2019, General Manager, Khutani Power Company, Private Limited Village Bankot, Tehsil Ganai - Gangoli, District Pithoragarh has submitted an application in the prescribed form Schedule-5 and by depositing the prescribed fee of Rs 50,000, challan number 49 dated 27.11.2018 in the treasury for the storage of raw material and finished goods in 20 ton per hour capacity mobile stone crusher and plant premises at Khata number – 23, Basra No.-823, Khasra No. 2415 to 2419, 2421 and 2422, total area 0.248 hectare land under village Batageri , Patti Bankot, Tehsil Ganai-Gangoli, District Pithoragarh for the works of Khutani Small Hydroelectric Project.

Deputy District Magistrate Gangolihat and Deputy Director/Senior Mine Officer, Pithoragarh has recommended to the applicant company to grant permission for one year for 20 ton per hour capacity mobile stone crusher and storage of raw materials and finished goods in the plant premises at Khata number - 23 , Basra No.-823, Khasra No.-2415 to 2419, 2421 and 2422, total area 0.248 hectare land under village Batageri, Patti Bankot, Tehsil Ganai-Gangoli, District Pithoragarh for the works of Khutani Small Hydroelectric Project

Therefore, in view of the joint inspection report/recommendation received from Deputy District Magistrate Gangolihat and Deputy Director/Senior Mine Officer, Pithoragarh, subject to completion of compliance with the prescribed conditions as per the provisions mentioned in Uttarakhand Stone Crusher, Screening Plant, Mobile Stone



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Crusher Licensing Policy- 2019, General Manager, Khutani is granted permission to install/operate a 20 ton per hour capacity mobile stone crusher at Khata number - 23 , Basra No.823, Khasra No.-2415 to 2419, 2421 and 2422, total area 0.248 hectare land under village Batageri, Patti Bankot, Tehsil Ganai-Gangoli, District Pithoragarh for one year (one year from the date of issue of the order) subject to the following conditions: -

1. For mobile stone crusher, the plant owner should inform the concerned District Magistrate and Geology and Mining Unit office during the mining season in writing regarding the source and quantity of the proposed mineral.
2. It will be mandatory for the mobile stone crusher owner to fulfill all the standards as per the guidelines indicated in the orders/acts promulgated from time to time by the Central Government and the State Government under the Environment Protection Act-1986.
3. Before operating the mobile stone crusher plant, it will be mandatory for the owner of the mobile stone crusher plant to obtain consent/permission for the establishment and operation of the plant from the Uttarakhand Environment Protection and Pollution Control Board.
4. The accounting of minerals bought and sold by the mobile stone crusher plant owner will have to be done in Register 'A' and the monthly statement will be compulsorily submitted to the District Magistrate Office, Commercial Tax Office and Mines Officer Office in the first week of every month. In case of non-submission of monthly statements, a penalty of Rs 50,000.00 per month will be payable on the plant owner.
5. The mobile stone crusher plant operator will be required to deposit an equivalent amount of Rs 1.00 per quintal on the quantity of crushed material as environment and mineral



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wealth fee in the prescribed account heading - 0853 Non-ferrous metal mining and mining industry.

- 6 To prevent dust emission and noise pollution at the mobile stone crusher plant, such a plant will have to be installed so that the emission of dust particles SPM (Suspended Particulate Matter) is less than 600 HB/m³ and the plant owner will have to establish such a plant, which is in accordance with the following standards prescribed as per the following provisions of Noise Pollution (Regulation and Control) Rules, 2020.

Ambient air quality standards in respect of Noise

Area code Category of Area/Zone		Limits in db (A) Leq	
		Day Time	Night Time
(A)	Industrial Area	75	65
(B)	Commercial Area	70	
(C)	Residential Area	55	45
(D)	Silence Area	50	40

Day time shall mean time from 6-00 a.m. to 10-00 p.m.

Night time shall mean time from 10-00 p.m. to 06-00 a.m.

- 7 For setting up a mobile stone crusher plant, all the standards will have to be compulsorily fulfilled as per the guidelines indicated in the Environment Protection Act 1986 and Air (Pollution, Prevention and Control) Act-1987, Water (Pollution Prevention and Control) Act-1974 and the regular rules under it as well as the orders/acts issued from time to time by the Central Government and the State Government.



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- 8 The mobile stone crusher plant will have to be installed inside a covered shed. Water sprinklers will have to be installed at dust generating points.
- 9 It will be mandatory for all roads inside the plant to be paved.
- 10 It will be mandatory for the plant owner to make arrangements to remove dust from the entire area and to regularly sprinkle water on the ground, so that dust does not fly in the air.
- 11 The operator will have to develop and preserve a dense green belt of trees of species that trap dust particles all around, in a minimum of three layers.
- 12 Water sprinklers will have to be installed as per requirement at dust generating points like crushing, screening, conveyor etc., so that the emission of dust particles is minimized.
- 13 Special types of nozzles, pumps and pipe lines should be installed in fountains so that water pressure is maintained in the fountains as per requirement.
- 14 It will be necessary to install a ducting system for removal of dust particles in the covered tin shed, which will be scrubbed through ID fan. The water used in scrubbing should be recycled through a settling tank.
- 15 It will be mandatory to deposit departmental royalty as per rules on the raw material supplied for mobile stone saffron. It will be mandatory for the mobile stone crusher owner to inform the District Magistrate and the Geology and Mining Office in writing regarding the quantity of mineral proposed to be crushed in the mining season.
- 16 The capacity of mobile stone crusher plant will not exceed 20 tones per hour.



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- 17 Regarding on-site installation of mobile stone saffron, verification will be done by the concerned Deputy District Magistrate and Mine Officer.
- 18 The mineral crushed by the mobile stone crusher owner/department will be used only for the approved work. Crushed minerals will not be used in any commercial way.
- 19 Any kind of terrestrial and local dispute will be settled by the plant owner himself.
- 20 The mineral will have to be supplied in the mobile stone crusher after obtaining permission as per rules or the mineral will have to be purchased from the registered lease holders of the district. If it is found that mineral is being used without permission, it will be considered as illegal mining and action will be taken as per relevant rules and the approval of the plant will be cancelled.
- 21 After the completion of the work contract by the mobile crusher plant owner, the site will be developed and rebuilt as it was.
- 22 It will be very important for the mobile stone crusher plant owner to fully comply with the other relevant rules/regulations mentioned in the Uttarakhand Stone Crusher, Screening Plant, Mobile Stone Crusher License Policy - 2019.
- 23 It will be very important for the mobile stone crusher plant owner to comply with the advisory/SOP issued by the Government of India/State Government for the prevention of Corona virus infection.
- 24 It will be the responsibility of the Deputy Director/Senior Mine Officer, Pithoragarh to ensure complete compliance with the above provisions and other relevant rules.

Date August 07, 2020



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(Dr. Vijay Kumar Jogdande)
District Magistrate Pithoragarh.

Office of District Magistrate Pithoragarh.

No.2045/Thirty- 21/Mining (Mo. Stock)/2019-20

Dated August 07, 2020

Copy sent to the following for information and necessary action

1. Superintendent of Police, Pithoragarh.
2. Divisional Forest Officer, Pithoragarh Forest Division, Pithoragarh.
3. Sub-Collector/Tehsildar, Gangolihat.
4. Senior Mine Officer / Mine Officer, District Task Force, Aincholi, Pithoragarh.
5. Regional Officer, Environment Protection and Pollution Control Board, Housing Development Colony Haldwani.
6. General Manager, Khutani Power Company, Private Limited, Village Bankot, Tehsil Ganai - Gangoli, District Pithoragarh.
7. For information to the Director, Geology and Mining Unit, Directorate of Industries, Village Bhopalpani, Post Badasi Dehradun.

Signature In English Illegible

7/8/20

(Dr. Vijay Kumar Jogdande)
District Magistrate Pithoragarh.



True copy

Ref No: PROJ/F-21/170

दिनांक 04/05/2023

सेवा में,

खान अधिकारी महोदय,
जनपद- पिथौरागढ़।

विषय- खुटानी पावर कम्पनी प्रा० लि० को खुटानी लघु जल विद्युत परियोजना क्षेत्र के निर्माण कार्यों हेतु अन्तर्गत मोबाईल स्टोन केशर की अनुमति का नवीनीकरण किये जाने के सम्बन्ध में।

महोदय,

उपरोक्त विषयक के क्रम खुटानी लघु जल विद्युत परियोजना 21 मेगावाट के निर्माण कार्यों हेतु परियोजना क्षेत्रान्तर्गत 20 एम०टी० प्रतिघंटा क्षमता का अद्यवसायिक मोबाईल स्टोन केशर संचालन की अनुमति खुटानी पावर कम्पनी प्रा० लि० को उपरोक्त परियोजना के निर्माण कार्यों हेतु आवश्यकता है।

उक्त के सम्बन्ध में निवेदन है कि उत्तराखण्ड स्टोन केशर, स्क्रीनिंग प्लान्ट, मोबाईल स्टोन केशर, मोबाईल स्क्रीनिंग प्लान्ट, प्लवाराईजर, हांटमिक्स प्लान्ट, अनुज्ञा नीति 2021 के अधीन मोबाईल स्टोन केशर/मोबाईल स्क्रीनिंग प्लान्ट तथा खनिज भण्डारण की अनुज्ञा की स्वीकृति/नवीनीकरण की अनुमति प्रदान करने हेतु अनुज्ञा नीति 2021 में किये गये प्राविधानुसार मोबाईल स्टोन केशर की अनुमति का आवेदन पत्र, आवेदित क्षेत्र का खसरा, खतौनी, मानचित्र, आवेदन शुल्क, चालान की प्रति, भूमिचरों का अनापत्ति प्रमाण पत्र सहित 03 प्रतियों में संलग्न कर प्रेषित की जा रही है।

अतः महोदय से निवेदन है कि मोबाईल स्टोनकेशर संचालन की अनुमति प्रदान करने का कष्ट करें

भवदीय,

वास्ते खुटानी पावर कम्पनी प्रा० लि०

(अशोक सिंह)

वरिष्ठ प्रबन्धक

Email: khutani.hep@email.com

संलग्नक : आवेदन पत्र की 03 प्रतियां।

प्रतिलिपी : जिलाधिकारी महोदय, पिथौरागढ़ को सादर सूचनार्थ प्रेषित।

18/05/2023

भू-तत्व एवं खनिज सर्वेक्षण

राज्य निर्देशालय, उत्तराखण्ड

जिला कार्यालय, पिथौरागढ़

पिथौरागढ़ KHUTANI POWER COMPANY PRIVATE LIMITED

Corporate Office:
Plot No. 49, 4th Floor,
Sector-44, Gurgaon - 122001
Tel : 0124 - 2645151
Fax : 0124 - 2645120

CIN No. U40102DL2007PTC137580

Website : www.khutanipower.com
E-mail : info@khutanipower.com

Regd. Office:
720, Malviya Prasad Block
Asiad Village
New Delhi - 110049

True copy

KHUTANI POWER

Ref No: PROJ/F-21/170

Dated 04/05/2023

To,

Mine Officer Sir,

District- Pithoragarh.

Subject: Regarding renewal of permission of mobile stone crusher of the Khutani Power Company Pvt Ltd for the construction works of Khutani Small Hydroelectric Project area.

Sir,

In continuation of the above topic, for the construction works of Khutani Small Hydroelectric Project 21 MW, Khutani Power Company Pvt Ltd requires permission to operate non-commercial mobile stone crusher of 20 MT per hour capacity



True copy

within the project area for the construction work of the above project.

In relation to the above, under the permission policy 2021 for Uttarakhand Stone Crusher, Screening Plant, Mobile Stone Crusher, Mobile Screening Plant, Pulverizer, Hot mix Plant, as per the provisions made in the License Policy 2021, for granting permission for approval/renewal of mobile stone crusher/mobile screening plant and mineral storage permit, the application form for permission of mobile stone crusher, Khasra of the applied area, Khatauni, map, application fee, copy of challan, no objection certificate of landholders is being sent along with annexure in 03 copies

Therefore, sir is requested to please grant permission to operate the mobile stone crusher.

Yours Faithfully,



True copy

For Khutani Power Company Pvt Ltd

Signature in English Illegible

(Ashok Singh)

Senior Manager

Email: khutani.hep@gmail.com

Annexure: 03 copies of application form.

Copy: That sent to District Magistrate, Pithoragarh for information.



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कार्यालय जिलाधिकारी, पिथौरागढ़।
संख्या-2836/तीरा-वन (सूक्ष्म/के0)/2022-23 दिनांक-07.11.2023

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दिनांक-07.11.2023
जिला खान अधिकारी,
भूतत्व एवं खनिकर्म इकाई
पिथौरागढ़।

उप जिलाधिकारी,
गंगोलीहाट।

विषय :- खुटानी पावर कम्पनी प्रा०लि० को खुटानी लघु जल विद्युत परियोजना क्षेत्र के निर्माण कार्यो हेतु मोबाईल स्टोन केशर प्लान्ट एवं प्लान्ट परिसर में भण्डारण की अनुमति प्रदान किये जाने के सम्बन्ध में।

उपरोक्त विषयक खुटानी पावर कम्पनी प्रा०लि० का खुटानी लघु जल विद्युत परियोजना के कार्यो हेतु स्वीकृत मोबाईल स्टोन केशर के नवीनीकरण हेतु आवेदन पत्र दिनांक 04.05.2023 जिला खान अधिकारी, भूतत्व एवं खनिकर्म विभाग, पिथौरागढ़ के पत्र संख्या-866/भू०खनि०वि०पिथौ०/मो०केशर/नवीनीकरण/2023-24 दिनांक 07.11.2023 के माध्यम से इस कार्यालय को प्राप्त हुआ है। जिला खान अधिकारी, पिथौरागढ़ की आख्यानुसार सम्बन्धित आवेदन पत्र उत्तराखण्ड स्टोन केशर, स्कीनिंग प्लान्ट, मोबाइल स्टोन केशर, मोबाईल स्कीनिंग प्लान्ट, पल्वराईजर, हाटमिक्स प्लान्ट, रेडिमिक्स प्लान्ट अनुज्ञा नीति-2021 के अनुरूप पूर्ण है।

उपरोक्त आवेदन पत्र की प्रति संलग्नकों सहित प्रेषित की जा रही है। कृपया विषयगत प्रकरण में वर्तमान में प्रभावी उत्तराखण्ड स्टोन केशर, स्कीनिंग प्लान्ट, मोबाइल स्टोन केशर, मोबाईल स्कीनिंग प्लान्ट, पल्वराईजर, हाटमिक्स प्लान्ट, रेडिमिक्स प्लान्ट अनुज्ञा नीति-2021 में उल्लिखित प्राविधानों के अनुसार मण्डित सभित के माध्यम से स्थानीय जमा करवाने उपरान्त समिति की विन्दुवार आख्या स्पष्ट संस्तुति सहित तत्काल इस कार्यालय को उपलब्ध कराने का कष्ट करें।

संलग्न-उक्तानुसार।

समाप्त
[Signature]

प्रभारी अधिकारी,
कृते जिलाधिकारी,
पिथौरागढ़।

प्रतिलिपि निम्नांकित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित :-

1. प्रभागीय वनाधिकारी, पिथौरागढ़ वन प्रभाग, पिथौरागढ़।
2. क्षेत्रीय अधिकारी, पर्यावरण संरक्षण एवं प्रदूषण नियंत्रण बोर्ड, आवास विकास कालोनी हल्द्वानी।
3. जिलाधिकारी महोदय, पिथौरागढ़ के अवलोकनार्थ।

P.N. - 5063/12-1 दिनांक- 18/11/2023

प्रतिलिपि :- वन प्रशासक गंगोलीहाट को सूचनार्थ व आवश्यक कार्यवाही हेतु प्रेषित।

[Signature]
प्रभारी अधिकारी,
कृते जिलाधिकारी,
पिथौरागढ़।

अनुभव, सहायक वनाधिकारी
सम्बन्धित से संपर्क कर लक्ष्य
जानने के सम्मिलित होगा
सूचिपत्र
वन क्षेत्राधिकारी
गंगोलीहाट

[Signature]
पिथौरागढ़ वन प्रभाग
पिथौरागढ़.

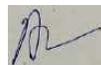
True copy

Office of the District Magistrate, Pithoragarh
No.-283(3) Thirty-Mining (Sto. Cr.)/2022-23 Date-
May-2023

Deputy District Magistrate, District Mines Officer
Gangolihat. Geology and Mining Unit
Pithoragarh.

Subject: - Regarding granting permission to Khutani Power Company Pvt. Ltd. for the establishment of mobile stone crusher plant and storage in the plant premises for the construction work of Khutani Small Hydro Electric Project area.

On the above subject, this office has received application form dated 04.05.2023 through letter no. 866/ Geology and Mining Department, Pithoragarh/ Mohammed Keshar/ Renewal/2023-24 dated 07.11.2023 of District Mine Officer Geology and Mining Department, Pithoragarh for renewal of mobile stone crusher approved for the works of Khutani Small Hydroelectric Project of Khutani Power Company Pvt. Ltd.



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According to the report of District Mines Officer, Pithoragarh, the related application form is complete as per Uttarakhand Stone Crusher, Screening Plant, Mobile Stone Crusher, Mobile Screening Plant, Pulverizer, Hot mix Ready-mix Plant Permission Policy-2021.

A copy of the above application form is being sent along with the enclosures. Please get the on-site investigation done through a committee formed as per the provisions mentioned in the currently effective Uttarakhand Stone Crusher, Screening Plant, Mobile Stone Crusher, Mobile Screening Plant, Pulverize Hotmix Plant, Ready-mix Plant License Policy- 2021 in the subject matter and please make efforts to provide the committee's point-by-point report along with clear recommendations to this office immediately.

Attached as above.

Signature in English Illegible
Officer-in-charge,
Acting District Magistrate,
Pithoragarh.



True copy

Copy sent to the following for information and necessary action: -

1. Divisional Forest Officer, Pithoragarh Forest Division, Pithoragarh.
2. Regional Officer, Environment Protection and Pollution Control Board, Housing Development Colony, Haldwani.
3. For the perusal of District Magistrate, Pithoragarh.

Copy:- Sent to Forest Range Officer Gangolihat for information and all necessary action.

Signature in English Illegible
Officer-in-charge,
For District Magistrate,
Pithoragarh.

Section Officer Bankot should contact the concerned people and ensure that they participate in the on-site investigation.

Forest Range Officer

Gangolihat

Pithoragarh



True copy

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Wednesday, January 24, 2024 at 15:24:22 India Standard Time

Subject: NGT-OA 485 of 2023 Diwan Singh vs. State of Uttarakhand & Ors.

Date: Wednesday, 24 January 2024 at 3:24:16 PM India Standard Time

From: sugandha@sblawchambers.in

To: advrahulverma9999@gmail.com, mvermadv@gmail.com

Dear Sir,

I write to you on behalf of Khutani Power Company Pvt. Ltd./Respondent No.5 in the subject matter. Please see attached below the link for the reply being filed on behalf of the Respondent no.5:

<https://www.dropbox.com/scl/fi/rnlljfu6oym5eqc86po40/FInal-24.01.2024-Reply-to-Application-and-Joint-Committee-Report.pdf?rlkey=6amq2w29nsqklrrk2w9yis724&dl=0>

Should you face any issues in accessing the file, please let me know.

Kindly consider this advance service of the same.

Best regards

Sugandha

Sugandha Batra

Advocate

K-40, Lower Ground Floor,

Hauz Khas Enclave

New Delhi-110016

+91-9811715120

Confidentiality Notice:

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