

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

O.A. NO. 05/2025

IN THE MATTER OF:

Kartar Singh & Anr.

...Applicants

Versus

Govt. of NCT of Delhi & Ors.

...Respondents

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THROUGH

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ADVOCATES FOR THE RESPONDENT NO. 8**

**H-3, SECOND FLOOR,
JANGPURA EXTENSION, NEW DELHI - 110014**

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DATED: .03.2024

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**REPLY ON BEHALF OF RESPONDENT NO. 8, M/s. M I A
CONSTRUCTION PVT. LTD.**

1. The present Reply is being filed on behalf of Respondent No. 8, M/s. M I A Construction Pvt. Ltd. (hereinafter referred to as the “**Answering Respondent**”) pursuant to the directions passed by this Hon’ble Tribunal on 20.01.2025 in the captioned matter. The Answering Respondent is filing the present Reply through its Director/ Authorized Signatory, Mr. Mohd. Afzal, who is duly authorized to sign and verify the present Reply.
2. At the outset, it is submitted that the present Original Application is devoid of merit, frivolous, misconceived and is liable to be dismissed at the threshold. The contents of the Original Application, save and except specifically admitted herein, are denied in toto, and nothing in the present Original Application may be deemed to have been admitted on the grounds of non-traversal.
3. The Answering Respondent is a Company incorporated under the Companies Act, 1956 and is engaged in the business of undertaking government tenders for construction, redevelopment and other works projects having CIN No.

U45204DL2013PTC248344. The Answering Respondent carries out its business in a lawful manner and in compliance of all statutory obligations. The Answering Respondent has been wrongly arrayed as a respondent by the Applicant and the Original Application is based on misleading and false facts which does not concern the Answering Respondent. The Answering Respondent carries out its operation in such a manner so as to protect and preserve the environment.

4. The brief facts relevant to the Answering Respondent for the present matter are as follows:
 - i. In 2023, Respondent No. 9/ DMRC issued Notice Inviting Tender for the work “*Contract: DTC/NJF-01R: Design & Construction of Bus Terminal for Delhi Transport Corporation (DTC) at Najafgarh*” which sets out the scope of work for development of bus terminal and allied works.
 - ii. The Answering Respondent participated in the tender process and was declared as the successful bidder (Being L-1) and consequently awarded the Letter of Acceptance on 09.01.2024 by the Respondent No. 9.
 - iii. The Answering Respondent is only an executing agency of the “*Contract: DTC/NJF-01R: Design & Construction of Bus Terminal for Delhi Transport Corporation (DTC) at Najafgarh*” for the works tendered by the Respondent No. 9 and thus, has no relation to the dispute/issue raised in the instant Original Application. In fact, the works as being

undertaken by the Answering Respondent are on the basis of the directions issued by the Respondent No. 9.

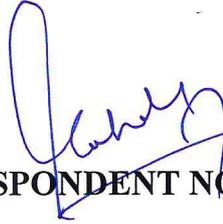
- iv. The Letter of Acceptance dated 09.01.2024 was to be treated as 'Notice to Proceed' and the work under the Contract was to be completed within Twelve (12) months from 16.01.2024. (Annexure A-8/ Pg. 51 of the OA)
- v. It is submitted that the original competition period of the Contract of 12 months have expired and only minor works consisting of constructing boundary wall, footpath, setting up kerbstone, driveway, canopy foundation in drive way, electric service station (ESS), sewage treatment plant, etc have been executed and undertaken by the Answering Respondent. It is submitted that no major works have been undertaken by the Answering Respondent in the original period of the contract such as construction of building structures and terminal. In fact, the works concerning construction of footpath and driveway are also not complete owing to hinderance on site.
- vi. The Answering Respondent has submitted its application for extension of time under the Contract to the Respondent No. 9 owing to hinderance on site which also includes transplantation of trees, which is awaited. It is also admitted by the Applicant in the Original Application that Respondent No. 9 has applied for necessary clearances for the transplantation of trees from the work site and the same are pending.

- vii. However, as the necessary approvals have not yet been obtained from the concerned departments, the transplantation of trees has not been carried out and the Contract has not proceeded further. As such, no further works/ major works can be undertaken by the Answering Respondent owing to hinderance on site and extension of time by the Respondent No. 9 under the Contract.
 - viii. It is pertinent to state herein that admittedly, the bus terminal at Najafgarh has been in existence and operational since 2003 and the scope of the present Contract was the development/upgradation of the already existing bus terminal.
5. Therefore, it is humbly submitted that it is incorrect to state that the work under the Contract is being carried out without taking approvals from the concerned departments or that any trees have been cut or transplanted from the work site without the requisite clearances. The works being executed by the Answering Respondent under the Contract are being carried out *bona fide* in accordance with law and upon grant of necessary clearances and permissions only to the Respondent No. 9.
6. With regard to the Site allegedly being a wetland as averred in the Original Application, the Answering Respondent is not the concerned respondent to address the issue as the Answering Respondent is working under the directions and contract of the Respondent No. 9 and accordingly, reserves its right to file additional affidavit/ reply on this issue at a later stage, if required. The Answering Respondent is only *bona fide* carrying

out the works under the Contract on the site handed over by the Respondent No. 9 and has nothing to do with the underlying issues with respect to the nature of the said land.

7. Further, as admittedly, the bus terminal at Najafgarh has operational from the same Site at which the Contract is being executed since 2003 itself, the present application is time barred under Sections 14 and 15 of the National Green Tribunal Act, 2010 and the instant Original Application needs to be dismissed on that ground alone. The Applicants always had the knowledge of the existing bus terminal as evidenced from the photographs annexed at Annexure A-3, Pg. 23-24 of the Original Application but chose to file the present Application without ascribing any reasons for the delay.
8. The Answering Respondent ensures full compliance with all statutory obligations as required under the Contract and adherence to all applicable environmental laws. The requirements of the Contract also mandate compliance will applicable environmental norms and laws.
9. In light of the submissions made hereinabove, it is submitted that no case has been made out for the grant of any prayers sought for in the Original Application against the Answering Respondent.
10. The Answering Respondent reserves its right to file an additional reply/affidavit, if necessary.

11. In view of the aforementioned facts and circumstances, this Hon'ble tribunal may be kindly pleased to pass appropriate order(s)/directions as this Hon'ble Tribunal may deem fit and proper in the interests of justice.


RESPONDENT NO. 8



THROUGH





SAMARTH CHOWDHARY & PRACHETA KAR
ADVOCATES FOR THE RESPONDENT NO. 8
H-3, SECOND FLOOR,
JANGPURA EXTENSION, NEW DELHI - 110014

NEW DELHI

Mob. No. 8390023099

DATED: 03.03.2025

E-mail: work.samarthchowdhary@gmail.com

BEFORE THE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH
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O.A. NO. 05/2025

IN THE MATTER OF:

KARTAR SINGH & ANR.

...APPLICANTS

VERSUS

GOVT. OF NCT OF DELHI & ORS.

...RESPONDENTS

AFFIDAVIT

I, Mohd. Afzal, aged about 39 years old, S/o Mr. Mohd. Iqbal, having office at A-31, Gaurav Apartments, Patparganj, Delhi – 110092, do hereby solemnly affirm and declare as under:

1. That I am the Authourized Signatory and Director of the Respondent No. 8 in the captioned case and being conversant with the facts and circumstances of the case, I am competent to swear this affidavit.
2. That the accompanying Reply has been drafted by my counsel under my instructions and on my behalf, the contents of which are true and correct to my knowledge and nothing material has been concealed therefrom.

[Signature]
 DEPONENT


VERIFICATION

Verified at New Delhi on 03 day of March, 2025 that the contents of the above affidavit are true and correct to my knowledge. Nothing therein is false and no material information has been concealed therefrom.

*I identify the signature.
 Pracheta Kaur
 01/28/2016*



ATTESTED
[Signature]
 NOTARY PUBLIC
 DELHI (INDIA)

[Signature]
 DEPONENT


03 MAR 2025



BEFORE THE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH
AT NEW DELHI
O.A. NO. 05/2025

IN THE MATTER OF:

KARTAR SINGH & ANR.

...APPLICANTS

VERSUS

GOVT. OF NCT OF DELHI & ORS.

...RESPONDENTS

KNOW ALL to whom these present shall come that I, Mohd. Afzal, Authorized Signatory and Director of Respondent No. 8 Company do hereby appoint:

SAMARTH CHOWDHARY AND PRACHETA KAR

(D/3497/2017)

(D/2856/2016)

ADVOCATES FOR THE RESPONDENT NO. 8

**H-3, SECOND FLOOR,
JANGPURA EXTENSION,
NEW DELHI – 110014**

MOB:+91 8390032099; +91 9438804836

Email: work.samarthchowdhary@gmail.com; pracheta.kar28@gmail.com

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

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

To sign, file verify and present pleadings, appeals cross objections or petitions for execution review, revision, withdrawal, compromise or other petitions or affidavits or other documents as may be deemed necessary or proper for the prosecution of the said case in all its stages.

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

To withdraw or compromise the said case or submit to arbitration any differences or disputes that may arise touching or in any manner relating to the said case and to take execution proceedings

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

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

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

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

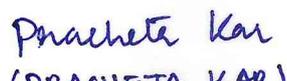
And I /we undersigned do hereby agree not to hold the advocate or his substitute responsible for the result of the said case. The adjournment costs whenever ordered by the Court shall be of the Advocate which he shall receive and retain himself.

And I /we the undersigned do hereby agree that in the event of the whole or part of the fee agreed by me/us to be paid to the Advocate remaining unpaid he shall be entitled to withdraw from the prosecution of the said case until the same is paid up. The fee settled is only for the above case and above Court. I/We hereby agree that once the fee is paid. I /we will not be entitled for the refund of the same in any case whatsoever. If the case lasts for more than three years, the advocate shall be entitled for additional fee equivalent to half of the agreed fee for every addition three years or part thereof.

IN WITNESS WHEREOF I/We do hereunto set my /our hand to these presents the contents of which have been understood by me/us on this 3rd day of March, 2025.

Accepted subject to the terms of fees.


ADVOCATE


(PRACHETA KAR)
D/2856/2016


Client



M I A Construction Pvt. Ltd.

BOARD RESOLUTION

TO AUTHORIZE MR. MOHD. AFZAL, S/O MR. MOHD. IQBAL, DIRECTOR OF M/S M I A CONSTRUCTION PVT LTD.

"RESOLVED THAT the consent of the Board of the Company be and hereby accorded to authorize Mr. Mohd Afzal Director of the company is hereby authorized to sign, seal verify and file complaints, vakalatnama, reply/response, Affidavits, Counter affidavits, rejoinder etc. in matter of KARTAR SINGH & ANR V/s Govt. of NCT of Delhi & Ors., before the Hon'ble National Green Tribunal (NGT) on behalf of the company under the relevant provisions of law.

"RESOLVED FURTHER THAT Mr. Mohd Afzal is hereby authorized to make statement on oath before the courts of law and tribunals on behalf of the company and to do all such acts deeds, matters and things in order to give effect to the aforesaid resolution."

FOR M/S. M I A Construction Pvt Ltd.

For M I A Construction Pvt. Ltd.

Director.

Dated: 28.02.2025