

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL  
PRINCIPAL BENCH NEW DELHI  
ORIGINAL APPLICATION 611 OF 2024

**IN THE MATTER OF:**

BHARTIYA KISAN UNION (PURWA) ...APPLICANT

VERSUS

UNION OF INDIA & ORS. ...RESPONDENT

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RESPONDENT NO. 9

THROUGH

  
**DR. SWAROOP GEORGE & ABHINANDAN JAIN**  
Advocates

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Green Park Extension  
Delhi-110016

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Mob. No.: 9871144284

**Place:** New Delhi

**Date:** 12.11.2024

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL  
PRINCIPAL BENCH NEW DELHI  
ORIGINAL APPLICATION 611 OF 2024**

**IN THE MATTER OF:**

BHARTIYA KISAN UNION (PURWA) ...APPLICANT

VERSUS

UNION OF INDIA & ORS. ...RESPONDENT

**REPLY ON BEHALF OF RESPONDENT NO. 9 TO THE  
APPLICATION FILED BY APPLICANT UNDER SECTION 14 & 15  
READ WITH SECTION 18 OF THE NATIONAL GREEN TRIBUNAL  
ACT, 2010**

**MOST RESPECTFULLY SHOWETH:**

**PRELIMINARY SUBMISSIONS/OBJECTIONS:**

1. That at the very outset, Respondent No. 9 denies each and every averment made by the Applicant in the present application and nothing contained in the application should be deemed to have been admitted unless expressly admitted by Respondent No. 9 herein.
2. It is pertinent to mention here that the present application is barred by limitation in pursuance of Section 14(3) of the National Green Tribunal Act, 2010. That as per, Section 14 (3) of the NGT Act, the present application should have been filed within the period of limitation of six months when the applicant first noticed the alleged violation, since the

present application has been filed beyond the period of 6 months when the applicant first noticed the alleged violation and no explanation for the delay has been pleaded by the applicant, the present application shall not be entertained for adjudication by this Hon'ble Tribunal. Hence the Application is liable to be dismissed.

3. That the Section 11 of the Railway Act, 1989 states that:

*"Power of Railway administrations to execute all necessary works. Notwithstanding anything contained in any other law for the time being in force, but subject to the provisions of this Act and the provisions of any law for the acquisition of land for a public purpose or for companies, and subject also, in the case of a non-Government railway, to the provisions of any contract between the non-Government railway and the Central Government, a railway administration may, for the purposes of constructing or maintaining a railway-*

*make or construct in or upon, across, under or over any lands, or any streets, hills, valleys, roads, railway, tramways, or any rivers, canals, brooks, streams or other waters. or any drains, water-pipes, gas-pipes, oil-pipes, sewers, electric supply lines. or telegraph lines such temporary or permanent inclined-planes, bridges, runnels, culverts, embankments, adequicts, bridges, roads, lines of rail ways, passages, conduits, drains, piers, cuttings and fences, in-take wells. tube wells, dams, river training and protection works as it thinks proper"*

4. That the office memorandum of Ministry of environment & climate change under ref (ii) dated 06-10-2023 clearly stipulates that Railway projects are exempted from prior environmental clearance in terms of Section 11 of the Railway Act, 1989 which overrides every other law in force with the phrase

*"Notwithstanding anything contained in any other law for the time being in force".*

5. That in light of the aforesaid, both RVNL and the Respondent No. 9 were of the understanding that no clearance as claimed by the Applicant i.e., from the NMCG was required. In fact, in terms of the Contract between RVNL and Respondent 9, RVNL was to take the necessary permissions including with regard to the NMCG if such need were to arise but since there was an exemption for railways, the need did not arise. Furthermore, there was an urgent need for the construction as elucidated hereinafter.
6. That the current railway bridge has to be built because it is beyond its 100-year service life and cannot support an axle weight of 25 tons. The bridge needs to be completed before the Maha Kumbh (January 2025), when many devotees are expected to gather, in order to ensure proper crowd control.
7. It is pertinent to mention here that the project focuses on rebuilding the current IZAT bridge, which was built in 1912 and has been in use for more than a century, rather than creating a new bridge. Due to the bridge's inability to support the current railway standard axle weights, this portion is subject to a Permanent Speed Restriction (PSR) of 50 km/h. Ensuring safety and facilitating Indian Railways' crucial development required this work. It is a part of the Indian Railways' regular operations.
8. That by March 2023, all of the bridge's major substructure work was accomplished, and by June 2023, all but a few minor superstructure work had been completed. The batching plant was initially approved by the environmental control board to be installed between April 20, 2021, and March 31, 2023. There were no environmental infractions because the

project was finished within the batching plant's authorized time frame. In spite of this, Respondent No. 9 hereof (the contractor) has extended the NOC for the batching plant from the Pollution Board from June 23, 2023, to March 31, 2024. It is also pertinent to mention that all major substructure work for the bridge was completed in March 2023, and by June 2023, 80% of the superstructure work was finished except some minor work. Initially, the pollution control board granted approval for the installation of the batching plant from 20.04.2021 to 31.03.2023. Since the major super structure work was completed within the approved tenure of the batching plant, for the minor works, RMC was being procured by the Respondent No.9. However, since the required quantity was not available, the Respondent No. 9 had to operate its batching plant and for the same, the NOC for the batching plant from the Pollution Board has been extended by the Respondent No. 9 herein (the contractor) from 23.06.2023 to 31.03.2024.

9. That the clause 14 of the NGT Act, 2010 states that:

- a) *The Tribunal shall have the jurisdiction over all civil cases where a substantial question relating to environment (including enforcement of any legal right relating to environment), is involved and such question arises out of the implementation of the enactments specified in Schedule I.*
- b) *The Tribunal shall hear the disputes arising from the questions referred to in sub-section (/) and settle such disputes and pass order thereon.*
- c) *No application for adjudication of dispute under this section shall be entertained by the Tribunal unless it is made within a period of six months from the date on which the cause of action for such dispute first arose:*

*Provided that the Tribunal may, if it is satisfied that the applicant was prevented by sufficient cause from filing the application within the said period, allow it to be filed within a further period not exceeding sixty days.*

10. That the Railway Act of 1989's Chapter IV, Section 11 states that the railway projects are free from environmental clearance. The NMCG explained that the bridge does not qualify for the prior permission clause outlined in Section 42 of the Authority's Order because the bridge's construction is already finished. Alternatively, the project may be examined under Section 6(3), which permits the NMCG to assess projects built prior to 2016. Because of this, the post-facto approval proposal has already been made via the NMCG website, and it is awaiting approval.
11. That the assertion that the river will become contaminated during development is wholly untrue and deceptive. This bridge was built with approval from the Mela Adhikari and is crucial for moving supplies over the river's flooded sections. Steel pipes were inserted to create the temporary bridge, and this did not pollute the river. It is crucial to make clear that the said sand and other materials that were dumped in order to prepare the road approach were not imported from outside sources. They are actually dredged materials that were stockpiled inside the boundaries of the building site and released during the well foundation's sinking. Later, these materials were utilized to construct roadways for the Magh Mela and to plug dredging holes.
12. That, some photos depicting incomplete piers during the flood were misidentified as debris from other sources. Furthermore, it was stated that supposed debris was produced during the controlled blasting of well

foundation. However, blasting is a method used to prevent wells from becoming trapped during the sinking operation. The blasting was carried out mainly to assist the proper placement of the concrete foundation and the final positioning of the wells, which are critical to the bridge's stability. It is vital to highlight that the blasting work was only completed after receiving prior authorization from the District Magistrate of Prayagraj. Mild blasting was carried out in exact accordance with the standard specifications established by the Ministry of Road Transport and Highways (MoRTH) and Indian Railway Standards. Therefore, the claim of contaminating the river is absolutely baseless and deceptive.

13. That the applicant has no locus to file the present application. Neither the applicant has any basis to file the present application. The applicant's alleged representative has wrongly been agitating the matter time and again with vested interest.

#### **PARA-WISE REPLY**

1. The contents of Paragraph No. 1 of application are a matter of record. It is submitted that the applicant has not submitted any registration certificate of their society nor any other document to show the legal existence of their society. Furthermore, the applicant society has not submitted any authorisation letter for their purported representative. In response to paragraph 1 of the application, the Answering Respondent reiterates and reaffirms the contents of the preliminary objections/submission herein above and the same are not being repeated here for the sake of brevity.
2. The contents of Paragraph No. 2 of the application are a matter of record.

3. The contents of Paragraph No. 3 of the application are a matter of record.
4. The contents of Paragraph No. 4 of the application are wrong and vehemently denied. It is denied that any pollution was caused by the Rail-Bridge construction. It is denied that the rail bridge construction was in violation of statutory provisions and environmental norms. In response to paragraph 4 of the application, the Answering Respondent reiterates and reaffirms the contents of the preliminary objections/submission herein above and the same are not being repeated here for the sake of brevity.
5. The contents of Paragraph No. 5 of the application are a matter of records.
6. The contents of Paragraph No. 6 of the application are a matter of record.
7. The contents of Paragraph No. 7 of the application are wrong and denied save and except which are a matter of record. In response to paragraph 7 of the application, the Answering Respondent reiterates and reaffirms the contents of the preliminary objections/submission herein above and the same are not being repeated here for the sake of brevity. The Respondent No.8 has awarded the contract, viz., Contract Agreement No. RVNL/BSB/Ganga Bridge /18-19/Works /Agt.03/Dated.06.10.2020 to the joint venture known as "ITD Cem – BBJ JV" of which the Respondent No.9 is the lead member.
8. That The contents of Paragraph No. 8 of the application are wrong and denied. No proof has been given of the registration of the trust or its legal existence as such. In response to paragraph 8 of the application, the

Answering Respondent reiterates and reaffirms the contents of the preliminary objections/submission herein above and the same are not being repeated here for the sake of brevity.

9. The contents of Paragraph No. 9 of the application are wrong and denied. The railway projects are exempted from environmental clearance, as stipulated under Chapter IV, Section II of the Railway Act, 1989. Nevertheless, RVNL has applied for approval on the NMCG website. In response to paragraph 9 of the application, the Answering Respondent reiterates and reaffirms the contents of the preliminary objections/submission herein above and the same are not being repeated here for the sake of brevity.
10. The contents of Paragraph No. 10 of the Application are a matter of record and need no reply.
11. The contents of Paragraph No. 11 of the Application are wrong and denied for being false, frivolous and misleading. In response to paragraph 11 of the application, the Answering Respondent reiterates and reaffirms the contents of the preliminary objections/submission herein above and the same are not being repeated here for the sake of brevity.
12. The contents of Paragraph No. 12 of the Application are wrong and denied for being false, frivolous and misleading. In response to paragraph 12 of the application, the Answering Respondent reiterates and reaffirms the contents of the preliminary objections/submission herein above and the same are not being repeated here for the sake of brevity.

13. The contents of Paragraph No. 13 of the Application are wrong and denied for being false, frivolous and misleading. In response to paragraph 13 of the application, the Answering Respondent reiterates and reaffirms the contents of the preliminary objections/submission herein above and the same are not being repeated here for the sake of brevity.
14. The contents of Paragraph No. 14 of the Application are wrong and denied for being false, frivolous and misleading. It is denied that the Answering Respondent continued the construction of the aforementioned rail bridge without fulfilling the mandated statutory provisions and other environmental norms. In response to paragraph 14 of the application, the Answering Respondent reiterates and reaffirms the contents of the preliminary objections/submission herein above and the same are not being repeated here for the sake of brevity.
15. -25 The contents of Paragraph No. 15 to 25 of the Application are wrong and denied for being false, frivolous and misleading to the extent any violation of the law or pollution of the river by the answering Respondents is imputed. In response to paragraphs 15 to 25 of the application, the Answering Respondent reiterates and reaffirms the contents of the preliminary objections/submission herein above and the same are not being repeated here for the sake of brevity.
26. The contents of Paragraph No. 26 of the Application are wrong and denied save and except which are a matter of record. In response to paragraph 26 of the application, the Answering Respondent reiterates and reaffirms the contents of the preliminary objections/submission

herein above and the same are not being repeated here for the sake of brevity.

27. The contents of Paragraph No. 27 of the Application are wrong and denied save and except which are a matter of record. In response to paragraph 27 of the application, the Answering Respondent reiterates and reaffirms the contents of the preliminary objections/submission herein above and the same are not being repeated here for the sake of brevity.
28. The contents of Paragraph No. 28 of the Application are wrong and denied save and except which are a matter of record. In response to paragraph 28 of the application, the Answering Respondent reiterates and reaffirms the contents of the preliminary objections/submission herein above and the same are not being repeated here for the sake of brevity.
29. That the Contents of Paragraph No. 29 of the application are untenable in view of the facts and circumstances mentioned above and hence same are liable to be rejected.

**REPLY TO GROUNDS:**

A-F. In response to Grounds A to F of the application, it is submitted that the Applicant has advanced baseless and frivolous reasons therein. The Answering Respondent reiterates and reaffirms the contents of the preliminary objections/submission herein above which may be read as part and parcel of the reply to the Grounds raised by the Applicant. It is

submitted that the Answering Respondent reserves its right to reply to each of the Grounds as and when the need so arises. At the cost of repetition, it is submitted that the railway projects are exempted from environmental clearance, as stipulated under Chapter IV, Section 11 of the Railway Act, 1989.

#### **DETAILS OF REMEDY EXHAUSTED**

30. The contents of Paragraph No. 30 of the Application are wrong and denied save and except which are a matter of record. In response to paragraph 1 of the application, the Answering Respondent reiterates and reaffirms the contents of the preliminary objections/submission herein above and the same are not being repeated here for the sake of brevity.

#### **MATTER IS NOT PREVIOUSLY FILED OR PENDING WITH ANY OTHER COURT**

31. The contents of Paragraph No. 31 of the Application are a matter of record and do not merit any response.

#### **LIMITATION**

32. The contents of Paragraph No. 32 of the Application are wrong and denied save and except which are a matter of record. In response to paragraph 1 of the application, the Answering Respondent reiterates and reaffirms the contents of the preliminary objections/submission herein above and the same are not being repeated here for the sake of brevity.


**PRAYER**

It is therefore, respectfully prayed that this Ld. Hon'ble Tribunal may be pleased to:

- i. Dismiss the present application being devoid of merit;
- ii. Pass such other and further orders in favour of the Respondent No. 9 as this Hon'ble Court may be passed as deemed fit and proper in the facts and circumstances of the case.

  
  
**RESPONDENT NO. 9**

**THROUGH**

  
**DR. SWAROOP GEORGE & ABHINANDAN JAIN**  
**Advocates**  
T-15, Basement,  
Green Park Extension  
Delhi-110016  
Email: chambersgp15@gmail.com  
Mob. No.: 9871144284

**Place:** New Delhi

**Date:** 12.11.2024

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL  
PRINCIPAL BENCH NEW DELHI  
ORIGINAL APPLICATION 611 OF 2024**



**IN THE MATTER OF:**

**BHARTIYA KISAN UNION (PURWA)**

**...APPLICANT**

**VERSUS**

**UNION OF INDIA & ORS.**

**...RESPONDENT**

**AFFIDAVIT**

I, Mr. Kanchan Madhusudan Ranadive, S/o late Madhusudan Ranadive aged 49 years, working at the Respondent No.9's registered office at 9<sup>th</sup> Floor, Prima Bay, Tower B, Gate No.5, Saki Vihar Road, Powai, Mumbai – 400072, do hereby state and solemnly as follows:

1. That I am well conversant with the facts and circumstances of the case, based on the records maintained by Respondent No.9, and duly authorized to sign the present affidavit on behalf of Respondent No. 9 and hence competent to swear this affidavit.
2. That the contents of the accompanying reply to the Application on behalf of Respondent No. 9 are true and correct to my best knowledge based on records available and the same has been drafted by my counsel under my instructions.

*Kanchan Madhusudan Ranadive*

**DEPONENT**



**VERIFICATION:**

I, Mr. Kanchan Madhusudan Ranadive the above-named deponent do hereby solemnly affirm and verify that the contents of above paragraphs of the affidavit are true and correct to the best of my knowledge and belief, and that nothing has been concealed therefrom.

Verified on 12<sup>th</sup> day of November, 2024 at Mumbai.

*Kanchan Madhusudan Ranadive*  


**DEPONENT**

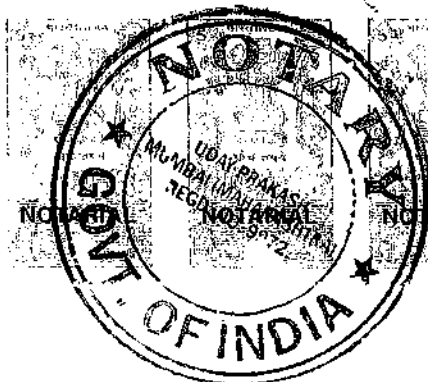
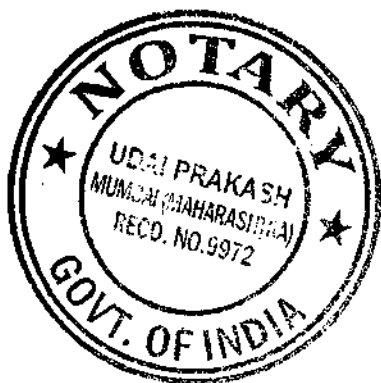


**BEFORE ME**

*Ramesh Chandra Tiwari*  
**RAMESH CHANDRA TIWARI**  
ADVOCATE & NOTARY  
GOVT. OF INDIA  
Res. 129, A-Wing, Appli Ekta Hsg. Soc  
Nav Pada, Marol Naka, A. K. Road,  
Andheri (E), Mumbai-400 959.

S: R: 18742  
Date: 12/11/24





POWER OF ATTORNEY

आर्थिक सहायता अधिकृतसद Signatory  
आर्थिक सहायता बँक (RUIDBI BANK LTD.)

Industrial Development Bank of India Ltd. 2nd Floor, Maharashtra House, Mumbai-400071.  
D-5/STP/INC. R. 100703/05/1029-1032

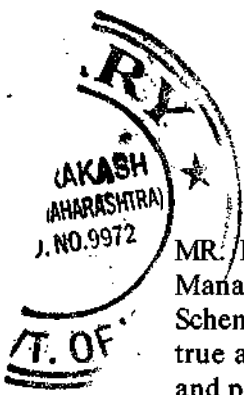
KNOW ALL MEN BY THESE PRESENTS that ITD CEMENTATION INDIA LIMITED, a Company incorporated under the Companies Act, 1956 and corresponding Companies Act, 2013 and having its Registered Office at National Plastic Building, A-Subhash Road, Paranjape B Scheme, Vile Parle (East), Mumbai - 400057 (hereinafter called "the Company") hereby nominates, constitutes, appoints and authorize

*Handwritten signature*

*Handwritten signature*

Stamp and date: 56438, 171500, R.000001004-PB5280, FEB 25 2015, 12:31, INDIA STAMP DUTY MAHARASHTRA

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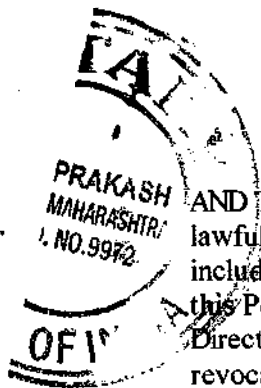
MR. KANCHAN MADHUSUDHAN RANADIVE presently designated as Deputy General Manager and having his office at National Plastic Building, A-Subhash Road, Paranjape B Scheme, Vile Parle (East), Mumbai - 400057, (hereinafter called "the Attorney") to be the true and lawful attorney of the Company and in its name and on its behalf to do, execute and perform all or any of the following acts, deeds, matters and things, namely :

1. To appear before Courts, High Courts or any other authority whether judicial, quasi-judicial or administrative for and on behalf of the Company on all matters arising out of contracts, arbitration and conciliation proceedings, including quasi-judicial authorities such as Arbitral Tribunals, Dispute Review Boards, Dispute Adjudication Boards, filed against / by the Company, on behalf of the Company before such authorities as may be necessary.
2. To represent the Company before the Government, Sales-tax or other tax, motor vehicles, municipal, local, telephone, electrical or any other authority, officer or officers for any purpose connected with the business affairs or property of the Company and for such purposes to sign, authenticate, file and register all and any statements, accounts, returns, notices, applications, appeals, petitions, representations and other documents of whatsoever nature which may be required on behalf of the Company.
3. To accept on behalf of the Company service of notices in connection with claims on the Company arising from any civil, criminal or quasi-judicial proceedings against the Company.
4. To sign Vakalatnamas, memos of appearances and/or other documents for the purpose of effectively engaging and appointing Attorneys, Solicitors, Advocates, Counsels and / or Pleaders in all matters as referred to hereinabove.
5. To sign, confirm, verify or adopt complaints, statement of claims, applications, affidavits, written statements, counter claims, memorandum of objections, memorandum of appeals, memorandum of revision, or such other documents or papers for effectively prosecuting or defending any legal proceedings including arbitration and other quasi-judicial proceedings in which the Company is directly or indirectly interested in matters referred to hereinabove.
6. To provide any court, quasi-judicial authority, administrative authority and/or arbitrator with any undertaking or guarantee in connection with any litigation or proceedings touching any of the matters aforesaid provided that the Attorney may not do any of the acts and things referred to in this clause without the prior written instructions of the Managing Director or Deputy Managing Director for the time being of the Company.
7. To acknowledge in the name of the Company this Power of Attorney and to register and record the same in any appropriate office as may be necessary or advisable and to procure to be done any and every act and thing whatsoever which may in any wise be requisite or proper for authenticating and giving full effect to this Power of Attorney according to the local laws and usages.

*Kidage*

*[Signature]*

:: 3 ::



AND THE COMPANY HEREBY agrees to ratify and confirm whatsoever the Attorney shall lawfully do or cause to be done in or about the premises by virtue of these presents including in such confirmation whatever shall be done between the time of revocation of this Power of Attorney by the Company or by the Managing Director or Deputy Managing Director for the time being of the Company or by any other means and the time of such revocation becoming known to the Attorney.

AND FURTHER this Power of Attorney shall be concurrent with and co-terminus to the Attorney's employment with the Company and shall stand cancelled and be revoked automatically in the event the Attorney ceases to be in the employment of the Company for any reason whatsoever.

Power of Attorney dated 9<sup>th</sup> April, 2009 stands revoked.

IN WITNESS WHEREOF the Company has caused its Common Seal to be hereunto affixed at Mumbai this 27<sup>th</sup> day of February, 2015

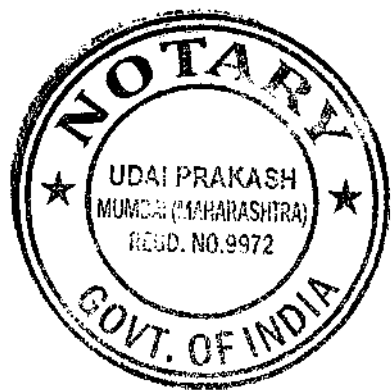
THE COMMON SEAL of the abovenamed ITD )  
CEMENTATION INDIA LIMITED, was pursuant to a )  
Resolution of the Board Directors of the said )  
Company passed in that behalf on the 24<sup>th</sup> day of )  
February, 2015 hereunto affixed in the presence of: )

MR. ADUN SARABAN )  
MANAGING DIRECTOR )

MR. R.C. DAGA )  
COMPANY SECRETARY )

Accepted:   
(KANCHAN M. RANADEVE)

SR. NO. 20355/1  
DATE 27/02/2015



BEFORE ME

UDAI PRAKASH (M.A.L.L.B.)  
ADVOCATE & NOTARY GOVT OF INDIA  
MUMBAI (MAHARASHTRA)  
Regd No 9972