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Office of the Municipal Council Poonch

The Consultant (Judicial),
Hon'ble National Green Tribunal,
New Delhi.

No. MCP/2025/ 891-95

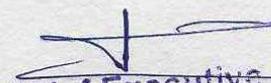
dated: 14.08.2025

Subject: - Action taken report in the matter of O.A. No. 253 of 2023 titled Raja Muzaffar Bhat Vs Union Territory of Jammu & Kashmir & Ors.

Respected Sir,

In compliance to Hon'ble National Green Tribunal Order dated April 17, 2025 passed in O.A. No. 253 of 2024 titled Raja Muzaffar Bhat Vs Union Territory of Jammu & Kashmir & Ors. In this connection kindly find enclosed herewith the compliance report pertaining to Municipal Council Poonch for kind perusal.

Yours faithfully,


Chief Executive Officer,
Municipal Council,
Poonch

Copy to the:-

1. Deputy Commissioner Poonch for kind information.
2. Director Urban Local Bodies Jammu for kind information.
3. Divisional Officer, J&K PCC for favour of information.
4. Office record file.

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL PRINCIPAL
BENCH, NEW DELHI

Original application No. 253/2023

Raja Muzafar Bhat

Applicant

Versus

Union Territory of Jammu and Kashmir & Ors

Respondent

In the matter of: Compliance Report/Statement of facts in pursuance of order dated 17-04-2025 on behalf of Respondent No. 06 i.e. Chief Executive Officer, Municipal Council, Poonch.

May it please your lordships:

The answering respondent most humbly and respectfully submits as under:

1. At the outset the answering respondent humbly submits that they are law abiding citizen and holds the orders passed by the Hon'ble Courts/National Green Tribunal in high regards and esteem. The answering respondent has upheld the majesty of law throughout his service career and have great regards for the orders/directions of the Hon'ble Courts/Tribunal. In case by any act of the answering respondent whether inadvertently or otherwise, if any annoyance is caused to the Hon'ble Tribunal, the answering respondent unconditionally apologizes for the same and places himself at the mercy of the Hon'ble Tribunal.
2. That the answering respondent always believed it to be his bounden duty to implement the directions issued by the Hon'ble Courts/Tribunal in its letter and spirit and can never think of violating the same, directly or indirectly.
3. That in compliance with the Solid Waste Management Rules, 2016, and in accordance with the directions of the Hon'ble National Green Tribunal (NGT), various steps have been undertaken by the Municipal Council Poonch to ensure scientific processing and disposal of Municipal Solid Waste, including legacy waste lying by the side of the river.
4. That the work for Biomining of legacy waste was awarded to M/s We VOIS Lab Private Limited, Jaipur, Rajasthan. A total of 15,000 Metric Tons (MT) of legacy waste was awarded to the said agency, and the entire quantity has been scientifically processed and remediated as per norms.
5. That it is submitted that by virtue of order dated 17.4.2025, directions were issued to the answering respondent to clear the entire legacy waste by 31.08.2025 and also for providing clear details with supporting material in respect of 100 percent treatment of daily generated waste.
6. That in compliance to the aforesaid directions passed by the Hon'ble National Green Tribunal, it is submitted that for the remaining legacy waste, vide this office letter No. MC/P/2025/212 dated 22.04.2025, M/s Inderpreet Singh Soodan was requested to conduct the accurate survey for the pending legacy waste and submit the report


Chief Executive Officer
Municipal Council
Poonch

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in this regard who has conducted the survey and the total pending quantity of legacy waste is approximately 9825.3357 MT and the said report stands submitted to Director Urban Local Bodies, Jammu vide letter No. MC/P/25/860 dated 05.08.2025 for further course of action at his level. Further, due to the urgency involved in the matter this office vide No. MC/P/2025/890 dated 08.08.2025 requested Director Urban Local Bodies, Jammu to kindly float the tender for pending legacy waste at an earliest. The Copies aforesaid letters are enclosed herewith and marked as **Annexures- I, II, & III** respectively.

7. That it is submitted that regarding 100 percent treatment of daily generated waste, the work on the site of Material Recovery Facility has already been commenced and leveling and construction of boundary walls has been completed. The photographs of the same are enclosed herewith and marked as **Annexure IV**.
8. That Municipal Council Poonch is collecting 10 TPD of waste which mainly comprises of Dry and Wet waste; the same is being transported and processed on a daily basis. Municipal Council Poonch works with the strategy of segregation at source along with rag pickers and Scrape dealers. 35-40% of the recyclable dry waste was collected by the registered rag pickers and scrape dealers, and the remaining dry waste is processed at the MRF Centre Surankote, Plastic waste Management Unit at Jhullas Poonch. Wet waste is processed at the windrow established at Shankar Nagar, and the remaining wet waste is processed at the compost pit established at Kuniyan Lower, Mangnar Lower, Julas Lower, Banwat Gundi having capacity of 0.5 TPD having MoU with Rural Development Department. The copies of the MoU's are enclosed herewith and marked as **Annexure-V**.

Further, Bio Medical Waste Management: the bio medical waste from Raja Sukhdev Singh District Hospital Poonch, clinics, medical shops, etc operating within the municipal limit, having an MoU with M/S Anmol Health Care, Samba J&K, for collection, transportation, treatment, and disposal of bio medical waste generated by the health care establishments. No biomedical waste is collected by Municipal Council Poonch. (copies of the same are enclosed herewith an marked as **Annexure-VI**).

That with regard to the Preventive measures for Monsoon, it is submitted that waste alongside the river has been lifted. Waste collection drives along the river side and plantation drives have also been conducted to improve the environment and prevent any risk of contamination of river water before the onset of monsoon. The photographs of the site are enclosed herewith and marked as **Annexure-VII**.

9. That it is pertinent to mention here that the delay in construction of Material Recovery Facility was neither deliberate nor intentional but due to the extraordinary and unavoidable circumstances arising from "**Operation Sindoor**," wherein District Poonch was the epicentre of intense Pakistani shelling across the Line of Control. This hostile activity caused widespread disruption, serious threats to civilian safety, and damage to public infrastructure, severely impairing the normal functioning of the Municipal Council Poonch. Notwithstanding these disruptions, the answering respondent has remained steadfast in ensuring that the directions of the Hon'ble Tribunal are fully implemented at the earliest possible time.

10. That it is submitted that since the Contour survey has been completed and the remaining bioremediation work is targeted to be completed by December 2025, subject to smooth tendering process and timely allotment of work to the selected agency.


Chief Executive Officer
Municipal Council
Poonch

- 481
11. That it is not out of place to submit here that Municipal Council Poonch is aware of its statutory duties under various laws and in this regard, the matter with respect to allotment of suitable land for construction of solid waste management plant has been taken since 2016., Initially land measuring 15 Kanals and 02 Marlas was allotted for the said facility at Village Degwar (JEEPHEAD). However, the project was not materialized due to resentment of local populous. Thereafter, vide order No. 05-LS/DIVCOM(J) of 2019 dated 01.08.2019 another piece of land falling under Khasra No. 371 measuring 47 Kanals situated at Village Kossallian was allotted to this office for the said facility and the same was not again materialized due to pending Court case/resentment of adjoining population. Subsequently the matter was again taken up with the District Administration for allotment of suitable land free from all encumbrances to this office for construction of solid waste management plant. Accordingly, vide order No. 14 of 2023 dated 08.09.2023 land measuring 09 Kanals falling under Khasra No. 146/1 situated at Village Kanuyian was allotted in favour of Municipal Council Poonch and the same was not materialized due to resentment of adjoining people and project remains in limbo. Now a fresh chunk of land has been allotted to Municipal Council Poonch over which work is in progress. The copies of the allotment orders are enclosed herewith and marked as **Annexure-VIII, IX & X** respectively.
 12. That it is worthwhile to mention here in that JKPCC vide No. JKPCC/2024 dated 22-05-2024 has imposed Environmental Compensation to the tune of Rs.162.09 lacs on Municipal Council Poonch for violation of Solid Waste Management Rules, 2016, however it is submitted that the said Environmental Compensation was imposed on Municipal Council Poonch in spite of having no fault of this Council but due to the reasons/unavoidable circumstances mentioned herein above. Moreover the said Environmental Compensation pertains to that period in which the matter with regard to the land was under active consideration of Revenue Department.
 13. That the Municipal Council Poonch has paid Environmental Compensation to the tune of Rs.25.00 lacs out of the 162.09 lacs and for the release of remaining amount, the matter has been taken up with the Directorate of Urban Local Bodies, Jammu vide letter No. MC/P/2025/835-37 dated 28-07-2025. Copy of the same is enclosed herewith and marked as **Annexure-XI**.
 14. That the Municipal Council Poonch is a small Civic Body with limited resources & operating in a border Town having total population of 26854 as per Census 2011. The Municipal Council Poonch is not in a position to pay the entire amount of Environmental Compensation especially in view of the fact that Municipal Council Poonch has taken pro active steps regarding Solid Waste Management since 2016.
 15. That the Municipal Council Poonch remains committed to ensuring sustainable, scientific, and complaint solid waste management practices and continues to coordinate with relevant agencies to fulfill its obligations.
An affidavit in support of Compliance Report/Statement of facts is annexed herewith.

In the Premises:-

It is therefore most respectfully prayed that keeping in view the submissions made herein above, and those to be urged at the time of hearing the Hon'ble National Green Tribunal may in the facts and circumstances of the case be pleased:-

Executive Officer
Municipal Council
Poonch

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- a). To accept the compliance report/Statement of facts and grant reasonable extension time for construction of Material Recovery Facility.
 - b). To waive off the Environmental Compensation levied upon the Municipal Council Poonch or at least remit the said Compensation to reasonable amount keeping in view of the limited resources of the Council.
 - c). To dismiss the original application filed against the respondent so as to advance the cause of substantial justice.
 - d). Or any other relief which this Hon'ble Tribunal may deem fit in the interest of justice.

Respondent


**Chief Executive Officer
Municipal Council
Poonch**

Place: Poonch

Dated:

Verification:-

Verified by Shakeel Ahmed, JKAS aged about 47 years Chief Executive Officer, (Additional Charge) Municipal Council Poonch do hereby verify that the contents of Paragraphs 1 to 16 are true to my personal knowledge and nothing material has been concealed there from.

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL PRINCIPAL
BENCH, NEW DELHI**

Original application No. 253/2023

Raja Muzafar Bhat

Applicant

Versus

Union Territory of Jammu and Kashmir & Ors

Respondent

In the matter of: -

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**Chief Executive Officer
Municipal Council
Poonch**

Place: Poonch

Dated: 14-08-2025.

Annexure - I

Quantity of Legacy Waste At MC Poonch			
Chainage	CUT	AVG-CUT	CUT-QTY
0	12	0	0
20	65	38	769
40	81	73	1465
60	97	89	1785
80	109	103	2061
100	110	110	2191
120	125	118	2355
140	76	101	2011
147	48	62	463
		Cu.M.	13100
		MT	9825.3357

M/s Indarpreet Singh Soedan/Contractor

Indarpreet Singh
Proprietor

485 (Email:- eopoonch-jk@nic.in)

The Director,
Urban Local Bodies,
Jammu.

Annexure - II

Subject: Submission of Contour Survey Report – Legacy Waste
Dumpsite at Poonch.

Sir,

In reference to letter No. DULBJ/2025/3499 dated 29.07.2025 regarding submission of contour survey report of legacy waste dumpsites, it is hereby informed that the Municipal Council Poonch has completed the contour survey of the identified legacy waste dumpsite within its jurisdiction.

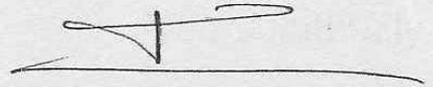
As per the survey, the total quantity of legacy waste is approximately 9825.3357 Metric Tones (MT).

The detailed report submitted by M/s Inderpreet Singh, Approved Valuator, Government Contractor & Consultant, Near Greater Kailash, Jammu, is enclosed herewith for your kind perusal and necessary information.

No. MC/P/25/860

Dtd. 05-08-2025

Yours faithfully,



Chief Executive Officer,
Municipal Council Poonch

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OFFICE OF THE MUNICIPAL COUNCIL POONCH
(Email:- eopoonch-jk@nic.in)

The Director,
Urban Local Bodies,
Jammu.

Subject: Request for Floating of Tender for Clearance of pending Legacy Waste – In Reference to Contour Survey Report

Sir,

In continuation to this office letter No. MC/P/2025/860 dated 05.08.2025 regarding submission of contour survey report of the identified legacy waste dumpsite, it is submitted that as per the said survey, the total quantity of legacy waste is approximately 9825.3357 Metric Tonnes (MT).

The Hon'ble National Green Tribunal (NGT) has taken serious note of the clearance of pending legacy waste and has emphasized time-bound disposal in accordance with the Solid Waste Management Rules.

Therefore, it is requested to kindly float the tender for bio-remediation and disposal of the identified legacy waste at the earliest.

No. MC/P/2025/890

Dt. 08-08-2025

Yours faithfully,


Chief Executive Officer,
Municipal Council Poonch



GPS Map
Camera Lite

456, Shanker Nagar Road, near Masjid Saad Shankar, Poonch, 185101

Latitude
33.76024687°

Longitude
74.09090211°

Local 10:48:06 AM
GMT 05:18:06 AM

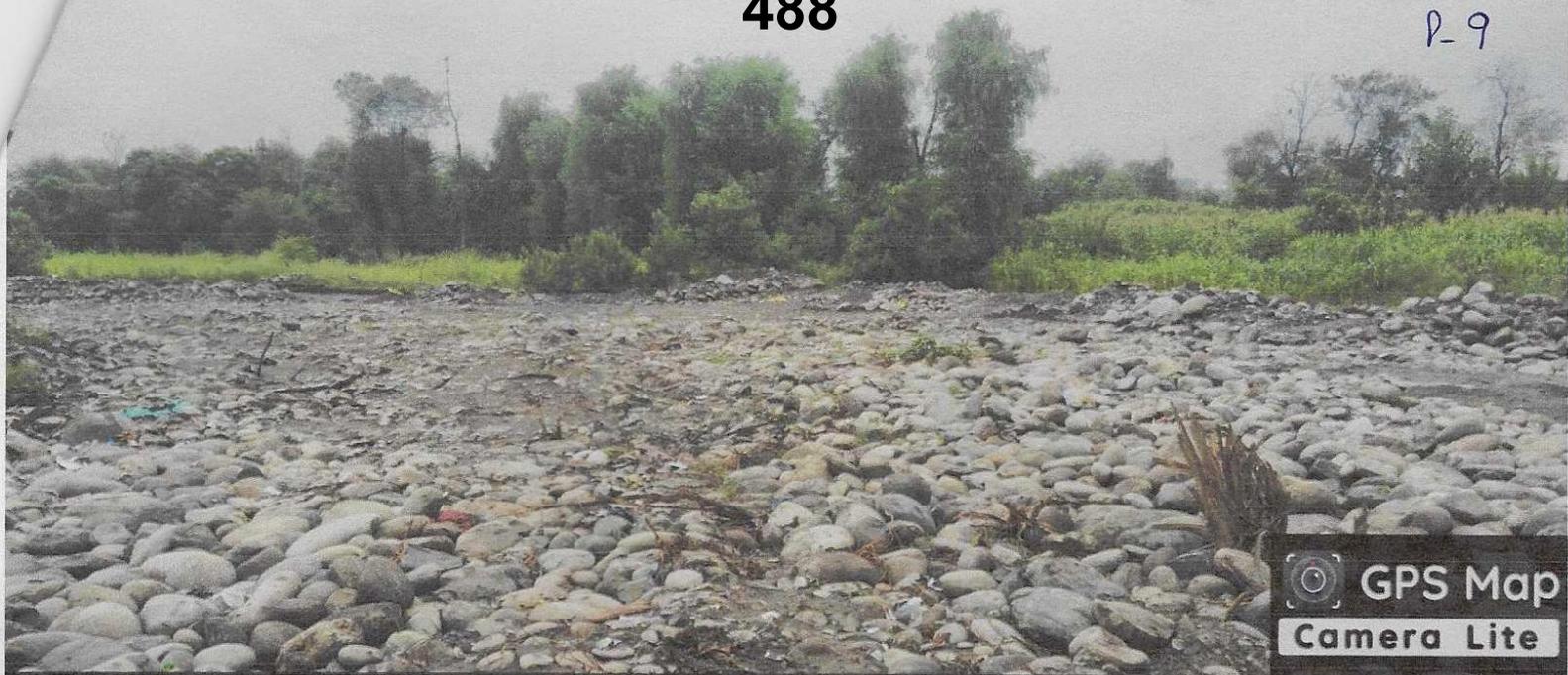
Altitude 969 meters
Wednesday, 13.08.2025

Note : MRF site for labeling/boundary walls

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Anomala IV

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GPS Map
Camera Lite

456, Shanker Nagar Road, near Masjid Saad Shankar, Poonch, 185101

Latitude
33.7601737°

Longitude
74.09150993°

Local 10:47:15 AM
GMT 05:17:15 AM

Altitude 969 meters
Wednesday, 13.08.2025

Note : MRF site for labeling/boundary walls



GPS Map
Camera Lite

456, Shanker Nagar Road, near Masjid Saad Shankar, Poonch, 185101

Latitude
33.76024844°

Longitude
74.09089783°

Local 10:48:09 AM
GMT 05:18:09 AM

Altitude 969 meters
Wednesday, 13.08.2025

Note : MRF site for labeling/boundary walls

Urban Local Bodies & Rural Development Department**MEMORANDUM OF UNDERSTANDING****Chief Executive Officer, Municipal Council Poonch****And****Block Development Officer, Poonch****For Use of Plastic Waste Management Unit and Compost Pits for Solid Waste Processing**

This Memorandum of Understanding (MoU) is made and entered into on this [Date] by and between:

1. **Municipal Council Poonch**, a local government body established under the [Relevant Act/Law], having its office at Near Court Complex, Poonch (hereinafter referred to as the "ULB", which expression shall, unless repugnant to the context, include its successors and assigns);

2. **Block Development Officer, Poonch**, representing the Rural Development Department, Government of Jammu & Kashmir, having its office at Kanuiya Poonch, Poonch (hereinafter referred to as the "Rural Department", which expression shall, unless repugnant to the context, include its successors and assigns).

ULB and Rural Department shall hereinafter be collectively referred to as the "Parties", and individually as "Party."

WHEREAS:

1. The **ULB** is responsible for collection and management of municipal solid waste, including plastic and biodegradable waste, within its jurisdiction.
2. The **Rural Department** has established infrastructure including a **Plastic Waste Management Unit and Compost Pits** under various rural schemes, which are currently functional or available for use.
3. The **ULB** intends to utilize these facilities for scientific processing and management of collected solid waste, and the **Rural Department** is willing to allow usage of these assets for promoting environmental sustainability.

NOW, THEREFORE, in consideration of the mutual covenants and understandings, the Parties agree as follows:

1. Objective

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Annexure V

To establish a collaborative framework for the use of Plastic Waste Unit and Compost Pits by Municipal Council Poonch for processing its solid waste in an eco-friendly and sustainable manner.

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2. Responsibilities of Municipal Council Poonch

2.1. ULB shall collect, segregate, and transport plastic and biodegradable waste to the designated facility/units.

2.2. ULB shall ensure that only appropriate and pre-segregated waste is delivered for processing.

2.3. ULB shall provide manpower, logistics, and any operational support required for smooth functioning.

2.4. ULB shall bear the operational cost (if any) mutually agreed upon for maintenance or repairs.

2.5. ULB shall maintain proper records of quantity of waste processed through these facilities.

3. Responsibilities of Rural Department (BDO Office)

3.1. Rural Department shall permit ULB to use the Plastic Waste Unit and Compost Pits located in Kanuiya Poonch.

3.2. Rural Department shall allow access to the site during designated hours and ensure facility readiness

3.3. Rural Department shall monitor the use of assets to ensure compliance with usage terms.

3.4. Any major repairs or infrastructure development shall be undertaken with mutual consultation.

4. Joint Collaboration

4.1. Both parties may collaborate for awareness campaigns, community participation, and innovation in waste management.

4.2. Joint reporting and performance reviews shall be conducted on a quarterly basis.

4.3. Either party may propose enhancement or extension of the facility for better service delivery.

5. Duration and Termination

- 5.1. This MoU shall remain valid for a period (till completion of MRF & Composting units of MC Poonch)
- 5.2. Either party may terminate this MoU with 30 days' prior written notice.
- 5.3. On termination, both parties shall ensure peaceful handover and closure of ongoing activities.

6. Dispute Resolution

Any dispute arising out of or in connection with this MoU shall first be resolved through mutual discussions. If unresolved, it shall be referred to the Deputy Commissioner, Poonch, whose decision shall be final and binding.

7. Miscellaneous

- 7.1. This MoU constitutes the entire agreement and supersedes any prior oral or written understanding.
- 7.2. Any changes must be made in writing and signed by both parties.
- 7.3. This MoU shall be governed by the laws of the Union Territory of Jammu & Kashmir.

8. Signatories

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding on the day and year first above written.


 For Municipal Council Poonch
 Name: _____
 Designation: Chief Executive Officer
 Signature: _____
 Date: 25-07-25


 For Block Development Office, Poonch
 Name: _____
 Designation: Block Development Officer
 Signature: _____
 Date: 25-07-25

Urban Local Bodies & Rural Development Department

MEMORANDUM OF UNDERSTANDING

Chief Executive Officer, Municipal Council Poonch

And

Block Development Officer, Sathra**For Use of Plastic Waste Management Unit and Compost Pits for Solid Waste Processing**

This Memorandum of Understanding (MoU) is made and entered into on this [Date] by and between:

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2. **Block Development Officer, Poonch**, representing the Rural Development Department, Government of Jammu & Kashmir, having its office at Sathra, Poonch (hereinafter referred to as the "Rural Department", which expression shall, unless repugnant to the context, include its successors and assigns).

ULB and Rural Department shall hereinafter be collectively referred to as the "**Parties**", and individually as "**Party**."

WHEREAS:

1. The **ULB** is responsible for collection and management of municipal solid waste, including plastic and biodegradable waste, within its jurisdiction.
2. The **Rural Department** has established infrastructure including a **Plastic Waste Management Unit and Compost Pits** under various rural schemes, which are currently functional or available for use.
3. The **ULB** intends to utilize these facilities for scientific processing and management of collected solid waste, and the **Rural Department** is willing to allow usage of these assets for promoting environmental sustainability.

NOW, THEREFORE, in consideration of the mutual covenants and understandings, the Parties agree as follows:

1. Objective

To establish a collaborative framework for the use of **Plastic Waste Unit and Compost Pits** by Municipal Council Poonch for processing its solid waste in an eco-friendly and sustainable manner.

2. Responsibilities of Municipal Council Poonch

2.1. ULB shall collect, segregate, and transport **plastic and biodegradable waste** to the designated facility/units.

2.2. ULB shall ensure that only appropriate and pre-segregated waste is delivered for processing.

2.3. ULB shall provide manpower, logistics, and any operational support required for smooth functioning.

2.4. ULB shall bear the operational cost (if any) mutually agreed upon for maintenance or repairs.

2.5. ULB shall maintain proper records of quantity of waste processed through these facilities.

3. Responsibilities of Rural Department (BDO Office)

3.1. Rural Department shall permit ULB to use the **Plastic Waste Unit and Compost Pits** located in Sathra.

3.2. Rural Department shall allow access to the site during designated hours and ensure facility readiness

3.3. Rural Department shall monitor the use of assets to ensure compliance with usage terms.

3.4. Any major repairs or infrastructure development shall be undertaken with mutual consultation.

4. Joint Collaboration

4.1. Both parties may collaborate for awareness campaigns, community participation, and innovation in waste management.

4.2. Joint reporting and performance reviews shall be conducted on a quarterly basis.

4.3. Either party may propose enhancement or extension of the facility for better service delivery.

5. Duration and Termination

- 5.1. This MoU shall remain valid for a period (till completion of MRF & Composting units of MC Poonch)
- 5.2. Either party may terminate this MoU with **30 days' prior written notice**.
- 5.3. On termination, both parties shall ensure peaceful handover and closure of ongoing activities.

6. Dispute Resolution

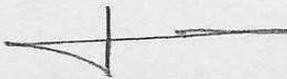
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- 7.3. This MoU shall be governed by the laws of the **Union Territory of Jammu & Kashmir**.

8. Signatories

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding on the day and year first above written.



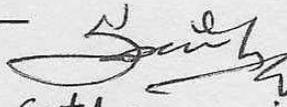
For Municipal Council Poonch

Name:

Designation: Chief Executive Officer

Signature: _____

Date: 02-08-25



For Block Development Office, Sathra

Name:

Designation: Block Development Officer

Signature: _____

Date: 02-08-25

Urban Local Bodies & Rural Development Department

MEMORANDUM OF UNDERSTANDING

Chief Executive Officer, Municipal Council Poonch

And

Block Development Officer, NSSB

For Use of Plastic Waste Management Unit and Compost Pits for Solid Waste Processing

This Memorandum of Understanding (MoU) is made and entered into on this [Date] by and between:

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2. **Block Development Officer, Poonch**, representing the Rural Development Department, Government of Jammu & Kashmir, having its office at NSSB, Poonch (hereinafter referred to as the "Rural Department", which expression shall, unless repugnant to the context, include its successors and assigns).

ULB and Rural Department shall hereinafter be collectively referred to as the "**Parties**", and individually as "**Party**."

WHEREAS:

1. The **ULB** is responsible for collection and management of municipal solid waste, including plastic and biodegradable waste, within its jurisdiction.
2. The **Rural Department** has established infrastructure including a **Plastic Waste Management Unit** and **Compost Pits** under various rural schemes, which are currently functional or available for use.
3. The **ULB** intends to utilize these facilities for scientific processing and management of collected solid waste, and the **Rural Department** is willing to allow usage of these assets for promoting environmental sustainability.

NOW, THEREFORE, in consideration of the mutual covenants and understandings, the Parties agree as follows:

1. Objective

To establish a collaborative framework for the use of Plastic Waste Unit and Compost Pits by Municipal Council Poonch for processing its solid waste in an eco-friendly and sustainable manner.

2. Responsibilities of Municipal Council Poonch

2.1. ULB shall collect, segregate, and transport plastic and biodegradable waste to the designated facility/units.

2.2. ULB shall ensure that only appropriate and pre-segregated waste is delivered for processing.

2.3. ULB shall provide manpower, logistics, and any operational support required for smooth functioning.

2.4. ULB shall bear the operational cost (if any) mutually agreed upon for maintenance or repairs.

2.5. ULB shall maintain proper records of quantity of waste processed through these facilities.

3. Responsibilities of Rural Department (BDO Office)

3.1. Rural Department shall permit ULB to use the Plastic Waste Unit and Compost Pits located in NSSB.

3.2. Rural Department shall allow access to the site during designated hours and ensure facility readiness

3.3. Rural Department shall monitor the use of assets to ensure compliance with usage terms.

3.4. Any major repairs or infrastructure development shall be undertaken with mutual consultation.

4. Joint Collaboration

4.1. Both parties may collaborate for awareness campaigns, community participation, and innovation in waste management.

4.2. Joint reporting and performance reviews shall be conducted on a quarterly basis.

4.3. Either party may propose enhancement or extension of the facility for better service delivery.

5. Duration and Termination

5.1. This MoU shall remain valid for a period (till completion of MRF & Composting units of MC Poonch)

5.2. Either party may terminate this MoU with **30 days' prior written notice**.

5.3. On termination, both parties shall ensure peaceful handover and closure of ongoing activities.

6. Dispute Resolution

Any dispute arising out of or in connection with this MoU shall first be resolved through mutual discussions. If unresolved, it shall be referred to the Deputy Commissioner, Poonch, whose decision shall be final and binding.

7. Miscellaneous

7.1. This MoU constitutes the entire agreement and supersedes any prior oral or written understanding.

7.2. Any changes must be made in writing and signed by both parties.

7.3. This MoU shall be governed by the laws of the **Union Territory of Jammu & Kashmir**.

8. Signatories

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding on the day and year first above written.

For Municipal Council Poonch

Name:

Designation: Chief Executive Officer

Signature: _____

Date: 02-08-25

For Block Development Office, NSSB

Name:

Designation: Block Development Officer

Signature: _____

Date: 02-08-25

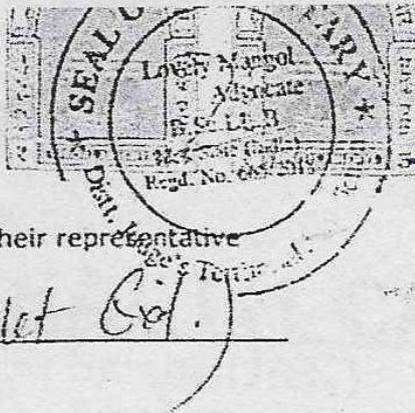
AGREEMENT

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This agreement is entered on this

17/06/2011

BETWEEN



Annexure VI

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M/s Anmol Health Care, Village RakhRara, Distt. Samba (J&K) through their representative

Sanit Kumar S/o Des Raj (Mist. Col.)

AND

Medical Superintendent,

Raja Sukhdev Singh Hospital, Poonch

Whereas M/s Anmol Health Care, Village RakhRara, Distt. Samba (J&K) has set up a unit for **Common Bio-Medical Waste Treatment Facility** for collection, transportation, treatment and disposal of **Bio-Medical waste** generated by the Healthcare Establishments i.e. Hospitals, Nursing Homes, Blood Banks, O.P.D. Clinics, Pathological Laboratories, Diagnostic Centers, Veterinary Institutes etc. (hereinafter called as generators).

Whereas Anmol Health Care offers to provide service to the generator on a user pay principal of collection treatment and disposal of **Bio Medical Waste** at the rates provided by **Indian Medical Association (IMA)**/ mutually agreed **J&K State Pollution Control Board** along with other terms and condition with a security advance equivalent to the payment of 60 days.

Whereas Anmol Health Care undertakes the liability of collection, transportation, treatment and disposal of **Bio-Medical Waste**. Generator shall undertake to adhere to this contract of service by Anmol Health Care for a minimum period of three year from the agreement date. Both parties can terminate the agreement after giving a notice of three months to the other party after the expiry of this agreement period, which may be otherwise continued with the consent of both. parties.

Whereas the generator is a hospital/ O.P.D. Clinic/ Pathological laboratory/ Diagnostic Center and agrees to avail the services being provided by Anmol Health Care with terms and conditions as listed below.

RESPONSIBILITIES OF M/S ANMOL HEALTH CARE (COMMON BIO-MEDICAL WASTE TREATMENT FACILITY)

1. Anmol Health Care shall meet all the rules and regulations stipulated by **Pollution Control Board** and generator shall not be liable for any improper handling and management, after collection of BMW from the **H.C.F.**
2. Anmol Health Care is liable for any violation of the **Environment (Protection) Act 1986** and the relevant rules, after collection of **Bio-Medical Waste** from the generator units as per the agreement terms and conditions.
3. In case Anmol Health Care's vehicle fails to collect the **Bio- Medical Waste** within the designated time due to any reason, the generator shall inform the authority of Anmol Health Care who will ensure to strictly collect the **Bio-Medical Waste** within next 24 hrs. Anmol Health Care shall be solely responsible for the complaints and airt complaint number to the generator. Anmol Health Care, shall bear all liabilities and penalties imposed by **Pollution Control Board**, if any for delay or negligence in service.
4. Other complaints if any shall also be made to Anmol Health Care by the generator. Anmol Health Care promises to attend to all such complaints within the shortest possible time.
5. Anmol Health Care shall collect the segregated **Bio-Medical Waste** from the identified lifting site for **Bio-Medical Waste** set up within the premises of generator.
6. Anmol Health Care shall provide assistance to finalize the pickup location to the generator.
7. Anmol Health Care shall transport the segregated waste in an enclosed containerized vehicle, to its treatment plant.

[Signature]
Sanit Kumar

[Signature]
Medical Superintendent
Raja Sukhdev Singh District Hospital
PUNUCH

M/S ANMOL HEALTH CARE

Village RakhRara, District Samba (J&K)
Telephone 09622394531, 09906212729

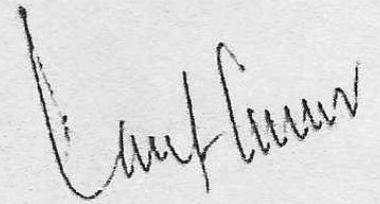
BIO-MEDICAL WASTE LIFTING CERTIFICATE

THIS IS CERTIFIED THAT BIOMEDICAL WASTE (BMW) AS PER SCHEDULE-1 OF BIO MEDICAL WASTE (MANAGEMENT AND HANDLING) RULES 2016, EXCEPT FOR LIQUID WASTE (CAT. NO. 08) OF M/S Ranveer Pharmacy

LOCATED AT Near District Hospital, Poonch IS BEING

COLLECTED BY US W.E.F 23/05/23 TO 22/05/26 FOR

FURTHER TREATMENT AT OUR COMMON BIO-MEDICAL WASTE TREATMENT FACILITY LOCATED AT VILLAGE RAKH RARA, DISTRICT SAMBA (J&K)



FOR ANMOL HEALTH CARE

PLACE: JAMMU

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Anneame-VI

P-22

M/S ANMOL HEALTH CARE

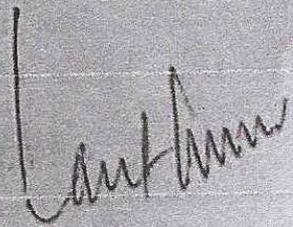
Village Rakh Rara, District Samba (J&K)
Telephone 09622394531, 09906212729

BIO-MEDICAL WASTE LIFTING CERTIFICATE

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LOCATED AT Mohalla Kang Khan, Poonch IS BEING COLLECTED BY US W.E.F 23/05/23 TO 23/05/26 FOR

FURTHER TREATMENT AT OUR COMMON BIO-MEDICAL WASTE TREATMENT FACILITY LOCATED AT VILLAGE RAKH RARA, DISTRICT SAMBA (J&K)



FOR ANMOL HEALTH CARE

PLACE: JAMMU



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Annexure - VII

P. 24





OFFICE OF THE MUNICIPAL COUNCIL POONCH

505

Director
Urban Local Bodies
Jammu

Annexure - VIII

P. 26

No:- MC/P/2016/1429-33

Date:- 28-12-2016

Sub:- Submission for transfer of state land measuring to 15 Kanals 02 Maralas in favour of Municipal Council Poonch for establishment of decomposing yard under Solid Waste Management.

Sir,

In reference to the subject cited above kindly find enclosed herewith the authenticated revenue papers of the state land measuring to 15 kanals 02 maralas identified for construction of Solid Waste Project at Village Degwar (JEEPHEAD) with the request that the same land may kindly be transferred in favour of Municipal Council Poonch so that the process of construction could be initiated at an earliest. This is for further perusal at your end please.

Yours faith fully,



Chief Executive Officer,
Municipal Council
Poonch

Copy to the:-

1. Distt. Dev. Commissioner Poonch for kind information.
2. Administrator (ADC) MC Poonch for kind information.
3. Assistant Commissioner Revenue Poonch for information and necessary action please.
4. Tehsildar Haveli Poonch for kind information.

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Annexure One — IX

p. 27



Office of the Divisional Commissioner, Jammu
(Rail Head Complex, Jammu)

(0191-2478991, 2478999, Fax-2478997, e-mail divcom.jammu@gmail.com)

Subject: Transfer of State land measuring 47KI-05MI under Kh. No. 371 situated at village Kossallian Tehsil Haveli District Poonch in favour of Housing & Urban Development Department for establishing Solid Waste Management Project by the Directorate of Urban Local Bodies Jammu.

Ref:

- 1) Letter no. FC-LS/AT-1704/2017 dated 20.03.2019 of Financial Commissioner (Rev).
- 2) Letter no. DCP/LA/1712-15 dated 11.02.2019 & no. DCP/LA/674-76 dated 10.07.2019 of Deputy Commissioner Poonch.

Order No: 05-LS/DIVCOM(J) of 2019

Dated : 01.08.2019

Sanction is hereby accorded to the transfer of State Land measuring 47KI-05MI under Kh. No. 371 situated at village Kossallian Tehsil Haveli District Poonch in favour of Housing & Urban Development Department for establishing Solid Waste Management Project by the Directorate of Urban Local Bodies Jammu. The land shall only be used for the purpose for which the sanction of transfer has been accorded, no diversion is allowed.

(By Order of the Divisional Commissioner, Jammu)

Sd/-

(Sanjeev Verma) IAS
Divisional Commissioner
Jammu

No.502/2830/SWMP/Kossallian/Poonch/2019/1192

Dated:01.08.2019

Copy to:

1. Financial Commissioner (Rev) J&K Govt. Srinagar for kind information.
2. Principal Secretary to Govt. Housing and Urban Development Department J&K Civil Sectt. Srinagar for information.
3. Commissioner/ Secretary to Govt. Revenue Department J&K Civil Sectt. Srinagar for information.
4. Deputy Commissioner, Poonch for information.
- ✓ 5. Director Urban Local Bodies Jammu for information.
6. Principal Private Secretary to Chief Secretary J&K Govt. Civil Sectt. Srinagar for information.

(Jitender Mishra) KAS

Asstt. Commissioner (Central)
With Divisional Commissioner

GOVERNMENT OF UNION TERRITORY OF JAMMU AND KASHMIR
OFFICE OF THE DEPUTY COMMISSIONER POONCH

Subject: Transfer/Allotment of State Land for Construction of Solid Waste Management Plant at Village Kanuyian, Tehsil Haveli, District Poonch.

ORDER NO: 14 of 2023

Dated: 08-09-2023

Whereas, Director Urban Local Bodies Jammu vide his No. DULBJ/2022/2189-91 dated 21/07/2023 has requested for transfer of State Land measuring 09 Kanal for establishment of Solid Waste Management Plant Poonch; And

Whereas, Tehsildar Haveli was directed vide this office letter No. DCP/LA/1427-30 dated 25/07/2023 to identify State land measuring 09 kanal for establishment of Solid Waste Management facility Poonch; And

Whereas, Tehsildar Haveli has identified State land measuring 09 Kanal out of Khasra No. 146/1 of Village Kanuyian and submitted Revenue papers of the same vide his office letter No. TH/OQ/714 dated 27-07-2023 The type of Land is recorded as **Banjar Qadeem**; And

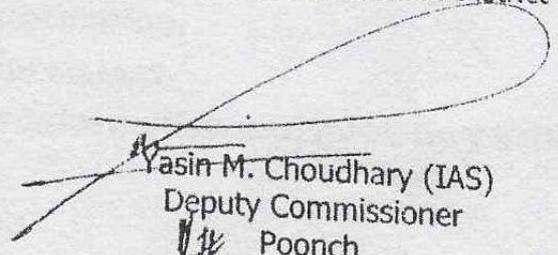
Whereas, Revenue papers were forwarded to Chief Executive Officer, Municipal Council Poonch vide this office letter No. DCP/LA/1516-18 dated 04/08/2023 for authentication and placement of Formal Indent for Competent Authority; And

Whereas, Director Urban Local Bodies Jammu has authenticated the Revenue papers and returned the same along with formal indent vide his letter No. DULBJ/P&S/2023-24/2893-96 dated 26/08/2023; And

Whereas, J&K Government vide Order No: 30(Rev(s) of 2019 dated: 05-03-2019 has authorized Deputy Commissioners to transfer State Land upto 10 Kanal free from all encumbrances to the State Government Department/(s) for public Purposes/developmental programs within their territorial jurisdictions; And

Whereas, State Land measuring 09 kanal out of Khasra No 146/1 of village Kanuyian is required for public purpose i.e. for construction of Solid Waste Management Plant Poonch, which is less than 10 Kanal and, as such, under the competency of under signed for transfer of same in favour of Directorate of Urban Local Bodies, Jammu.

Therefore, in exercise of the power vested upon me vide Govt. Order No: 30-REV(S) of 2019 dated: 05-03-2019, State Land measuring 09 kanal out of Khasra No. 146/1 of Village Kanuyian, Tehsil Haveli District Poonch is hereby transferred in favour of Directorate of Urban Local Bodies, Jammu for construction of Solid waste Management Plant situated at village Kanuyian, Tehsil Haveli District Poonch.


 Yasin M. Choudhary (IAS)
 Deputy Commissioner
 Poonch

No: DCP/LA/ 139-45

Dated: 08/09/2023

Copy for information to:

1. Financial Commissioner (Revenue) J&K Jammu/Srinagar.
2. Commissioner/Secretary to Government Revenue Department J&K Jammu/Srinagar.
3. Divisional Commissioner Jammu.
4. Director Urban Local Bodies Jammu.
5. Tehsildar Haveli, for necessary action.
6. Chief Executive Officer, Municipal Council Poonch for necessary action.
7. Office File.

The Director,
Urban Local Bodies,
Jammu.

Subject: Release of Funds for Environmental Compensation
before NGT Reply.

Reference No: This office letter No. MCP / 2024-25/1613-14 dated
28.12.2024 regarding providing of funds for
depositing Environmental Compensation imposed
by JK Pollution Control Committee.

Sir,

Kindly refer the subject cited above, it is submitted that release of funds amounting to Rs. 2.18 Crores towards the payment of Environmental Compensation imposed by the JK Pollution Control Committee under the Solid Waste Management Rules, 2016.

It is requested that the compensation amount of Rs. 81.00 lakhs and Rs. 1.62 Crores (total Rs. 2.43 Crores) is yet to be fully deposited due to the non-availability of requisite funds with this Council. However, this office has already deposited an amount of Rs. 25.00 lakhs against the total liability of Rs. 2.43 Crores. The Municipal Council, Poonch, is currently facing scarcity of funds, which has hindered the release of the remaining compensation amount.

As the reply from the Hon'ble National Green Tribunal (NGT) is awaited in this matter, it is crucial that the remaining compensation amount is deposited at the earliest to avoid any adverse directions or further penalties.

The Municipal Council Poonch has taken significant steps to comply with the regulations, including the identification of alternate land, development of recovery sites, initiation of bio-mining work, and the daily collection and processing of waste using 15 engaged vehicles. However, further progress is constrained due to lack of funds.

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Annexure - XI

In light of the above, it is once again requested to kindly expedite the release of the remaining amount Rs. 2.18 Crores. towards the Environmental Compensation, enabling timely compliance before the next hearing or response is due from the Hon'ble NGT. p. 30

This matter may kindly be treated as urgent and time-sensitive.

No: MC/P/2025/835-37

Dt: 20.07.2025

Yours faithfully,


Chief Executive Officer,
Municipal Council Poonch.

Copy to the:-

1. Deputy Commissioner, Poonch for kind information.
2. Distt. Pollution Office, Poonch for information.

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Annexure - XI

Office of the Municipal Council Poonch

DD(P) / A/O [Signature] R 31

[Signature]
30/12

The Director,
Urban Local Bodies,
Jammu.

No. MCP/2024-25/1613-14

dated: 28.12.2024

Subject: - Request for providing of funds for depositing of Environmental Compensation imposed by JK Pollution Control Committee.

Sir,

Kindly refer to the subject sited above. In this connection, it is submitted that the Jammu and Kashmir Pollution Control Committee has imposed Environmental Consumption to Municipal Council Poonch vide order No: 6006-JK PCC of 2023 dated 22/02/2023 & No: 1-JK PCC of 2024 dated 22/05/2024 amounting to Rs 81.00 lacs and 162.09 lacs for violation of Solid Waste Management Rules 2016. The same has not been deposited by the Municipal Council Poonch due to non-availability of required funds. It is further submitted: -

- i. That despite several approaches made by the Municipal Council Poonch to the District Administration Poonch for providing of feasible site for setting up of Solid Waste Management Plant which cannot be finalized due to hilly topography of the area and cross boarder issues.
- ii. That a piece of state land was transferred to Municipal Council Poonch at Khasra No. 371 measuring 47 Kanal at village Kossallian Tehsil Haveli, tender was floated and allotted for:-
 - a. Construction of tractor road to solid waste management site, work allotted vide No. LB/Tech/J-I/2019-20/5842-45 dated 31/01/2020 and;
 - b. Construction of fencing by means of RCC posts of Solid waste management site, work allotted vide No. LB/Tech/J-I/2019-20/5846-49 dated 31.01.2020, and
 - c. Construction of Material Recovery Facility at Kasollian Poonch, allotted vide No. R&B/CC/17994-99 dated 24-12-2021.

The work was not started except 50% of the construction of tractor road due to non-feasibility of the site as the executing agency has submitted the DPR amounting to Rs. 125.59 lacs for only levelling of the site. PW(R&B) Department Division Poonch is the executing agency for execution of all civil works of Municipal Council Poonch. Moreover, the local Panchayats through the DDC members has passed resolution for change of site for setting up of solid waste management site and accordingly same was rejected by the District Administration Poonch.

Received from G.P. [Signature]
31/12/2024

iii. In the year 2020, Administrative Approval was accorded by the District Development Commissioner Poonch vide Order No. 69 DDCP of 2020 dated 06.10.2020 for installation of Kill Waste Advanced Fuel Free Soil Waste Incinerator Project at village Kossallian Tehsil Haveli District Poonch and accordingly work was allotted vide dated 13/10/2020, machine was purchased by the executing agency through contractor but could not installed due to non-issuance of NOC by the JK PCC.

iv. In the year 2023, an alternate land measuring 10 kanals was transfer/allotment by the Deputy Commissioner Poonch vide Order No. 14 of 2023 dated 08.09.2023 for construction of Solid Waste Management Plant at village Kanuyian, Tehsil Haveli, District Poonch. accordingly, Municipal Council Poonch has initiated work for:-

- a. Fencing of Material Recovery Facility at village Kunuyian Poonch, allotted vide No. PWD/D.B/11231-36 dated 12.12.2023, and;
- b. Administrative Approval was accorded for "Construction of Material Recovery Facility and Compost Pad with shed at village Kanuyian Poonch against an estimated cost of Rs. 196.24.
- c. Preparation of estimation for electrification :63 KVA S/Stn. At MRF Site MC Poonch amounting to Rs. 9.00 lacs.

Funds has been released by the Directorate of Urban Local Bodies Jammu but again site has been cancelled by the District Administration Poonch due to disputes and red zone area and another site measuring 3 kanal 17 marlas at village Degwar have been identified and the allotment was made vide Order No. 23 of 2024 dated 19.09.2024. Municipal Council Poonch has started the work to recover-redeveloped the dumping site, 70% of the site was developed by way of capping and plantation drives was conducted, and a part of legacy site have been developed as green area. That Legacy waste action plan has been approved on 11th NARC meeting held on 05-01-2024, the work was awarded to M/S WeVOIS Labs Private Limited, Jaipur Rajasthan, Letter of Award was issued from the Directorate Office vide No. DULBJ/2024/2970-72 dated 14.08.2024 for undertaking dumpsite/landfill remediation through Bio mining of Legacy Waste in Poonch against value of work Rs. 82.20 lacs, the agency has started the work.

That since January 2024 waste of the town is collected by Municipal Council Poonch on daily basis by engaging 15 waste collection vehicle and till the Material Recovery Facility and Compost Pad is developed, Municipal Council Poonch is processing the daily generated waste as: -

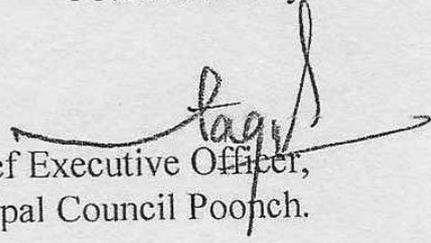
- i. Municipal Council Poonch is collecting 10 to 11 TPD of waste, which is being transported and processed on daily basis at the processing site at Poonch and Surankote.
- ii. About 35 to 40% of recycled dry waste is collected by the registered rag pickers and scrap dealers and the remaining 55 to 60% dry waste is processed at the Material Recovery Facility Centre Surankote (District Poonch).
- iii. That a windrow is developed and 2 TPD of wet waste is processed at Shankar Nagar Poonch in the windrow, and the remaining is processed at Compost Pits established at Surankote.
- iv. Out of 15000 MT of legacy waste lying at the site near SK Bridge, 6000-7000 MT (approx.) of legacy waste has been scientifically disposed of through bio-mining by the agency.

A plea to waive off the Environmental Compensation levying upon the Municipal Council Poonch for violation of Solid Waste Management Rules, 2016 is also submitted before the Member Secretary, JK Pollution Control Committee vide office communication No. MCP/2024-25/936-39 dated 05.09.2024.

It is further submitted that there is no deliberate or intentional lapse on the part of Municipal Council Poonch in following the procedures, but due to non-availability of suitable land the establishment of solid waste management unit which is under process at Degwar Haveli, Poonch.

Therefore, it is requested to kindly provide funds amounting to Rs. 2.43 Cr for Environmental Compensation to JK Pollution Control Committee.

Yours faithfully


Chief Executive Officer,
Municipal Council Poonch.

Copy to the:

1. Deputy Commissioner, Poonch for information please.

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BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL PRINCIPAL BENCH, NEW DELHI

Original application No. 253/2023

Raja Muzaffar Bhat

Applicant

Versus

Union Territory of Jammu and Kashmir & Ors

Respondent(s)

IN THE MATTER OF: Affidavit in support of Statement of facts.

I, Shakeel Ahmed (JKAS), Age 47 years, Chief Executive Officer, Municipal Council, Poonch do hereby state on oath/Solemn affirmation that contents of Statement of facts have been read over and explained to me and the contents of the Para No. 1 to 15 of the same are true and correct as per the records and nothing has been concealed therein.

I solemnly swear/affirm that this affidavit is true. No part of this is false and nothing has been concealed therein.



Shakeel Ahmed (Deponent)
Ravinder Singh s/o Pritam Singh
Rf. W. NO. 17 Poonch

~~Chief Executive Officer
Municipal Council
Poonch~~
Deponent

Presented and sworn before me
Today on 13th day of August 2025
and I administered Oath to him/her who
solemnly affirmed to the contents of this affidavit

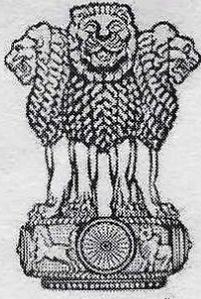
PUBLIC NOTARY
Poonch (J&K)

Identified by

514

INDIA NON JUDICIAL

Government of Jammu and Kashmir



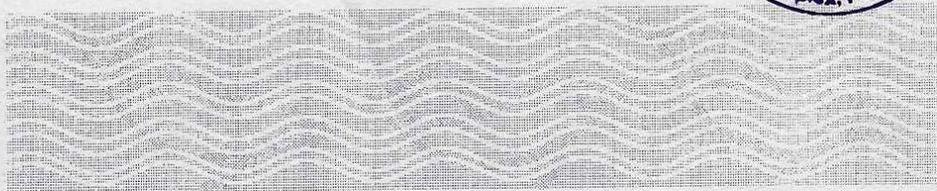
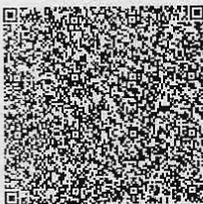
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Certificate No.	: IN-JK74384195867195X
Certificate Issued Date	: 12-Aug-2025 04:09 PM
Account Reference	: NEWIMPACC (SV)/ Jk12660604/ POONCH/ JK-PN
Unique Doc. Reference	: SUBIN-JKJK1266060434458766233683X
Purchased by	: Chief Executive Officer Municipal Council Poonch
Description of Document	: Article 4 Affidavit
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: Chief Executive Officer Municipal Council Poonch
Second Party	: Not Applicable
Stamp Duty Paid By	: Chief Executive Officer Municipal Council Poonch
Stamp Duty Amount(Rs.)	: 10 (Ten only)



Please write or type below this line

IN-JK74384195867195X

Deponent

[Signature]



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CHIEF EXECUTIVE OFFICER MUNICIPAL COUNCIL POONCH CHIEF EXECUTIVE OFFICER MUNICIPAL COUNCIL POONCH