

**BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
ORIGINAL APPLICATION NO.323/2023**

IN THE MATTER OF :-

PREM SHANKAR SINGH & ORS. ...APPLICANT(s)

VERSUS

STATE OF U.P. & ORS. ...RESPONDENT(s)

I N D E X

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RESPONDENT

THROUGH

DELHI
DATED:02/05/2024



ABHINDRA MAHESHWARI

**D-2, FIRST FLOOR, FLAT NO.2A,
KALINDI COLONY,
NEW DELHI-110065
MOB:9891846886
E-mail:abhigaman@gmail.com**

Before the National Green Tribunal,

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Principal Bench, New Delhi

Original Application No. 323/2023

Prem Shanker Singh & Ors.

... Applicant

versus

State of UP

... Respondent

Response on behalf of Nikhil Agarwal, Noticee.

1. At the outset, it is humbly submitted that the answering noticee herein and have not received the copy of the original application and is not aware about the contents of the same. However, it is submitted that Shri Prem Shanker Singh was a flat owner in Ganapati Classique apartment. After the filing of the original application, Shri Prem Shanker Singh has sold his flat and is no more a resident occupant in the society.
2. The residential housing complex in the name of Ganpati classic was constructed in the year 2008 and the flats have been possessed by the allottees flat buyers by 2014. The registry of the flats have been done in favour of the purchasers and since then the noticee has no active role in the development of the society.

3. The project has been developed with due permission from the concerned authorities. All the requisite amenities like water harvesting, sewage treatment plant, horticulture facilities, green spaces have been developed in the project.
4. It is stated that a fully functional sewage treatment plant have been installed in the project and the same has been functional since inception. Periodic maintenance and repair has been carried out by the developer company till March 20 23. It is important to mention here that in March 20 23, the maintenance and other affairs of the society have been handed over to the resident welfare Association and since then the RWA has been entrusted with the duty and responsibility of managing and maintaining the STP.
5. It is further submitted that the developer company has extended full cooperation to the office bearers of the RWA For understanding the nitty-gritty of maintaining the society, including the facilities like STP, rain water harvesting, etc.
6. The developer company is committed to do all such action which are essential for the betterment of the society and for the safeguard of the environment.



7. The sewage generated by the flat occupants gets treated in the sewage treatment plant and the effluent is discharged in the main trunk line which is connected with the another sewage treatment plant of the municipal corporation. The developer company has got the connection after paying the requisite fee to the Jal Nigam for getting the sewage connection so that even the discharge which has been treated in the sewage treatment, plant of the society is not discharged directly into the drain.
8. The Collection of the municipal waste is primary responsibility of the RWA and the same is being discharged in an effective manner. The developer company has Time and again conducted workshops in the society to educate the residents about segregation of the solid, municipal waste. The compost making technique, and the effective disposal of wet waste has been encouraged by the developer. The dry waste is collected by the municipal corporation for effective disposal.
9. It is humbly submitted that the developer company is committed and assures this honourable tribunal that it will follow any further direction which may be required for the safeguard of the environment.



10. The notice craves leave of this honourable tribunal to permit him to file additional detailed reply as and when required and directed by this honourable tribunal.

NIKHIL AGARWAL



THROUGH



Abhindra Maheshwari
Advocate
D2, flat no. 2A
1st floor, Kalinidi Colony,
Maharani Bagh,
New Delhi
abhindram@gmail.com
9891856886

Before the National Green Tribunal,

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Principal Bench, New Delhi

Original Application No. 323/2023

Prem Shanker Singh & Ors.

... Applicant

versus

State of UP

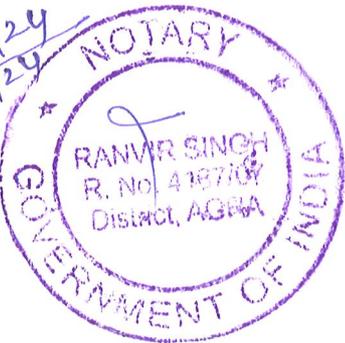
... Respondent

AFFIDAVIT

I, Nikhil Agarwal, s/o *Sh. Anil Agarwal aged 40 yrs* R/o Old Vijay Nagar Colony, Agra do hereby solemnly affirm and declare as under:

1. I am the Noticee in the present matter and as such I am well conversant with the facts of the case and I am competent to depose hereunder.

2. I have gone through the contents of the accompanying response which has been drafted under my instructions and the facts mentioned therein are true and correct to the best of my knowledge and belief and as per the legal suggestions received from the counsel .



DEPONENT

Nikhil Agarwal

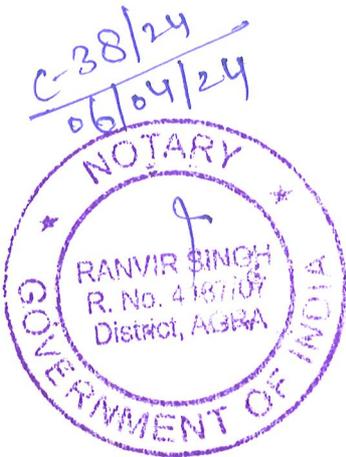
VERIFICATION

I, the deponent hereinabove, do hereby verify and affirm that the contents of aforementioned paragraphs of this affidavit are true and correct to my knowledge and belief and no material facts have been concealed there from.

Verified at Agra on 6th day of April 2024.

DEPONENT

Mukul



C-38/24
06/04/24

No. 38
Exp. Shri. Mukul Ajamal
The deponent who solemnly affirms
On Oath on 06.24 at Agra AM/PM
Identified by Shri. [Signature]
06/04/24

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IN THE COURT OF National Green Tribunal
Suit/Appeal No. 323/2023 JURISDICTION OF 2023

In re:-
Prem Shankar SinghPlaintiff(s) or Petitioner(s)
and othersAppellant(s) Complainant(s)

VERSUS
state of U.PDefendant (s)/ Respondent(s) / Accused Know all to whom
these Present shall come that I/we Nikhil Agarwal S/o Sh. Anil
Agarwal, Ho. 123, North Vistay Nagar colony, Agra, U.P
The above named Respondent

.....do hereby appoint
ABHINDRA MAHESHWARI ADV
D-2, Flat No. - 2A, I-FLOOR, KALINDI COLONY, DELHI-65
(herein after called the advocate/s) to be my / our Advocate in the above – noted case authorize him: MOB. 9891856886

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

To sign file, verify and present pleadings, appeals cross-objection or petitions for executions review, revision, withdrawal, compromise or other petitions or affidavits or other documents as may be deemed necessary or proper for the prosecution of the said case in all its stages subjects to payment of fees for each stage.

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

To withdraw or compromise the said case or submit to arbitration any differences of disputes that may arise touching or in any manner relating to the said case.

To take execution proceedings on paying separate fee.

To 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 on 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 to sign the power of attorney on our behalf.

And I/we undersigned to 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 purpose.

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 settle is only for the above case and above Court. I/We hereby agree that once the fee is paid, I /We will not be entitled for the refund of the same in any case whatsoever and if the case prolongs for more than 3 years the original fee shall be paid again by me/us.

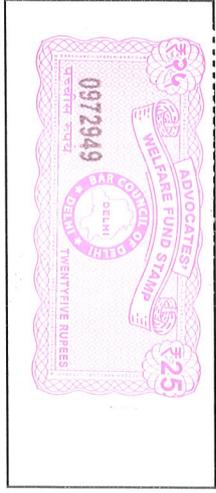
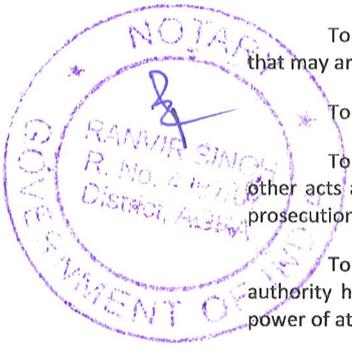
IN WITNESS WHERE OF I/We do hereunto set my/our hand to these presents the contents of which have been understood by me/us on this 6/4/2024 Day of.....2024 Accepted subject to the terms of the fees.

Advocate [Signature]
D/905/2008

Client [Signature]
Client

I Identify the Signature/Thumb Impression of Below Mentioned Person,

Signed in My Presence. The Client.





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Abhindra Maheshwari & Associates <abhigaman.law@gmail.com>

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*Proof of Service***Advance Service of Response on behalf of Respondent**

1 message

Abhindra Maheshwari & Associates <abhigaman.law@gmail.com>
To: "sthaviasthana@gmail.com" <sthaviasthana@gmail.com>

Thu, May 2, 2024 at 3:42 PM

Dear Madam,

Please find attached the advance service of Response on behalf of Respondent/Noticee in the matter titled as "Prem Shankar Singh & Ors. Vs. State of U.P. & Ors." bearing OA no.323/2023 listed before the Hon'ble National Green Tribunal, Principal Bench, New Delhi.

For & On behalf of
Abhindra Maheshwari
Advocate

 **RESPONSE ON BEHALF OF RESPONDENT.pdf**
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