

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

(Original Application No. 1243 of 2024)

**IN THE MATTER OF:**

**Manu Rathi & Anr.**

..... Applicant

**Versus**

**State of Uttarakhand & Ors.**

..... Respondents

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Place: NEW DELHI

Date: 23/9/2025

①

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

(Original Application No. 1243 of 2024)

**IN THE MATTER OF:**

**Manu Rathi & Anr.**

**..... Applicant**

**Versus**

**State of Uttarakhand & Ors.**

**..... Respondents**

**REPLY /RESPONSE FILED BY THE RESPONDENT NO.5 i.e.**

**M/S SAGAR PAPER MILLS (P) LTD.**

**MOST RESPECTFULLY SHEWETH:**

1. That the present Reply/Response has been filed by the Respondent No.5 i.e. M/s Sagar Paper Mills (P) Ltd. [hereinafter referred to as the “answering Respondent”]. That the answering Respondent is filing this present Reply/Response through Sh. Anil Kumar, who, being the director of the Respondent No.5, is duly authorized to sign & verify this present Reply/Response, to file documents, to sign Vakalatnama, to depose before this Hon’ble Tribunal and to do all such other act (s) as may be necessary for this present Reply/Response.
2. That at the outset, the answering Respondent denies each and all the statements, averments and allegations made with respect to the answering Respondent by the Applicant in the captioned Original Application which are contrary to or inconsistent with what has been stated herein below and the said contents are deemed to be specifically denied and set traversed in seriatim.
3. That the answering Respondent is a company registered under the Companies Act, 1956 having its manufacturing Unit at: Khasra No.

– 223 & 225, 5<sup>th</sup> KM Stone Mangalore – Jhabrera Road, Latherdeva Hoon, Tehsil – Roorkee, District – Haridwar, Uttarakhand – 249 401.

That the answering Respondent is engaged in the business of manufacturing & sale of kraft paper from indigenous waste paper depending on the current market requirement. That the answering Respondent has a single paper machine for the said kraft paper production.

4. That the answering Respondent is a compliant unit and is operating its unit with all the necessary permissions, licenses and/or Consent to Operate. That the answering Respondent is duly following all the directions /guidelines issued time & again by the statutory authorities and is following all the law which are necessary to operate the industry. That the answering Respondent carries out its operation in such a way so as to protect & preserve the environment and also is committed to deliver to the consumer, products that meet high quality specifications for which very stringent quality measures are followed by the answering Respondent in its various stages of the manufacturing process.
5. That the answering Respondent had valid consents both under the Water (Prevention and Control of Pollution) Act, 1974 as well as Air (Prevention and Control of Pollution) Act, 1981 which are valid till 31.03.2028. That the answering Respondent also have the Authorization under the provisions of Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 which is also valid till 31.03.2028. Copy of the Consolidated Consent to Operate under Section 25 of the Water (Prevention and Control of Pollution) Act, 1974 and under Section 21 of the Air (Prevention and Control of Pollution) Act, 1981 and Authorization under Rule – 6 (2)

of the Hazardous and other Wastes (Management and Transboundary Movement) Rules 2016 is annexed as **Annexure: R5/A**.

6. That the industrial waste water generated by the answering Respondent is treated by the answering Respondent with an Effluent Treatment Plant (ETP) consists of Hill Screen, Equalization Tank, Primary Clarifier, Aeration Tank, Secondary Clarifier, Multi Grade Sand Filter - Tertiary Treatment System, Sludge Drying Beds.
7. That the combined effluent from equalization tank is clarified in a Primary Clarifier followed by biological treatment in Aeration Tank provided with diffused aeration system for proper metabolic activity of microbial culture. That in aeration tanks, the essential nutrients in the form of Urea & DAP (BOD: N:P – 100:5:1) are added for facilitating the growth of micro-organisms. That post aeration, the waste water is clarified in a secondary clarifier followed by tertiary treatment through dual media filter. That a part of the treated effluent is reused in pulp mill and the rest is discharged into the local drain. That while a part of the secondary sludge is re-circulated back into aeration tank and the rest is disposed off along with the underflow of the primary clarifier after dewatering through filter press. Copy of the ETP Adequacy Report prepared by Central Pulp & Paper Research Institute, Saharanpur (U.P.) is annexed as **Annexure: R5/B**.
8. That electromagnetic flow-meter is duly installed at the outlet of the Effluent Treatment Plant (ETP) of the answering Respondent. That Online Monitoring System (OCEMS) have been duly installed at the outlet of the Effluent Treatment Plant (ETP) of the answering Respondent which have been connected to the servers of both the

Central Pollution Control Board (CPCB) and Uttarakhand Pollution Control Board. That moreover the answering Respondent also have a dedicated ETP Laboratory for monitoring of pollution parameters. Photographs of the electromagnetic flow-meter, the Online Monitoring System (OCEMS) and ETP Outlet Flowmeter are collectively annexed as **Annexure: R5/C (Colly)**.

9. That the allegations raised by the Applicant in the captioned Original Application is that the answering Respondent is burning the plastic waste and is also discharging the industrial effluent in open filed. That this Hon'ble Tribunal, vide Order dated 22.10.2024, constituted a Joint Committee comprising the Member Secretary, Uttarakhand Pollution Control Board (UKPCB), representative of Member Secretary, Central Pollution Control Board (CPCB), RO, Ministry of Environment, Forest and Climate Change (MoEF&CC), Dehradun and District Magistrate Haridwar. That this Hon'ble Tribunal, vide the said Order dated 22.10.2024, has also directed that said Joint Committee to visit the site, ascertain the extent of violation of environmental norms by the answering Respondent and also suggest the remedial measures.
10. That in compliance of the aforesaid Order dated 22.10.2024 issued by this Hon'ble Tribunal, a Joint Committee comprising of officials from Regional Office, Ministry of Environment, Forest and Climate Change (MoEF&CC), Dehradun, Central Pollution Control Board (CPCB), Uttarakhand Pollution Control Board (UKPCB) and representative from District Administration, Haridwar was constituted to verify the issues raised by the Applicant in the captioned Original Application.

11. That the said Joint Committee inspected the unit of the answering Respondent on 18.12.2024 and 29.01.2025. That the said Joint Committee on 13.02.2025 filed a Inspection Report before this Hon'ble Tribunal, which is duly available at the web-site of this Hon'ble Tribunal.

12. **ANALYSIS OF THE INSPECTION REPORT DATED 13.02.2025 FILED BY THE JOINT COMMITTEE:**

(A) That the unit of the answering Respondent was found operational at the time of inspection by the Joint Committee on 18.01.2024 and 29.01.2025.

(B) That the answering Respondent has valid Consolidated Consent to Operate under Section 25 of the Water (Prevention and Control of Pollution) Act, 1974 and under Section 21 of the Air (Prevention and Control of Pollution) Act, 1981 and Authorization under Rule – 6 (2) of the Hazardous and other Wastes (Management and Transboundary Movement) Rules 2016, which is valid till 31.03.2028.

(C) That the answering Respondent has consented production of 3300 MT/Month (110 MT/Day), however, the actual average daily production as per log book data from 01.10.2024 to 17.12.2024 is 114.84 MT/Day.

(D) That the answering Respondent has two number of borewells. That average daily withdrawal quantity is 388.84 KLD and specific freshwater consumption is 3.39 KL/MT of paper production. That electromagnetic flow meter with totalizer are duly installed at both the said borewells. That as far as the issue

of Ground Water NOC is concerned the answering Respondent has filed an Appeal being Appeal No. 36 of 2025 titled as "*Sagar Paper Mills Pvt. Ltd. Vs. Central Ground Water Authority of India*", which is still pending adjudication before this Hon'ble Tribunal and is now listed for 06.10.2025. Copy of the Order dated 11.08.2025 passed by this Hon'ble Tribunal in Appeal No. 36 of 2025 titled as "*Sagar Paper Mills Pvt. Ltd. Vs. Central Ground Water Authority of India*" is annexed as **Annexure: R5/D.**

- (E) That as per the Consolidated Consent to Operate under Section 25 of the Water (Prevention and Control of Pollution) Act, 1974 and under Section 21 of the Air (Prevention and Control of Pollution) Act, 1981 and Authorization under Rule – 6 (2) of the Hazardous and other Wastes (Management and Transboundary Movement) Rules 2016, the answering Respondent is permitted to discharged 600 KLD of treated effluent.
- (F) That the answering Respondent has duly installed an ETP. That the answering Respondent has duly installed electromagnetic flowmeter with totalizer at ETP Inlet, ETP outlet and at line carrying recycled effluent from ETP back to process. That the answering Respondent has also duly installed OCEMS at ETP outlet.
- (G) That the Joint Committee has collected samples from inlet, aeration tank and outlet of the ETP of the answering Respondent. That the analysis results of the said samples shows that the parameters of the said samples are well within the

prescribed norms and, therefore, the answering Respondent is a compliant unit.

- (H) That the answering Respondent has installed 01 no. of boiler of capacity 12 TPH. That the answering Respondent is using bagasse and waste wood as fuel in its said boiler. That, therefore, the allegation raised by the Applicant with respect to the burning of plastic waste is false. That the answering Respondent has provided stack of height 30 meter attached with its said 12 TPH boiler equipped with multi cyclone, dust collector and wet scrubber as APCDs. That the stack emission norms are well within the prescribed norms.
- (I) That for the disposal of ash generated by the answering Respondent, the answering Respondent has an agreement with Mr. Babu Khan S/o Sh. Usman R/o Jhabhrera, Latherdeva Hoon, Haridwar, Uttarakhand. Copy of the Agreement dated 01.04.2025 with Mr. Babu Khan S/o Sh. Usman for the disposal of fly ash is annexed as **Annexure: R5/E**.
- (J) That the answering Respondent has an agreement with M/s Suraj Plastic Company, Khasra No. 360, Manglore Road, Landhora, Haridwar, Uttarakhand for the disposal of plastic waste generated by the answering Respondent. Copy of the Agreement with M/s Suraj Plastic Company, Haridwar, Uttarakhand for the disposal of plastic waste generated is annexed as **Annexure: R5/F**.
- (K) That the answering Respondent is sending its ETP sludge (Primary & Biological sludge) to a contractor, namely, Siddique

Traders for making sun drying board. That the answering Respondent has an agreement with M/s K Nandni Refinery Pvt. Ltd., Bareilly (U.P.) for the disposal of used oil. Copy of the Agreement dated 01.04.2025 with M/s K Nandni Refinery Pvt. Ltd., Bareilly (U.P.) for the disposal of hazardous waste is annexed as **Annexure: R5/G**.

- (L) Submissions with respect to the “Key Issues” raised in the said Inspection Report dated 13.02.2025;
- (i) Actual ash generation (1.88 MT/day) is very lower than the estimated ash generation (3.64 MT/day): In this regard it is submitted that the answering Respondent is utilizing its good waste and bagasse as fuel in its boiler. That, therefore, this resulted in lower actual fly ash generation as compared to the estimated quantity. That the answering Respondent is duly maintaining the log book of the generated fly ash.
  - (ii) Actual production (114.84 MT/day) is marginally higher than the consented production (110 MT/day): In this regard it is submitted that the answering Respondent has consented production of 3300 MT/Month and the actual monthly production is less than the consented production limit.
  - (iii) 75% reduction in TDS is observed at ETP outlet, which indicates dilution with fresh water: In this regard it is submitted that there is no dilution with fresh water in the ETP outlet of the answering Respondent. That typically, TDS are considered to be inorganic in nature. That, however, in the case of pulp and paper mill effluents, particularly those from waste paper-based paper mills,

TDS is predominantly comprised of organic matter. That this is attributed to the slushing of waste paper in a hydra pulper, which results in the dissolution of organic constituents from the waste paper into the water. That after clarification through a Sedicell and Primary Clarifier, the effluent containing soluble organic pollution load (organic TDS) is treated in an aeration tank based on activated sludge process (ASP). In this process, microbes facilitate the degradation of organic TDS. That consequently, significant degradation of TDS in paper mill effluent is achievable through this treatment mechanism.

13. That from the afore-mentioned facts, it is clear that the answering Respondent is a compliant unit and is operating its unit with all the necessary permissions, licenses, Consent to Operate and/or No Objection Certificates (NOCs). That the answering Respondent is duly following all the directions /guidelines issued time & again by the statutory authorities and is following all the law which are necessary to operate the industry.

**PRAYERS:**

In the facts and circumstances as stated above, it is therefore, most respectfully prayed that this Hon'ble Tribunal may graciously be pleased to:

- (i) Dismiss the Original Application being O.A. No. 1243 of 2024 titled as "*Manu Rathi & Anr. Vs. State of Uttarakhand & Ors.*" filed by the Applicant in as far as it is related with the answering Respondent i.e. M/s Sagar Paper Mills (P) Ltd.;

Pass such other/further order(s) as this Hon'ble Tribunal may deem fit and proper in the facts & circumstances of the case.

THROUGH



ANUBHAV ANAND ARON, ABHINAV ANAND

(Advocates for the Respondent No.5)

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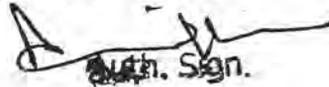
Email: abhinav.legal@gmail.com

Place: NEW DELHI  
Date: 22/09/2025

RESPONDENT NO.5



For Sagar Paper Mills Pvt. Ltd.



Auth. Sign.

S.R No. 421/25  
10.10 AM/PA

BEFORE THE NATIONAL GREEN TRIBUNAL,  
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(Original Application No. 1243 of 2024)

IN THE MATTER OF:

Manu Rathi & Anr.

..... Applicant

Versus

State of Uttarakhand & Ors.

..... Respondents



AFFIDAVIT

I, Anil Kumar aged about 65 years S/o Sh. Suganchand, director of M/s Sagar Paper Mills (P) Ltd, having its Unit at: Khasra No. - 223 & 225, 5<sup>th</sup> KM Stone Mangalore - Jhabrera Road, Latherdeva Hoon, Tehsil - Roorkee, District - Haridwar, Uttarakhand (the Respondent No.5 herein) do hereby solemnly affirm state as under:-

1. That I am the director of M/s Sagar Paper Mills (P) Ltd. (the Respondent No.5 herein) and I am well conversant with the facts of the case, as such I am competent to swear this affidavit.
2. That the accompanying Reply/Response has been drafted by my Counsel under my instruction and the content of the same have not been repeated herein for the sake of brevity and the same may kindly be read as part and parcel of the present Affidavit.
3. That I have read and understood the content of the accompanying Reply/Response and present Affidavit and the same are true and correct to my knowledge and nothing material has been concealed there from.

For Sagar Paper Mills Pvt. Ltd.

*[Signature]*  
DEPONENT Sign.

VERIFICATION:

Verified at Roorkee this day of 12/9/2025 that the contents of the above affidavit are true and correct to the best of my knowledge and belief. No part of it is false and nothing material has been concealed therefore.

For Sagar Paper Mills Pvt. Ltd.

*[Signature]*  
DEPONENT

**ATTESTED & VERIFIED**  
*[Signature]*  
**Rajendra Prashad Sharma**  
Advocate & Notary  
Roorkee, Distt. Haridwar (U.K.)  
Reg No -1857/2001

IDENTIFIED BY  
**VIVEK SHARMA**  
Advocate  
Civil Court, Roorkee  
Reg. No.-580/2009



**HEAD OFFICE**  
Uttarakhand Pollution Control Board  
"Gaura Devi Paryavaran Bhawan"  
46B, IT Park, Sahasradhara Road, Dehra Dun  
E-mail : msukpcb@yahoo.com, Phone No.-0135-2607092

Letter No: UKPCB/HO/Con/S-33/2023/ 450

Date: 22/07.2023

**REGD. POST**

To,

M/s Sagar Paper Mills Ltd.,  
Khasra No.-223, 225, 5<sup>th</sup> Km.  
Manglore-Jhabrera Road, Latherdeva Hoon,  
Tehsil - Roorkee, Distt - Haridwar.

Consolidated Consent to Operate and Authorisation hereinafter referred to as the CCA (Consolidated Consent & Authorization) under Section- 25 of the "Water (Prevention & Control of Pollution) Act., 1974" and under Section- 21 of the "Air (Prevention & Control of Pollution) Act, 1981" and Authorization under "Rule -6(2)" of the "Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016" notified under "Environment (Protection) Act, 1986" as applicable (to be referred hereinafter as Water Act, Air Act and HW Rules respectively).

CAF ID - 11232	Application no. 3809509
CCA (Renewal)	
Date :- 27.03.2023	

CCA is hereby granted to M/s Sagar Paper Mills Ltd located at Khasra No.-223, 225, 5<sup>th</sup> Km Manglore-Jhabrera Road, Latherdeva Hoon, Tehsil - Roorkee, Distt - Haridwar (Lat.- 29.799740<sup>o</sup>, Long.- 77.810743<sup>o</sup>) subject to the provisions of the Water Act, Air Act and Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 and the orders that may be made further and subject to following terms and conditions: -

1. This CCA is granted for the period upto 31/03/2028 from the date of issuance of this letter, under Section-25 of the "Water (Prevention & Control of Pollution) Act, 1974.
2. This CCA is granted for the period upto 31/03/2028 from the date of issuance of this letter, under Section-21 of the "Air (Prevention & Control of Pollution) Act, 1981.
3. This CCA is granted for the period upto 31/03/2028 from the date of issuance of this letter, under Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016" notified under "Environment (Protection) Act, 1986.
4. Production Capacity

S.No.	Declared by the unit		Permitted by State Board	
	Raw material per day	Final Products & By-products per month	Raw material per day	Final Products & By-products per month
I.	Waste Paper (4125 TPM)	Craft paper (3300 MT/Month)	Waste Paper (4125 TPM)	Craft Paper (3300 MT/Month)
II.	Rosin (10 TPM)		Rosin (10 TPM)	
III.	Alum (150 TPM)		Alum (150 TPM)	

*Handwritten signature*

## 5. Production Process Infrastructure

S. No	Details	Declared by the unit		Permitted by the Board
		Numbers	Usage / Process operation	
1.	Pulper	01	Pulping	Yes
2.	Hill screen	03	Thickening	Yes
3.	DAF/Fibre recovery system	01	Fibre Recovery	Yes
4.	Paper machine	01	Manufacturing of Craft Paper	Yes

- Unit shall obtain prior approval before making any modification in product/process/fuel/plant machinery, failing to which this consent would be deemed void.
- The unit shall inform SPCB and CPCB regarding shut down as well as resumption of manufacturing operations.
- The unit shall maintain record of daily production in tons per day in a log book duly signed daily by authorized signatory/competent authority.

## 6. Water Conservation Measures

## A. Fresh water consumption

- Categorization of existing groundwater area: Safe
- The unit shall obtain NOC of CGWA/SGWA (in case of use of river water, permission from irrigation department) before start of ground water (freshwater) extraction and shall strictly comply with the various conditions as mentioned in the CGWA/SGWA NOC/irrigation dept.
- Status of NOC from CGWA/SGWB: Applied
- If Granted: Number of NOC and Validity: - Applied renewal
- Details of Artificial recharge system/rain water harvesting unit (if any) installed with capacity
- Details of piezometer installed i.e., numbers with coordinates to be provided.
- This CCA is valid for details w.r.t fresh water as mentioned below:

	Declared by the Unit	Permitted by NOC issued by CGWA/Board
Source of fresh water	Borewell	Borewell
No. of borewell	02 (01 operational)	Borewell
Daily quantity of water to be abstracted	700 KLD	900 KLD

\*In case of units adopting Zero Liquid Discharge (ZLD), the unit shall withdraw the fresh water only to cater the losses in water accrued during industrial processes.

- The specific water consumption shall not exceed values mentioned below as per consented product type.

Category	Specific Water Consumption not to exceed
RCF and Market Pulp Based Paper Mills producing unbleached grades of papers and paperboards	<8KL per Ton of paper produced

- Unit shall install separate sealed, calibrated Electro Magnetic Flow meters with flow totalizer at all water abstraction sources, utilization lines- process, domestic and boiler.

10. The unit shall maintain record of daily fresh water consumption (initial reading & final reading) in a log book (in m<sup>3</sup>/day and m<sup>3</sup>/t paper) duly signed daily by authorized signatory/competent authority
11. Unit shall maintain separate logbooks for quantity of freshwater consumed in production section, boiler feed, domestics consumption and other points of utilization.
12. All the pipelines carrying fresh water/back water should be coloured as per protocol.
13. The unit shall install Piezometric well within the premises to monitor the level of ground water and shall analyse the quality of ground water annually.

**B. Trade effluent treatment and discharge:-**

1. This CCA is valid for the quantity of maximum daily trade effluent generation as mentioned below:

	Declared by the unit	Permitted
Maximum daily discharge of trade effluent	600 KLD	600 KLD Technology of ETP upto secondary/tertiary
Treatment facility	a. Capacity of ETP 1100KLD b. Technology of ETP upto secondary/Tertiary	a. Capacity of ETP 1100 KLD b. Technology of ETP upto secondary/Tertiary
Discharge/recycling/re-use point	Surface water bodies: 1. ETP (Lat.-29.798668 <sup>o</sup> , Long.-77.810014 <sup>o</sup> ) 2. Shila Nala (Lat.-29.799863 <sup>o</sup> , Long.-77.810773 <sup>o</sup> )	Surface water bodies: 1. ETP (Lat.-29.798668 <sup>o</sup> , Long.-77.810014 <sup>o</sup> ) 2. Shila Nala (Lat.-29.799863 <sup>o</sup> , Long.-77.810773 <sup>o</sup> )

2. The quantity of maximum specific trade effluent discharge shall be as specified below:

Category	Specific Trade Effluent Discharge, not to exceed
RCF and Market Pulp Based Paper Mills producing unbleached grades of papers and paperboards	<SKL per Ton of paper produced

3. The applicant shall operate Effluent Treatment Plant consisting of Primary, Secondary and tertiary treatment as is required with reference to influent quantity and quality.
4. The treated effluent shall be recycled to the maximum extent (at least 40%) in the process and the remaining treated effluent after achieving the norms as mentioned below shall be disposed off into the drain Shila Nala First order (Lat.-29.799863<sup>o</sup>, Long.-77.810773<sup>o</sup>).

Parameters	Norms for Agro based paper mill	Norms for RCF bleached pulp & paper mill	Norms for RCF unbleached grade paper
pH	6.5 – 8.5	6.5 – 8.5	6.5 – 8.5
TSS, mg/l	≤ 30	<30	<100
BOD, mg/l	≤ 20	< 20	< 30
COD, mg/l	≤ 200	< 150	< 250
TDS, mg/l	≤ 1800	< 1600	< 2100
Color, PCU	≤ 250	< 150	< 150
AOX, mg/l	≤ 8	-	-
SAR	≤ 10	<8	<8

\* In case of stoppage of functioning of ETP, production has to be stopped immediately and this Board has to be intimated by fax/phone/email with a report in this regard to be dispatched immediately.

5. Effluent Treatment Plant shall be stabilised prior to the resumption of manufacturing operations.
6. The unit shall install a flow meter with totalizer on the recycling pipe line from ETP and the flowmeter should be connected to State/CPCB Server.
7. Flow measuring devices should be provided for measurement of quantity of industrial effluent generated, industrial effluent recycled and industrial effluent discharged. Logbook for the same shall be maintained by unit.
8. The unit shall maintain daily record/log book of raw material (waste paper) consumption, chemical consumption (process & ETP separately), paper production, energy consumption (process & ETP separately).
9. Sampling points should be installed at ETP inlet, ETP outlet, and effluent recirculation lines and at other points as deemed necessary.
10. The unit shall install OCEMS at ETP outlet for the parameters flow, pH, TSS, BOD & COD and provide connectivity with CPCB and SPCB server as per the guidelines issued by CPCB.
11. The unit will ensure the continuous and uninterrupted data supply from the OCEMS to the CPCB and SPCB server and periodic calibration of OCEMS.
12. The unit shall have an adequate onsite environmental laboratory facility for qualitative analysis of different effluent stream and manpower for monitoring and recording TSS, TDS, COD & BOD & MLSS level in ETP inlet and outlet on daily basis.
13. The unit shall set up an Environment Management Cell within the unit as per the Charter.
14. The unit shall submit analysis report from the authorized laboratory for all parameters as mentioned for paper unit.
15. All flow meters should be calibrated annually from recognized institutions/vendors.
16. The unit shall prepare material balance and water balance report annually.
17. The unit shall submit its ETP Adequacy Assessment Report to the concerned State Pollution Board (SPCB).
18. The unit shall get its ETP performance evaluated by a third party annually.
19. The unit shall identify recipient drains/rivulets and their u/s & d/s location in consultation with SPCB and shall carry out monthly monitoring of identified recipient drains at u/s & d/s location through lab recognized under Environment (P) Act, 1986 and shall submit the analysis report on monthly basis to SPCB.

**C. Domestic effluent/Sewage treatment and discharge: -**

1. This CCA is valid for the quantity of maximum daily domestic effluent/sewage discharge as mentioned below:

	Declared by the unit	Permitted
Maximum daily discharge of sewage	05 KLD	05 KLD
Treatment facility	Septic Tank	Septic Tank
Discharge point	With ETP	Overflow of septic tank shall channelized to ETP

2. The domestic effluent should be treated in the sewage treatment plant so that it should be in conformity with the prescribed norms:

Parameter	Standard
pH	Not Applicable: Unit shall channelize overflow of the septic tank to ETP.
Biological Oxygen Demand (BOD) (mg/l)	
Total Suspended Solids (TSS) (mg/l)	
Nitrogen-Total (mg/l)	

Phosphate-Total (mg/l)	
Chemical Oxygen Demand (BOD) (mg/l)	
Faecal Coliform (MPN/100mL)	

3. Flow measuring devices should be provided for measurement of quantity of sewage generated, and sewage channelize to ETP. Logbook for the same shall be maintained by unit.
  4. Sampling points should be installed at inlet, and outlet, recirculation lines and at other points as deemed necessary.
  5. The unit shall maintain daily record/log book of sewage channelize to ETP and sludge generation and disposal, separately.
  6. Unit shall explore the possibility to recycle the treated used water shall be utilized in gardening, irrigation, industrial utility and toilet flushing to minimize the fresh water consumption up to 20 % per year.
  7. Separate arrangement should be made for collection of industrial and domestic effluent in closed water supply system.
6. **Cleaner Technology & Waste Minimization Practices:**

**Background:**

CPCB issued direction under Section 18(1)(b) of Water (Prevention & Control of Pollution) Act, 1974 to take appropriate measures in a time bound manner through preparation of individual action plans and implementation of cleaner technology options by the Pulp & Paper mills. To facilitate the Pulp & Paper mills, a Charter for 'Charter for Water Recycling and Pollution Prevention in Pulp & Paper Industries' was formulated.

Clean Technology measures mentioned hereunder are indicative of systems, processes and practices that are generally considered essential for achievement of the objectives of the Charter. However, individual unit may opt for technology actually required for implementation according to their requirement and circumstances like scale of operation, system configuration, products portfolio and raw materials etc.

Unit shall ensure implementation of the following cleaner technology options within four to six months from the date of issuance of this CCA:

- a. Biomethanation of High Pollution Load Stream (like Raw material washings in agro based pulp and paper mills as well as High COD back water stream in RCF based Kraft Paper Mills operating on ZLD)
  - b. Installation of Compressed Biogas System for converting raw biogas into compressed biogas to be used as fuel
  - c. Oxygen Delignification & ECF bleaching for agro & wood based pulp and paper mills
  - d. Use of jet aerators for improved biodegradation in aeration tank and increased DO level
  - e. Press Washers in Pulp Washing to optimize water consumption acceptable under charter
  - f. Sludge Drying Beds to be discontinued. Only sludge dewatering system, centrifuge etc
  - g. Appropriate plastic waste disposal system to be installed by RCF based pulp and paper mills
  - h. Closed loop fiber recovery and backwater system using poly disc filters or DAF (Dissolved Air Flootation) Units
7. **Environmental management system**
- i. Unit shall setup the environmental management cell including unit head, purchase/store manager, process operation head, ETP in charge to effectively monitoring of environmental compliance.

- ii. Unit shall setup the environmental laboratory for testing of minimum wastewater quality parameters like pH, TSS, BOD, COD, MLSS and DO, to effectively monitoring of ETP control parameters and ETP discharge norms.

#### 8. Air Pollution Mitigation

- i. The unit shall use following fuel and install air pollution control device (APCD) of adequate capacity to comply with following:

S. No.	Equipment	Fuel	Stack height (m)	Air Pollution Control Device (APCD)	Stack Emission standards
I.	Boiler (12TPH)	Baggasse/ Agro waste	30m	Multi cyclone dust collector, Natural draft, Wet scrubber, Settling chamber	Particulate Matter 250 mg/NM <sup>3</sup>

- ii. Operation and maintenance of APCS shall be done in such a way that the emission generated from stacks is always within prescribed norms of the Board.  
 iii. The unit shall ensure interlocking of air pollution control devices and production processes.  
 iv. The unit shall operate in a manner so that all emissions be emitted through designated chimney/stack only.

#### 9. Noise Pollution Mitigation:

- i. Noise from the D.G. Set and other source(s) should be controlled by providing an acoustic enclosure as is required for meeting the ambient noise standards for night and day time as prescribed for respective areas/zones (Industrial and Commercial) which are as follows: -

Standards for Noise level in db.(A) L <sub>eq</sub>			
Industrial Area		Commercial Area	
Day	Night	Day	Night
75	70	65	55

Day time: from 6.00 a.m. to 10.00 p.m., Night time: from 10.00 p.m. to 6.00 a.m.

- ii. The unit shall take adequate measures to control of noise from its own source so as to comply with the standards as may be applicable.  
 iii. The unit shall provide acoustics enclosure on DG sets as per Environment (Protection) Rules, 1986.  
 iv. The unit shall provide ports in the chimney/stack and facilities such as ladder, platform etc. as per requirement for monitoring the air emissions and the same shall be open for inspection and use at all time) by the Board's staff, the chimney/stack attached to various sources of emission shall be designated by number such as S-1, S-2 etc. and these shall be painted/ displayed to facilitate identification.
10. **Conditions under Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016: -**

1. Number of authorisation and date of issue :
2. Reference of application (No. and date) :
3. Director of M/s Sagar Paper Mills Pvt. Ltd. is hereby granted an authorisation based on the enclosed signed inspection report for generation, collection, storage, reuse, utilisation, disposal or any other use of hazardous or other wastes or both on the premises situated at Manglore-Jhabrera Road, Latherdeva Hoon, Tehsil-Roorkee, Distt- Haridwar.

## Details of Authorisation

S No.	Category of Hazardous Waste as per the Schedules I,II and III of these rules	Authorized mode of disposal or recycling or utilization or co-processing, etc.	Quantity (ton/annum)
I	Schedule 5.1 (Waste Oil & Lubricants)	Recyclable	0.500 MTA

4. The authorisation shall be valid for a period of 05 years.
5. The authorisation is subject to the following general and specific conditions
6. (Please specify any conditions that need to be imposed over and above general conditions, if any):

## General conditions of authorisation:

1. The authorised person shall comply with the provisions of the Environment (Protection) Act, 1986, and the rules made there under.
2. The authorisation or its renewal shall be produced for inspection at the request of an officer authorised by the State Pollution Control Board.
3. The person authorised shall not rent, lend, sell, transfer or otherwise transport the hazardous and other wastes except what is permitted through this authorisation.
4. Any unauthorised change in personnel, equipment or working conditions as mentioned in the application by the person authorised shall constitute a breach of his authorisation.
5. The person authorised shall implement Emergency Response Procedure (ERP) for which this authorisation is being granted considering all site specific possible scenarios such as spillages, leakages, fire etc. and their possible impacts and also carry out mock drill in this regard at regular interval of time;
6. The person authorised shall comply with the provisions outlined in the Central Pollution Control Board guidelines on "Implementing Liabilities for Environmental Damages due to Handling and Disposal of Hazardous Waste and Penalty"
7. It is the duty of the authorised person to take prior permission of the State Pollution Control Board to close down the facility.
8. The imported hazardous and other wastes shall be fully insured for transit as well as for any accidental occurrence and its clean-up operation.
9. The record of consumption and fate of the imported hazardous and other wastes shall be maintained.
11. The hazardous and other waste which gets generated during recycling or reuse or recovery or pre-processing or utilisation of imported hazardous or other wastes shall be treated and disposed of as per specific conditions of authorisation.
12. The importer or exporter shall bear the cost of import or export and mitigation of damages if any.
13. An application for the renewal of an authorisation shall be made as laid down under these Rules.
14. Any other conditions for compliance as per the Guidelines issued by the Ministry of Environment, Forest and Climate Change or Central Pollution Control Board from time to time.
15. Annual return shall be filed by June 30<sup>th</sup> for the period ensuring 31<sup>st</sup> March of the year.

## General Conditions:

1. The Board reserves the right to revoke/add/modify any stipulated condition issued along with CCA at any given time, as may be necessary.
2. In the event of issuance of Closure Direction by CPCB or SPCB to the unit, this CCA shall be deemed revoked during the closure period.

3. If the unit has been issued Show Cause Notice by CPCB or SPCB, compliance has to be achieved within 45 days by the unit. However, if not revoked within 45 days, the Show Cause Notice shall be considered as a Closure direction.
4. In case of non-functioning of ETP and/or STP, production has to be stopped immediately and this Board has to be intimated through a report to be dispatched by fax/phone/email immediately.
5. In case of stoppage of functioning of air pollution control equipment, production has to be stopped immediately and this Board has to be intimated by fax/phone/email with a report in this regard to be dispatched immediately.
6. This CCA is valid only for products and quantity mentioned in Para 2. Unit shall obtain prior approval before making any modification in product/ process/ fuel/ plant machinery failing which consent shall be deemed revoked.
7. Compulsory documents to be submitted by the Unit: -
  - (i) Annual return in Form-4 and Waste Disposal Manifest in Form-10 under Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016, and third party audit report.
  - (ii) Environment Statement in form - V of Environment (Protection) Rule, 1986.
  - (iii) Quarterly compliance report of the CCA, photograph of ETP/APCs/Waste Storage Area.
8. The unit shall submit Latest copy of Audited Balance Sheet/C.A. Certificate (Fixed Assets+ Current Assets- Current Liabilities) of the unit at the end of each financial year so the Consent fee payable by the unit may be verified.
9. The unit shall submit Quarterly compliance report of the CCA, photograph of ETP/APCs/Waste Storage Area, Quarterly analysis reports of the samples of effluent, emission, hazardous wastes and ETP sludge from NABL accredited and EPA recognized laboratory.
10. The unit shall inform in advance to SPCB/take prior permission of the SPCB to close manufacturing/production.
11. The unit shall submit calibration certificate of OCEMS at least once in a year to SPCB.
12. The unit shall strictly comply with conditions of this CCA and submit compliance report of stipulated conditions within 30 days of receipt of this CCA. If, at any point of time, it is found that the unit is not complying with stipulated conditions or any further direction/instruction issued by the Board, legal action shall be initiated against the unit under the provisions of Water Act, Air Act and Environment (Protection) Act and Rules made thereunder.
13. If unit is found temporary closed (for the last 24 hour) during inspection and prior intimation of closure is not given by the unit, revocation of the CCA will be initiated as per the law.
14. The unit shall apply before the 60 days of expiry of CCA or any change in production types/production capacity/manufacturing process/capacity enhancement/ outlet for the discharge of effluent or gases emission or sewage waste from the unit etc. or any change in effluent discharge point or emission point.
15. In case of occurrence of an accident, complete details on form must be sent to State Pollution Control Board at the earliest along with details of mitigative and remedial measures taken.
16. The unit shall provide ports in the chimney/stack and facilities such as ladder, platform etc. as per requirement for monitoring the air emissions and the same shall be open for inspection and use at all time) by the Board's staff, the chimney/stack attached to various sources of emission shall be designated by number such as S-1, S-2 etc. and these shall be painted/ displayed to facilitate identification.
17. The modification or installation in the existing pollution control equipments should be done only by prior approval of Board.

18. The unit will have to deposit the revised fee whenever it is notified.
19. Unit is covered under GPI and situated in the catchment area of River Ganges. Hence during Maghmela, unit shall immediately comply with the directions issued by the Board related to operation or temporary closure of the unit.
20. Unit shall abide by the directions/ guidelines given by Hon'ble Courts, MoEF&CC and CPCB/SPCB for protection and safe guard of environment from time to time.
21. Unit shall comply the conditions of Consent to establish (CTE) issued by Board.
22. The unit shall develop plantation of tall trees of suitable species on minimum 33% of the land on which the unit is established.
23. Whenever due to any accident or other unforeseen act or event, such emission occurs or is apprehended to occur in excess of standards laid down, such information shall be reported to the Board's offices and all other concerned offices. In case of failure of pollution control equipment, the production process connected to it shall be stopped with immediate effect.
24. The person authorized shall implement Emergency Response Procedure (ERP) for which this CCA is being granted considering all site specific possible scenarios such as spillages, leakages, fire etc. and their possible impacts and also carry out mock drill in this regard at regular interval of time.
25. The authorized agency shall ensure that on-line data with regard to quantity and nature of hazardous chemicals being handled in the plant, including waste water and air emission and solid hazardous waste generated within the factory premises is displayed on Display Board of size 6x4 feet outside the main factory gate within premises.
26. The unit shall maintain and provide "Inspection Book" at the time of inspection to the Board's officials.
27. The unit shall provide uninterrupted accessibility to the STP's/ETP's inlet and outlet points, Air Pollution Control equipment and stack for smooth sampling/monitoring of pollution control measures.
28. The unit shall maintain good house-keeping. All valves/pipes/sewer/drains etc. must be leak-proof.

This consent is being issued with the permission of competent authority.

  
(S.K. Pattnaik)  
Member Secretary

Copy to: Regional Officer, Uttrakhand Pollution Control Board, Roorkee for information and compliance of the same.

  
Member Secretary

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ANNEXURE: R5/B

21

# **TECHNICAL REPORT**

ON

**Adequacy of Existing Effluent Treatment Plant for  
Treatment of Effluent to be Generated from  
Proposed Capacity Expansion i.e. 120 tpd Kraft  
Paper using Waste Paper**

AT

**Sagar Paper Mills Pvt. limited  
5<sup>th</sup> Km Mangalore-Jhabrera Road, Lather Deva Hunn  
Hardwar (U.K.)**

Prepared By



**Central Pulp & Paper Research Institute  
Saharanpur**

December 2016

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## 1.0 BACKGROUND OF THE MILL

Sagar Paper Mills Pvt. Ltd is a waste paper based paper mill located at 5<sup>th</sup> Km , Mangalore – Jhabrera Road , Lather Deva Hunn, District Hardwar, Uttarakhand At present the mill is manufacturing 80 tpd kraft paper from indigenous waste paper. The mill has single paper machine along with facilities for process of waste paper as indicated in Fig .1:

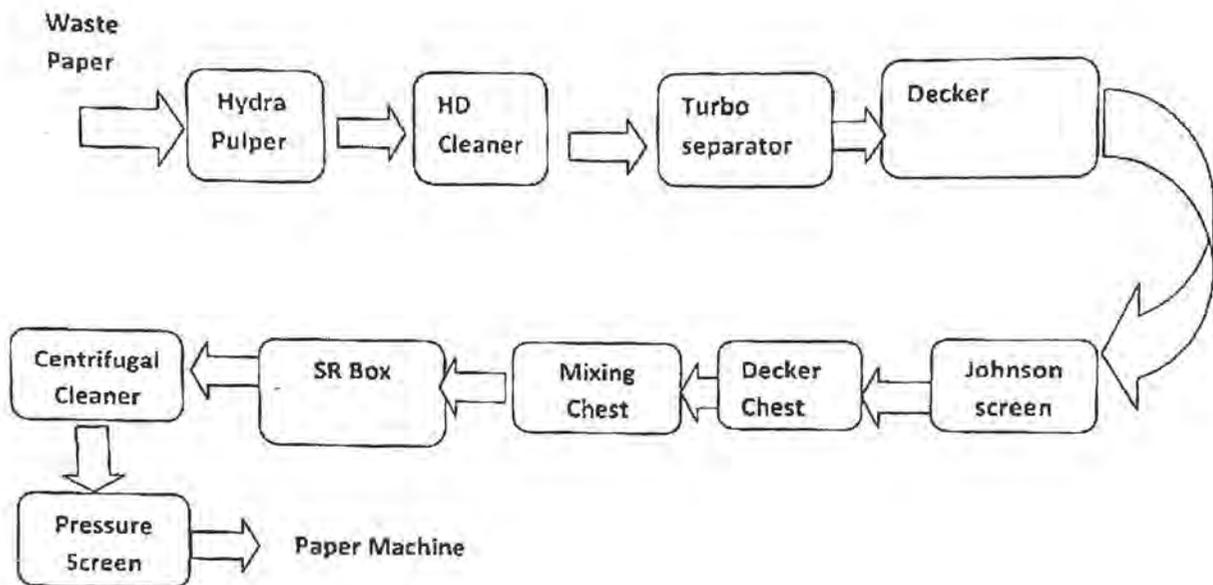


Fig.1: Process Flow Chart of Sagar Paper Mills Pvt. Ltd, Uttarakhand

## 2.0 PROPOSED PRODUCTION CAPACITY EXPANSION

The mill proposes to expand production capacity from existing 80 tpd to 120 tpd kraft paper. The additional proposed capacity expansion will also be met only through waste paper. As per mill submission the proposed capacity expansion will be achieved through modifications in the existing paper machine itself.

*de*

### 3.0 OBJECTIVE OF THE REPORT

The aim of the present report is to assess the adequacy of existing ETP for treatment of effluent to be generated from proposed capacity expansion from 80 to 120 tpd kraft using waste paper to meet the discharge norms under CPCB charter for Water Recycling and Pollution Prevention in Pulp & Paper Industries in Ganga River Basin.

Sr. No.	Parameter	Discharge Norms
1.	Waste Water Volume, m <sup>3</sup> /t	6.0
2.	TSS, mg/l	< 30
3.	COD, mg/l	< 150
4.	BOD, mg/l	< 20
5.	Colour, PCU	< 150

### 4.0 FRESH WATER USAGE

In the mill, the fresh water is basically ground water which is used mainly in showers on paper machine for cleaning and washing of wire & felt, pulp washer, boiler, sealing & cooling etc. The expected fresh water consumption at proposed production capacity of 120 tpd is given below:

Details	Fresh Water Consumption	
	@ 80 tpd (Existing)	@ 120 tpd (After Proposed Expansion)
Pulp Mill, m <sup>3</sup> /d	Nil	Nil
Paper Machine, m <sup>3</sup> /d	540	750
Boiler, m <sup>3</sup> /d	35	75
Cooling & Sealing, m <sup>3</sup> /d	-	
Miscellaneous, m <sup>3</sup> /day	10	10

Total	Water	Consumption	
	m <sup>3</sup> /day	585	835
	m <sup>3</sup> /t <sub>paper</sub>	7.3	7.0

### 5.0 EXPECTED WASTE WATER CHARACTERISTICS

The characteristics of effluent generated from existing 80 tpd kraft paper and from proposed production capacity expansion i.e. 120 tpd kraft paper are given below:

Parameter	At Existing 80 TPD Kraft Paper Production	At Proposed 120 TPD Kraft Paper Production
Effluent Volume, m <sup>3</sup> /d	400	700
pH	6.0	5.5 - 8.5
T.S.S., mg/l	310	315
COD, mg/l	2600	2680
BOD, mg/l	1127	1150

### 6.0 EXISTING EFFLUENT TREATMENT PLANT

The effluent treatment system is based on conventional activated sludge process. As indicated in Fig. 2 the combined effluent from equalization tank is clarified in a Primary Clarifier followed by biological treatment in Aeration tank provided with diffused aeration system with two blowers of total 40 HP capacity to maintain the dissolved oxygen level required for proper metabolic activity of microbial culture. In aeration tanks, the essential nutrients in the form of Urea & DAP (BOD : N : P - 100 : 5 : 1) are added for facilitating the growth of microorganisms.

Post aeration, the waste water is clarified in a **Secondary Clarifier** followed by tertiary treatment through **Dual Media Filter**. A part of treated effluent is reused in pulp mill and the rest is discharged into the local drain.

While a part of secondary sludge is re-circulated back into aeration tanks and the rest is disposed off along with the underflow of primary clarifier after dewatering through filter press. The mill has online monitoring system and dedicated ETP lab for monitoring of pollution parameters.

### 7.0 ETP ADEQUACY ASSESSMENT

\*As per charter norms of Waste Water Discharge for kraft paper based mills : 6 m<sup>3</sup> / t paper

Design Criteria for ETP Adequacy Evaluation :

Proposed Capacity , tpd	120
Fresh Water Consumption , m <sup>3</sup> /day	835
Volume of Waste Water Discharged , m <sup>3</sup> / day	700* ( 29 m <sup>3</sup> /hr)
Characteristics of Combined Effluent	
pH	6.5-8.5
TSS, mg/l	315 ( 208 kg/d)
COD, mg/l	2680 (1770 kg/d)
BOD, mg/l	1150 (805 kg/d)

- Clarifier – SOR - < 20 m<sup>3</sup>/m<sup>2</sup>.d,
- Suspended solids – in overflow - < 200 mg/l.,
- Aeration Process – VLR – 0.50 – 0.65 kg BOD/m<sup>3</sup>.d.,
- MLSS – 3000 - 3500 mg/l
- Oxygen required – 1.5 – 2.0 kg/kg BOD

dea

## ETP Adequacy Assessment

S.No	ETP units	Specifications	Remarks
i)	Hill Screen	--	Advised for installation of effective fiber recovery system
ii)	Equalization Tank	Capacity - 100 m <sup>3</sup> Retention Time - 3.5hr	Adequate Advised for air mixing system
iii)	Primary Clarifier	Capacity - 225 m <sup>3</sup> Surface Area - 63.6 m <sup>2</sup> Retention time- 8.0 hr SOR - 11 m <sup>3</sup> /m <sup>2</sup> .d	Adequate to handle the effluent volume generated after proposed capacity expansion
iv)	Aeration Tank Effluent flow- 875 m <sup>3</sup> / day - 36 m <sup>3</sup> /hr BOD Load ~ 644 kg/ d = 27 kg/hr	Capacity - 1,100 m <sup>3</sup> Retention time : 33 hr VLR - 0.58 kg BOD/m <sup>3</sup> /d O <sub>2</sub> required - 54 kg/hr O <sub>2</sub> available - 120 kg/hr (02 x 40 HP blowers)	Adequate to handle the expected effluent volume & BOD generated after proposed capacity expansion
v)	Secondary Clarifier	Capacity - 275 m <sup>3</sup> Surface area - 78.6 m <sup>2</sup> Retention time- 8.33 hrs SOR - 10.17 m <sup>3</sup> /m <sup>2</sup> .d	Adequate to handle the effluent volume generated after proposed capacity expansion.
vi)	Tertiary treatment : Multi Grade Sand Filter (01 No.)	Capacity: 60 m <sup>3</sup> / hr	Adequate Advised to install one additional Multi Grade Filter
vii)	Sludge drying Beds (04 Nos.)	Total Capacity : 360 m <sup>3</sup>	Adequate -Suggested to install mechanical system for dewatering of ETP sludge.
viii)	Online monitoring system	-	Installed

## 5.0 OPERATION & MAINTENANCE OF ETP

To achieve the designed performance from ETP, it is necessary to operate it under optimum conditions so as to meet the environmental discharge standards. Following are the suggested measures the mill should adopt for proper and optimum performance of ETP:

- ETP Operation as per designed specification
- Stable effluent flow and quality to avoid shock load.
- Ensure regular addition of nutrients like urea & Di-ammonium phosphate in the aeration tank (BOD : N : P = 100 : 5 : 1) to ensure proper microbial growth and MLSS concentration 2500-3500 mg/l
- Maintain desired level of DO in the aeration tank (1-2 mg/l).
- Periodic & timely withdrawal of settled sludge from the clarifiers as well as optimum recirculation / wastage of secondary sludge
- Proper maintenance of electric motors and pumps etc.
- Use of coagulant & effective settling of suspended solids in primary clarifier.
- Regular monitoring of ETP through analysis of pollutional parameters at frequency / schedule mentioned as under.
- Regular calibration of on-line flow meter

Parameters	Frequency of analysis
pH	Daily
Suspended Solids	Daily
Total Dissolved Solids	Daily
COD	Weekly
BOD	Fortnightly

*aka*

**8.0 REMARKS**

Based on information provided by mill and the expected pollution load assessed, the existing ETP consisting Hill screen, Equalization tank, Primary Clarifier, Aeration Tank, Secondary Clarifier, MGF (01) and sludge drying beds (4) and details given in text (Fig I) after addition of one extra MGF or PSF as stand by and mechanical sludge dewatering system will be adequate to treat the expected effluent volume & BOD load to be generated from proposed capacity of 120 tpd kraft paper from waste paper to meet the standards as per CPCB charter provided that ETP operates under optimum conditions.

*Note: - This report is based on the technical information provided by the mill and analysis of primary clarifier sample provided by the mill and cannot be deemed to be a certificate for any legal implications.*

*Dr. S. Panwar*  
15/12/16

**Dr. S. Panwar**  
Sc. G & Head  
Environmental Management Division  
Central Pulp & Paper Research Institute  
Saharanpur-247001 (U.P.)





Open Channel Flow Meter

24-04-01 12:15:54  
LH: 0.109m 0010  
QV: 019.869m³/s  
Σ: 001.5501.15m

Exit

Up

Down

Menu  
Save

31

424

CONTROLLER		13 May 2024		12
Values: location				
01	8.20	pH	31.3 °C	
02	12.2 m3/h	FLOW	6.19 mA	
03	9.5 mg/l	TSS	60.7 #	
04	85.1 mg/l	DO	14.7 #	
05	7.7 mg/l	ORP	141.3 #	

M C S ESC

Item No. 15

Court No. 1

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

Appeal No.36/2025  
(IA No.333/2025)

Sagar Paper Mills Pvt. Ltd.

Appellant

Versus

Central Ground Water Authority of India

Respondent

Date of hearing: 11.08.2025

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

Appellant: Mr. Anubhav Anand Aron & Mr. Abhinav Anand, Advs. for Appellant  
Respondent: Mr. Gigi. C. George, Adv. for CGWA (Through VC)

**ORDER**

1. Tribunal by order dated 15.05.2025 had issued notice in the appeal and IA keeping the question of maintainability of appeal open.
2. Reply on behalf of respondent no.1 has been filed.
3. Learned Counsel for Respondent no.1 seeks permission to file the additional reply.
4. Since, question of maintainability of the appeal has been kept open, therefore, parties are permitted to advance argument on the question of maintainability on the next date of hearing.
5. List on 06.10.2025.

Prakash Shrivastava, CP

Arun Kumar Tyagi, JM

Dr. A. Senthil Vel, EM

August 11, 2025  
JG.

427  
ANNEXURE: R5/E

34

CIN : U21042UP2004PTC028299

01332-224111(F)  
9719412655 (F)  
9719412654 (M)  
9719412653 (M)



# SAGAR PAPER MILLS PVT. LIMITED

Manufacturers of : PAPER & BOARD

Ref. No. ....

Dated.....

## AGREEMENT

This Agreement made on this 01st Day of April 2025 at Haridwar

BETWEEN

Mr. Babu Khan S/o Shri Chaman Lal, Lather Deva Hoon, Distt. Haridwar – First Party.

AND

M/s Sagar Paper Mills Pvt. Ltd., 5th Km., Manglor-Jhabrera Road, Vill. Lather Deva Hoon, Distt. Haridwar (U.K.) - Second Party

Whereas the second party is manufacturing Kraft unit had a 12 MT. Boiler which generated Ash during the manufacturing & appoint the first party to Lift & remove the Boiler ash from the factory with following terms & conditions.

1. That first Party will be Lift the Total Boiler Ash from the factory on the regular basis as agreed between them.
2. That first party will be bear the all cost such as man power & transportation cost etc.
3. That This Agreement will be valid from 01.04.2025 to 31.03.2026.

This Agreement is signed on this 01.04.2025 at Lather Deva Hoon, Distt. Haridwar.

बाबु खान  
Mr. BABU KHAN  
(FIRST PARTY)

For Sagar Paper Mills Pvt. Ltd.  
Sagar Paper Mills Pvt. Ltd.  
(SECOND PARTY) Auth. Sign.



ar Sir,

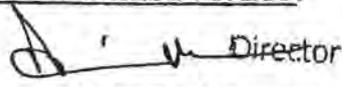
We are Suraj Plastic Company leading provider of Plastic Waste Recycler services, that is Industrial waste.

**SAGAR PAPER MILLS PVT. LTD. (Second Party)** will pay the agreement charges to **SURAJ PLASTIC COMPANY. (First Party)** for Used & Waste Plastic Treatment & Disposing by **SURAJ PLASTIC COMPANY.** and collect the Used & Wastes Plastic as per **SAGAR PAPER MILLS PVT. LTD. (Second Party)** dispose of schedule, that according to Uttarakhand Environment Protection & Pollution Control Board Norms, that manifest certificate Form and End Use issue against the Material, which is store by **SAGAR PAPER MILLS PVT. LTD. (Second Party)** and That dispose of agreement for One Year and that is chargeable Agreement Between **SAGAR PAPER MILLS PVT. LTD. & SURAJ PLASTIC COMPANY.** and some instruction given below.

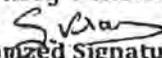
- **SAGAR PAPER MILLS PVT. LTD. (Second Party)** shall be arranging the Facility for loading material plastic wastes.
- As per contract Plastic Waste Qty should be 15 to 20 tons/Per Month.
- That Plastic Waste agreement Charges 220,000 /Per year Cheque No. 002039 Ex GST paid by **SAGAR PAPER MILLS PVT. LTD.**
- **SURAJ PLASTIC COMPANY.** material dispose off against of UKPCB & CPCB norms which is against of authorization and dispose off receipt which is provided by facility that against of material Qty.
- That Waste material Agreement charges payment term within 7 days.
- That agreement effected from 1<sup>st</sup> Apr 2025 and that valid till 31<sup>st</sup> Mar 2026.
- That all legal activity will follow the all Safety & Security rules according to **UKPCB & CPCB** norms.
- **SAGAR PAPER MILLS PVT. LTD.** breaks the Plastic Waste Agreement so they will inform before one week by the Notice and they will provide the reason for that concern person of **SURAJ PLASTIC COMPANY.**

For Sagar Paper Mills Pvt. Ltd

1. **SAGAR PAPER MILLS PVT. LTD.**

  
Director  
Authorized Signature

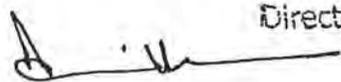
2. **SURAJ PLASTIC COMPANY.**

M/s Suraj Plastic Co.  
  
Authorized Signature  
Prop.

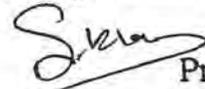
Details of 2<sup>nd</sup> Party

1)	Name and Address of the Organization	:	<b>M/s SAGAR PAPER MILLS PVT. LTD.</b> <b>Khasra No. 223, 225 – 5<sup>th</sup> Manglor</b> <b>Jhabreera Road Latherdeva Hunn</b> <b>HARIDWAR,UTTARAKHAND, 247656</b>
2)	Telephone No.	:	9719412653
3)	Name, Phone No. & E-mail of Key Person for Contact	:	ANIL TAYAGI papermills@rediffmail.com
4)	Registered Office Address	:	<b>Khasra No. 223, 225 – 5<sup>th</sup> Manglor</b> <b>Jhabreera Road Latherdeva Hunn</b> <b>HARIDWAR,UTTARAKHAND, 247656</b>
5)	Address for Raising Invoice	:	<b>Khasra No. 223, 225 – 5<sup>th</sup> Manglor</b> <b>Jhabreera Road Latherdeva Hunn</b> <b>HARIDWAR,UTTARAKHAND, 247656</b>
6)	Nature of Business	:	Manufacturing of Craft Paper
7)	Scale of Industry	:	Medium
(Please provide applicable details as under)			
1)	PAN NO. (*)	:	AAICS7071C
2)	GST NO. (*)	:	05AAICS7071C1ZH

For Sagar Paper Mills Pvt. Ltd.


 Director

M/s Suraj Plastic Co.

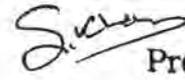

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Details of 2<sup>nd</sup> Party

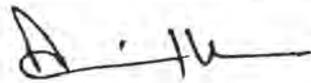
1)	Name and Address of the Organization	:	SURAJ PLASTIC COMPANY KHASRA NO.-360, MANGLORE LANDHORA ROAD TEHSIL ROORKE , DISTT.-HARIDWAR (U.K.)
2)	Telephone No.	:	7017815846, 8445561846
3)	Name, Phone No. & E-mail of Key Person for Contact	:	Shahrakuh Khan surajplasticwastemanagementco.@gmail.com
4)	Registered Office Address	:	KHASRA NO.-360, MANGLORE LANDHORA ROAD TEHSIL ROORKE , DISTT.-HARIDWAR (U.K.)
5)	Address for Raising Invoice	:	KHASRA NO.-360, MANGLORE LANDHORA ROAD TEHSIL ROORKE , DISTT.-HARIDWAR (U.K.)
6)	Nature of Business	:	Recycle of Plastic Waste
7)	Scale of Industry	:	Small
(Please provide applicable details as under)			
1)	PAN NO. (*)	:	DHKPK0069R
2)	GST NO. (*)	:	05DHKPK0069R2ZR

For Sagar Paper Mills Pvt. Ltd.

M/s Suraj Plastic Co.

Director

  
Prop.



432 ENFORCE: R5/G

39



सत्यमेव जयते



IN-UK89267187318169X

INDIA NON JUDICIAL SARVESH KUMAR RASTOGI

E-Stamp Vender, UK-1208304

Tehsil Sitarganj (U.S. Nagar) Ur

Government of Uttarakhand

e-Stamp

Certificate No. : IN-UK89267187318169X  
Certificate Issued Date : 30-Apr-2025 02:05 PM  
Account Reference : NONACC (SV)/ uk1208304/ SITARGANJ/ UK-UN  
Unique Doc. Reference : SUBIN-UKUK120830485926046680681X  
Purchased by : K NANDINI REFINERY PVT LTD BAREILLY  
Description of Document : Article 5 Agreement or Memorandum of an agreement  
Property Description : NA  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : K NANDINI REFINERY PVT LTD BAREILLY  
Second Party : NA  
Stamp Duty Paid By : K NANDINI REFINERY PVT LTD BAREILLY  
Stamp Duty Amount(Rs.) : 10  
(Ten only)



Please write or type below this line

AGREEMENT

This Agreement made on this 01<sup>st</sup> Day of April 2025 at Haridwar, Uttarakhand

BETWEEN

M/s K. Nandini Refinery Pvt. Ltd., a company registered under the Partnership Act 1956, that made on 2013, having registered office at Plot No. 433, Pega Nagri, Urg Nagaria Bhagat, The. - Meeraganj, Mini Bypass Road, Bareilly U.P.-243003.

For Sagari Paper Mills Pvt. Ltd.

Auth. Sign.

K.Nandini Refinery Pvt. Ltd.  
Page 1

Authorized Signatory

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shellestamp.com' or using a Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate
3. In case of any discrepancy please inform the Competent Authority

And with engineered common facility at Plot No. 433, Pega Nagri, Urg Nagaria Bhagat, The. – Meeraganj, Mini Bypass Road, Bareilly U.P.-243003., duly authorized by the Uttar Pradesh Pollution Control Board and having another authorization from Uttarakhand Pollution Control Board.

Uttar Pradesh Control Board provided treat & store and dispose of hazardous waste Used Oil & Waste Oil and Empty Hazardous Barrels at site 6/1, Hetamdandi, Amaria, Pilibhit, Uttar Pradesh 262121, Uttarakhand Environment & Pollution Control Board provided collection and transportation authorization under the Environment Protection Act, 1986 (For short the 'Act') and the hazardous and other waste (Management, Handling & Trans Boundary Movement) rules 2016, as amended from time to time, represented by its Director/Partner, as the case may be hereinafter called as "FIRST PART" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and includes its successors, nominees and assigns of the Second Part.

AND

**M/s Sagar Paper Mills Pvt Ltd** having its office &, manufacturing unit 5KM MANGLORE JHABERERA ROAD, VILL - LATHERDEVA HUN HARIDWAR, UTTARAKHAND hereinafter called as "**SECOND PART**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and includes its successors, nominees and assigns of the First Part.

Whereas the Second part is engaged in manufacturing industry and that process/activities different types of wastes including hazardous waste are generated as per annexure to this agreement.

And whereas the second part desires that the hazardous waste, being generated at its production unit mentioned above, to be lifted, transported, treated, stored and disposed of by utilizing the services of First Part, as per the pollution control board authorization (list of hazardous wastes and their tentative quantity which would be generated at the Second Part's plant located as above mentioned is enclosed herewith marked in annexure).

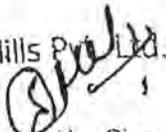
And whereas the First Part has represented and assured the Second Part that its facilities in Kanpur/Pilibhit are duly authorized by the concerned state pollution control boards and further capable of handling the hazardous waste generated at the second part's premises.

And whereas the Second part has agreed to avail the services of First part for treating the hazardous wastes of its above mentioned named facilities.

**Now, therefore, those present witnessed and it is hereby declared and agreed by and between the parties as follows:**

1. The scope of the services to be provided by the First Part is limited to lift, transport, treat, store and dispose of hazardous waste of Second Part as the guidelines prescribed by Pollution control board or Second Part can also send HW to First part's plant directly at its own cost.
2. First Part on receipt of written information from Second Part will plan and schedule lifting logistics of the hazardous waste from the premises of Second Part within 7 (Seven) working days of receipt of such

For Sagar Paper Mills Pvt Ltd.

  
Auth. Sign.

K.Nandini Refinery Pvt. Ltd.

  
Authorised Signatory

information. Second Part shall ensure that hazardous waste must be packed in proper & leak proof bags or polythene bags or containers for safe transportation.

3. First Part shall at all times comply with all the provisions of hazardous waste (Management Handling & Tranboundary Movement) rules 2016, as amended from time to time framed by MoEF/CPCB.

4. First Part shall indemnify and keep indemnified Second Part from all losses, damages and third party claims after taking out HW from the premises of the Second Part in case of non-compliance of statutory norms on the part of First Part.

5. Second part shall keep ready the hazardous waste as per the mandate given to First part for collection, as it is a common facility catering to diverse wastes.

First Part shall follow Ministry of Environment & Forest, Central Pollution Control Board and State Pollution Control Board guidelines, future amendments and latest disposal technologies.

6. Second Part shall ensure that the above hazardous waste must be packed in proper containers/bags so as to prevent any damage/spillage of the material during transit to First Part's factory. Containers/bags arranged by the Second Part shall be of Metallic/PVC/Leak proof bags and kept at the storage place under cover. **Containers/bags weight will also be added in the weight of the material and these are not on returnable basis.**

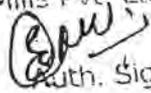
7. First Part will provide labor and special material handling equipments free of cost to lift and load the containers at the Second Part's premises, in the vehicles for the transportation.

8. Second Part has mandatory obligations to provide the entire process detail which leads to generation of hazardous waste and its tentative quantity per month or year to First part for the purpose of determining the waste characteristics and to decide parameters for comprehensive analysis and process for disposal. However it is specifically agreed between the parties that the process details provided by Second Part shall be kept confidential and the First part shall not disclose it to any third party without the First part's prior written consent. This clause shall survive termination for a period of **two years** after the determination of this agreement for any reason whatsoever.

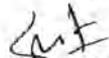
9. If Second Part provides any false information/declarations or withholds information in relation to the provisions of hazardous waste rules and / or E-waste rules any time during the term of this agreement, all charges of hazardous waste during transportation, handling, treatment and disposal including post disposal period shall remain vested at the responsibility of Second Part.

10. Second Part shall make the payment for waste management service to First Part and vice-versa as per the user charges and other terms and conditions as per the payment terms outlined in annexure.

11. Second part is responsible to segregate/store/accumulate/fill/load the hazardous waste in the container provided by the Second part in a neat and proper manner and so also. The container area should be accessible to First Part's vehicle, to come and lift the waste. The transporter / First part reserves the right to reject lifting of hazardous waste spilled over the ground and container whose exteriors are spoiled by hazardous waste spillage due to leakage.

For Sagai Paper Mills Pvt. Ltd.  
  
 Auth. Sign.

K.Nandini Refinery Pvt. Ltd.  
 Page 3

  
 Authorised Signatory

12. If First Part's vehicle is sent back without giving the hazardous waste even after being requisitioned by Second Part the second part will have to pay actual transport charges payable to First Part for a minimum load of 5-9 MT.

13. Second part at all times comply with all the provisions of the acts and rules from time to time in force and the guidelines issued from time to time regarding handling of waste involving the collection, storage, transportation and delivery thereof and shall without prejudice to the generality of the foregoing, also comply with all environmental protection laws, safety laws and regulation from time to time in force and the rules, regulations and notifications made or issued there under from time to time. In the event of the Second Part committing any breach of the terms of this clause of agreement, Second part shall indemnify and keep indemnified First Part from and against all claims, payments, costs and actions of whatsoever nature brought against or sustained or incurred by First Part arising from or as a result of such breach committed by Second Part in that behalf subject to the same being proved.

14. Each Part shall indemnify and keep indemnified the other part at all times from and against all actions, suits, proceedings, claims, third party claims, costs, payments and expenses of whatsoever nature made or suffered or incurred by other part whether by reason of or by virtue of non-performance or non-observance or noncompliance by either part of any terms and conditions of this agreement or of the act, the rules and the guidelines.

**IT IS HEREBY FURTHER AGREED BY AND BETWEEN THE PARTIES AS UNDER**

15. This Agreement is valid from the date of signing of this agreement and upto 30<sup>th</sup> April 2026.

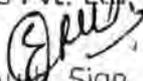
16. If all the terms and conditions as per the clauses of this agreement are adhered to by second part, it will be First Part's responsibility to lift, transport, treat and dispose of the hazardous wastes generated by second part in accordance with prevailing Govt. rules and second part shall not have any liability whatsoever in this regard.

17. Second Part shall exclusively use First part's services during the period of this contract to dispose all generated hazardous waste at agreed prices, while the agreement is in force. First Part must legally and safely, treat, dispose hazardous waste of second part during the agreed period as per the rate agreed while this contract is in force and payments made as per agreement terms.

18. The main mode of final disposal of HW shall be incineration / land filling and ash would be cemented and land filled. The mode of disposal is dependent on the hazardous wastes characteristics and second part shall not have any liability whatsoever in this regard.

19. The user charges are subject to annual revision on the basis of Govt. of India wholesale Price Index (WPI), Commodities Index – All India and once a quarter in the event of escalation of fuel costs and on major price escalations, escalation of fuel cost viz. power tariff, change in disposal technologies/method, wages hike etc. to name a few, for the purpose of escalation in fuel cost 30% of freight rate will be considered as fuel element of the cost.

For Sagar Paper Mills Pvt. Ltd.

  
Auth. Sign.

K.Nandini Refinery Pvt. Ltd.

Page 4

  
Authorised Signatory

20. First Part reserves the right to cancel this agreement if Second Part fails/refuses to pay the bills/dues as per the payment terms applicable to the second part as mentioned in annexure.

A notice period of maximum 15 days will be allowed from the date of submission of invoice. If Second part fails to pay in settlement of the Invoice, Second part shall be liable to pay interest @ 20% per annum.

21. Hazardous wastes that require other alternate destruction technologies shall be handled at first part's facility. However the prices for such treatment technologies shall be determined on a case to case basis on their characteristics.

22. This agreement shall be deemed to represent the entire agreement between the parties hereto regarding the subject matter hereof and shall supersede, cancel and replace any and all prior agreements or arrangements, if any, in this behalf, signed/entered into by and between the parties hereto.

23. This agreement is on principal to principal basis and nothing contained herein shall be deemed to constitute a partnership, joint venture or agency by and between the parties hereto.

24. This agreement may be modified or amended only by writing, duly executed by or on behalf of the parties hereto.

25. Any terms and conditions of this agreement may be waived at any time by the party that is entitled to the benefit thereof. Such waiver must be in writing and must be executed by an authorized officer of such party. A waiver on one occasion will not be deemed to be a waiver of the same kind on another occasion or for any other breach or non-fulfillment on a future occasion.

26. If any provision of this agreement is held to be illegal, invalid or unenforceable under any present or future law, such provision shall be deemed terminable and the remaining parts and provisions of this agreement shall remain in full force and effect.

27. Either part shall have the right to terminate this agreement upon giving 30 days written notice to the other part with a reasonable cause.

28. It is clearly and expressly understood by and between the parties that the activity of lifting, transportation, treatment, storage and disposal of hazardous wastes is an independent contract and it does not come within the purview of the Second Part's manufacturing and selling activities.

It is also clearly understood and confirmed by and between the parties that this agreement is for performance of work and not for supply of labour.

29. Nothing contained in these terms and conditions shall be construed as creating any relationship either direct or indirect of employer and employee between the Second part and the persons engaged by First Part. The second part shall have no liability towards such persons and such persons will not have any claim whatsoever against the Second part for salary, wages, provident fund, gratuity, retrenchment compensation or any other compensation for accident or death or any other claim whatsoever.

For Sagai Paper Mills Pvt. Ltd.

  
Auth. Sign.

K.Nandini Refinery Pvt. Ltd.

  
Authorized Signatory

30. Any dispute arising out of any clause or clauses of this agreement and the contents of the annexure hereto between Second Part and First Part shall be referred to an Arbitrator of repute by second part. The arbitration shall be conducted in accordance with the provisions of the arbitration and conciliation act, 1996 with amendment thereof. The arbitration proceedings shall be conducted in English and shall take place at Uttar Pradesh, India. The arbitral award, including interim awards, if any, shall be final and binding upon both parties.

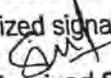
This agreement is signed on this 01<sup>st</sup> Day of April 2025 at Haridwar - Uttarakhand

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**M/s K. Nandini Refinery Pvt Ltd.**

**Nandini Refinery Pvt. Ltd.**

By its authorized signatory

  
Authorized Signatory  
(First Part)

**M/s Sagar Paper Mills Pvt Ltd**

For Sagar Paper Mills Pvt. Ltd.

  
Auth. Sign.

By its authorized signatory

(Second Part)

ANNEXURE

45

Waste Management & Handling Service Charges

This annexure is in conjunction with agreement signed between FIRST PART and SECOND PART on Date 01<sup>st</sup> of April, 2025

Category – Recycling / Re-refining

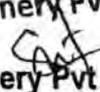
Second Part will have to pay the following charges for the waste material collection & Disposal to First Part.

SR#	Particulars	Rates	Period	Remarks
1-	Hazardous Waste Disposal	12500.00	One Year	Form 10 Issue against of Waste
	<b>GST 18%</b>	2250.00		
	<b>Total</b>	<b>14750.00</b>		

TERMS & CONDITIONS

- ✓ That Agreement effected from 01<sup>st</sup> April 2025 and that valid till 31<sup>st</sup> March 2026.
- ✓ If Used Oil Disposal Qty is 3 Barrel (630 Litter) so that **M/s K.Nandini Refinery Pvt Ltd** paid charges for same , which is 3500/Per Barrel Ex GST 18%.
- ✓ If material less then so that dispose off FOC Basis, along with agreement charges
- ✓ That agreement concern of Dispose off Hazardous Used Oil / Waste Oil.
- ✓ After treatment of hazardous waste material FIRST PART will issue a recycling manifest (Form 10) to SECOND PART within 7 business days
- ✓ Material will be disposed of as per the CBPC & SPCB norms of every 90 days scheduled.
- ✓ After recycling/refining FIRST PART disposes of the residue and sludge to their TSDF named M/s Ramky Enviro, Kanpur (U.P.) as a lifetime membership agreement

**Important: We shall soon obtain/embark the authorization in LAND FILLING AND INCINERATION.**

K.Nandini Refinery Pvt. Ltd.  
  
 K. Nandini Refinery Pvt Ltd.  
 Authorised Signatory

(First Part)

For Sagar Paper Mills Pvt. Ltd.  
  
 Auth. Sign.  
 M/s Sagar Paper Mills Pvt Ltd

(Second Part)

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

(Original Application No. 1243 of 2024)

**IN THE MATTER OF:**

**Manu Rathi & Anr.**

..... Applicant

**Versus**

**State of Uttarakhand & Ors.**

..... Respondents

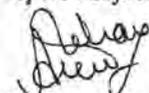
KNOW ALL to whom these presents shall come that I, Anil Kumar aged about 65 years S/o Sh. Suganchand, director of M/s Sagar Paper Mills (P) Ltd. having its Unit at: Khasra No. - 223 & 225, 5<sup>th</sup> KM Stone Mangalore - Jhabra Road, Latherdeva Hoon, Tehsil - Roorkee, District - Haridwar, Uttarakhand (the Respondent No.5 herein) do hereby appoint:-

**ANUBHAV ANAND ARON, ABHINAV ANAND (Advocates)**  
A-901, Apex Golf Avenue, Sector-1, Greater Noida West, U.P. - 201 306  
**Mob:** 9811764256; 9582416270; **E-mail:** abhinav.legal@gmail.com

**(Hereinafter called the Advocate) to be my/our Advocate in the above noted case authorize him:-**

- To act, appear and plead in the above noted case in this Tribunal/Court or in any other Tribunal/Court in which the same may be tried or heard and also in the appellate Court including the High Court subject to payment of fees separately for each Court by me/us.
- To sign, file, verify and present pleadings, appeals cross-objections or petitions for execution review, revision, withdraw, compromise or other petitions or affidavits or other documents as may be deemed necessary or proper for the prosecution of the said case in all its stages subject to payment of fees for each stage.
- To file and take back documents, to admit and/or deny the documents of the opposite party.
- To withdraw or compromise the said case or submit to arbitration any differences or disputes that may arise touching or in any manner relating to the said case.
- To take execution proceedings.
- The deposit, draw and receive money, cheques, cash and grant receipts hereof and to do all other acts and things which may be necessary to be done for the progress and in the course of the prosecution of the said case.
- To appoint and instruct any other Legal Practitioner authorizing him to exercise the power and authority hereby conferred upon the Advocate whenever he may think fit to do so and 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 court on all hearings and will inform the Advocate for appearance when the case is called.
- And I/We undersigned do hereby agree not to hold the advocate or his substitute responsible for the result of the said case. The adjournment costs whenever ordered by the Court shall be of the Advocate, which he shall receive and retain for himself.
- And I/We undersigned do hereby agree that in the event of the whole or part of the fee agreed by me/us to be paid to the Advocate remaining unpaid he shall be entitled to withdraw from the prosecution of the said case until the same is paid up. The fee settled is only for the above case and above Court. I/We hereby agree that once the fees are paid, I/We will not be entitled for the refund of the same in any case whatsoever and if the case prolongs for more than 3 years the original fee shall be paid again by me/us.

**IN WITNESS WHEREOF** I/we do hereunto set my/our hand to these presents the contents of which have been understood by me/us on this 23 day of September 2025.  
Accepted subject to the terms of the fees

  
  
**ANUBHAV ANAND ARON & ABHINAV ANAND**  
 (D/1848/2003) (D/762/2007)  
 (Advocates)

For Sagar Paper Mills (P) Ltd.  
  
 Client



---

**Reply filed by Respondent no. No.5**

1 message

**Kaushal Sharma** <kaushal90.legal@gmail.com>

Tue, 23 Sept, 2025 at 4:44 pm

To: officevivekgupta@gmail.com &lt;officevivekgupta@gmail.com&gt;, mpr@doiuk.org &lt;mpr@doiuk.org&gt;, msukpcb@yahoo.com, secy-moef@nic.in

Sir,

Kindly find the Pdf copy of Responce filed by M/S Sagar paper mills Pvt ltd. In O.A no.1243/2024.

Regards

Kaushal Sharma

C/O Abhinav Anand Advocate.

**Manu Rathi & Anr.-4.pdf**

3.9 MB