

BEFORE THE NATIONAL GREEN TRIBUNAL,
NEW DELHI

O.A. No. 65 OF 2021

IN THE MATTER OF:-

News Items Published in the Times of India
Dated 28.02.2021 titled Delhi: Man Charred to Death
As illegal Factory Catches Fire

V E R S U S

VEENA GUPTA & ORS.

...RESPONDENTS

NDOH: 09.04.2025

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Rajesh Chhabra

RAJESH CHHABRA
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FOR RESPONDENT NO. 9
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New Delhi

Dated: 07/02/2025

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REPLY ON BEHALF OF RESPONDENT NO. 9 –
GUJRANWALA GURUKUL TRUST SOCIETY

MOST RESPECTFULLY SHOWETH:-

1. That on 27.02.2021 at about 3.34 a.m. a fire incident occurred at the first floor of the premises in question located at Shri Swastic Silicate Mill, 10, Rambagh, Kishan Ganj, Delhi and a news item was published in times of India on 28.02.2021.

On the basis of news report, this Hon'ble Tribunal took up the matter and initiated the above noted Suo Moto Petition, which came up for hearing 02.03.2021.

This Hon'ble Tribunal whilst directing issuance of notice to the CPCB, the DPCC, the North Delhi Municipal Corporation and the District Magistrate, North Delhi by e-mail, also constituted a five-member joint committee comprising CPCB, DPCC, Director Industrial Safety, Delhi the North Delhi Municipal Corporation and

District Magistrate, North Delhi. The nodal agency for coordination and compliance were the CPCB and the DPCC.

It was also directed that the joint Committee may visit to the site and give its report about the cause of the incident, the extent of damage caused, the extent of compensation required to be paid for damage to the environment as well as for loss of lives, injuries and steps required to be taken for preventing any such occurrence in future within one month. Except for visit to the site at least once, the Committee was also given liberty to conduct its proceedings online and take the assistance from any other expert/organization. The Committee was also permitted to suitably interact with the stakeholders and, apart from considering the present incident, also consider remedial measures for preventing such incidents in the area or by other establishments, even beyond the said area, in Delhi. The Committee was further permitted to compile information about existence and working of onsite and offsite plans in terms of 1989 Rules and conducting of mock drills and safety SOPs and compliance status of environment norms.

Since in the recent past, this Hon'ble Tribunal has dealt with similar issues of industrial accidents resulting in deaths and injuries and Expert Committees and in some of such accidents have given reports to this Hon'ble Tribunal, such reports may also be taken into account by the Committee to the extent relevant. The reports are/were available on the website of the CPCB. Simultaneously, the report may also be uploaded on the website of the CPCB to enable the

concerned stakeholders to access the same and file their response, if any.

2. That in compliance of the aforesaid order of this Hon'ble Tribunal, a Committee was constituted and inspection of site was made. Kishanganj area, where the incident of fire took place, has been mentioned in MPD-2021 at Serial No, 20 i.e. as falling under residential area.

As per the report of Joint Committee the Cosmetic manufacturing unit falls under Orange Category of Industries and cannot operate in the non-conforming areas as per CPCB's direction and which cannot be permitted as per Hon'ble Supreme Court order passed on 07.05.2004 in the matter of WP (C) No. 4677 of 1985 M. C. Mehra Vs. Union of India & Ors. In the matter of WP (C) No. 4677 of 1985, the Hon'ble Supreme Court directed closure of the illegal units from the residential/non-conforming areas in NCT of Delhi.

The Sub - clause v) of *clause 7A* of Master Plan Delhi hereinafter referred to as MPD) - 2021, a separate industrial electric connection (single phase) and Municipal License, is necessary to set up a household industry.

Further, as per the provisions of Master Plan for Delhi 2021 sub-clause IV of Clause 7.4 indicates that no inflammable or hazardous substance is permitted to be stored in any Household Industrial Unit.

The premises was used for industrial purposes using hazardous chemicals and stocking storing inflammable materials. The activity

of manufacturing Nail Polish/Cosmetics falls under the Orange Category of Industries and also covered under the Hazardous waste generating activity and not permissible to operate in the non-conforming areas or residential areas. The raw materials used for manufacturing of lipstick/nail polish as reported i.e. oil, wax, color, lacquer etc. are hazardous in nature and inflammable substances storing which is prohibited as per the MPD-2021. The building was being used against the provisions of Master Plan of Delhi.

The said activity falls under orange category and carried out in residential area vide directions issued by CPCB under section 18(1)(b) of the Water (Prevention & Control of Pollution) Act, 1974 and the Air (Prevention & Control of Pollution) Act, 1981, regarding harmonization of classification of industrial sectors under Red/Orange/Green/White Categories to all SPCBs/PCCs on 07.03.2016.

However, as per Joint Committee report all the activities at the place of incident were carried out without obtaining statutory permission from any of the department. Also no consent/license or NOC from Municipal or Delhi Pollution Control Committee has been produced with respect to the household or industrial units running on the first floor of the premises where the incident of fire occurred.

No firefighting equipment to extinguish the fire was found installed in the premises and an emergency staircase from first floor to terrace found permanently closed. The activities were carrying on in the said

premises without obtaining any statutory permission from any department.

The property in question situated at 10 Ram Bagh, Kishanganj, Delhi is a residential and non-conforming area and cannot be used for commercial use unless and until valid licence from government department is obtained. The user is given in the master plan and not layout plan of any colony.

Thus the Committee has calculated the environmental compensation of Rs. 96,18,750/- on Shri Vijay Gupta, C/o. M/s. Shri Swastika Silicate Mill, the detailed report dated 18.08.2021 stands already submitted before this Hon'ble Tribunal.

The Environmental Compensation was levied on appellants by Joint Committee considering all the violations of regulations and as per policy/guidelines of Delhi Pollution Control Committee (hereinafter referred to as 'DPCC') issued vide their Office Order dated 20.05.2019 for assessing Environmental Compensation.

Thus, the compensation calculated by the committee based on the assessment of all the facts & circumstances involving the violations of the regulations and policies are absolutely justified.

3. That it becomes pertinent to state here that the Respondent - Sh.Vijay Gupta, questioning/challenging the order of this Hon'ble Tribunal, preferred a review petition wherein he had claimed that he is neither the owner nor the occupier but the tenant in respect of the premises in question and according to him the liability is either of

the original owner or the sub-tenant. However, it was never revealed by him that acting as an alleged power of attorney of the answering Respondent he had already executed a sale deed in respect of the premises in question in favour of an entity M/s J.P. Gupta (HUF) way back in the year 2016 itself. The Respondent – Sh. Vijay Gupta may not be associated with the entity directly but the same belongs to him. Further, it has not been disclosed that the sale deed is disputed and a suit in respect thereof is pending adjudication before the Hon'ble High Court of Delhi.

Without prejudice and without admitting any of the contentions of the Respondent – Sh. Vijay Gupta and/or anybody in his support, it may kindly be taken note that any rent agreement on the basis whereof, he claimed the possession and/or any right over the property in question automatically seized to exist on the transfer of title of the property and it remains absolutely unexplained as to how he continues to use, occupy, let/sub-let the premises in question.

4. That further without prejudice, it is submitted here that the answering Respondent is not the owner of the premises in question and the same was always owned by Late Sh.Gobind Ram Mehta and after his demise has fallen to his legal heirs. The answering Respondent was set up by the owner of the property during his lifetime to start, manage, administer and run the school named as Gobind Ram Gurukul Sr. Sec. School over a portion of land admeasuring 12 Bighas and 3 Biswas in Khasra No. 827/424. The school over the land is recognized by Directorate of Education (DoE) and is affiliated with CBSE with 5% of the total expenses to

be borne and paid by the answering Respondent and the remaining 95% of recurring expenditure receivable as grant-in-aid from the government of Delhi being an aided school. The premises in question forms part of the afore-stated land.

Since there is a dispute with regard to a sale deed dated 29.02.2016 in respect of the premises in question stated to have been executed on behalf of the answering respondent and in favour of M/s J.P. Gupta HUF, a Civil Suit being CS(OS) 108/2009 titled 'Moonlite Education Society Vs. Gujranwala Gurukul Trust Society (the answering Respondent herein & Defendant No.1 in the suit)', Smt. Renu Mehta (arrayed as Defendant No.2), Sh. Vijay Gupta (one of the Respondents herein & Defendant No.3 in the suit) & M/s J.P. Gupta (HUF) (arrayed as Defendant No.4), is pending adjudication before the Hon'ble High Court of Delhi at New Delhi. In the suit the aforesaid sale deed is under challenge.

It further becomes pertinent to state here that the aforesaid sale deed has been executed in compliance of a judgment & decree dated 24.08.2015 in a suit seeking specific performance of an agreement to sell allegedly executed by the answering Respondent and in favour of M/s J.P. Gupta (HUF), passed by the Learned Civil Court. The sale deed thus was executed by Sh. Vijay Gupta - Respondent herein allegedly acting as an attorney of the answering Respondent as well as Smt. Renu Mehta – one of the then office-bearers of the answering Respondent. However, in the suit neither the answering Respondent nor the office-bearer Smt. Renu Mehta were ever served

and the service of the summons of the suit were affected on Sh. Vijay Gupta.

It is also relevant to state that although the sale deed mentioned the premises in question falling in Khasra Nos. 425, 431, 826/424, 827/424, situated in the revenue Village Ram Bagh, Old Rohtak Road, however, was mutated in Khasra No. 827/424 only and the said mutation was carried out by the Tehsildar, even without verifying the records regarding the title of the property. The property was never mutated in favour of the answering Respondent and always stood in the name of its owner Late Sh. Gobind Ram Mehta and after him in the name of Moonlite Education Society.

Equally relevant it would be to state that on an application under order VI Rule 17 CPC filed by M/s J.P. Gupta (HUF) – the alleged owner of the premises in question, seeking to substitute the admitted fact that the property was purchased by Sh. Gobind Ram Mehta with the allegation that the answering Respondent purchased the entire property through Sh. Gobind Ram Mehta was dismissed. Vide the order dated 08.05.2024, the Hon'ble High Court of Delhi has specifically held that the answering Respondent came into existence only after the purchase of the land and the amendments sought to be made are contrary to the documents/sale deed relied upon. It has further been held that the property may have been purchased with an intent to be used for charitable purposes but the intentions itself cannot make the answering Respondent as the owner. Copy of judgment dated 08.05.2024 is annexed as **ANNEXURE-A (12-18)**.

Thus, the present reply is being filed with the above stated submissions based on the record before this Hon'ble Tribunal and the record of the other proceedings, which are relevant for the levy of compensation.

Arunima Shukla
RESPONDENT NO. 9

THROUGH

NEW DELHI

DATED: 07/02/2025

Abhinava
ADVOCATE

BEFORE THE NATIONAL GREEN TRIBUNAL,
NEW DELHI

O.A. No. 65 OF 2021

IN THE MATTER OF:-

News Items Published in the Times of India
Dated 28.02.2021 titled Delhi: Man Charred to Death
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V E R S U S

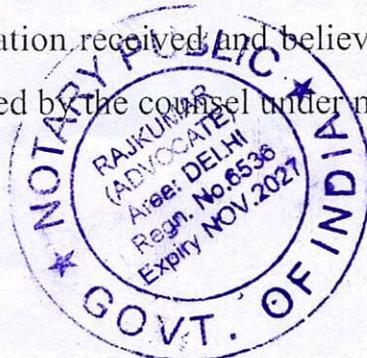
VEENA GUPTA & ORS.

...RESPONDENTS

AFFIDAVIT

I, Arunima Shukla, W/o Sh. Mohit Shukla, aged 48 years, Authorized Signatory of Respondent No.9 - Gujranwala Gurukul Trust Society, having its office at 10, Ram Bagh, Old Rohtak Road, New Delhi – 110005, do hereby solemnly affirm and declare as under:-

1. That I am the Authorized Signatory of Respondent No.9 in the above noted original appeal and am fully conversant with the facts of the case and as such competent to swear this affidavit.
2. That I have read and understood the contents of the accompanying reply and I state that the averments of facts made therein are true and correct to my knowledge and the legal pleas raised therein are true on information received and believed to be correct. The reply has been drafted by the counsel under my instructions.



Arunima Shukla
DEPONENT

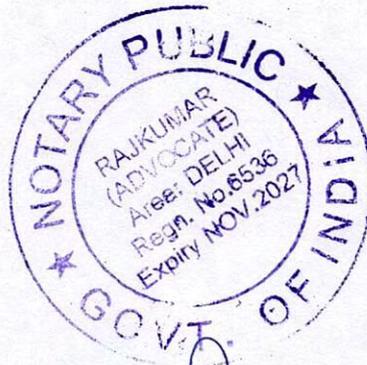
VERIFICATION:-

07 FEB 2025

Verified at New Delhi on this 20 day of January 2025 that contents of my above affidavit are true and correct to my knowledge; that no part of it is false and that nothing material has been concealed therefrom.

Aamina Shukla
DEPONENT

Shabeer



[Signature]
ATTESTED
NOTARY PUBLIC, DELHI
07 FEB 2025



* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

*Reserved on: 12th February, 2024
Pronounced on: 08th May, 2024*

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COUNTER CLAIM (CS) NO.24/2019
IN
CS(OS) NO.108/2019

M/s J.P. GUPTA (HUF)
Thru Its Karta
Shri Rajat Gupta
S/o Late Shri J.P. Gupta
45/6-B, Mall Road, Delhi-110054

.....Counter Claimant/Defendant No.4
Through: Mr. Subhash Garg, Advocate for D-4
and Counter Claimant.

versus

1. GUJRANWALA GURUKUL TRUST SOCIETY
(Regd.) & Ors.
Thru Its Sec.
Ms. Renu Mehta/ Other A.R.
10, Ram Bagh, Old Rohtak Road,
Delhi-7.

2nd Address:
4/12, East Punjabi Bagh,
New Delhi-110026.

....Defendant No.1

2. MS. RENU MEHTA
W/o Late Shri Vinay Mehta
R/o B-6, Ansal Villas,
Satbari, Mehrauli, New Delhi.

....Defendant No.2

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SHRI VIJAY GUPTA
S/o Late Shri O.P. Gupta
R/o 27, Bungalow Road,



2024 : DHC : 3828



Delhi-110007.

...Defendant No.3

4. **MOON LITE EDUCATION SOCIETY (REGD.)**Pocket 8, sector-21,
Rohini, Delhi-110085.

...Plaintiff No.1

5. **SHRI SUSHIL KUMAR GUPTA**S/o Late Shri Kali Ram
R/o 18, Firozshah Road,
New Delhi-110001.

...Plaintiff No.2

Through: Mr. Atul Gupta, Advocate for
Moonlite Education Society.**CORAM:****HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA****J U D G M E N T****NEENA BANSAL KRISHNA, J.**

I.A.12860/2022 (under Order 11 Rule 7/10 of the Commercial court Act, 2015 read with Section 151 CPC on behalf of defendant No.4 seeking Permission to file Additional Documents) & I.A.12859/2022 (under Order 11 Rule 7/10 of the Commercial court Act, 2015 read with Section 151 CPC on behalf of Counter-claimant/Defendant No.4 seeking Permission to file Additional Documents) In CC No.24/2019

1. By way of the two applications defendant No.4/counter-claimant M/s J.P. Gupta, HUF has sought to place the additional documents, on record.

2. It is submitted in the applications that the suit is still at the stage of completion of pleadings, documents, admission/denial etc. The plaintiffs are claiming title to the suit property on the basis of two Gift Deeds dated

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20.07.2008, both executed by Shri Vinay Kumar Mehta in favour of plaintiff Nos.1 & 2. The defendant No.4 has submitted that from the information gathered by it, it has been discovered that the two Gift Deeds are forged, fabricated and manipulated documents wherein the property has been wrongly shown to be the personal property of the donor on the basis of two unregistered Wills.

3. It is claimed that the suit property was owned by defendant No.1 Trust Society which was purchased by "Govind Swami Banprasti" being a "Sanyasi", founder member and manager of the defendant No.1 Trust Society.

4. It is further claimed that the plaintiffs have intentionally not filed the Sale Deed dated 22.06.1955, through which the suit property was initially purchased by Govind Swami Banprasti in the name of defendant No. 1 Trust Society. Furthermore, the plaintiffs have also failed to disclose the Will dated 06.02.1991 allegedly executed by Smt. Satya Devi and the rent receipts issued by the defendant Trust Society in favour of its tenant M/s Shri Swastik Silicate Mills. The defendants seek permission to place on record the Sale Deed dated 22.06.1955 and the photocopy of a Will dated 06.02.1991 and the rent receipts, to be taken of record.

5. **Submissions heard.**

6. It is the case of the plaintiff itself that Govind Ram Mehta also known as Govind Swami Banprasti, the predecessor in interest, had purchased 20 bighas and 8 biswa of land now known as Ram Bagh in village Delhi. The Sale Deed dated 22.06.1955 pertains to this purchase of suit property in the name of Gobind Ram Mehta. Further, in the plaint itself, there is a mention of Will dated 06.02.1991 of Smt. Satya Devi.

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7. Furthermore, the defendant had taken a specific plea that the suit property had been let out to various tenants from whom the rent was being collected. The photocopies of the rents receipts also pertain to those tenants.

8. Considering the pleadings and the nature of documents, the same are permitted to be taken on record.

9. The applications are accordingly, allowed.

I.A.12451/2022 (under Order VI Rule 17 read with Section 151 CPC on behalf of counter-claimant/Defendant No.4 M/s J.P. Gupta HUF, seeking Amendment of the Statement of counter-claim) In CC No.24/2019

10. An application has been filed on behalf of *counter-claimant/defendant No.4 M/s J.P. Gupta HUF* for amendment of its Counter Claim.

11. **It is submitted in the application that** the plaintiff has filed a suit for *Declaration, Cancellation, Possession etc.* Defendant No. 4 has contested the suit by filing a Written Statement and has also filed a separate Counter Claim. The case is at the stage of completion of pleadings, documents, admission/denial etc.

12. The plaintiffs in their suit had claimed to have derived the title to the suit property by way of two Gift Deeds dated 20.07.2008 executed by Shri Vinay Kumar Mehta (donor) in their favour. Both these Gift Deeds are witnessed by Ms. Renu defendant No.2/Secretary of defendant No.1/Trust. In the said documents, the donor has claimed his ownership on the basis of the Sale Deed dated 22.06.1955 coupled with two Gift Deeds. However, the plaintiff have failed to produce the Sale Deed dated 22.06.1955 coupled with

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two Gift Deeds.

13. It is submitted that defendant No. 4 has come to know that the property had not been purchased by Gobind Swami Mehta in his individual



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capacity. Gobind Swami Mehta had become a Sanyasi and the suit property had been purchased by him for charitable purposes. Thus, the counter-claimant/defendant No.4 seeks the consequent amendments in his *Counter-Claim*.

14. **Submissions heard.**

15. The defendant No.4 has sought to substitute *Clause A of the Counter Claim in the preliminary submission* to state that the 20 bighas 8 biswas of land was purchased by defendant No.1 Trust Society through its founder member Govind Swami Banprasti. To the similar effect, the new sub clauses after substituted Clause A are sought to be inserted as A1 to A5, wherein it is again reiterated that the suit property was originally purchased in the year 1955 by defendant No.1 Trust through Govind Swami Banprasti.

16. The Counter Claimant in its Written Statement as well as in the Counter Claim had clearly stated that the suit property had been purchased by Govind Ram Mehta/ Govind Swami Banprasti vide registered Sale Deed dated 22.06.1955 and thereafter a charitable Trust Society was created namely "Gujranwala Gurukul Trust Society" which was registered and Certificate of Registration was issued on 16.10.1955.

17. It is further apparent from the original pleadings as well as the Sale Deed that the suit property had been purchased in June, 1955 vide Sale Deed by Sh. Govind Ram Mehta while the Trust has been created subsequently in October, 1955. When the Trust itself has come into existence after the purchase of the suit land, the averments which are sought to be made are not

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only contrary to the original pleadings of the Suit as well as the counter claim but also are contrary to the documents/Sale relied upon by the Counter Claimant. The suit property may have been purchased with an intent to be



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used for charitable purposes as is mentioned in the Sale Deed but intention of the purchaser cannot make the Charitable Trust as the owner, as is claimed by the Counter-Claimant. This amendment clearly amount to retraction of the admissions made by the counter claimant.

18. The Apex Court in Modi Spinning and Weaving Mills Co.Ltd v. M/s.Ladha Ram and Company, AIR 1977 SC 680 held that defendant cannot be permitted to change his case completely and substitute an entirely new case.

19. If the defendant is allowed to make the proposed amendments, it would completely displace the plaintiff from the admissions made by the defendants in the Written Statement as well as the Counter Claim.

20. The proposed amendments by incorporating Clause A and A1 to A5 and paragraph O are, therefore, disallowed.

21. The Counter Claimant has further sought to describe Shri Gobind Ram Mehta in Clause F and Paragraph 7(II) of the Counter Claim as Govind Swami Banprasti instead of Gobind Ram Mehta. The usage of the name Sh. Gobind Ram Mehta in the Counter Claim does not lead to any confusion as it has already been explained in the plaint that Sh.Gobind Ram Mehta later came to be known as Govind Swami Banprasti.

22. This amendment is again not necessary and therefore, it is disallowed.

23. The Counter Claimant has further sought to insert a sub clause after **Clause H** that defendant No.1 Trust Society was collecting rent from various

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tenants and has given the details of the rent collected from the various tenants through the rent receipts, as detailed therein.

24. Since, this proposed amendment is explanatory to the contents of



Clause H, the said amendment is allowed.

25. The counter-claimant also intends to insert *paragraph 10* after paragraph 9 of his Counter Claim to take an additional plea of suit of the plaintiff *being barred by limitation* as the Lease Deed dated 13.07.1979 and the Assignment Deed GPA dated 18.04.2001 were not challenged within a period of three years by its Executants i.e. defendant No.2 Renu Mehta and her husband Vinay Kumar Mehta.

26. **This being a legal objection, is permitted to be incorporated by way of amendment.**

27. In view of the aforesaid discussions, the amendments in clause H and the insertion of paragraph 10 in the Counter Claim are allowed while the rest of the amendments proposed by the counter claimant are hereby dismissed.

28. The application under Order VI Rule 17 CPC is accordingly disposed of.

CS(OS) 108/2019 & CC No.24/2019

29. List before learned Joint Registrar for completion of pleadings on 19.07.2024.

**(NEENA BANSAL KRISHNA)
JUDGE**

MAY 8, 2024

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