

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

Original Application No. 413/2021

IN THE MATTER OF:

BIKRAMJEET SINGH SHERGILL Applicant

V/s

STATE OF PUNJAB Respondent

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Filed by

Gurita Sharma

Counsel for the Concessionaire

S&A Law Offices
S&A Tower,
Plot Number 5, 6, 7, Udyog Vihar,
Phase IV, Sector 18,
Gurugram, Haryana

Date: 22.05.2023

Place: New Delhi

Annexure 3

By Registered Post (AD)/Courier/Email

Municipal Corporation, Bathinda
Mall Road,
Near Railway Station
Bathinda (Punjab)

Kind Attention: The Municipal Commissioner

Also To:

Department of Local Government
Mini Secretariat, Sector 9,
Chandigarh (Punjab)

Kind Attention: The Secretary

Our Ref. No.:

Date: 05.12.2018

Subject: Termination Notice under Article 9.2 (b) read with Article 9.8 (a) of the Concession Agreement signed and executed on 23.11.2011 (“Concession Agreement”) among Municipal Corporation, Bathinda (“Concessions Authority”), M/s JITF Urban Waste Management (Bathinda) Limited (“Concessionaire”) and the Department of Local Government, Government of Punjab (‘Confirming Party’)

Dear Sir,

- Aradesh*
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1. We, M/s JITF Urban Waste Management (Bathinda) Limited, the Concessionaire of MSW Processing Facility at Bathinda, write to you under Article 9.2 (b) read with Article 9.8 (a) of the Concession Agreement as follows.

2. At the outset, the Concessionaire categorically and individually denies all the contentions and allegations of the Concessions Authority as stated in the reply of the Concessions Authority dated 19.11.2018 to the Consultation Notice issued by the Concessionaire. It is further stated that the Concessions Authority, instead of remedying its Events of Defaults, has levelled frivolous allegations against Concessionaire which are denied as being incorrect and without any basis.
3. It is further stated that the Events of Default of the Concessions Authority as stated in the Consultation Notice have not been rectified or remedied in the remedial period and therefore, the Concessionaire is constrained to issue the present Termination Notice under Article 9.8 (a) of the Concession Agreement.
4. We refer to and reply upon the contents of the Consultation Notice dated 24.08.2018 and the same may be treated as part and parcel of the present Termination Notice.
5. It is pertinent to mention here that upon execution of the Concession Agreement, the Concessionaire mobilized its assets and manpower and started the "Collection Transportation & Dumping" (herein after referred to as CT&D) operations in December 2011 in accordance with the terms of the Concession Agreement and the respective Waste Off Take Agreements. The Concessionaire has also established and is operating the Processing Facilities at the Processing Facilities Site provided by the Concessions Authority at Mansa Road, Bathinda.
6. However, the Concessions Authority did not fulfill its Conditions Precedent stated in Article 2.2.2.1 and 2.2.3.1 of the Concession Agreement or comply with its obligations provided in Article 6 of the Concession Agreement, despite repeated requests of the Concessionaire.
7. It is further stated that the Concessions Authority and the respective ULBs repeatedly defaulted in making timely payments of the Tipping Fee to the Concessionaire despite numerous requests of the Concessionaire. The outstanding amounts due to the Concessionaire have not been cleared by the respective ULBs till date and as on date the

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total outstanding amount due against the invoices raised by the Concessionaire for Tipping Fee from the Concessioneing Authority is Rs. 2,24,36,450/- along with interest.

8. Due to the aforesaid breaches by the Concessioneing Authority of the Conditions Precedent and its obligations under the Concession Agreement including its failure to pay the outstanding tipping fee to the Concessionaire, the Concessionaire was compelled to initiate the termination of the Concession Agreement by issuing the Consultation Notice dated 20 May 2017 under Article 9.3 of the Concession Agreement.
9. It is pertinent to note here that the Hon'ble National Green Tribunal ("NGT") was monitoring the implementation of Solid Waste Management Projects in the State of Punjab through the matter of Capt. Mall Singh & Ors. Vs State of Punjab (Appeal No. 70/2012) and other connected matters.
10. Subsequent to the Consultation Notice dated 20.05.2017, and during the remedial period, the Hon'ble NGT, vide its order dated 04.08.2017 directed the Concessionaire to continue its operations in respect of Bathinda cluster. The Hon'ble NGT further directed the State Government of Punjab to issue appropriate directions to the power/cement/biomass based power plant in the State to accept RDF from the Concessionaire. Accordingly, in compliance of the directions of the Hon'ble NGT, the Concessionaire continued its operations at Bathinda Cluster.
11. Thereafter, the Hon'ble NGT vide its order dated 01.12.2017, directed the Concessionaire to establish a Waste to Energy Plant at Bathinda. However, the establishment of Waste to Energy Plant was made conditional by the Hon'ble NGT on the fulfillment of certain conditions by the Concessioneing Authority as provided in the said order dated 01.12.2017. These conditions inter alia as following:
 - 11.1 The Concessioneing Authority/State Government and local Authorities were directed to collect and deliver 300 MT of MSW per day to the Concessionaire at its Processing Plant till the commissioning of the WTE Plant;

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- 11.2 The Concessioneing Authority/State Government and local Authorities were directed to collect and deliver 500 MT of MSW per day to the Concessionaire after commissioning of the WTE Plant;
- 11.3 The State Government was directed to pass requisite directions and ensure that the Bio-mass and cement plants in the State of Punjab accept/use RDF produced by the Concessionaire, including the then existing stock of RDF of 3388.1 MT from the Concessionaire
12. However, the Concessioneing Authority has failed to ensure that the RDF produced by the Concessionaire is bought by the Bio-mass and cement plants despite repeated requests from the Concessionaire and the result of which is that the existing stocks of RDF at the processing plant of the Concessionaire has swelled to 8646.5 MT (as on 03.12.2018).
13. Further, the Hon'ble NGT vide its order dated 16 January 2018, directed the Concessioneing Authority to complete the process of reconciliation of tipping fee within 30 days and make the payment of 50% of the outstanding tipping fee to the Concessionaire within a week and the balance 50% was to be paid on reconciliation. However, the record establishes that the Concessioneing Authority has not cleared the outstanding tipping fee of the Concessionaire till date despite directions from the Hon'ble NGT.
14. Further, the Hon'ble NGT through the said order dated 16 January 2018 also extended the date of taking over of collection and transportation of MSW by the Concessioneing Authority till 30 April 2018, upon request of the Concessioneing Authority. Accordingly, the Concessionaire seized its operations of collection and transportation of MSW from Bathinda Cluster from 30 April 2018 and the Concessioneing Authority started the collection and transportation of MSW from 01 May 2018 and started delivering MSW to the Concessionaire.
15. The record establishes that the Concessioneing Authority has not provided 300 MT of MSW even once to the Concessionaire rather provided only approximately 100 MT of MSW per day till 03.12.2018. Clearly the Concessioneing Authority does not have the capacity or capability to provide 500 MT of MSW for the consumption of the WTE Plant.

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16. The Concessionaire vide its letters dated 16 May 2018 & 12 June 2018 requested the Concessioneing Authority to call for a meeting to hold negotiations and deliberations for the amendment of the existing Concession Agreement to cover the eventualities related to the establishment of the WTE Plant. However, the Concessioneing Authority did not even respond to the requests of the Concessionaire with regard to the same.
17. The Concessioneing Authority has breached the terms, conditions and obligations of the Concession Agreement, including but not limited to failed to create a tipping fund in terms of the Concession Agreement, failed to appoint Independent Expert, failed to declare a no-development zone around the Processing Facilities till date, in terms of the Concession Agreement, etc. Further, the Concessioneing Authority continues to be in non-compliance of the directions of the Hon'ble NGT despite repeated requests from the Concessionaire. Clearly, the Concessioneing authority has not complied with the terms and conditions of the Concession Agreement and has neither complied with the orders of the Hon'ble NGT.
18. Due to the aforesaid breaches, defaults and non-compliances by the Concessioneing Authority, the Concessionaire was constrained to issue a Consultation Notice dated 24 August 2018 under Article 9.3 of the Concession Agreement.
19. However, the Concessioneing Authority, instead of remedying its Events of Defaults, has levelled baseless and frivolous allegations against Concessionaire vide its reply dated 19.11.2018 to the Consultation Notice.
20. It is pertinent to note here that despite the lapse of the remedial period of 90 days, the Concessioneing Authority has not cured any of the events of defaults as stated in the consultation notice, *inter alia* :
 - 20.1 **Default in Making Payment of the Outstanding Tipping fees along with the interest.** As per Article 6.1 (f) of the Concession Agreement, it is the obligation of the Concessioneing Authority to make timely payment to the Concessionaire in accordance with the provisions of the Concession Agreement. Further, as per Article 7.4 of the Concession Agreement, the Concessioneing Authority is obligated

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to make payment of the positive 'Tipping Fee' to the Concessionaire within 30 days from the receipt of Monthly Tipping Fee Statement raised by the Concessionaire against the services rendered for the preceding month. The Concessions Authority failed in making timely payments to the Concessionaire towards the tipping fee. Further, the Concessions Authority has not cleared the outstanding amounts despite numerous requests and reminders of Concessionaire despite the Hon'ble NGT's order dated 16 January 2018. The Hon'ble NGT had directed the Concessions authority to release 50% of the total outstanding tipping fee (which at the relevant time was Rs. 1 Crore and 41 lakhs until 16.01.2018) within a week from 16 January 2018, but the Concessions Authority paid only meagre Rs. 15.35 Lakhs (approx.) to the Concessionaire on 29.01.2018 and the remaining is still unpaid.

20.2 The Concessionaire further denies the alleged reconciliation of tipping fee as the same was arbitrary and erroneous.

20.3 The Concessionaire ardently and vehemently denies that it owes any amounts or Rs. 1.92 Cr to the Concessions Authority as alleged. The Concessions Authority's alleged demand of Rs. 1.92 Cr., purported to have been paid in excess to the Concessionaire, is baseless and wrong. It is pertinent to note here that no invoices of the Concessionaire after May 2016 have been considered in the alleged reconciliation, which itself is sufficient to negate the veracity of such reconciliation. It is further stated that the Concessions Authority vide its letters dated 29.01.2018 and 13.02.2018 demanded a letter of acceptance from the Concessionaire for any deduction or penalty which the Concessions Authority may impose, which was completely against the terms of the Concession Agreement and directions of the Hon'ble NGT.

20.4 Even after a lapse of more than 9 months and despite the unambiguous directions of the Hon'ble NGT the outstanding tipping fees of the Concessionaire has not been cleared by the Concessions Authority till date, in complete disregard to the provisions of the Concession Agreement. As on date an amount of approximately

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Rs. 2,24,36,450/- is outstanding from the Concessioneing Authority, against the invoices raised by the Concessionaire for Tipping Fee.

- 20.5 Further, the Concessioneing Authority is also liable to pay interest on the outstanding amount at the prevailing PLR of the State Bank of India as per Article 7.7(i) of the Concession Agreement. In addition, since inception of the Project, the Concessioneing Authority has always been irregular in the payment of Tipping fees and therefore, the Concessionaire is also entitled for interest on such delayed payments of Tipping fees.
- 20.6 The non-payment of the outstanding tipping fees to the Concessionaire is not only a contempt of the Hon'ble NGT, but also a breach by Concessioneing Authority of its specific obligation under Article 6.1 (f) of the Concession Agreement.
- 20.7 In addition to the above, the Concessioneing Authority has made unlawful deductions from the Concessionaire's invoices and has not paid escalated tipping fees. It is submitted that the Concessioneing Authority has failed to make payments which were due to the Concessionaire (as stated above) and more than 90 days have elapsed since such payment default. The Concessioneing Authority, thus, is in material breach of its obligation under the Agreement. The Concessionaire reserves its right to claim all losses, costs, expenses, damages, etc.
- 20.8 **Failure to ensure regular purchase of the RDF by Bio-mass Plants as directed by the Hon'ble NGT.** As per order dated 04 August 2017, the Hon'ble NGT directed the Concessionaire to continue its operations regarding Processing and Disposal of MSW for Bathinda Cluster and generate RDF by such Processing of MSW. Further vide the said order, the Hon'ble NGT also directed the State Government of Punjab to issue appropriate directions to the power/cement/biomass based power plants in the state to accept RDF from the Concessionaire at the rate as may be defined by the State.
- 20.9 Further, the Hon'ble NGT vide order dated 01 December 2017, directed the State Government to pass an order for the distribution of the RDF produced by the Concessionaire including the RDF lying at its place i.e. 3388.1 MT to the Bio-Mass

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Plants and the Cement Plants in the State of Punjab. It also directed the State Government/Concessioneing Authority to ensure the implementation of the Hon'ble Tribunal's order. However, most of the biomass based power plants have stopped purchasing the RDF from the Concessionaire since 25 March 2018, even though the RDF supplied by the Concessionaire meets the specified calorific value. This has led to a continuous pilling up of the stock of the RDF at the plant of the Concessionaire to the extent that as on 03.12.2018, 8646.5 MT of RDF was lying at the Plant. It is further pertinent to note here that the continuous pilling up of the stocks of the RDF at the plant of the Concessionaire, is causing problems at the Plant of the Concessionaire including space constraints. In addition to the above, is pertinent to note here that the said biomass based power plants have also refused to pay the Transportation cost to the Concessionaire for supplying of the RDF.

20.10 The Concessionaire vide various letters requested the State Government and the Concessioneing Authority to pass necessary order/ directions to ensure the implementation of the orders of the Hon'ble NGT by ensuring that the Bio-mass plants and cement plants regularly purchase RDF from the Concessionaire and also bear the cost of the transportation of the RDF as agreed by them during the hearing dated 24 November 2017.

20.11 However, despite repeated requests from the Concessionaire, the Concessioneing Authority as well as the State Government failed to ensure the implementation of directions of the Hon'ble NGT and has failed miserably to ensure that the RDF produced by the Concessionaire is bought by the Bio-Mass and cement Plants. This inaction of the Concessioneing Authority has caused serious hindrances in the operations of the Processing and Disposal Facilities, as the stocks of RDF are piling up with each passing day. Needless to mention that the Concessionaire is incurring huge losses on account of the failure of the Concessioneing Authority. The Concessionaire reserves its right to claim all losses, costs, expenses, damages, etc.

20.12 **Failure to pay Compensation for failing to provide 300 MT/day.** The Hon'ble NGT, vide order dated 01 December 2017 had directed the Concessioneing Authority to supply 300 MT of MSW/day to the Concessionaire at its Processing Facility at Bathinda to generate RDF and compost.

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- 20.13 However the record establishes that the Concessioneing Authority has not been able to provide the stipulated quantity of 300 MT of MSW/day to the Concessionaire even once. It is further stated that as on 04.12.2018, the Concessioneing Authority could only provide approximately 100 MT of MSW/day since taking over the C&T operations from 01 May 2018, and has failed to comply with the directions of the Hon'ble NGT. Due to the failure of the Concessioneing Authority to provide 300 MT/day of MSW, the Concessionaire is suffering losses including loss of revenue. The Concessionaire is under the process of calculating/quantifying the sum payable by the Concessioneing Authority under this head, including but not limited to Compensation for the shortfall quantity of the MSW and reserves its right to claim the same. The Concessionaire reserves its right to claim all losses, costs, expenses, damages, including future loss of profits.
- 20.14 **Failure of the Concessioneing Authority to Co-operate with the Concessionaire for the establishment of the Waste To Energy Plant.** The Hon'ble NGT vide its order dated 01.12.2017, directed the Concessionaire to establish a Waste to Energy Plant at Bathinda. However, the establishment of Waste to Energy Plant was made conditional by the Hon'ble NGT on the fulfillment of certain conditions by the Concessioneing Authority as provided in the said order dated 01.12.2017. The Concessioneing Authority failed to fulfill the conditions stated in order dated 01.12.17. The Concessioneing Authority has failed to respond to the requests of the Concessionaire, and has failed to co-operate in the establishment of a Waste to Energy Plant. The Concessionaire reserves its right to claim all losses, costs, expenses, damages, including future loss of profits.
- 20.15 **Delay in Providing Vacant and Unencumbered possession of the Project Site, and failure to provide the balance land.** As per Article 2.2.3.1 of the Concession Agreement, the Concessioneing Authority, as a Condition Precedent, was required to execute the Project Site Lease Agreement and Processing Facilities Site Lease Deed and to hand over vacant and unencumbered possession of the Project Site to the Concessionaire within 120 days from the date of the execution of the Concession Agreement. As per the Concession Agreement, the Concessioneing

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Authority was required to provide 55.81 acres of land for the Project Site, however only 32 acres of land has been provided by the Concessioneing Authority for the Processing and Disposal Facilities and that too after extraordinary delay. The Concessioneing Authority, therefore, is in material breach of its obligation under the Agreement. The Concessionaire reserves its right to claim all losses, costs, expenses, damages, including future loss of profits.

20.16 Further, possession of 20 acres of land at Mansa Road for the Processing Facilities was provided to the Concessionaire in November 2014 i.e. after a delay of more than 2 years, from the date of the execution of Lease Deed i.e. 01.02.2012. It is vehemently denied that the delay in handing over of possession of the said land is attributable to the Concessionaire. Please note that the said land was the subject matter of litigation before the Hon'ble NGT in the case of Capt. Mall Singh vs. State of Punjab and was handed over to the Concessionaire only after the judgment dated 25.11.2014 of the Hon'ble NGT. It is further stated that the said land when was handed over to Concessionaire was not vacant as the said land was being used as a dump site for last many years and there were heaps of old garbage lying at the said land.

20.17 The Concessioneing Authority was required to provide 36.81 acres of land for the establishment of Disposal Facilities i.e. Sanitary Land Fill at Mandi Khurd. However, the Concessioneing Authority provided only 10 acres of land at Mansa Road for the Disposal Facilities vide lease deed dated 14.07.2016. The Concessioneing Authority provided the limited land (that too not at the agreed place) only on 14.07.2016 i.e. after a delay of 4 years and 8 months, from the date of the Concession Agreement despite the Concessionaire requesting for the same since 2013. The agreed land for the Disposal Facilities earmarked at Mandi Khurd, has not been provided till date.

20.18 It is stated that due to the delay by the Concessioneing Authority in providing land for the establishment of Processing and Disposal Facilities, the Concessionaire could commission the Processing and Disposal Facilities only in November 2015, and thus suffered losses including loss of revenue which the Concessionaire could

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have generated from the commercial operations of the Processing Facilities. The Concessionaire reserves its right to claim all losses, costs, expenses, damages, including future loss of profits.

- 20.19 **Failure to declare no-development zone around the Processing and Disposal Facilities.** As per Article 6.1 (g) of the Concession Agreement, the Concessioneing Authority is obligated to declare and maintain or cause to declare and maintain a no-development zone around the Processing Facilities Site and Project Site in accordance with Applicable Laws. However, the Concessioneing Authority has till date not declared a no-development zone in terms of the Concession Agreement and extant law, around the Processing Facilities Site and Project Site despite assurances.
- 20.20 The Concessionaire submits that due to the failure of the Concessioneing Authority to declare and maintain the area around the Processing and Disposal Facilities as a no development zone, the operations of the Processing and Disposal Facilities were stalled frequently by the agitating local residents and politically motivated activists citing one or the other alleged reasons. The operations of the Processing and Disposal Facilities were affected due to unrest and hindrances created by the local population and politicians. In fact even the district and local administration did not cooperate with the Concessionaire with regards to the same. Further due to the failure of the Concessioneing Authority to declare the area around the Processing and Disposal Facilities as a no development zone there was significant residential growth around the Processing and Disposal Facilities. The Concessionaire reserves its right to claim all losses, costs, expenses, damages, including future loss of profits.
- 20.21 **Non Creation of the Tipping Fund and Depositing Money in the Tipping fund-** As per Article 2.2.2.1 (e) & (f) read with Annexure 13 (E) of the Concession Agreement, the Concessioneing Authority was required to create a Tipping Fund and deposit an amount equivalent to the amount payable to the Concessionaire for three (3) months of the CT &D services provided by the Concessionaire. The tipping fund was to be operated jointly by the Concessioneing Authority and the

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Concessionaire. However, the Concessions Authority did not fulfill its Condition Precedent, in terms of the Concession Agreement even after a lapse of more than six (6) years from the date of execution of the Concession Agreement. The Concessions Authority is in material breach of its obligation under the Agreement. The Concessionaire is under the process of calculating/quantifying the sum payable by the Concessions Authority under this head and reserves its right to claim the same. The Concessionaire reserves its right to claim all losses, costs, expenses, damages, including future loss of profits.

20.22 **Failure to Appoint Independent Expert-** As per Article 2.2.2.1 (g) of the Concession Agreement, the Concessions Authority was required to appoint Independent Expert as per Article 4 and in accordance with Annexure 11 of the Concession Agreement. However, the Concessions Authority has till date not appointed the Independent Expert, as per the terms of the Concession Agreement. The Concessions Authority is in material breach of its obligation under the Concession Agreement. The Concessionaire reserves its right to claim all losses, costs, expenses, damages, including future loss of profits.

20.23 The Concessionaire is under the process of calculating/quantifying the sum payable by the Concessions Authority, including but not limited to damages for loss of opportunity, refund of the Bank Guarantee, Bank guarantee Charges, Termination Payments, Development Costs and any other loss arising in due course of events under the Concession Agreement, and reserves its rights to claim the same.

CONCLUSION

21. Due to the afore said defaults, breaches and non-compliances of the Concession Agreement by the Concessions Authority, the Concessionaire is left with no other option but to terminate the Concession Agreement in accordance with Article 9.2 (b) read with Article 9.8 (a) of the Concession Agreement with effect from 19.01.2019 i.e. 45 days from the date of this notice ("**Termination Date**").

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22. Therefore, in view of the above, the Concessionaire hereby calls upon the Concessions Authority to:
- a) Immediately and forthwith make payment of the outstanding amount of Rs. 2,24,36,450/- along with interest towards outstanding tipping fee to the Concessionaire
 - b) Immediately and forthwith make payment of the Termination Payments as per Article 9.8 (d) of the Concession Agreement
 - c) Immediately and forthwith make payment of the Development Cost as per Article 2.2.5 (c) of the Concession Agreement
 - d) Immediately and forthwith return the Performance Security bank guarantee provided by the Concessionaire in accordance with the proviso to Article 7.1 of the Concession Agreement.
23. The Concessionaire further calls upon the Concessions Authority to conduct a joint condition survey within a week from the receipt of this notice as per Article 10.2 (a) of the Concession Agreement, failing which the Concessionaire shall conduct the condition survey on its own to ascertain the condition of the Project Facilities and to prepare the inventory of the same.
24. Please further note that as per Article 10.3 of the Concession Agreement, the Concessionaire is hereby notifying the Concessions Authority about the Concessionaire being ready and willing to comply the terms of the Concession Agreement relating to termination and handover namely,
- i. Hand over the vacant and peaceful possession of the Project Facilities, Project Facilities Site and all the Project Sites to the Concessions Authority or its nominated agent/agency
 - ii. Hand over/transfer to the Concessions Authority all its rights, titles and interest in or over the assets comprised in the Project and the Project Assets and execute the necessary deeds and documents and complete all legal formalities in this respect

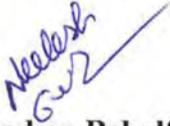
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- iii. Hand over to the Concessioneing Authority all documents, proprietary material including as built designs, drawings, data, engineering, manuals and records relating to the Project Assets and Project Facilities
 - iv. Transfer/assign to the Concessioneing Authority any Project Agreement which are valid and subsisting, are capable of being transferred to the Concessioneing Authority and which the Concessioneing Authority has chosen to take over and cancel the Project Agreements which are not taken over by the Concessioneing Authority
 - v. Transfer to the Concessioneing Authority all such Applicable Permits which the Concessioneing Authority may require and which can be legally transferred
25. Please further note that as per Article 10.5 of the Concession Agreement, the Project Engineer shall verify the compliance of Article 10.2 to 10.4 on the Termination Date and thereafter, a Divestment Certificate is to be issued by the Concessioneing Authority. Accordingly you are called upon to direct the Project Engineer to issue the Divestment Certificate prior to the Termination Date. Further, the Concessioneaire hereby calls upon the Concessioneing Authority to confirm within 7 days from the receipt of this notice, the Applicable Permits and Project Agreements required to be transferred/assigned to the Concessioneing Authority, and complete the formalities for the compliance of Article 10.2 to 10.4 before the Termination Date and issue a Divestment Certificate in accordance with Article 10.5 (b) of the Concession Agreement.
26. The Concessioneaire reserves its right to add/modify/amend/supplement any defaults, breaches, etc. of the Concessioneing Authority and /or quantification and/or assessment of any claims. The Concessioneaire further reserves its right to claim all the losses and compensation in its Statement of Claim. Notwithstanding and without prejudice to anything stated herein, please note that this Notice will not be read, understood or amount to any admission, consent, concurrence, waiver, or agreement on the Concessioneaire's part whatsoever. The Concessioneaire also reserves its rights under law and in contract to take appropriate action against the Concessioneing Authority. Any action by the Concessioneaire is without prejudice to its rights which have not been waived or renounced.

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Thanking You

Yours Sincerely,



For and on Behalf of

JITF Urban Waste Management (Bathinda) Limited

Authorized Signatory

Copy to:

Punjab Municipal Infrastructure Development Company
SCOP: 89-90, Sector 34A,
Chandigarh- 160034

Kind Attention: Ajoy Sharma IAS, (CEO-cum-JMD)

18119

Cancelled copy of order dt 15-1-2019 passed

400

by Sr I.C.S. Bawa, Addl. Dist. Judge Bathinda

Annexure 4

Kanwaljit Singh
Additional District Judge

Pending for: 29-01-201

In the Court of Hon'ble District Judge, Bathinda

Municipal Corporation, Bathinda through its duly authorized representative. Shri Sandeep Gupta, Superintending Engineer, Municipal Corporation, Bathinda

Petitioner

Versus

1. JITF Urban Waste Management (Bathinda) Limited, a Company duly incorporated under Indian Companies Act having its Head Office at A-1, UPSIDC Industrial Area, Nand Gaun Road, Kosi Kalan, District Mathura and having its Branch at ITI Chowk, Mansa Road, M/s Roshan Lal Oil Mill, Near STP Plant, Bathinda, Punjab through its Managing Director

The Manager, JITF Urban Waste Management (Bathinda) Limited, ITI Chowk, Mansa Road, M/s Roshan Lal Oil Mill, Near STP Plant, Bathinda, Punjab

Respondents

Petition under Section 9 of Arbitration & Conciliation Act, 1996 for issuance of temporary mandatory injunction directing respondents to continue to perform their obligations as per terms of agreement dated 23.11.2011 executed between Municipal Corporation (for The Bathinda SWM Cluster Unit) and M/s JITF Urban Waste Management (Bathinda) Limited i.e. respondent Company and for passing interim order restraining respondent from unilaterally terminating above referred Concession Agreement dated 23.11.2011

Attested

Reader

Additional District Sessions Judge/
Judge of Civil Court Bathinda.

18119

CNRPBBT01-002863-2019

Arb.05 of 2019

Municipal corporation versus JITF Urban Waste Management

15.1.2019 Present: Sh.Abhey Singla, Advocate, counsel for petitioner.

Arbitration under Section 9 of Arbitration & Conciliation Act, 1996 received by way of entrustment. It be registered under rules.

The learned counsel for the petitioner has pointed out that in the matter before learned National Green Tribunal, Principal Bench, New Delhi, it was observed in the order Annexure-1 that "the matter before this Tribunal was confined to validity of Environmental clearance which issue stands settled. Subsequently, some of the incidental issues about functioning of the project of solid waste management were also taken up. At this stage, we do not consider necessary to pass any further order on disputes relating to the service provider and the local bodies. Such issues can be gone into at any appropriate form in accordance with law. The proceedings will stand closed. No miscellaneous application needs to be entertain, as the matter already stands disposed of". He has further pointed out that in the order passed by the Director-cum-First Appellate Authority the fact with regard to payment of Rs.1.92Crore in excess than entitlement paid to the Concessionaire has duly been reorded. He has referred to the aforesaid order dated 4.1.2019 in this regard. The learned counsel has also invited my attention towards Clause 11.3 of the agreement pertaining to performance during dispute wherein the parties to the agreement had undertaken that "Pending the submission of and/ or decision on a Dispute and until the arbitral award is published, the parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such award. It has been submitted at bar by the learned counsel for the Municipal Corportion that the arbitration proceedings have not been initiated as yet.

Attested

Reader

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The perusal of the aforesaid facts and circumstances would clearly lay out that Municipal Corporation Bathinda had already

paid Rs.1.92 Crore in excess to the Concessionaire towards tipping fee. Further the present petition has been filed under Section 9 of Arbitration & Conciliation Act, 1996 for the enforcement of Clause 11.3 of the agreement between the parties in which there is corresponding undertaking by both the parties that till the decision is made by way of Arbitral Award, the parties will continue to perform their respective obligations under this agreement without prejudice to a final adjustment in accordance with such Award and whereas as noted in the order of first Appellate Authority, an amount of Rs.1.92 Crore have already been paid in excess towards tipping fee, therefore, this Court deems it appropriate to direct both the parties to continue to perform their respective obligations under this agreement till further directions or until arbitral award is published without prejudice to their rights to make adjustments in accordance of said Award. Necessary compliance be made.

Notice of the petition be issued to the respondent for 29.1.2019.

Date of Order :15.1.2019
 (Suman)
 Next Date 29.1.2019
 Purpose *nm*

sdl *sdl* -
 Kanwaljit Singh Bejwa
 Addl District Judge
 Bathinda
K 18119

[Signature]
K 181-19

Proceeding
continued by *[Signature]*
sdl
18119

CNR No. PBBT01-002863-2019
M/s MC vs. JITF Arb 5-2019

Present:- Sh Abhey Singla, Advocate, counsel for petitioner
Sh. Nilava Bandhyopadhya and Sh. KK Garg, Adv, counsel for
respondents no.1 and 2.

At the outset, it is pointed out by learned counsel for
petitioner that the matter is listed before the Arbitrator for 9.12.2019,
where the dispute between the parties is to be adjudicated.

Learned counsel for respondents did not dispute the said
contention, who, however asserted that since the interim direction has
already been passed in this petition u/s 9 of Arbitration and Conciliation
Act, 1996 vide order dated 15.1.2019 by the Predecessor of this Court, so
it will be argued before the Arbitrator that said direction be continued. He
also added that once the Arbitration Tribunal is constituted, the parties can
seek necessary relief from the Tribunal, as its existence extinguishes the
earlier order, pronounced u/s 9 of the Arbitration Act.

Learned counsel for the parties are fairly admitting that
dispute between the parties is to be finally adjudicated by the Arbitrator.

Keeping in view the above peculiar facts, present petition u/s
9 of the Arbitration Act is disposed off with the direction that the interim
order dated 15.1.2019 shall be subject to the final outcome of the
arbitration proceedings, pending between the parties.

File be consigned to the record room.

Pronounced
4.12.2019

(Rakesh Gupta)
Additional District Judge,
Bathinda. PB0124

I attest to the accuracy and authenticity of this
document.
Digitally signed by MANJU
DN: cn=MANJU, ou=JUDICIAL, CID - 6364669,
o=DISTRICT AND SESSION COURT BATHINDA,
st=Punjab, c=IN
Date: 2019.12.07 10:54:33 +0000



JITF URBAN WASTE MANAGEMENT (BATHINDA) LIMITED
Jindal ITF Centre, 28 Shivaji Marg, New Delhi-110015; Tel. No.: 011-66463983/84; Fax No.: 011-66463982

By Registered Post (AD)/Courier/Email

1. Municipal Corporation, Bathinda
Mall Road,
Near Railway Station
Bathinda (Punjab)

Kind Attention: The Municipal Commissioner

2. Department of Local Government
Mini Secretariat, Sector 9,
Chandigarh (Punjab)

Kind Attention: The Secretary

Our Ref. No.:

Dated: 19.03.2019

Subject: Notice for invocation of Arbitration and submission of disputes/claims/differences to Arbitration and for appointment of Arbitrator pursuant to Article 11.2 of the Concession Agreement signed and executed on 23.11.2011 ("*Concession Agreement*") among Municipal Corporation, Bhatinda ("*Concessing Authority*"), M/s JITF Urban Waste Management (Bhatinda) Limited ("*Concessionaire*") and Department of Local Government, Government of Punjab ("*Confirming Party*")

Dear Sir

We, M/s JITF Urban Waste Management (Bhatinda) Limited ("*the Concessionaire*"), write to you under Article 11.2 of the Concession Agreement for invocation of Arbitration and submission of disputes/claims/differences to arbitration since the same could not be amicably resolved by the Concessing Authority and the First and Second Level Appellate Authorities as per the procedure provided under Article 11.1 of the Concession Agreement.

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1. BACKGROUND

- 1.1 The Concessioneing Authority, i.e. the Municipal Corporation of Bhatinda, along with the other 17 Urban Local Bodies ("ULBs") was desirous of establishing a suitable mechanism on regional basis to scientifically manage the collection, transportation, processing and disposal of Municipal Solid Waste ("MSW") generated from the residential and other areas of Bhatinda Cluster and for that purpose to design, develop, finance, construct, operate and maintain the Project Facilities ("Project").
- 1.2 In furtherance of the above object, the Confirming Party conducted a competitive bidding process for undertaking the Project through its Request for Proposal dated 23.05.2011.
- 1.3 The Concessionaire was awarded the Project vide the Letter of Intent dated 28.07.2011 after being successful in the bidding process. Accordingly, the Concession Agreement was executed between the Concessioneing Authority, the Concessionaire and the Confirming Party (along with the Selected Bidder) on 23.11.2011, wherein the Concessionaire was responsible to investigate, study, design, engineer, finance, procure, construct, install, commission, operate and maintain the Project. In accordance with the terms of the Concession Agreement, the Concessionaire also executed 17 Waste off Take Agreements with other cluster ULBs.
- 1.4 It is pertinent to mention here that upon execution of the Concession Agreement the Concessionaire mobilized its assets and manpower and started the CT&D operations in accordance with the terms of the Concession Agreement and the respective Waste off Take Agreements. The Concessionaire has also established and is operating the Processing Facilities at the Processing Facilities Site provided by the Concessioneing Authority at Mansa Road, Bathinda.
- 1.5 However, the Concessioneing Authority did not fulfill its Conditions Precedent stated in Article 2.2.2.1 and 2.2.3.1 of the Concession Agreement or comply with its obligations provided in Article 6 of the Concession Agreement, despite repeated requests of the Concessionaire.

- 1.6 It is further stated that the Concessioneing Authority and the respective ULBs repeatedly defaulted in making timely payments of the Tipping Fee to the Concessionaire despite numerous requests of the Concessionaire. The outstanding amounts due to the Concessionaire have not been cleared by the respective ULBs till date and as on date the total outstanding amount due against the invoices raised by the Concessionaire for Tipping Fee from the Concessioneing Authority is Rs. 2,24,36,450/- along with interest.
- 1.7 Due to the aforesaid breaches by the Concessioneing Authority of the Conditions Precedent and its obligations under the Concession Agreement including its failure to pay the outstanding tipping fee to the Concessionaire, the Concessionaire was compelled to initiate the termination of the Concession Agreement by issuing the Consultation Notice dated 20.05.2017 under Article 9.3 of the Concession Agreement.
- 1.8 It is pertinent to note here that the Hon'ble National Green Tribunal ("NGT") was monitoring the implementation of Solid Waste Management Projects in the State of Punjab through the matter of Capt. Mall Singh & Ors. Vs State of Punjab (Appeal No. 70/2012) and other connected matters.
- 1.9 Subsequent to the Consultation Notice dated 20.05.2017, and during the remedial period, the Hon'ble NGT, vide its order dated 04.08.2017 directed the Concessionaire to continue its operations in respect of Bathinda cluster. The Hon'ble NGT further directed the State Government of Punjab to issue appropriate directions to the power/cement/biomass based power plant in the State to accept RDF from the Concessionaire. Accordingly, in compliance of the directions of the Hon'ble NGT, the Concessionaire continued its operations at Bathinda Cluster.
- 1.10 Thereafter, the Hon'ble NGT vide its order dated 01.12.2017, directed the Concessionaire to establish a Waste to Energy Plant at Bathinda. However, the establishment of Waste to Energy Plant was made conditional by the Hon'ble NGT on

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the fulfillment of certain conditions by the Concessioneing Authority as provided in the said order dated 01.12.2017. These conditions inter alia were as following:

- 1.10.1 The Concessioneing Authority/State Government and local Authorities were directed to collect and deliver 300 MT of MSW per day to the Concessioneaire at its Processing Plant till the commissioning of the WTE Plant;
- 1.10.2 The Concessioneing Authority/State Government and local Authorities were directed to collect and deliver 500 MT of MSW per day to the Concessioneaire after commissioning of the WTE Plant;
- 1.10.3 The State Government was directed to pass requisite directions and ensure that the Bio-mass Plants and cement plants in the State of Punjab accept/use RDF produced by the Concessioneaire, including the then existing stock of RDF of 3388.1 MT from the Concessioneaire
- 1.11 However, the Concessioneing Authority has failed to ensure that the RDF produced by the Concessioneaire is bought by the Bio-mass Plants and cement plants despite repeated requests from the Concessioneaire and the result of which is that the existing stocks of RDF at the processing plant of the Concessioneaire has swelled to 10397.0 MT (as on 18.03.2019).
- 1.12 Further, the Hon'ble NGT vide its order dated 16.01.2018, directed the Concessioneing Authority to complete the process of reconciliation of tipping fee within 30 days and make the payment of 50% of the outstanding tipping fee to the Concessioneaire within a week and the balance 50% was to be paid on reconciliation. However, the record establishes that the Concessioneing Authority has not cleared the outstanding tipping fee of the Concessioneaire till date despite directions from the Hon'ble NGT.
- 1.13 Further, the Hon'ble NGT through the said order dated 16.01.2018 also extended the date of taking over of collection and transportation of MSW by the Concessioneing Authority till 30.04.2018, upon request of the Concessioneing Authority. Accordingly,

the Concessionaire ceased its operations of collection and transportation of MSW from Bathinda Cluster from 30.04.2018 and the Concessioneing Authority started the collection and transportation of MSW from 01.05.2018 and started delivering MSW to the Concessionaire.

- 1.14 However, the record establishes that the Concessioneing Authority has not provided 300 MT of MSW even once to the Concessionaire and rather provided only approximately 100 MT of MSW per day till 03.12.2018. Clearly the Concessioneing Authority does not have the capacity or capability to provide 500 MT of MSW for the consumption of the WTE Plant.
- 1.15 The Concessionaire vide its letters dated 16.05.2018 & 12.06.2018 requested the Concessioneing Authority to call for a meeting to hold negotiations and deliberations for the amendment of the existing Concession Agreement to cover the eventualities related to the establishment of the WTE Plant. However, the Concessioneing Authority did not even respond to the requests of the Concessionaire with regard to the same.
- 1.16 The Concessioneing Authority has breached the terms, conditions and obligations of the Concession Agreement, including but not limited to failure to create a tipping fund in terms of the Concession Agreement, failure to appoint Independent Expert, failure to declare a no-development zone around the Processing Facilities till date, in terms of the Concession Agreement, etc. Further, the Concessioneing Authority continues to be in non-compliance of the directions of the Hon'ble NGT despite repeated requests from the Concessionaire. Clearly, the Concessioneing authority has not complied with the terms and conditions of the Concession Agreement and has neither complied with the orders of the Hon'ble NGT.
- 1.17 Due to the aforesaid breaches, defaults and non-compliances by the Concessioneing Authority, the Concessionaire was constrained to issue a Consultation Notice dated 24.08.2018 under Article 9.3 of the Concession Agreement. However, the Concessioneing Authority, instead of remedying its Events of Defaults, has levelled

baseless and frivolous allegations against Concessionaire vide its reply dated 19.11.2018 to the Consultation Notice.

- 1.18 It is stated that the Concessionaire was constrained to terminate the Concession Agreement vide its Termination Notice dated 05.12.2018 under Article 9.8 (a) of the Concession Agreement as despite the lapse of the remedial period of 90 days, the Concessioneing Authority did not cure any of its events of defaults as stated in the consultation notice.

2. FAILURE TO RESOLVE DISPUTES AMICABLY

- 2.1. It is submitted that various disputes/claims/differences have arisen between the Concessionaire and the Concessioneing Authority out of or in connection with the Concession Agreement which required amicable resolution as per the Dispute Resolution procedure provided under Article 11.1(a) of the Concession Agreement and therefore, the Concessionaire issued a Notice for Amicable Resolution of Disputes dated 08.10.2018.
- 2.2. On 12.11.2018 a meeting was convened under the Chairmanship of Worthy Commissioner, Municipal Corporation, Bhatinda in pursuance of the amicable settlement notice dated 08.10.2018. However, the disputes between the Concessionaire and the Concessioneing Authority could not be resolved and the said meeting ended without any decision.
- 2.3. Therefore, the Concessionaire approached the First Level Appellate Authority under Article 11.1(b) of the Concession Agreement vide its Appeal dated 05.12.2018. A meeting was conducted by the First Level Appellate Authority on 27.12.2018 with the Concessionaire and the Concessioneing Authority. However, the disputes/differences/claims could not be resolved by the First Level Appellate Authority and the stipulated period of 30 days as per the Concession Agreement also lapsed.

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- 2.4. Thereafter, the Concessionaire was constrained to approach the Principal Secretary, Department of Local Government being the Second Level Appellate Authority under the Concession Agreement for the resolution of its disputes vide its appeal dated 04.1.2019. A meeting was conducted by the Second Level Appellate Authority on 04.02.2019 with the Concessionaire and the Concessioneing Authority. However, the disputes/differences/claims could not be resolved by the Second Level Appellate Authority also and the stipulated period of 45 days as per the Concession Agreement also lapsed.
- 2.5. Thus, the disputes/claims/differences of the Concessionaire could not be resolved amicably by the Concessioneing Authority and/or the First and Second Level Appellate Authorities as per the dispute resolution procedure provided under Article 11.1 of the Concession Agreement and therefore, the Concessionaire is constrained to invoke the Arbitration and submit its disputes/claims/differences to Arbitration pursuant to the terms of the Concession Agreement and the Arbitration and Conciliation Act 1996, as amended by the Arbitration and Conciliation (Amendment) Act, 2015 (the "*Act*").

3. **ARBITRATION AGREEMENT AND APPOINTMENT OF TRIBUNAL**

Arbitration Agreement

- 3.1. The Parties' disputes/claims/differences are subject to an arbitration agreement, set out in Article 11.2 of the Concession Agreement.
- 3.2. Article 11.1 and 11.2 of the Concession Agreement provides as follows: -

"Article 11: DISPUTE RESOLUTION

11.1 Amicable Resolution

- (a) *Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in Article 11.1 (b) below.*

(b) *Either Party may require such Dispute to be referred to the Municipal Corporation, Bhatinda Corporation and the Chief Executive Officer of the Concessionaire for the time being, for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any event within fifteen (15) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15 (fifteen) days of such meeting between the two, either Party may refer the Dispute to the First Level Appellate Authority or the Director, Department of Local Government, Punjab. If the Dispute remains unresolved beyond 30 days of its reference to the First Level Appellate Authority, either party may refer it to the Second Level Appellate Authority i.e. the Principal Secretary, Local Government. If the Dispute remains unresolved after 45 days of such reference, the Dispute shall be referred to arbitration in accordance with the provisions of Article 11.2 below.*

11.2 Arbitration

(i) Procedure

*Subject to the provisions of Article 11.1, any Dispute, which is not resolved amicably or by First and Second Level Appellate Authorities, shall be finally settled by binding arbitration under the Arbitration Act. **The Arbitration shall be by a panel of three (3) arbitrators, one (1) to be appointed by each Party and the third to be appointed by the two arbitrators appointed by the Parties.** The Party requiring Arbitration shall appoint an arbitrator in writing, inform the other Party about such appointment, and call upon the other Party to appoint its Arbitrator. If within thirty (30) days of receipt of such intimation, the other Party fails to appoint its Arbitrator, the Party seeking appointment of arbitrator may take further steps in accordance with Arbitration Act.*

(ii) Place of Arbitration

***The place of arbitration shall ordinarily be Chandigarh,** however with mutual consent of the Parties, the arbitration hearings, if required, may be held elsewhere.*

(iii) Language

***The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English** and, if oral hearings take place, English shall be the language to be used in the hearings. Any party using Punjabi/other*

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than English as language shall supply the other party an authorized transcript of true translation of its submissions into English at its costs and expenses.

(iv) *Enforcement of Award*

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

- 3.3. Accordingly, the Parties have agreed to settle their dispute/difference/claim by arbitration by three arbitrators in English language under the Act, with a seat of Arbitration ordinarily in Chandigarh.

Appointment of the Arbitral Tribunal

- 3.4. Pursuant to Article 11.2 (i) of the Concession Agreement, the Concessionaire is entitled to appoint one Arbitrator and the Concessions Authority is entitled to appoint one Arbitrator, and the third (3rd) Arbitrator is to be appointed by two (2) Arbitrators so appointed.
- 3.5. The Concessionaire hereby appoints as its Arbitrator Hon'ble Justice Badar Durrez Ahmed (Retd.) whose contact details are as follows:

Address: 14, Friends Colony (West), New Delhi -110065

E-mail: badardurrez.arb@gmail.com

- 3.6. The Concessionaire calls upon the Concessions Authority to appoint an Arbitrator pursuant to Article 11.2 (i) of the Concession Agreement and as per the Act without delay and in any case within 30 (thirty) days from the receipt of this notice.
- 3.7. Please note if the Concessions Authority does not appoint its Arbitrator within 30 (thirty) days from the receipt of this Notice as required under the Act, the Concessionaire will be constrained to make an application to the Court for appointment of the Arbitrator in accordance with the procedure provided under the Act.

4. DISPUTES

The brief summary of disputes/differences/claims (which arose between the Concessionaire and the Concessing Authority) is stated herein below:

- 4.1. **Default in Making Payment of the Outstanding Tipping fees along with the interest.** As per Article 6.1 (f) of the Concession Agreement, it is the obligation of the Concessing Authority to make timely payment to the Concessionaire in accordance with the provisions of the Concession Agreement. Further, as per Article 7.4 of the Concession Agreement, the Concessing Authority is obligated to make payment of the positive 'Tipping Fee' to the Concessionaire within 30 days from the receipt of Monthly Tipping Fee Statement raised by the Concessionaire against the services rendered for the preceding month. The Concessing Authority failed in making timely payments to the Concessionaire towards the tipping fee. Further, the Concessing Authority has not cleared the outstanding amounts despite numerous requests and reminders of Concessionaire despite the Hon'ble NGT's order dated 16.01.2018. The Hon'ble NGT had directed the Concessing authority to release 50% of the total outstanding tipping fee (which at the relevant time was Rs. 1 Crore and 41 lakhs until 16.01.2018) within a week from 16.01.2018, but the Concessing Authority paid only meagre Rs. 15.35 Lakhs (approx.) to the Concessionaire on 29.01.2018 and the remaining is still unpaid.
- 4.2. It is further submitted that the Concessing Authority has raised baseless allegations that Rs. 1.92 Cr has been paid in excess by the Concessing Authority to the Concessionaire and the Concessionaire denies the same. The Concessing Authority's alleged demand of Rs. 1.92 Cr., purported to have been paid in excess to the Concessionaire, is baseless and wrong. It is pertinent to note here that no invoices of the Concessionaire after May 2016 have been considered in the alleged reconciliation, which itself is sufficient to negate the veracity of such reconciliation. It is further stated that the Concessing Authority vide its letters dated 29.01.2018 and

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13.02.2018 demanded a letter of acceptance from the Concessionaire for any deduction or penalty which the Concessioneing Authority may impose, which was completely against the terms of the Concession Agreement and directions of the Hon'ble NGT.

- 4.3. Even after a lapse of more than 9 months and despite the unambiguous directions of the Hon'ble NGT the outstanding tipping fees of the Concessionaire has not been cleared by the Concessioneing Authority till date, in complete disregard to the provisions of the Concession Agreement. As on date an amount of approximately Rs. 2,24,36,450/- is outstanding from the Concessioneing Authority, against the invoices raised by the Concessionaire for Tipping Fee.
- 4.4. Further, the Concessioneing Authority is also liable to pay interest on the outstanding amount at the prevailing PLR of the State Bank of India as per Article 7.7(i) of the Concession Agreement. In addition, since inception of the Project, the Concessioneing Authority has always been irregular in the payment of Tipping fees and therefore, the Concessionaire is also entitled for interest on such delayed payments of Tipping fees.
- 4.5. The non-payment of the outstanding tipping fees to the Concessionaire is not only a contempt of the Hon'ble NGT, but also a breach by Concessioneing Authority of its specific obligation under Article 6.1 (f) of the Concession Agreement.
- 4.6. In addition to the above, the Concessioneing Authority has made unlawful deductions from the Concessionaire's invoices and has not paid escalated tipping fees. It is submitted that the Concessioneing Authority has failed to make payments which were due to the Concessionaire (as stated above) and more than 90 days have elapsed since such payment default. The Concessioneing Authority, thus, is in material breach of its obligation under the Agreement.
- 4.7. The Concessionaire is under the process of calculating/quantifying the total sum payable by the Concessioneing Authority under this head and reserves its right to state the same in the Statement of Claims.

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- 4.8. **Failure to ensure regular purchase of the RDF by Bio-mass Plants as directed by the Hon'ble NGT.** As per order dated 04.08.2017, the Hon'ble NGT directed the Concessionaire to continue its operations regarding Processing and Disposal of MSW for Bathinda Cluster and generate RDF by such Processing of MSW. Further vide the said order, the Hon'ble NGT also directed the State Government of Punjab to issue appropriate directions to the power/cement/biomass based power plants in the state to accept RDF from the Concessionaire at the rate as may be defined by the State.
- 4.9. Further, the Hon'ble NGT vide order dated 01.12.2017, directed the State Government to pass an order for the distribution of the RDF produced by the Concessionaire including the RDF lying at its place i.e. 3388.1 MT to the Bio-Mass Plants and the Cement Plants in the State of Punjab. It also directed the State Government/Concessioning Authority to ensure the implementation of the Hon'ble Tribunal's order. However, most of the biomass based power plants have stopped purchasing the RDF from the Concessionaire since 25.03.2018, even though the RDF supplied by the Concessionaire meets the specified calorific value. This has led to a continuous pilling up of the stock of the RDF at the plant of the Concessionaire to the extent that as on 18.03.2019, 10397.0 MT of RDF was lying at the Plant. It is further pertinent to note here that the continuous pilling up of the stocks of the RDF at the plant of the Concessionaire, is causing problems at the Plant of the Concessionaire including space constraints. In addition to the above, is pertinent to note here that the said biomass based power plants have also refused to pay the Transportation cost to the Concessionaire for supplying of the RDF.
- 4.10. The Concessionaire vide various letters requested the State Government and the Concessioning Authority to pass necessary order/ directions to ensure the implementation of the orders of the Hon'ble NGT by ensuring that the Bio-mass plants and cement plants regularly purchase RDF from the Concessionaire and also bear the cost of the transportation of the RDF as agreed by them during the hearing dated 24.11.2017.

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- 4.11. However, despite repeated requests from the Concessionaire, the Concessioneing Authority as well as the State Government failed to ensure the implementation of directions of the Hon'ble NGT and has failed miserably to ensure that the RDF produced by the Concessionaire is bought by the Bio-Mass and cement Plants. This inaction of the Concessioneing Authority has caused serious hindrances in the operations of the Processing and Disposal Facilities, as the stocks of RDF are piling up with each passing day. Needless to mention that the Concessionaire is incurring huge losses on account of the failure of the Concessioneing Authority. The Concessionaire is under the process of calculating/quantifying the total sum payable by the Concessioneing Authority under this head and reserves its right to state the same in the Statement of Claims.
- 4.12. **Failure to pay Compensation for failing to provide 300 MT/day.** The Hon'ble NGT, vide order dated 01.12.2017 had directed the Concessioneing Authority to supply 300 MT of MSW/day to the Concessionaire at its Processing Facility at Bathinda to generate RDF and compost.
- 4.13. However the record establishes that the Concessioneing Authority has not been able to provide the stipulated quantity of 300 MT of MSW/day to the Concessionaire even once. It is further stated that as on 04.12.2018, the Concessioneing Authority could only provide approximately 100 MT of MSW/day since taking over the C&T operations from 01 May 2018, and has failed to comply with the directions of the Hon'ble NGT. Due to the failure of the Concessioneing Authority to provide 300 MT/day of MSW, the Concessionaire is suffering losses including loss of revenue. The Concessionaire is under the process of calculating/quantifying the sum payable by the Concessioneing Authority under this head, including but not limited to Compensation for the shortfall quantity of the MSW and reserves its right to claim the same in the Statement of Claims.
- 4.14. **Failure of the Concessioneing Authority to Co-operate with the Concessionaire for the establishment of the Waste To Energy Plant.** The Hon'ble NGT vide its order dated 01.12.2017, directed the Concessionaire to establish a Waste to Energy Plant at

Bathinda. However, the establishment of Waste to Energy Plant was made conditional by the Hon'ble NGT on the fulfillment of certain conditions by the Concessioneing Authority as provided in the said order dated 01.12.2017. The Concessioneing Authority failed to fulfill the conditions stated in order dated 01.12.17. The Concessioneing Authority has failed to respond to the requests of the Concessioneaire, and has failed to co-operate in the establishment of a Waste to Energy Plant. The Concessioneaire is under the process of calculating/quantifying the total sum payable by the Concessioneing Authority under this head and reserves its right to state the same in the Statement of Claims.

4.15. **Delay in Providing Vacant and Unencumbered possession of the Project Site, and failure to provide the balance land.** As per Article 2.2.3.1 of the Concession Agreement, the Concessioneing Authority, as a Condition Precedent, was required to execute the Project Site Lease Agreement and Processing Facilities Site Lease Deed and to hand over vacant and unencumbered possession of the Project Site to the Concessioneaire within 120 days from the date of the execution of the Concession Agreement. As per the Concession Agreement, the Concessioneing Authority was required to provide 55.81 acres of land for the Project Site, however only 32 acres of land has been provided by the Concessioneing Authority for the Processing and Disposal Facilities and that too after extraordinary delay. The Concessioneing Authority, therefore, is in material breach of its obligation under the Agreement.

4.16. Further, possession of 20 acres of land at Mansa Road for the Processing Facilities was provided to the Concessioneaire in November 2014 i.e. after a delay of more than 2 years, from the date of the execution of Lease Deed i.e. 01.02.2012. Please note that the said land was the subject matter of litigation before the Hon'ble NGT in the case of Capt. Mall Singh vs. State of Punjab and was handed over to the Concessioneaire only after the judgment dated 25.11.2014 of the Hon'ble NGT. It is further stated that the said land when was handed over to Concessioneaire was not vacant as the said land was being used as a dump site for last many years and there were heaps of old garbage lying at the said land.

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- 4.17. The Concessioneing Authority was required to provide 36.81 acres of land for the establishment of Disposal Facilities i.e. Sanitary Land Fill at Mandi Khurd. However, the Concessioneing Authority provided only 10 acres of land at Mansa Road for the Disposal Facilities vide lease deed dated 14.07.2016. The Concessioneing Authority provided the limited land (that too not at the agreed place) only on 14.07.2016 i.e. after a delay of 4 years and 8 months, from the date of the Concession Agreement despite the Concessionaire requesting for the same since 2013. The agreed land for the Disposal Facilities earmarked at Mandi Khurd, has not been provided till date.
- 4.18. It is stated that due to the delay by the Concessioneing Authority in providing land for the establishment of Processing and Disposal Facilities, the Concessionaire could commission the Processing and Disposal Facilities only in November 2015, and thus suffered losses including loss of revenue which the Concessionaire could have generated from the commercial operations of the Processing Facilities. The Concessionaire is under the process of calculating/quantifying the total sum payable by the Concessioneing Authority under this head and reserves its right to state the same in the Statement of Claims.
- 4.19. **Failure to declare no-development zone around the Processing and Disposal Facilities.** As per Article 6.1 (g) of the Concession Agreement, the Concessioneing Authority is obligated to declare and maintain or cause to declare and maintain a no-development zone around the Processing Facilities Site and Project Site in accordance with Applicable Laws. However, the Concessioneing Authority has till date not declared a no-development zone in terms of the Concession Agreement and extant law, around the Processing Facilities Site and Project Site despite assurances.
- 4.20. The Concessionaire submits that due to the failure of the Concessioneing Authority to declare and maintain the area around the Processing and Disposal Facilities as a no development zone, the operations of the Processing and Disposal Facilities were stalled frequently by the agitating local residents and politically motivated activists citing one or the other alleged reasons. The operations of the Processing and Disposal Facilities were affected due to unrest and hindrances created by the local population and

*Abhishek
6/2/20*

politicians. In fact even the district and local administration did not cooperate with the Concessionaire with regards to the same. Further due to the failure of the Concessioning Authority to declare the area around the Processing and Disposal Facilities as a no development zone there was significant residential growth around the Processing and Disposal Facilities. The Concessionaire is under the process of calculating/quantifying the total sum payable by the Concessioning Authority under this head and reserves its right to state the same in the Statement of Claims.

4.21. **Non Creation of the Tipping Fund and Depositing Money in the Tipping fund-** As per Article 2.2.2.1 (e) & (f) read with Annexure 13 (E) of the Concession Agreement, the Concessioning Authority was required to create a Tipping Fund and deposit an amount equivalent to the amount payable to the Concessionaire for three (3) months of the CT &D services provided by the Concessionaire. The tipping fund was to be operated jointly by the Concessioning Authority and the Concessionaire. However, the Concessioning Authority did not fulfill its Condition Precedent, in terms of the Concession Agreement even after a lapse of more than six (6) years from the date of execution of the Concession Agreement. The Concessioning Authority is in material breach of its obligation under the Agreement. The Concessionaire is under the process of calculating/quantifying the total sum payable by the Concessioning Authority under this head and reserves its right to state the same in the Statement of Claims.

4.22. **Failure to Appoint Independent Expert-** As per Article 2.2.2.1 (g) of the Concession Agreement, the Concessioning Authority was required to appoint Independent Expert as per Article 4 and in accordance with Annexure 11 of the Concession Agreement. However, the Concessioning Authority has till date not appointed the Independent Expert, as per the terms of the Concession Agreement. The Concessioning Authority is in material breach of its obligation under the Concession Agreement. The Concessionaire is under the process of calculating/quantifying the total sum payable by the Concessioning Authority under this head and reserves its right to state the same in the Statement of Claims.

*Neelish
G-2*

- 4.23. **Failure to make Termination Payment and Development Cost** – Following termination of the Concession Agreement, the Concessionaire is entitled to Termination Payments as per Article 9.8 (d) of the Concession Agreement and to Development Cost under Article 2.2.5 (c) of the Concession Agreement. Accordingly, the Concessionaire vide its Termination Notice dated 05.12.2018 had called upon the Concessions Authority to make the Termination Payment and pay the Development Costs. However, the Concessions Authority has till date not paid the Termination Payments or the Development Costs. The Concessionaire is under the process of calculating/quantifying the total sum payable by the Concessions Authority under this head and reserves its right to state the same in the Statement of Claims.
- 4.24. **Failure to release Performance Security Bank Guarantee-** It is further stated that the proviso to Article 7.1 of the Concession Agreement provides that if the Concession Agreement is terminated due to any event other than the Concessionaire's events of default, the Performance Security, if subsisting on the termination date, shall be duly discharged and released to the Concessionaire as per the terms thereof within 30 days from the termination date. Accordingly, the Concessionaire vide its Termination Notice dated 05.12.2018 had called upon the Concessions Authority to release the Performance Security. However, the Concessions Authority has not released the subsisting performance security bank guarantee till date. Further, the Concessions Authority is also liable to pay incidental charges related to the Performance Security such as bank charges, loss of interest on margin money etc. The Concessionaire is under the process of calculating/quantifying the total sum payable by the Concessions Authority under this head and reserves its right to state the same in the Statement of Claims.
- 4.25. **Other Claims-** In addition to the above, the Concessionaire is also entitled to other claims including but not limited to damages for loss of opportunity, loss of profit, loss or reputation or goodwill and any other loss arising in due course of events under the Concession Agreement. The Concessionaire is under the process of calculating/quantifying the total sum payable by the Concessions Authority, and reserves its rights to state the same in the Statement of Claims.

5. CONCLUSION

- 5.1. It is pertinent to mention here that due to the aforesaid acts and omissions of the Concessing Authority, the Concessionaire has faced severe hardships. The acts of the Concessing Authority are not only in contravention of the terms of the Concession Agreement but also in utter disregard to the orders of the Hon'ble NGT.
- 5.2. It is stated that aforesaid dispute/differences/claims raised by the Concessionaire have not been resolved, despite the Concessionaire's repeated requests and efforts for amicable resolution of the same (as per Article 11.1 of the Concession Agreement). Further, the time provided under Article 11.1 (b) of the Concession Agreement for resolution of differences/disputes/claims amicably has also lapsed.
- 5.3. Accordingly and as per Article 11.2 of the Concession Agreement (*which provides that any Dispute, which is not resolved amicably or by First and Second Level Appellate Authorities, shall be finally settled by binding arbitration under the Arbitration Act*), the Concessionaire has been constrained to invoke Arbitration and hereby issues this Notice for resolution of the aforesaid disputes/differences/claims by Arbitration.
- 5.4. As stated in Section 2, the Concessionaire hereby appoints Justice Badar Durrez Ahmed (Retd), as its Arbitrator, whose contact details are set out in Section 3.5 to adjudicate the dispute, which has arisen out of this Concession Agreement, as mentioned above, between the parties.
- 5.5. The Concessionaire calls upon the Concessing Authority to appoint an arbitrator pursuant to Article 11.2 (i) of the Concession Agreement and as per the Act, without delay and in any case within 30 (thirty) days from the receipt of this notice.
- 5.6. Please note that in case the Concessing Authority does not appoint an arbitrator within 30 (thirty) days from the receipt of this notice as required under the Act, the

Concessionaire will be constrained to make an application to the court for appointment of the arbitrator in accordance with the procedure provided under the Act.

- 5.7. Notwithstanding and without prejudice to the above, Concessionaire reserves its right to mention its claims in detail in its Statement of Claims and to add/append/amend/modify any claims, submissions, or reliefs, as stated in this Notice of Arbitration. Nothing in this notice amounts to limiting Concessionaire's right in law or contract including to raise further claims/disputes/actions including but not limited to seeking damages. The Concessionaire reserves its rights to serve a detailed Statement of Claims in due course in accordance with the procedure provided under the Act.

Thanking You.

Yours Sincerely,



For and on behalf of
JITF Urban Waste Management (Bhatinda) Limited
Authorized Signatory

Copy to: Punjab Municipal Infrastructure Development Company, SCO : 89-90, Sector 34A,
Chandigarh - 160034



JITF/MSW/15072016

Date: 15.07.16

To,

The Member Secretary

Punjab Pollution Control Board

Vatavaran Bhavan, Patiyala, Punjab.

Sub: request for amendment in environmental clearance of Bathinda MSW Processing Facility.

Respected Sir,

We JITF Urban Waste Management (Bathinda) Ltd has been awarded Public Private Partnership (PPP) contract for collection, transportation, processing and final disposal of municipal solid waste generated from Bathinda Cluster on 23.11.2011.

The company has started collection and transportation of municipal solid waste on 11.12.2011 in Bathinda Cluster. Disposal of collected garbage has been carried to the dumping site provided by Municipal Corporations and respective Councils. Disposal of Bathinda city garbage has been carried to Mansa Road dumping ground for final disposal of garbage provided by Municipal Corporation of Bathinda.

But due to agitation from local public and litigation under Hon'ble NGT, the company could not start development of processing and disposal facility at Mansa Road dumping site.

We have proposed ASP (Agitated/Aerated Static Pile) Composting technology instead of windrow composting with detail design and implementation schedule to Hon'ble National Green Tribunal for the said facility. We have also advised to develop sanitary landfill site for inert disposal at present dumping site instead of Mandi Khurd site and demanded 10 acre extra land for development of SLF. Now we have total 30 acre land at Mansa Road site for MSW Processing and sanitary landfill facility.

After historical judgement of Hon'ble National Green Tribunal on 25.11.2014 the company has started the construction of said facility on 14.12.2014 after getting consent to establish certificate from Punjab Pollution control Board.

Bathinda MSW Processing and Disposal Facility has completed and ready for operation. The facility is ready to utilize and treat approximately 350 TPD MSW collected from Bathinda Cluster.

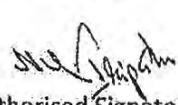
The facility has been visited from PPCB official, officials from urban local body and municipal corporation time to time and all appreciated us about the efforts have been made towards environmental protection and effective implementation of Municipal solid waste management in Bathinda City.

We are here by submitting request for amendment in environmental clearance for change in ASP technology instead of windrow composting and to develop sanitary landfill at Mansa Road site instead of Mandi Khurd site (landfill for specific period) for the said facility.

Thanking you,

With best regards,

FOR JITF URBAN WASTE MANAGEMENT (BATHINDA) LTD


Authorised Signatory

(Nitesh Kumar Tripathi)

8558804303

JITF Urban Waste Management (Bathinda) Ltd

MSW Processing Facility

Mansa Road, ITI Chowk, Bathinda

- Encl: 1. Detail Project Report.
2. Copy of Environmental Clearance.
3. Plant GA layout
4. Copy of CtE and CtO.



JITF/MSW/26082016

Date: 26.08.16

To,
The Commissioner
Municipal Corporation Bathinda
Bathinda

Sub: Amendment in Environmental Clearance for Sanitary Landfill Site for Bathinda MSW facility.

Dear Sir,

This has reference to the order issued by Hon'ble National Green Tribunal on 25.11.2014 against appeal no 70 of 2014 for establishment of municipal solid waste processing facility at Mansa Road Bathinda and Environmental Clearance issued for the total land required for the project i.e. 20 acre for processing facility and 36 acre for landfill facility.

We have established 350 TPD MSW processing and disposal facility after obtaining CtE (consent to establish) and CtO (consent to operate) from state pollution control board (PPCB). Initially the CtO has been granted to the project for the period of 3 months based on the certain compliance conditions criteria (copy of CtO attached).

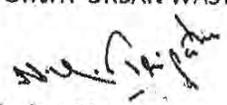
As per the conditions laid under CtO, we have to get amendment in environmental clearance for setting up of landfill facility at **Mansa road instead of village Mandi Khurd**. Originally environmental clearance had been obtained by Municipal Corporation Bathinda for establishment of municipal solid waste facility and transferred to M/S JTF Urban waste management (Bathinda) Ltd on 1.8.2013.

Hence, it is requested to get environmental clearance amended for the establishment of sanitary landfill site at Mansa Road instead of village Mandi khurd or arrange to handover 36 acre of land available at village Mandi Khurd for which environmental clearance has already been obtained.

Thanking You,

With regards,

FOR JTF URBAN WASTE MANAGEMENT (BATHINDA) LTD


Project Manager

CC: The Secretary, ULB, Chandigarh

From: Nitesh Kumar Tripathi
Sent: Monday, August 29, 2016 1:07 PM
To: cmcbathinda@gmail.com
Cc: swm.pmidc@gmail.com; pmidcbathinda@gmail.com; jm.balamurugan@ias.gov.in; Rakesh Kumar Aggarwal
Subject: FW: Revised letter to CMC regarding EC amendment
Attachments: for EC Amendment.pdf; CtO Certificate(Water).pdf

Dear Sir,

Please find attached request letter for amendment in environmental clearance for development of sanitary landfill at Bathinda MSW facility located at Mansa Road,Bathinda.

Regards,

Nitesh Kumar Tripathi
JITF Urban Waste Management(Bathinda) Ltd
MSW Processing Facility
ITI Chowk,Mansa Road,Bathinda



JITF/MSW/29082016

Date: 29.08.16

To,

The Commissioner

Municipal Corporation Bathinda

Bathinda

Sub: Amendment in Environmental Clearance for development of Sanitary Landfill Site at Bathinda MSW facility.

Dear Sir,

This has reference to the order issued by Hon'ble National Green Tribunal on 25.11.2014 against appeal no 70 of 2014 for establishment of municipal solid waste processing facility at Mansa Road Bathinda and Environmental Clearance issued for the total land required for the project i.e. 20 acre for processing facility and 36 acre for landfill facility.

We have established 350 TPD MSW processing and disposal facility after obtaining CtE (consent to establish) and CtO (consent to operate) from state pollution control board (PPCB). Initially the CtO has been granted to the project for the period of 3 months based on the certain compliance conditions criteria (copy of CtO attached).

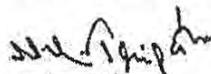
As per the conditions laid under CtO, we have to get amendment in environmental clearance for setting up of landfill facility at Mansa road instead of village Mandi Khurd. Originally environmental clearance had been obtained by Municipal Corporation Bathinda for establishment of municipal solid waste facility and transferred to M/S JITF Urban waste management (Bathinda) Ltd on 1.8.2013.

Hence, it is requested to get environmental clearance amended for the development of sanitary landfill site at Mansa Road instead of village Mandi khurd as 36 acre of land available at village Mandi Khurd for which environmental clearance has already been obtained is under litigation with Hon'ble High Court.

Thanking You,

With regards,

FOR JITF URBAN WASTE MANAGEMENT (BATHINDA) LTD


Project Manager

CC: The Secretary, ULB, Chandigarh



JITF URBAN WASTE MANAGEMENT (BATHINDA) LIMITED
Jindal ITF Centre, 28 Shivaji Marg, New Delhi-110015; Tel. No.: 011-66463983/84; Fax No.: 011-66463982

By Registered Post (AD)/Courier/Email

1. Municipal Corporation, Bathinda
Mall Road,
~~Near Railway Station~~
Bathinda (Punjab)

Kind Attention: Municipal Commissioner

Date: 1 June 2018

Our Ref. No.:

Reference 1: Consent to operate granted to the Project Proponent under the Air (Prevention and Control of Pollution) Act, 1981 and Water (Prevention and Control of Pollution) Act, 1974

Dear Sir,

1. You are aware of the Consent to Operate dated 19.05.2017 granted to the Project Proponent under the Air (Prevention and Control of Pollution) Act, 1981 and Water (Prevention and Control of Pollution) Act, 1974, which was already forwarded to the Municipal Corporation of Bathinda earlier.
2. Please note the following contents of the CTO:

"1. The project promoter along with the Municipal Corporation of Bathinda shall set up ambient air quality monitoring stations in all the four directions, immediately so as to monitor the ambient air quality data on regular basis and submit the compliance to the Board within one month.

2. The project promoter with overall responsibility of the Municipal Corporation of Bathinda will get the Environment Clearance amended in respect of change in the composting technology from the windrow composting to agitated static piling (ASP) composting process and change in sanitary landfill site from Mandi Khurd to Mansa Road, Bathinda as submitted in Model Action Plan & DPR, within one month. Until then the inerts be stored within the premises in a scientific manner."

*Narinder
Gaur*



JTF URBAN WASTE MANAGEMENT (BATHINDA) LIMITED
 Jindal JTF Centre, 2B Shivaji Marg, New Delhi-110015, Tel. No.: 011-66463983/84; Fax No.: 011-66463982

3. However, we have not heard anything from you in this regard. Therefore, please take appropriate step in this regard ASAP and also apprise us about the same.

Thanking You.

Yours Sincerely,

Mandeep Singh

For and on behalf of
 JTF Urban Waste Management (Bathinda) Limited
 Authorized Signatory

Copy to:

1. **Deputy Director Regional**
 Local Bodies (Department of Local Government)
 Amrik Singh Road, Veer Colony
 Old Improvement Trust Building,
 Bathinda (Punjab)

2. **Punjab Municipal Infrastructure Development Company**
 SCO : 89-90, Sector 34A,
 Chandigarh - 160034

From: Neelesh Gupta
Sent: 28 March 2020 10:42
To: Commissioner MC Bathinda
Cc: Umesh Chopra Jindal; Verinder Luthra; PMIDC Bathinda; DC.btd@punjab.gov.in; secy.lg@punjab.gov.in; dgp.punjab.police@punjab.gov.in
Subject: Impossibility to Perform Notice w.e.f. 25.03.2020 due to lockdown of the entire country and "Covid-19"
Attachments: MHA Order.pdf; Force Majeure Clause -FMC.PDF
Importance: High

Municipal Corporation, Bathinda

Mall Road,
Near Railway Station,
Bathinda (Punjab)

Kind Attention: The Commissioner**Date: 27.03.2020**

Reference(s) :

- a. Our Email dated 23.03.2020 at 01:23 PM**
- b. Your letter No. 23 dated 23.03.2020 sent by email at 03:44 PM**
- c. Our Email dated 23.03.2020 at 06:50 PM**

Subject: Impossibility to Perform Notice w.e.f. 25.03.2020 due to lockdown of the entire country and "Covid-19"

Without Prejudice

Dear Sir,

1. We, M/s. JITF Urban Waste Management (Bathinda) Limited ("**Concessionaire**") write to you in relation to the lockdown of the entire country due to the epidemic "Covid-19".
2. You are aware that we are operating the Processing Facility at Mansa Road, Bathinda pursuant to the orders of the District Court, Bathinda dated 15.01.2019 and 04.12.2019 in the matter of Municipal Corporation of Bathinda vs. JITF Urban Waste Management (Bathinda) Ltd. after we terminated the Concession Agreement w.e.f. 19.01.2019.
3. As you are aware on March 11, 2020, the World Health Organization declared COVID-19 to be a pandemic and not only our entire country but even the rest of the world has been severely affected by spread of COVID-19 (Corona Virus).
4. Thereafter, on 24.03.2020, the Hon'ble Prime Minister, announced the complete lockdown of the entire country for 21 days from 25.03.2020. As per the directive issued by the Government the initial lockdown announced on 22nd March 2020 in 75 districts has now been extended to entire country from 25.03.2020 for next 21 days. The order dated 24.03.2020 of the Ministry of Home Affairs is attached herewith and

marked as **Annexure 1**. As a result, the entire country including us has been severely impacted by this natural calamity which has been declared as a Pandemic by the WHO.

5. In this regard you may note that despite the fact that waste management plants (such as ours) were not included in the essential services, yet basis the passes provided by MC Bhatinda for our 81 Labour/workmen (Valid till 31.03.2020) on 24.03.2020, and upon your instructions we attempted to operate the processing facility despite the lockdown of the entire country. Mr. Sandeep Gupta from MC Bhatinda instructed to operate the Processing Facility in one shift starting from 8:00 Am till 14:00 PM and provided us 81 passes for our labour and workmen.
6. However, the operations of the plant have also been severely affected on account of Covid-19 and the lockdown of the entire country vide the Order stated above.
7. The plant is facing acute shortage of manpower on account of the various restrictions put in place with respect to assembly and road logistic by the union and state administrations, pursuant to the lock down orders. Our manpower despite the passes, are also unable to report at plant because of being immobile/ having no means of transport and due to non-cooperation by the local police authorities; who despite the passes are not allowing our manpower to reach the plant.
8. Further, as well on account of fear for life due to COVID 19 spread/community spread chances in Punjab and rest of the country, our manpower is failing to report at plant. In addition, the non-availability/means for dealing with breakdown/repair of JCB, cranes, etc is also obstruction in operations.
9. Therefore, please note on account of this epidemic (which has now been declared as a pandemic) and its effect including the lock down of the country, we are prevented from complying with the order dated 04.12.2019 of the District Court, Bathinda due to impossibility of performance and force majeure. As a result of this we are unable to process the MSW or operate the Processing Facility.
10. Please note that in the given circumstances we, with great difficulty, are only able to handle /store the MSW coming from the city. In doing that as well please note, we will not be responsible or liable for any action (civil or criminal) if while dealing with MSW any labour/manpower gets sick / or is reported positive for COVID 19.
11. We wish to bring to your notice that anticipating the severity and far reaching effects of this pandemic the Ministry of Finance, Government of India, vide its Office Memorandum No. 18/4/2020-PPD dated 19th February, 2020 (copy enclosed as **Annexure 2**) from Procurement Policy Division, Department of Expenditure, Ministry of Finance, has clarified that COVID 19 should be considered as a case of natural calamity and Force Majeure
12. In view of the above, we are hereby notifying you about our impossibility to perform and regarding the force majeure condition effective from 25.03.2020, on account of the natural calamity/ pandemic COVID -19 and its consequent effect including the lock down of the whole country.
13. Please note that these circumstances are an extraordinary event, the same is beyond our control, we could not have prevented or overcome by exercise of any due diligence or by following good industry practices and that the same is not on account of any negligence or wrongdoing, by us.

14. Please note that as a result of this notice effective from 25.03.2020, our obligation to operate the Processing Facility stand suspended and we will not be liable or responsible for any liability or obligation for the duration of this event.
15. Kindly be assured that we will continuously review this position as the situation is very fluid for the industry and will keep you informed from time to time. We will also inform you in case any further advisories and /or guidelines, issued by the Government of India in this regard.
16. We assure for all cooperation and support in this difficult time as may be feasible at our end. Notwithstanding and without prejudice to anything stated herein, please note that this notice will not be read, understood, or amount to any admission, consent, concurrence, waiver or agreement on Concessionaire's part. Further, the Concessionaire shall not be liable or responsible in any manner whatsoever including regarding suspension of operations, due to impossibility to performance.

Thanking You.

Yours Sincerely,

For and on behalf of
JITF Urban Waste Management (Bathinda) Limited
Authorized Signatory

Copy To:

1. **Department of Local Government**
Punjab
2. **PMIDC,**
Bathinda
3. **District Magistrate,**
Bathinda
4. **Principal Secretary,**
Department of Local Government
Punjab

From: Neelesh Gupta

Sent: Monday, March 23, 2020 6:51 PM

To: Commissioner MC Bathinda <cmcbathinda@gmail.com>

Cc: Umesh Chopra <Umesh.Chopra@jindalecopolis.com>; Sunil Trehan Jindal <sunil.trehan@jindaljols.com>; Manoj K Singh <manoj@singhassociates.in>; JITF Bhatinda Arbitration <jitfbhatinda.arbitration@singhassociates.in>; Manish Gopal Singh Lakhawat <manish.g@singhassociates.in>; Ramesh Chandra <ramesh.chandra@jindalitif.com>; Kaushal Rastogi <Kaushal.Rastogi@jindalecopolis.com>; Verinder Luthra <Verinder.Luthra@jindalecopolis.com>

Subject: RE: Regarding MSW Processing Facility, Bathinda.

Dear Sir,

Thank you for your email.

However, please note that you have not answered in your letter whether processing and disposal of waste is an essential service or not and has been exempted from the Govt. of Punjab from the lockdown. You have only directed for the continuation of the Processing Plant without clarifying on the issue of essential services or without providing any basis for continuation of operations. In fact no clarity has been provided to JITF to continue operations.

In addition to the above, please provide the copy of the notification of the Govt. of Punjab/Municipal Corporation of Bhatinda declaring processing and disposal of waste as essential service.

Further, we are in receipt of the Order dated 23.03.2020 bearing endorsement no. 5713-99 of the District Magistrate, Bathinda under Section 144 of the Criminal Procedure Code, 1973 thereby imposing curfew in the District Bathinda. (Copy Attached). The only exemptions provided under the said order dated 23.03.2020 is for Police, Military and Para Military personnel and Home Guards.

Please note that as per the order dt. 23.03.2020, effective from 2 pm on 23.03.2020, processing of waste and disposal of waste are both restricted and not been exempted from the curfew in District Bathinda.

On account of such restrictions made vide order dated 23.3.2020 and in order to effectively carry out continuation of the plant operations we once again call upon you to immediately, share the notification/order vide which processing and disposal of waste has been exempted from the curfew imposed today under the orders of the District Magistrate dated 23.03.2020.

Notwithstanding and without prejudice to anything stated herein, please note that this letter/email will not be read, understood, or amount to any admission, consent, concurrence, waiver or agreement on Concessionaire's part unless expressly written in this reply. Further, the Concessionaire shall not be liable or responsible in any manner whatsoever due to Force Majeure Event.

Notwithstanding the above we are sharing list of employees for arranging passes amidst prevailing curfew scenario.

Hence it is requested to kindly share the following to enable us to operate the plant smoothly.

- 1 Copy of the notification of the Govt. of Punjab/Municipal Corporation of Bhatinda declaring processing and disposal of waste as essential service.
- 2 Passes for attached list of employees including security guards.

Kind Regards
Neelesh Gupta

From: Commissioner MC Bathinda [<mailto:cmcbathinda@gmail.com>]

Sent: Monday, March 23, 2020 3:44 PM

To: Neelesh Gupta <neelesh.gupta@jindalecopolis.com>

Subject: Regarding MSW Processing Facility, Bathinda.

Respected Sir

Please find attached
Thanks & Regards

Municipal Corporation
Railway Road,Bathinda
visit us www.mcbathinda.com

Ph. 01642252812

Press Information Bureau

Government of India

Government of India issues Orders prescribing lockdown for containment of COVID-19 Epidemic in the country

New Delhi, March 24,2020

The COVID-19 epidemic has affected many countries and the World Health Organisation has declared it 'Pandemic'.

Government of India (GOI) has been taking several proactive preventive and mitigating measures starting with progressive tightening of international travel, issue of advisories for the members of the public, setting up quarantine facilities, contact tracing of persons infected by the virus and various social distancing measures. Several advisories have been issued to States and Union Territories (UTs) for taking necessary measures to contain the spread of this virus. Government have temporarily suspended metro and rail services as well as domestic air traffic.

The situation has been continuously reviewed at the level of the Prime Minister of India. The PM has addressed the Nation on the need for preventive measures and has also held meeting with all the Chief Ministers through video conference.

Experts, keeping in view the global experiences of countries which have been successful in containing the spread of COVID-19 unlike some others where thousands of people died, have recommended that effective measures for social distancing should be taken to contain the spread of this pandemic

While steps taken by State/UT Governments are in the right direction, lack of uniformity in the measures adopted as well as in their implementation, may not serve the objective of containing the spread of the virus. Considering the situation. The National Disaster Management Authority (NDMA), chaired by Hon'ble Prime Minister Shri Narendra Modi, in exercise of the powers under section 6(2)(i) of the Disaster Management Act, 2005, has issued an Order dated 24.03.2020, directing the Ministries/ Departments of Government of India, and the State/Union Territory Governments and State/ Union Territory Authorities to take effective measures to prevent the spread of COVID-19 in the country.

In compliance of the said Order of NDMA, Ministry of Home Affairs (MHA) has issued an Order dated 24.03.2020 under Section 10(2)(1) of the Disaster Management Act, directing the Ministries/ Departments of Government of India, State/Union Territory Governments and State/ Union Territory Authorities to take effective measures for ensuring social distancing so as to prevent the spread of COVID-19 in the country. The Order shall remain in force, in all parts of the country, for a period of 21 days with effect from 25.03.2020.

The Ministries/ Departments of Government of India and State Governments/Union Territory Administrations, have been directed to ensure strict implementation of these Orders. The implementation of these measures will be monitored by MHA.

VG/SNC/VM

No.F.18/4/2020-PPD
Government of India
Ministry of Finance
Department of Expenditure
Procurement Policy Division

Room No.512, Lok Nayak Bhavan,
New Delhi dated the 19th February, 2020.

OFFICE MEMORANDUM

Subject: Force Majeure Clause (FMC)

Attention is invited to para 9.7.7 of the "Manual for Procurement of Goods, 2017" issued by this Department, which is reproduced as under:

*A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like **anatural calamity**) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/ seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organisation only. In such a situation, the purchase organisation is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.*

2. A doubt has arisen if the disruption of the supply chains due to spread of corona virus in China or any other country will be covered in the Force Majeure Clause (FMC). In this regard it is clarified that it should be considered as a case of natural calamity and FMC may be invoked, wherever considered appropriate, following the due procedure as above.


(Kotluru Narayana Reddy)

Deputy Secretary to the Govt. of India
Tel.No.24621305
Email: kn.reddy@gov.in

To,

Secretaries of all Central Government Ministries/ Departments

ANNEXURE R-23
COLLY
252BEFORE THE NATIONAL GREEN TRIBUNAL,
PRINCIPAL BENCH, NEW DELHIAppeal No. 70 of 2012
And
M.A. No. 1203 of 2015
In
Original Application No. 106 of 2013
And
Original Application No. 69 of 2016
(Earlier OA No. 36 of 2013)IN THE MATTER OF:Capt. Mall Singh & Ors. Vs. State of Punjab & Ors.
And
Gaurav Jain Vs. State of Punjab & Ors.
And
Rajinder Singh & Ors. Vs. State of Punjab & Ors.CORAM : HON'BLE MR. JUSTICE SWATANTER KUMAR, CHAIRPERSON
HON'BLE DR. JUSTICE JAWAD RAHIM, JUDICIAL MEMBER
HON'BLE MR. JUSTICE RAGHUVENDRA S. RATHORE, JUDICIAL MEMBER
HON'BLE MR. BIKRAM SINGH SAJWAN, EXPERT MEMBERPresent:Applicant
Respondent No. 3Mr. Tarunvir Singh Khehar, Ms. Guneet Khehar and Mr. Sandeep Mishra, Advs. for R-3
Mr. Raj Kumar, Adv. and Mr. Bhupender Kumar, LA for Central Pollution Control Board
Mr. A. R. Takkar, Ms. Amarjit Kumar and Mr. Vineet Kumar, Advs.
Mr. Kamaljeet Singh, AAG, State of Punjab
Mr. Naginder Benipal, Adv.
Mr. I. K. Kapila, Mr. Atul Kumar, and Mr. Atul Kumar, Advs. for A to Z Infra
Mr. Manoj K. Singh, Mr. Nilava Bandyopadhyay and Mr. Manish Lakhawat, Adv for the Project Proponent
Mr. Sudhir Mishra and Ms. Petal Chandhoik, Advs.
Ms. Petal Chandlok, Adv. for Amritsar Municipal Solid Waste Ltd.
Mr. Manoj K. Singh, Mr. Nitava Bandhopadhyaya and Mr. Manish Singh Lakhawat, Advs.
Brig. R.S. Sahota and Mr. Pankaj Upadhyay, Advs.
Mr. B.S. Jangr and Mr. Tejpal Singh
Mr. Vivek Garg, Adv. for Universal Biomass engery pvt. Ltd.
Mr. Kamaljeet Singh, AAG
Mr. Naginder Benipal, Adv. for PPCB
Ms. Deep Shikha Bharathi, Adv. for State of Uttar Pradesh

Date and Remarks	Orders of the Tribunal
Item No. 02 to 04 December 01, 2017 ss	We have heard the Learned counsel appearing for the parties. We make it clear that to manage the municipal solid waste generated in the State is the primary responsibility of the State Government and the Local Authorities. Of

<p>Item No. 02 to 04</p> <p>December 01, 2017</p> <p>ss</p>	<p>course the citizens and even the corporate sector is expected to provide due assistance in discharging of this function, as without their cooperation and of other stakeholders it would not be possible for the State to perform this function satisfactorily. The Constitutional and Statutory mandate provides an obligation on all including the State and citizens to ensure decent and clean environment. Municipal Solid Waste is one of the major environmental problems not only in the State of Punjab, but in the entire country. The State of Punjab therefore must own its responsibility and discharging its constitutional and statutory function with utmost sincerity and without delay. The entire State of Punjab, as already noticed by the Tribunal in the judgment of the Capt. Mall Singh and Ors. Vs. State of Punjab & Ors., has been divided into 8 clusters and presently only 4 clusters have commenced with some activity while other have not taken up at all or the bidders have terminated the contract without progress on the ground.</p> <p>Not only we have heard all the concerned stakeholders, the State and local authorities, but even Chamber meetings were held by the Tribunal where the Chief Secretary and other dignitaries were present and even the Project Proponent. The issues were discussed at length and the Learned counsel appearing for the State of Punjab were directed to take clear instructions. Today the Learned counsel appearing for the Punjab submits that he has not instructed and even the senior officers from the State Government is present before the Tribunal, so are the Project Proponent and the applicants. Having heard all of them again we pass the following directions in</p>
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<p>Item No. 02 to 04</p> <p>December 01, 2017</p> <p>ss</p>	<p>relation to the works of the clusters that can be expedited:-</p> <p>1. <u>Bhatinda Cluster</u></p> <p>It is admittedly before us that the Project Proponent has already installed/established Composting and RDF Plant at the part of the land which has been handed over to him. The total land possession of which is given to them is admeasuring around 30 acres in Bhatinda and nearly 14 acres is covered under Composting, RDF, for greenery and temporary landfill site.</p> <p>According to the Project Proponent, he is collecting/being supplied 100 MT of municipal solid waste every day, but if their submissions are accepted, they would even commence Waste to Energy Plant in this cluster. However they should be dealt with by the State fairly and they should be encouraged to successfully operate the plant rather than creating hindrance in their operation.</p> <p>The Issues raised before us we deal as follows:-</p> <p>✓ a. Presently for establishing the Waste to Energy Plant the Project Proponent has 16 Acres of land jointly. The Learned counsel appearing for the Project Proponent submits that they should be provided more land. At this stage we reject this request, as the Project Proponent is already having nearly 16 Acres of land available and he should start the construction of the Waste to Energy Plant now without any further delay, however this will be subject to compliance of the conditions that are contained hereinafter:-</p>
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<p>Item No. 02 to 04</p> <p>December 01, 2017</p> <p>ss</p>	<p>b. The State Government and Local Authorities shall provided 500 MT of waste from Bhatinda cluster or any other place they consider appropriate to the Project Proponent and the said waste will be delivered at the site itself, it shall be the obligation of the Project Proponent to segregate the waste as contemplated under the tender.</p> <p>c. The RDF produced by the Project Proponent including the RDF lying in its place i.e. 3388.1 MT, as stated, shall be directed by the State Government to be distributed to the Bio-mass Plants and the cement plant in the State of Punjab.</p> <p>d. The State Government shall pass an order without any further delay and ensure its implementation.</p> <p>e. However it is for the Project Proponent to ensure that the RDF fluff that is produced by the Project Proponent has a calorific value minimum of 2500 Kilo Caloric/Kg. If this standard is not met with, the State Government can refuse to direct consumption of the RDF by the Bio-mass Plant and the cement plant. The owners of the Bio-mass plant are also present before the Tribunal and they have agreed that they would take said RDF, however subject to it being of the requisite calorific value. The rate payable of the RDF would be the rate specified by the State Government/CERC.</p> <p>f. The Project Proponent shall submit within two weeks from today its complete plan with regard to</p>
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<p>Item No. 02 to 04</p> <p>December 01, 2017</p> <p>ss</p>	<p>the construction of Waste to Energy Plant with complete time frame. The Project Proponent shall be obliged to adhere to the specified time frame and in default would be liable to pay environmental compensation.</p> <p>g. It shall be responsibility of the Project Proponent to ensure that it deals and manages 500 MT of waste per day in accordance with Solid Waste Management Rules, 2016 which will be precisely meant for Waste to Energy Plant and till that is commissioned it will accept 300 MT of municipal solid waste which shall be delivered by the State Government its agencies and local authorities without payment of any tipping fee. We leave it for the State Government and Local Authority to decide for themselves, if they would like to segregate the wet waste which can be composted locally and the cost of transportation could be saved, but this would not absolve the State or the Project Proponent for performing all the directions afore-stated strictly in accordance with the order of the Tribunal.</p> <p>h. The Project Proponent may approach the Punjab Electricity Regulatory Commission within 10 days from today and submit an application for specification of the rates that would be provided to the Project Proponent for purchase of power once the Water to Energy Plant comes into operation.</p> <p>2. <u>Ferozpur Cluster</u></p> <p>The Project Proponent who was awarded</p>
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<p>Item No. 02 to 04</p> <p>December 01, 2017</p> <p>ss</p>	<p>tender for Composting Plant and RDF Plant at Firozpur has already terminated the contract and sanitary landfill as well. The Learned Counsel appearing before us for the said Project Proponent submits that they are not rolling to take up the project work at Firozpur and has already invoked arbitration proceedings. There are various Project Proponents. The State Government had again invited the tenders, however no tender have been received by them in response to their invitation. The State Government also to consider this project now independently as they have to provide 500 MT of waste to the Bhatinda cluster as per our direction. The State Government is granted liberty to process this case independently and come to the conclusion which will ensure that the Firozpur District does not suffer from any environment and public health impacts and the waste of Ferozpur is strictly managed in accordance with Solid Waste Management Rules, 2016.</p> <p>3. <u>Ludhiana Cluster</u></p> <p>There are various disputes (RDF and other) raised between the stakeholders. The Corporation, State Government and the Project Proponent have their own version in that behalf. We direct the Chief Secretary Punjab to take up this case and try to resolve the issue between the parties with an aim to ensure that the RDF Plant at Ludhiana is permitted to operate without any further delay and also consider objectively the request of the Project</p>
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<p>Item No. 02 to 04</p> <p>December 01, 2017</p> <p>ss</p>	<p>Proponent that they should be permitted to use RDF in their plant at Nakodar.</p> <p>The Chief Secretary herein shall submit a report to the Tribunal on the next date of hearing.</p> <p>4. <u>Amritsar Cluster</u></p> <p>This cluster presently involved with two major issues. One is with regard to payment of the tipping fee for the purpose of collection, segregation and its utilization in the Composting Plant and landfill site. The Learned Counsel appearing for the State of Punjab upon instruction from the officers present submits that they would pay the said tipping fee when they receive the same from the Central Government. He however submits that for the present they have received grant from the Central Government and would shortly disburse the same to the Project Proponent.</p> <p>We have no hesitation in observing that the contract is between the State and the Project Proponent which does not postulate that the payment of tipping fee would be dependent on the grant received from the Central Government. This approach of the State Government, therefore, is not tenable in law. In future they should pay the tipping fee regularly to the Project Proponent so that there is no default in collection, segregation, composting and deposit at the landfill site by the Project Proponent. Upon regular payments and if the Project Proponent commits the default in either of its function which shall be liable to pay environmental compensation at</p>
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<p>Item No. 02 to 04</p> <p>December 01, 2017</p> <p>ss</p>	<p>the rate of Rs. 50,000/- per day. Other dispute is with regard to the allocation of land for construction of Waste to Energy Plant which has been awarded to the Project Proponent. The Project Proponent is willing to construct it, however he has not been allocated the land. The Learned Counsel appearing for the State Government submits that the land adjacent to the present site cannot be given for the compelling circumstances and reasons, however the State Government has decided to provide an alternative site to which the Project Proponent has no objection. The alternative site shall be provided to the Project Proponent within three months from today positively.</p> <p>We make it clear that the State Government without default will handover possession to the Project Proponent within a period of three months. From the date the possession is given to the Project Proponent it shall start the work of construction of Waste to Energy Plant within four weeks thereafter. The Project Proponent would also be at liberty to approach the Punjab Electricity Regulatory Commission for fixation of the power purchase rates in accordance with law.</p> <p>With the above directions we direct the matter be listed for hearing on 16th January, 2018. All the directions contained in this order should be carried out without default and delay by all the stakeholders.</p> <p>We hereby constitute a Committee of the following:-</p> <ol style="list-style-type: none">1. The Secretary, (Local Bodies) State of Punjab;2. The Member Secretary, Pollution Control Board;
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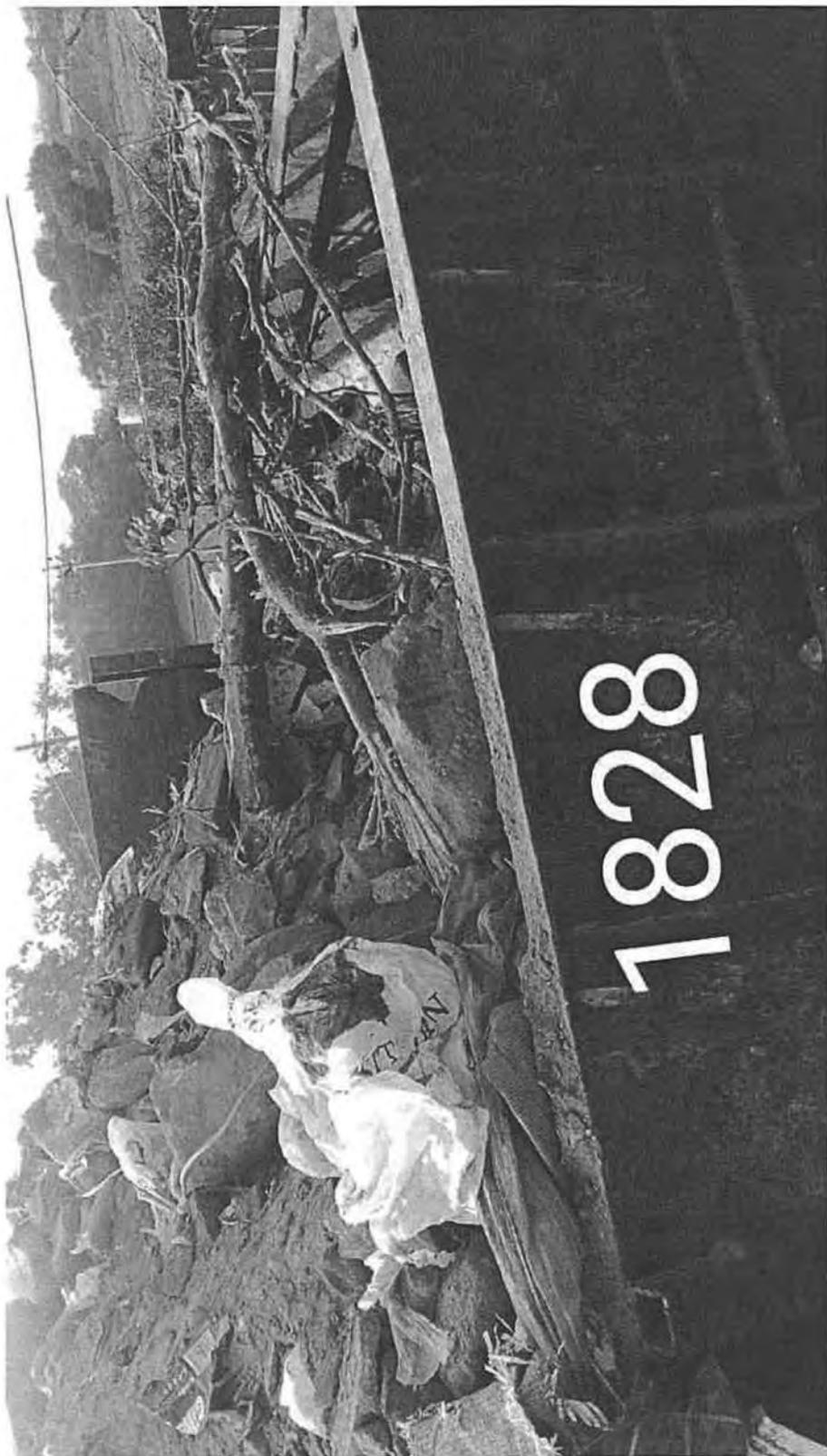
<p>Item No. 02 to 04</p> <p>December 01, 2017</p> <p>ss</p>	<p>3. Professor from the Punjab Engineering College, Chandigarh nominated by the principal/director</p> <p>4. A representative from the Regional Office of Ministry of Environment, Forest and Climate Change at Chandigarh.</p> <p>They shall submit a report to the Tribunal before the next date of hearing with regard to compliance of the above directions as well as showing whether the plants in question are operating appropriately or not. The Secretary state of Punjab would be responsible for carrying out of these directions.</p> <p>These directions have been provided upon consent and agreement of the parties.</p> <p>The cases of remaining clusters would be taken up on 16th January, 2018.</p> <p style="text-align: right;">.....,CP (Swatanter Kumar)</p> <p style="text-align: right;">.....,JM (Dr. Jawad Rahim)</p> <p style="text-align: right;">.....,JM (Raghuvendra S. Rathore)</p> <p style="text-align: right;">.....,EM (Bikram Singh Sajwan)</p>
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From: Neelesh Gupta <neelesh.gupta@jindalecopolis.com>
Sent: 16 March 2019 13:47
To: CommBathinda
Cc: Amardeep Dhaliwal Mcj; Pmidc Bti
Subject: Daily MIS Report of Bathinda P&D and daily waste receipt report.
Attachments: MARCH 2019 DAILY WEIGH BRIDGE RECRD 2018.xlsx; Bathinda P&D DPR 2019.xlsx; WhatsApp Image 2019-03-16 at 1.09.21 PM.jpeg; WhatsApp Image 2019-03-16 at 12.55.16 PM (1).jpeg; WhatsApp Image 2019-03-16 at 12.55.16 PM.jpeg; WhatsApp Image 2019-03-16 at 12.55.17 PM.jpeg; WhatsApp Image 2019-03-16 at 12.55.18 PM (1).jpeg; WhatsApp Image 2019-03-16 at 12.55.18 PM.jpeg; WhatsApp Image 2019-03-16 at 12.55.29 PM.jpeg

Dear Sir,

Please find attached herewith the DPR and MIS Reports along with the photographs of Construction and Demolition Waste provided by the Bhatinda Municipal Corporation.

Kind Regards
Neelesh Gupta
Director
JITF Urban Waste Management (Bhatinda) Limited
Dir +91 11 4502 1617
Fax +91 11 4502 1982



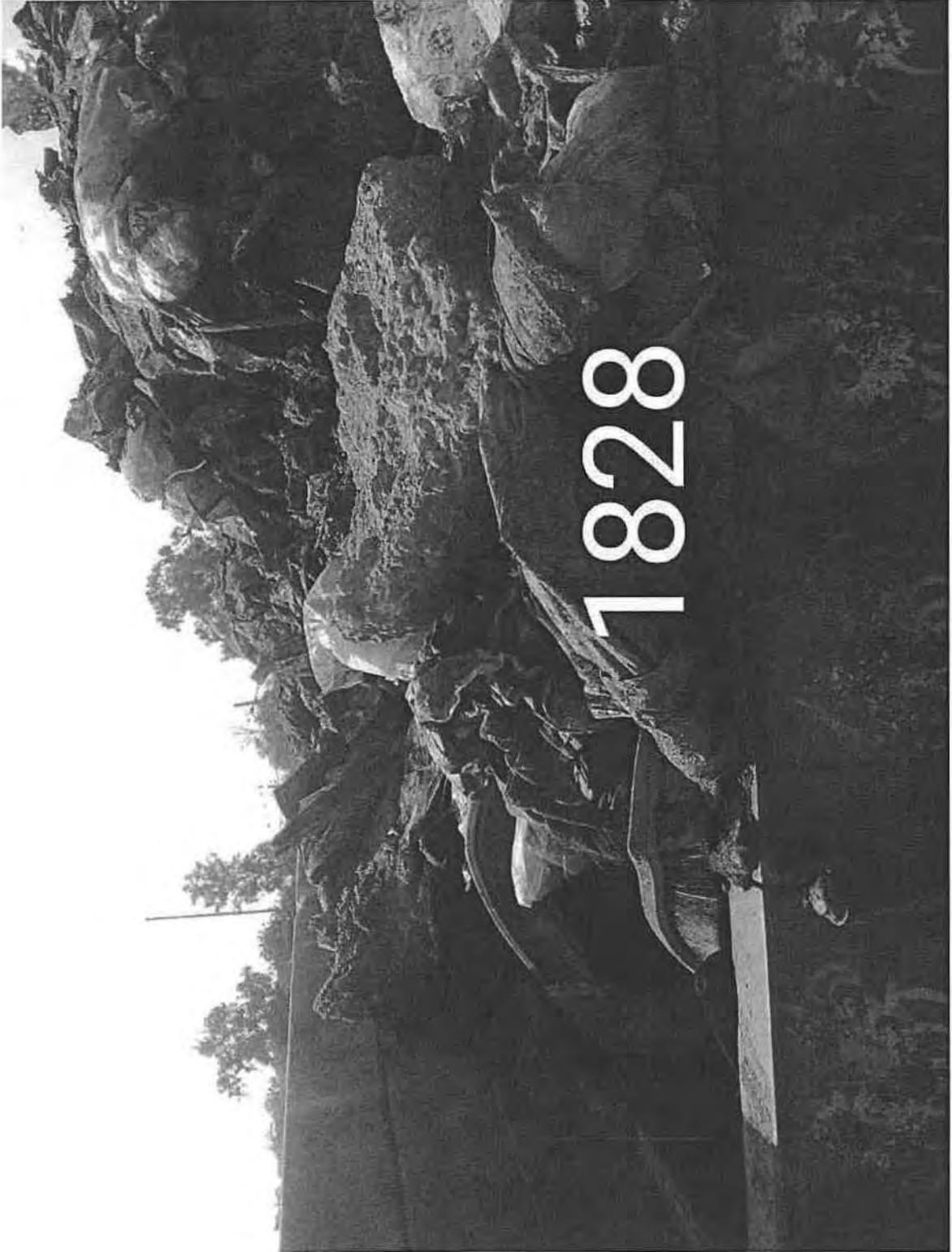
From: Neelesh Gupta <neelesh.gupta@jindalecopolis.com>
Sent: 20 February 2019 13:05
To: CommBathinda
Cc: Amardeep Dhaliwal Mcj; Pmidc Bti
Subject: Daily MIS Report of Bathinda P&D and daily waste receipt report.
Attachments: feb 2019 DAILY WEIGH BRIDGE RECRD 2018.xlsx; Bathinda P&D DPR 2019.xlsx; pick.zip

Importance: High

Dear Sir,

Please find attached herewith the DPR and MIS Reports along with the photographs of Construction and Demolition Waste provided by the Bhatinda Municipal Corporation.

Kind Regards
Neelesh Gupta
Director
JITF Urban Waste Management (Bhatinda) Limited
Dir +91 11 4502 1617
Fax +91 11 4502 1982



From: Neelesh Gupta <neesh.gupta@jindalecopolis.com>
Sent: 02 April 2019 14:15
To: CommBathinda
Cc: Amardeep Dhaliwal Mcj; PMIDC Bathinda
Subject: Daily MIS Report of Bathinda P&D and daily waste receipt report.
Attachments: APRIL2019 DAILY WEIGH BRIDGE RECRD 2018.xlsx; Bathinda P&D DPR 2019-2020.xlsx; Dry & Wet Weight APRIL 19.xlsx; Rejects (1).jpeg; Rejects (2).jpeg; Rejects (3).jpeg; Rejects (4).jpeg; Rejects (5).jpeg; Rejects (6).jpeg; Rejects (7).jpeg; Rejects (8).jpeg; Dry & wet (1).jpeg; Dry & wet (2).jpeg; Dry & wet (3).jpeg; Dry & wet (4).jpeg; Dry & wet (5).jpeg; Dry & wet (6).jpeg; Dry & wet (7).jpeg; Dry & wet (8).jpeg; Dry & wet (9).jpeg; Dry & wet (10).jpeg; Dry & wet (11).jpeg; Dry & wet (12).jpeg; Dry & wet (4).jpeg

Importance: High

Dear Sir,

Please find attached herewith the DPR and MIS Reports along with the photographs of Construction and Demolition Waste provided by the Bhatinda Municipal Corporation.

Kindly note that Segregation of dry & wet waste is not being done properly. Both Dry & Wet compartment of waste is filled with mixed MSW instead of segregated MSW. Photographs are being shown. Kindly provide segregated MSW instead of mixed MSW.

Kind Regards
Neelesh Gupta
Director
JITF Urban Waste Management (Bhatinda) Limited
Dir +91 11 4502 1617
Fax +91 11 4502 1982



From: Neelesh Gupta <neesh.gupta@jindalecopolis.com>
Sent: 22 January 2019 21:38
To: Commissioner MC Bathinda
Cc: Pmidc Bti; Amardeep Dhaliwal Mcj
Subject: Daily MIS Report of Bathinda P&D and daily waste receipt report.
Attachments: jan 2019 DAILY WEIGH BRIDGE RECRD 2018.xlsx; Bathinda P&D DPR 2018.xlsx; WhatsApp Image 2019-01-22 at 8.57.33 AM.jpeg; WhatsApp Image 2019-01-22 at 8.59.16 AM.jpeg; WhatsApp Image 2019-01-22 at 9.00.16 AM.jpeg; WhatsApp Image 2019-01-22 at 9.04.39 AM.jpeg; WhatsApp Image 2019-01-22 at 9.04.40 AM.jpeg; WhatsApp Image 2019-01-22 at 9.04.41 AM (1).jpeg; WhatsApp Image 2019-01-22 at 9.04.41 AM.jpeg; WhatsApp Image 2019-01-22 at 9.07.26 AM.jpeg; WhatsApp Image 2019-01-22 at 9.07.52 AM.jpeg; WhatsApp Image 2019-01-22 at 9.08.45 AM.jpeg; WhatsApp Image 2019-01-22 at 9.11.28 AM.jpeg; WhatsApp Image 2019-01-22 at 9.12.38 AM.jpeg; WhatsApp Image 2019-01-22 at 9.13.02 AM.jpeg; WhatsApp Image 2019-01-22 at 9.16.01 AM.jpeg; WhatsApp Image 2019-01-22 at 9.19.20 AM.jpeg; WhatsApp Image 2019-01-22 at 9.20.37 AM.jpeg; WhatsApp Image 2019-01-22 at 9.21.08 AM.jpeg; WhatsApp Image 2019-01-22 at 9.21.41 AM.jpeg; WhatsApp Image 2019-01-22 at 9.23.29 AM.jpeg; WhatsApp Image 2019-01-22 at 9.23.57 AM.jpeg; WhatsApp Image 2019-01-22 at 9.25.24 AM.jpeg; WhatsApp Image 2019-01-22 at 9.26.05 AM.jpeg; WhatsApp Image 2019-01-22 at 9.27.12 AM.jpeg; WhatsApp Image 2019-01-22 at 9.28.02 AM.jpeg

Dear Sir,

Please find attached herewith the DPR and MIS Reports along with the photographs of Construction and Demolition Waste provided by the Bhatinda Municipal Corporation.

Kind Regards

Neelesh Gupta

Director

JITF Urban Waste Management (Bhatinda) Limited

Dir +91 11 4502 1617

Fax +91 11 4502 1982



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Sent: 22 January 2019 21:38
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Dear Sir,

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Kind Regards

Neelesh Gupta

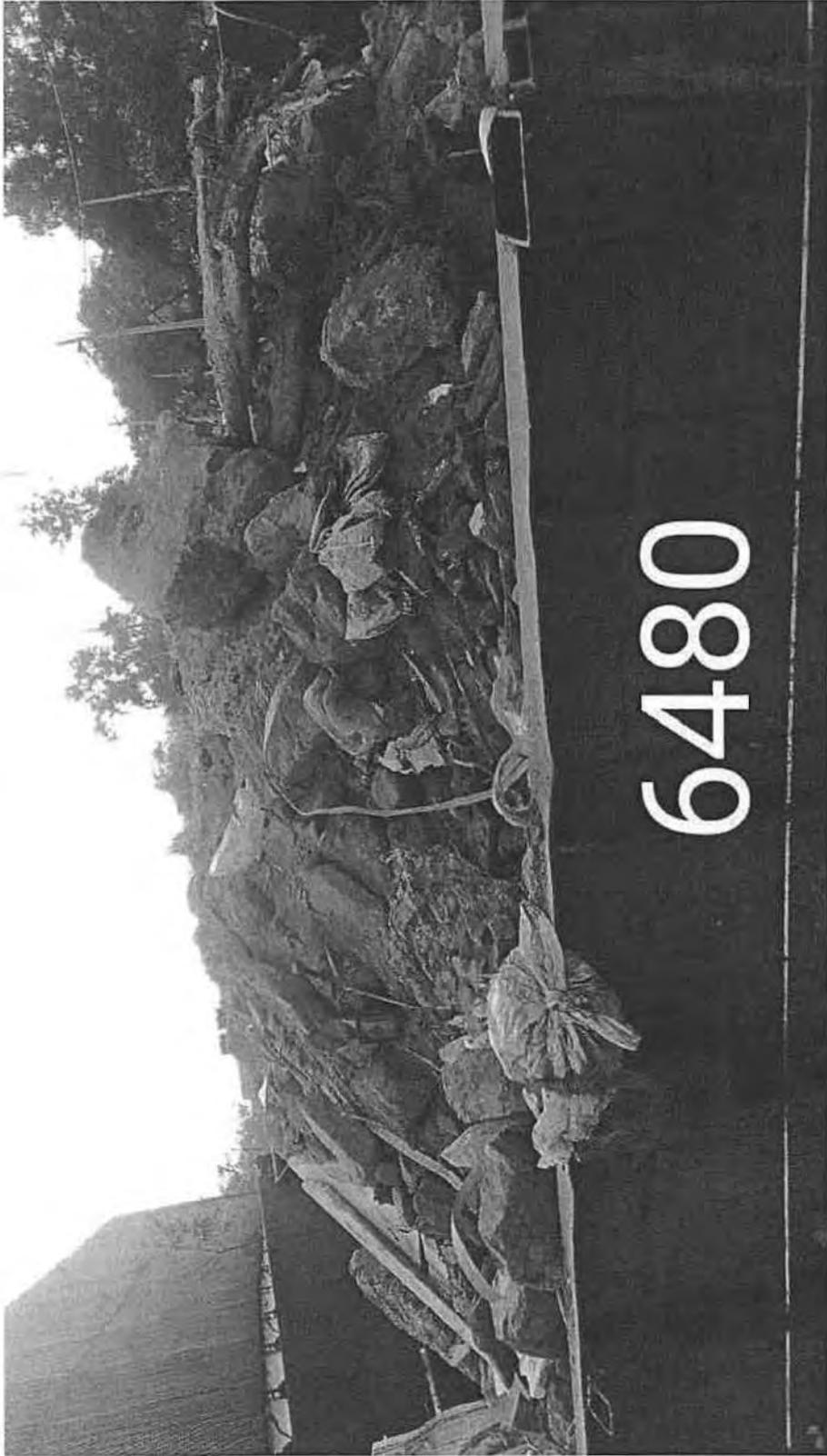
Director

JITF Urban Waste Management (Bhatinda) Limited

Dir +91 11 4502 1617

Fax +91 11 4502 1982





6480

From: Neelesh Gupta <neesh.gupta@jindalecopolis.com>
Sent: 18 March 2019 12:59
To: CommBathinda
Cc: Amardeep Dhaliwal Mcj; PMIDC Bathinda
Subject: Daily MIS Report of Bathinda P&D and daily waste receipt report.
Attachments: WhatsApp Image 2019-03-18 at 10.43.43 AM.jpeg; WhatsApp Image 2019-03-18 at 10.43.46 AM (1).jpeg; WhatsApp Image 2019-03-18 at 10.43.46 AM.jpeg; WhatsApp Image 2019-03-18 at 10.43.47 AM (1).jpeg; WhatsApp Image 2019-03-18 at 10.43.47 AM.jpeg; WhatsApp Image 2019-03-18 at 10.43.48 AM.jpeg; WhatsApp Image 2019-03-18 at 10.45.16 AM.jpeg; WhatsApp Image 2019-03-18 at 10.47.25 AM.jpeg; MARCH 2019 DAILY WEIGH BRIDGE RECRD 2018.xlsx; Bathinda P&D DPR 2019.xlsx

Importance: High

Dear Sir,

Please find attached herewith the DPR and MIS Reports along with the photographs of Construction and Demolition Waste provided by the Bhatinda Municipal Corporation.

Kind Regards

Neelesh Gupta

Director

JITF Urban Waste Management (Bhatinda) Limited

Dir +91 11 4502 1617

Fax +91 11 4502 1982



From: Neelesh Gupta <neesh.gupta@jindalecopolis.com>
Sent: 19 March 2019 14:35
To: CommBathinda
Cc: Amardeep Dhaliwal Mcj; PMIDC Bathinda
Subject: Daily MIS Report of Bathinda P&D and daily waste receipt report.
Attachments: MARCH 2019 DAILY WEIGH BRIDGE RECRD 2018.xlsx; Bathinda P&D DPR 2019.xlsx; WhatsApp Image 2019-03-19 at 9.39.53 AM.jpeg; WhatsApp Image 2019-03-19 at 9.40.03 AM.jpeg; WhatsApp Image 2019-03-19 at 9.40.04 AM (1).jpeg; WhatsApp Image 2019-03-19 at 9.40.04 AM.jpeg; WhatsApp Image 2019-03-19 at 9.40.05 AM.jpeg

Importance: High

Dear Sir,

Please find attached herewith the DPR and MIS Reports along with the photographs of Construction and Demolition Waste provided by the Bhatinda Municipal Corporation.

Kind Regards
Neelesh Gupta
Director
JITF Urban Waste Management (Bhatinda) Limited
Dir +91 11 4502 1617
Fax +91 11 4502 1982



From: Neelesh Gupta <neesh.gupta@jindalecopolis.com>
Sent: 13 March 2019 14:37
To: CommBathinda
Cc: Amardeep Dhaliwal Mcj; Pmidc Bti
Subject: Daily MIS report of Bathinda P&D Plant
Attachments: MIS Average summary.xlsx; MARCH 2019 DAILY WEIGH BRIDGE RECRD 2018.xlsx; WhatsApp Image 2019-03-13 at 10.29.59 AM (1).jpeg; WhatsApp Image 2019-03-13 at 10.29.59 AM.jpeg; WhatsApp Image 2019-03-13 at 10.30.00 AM (1).jpeg; WhatsApp Image 2019-03-13 at 10.30.00 AM.jpeg; WhatsApp Image 2019-03-13 at 10.30.01 AM (1).jpeg; WhatsApp Image 2019-03-13 at 10.30.01 AM.jpeg

Dear Sir,

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Kind Regards

Neelesh Gupta

Director

JITF Urban Waste Management (Bhatinda) Limited

Dir +91 11 4502 1617

Fax +91 11 4502 1982



From: Neelesh Gupta <neelesh.gupta@jindalecopolis.com>
Sent: 18 February 2019 12:32
To: CommBathinda
Cc: Amardeep Dhaliwal Mcj; Pmidc Bti
Subject: Daily MIS Report of Bathinda P&D and daily waste receipt report.
Attachments: feb 2019 DAILY WEIGH BRIDGE RECRD 2018.xlsx; Bathinda P&D DPR 2019.xlsx; IMG_20190218_104511.jpg; IMG_20190218_104527.jpg; IMG_20190218_104548.jpg; IMG_20190218_104605.jpg; IMG_20190218_104634.jpg; IMG_20190218_104655.jpg; IMG_20190218_104713.jpg; IMG_20190218_104736.jpg; IMG_20190218_104754.jpg; IMG_20190218_104823.jpg

Dear Sir,

Please find attached herewith the DPR and MIS Reports along with the photographs of Construction and Demolition Waste provided by the Bhatinda Municipal Corporation.

Kind Regards
Neelesh Gupta
Director
JITF Urban Waste Management (Bhatinda) Limited
Dir +91 11 4502 1617
Fax +91 11 4502 1982

























By Registered Post (AD)/Courier/Email

1. The Principal Secretary
Department of Power
Government of Punjab

Kind Attention: The Principal Secretary

2. The Secretary
Department of Industries and Commerce
Government of Punjab

Kind Attention: The Secretary

3. Deputy Director Regional
Local Bodies (Department of Local Government)
Amrik Singh Road, Veer Colony
Old Improvement Trust Building,
Bathinda (Punjab)

4. Punjab Municipal Infrastructure Development Company
SCO : 89-90, Sector 34A,
Chandigarh - 160034

5. Municipal Corporation, Bathinda
Mall Road,
Near Railway Station
Bathinda (Punjab)

Kind Attention: Municipal Commissioner

Date: 22 December 2017

Our Ref. No.:

Reference: Order dated 01.12.2017 passed by Hon'ble National Green Tribunal ("the NGT") in Appeal No. 70/2012 titled Capt. Mall Singh & Ors. Vs. State of Punjab & Ors.

Subject: Passing of necessary order/directions to cement and biomass based power plants in the State of Punjab to regularly purchase RDF from the Project Proponent i.e. M/s JTF Urban Waste Management (Bathinda) Limited



Dear Sir,

1. We, M/s IITF Urban Waste Management (Bathinda) Limited, the Project Proponent of MSW Processing Facility at Bathinda, write to you in furtherance to the above referred order of the Hon'ble NGT dated 01.12.2017 in Appeal No. 70/2012 titled Capt. Mall Singh & Ors. Vs. State of Punjab & Ors.
2. It is submitted that vide the said order dated 01.12.2017, the Hon'ble NGT has directed that the RDF produced by the Project Proponent including the RDF lying in its place i.e. 3388.1 MT shall be directed by the State Government to be distributed to the Bio-mass Plant and the Cement Plant in the State of Punjab. The Hon'ble NGT has further directed the State Government to pass any order without any delay in this regard. The relevant para of the order dated 01.12.2017 in this regard is reproduced hereunder for ready reference:

"c. The RDF produced by the Project Proponent including the RDF lying in its place i.e. 3388.1 MT, as stated, shall be directed by the State Government to be distributed to the Bio-mass Plants and the cement plant in the State of Punjab.

b. The State Government shall pass an order without any further delay and ensure its implementation."

3. In this regard, your good offices are requested to kindly pass necessary order/directions as directed by the Hon'ble NGT to the biomass plants and cement plant in the State of Punjab to regularly purchase the RDF produced by the Project Proponent through its Processing Facilities at Bathinda including the RDF lying at present i.e. 3388.1 MT and share the details of such biomass plants to which your good offices have directed to regularly purchase the RDF from the Project Proponent at the earliest so that we can sell the RDF to them otherwise our stocks will continue to accumulate.
4. Your good offices are further requested to issue appropriate order/directions/manner with regard to purchase/picking up (as the Hon'ble NGT has directed) of the existing stock of RDF i.e. 3388.1 MT which is currently lying at the Processing Facilities of the Project Proponent at Bathinda.
5. Kindly note that during the NGT hearing dated 24.11.2017 in the matter of Capt Mall Singh & Others vs State of Punjab & Ors., the biomass plants appearing before the Hon'ble NGT (namely Malwa Power Pvt. Ltd., Deo Development Engineers Ltd and Viaton Energy Pvt. Ltd.) committed before the Hon'ble NGT that the transportation cost of RDF will be borne by the biomass plants only and not by the Project Proponent. Therefore, it is also requested to kindly direct the



biomass plants and cement plants to arrange the transportation of the RDF either on their own or pay the transportation cost to the Project Proponent as per actuals.

6. It is requested to kindly issue the appropriate and necessary direction/order as directed by the Hon'ble NGT at the earliest otherwise our stocks will continue to accumulate which may result in causing hindrances in the operations of the Processing Facilities.

Thanking you.

Yours Sincerely,
For and on behalf of
JTF Urban Waste Management (Bathinda) Limited

Authorized Signatory

Copy enclosed:

Order dated 01.12.2017 of the Hon'ble National Green Tribunal in Appeal No. 70/2012 titled Capt. Mall Singh vs State of Punjab


JITF URBAN WASTE MANAGEMENT (BATHINDA) LIMITED

Jindal ITF Centre, 28 Shivaji Marg, New Delhi-110015. Tel. No.: 011-66463983/84; Fax No.: 011-66463982

By Registered Post (AD)/Courier/Email

1. **Kind Attention: Municipal Commissioner,**
Municipal Corporation, Bathinda,
Mall Road,
Near Railway Station,
Bathinda (Punjab).
2. **Deputy Director Regional,**
Local Bodies (Department of Local Government),
Amrik Singh Road, Veer Colony,
Old Improvement Trust Building,
Bathinda (Punjab).
3. **Punjab Municipal Infrastructure Development Company,**
SCO : 89-90, Sector 34A,
Chandigarh -- 160034.

Date: 28 February 2018

Our Ref. No.:
Reference: Orders dated 04.08.2017 and 01.12.2017 passed by Hon'ble National Green Tribunal ("the NGT") in Appeal No. 70/2012 titled Capt. Mall Singh & Ors. Vs. State of Punjab & Ors.

Subject: Request for necessary action/order/directions regarding non-payment to the Project Proponent i.e. M/s JITF Urban Waste Management (Bathinda) Limited for the RDF supplied to the biomass based Power Plants

Dear Sir,

1. We, M/s JITF Urban Waste Management (Bathinda) Limited, the Project Proponent of MSW Processing Facility at Bathinda, write to you in furtherance to the above referred orders of the Hon'ble NGT dated 04.08.2017 and 01.12.2017 in Appeal No. 70/2012 titled Capt. Mall Singh & Ors. Vs. State of Punjab & Ors.

*Neelish
Gill*



JTF URBAN WASTE MANAGEMENT (BATHINDA) LIMITED
 Jindal JTF Centre, 2B Shivaji Marg, New Delhi-110015; Tel. No.: 011-66463983/84; Fax No.: 011-66463982

2. It is submitted that vide the order dated 04.08.2017, the Hon'ble NGT directed the Project Proponent to continue its operations regarding Processing and Disposal of MSW for the Bathinda Cluster and generate RDF by such processing of the MSW. Further vide the said order, the Hon'ble NGT also directed the State Government of Punjab to issue appropriate directions to the power/cement/biomass based power plants in the State to accept RDF from the Project Proponent at the rate as may be defined by the State. A copy of the order dated 04.08.2017 is annexed herewith and marked as **Annexure 1**.
3. Subsequently, the Hon'ble NGT, vide its order dated 06.11.2017, also directed the Biomass and Thermal Power plants to be present before it on the next date of hearing. Thereafter, during the proceedings of the hearing dated 24.11.2017, the representatives of the biomass plants appearing before the Hon'ble NGT (namely Malwa Power Pvt. Ltd., Dee Development Engineers Ltd and Viaton Energy Pvt. Ltd.) agreed to purchase the RDF from the Project Proponent and further they also agreed that the transportation cost of RDF will be borne by such biomass plants only.
4. It is also to be noted here that vide the order dated 01.12.2017, the Hon'ble NGT further directed the State Government to pass an order for the distribution of the RDF produced by the Project Proponent including the RDF lying at its place i.e. 3388.1 MT to the Bio-mass Plants and the Cement Plants in the State of Punjab. The Hon'ble NGT further directed that the order in this regard shall be passed by the State Government without any delay and that it shall also ensure the implementation of its order. A copy of the order dated 01.12.2017 is annexed herewith and marked as **Annexure 2**. The relevant para of the Hon'ble NGT order dated 01.12.2017 is reproduced hereunder for ready reference:

"c. The RDF produced by the Project Proponent including the RDF lying in its place i.e. 3388.1 MT, as stated, shall be directed by the State Government to be distributed to the Bio-mass Plants and the cement plant in the State of Punjab.

d. The State Government shall pass an order without any further delay and ensure its implementation."

*Neelish
Gautam*

5. It is also a matter of record that the representatives/owners of the biomass plants present before the Hon'ble NGT also agreed to take the RDF from the plant of the Project Proponent at Bathinda and the same has also been recorded by the

Hon'ble NGT in Para 1(e) of its order dated 01.12.2017 and the same is reproduced hereunder for ready reference:

"e. However, it is for the Project Proponent to ensure that the RDF stuff that is produced by the Project Proponent has a calorific value minimum of 2500 Kilo Calorie/kg. If this standard is not met with, the State Government can refuse to direct consumption of the RDF by the biomass plant and the cement plant. The owners of the biomass plants are also present before the Tribunal and they have agreed that they would take the said RDF, however, subject to it being of the requisite calorific value. The rate payable of the RDF would be the rate specified by the State Government/CERC."

Rate of RDF as per CERC norms is Rs 1800/- per ton (with 5% annual escalation) at factory premises. Refer point no. 11.3.4 page 19 of CERC SOR dated 7th Oct 2015 attached as Annex - 3. It is clear that transportation cost shall be extra.

6. Accordingly, the Project Proponent, as per the requests of the biomass power plants, started supplying the RDF of the requisite standards and quality to the said biomass plants and has raised invoices for the same.
7. It is also pertinent to note here that the Project Proponent, vide its letter dated 22.12.2017 had requested your good offices to pass necessary orders/directions to the biomass plants to regularly purchase RDF from the Project Proponent and also to bear the cost of the transportation of the RDF as committed by them during the hearing dated 24.11.2017 before the Hon'ble NGT. A copy of the letter dated 22.12.2017 is annexed herewith and marked as Annexure 4.
8. However, the biomass plants have failed to release the payment for the RDF supplied to them at their door step by the Project Proponent pursuant to the directions of the Hon'ble NGT which has led to undue financial hardship to the Project Proponent and is hampering its operations regarding the Processing and Disposal Facilities at Bathinda.
9. In view of the above, your good offices are requested to kindly pass necessary orders/directions or initiate appropriate steps, in accordance with the orders of the Hon'ble NGT and the commitment given by the biomass plants before the Hon'ble NGT, for the release of the payment by the biomass plants to the Project Proponent for the RDF supplied at their door step.

*Neelam
G...*



JITF URBAN WASTE MANAGEMENT (BATHINDA) LIMITED
 Jindal ITF Centre, 28 Shivaji Marg, New Delhi-110015; Tel. No.: 011-66463983/84; Fax No.: 011-66463982

Thanking You,

Yours Sincerely,

For and on behalf of

JITF Urban Waste Management (Bathinda) Limited

Nalini Gupta
 Authorized Signatory

Copy to:

1. Malwa Power Private Limited
 Village – Gulabewala
 Distt.- Muktsar, Punjab- 152026.
2. Dee Development Engineers Limited
 Village- Gaddadhob,
 Tehsil Abohar,
 Dist.- Fazilka – 121007.
3. Viaton Energy Private Limited,
 Village- Khokhar khurd,
 Mansa, Punjab- 151505.
4. Universal Biomass Pvt. Ltd.
 Vill- Channu, Tehsil-Malout,
 Dist.-Shri Muktsar sahib, Punjab - 152107.

Baboolal Sharma

From: Neelesh Gupta <neesh.gupta@jindalecopolis.com>
Sent: 31 March 2018 12:53
To: 'cmcbathinda@gmail.com'; 'pamidcbathinda@gmail.com'
Cc: 'amardeep.dhaliwal.mcj@gmail.com'; 'Naresh Kumar'
Subject: Daily Report of Bathinda P&D Plant
Attachments: Bathinda P&D DPR 31 Mar-2018.xlsx

Dear Sir

Please find attached herewith the Daily Progress Report of 31/3/2018 related to the MSW Processing and Disposal Facilities at Bathinda.

Please also note that the outstanding tipping fee as on date is INR 182.88 Lacs.

Further this is to bring to your kind notice that State Government/ MCB is yet to issue orders to prescribe RDF rate in line with CERC order, under NGT directions vide its order dated 1/12/2017.

Thank you,

Kind Regards
Neelesh Gupta
Director
JITF Urban Waste Management (Bhatinda) Limited
Dir +91 11 4502 1617
Fax +91 11 4502 1982

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Date: 29/03/2018					
Operations/ Production			Monthly Actual		YTD
			Day's	MTD	
operation and production	MSW	MSW Intake	75.7	2121.6	23206.6
		MSW Processed	95.55	2149.8	25047.4
		Moisture loss	31.55	709.9	8686.3
	Saleable Products	SF - Compost	12.80	288.0	3350.8
		Finished RDF	20.93	471.0	5472.4
		Finished Compost	0.00	3.0	337.0
		Inserts/ Rejects	30.27	680.9	7914.3
Sales	RDF	No	Customer Name		
		1	Viton Energy, Mansa		
		2	Malwa Power Pvt. Ltd.		
		3	Universal Bio-Mass Energy Pvt. Ltd.		
		4	DEE Development Engineers Ltd.		
		Total	0.0	111.7	366.0
	Compost	1	National Fertilizer Ltd. (NFL)		
		2	Municipal Corporation BTI		
		Total	0	0	189.5
	Inventory/ Stock Position			Opening Stock	Closing Stock
Inventory	Raw	MSW	8042.1	8022.2	
		Semi-finished Compost	4554.7	4567.5	
	Saleable Products	Finished RDF	4982.0	5002.9	
		Finished Compost	212.5	212.5	

T REPORT (DPR)	
Remarks	
* secondary shredder sieve maintenance under progress.	
No order available	
Unit-MT	
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Baboolal Sharma

From: Neelesh Gupta <neesh.gupta@jindalecopolis.com>
Sent: 23 May 2018 12:01
To: Commissioner, Municipal Corporation Bathinda
Cc: 'pmidcbathinda@gmail.com'; 'amardeep.dhaliwal.mcj@gmail.com'; 'Naresh Kumar'
Subject: Letter dated 23.05.2018 - Mail 1/2
Attachments: Annexure 2.pdf; Annexure 1.pdf; Annexure 3.2.pdf; Letter to BMC 23.05.2018.pdf
Importance: High

Dear Sir

Please find attached subject letter along with Annexure 1, 2 & 3.2.

Annexure 3.1 being bulky shall be send in following E-Mail 2/2.

Kind Regards

Neelesh Gupta

Director

JITF Urban Waste Management (Bhatinda) Limited

Dir +91 11 4502 1617

Fax +91 11 4502 1982

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

Appeal No. 70 of 2012
And
M.A. No. 1203 of 2015
In
Original Application No. 106 of 2013
And
Original Application No. 69 of 2016
(Earlier OA No. 36 of 2013)

IN THE MATTER OF:

Capt. Mall Singh & Ors. Vs. State of Punjab & Ors.
And
Gaurav Jain Vs. State of Punjab & Ors.
And
Rajinder Singh & Ors. Vs. State of Punjab & Ors.

**CORAM : HON'BLE MR. JUSTICE SWATANTER KUMAR, CHAIRPERSON
HON'BLE MR. BIKRAM SINGH SAJWAN, EXPERT MEMBER**

Appeal No. 70 of 2012

Present: Applicant: Appearance not marked
Respondents: Mr. Naginder Benipal, Adv. for State of Punjab
Mr. Naginder Benipal, Adv., IAS for PMIDC
Mr. Manoj K. Singh, Ms. Naliva Bandhopadhyay;
and Mr. Manish Gopal Singh Lakhwat, Advs. for
Project Proponent

Original Application No. 106 of 2013

Present: Applicant: Mr. Tarunvir Singh Khehar and Ms. Guneet
Khehar and

Original Application No. 69 of 2016

Present: Applicant:

M.A. No. 610 of 2017 IN Execution Application No. 30 of 2016

Present: Applicant : Mr. Kamal Jeet Singh, AAG

Date and Remarks	Orders of the Tribunal
<p>Item Nos. 01 to 03</p> <p>August 04, 2017</p> <p>ss & ps</p>	<p>We have heard the Learned Counsel appearing for the parties. There are serious disputes raised by the parties, besides having raised claim against each other, they also equally well at shifting the blame on each other. As a result of non-functioning of the plant, it is the public health and environment at large, which is the victim.</p> <p>This plant at Bathinda was pilot project in the State of Punjab and on the basis of which remaining clusters; were to be constructed, but nothing has advanced, even this plant practically come to a halt causing serious public</p>

	<p>Item Nos. 01 to 03</p> <p>August 04, 2017</p> <p>SS & PS</p>	<p>health and environmental degradation in the area of Bathinda. As an interim measures and without prejudice to the rights and contention of the parties in the proceedings either personally or as may be instituted by the parties in future, we pass the following directions:-</p> <ol style="list-style-type: none"> 1. It has a Refuse Derived Fuel (RDF)-Cum-Composting plant which has capacity of 250-300 MT/day. However presently it is receiving 100 to 200 MT/day of municipal solid waste for processing. Thus, we direct that the Project Proponent shall receive 100 to 120 MT/day of municipal solid waste every day at its plant. The waste is to be collected by the Project Proponent itself. 2. The waste so received, shall be processed and there from RDF shall be generated besides the wet waste being used for composting purpose. 3. The plant will operate to its optimum capacity of 120 MT/day without default and without causing any adverse environmental impact. It shall be obligation of the Project Proponent to ensure that there is no odour and there is proper spray of disinfectants in accordance with Solid Waste Management Rules, 2016. 4. There shall be CCTV Camera operated round the clock in the plant and it shall duly record the entry and exit of trucks, quantum of waste brought to the plant, its process and if there is any obstruction caused by the person of the locality or any other person. 5. The Project Proponent shall at liberty to report to the officers concerned directly, in the event of any
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<p>Item Nos. 01 to 03</p> <p>August 04, 2017</p> <p>SS & PS</p>	<p>inconvenience or obstruction caused by outsider in running of plant and upon receiving such obstruction concerned officer and S.P. of the concerned area shall take immediate steps to ensure the plant does not come to halt under any circumstances and keeps treating/processing the waste in accordance with rules. The applicant would be entitled to part tipping fee and other charges of Rs. 2.5 Crores and would also be paid tipping fee @ Rs. 367/- per MT. However these payments will be without prejudice to the rights and claims of the parties in the appropriate proceedings.</p> <p>The Project Proponent shall comply with all the directions of the Tribunal that have been stated in the judgment of Capt. Mall Singh & Ors. Vs. Punjab PCB & Ors. dated 25th November, 2014.</p> <p>In the event any of the parties is found to be non-compliant of the above directions, such party and officer would be liable for proceeded against in accordance with law and we would also impose environmental compensation on them, if there is any default.</p> <p>Parties are at liberty to approach for issuance of any directions. The State Government is directed to issue appropriate directions to the power/cement/biomass based power plant in the State to accept RDF from the Project Proponent at the rate as may be defined by the State. However this also would be without prejudice to the rights and contention of the parties.</p> <p>There shall be joint team consisting of Member Secretary, Punjab Pollution Control Board; representative</p>
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	<p>Item Nos. 01 to 03</p> <p>August 04, 2017</p> <p>SS & PS</p>	<p>from the regional office of Ministry of Environment, Forest and Climate Change and a Professor nominated by the Director, Punjab Engineering College, Chandigarh.</p> <p>The committee shall conduct at least two inspections. The Member Secretary of the Punjab Pollution Control Board shall be the Nodal Officer and the report shall be submitted to the Tribunal.</p> <p>List this matter for hearing on 06th September, 2017.</p> <p>.....,CP (Swatanter Kumar)</p> <p>.....,EM (Bikram Singh Sajwan)</p>
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BEFORE THE NATIONAL GREEN TRIBUNAL,
PRINCIPAL BENCH, NEW DELHI

Appeal No. 70 of 2012
And
M.A. No. 1203 of 2015
In
Original Application No. 106 of 2013
And
Original Application No. 69 of 2016
(Earlier OA No. 36 of 2013)

IN THE MATTER OF:

Capt. Mall Singh & Ors. Vs. State of Punjab & Ors.
And
Gaurav Jain Vs. State of Punjab & Ors.
And
Rajinder Singh & Ors. Vs. State of Punjab & Ors.

CORAM : HON'BLE MR. JUSTICE SWATANTER KUMAR, CHAIRPERSON
HON'BLE DR. JUSTICE JAWAD RAHIM, JUDICIAL MEMBER
HON'BLE MR. JUSTICE RAGHUVENDRA S. RATHORE, JUDICIAL MEMBER
HON'BLE MR. BIKRAM SINGH SAJWAN, EXPERT MEMBER

Present:

Applicant
Respondent No. 3

Mr. Tarunvir Singh Khehar, Ms. Guneet Khehar and Mr. Sandeep Mishra, Advs. for R-3 Mr. Raj Kumar, Adv. and Mr. Bhupender Kumar, LA for Central Pollution Control Board
Mr. A. R. Takkar, Ms. Amarjit Kumar and Mr. Vineet Kumar, Advs.
Mr. Kamaljeet Singh, AAG, State of Punjab
Mr. Naginder Benipal, Adv.
Mr. I. K. Kapila, Mr. Atul Kumar, and Mr. Atul Kumar, Advs. for A to Z Infra
Mr. Manoj K. Singh, Mr. Nilava Bandyopadhyay and Mr. Manish Lakhawat, Adv for the Project Proponent
Mr. Sudhir Mishra and Ms. Petal Chandhok, Advs.
Ms. Petal Chandlok, Adv. for Amritsar Municipal Solid Waste Ltd.
Mr. Manoj K. Singh, Mr. Nitava Bandhopadhyaya and Mr. Manish Singh Lakhawat, Advs.
Brig. R.S. Sahota and Mr. Pankaj Upadhyay, Advs.
Mr. B.S. Jangr and Mr. Tejpal Singh
Mr. Vivek Garg, Adv. for Universal Biomass engery pvt. Ltd.
Mr. Kamaljeet Singh, AAG
Mr. Naginder Benipal, Adv. for PPCB
Ms. Deep Shikha Bharathi, Adv. for State of Uttar Pradesh

Date and Remarks	Orders of the Tribunal
Item No. 02 to 04 December 01, 2017 ss	We have heard the Learned counsel appearing for the parties. We make it clear that to manage the municipal solid waste generated in the State is the primary responsibility of the State Government and the Local Authorities. Of

	<p>Item No. 02 to 04</p> <p>December 01, 2017</p> <p>ss</p>	<p>course the citizens and even the corporate sector is expected to provide due assistance in discharging of this function, as without their cooperation and of other stakeholders it would not be possible for the State to perform this function satisfactorily. The Constitutional and Statutory mandate provides an obligation on all including the State and citizens to ensure decent and clean environment. Municipal Solid Waste is one of the major environmental problems not only in the State of Punjab, but in the entire country. The State of Punjab therefore must own its responsibility and discharging its constitutional and statutory function with utmost sincerity and without delay. The entire State of Punjab, as already noticed by the Tribunal in the judgment of the Capt. Mall Singh and Ors. Vs. State of Punjab & Ors., has been divided into 8 clusters and presently only 4 clusters have commenced with some activity while other have not taken up at all or the bidders have terminated the contract without progress on the ground.</p> <p>Not only we have heard all the concerned stakeholders, the State and local authorities, but even Chamber meetings were held by the Tribunal where the Chief Secretary and other dignitaries were present and even the Project Proponent. The issues were discussed at length and the Learned counsel appearing for the State of Punjab were directed to take clear instructions. Today the Learned counsel appearing for the Punjab submits that he has not instructed and even the senior officers from the State Government is present before the Tribunal, so are the Project Proponent and the applicants. Having heard all of them again we pass the following directions in</p>
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	<p>Item No. 02 to 04</p> <p>December 01, 2017</p> <p>ss</p>	<p>relation to the works of the clusters that can be expedited:-</p> <p>1. <u>Bhatinda Cluster</u></p> <p>It is admittedly before us that the Project Proponent has already installed/established Composting and RDF Plant at the part of the land which has been handed over to him. The total land possession of which is given to them is admeasuring around 30 acres in Bhatinda and nearly 14 acres is covered under Composting, RDF, for greenery and temporary landfill site.</p> <p>According to the Project Proponent, he is collecting/being supplied 100 MT of municipal solid waste every day, but if their submissions are accepted, they would even commence Waste to Energy Plant in this cluster. However they should be dealt with by the State fairly and they should be encouraged to successfully operate the plant rather than creating hindrance in their operation.</p> <p>The Issues raised before us we deal as follows:-</p> <p>a. Presently for establishing the Waste to Energy Plant the Project Proponent has 16 Acres of land jointly. The Learned counsel appearing for the Project Proponent submits that they should be provided more land. At this stage we reject this request, as the Project Proponent is already having nearly 16 Acres of land available and he should start the construction of the Waste to Energy Plant now without any further delay, however this will be subject to compliance of the conditions that are contained hereinafter:-</p>
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	<p>Item No. 02 to 04</p> <p>December 01, 2017</p> <p>ss</p>	<p>b. The State Government and Local Authorities shall provided 500 MT of waste from Bhatinda cluster or any other place they consider appropriate to the Project Proponent and the said waste will be delivered at the site itself, it shall be the obligation of the Project Proponent to segregate the waste as contemplated under the tender.</p> <p>c. The RDF produced by the Project Proponent including the RDF lying in its place i.e. 3388.1 MT, as stated, shall be directed by the State Government to be distributed to the Bio-mass Plants and the cement plant in the State of Punjab.</p> <p>d. The State Government shall pass an order without any further delay and ensure its implementation.</p> <p>e. However it is for the Project Proponent to ensure that the RDF fluff that is produced by the Project Proponent has a calorific value minimum of 2500 Kilo Caloric/Kg. If this standard is not met with, the State Government can refuse to direct consumption of the RDF by the Bio-mass Plant and the cement plant. The owners of the Bio-mass plant are also present before the Tribunal and they have agreed that they would take said RDF, however subject to it being of the requisite calorific value. The rate payable of the RDF would be the rate specified by the State Government/CERC.</p> <p>f. The Project Proponent shall submit within two weeks from today its complete plan with regard to</p>
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	<p>Item No. 02 to 04</p> <p>December 01, 2017</p> <p>ss</p>	<p>the construction of Waste to Energy Plant with complete time frame. The Project Proponent shall be obliged to adhere to the specified time frame and in default would be liable to pay environmental compensation.</p> <p>g. It shall be responsibility of the Project Proponent to ensure that it deals and manages 500 MT of waste per day in accordance with Solid Waste Management Rules, 2016 which will be precisely meant for Waste to Energy Plant and till that is commissioned it will accept 300 MT of municipal solid waste which shall be delivered by the State Government its agencies and local authorities without payment of any tipping fee. We leave it for the State Government and Local Authority to decide for themselves, if they would like to segregate the wet waste which can be composted locally and the cost of transportation could be saved, but this would not absolve the State or the Project Proponent for performing all the directions afore-stated strictly in accordance with the order of the Tribunal.</p> <p>h. The Project Proponent may approach the Punjab Electricity Regulatory Commission within 10 days from today and submit an application for specification of the rates that would be provided to the Project Proponent for purchase of power once the Water to Energy Plant comes into operation.</p> <p>2. <u>Firozpur Cluster</u></p> <p>The Project Proponent who was awarded</p>
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By Registered Post (AD)/Courier/Email

1. **The Principal Secretary**
Department of Power
Government of Punjab

Kind Attention: The Principal Secretary

2. **The Secretary**
Department of Industries and Commerce
Government of Punjab

Kind Attention: The Secretary

3. **Deputy Director Regional**
Local Bodies (Department of Local Government)
Amrik Singh Road, Veer Colony
Old Improvement Trust Building,
Bathinda (Punjab)

4. **Punjab Municipal Infrastructure Development Company**
SCO : 89-90, Sector 34A,
Chandigarh - 160034

5. **Municipal Corporation, Bathinda**
Mall Road,
Near Railway Station
Bathinda (Punjab)

Kind Attention: Municipal Commissioner

Date: 22 December 2017

Our Ref. No.:

Reference: Order dated 01.12.2017 passed by Hon'ble National Green Tribunal ("the NGT") in Appeal No. 70/2012 titled Capt. Mall Singh & Ors. Vs. State of Punjab & Ors.

Subject: Passing of necessary order/directions to cement and biomass based power plants in the State of Punjab to regularly purchase RDF from the Project Proponent i.e. M/s JITF Urban Waste Management (Bathinda) Limited



Dear Sir,

1. We, M/s JTF Urban Waste Management (Bathinda) Limited, the Project Proponent of MSW Processing Facility at Bathinda, write to you in furtherance to the above referred order of the Hon'ble NGT dated 01.12.2017 in Appeal No. 70/2012 titled Capt. Mall Singh & Ors. Vs. State of Punjab & Ors.
2. It is submitted that vide the said order dated 01.12.2017, the Hon'ble NGT has directed that the RDF produced by the Project Proponent including the RDF lying in its place i.e. 3388.1 MT shall be directed by the State Government to be distributed to the Bio-mass Plant and the Cement Plant in the State of Punjab. The Hon'ble NGT has further directed the State Government to pass any order without any delay in this regard. The relevant para of the order dated 01.12.2017 in this regard is reproduced hereunder for ready reference:

"c. The RDF produced by the Project Proponent including the RDF lying in its place i.e. 3388.1 MT, as stated, shall be directed by the State Government to be distributed to the Bio-mass Plants and the cement plant in the State of Punjab.

b. The State Government shall pass an order without any further delay and ensure its implementation."

3. In this regard, your good offices are requested to kindly pass necessary order/directions as directed by the Hon'ble NGT to the biomass plants and cement plant in the State of Punjab to regularly purchase the RDF produced by the Project Proponent through its Processing Facilities at Bathinda including the RDF lying at present i.e. 3388.1 MT and share the details of such biomass plants to which your good offices have directed to regularly purchase the RDF from the Project Proponent at the earliest so that we can sell the RDF to them otherwise our stocks will continue to accumulate.
4. Your good offices are further requested to issue appropriate order/directions/manner with regard to purchase/picking up (as the Hon'ble NGT has directed) of the existing stock of RDF i.e. 3388.1 MT which is currently lying at the Processing Facilities of the Project Proponent at Bathinda.
5. Kindly note that during the NGT hearing dated 24.11.2017 in the matter of Capt Mall Singh & Others vs State of Punjab & Ors., the biomass plants appearing before the Hon'ble NGT (namely Malwa Power Pvt. Ltd., Dee Development Engineers Ltd and Viaton Energy Pvt. Ltd.) committed before the Hon'ble NGT that the transportation cost of RDF will be borne by the biomass plants only and not by the Project Proponent. Therefore, it is also requested to kindly direct the



biomass plants and cement plants to arrange the transportation of the RDF either on their own or pay the transportation cost to the Project Proponent as per actuals.

6. It is requested to kindly issue the appropriate and necessary direction/order as directed by the Hon'ble NGT at the earliest otherwise our stocks will continue to accumulate which may result in causing hindrances in the operations of the Processing Facilities.

Thanking you.

Yours Sincerely,
For and on behalf of
JTF Urban Waste Management (Bathinda) Limited

Authorized Signatory

Copy enclosed:

Order dated 01.12.2017 of the Hon'ble National Green Tribunal in Appeal No. 70/2012 titled Capt. Mall Singh vs State of Punjab


JITF URBAN WASTE MANAGEMENT (BATHINDA) LIMITED

Jindal ITF Centre, 28 Shivaji Marg, New Delhi-110015. Tel. No.: 011-66463983/84; Fax No.: 011-66463982

By Registered Post (AD)/Courier/Email

1. **Kind Attention: Municipal Commissioner,**
Municipal Corporation, Bathinda,
Mall Road,
Near Railway Station,
Bathinda (Punjab).
2. **Deputy Director Regional,**
Local Bodies (Department of Local Government),
Amrik Singh Road, Veer Colony,
Old Improvement Trust Building,
Bathinda (Punjab).
3. **Punjab Municipal Infrastructure Development Company,**
SCO : 89-90, Sector 34A,
Chandigarh -- 160034.

Date: 28 February 2018

Our Ref. No.:

Reference: Orders dated 04.08.2017 and 01.12.2017 passed by Hon'ble National Green Tribunal ("the NGT") in Appeal No. 70/2012 titled Capt. Mall Singh & Ors. Vs. State of Punjab & Ors.

Subject: Request for necessary action/order/directions regarding non-payment to the Project Proponent i.e. M/s JITF Urban Waste Management (Bathinda) Limited for the RDF supplied to the biomass based Power Plants

Dear Sir,

1. We, M/s JITF Urban Waste Management (Bathinda) Limited, the Project Proponent of MSW Processing Facility at Bathinda, write to you in furtherance to the above referred orders of the Hon'ble NGT dated 04.08.2017 and 01.12.2017 in Appeal No. 70/2012 titled Capt. Mall Singh & Ors. Vs. State of Punjab & Ors.

Neelish G

Regd. Office: A-1, UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, Distt. Mathura (U.P.) - 281403

Tel No. : 05662-232426, 232001-03; Fax No. : 05662-232577

Plant Address: ITI Chowk, Mansa Road, B/s Roshan Oil Mill, Near STP Plant, Bathinda, Punjab -151001

CIN: U90001UP2011PLC069571, E-mail Id: info@jindalecopolis.com

Website : www.jindalecopolis.com



JTF URBAN WASTE MANAGEMENT (BATHINDA) LIMITED
 Jindal JTF Centre, 2B Shivaji Marg, New Delhi-110015; Tel. No.: 011-66463983/84; Fax No.: 011-66463982

2. It is submitted that vide the order dated 04.08.2017, the Hon'ble NGT directed the Project Proponent to continue its operations regarding Processing and Disposal of MSW for the Bathinda Cluster and generate RDF by such processing of the MSW. Further vide the said order, the Hon'ble NGT also directed the State Government of Punjab to issue appropriate directions to the power/cement/biomass based power plants in the State to accept RDF from the Project Proponent at the rate as may be defined by the State. A copy of the order dated 04.08.2017 is annexed herewith and marked as **Annexure 1**.
3. Subsequently, the Hon'ble NGT, vide its order dated 06.11.2017, also directed the Biomass and Thermal Power plants to be present before it on the next date of hearing. Thereafter, during the proceedings of the hearing dated 24.11.2017, the representatives of the biomass plants appearing before the Hon'ble NGT (namely Malwa Power Pvt. Ltd., Dee Development Engineers Ltd and Viaton Energy Pvt. Ltd.) agreed to purchase the RDF from the Project Proponent and further they also agreed that the transportation cost of RDF will be borne by such biomass plants only.
4. It is also to be noted here that vide the order dated 01.12.2017, the Hon'ble NGT further directed the State Government to pass an order for the distribution of the RDF produced by the Project Proponent including the RDF lying at its place i.e. 3388.1 MT to the Bio-mass Plants and the Cement Plants in the State of Punjab. The Hon'ble NGT further directed that the order in this regard shall be passed by the State Government without any delay and that it shall also ensure the implementation of its order. A copy of the order dated 01.12.2017 is annexed herewith and marked as **Annexure 2**. The relevant para of the Hon'ble NGT order dated 01.12.2017 is reproduced hereunder for ready reference:

"c. The RDF produced by the Project Proponent including the RDF lying in its place i.e. 3388.1 MT, as stated, shall be directed by the State Government to be distributed to the Bio-mass Plants and the cement plant in the State of Punjab.

d. The State Government shall pass an order without any further delay and ensure its implementation."

*Neelish
Gautam*

5. It is also a matter of record that the representatives/owners of the biomass plants present before the Hon'ble NGT also agreed to take the RDF from the plant of the Project Proponent at Bathinda and the same has also been recorded by the

Hon'ble NGT in Para 1(e) of its order dated 01.12.2017 and the same is reproduced hereunder for ready reference:

"e. However, it is for the Project Proponent to ensure that the RDF stuff that is produced by the Project Proponent has a calorific value minimum of 2500 Kilo Calorie/kg. If this standard is not met with, the State Government can refuse to direct consumption of the RDF by the biomass plant and the cement plant. The owners of the biomass plants are also present before the Tribunal and they have agreed that they would take the said RDF, however, subject to it being of the requisite calorific value. The rate payable of the RDF would be the rate specified by the State Government/CERC."

Rate of RDF as per CERC norms is Rs 1800/- per ton (with 5% annual escalation) at factory premises. Refer point no. 11.3.4 page 19 of CERC SOR dated 7th Oct 2015 attached as Annex - 3. It is clear that transportation cost shall be extra.

6. Accordingly, the Project Proponent, as per the requests of the biomass power plants, started supplying the RDF of the requisite standards and quality to the said biomass plants and has raised invoices for the same.
7. It is also pertinent to note here that the Project Proponent, vide its letter dated 22.12.2017 had requested your good offices to pass necessary orders/directions to the biomass plants to regularly purchase RDF from the Project Proponent and also to bear the cost of the transportation of the RDF as committed by them during the hearing dated 24.11.2017 before the Hon'ble NGT. A copy of the letter dated 22.12.2017 is annexed herewith and marked as Annexure 4.
8. However, the biomass plants have failed to release the payment for the RDF supplied to them at their door step by the Project Proponent pursuant to the directions of the Hon'ble NGT which has led to undue financial hardship to the Project Proponent and is hampering its operations regarding the Processing and Disposal Facilities at Bathinda.
9. In view of the above, your good offices are requested to kindly pass necessary orders/directions or initiate appropriate steps, in accordance with the orders of the Hon'ble NGT and the commitment given by the biomass plants before the Hon'ble NGT, for the release of the payment by the biomass plants to the Project Proponent for the RDF supplied at their door step.

*Neelam
G...*



JITF URBAN WASTE MANAGEMENT (BATHINDA) LIMITED
 Jindal ITF Centre, 28 Shivaji Marg, New Delhi-110015; Tel. No.: 011-66463983/84; Fax No.: 011-66463982

Thanking You,

Yours Sincerely,

For and on behalf of

JITF Urban Waste Management (Bathinda) Limited

Nalini Gupta
 Authorized Signatory

Copy to:

1. Malwa Power Private Limited
 Village – Gulabewala
 Distt.- Muktsar, Punjab- 152026.
2. Dee Development Engineers Limited
 Village- Gaddadhob,
 Tehsil Abohar,
 Dist.- Fazilka – 121007.
3. Viaton Energy Private Limited,
 Village- Khokhar khurd,
 Mansa, Punjab- 151505.
4. Universal Biomass Pvt. Ltd.
 Vill- Channu, Tehsil-Malout,
 Dist.-Shri Muktsar sahib, Punjab - 152107.



Ref. No.: VEPL/2018/JITF -7/227

Date: 08/03/2018

To,

1. **Municipal Commissioner,**
Municipal Corporation,
Mall Road, Near Railway Station,
Bathinda, Punjab.
2. **Deputy Director Regional,**
Local Bodies (Department of Local Government)
Amrik Singh Road, Veer Colony,
Old Improvement Trust Building,
Bathinda, Punjab.
3. **Punjab Municipal Infrastructure Development Company,**
SCO 89-90, Sector-34A,
Chandigarh 160034.

Subject: Reply to letter sent by M/S JITF dated 28-February-2018 regarding non-payment of RDF supplied to our Biomass based Power Plant.

Dear Sir,

1. This is in reference to letter sent by M/S JITF Urban Waste Management (Bathinda) Limited to Municipal Commissioner, Bathinda dated 28-February-2018. This letter was marked to our company M/s Viaton Energy Pvt. Ltd. also.
2. We, M/S Viaton Energy Pvt. Ltd. are operating a 10 MW Biomass Power Plant in village Khokhar Khurd, Mansa. We were allotted a Biomass Power Plant license by Punjab Govt. to generate electricity from agriculture residue mainly Paddy Straw and Cotton Stalk. We are supplying the generated electricity to Punjab State Power Corporation Limited as per our Power Purchase Agreement dated 04-April-2011. We consume more than 1 Lac Metric Tons of agriculture residue and out of that 55% is Paddy Straw which is collected from the nearby areas.
3. It is submitted that we have been procuring the RDF from M/S JITF Urban Waste Management (Bathinda) Limited since 03-September-2015 when there was no NGT order to use RDF in Biomass Power Plants. JITF Challan showing price is attached as **Annexure 1**.
4. It is submitted that the RDF supply was stopped due to various reasons pertaining to quality issues which were discussed with JITF team acting at that point of time. The JITF agreed to improve the quality up of the RDF to acceptable parameters of fuel which is 25- MM Size, 15% Moisture & 5% Dust.

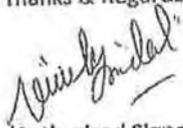
Regd. off: Gala, Floor-2, Cama Cold Storage, Sitaram Jadhav Marg, Cama Industrial Est, Delisle Road, Lower Parel, Mumbai-400 013,
T: +91 9969013200

Site address: Vill.-Khokhar Khurd, Ramditta wala-Bhaini Bagha Road, Tehsil & Dist: Mansa-151505.
T: +91 8437025107

CIN # U40109MH2009PTC284562

5. It is submitted that vide the order dated 04-08-2017, the Hon'ble NGT directed Biomass and Thermal Power Plants to use RDF produced by M/S JITF Urban Waste Management (Bathinda) Limited.
6. It is submitted that we invited M/S JITF Urban Waste Management (Bathinda) Limited to supply RDF to our plant during our meeting at PPCB Zonal Office in Bathinda. We agreed that RDF will be supplied as per the specifications and analysis report shared by PPCB vide letter No. 36928 dated 11-09-2017. (Approved Test Report of RDF by PPCB is attached herewith).
7. It is submitted that we wrote a letter to M/S JITF Urban Waste Management (Bathinda) Limited vide reference no. VEPL/JITF/2017-18/218 dated 18-11-2017 expressed interest in buying RDF as per the NGT guidelines. We requested M/S JITF Urban Waste Management (Bathinda) Limited to send us the RDF detailed Proximate & Ultimate analysis report of RDF as agreed which is not yet received. The acknowledgement copy of the letter is attached as Annexure 2.
8. It is submitted that we purchased RDF as per the Law of the Land i.e. as mentioned by M/S JITF Urban Waste Management (Bathinda) Limited, as per CERC SOR dated 07-October-2015, point no. 11.3.4 page 19 which says;
"11.3.4. Therefore, Commission considers Rs 1800 Per MT with an escalation at the rate of 5% per annum for fuel of RDF based MSW projects. This fuel may be RDF or preprocessed MSW. No Fuel cost is considered for MSW based projects.
9. It is submitted that we never disagreed about purchasing the RDF; we gave the same price as given in Hon'ble CERC orders. We are unable to accept the transportation cost being added in your invoices being sent to us. As per CERC notification cited by you in your letter and with the current CERC notification No.: 1/21/2017-Reg.Aff./(RE-Tariff - 2017-20)/CERC Dated: 17th April 2017, page no. 39 it clearly state that:
"RDF price during FY 2017-18 shall be Rs 1,800 per MT and shall be escalated at 5% to arrive at the base price for subsequent years of the Control Period, unless specifically reviewed by Commission. For the purpose of determining levelized tariff, a normative escalation factor of 5% per annum shall be applicable." The copy of the CERC notification is attached as Annexure 3.
10. It is submitted that payment of invoices No. 5010000089, 5010000092 and 50100000905 of M/S JITF Urban Waste Management (Bathinda) Limited have already been paid as per the Law of Land and CERC guidelines referred by Hon'ble NGT. There is no outstanding payable as of now.
11. We have always extended our support to M/S JITF Urban Waste Management (Bathinda) Limited, even when there was no regulations of Hon'ble NGT in this matter. We are still willing to abide the guidelines, regulations and work as per Law of the Land.

Thanks & Regards,



(Authorised Signatory)

For Vlaton Energy Pvt. Ltd.

Copy to:

1. M/S JITF Urban Waste Management (Bathinda) Limited,
Jindal ITF Centre, 28 Shilvaji Marg, New Delhi. 110015,

Ref. No.: VEPL/JITF/2017-18/218

Date: 18-11-2017

To,
Mr. Verinder Singh Luthra,
Senior Manager,
JITF Urban Waste Management,
Mansa Road, Bathinda, Punjab.

Subject: Use of RDF at 10 MW Biomass Power Plant of M/s Vinton Energy Pvt. Ltd., Village Khokhar Khurd, Mansa as Boiler Fuel.

Dear Sir,

This is in reference to our meeting held in the office of Sr. E. E. at Zonal office, PPCB, Bathinda and subsequent visit to your plant on dated 17th Nov. 2017 regarding physical inspection of RDF.

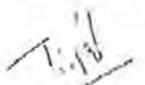
In order to comply with the directions of Hon'ble National Green Tribunal, we are pleased to use the RDF partially along with other biomass fuels at our plant. We invite you to supply RDF to our plant as per the specifications and analysis report shared by PPCB vide letter No. 36928 dated 11-09-2017. (Approved Test Report of RDF by PPCB is attached herewith).

The rate shall be Rs. 1800/- PMT on F.O.R basis. You are requested to send one load daily to our plant in case of any deviation to the above mentioned quality, a proportionate deduction or rejection shall be made accordingly.

Kindly ensure to dispatch the suitable quality of RDF so that it can be used at our plant.

Please send us the RDF analysis report of CPCB as agreed.

Thanks & Regards,


Tejpal Singh

For Vinton Energy Pvt. Ltd.

Letter received
for: JITF


Annexure -1



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	PUNJAB POLLUTION CONTROL BOARD Zonal Office, Street No. 12, Power House Road, Bathinda E-mail : seezobti@gmail.com

No. 3104

Regd.

Dated 25.09.20

To

- (i) The Commissioner,
Municipal Corporation, Bathinda.
- (ii) The Director,
M/s JITF Urban Waste Management (Bathinda) Limited,
Mansa Road, Bathinda.

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3994
28/09/2020

Subject:- Proceedings of personal hearing given to the Commissioner, Municipal Corporation, Bathinda and the Director M/s JITF Urban Waste Management (Bathinda) Limited, Mansa Road, Bathinda for refusal of consents to operate applied under the provisions of Water Act, 1974 & Air Act, 1981, by the Hon'ble Chairman on 11.09.2020.

The Followings were present:-

On behalf of Punjab Pollution Control Board:-

- Er. Krunesh Garg, Member Secretary
 Er. Pardeep Gupta, Chief Environmental Engineer,
 Er. Tejinder Kumar, SEE, Zonal Office, Bathinda.

On behalf of Municipal Corporation:-

- Sh. Bajjinder Singh, Project Manager

On behalf of JITF:-

- Sh. Nilesh Gupta, Director
 Sh. Verinder Singh Luthra, AGM
 Sh. Sanjeev Verma, Technical Head

SE
PM SWM
discuss after perusal pl.
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for stop

The SEE, Zonal Office, Bathinda brought out that the facility was granted consent to operate under the provisions of Water Act, 1974 & Air Act, 1981 on 29.10.2019 for operation of Integrated Municipal Solid Waste Treatment Facility for processing of Municipal Solid Waste @ 350 TPD (full capacity) to manufacture compost, RDF and Inerts, with validity upto 31.03.2020, subject to the usual conditions.

The facility applied for obtaining renewal of consents to operate of the Board under the provisions of the Water Act, 1974 and Air Act, 1981.

The Regional Office visited the facility on 21.03.2020 and it was observed as under :-

1. The facility was in operation during visit and the processing of solid waste was being carried out during visit.
2. The facility has provided secondary stage odour control system consisting of an ID fan to suck the odorous gases from the entire shed through two parallel running ducts along the composting pits and processing area. No system has been maintained to adjudge the conc. of odour absorbing chemical in the scrubbing solution of APCD.
3. The agency has provided a leachate collection tank having capacity of 950 Kl. As per the representative, the leachate is re-circulated in 12no pits. The agency has not provided any

proposal for installation of any effluent treatment plant for treatment of this leachate effluent.

4. The facility is not complying with the following conditions (to be implemented during operational phase) of the Environmental Clearance granted to it :-
 - i. The leachate from the facility shall be collected and treated to meet the prescribed standards before its reuse.
 - ii. The gas generated from the landfill facility shall be collected and disposed / utilized as per rules.
 - iii. The proponent shall obtain necessary clearance from the ground water authority for abstraction of ground water, if required.
 - iv. Periodical ground water / soil monitoring to check the contamination in and around the site shall be carried out as per provisions of the MSW Rules, 2000 / PPCB requirements.
 - v. Regular ambient air quality monitoring shall be carried out for all the parameters mentioned in the notification dated 16.11.2009 of the MoEF.
 - vi. The facility has yet not developed any Engineering Sanitary landfill facility.
 - vii. The risk assessment and disaster management plan should be prepared and implemented.
5. The facility has not made any efforts to adopt proper mechanism to measure and maintain the pressure difference inside the processing shed from outside.
6. The agency has not installed any ambient air quality monitoring stations in all the four directions to monitor the ambient air quality data on regular basis.
7. No treatment of the legacy waste has yet begun and neither any machinery for the same has been procured. The representative of the facility informed that the treatment of legacy waste does not fall in the preview of M/s JITF and it is to be done by MC, Bathinda.

Show cause notice for refusal of consent to operate under the provisions of the Water Act, 1974 & Air Act, 1981 was issued to the facility vide Board's letter no. 1311 dt. 08.05.2020 alongwith an opportunity to file objections, if any, in writing. The facility submitted its reply w.r.t. the show cause notice issued to it and the Regional Office, Bathinda has further reported as under :-

1. The facility has not provided any automatic system to adjudge the conc. of the odour absorbing chemical in the scrubbing solution. The system presently being used is on assumption basis (hit & trial) and is manual.
2. The facility has not provided / proposed any treatment plant for the treatment of leachate generated from the process and has further submitted that the entire leachate is re-circulated in 12 no. pits. The effluent sample was collected by the Board on 10.12.2019 from the leachate collection tank and as per the analysis report, the leachate stored in the tank is having high conc. of BOD, COD, TDS, TSS, Chloride and is not suitable for discharge/ reuse.
3. The sanitary land fill site which was proposed at Mandi Khurd has not been procured due to legal issues and presently the existing processing site is also being used as secured landfill of the inert material.

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4. The facility has not submitted any soil testing report and also the analysis report of the groundwater submitted by the facility is not from the approved lab. of the Board.
5. The facility has failed to submit any risk management and disaster management plan.
6. Since the shed of the facility is open from various points, pressure difference inside the processing shed cannot be maintained.
7. The facility in co-ordination with MC, Bathinda has not installed any ambient air quality monitoring station in all the four directions to monitor the ambient air quality data on regular basis. The ambient air quality analysis report submitted by the facility is not from the approved lab. of the Board.
8. Treatment of legacy waste falls under the preview of MC Bathinda and the project is yet to be commissioned. As per the representative of MC, Bathinda, the process of treatment of legacy waste will commission by end of July, 2020 as the project got delayed due to Lockdown.
9. Further, the Municipal Corporation, Bathinda has issued legal notice to the Facility with copy endorsed to the Board as under :
 - (a) That the solid waste processing facility was visited by the officials of MC, Bathinda on 09.06.2020.
 - (b) The facility was not performing good industry practices and was intentionally violating Solid Waste Management Rules.
 - (c) The facility was dumping the unprocessed waste from the plant pit area to the landfill site under the guidance / control and supervision of site staff (54 vehicles from 03.06.2020 to 09.06.2020 as per record).

The facility has failed to comply with the various provisions of the Water Act, 1974 & Air Act, 1981 and is thus violating the provisions of the said acts.

Show cause notice for refusal of consents to operate applied under the provisions of Water Act, 1974 & Air Act, 1981 was issued with an opportunity of personal hearing before the Chairman of the Board to the Commissioner, Municipal Corporation, Bathinda and the Director, M/s JITF Urban Waste Management (Bathinda) Limited, Mansa Road, Bathinda on 08.09.2020 which was attended by Sh. Baljinder Singh, Project Manager on behalf of Municipal Corporation, Bathinda. However, Mr. Rajat Garg, Counsel appeared on behalf of M/s JITF and requested for adjournment of the hearing.

The Competent Authority considered the request of the representative of the Facility and decided to give another opportunity of personal hearing to the Municipal Corporation, Bathinda and to M/s JITF Urban Waste Management (Bathinda) Ltd. on 11.09.2020.

Sh. Baljinder Singh, Project Head attended the hearing on behalf of Municipal Corporation, Bathinda and submitted vide its reply vide letter no.2253 dt. 07.09.2020, the relevant extract of which is as under:-

1. As per the order dt. 01.12.2017 of the Hon'ble National Green Tribunal, all the ULBs of the Bathinda Cluster started to bring MSW to the processing site as per the scope of work of the concessionaire as per the concession agreement. In the final orders of the Hon'ble National Green Tribunal dt. 08.10.2018 all the parties were directed to work as per the concession agreement dt. 23.11.2011.

2. Due to the arbitration / legal proceedings pending with the concessionaire, the Municipal Corporation is not able to visit the site and hence, is not in a position to submit any comments regarding the observations made during visit by PPCB on 21.03.2020, although as per the records available, the reply is as under:-
- a) The processing plant is operational as the concessionaire's email dated 24.08.2020 has been received citing the subject as Daily MIS Report of Bathinda P&D and the MC is further receiving daily processing report from time to time from M/s JITF about the plant operation.
 - b) The operation and maintenance of the processing facility is the entire responsibility of M/s JITF for ensuring the sufficient odour control measures are taken care of.
 - c) M/s JITF is solely responsible for the construction, operation and maintenance of leachate pits as per the agreement dt. 23.11.2011.
 - d) The conditions to be implemented during the operational phase of the processing plant as per the EC granted to the facility are to be complied with by M/s JITF, which is operating & maintaining the facility. The renewals of the approvals including Environment Clearance and the compliance with all the related conditions is the sole obligation of the concessionaire i.e. M/s JITF.
 - e) As per the concession agreement dated 23.11.2011, installation of Ambient Air Quality Monitoring System is not the responsibility of the MC, Bathinda and the contention of M/s JITF is fallacious.
 - f) Regarding treatment of legacy waste, tender for procurement of the machinery has been finalized by MC, Bathinda and the work for installation of the machinery has been started by the agency at the site on Mansa Road (which got delayed due to lockdown) adjoining the processing facility for which the foundation construction work is under progress and is likely to be completed by 30.09.2020.
 - g) Regarding the deficiencies noted by MC, Bathinda on 09.06.2020, it is submitted that M/s JITF is under legal obligation to ensure that the facility is operated in accordance with law and all compliances are made.
 - h) Presently, the facility is operational by processing the waste of not only MC, Bathinda but of other four ULBs also. M/s JITF is operating the project under the contractual obligation and due to the order of the Hon'ble District Court dated 15.01.2019 and 04.12.2019, since the concessionaire i.e. M/s JITF tried to illegally close the facility by giving the termination notice. The Hon'ble Court has directed M/s JITF to continue the processing facility operations till the ongoing arbitration proceeding in terms of the agreement dated 23.11.2011.
 - i) It is submitted and requested that a conditional CTO with a timeline to comply with the necessary requirements / conditions be issued in the name of the facility so that it does not stop because of the defaults of the facility.

Sh. Nilesh Gupta, Director submitted its reply vide letter dt. 07.09.2020, the relevant extract of which is as under:-

1. The concessionaire has always complied with the conditions of Environment Clearance as well as CTO and the applicable laws.
2. The concessionaire denies that it has failed to comply with the provisions of Water Act,

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- 1974 & Air Act, 1981 as alleged, however the concessionaire faced various obstruction and hindrances due to the Acts and omissions of the concessioning authority i.e. Municipal Corporation, Bathinda due to which they were constrained to terminate their agreement vide its termination notice dt. 05.12.2018, however they are continuing the operations due to the order dt. 04.12.2019 of the District Court, Bathinda.
3. There is no requirement under the Water Act, 1974, Air Act, 1981 & as per the conditions of environment clearance to install any automatic system to adjudge the concentration of the odour absorbing chemical in the scrubbing solution and present system adopted is effectively controlling the odour and for measurement of concentration of the solution used for odour absorption, the pH 10 of scrubbing solution is being maintained. It is denied that the present system is on assumption basis, as alleged.
 4. It is denied that the concessionaire is obligated to provide any treatment plant for leachate. The leachate collection pit has a suitable capacity to collect the leachate generated from the compost pit, which is recycled through PVC pipelines & pumps. The treatment of leachate is required only when the leachate is either being discharged in sewage or it was being reused.
 5. It is denied that the existing processing site is being used as secured land fill of the inert material as alleged. The concessionaire was prevented from establishing the land fill facility as per the requirements of the project due to failure of the concessioning authority to provide a vacant and encumber land at village Mandi Khurd earmarked for the SLF to the concessionaire. Further, the concessioning authority also failed to amend the environmental clearance for establishing the SLF at the alternative land at Mansa Road, Bathinda despite repeated reminders vide letter dt. 26.08.2016, 29.08.2016 & 01.06.2018.
 6. It is denied that the analysis report of the ground water submitted by the facility is not from the approved laboratory of the Board as the analysis was carried out by M/s Nitya Laboratories which is approved laboratory by the MoEF, Govt. of India. The facility regularly carried out the ground water monitoring and the reports of the same are submitted alongwith the renewal application of CTO.
 7. The copy of Risk Management and Disaster Management is submitted.
 8. The facility is taking all the measures and steps to maintain the pressure difference inside the processing shed and also to control the odour for which the concessionaire has installed the odour control mechanism.
 9. It is denied that the ambient air quality analysis report submitted by the facility is not from the approved laboratory of the Board as the analysis was carried out by M/s Nitya Laboratories which is approved laboratory by the MoEF, Govt. of India. As per the consent to operate dated 29.10.2019, granted to the facility, the installation of ambient air quality monitoring stations was a joint obligation of the Municipal Corporation, Bathinda and M/s JITF. They have requested vide letter dt. 01.06.2018 to MC, Bathinda to take appropriate steps as soon as possible in compliance to the conditions of the consent to operate, however due to the non cooperation of MC, Bathinda, the ambient air monitoring system could not be established.
 10. Treatment of the legacy waste is the obligation of MC, Bathinda.
 11. Due to the nationwide lockdown, the facility issued an impossibility to perform notice to the

(41)

MC, Bathinda on 27.03.2020 and it was impossible to continue the operations of the processing plant.

It was suggested by the Member Secretary of the Board that the facility can explore the possibility to treat the leachate in the STP installed by the MC, Bathinda which is adjoining to the Facility. He further suggested that the suction of the odour emissions within the processing shed can be improved by making small modification in the suction ducts.

After hearing the officers of the Board and the officer of the Municipal Corporation, Bathinda and representatives from M/s JITF, it was decided by Competent Authority as under :-

1. The facility will modify its suction mechanism provided in the processing shed to mitigate the odour related problem, within one month.
2. The facility shall make adequate arrangements to treat the leachate generated from the compost pits in the sewage treatment plant installed by the Municipal Corporation, Bathinda located adjoining to the processing facility, within one month.
3. The facility will ensure compliance of all the conditions of the environmental clearance granted to it by SEIAA vide its letter no.36350 dt. 30.08.2012.
4. The Facility and the Municipal Corporation, Bathinda will make joint efforts for installation of ambient air quality monitoring stations in all the four directions to monitor the ambient air quality data, within three months.
5. The Municipal Corporation will ensure the treatment and processing of the legacy waste lying at the site of processing facility by 30.09.2020.
6. Till the alternative sanitary landfill site is not provided by the Municipal Corporation, Bathinda, the JITF shall develop the existing site as secured landfill site for the disposal of inert material, in compliance to the orders of the Hon'ble NGT on immediate basis.
7. The JITF will provide within 15 days facility for washing of the tyres of the vehicles entering / leaving the premises carrying the solid waste.

Punjab
25/09
 For Senior Environmental Engineer
 Dated _____

Endst. No. _____

A copy of the above is forwarded to the Environmental Engineer, Punjab Pollution Control Board, Regional Office, Bathinda for information & necessary action.

 For Senior Environmental Engineer


PUNJAB POLLUTION CONTROL BOARD 516

Zonal Office, Street No. 12, Power House Road, Bathinda

 No. 96

Registered

 Dated 15/3/2023

To

1. The Commissioner,
Municipal Corporation,
Bathinda.
- ✓ 2. M/s JITF Urban Waste Management (Bathinda) Limited,
Mansa Road, Near ITI Chowk,
Bathinda.

Subject: Proceedings of the personal hearing given to the Commissioner, Municipal Corporation, Bathinda & M/s JITF Urban Waste Management (Bathinda) Limited, Mansa Road, Near ITI Chowk, Bathinda before refusal of renewal of consents to operate under the provisions of the Water Act, 1974 & Air Act, 1981 by the Chairman on 28.02.2023.

The following were present:

From Board's side:

Er. G.S. Majithia, Member Secretary
Er. Pardeep Gupta, CEE (B)
Er. Rakesh Kumar, SEE, ZO, Bathinda

From industry side:

Sh. Nandan Bansal, SDO, MC
Sh. Narinder Singh, AGM, JITF

It was brought out that M/s JITF Urban Waste Management (Bathinda) Ltd. has developed Integrated Municipal Solid Waste Treatment Processing at Mansa Road, Bathinda in an area of 20 acre for processing of municipal solid waste @ 350 TPD for the manufacture of RDF @ 170 TPD, Compost @ 32 TPD, Inert Material @ 67 TPD and Recyclables @ 3 TPD.

The facility was commissioned in June 2015. Presently, the facility is processing the solid waste generated from Bathinda.

SEIAA granted environment clearance under the EIA Notification 2006 on 30.8.2012 to the Municipal Corporation, Bathinda.

An application vide OA No. 413 of 2021 was filed before the Hon'ble National Green Tribunal by applicant Bikramjit Singh Shergill regarding a fire incident on 06.06.2021 at M/S JITF waste plant, Bhatinda, Punjab, wherein it was submitted that the fire erupted from the large quantity of inflammable material lying in the open space at dumpsite which shows that M/S JITF is not processing the city waste as per agreement. Earlier also the fire incidents have been reported from this dumpsite but no action has been taken.

The Hon'ble Tribunal formed a Joint Committee vide its order dated 02.02.2022 of CPCB, SPCB, MCB & District Magistrate, Bathinda to look into the grievances of the applicant and to submit the factual and action taken report in the matter. The report of the Joint Committee was e-mailed to the Hon'ble Commission on 24.08.2022.

The Hon'ble Tribunal vide its order dated 17.11.2022 has sought reply/response on behalf of Municipal Corporation, Bathinda and JITF Urban Waste Management (Bathinda) Ltd. and the matter is further listed for further consideration on 06.03.2023.

The facility/MCB was earlier granted consent to operate under the provisions of the Water Act, 1974 & Air Act, 1981 on 25.07.2022 with validity up to 31.12.2022 for

processing of Municipal Solid Waste @ 350 TPD (full capacity) to manufacture compost, RDF and inert, with following special conditions:-

1. The operator of the facility and Municipal Corporation authorities shall separately install 2 Ambient Air Quality Monitoring Stations each, within two months.
2. The MCB/Facility shall give details of measures taken by it to control fire incidents, within one month and shall make all-out efforts that no such incident shall occur in future.
3. The MCB/Facility shall upgrade Risk Management and Disaster Management plan, within one month.
4. The MCB/Facility shall develop the site as SLF for disposal of inert material, within 2 months.
5. The Municipal Corporation, Bathinda shall speed-up the processing of legacy waste and submits progress in this regard to the Board on monthly basis.
6. The operator of the facility shall ensure that no odour is felt in the vicinity due to its operations as well as storage of solid waste at site.
7. The facility shall also develop the vermicomposting/composting to manage the biodegradable solid waste. PP shall not throw, burn or bury any solid wastes in open, outside premises or in drain / water bodies.
8. The facility shall promote use of alternatives of single use plastics (SUP) and awareness to discourage use of plastic, through their Corporate Environment Responsibility (CER) activities. (See attached banner)
9. The facility shall ensure that there are no usages of single use plastic-thermocool disposable items such as water bottles / water pouches/water cups, plates, forks, spoons, straw etc. and single use decorating material made of plastic-thermocool or any other non-biodegradable material in the premises.
10. The facility shall properly handle and manage the solid wastages as per the provisions of the Municipal Solid Waste Rules 2016 and ensure that the solid waste is segregated & disposed of in an environmentally sound manner.

The facility has applied for extension in the validity of consent to operate of the Board under the provisions of Water Act, 1974 & Air Act, 1981.

Regular complaints are received regarding the foul smell emitted from the facility due to its operation in the vicinity.

The facility was visited by the officer of the Board on 13.12.2022 and it was observed that: -

1. The facility was not in operation.
2. Most of the spray nozzles provided to spray Ecolo Herbal solution for odour mitigation were not in working condition,
3. The facility has failed to install 2 no. ambient air quality monitoring stations.
4. The MCB/Facility has yet not developed the secured land fill (SLF) site for disposal of inert material.
5. The processing of the legacy waste is in progress, however at a very slow pace and no progress report w.r.t. same is being submitted with the Board by MCB.
6. The facility is discharging its leachate without any treatment into the STP installed by MC, Bathinda. The effluent sample of the leachate was collected by the officer of the Board on

10.12.2019 and as per the analysis report, the concentration of various parameters were found beyond the permissible limits prescribed for discharge into the sewer/STP.

In view of above, the facility/MCB have been issued show cause notice before refusal of consents to operate under the Water Act, 1974 & Air Act, 1981 with an opportunity of personal hearing on 28.02.2023.

During hearing-

1. Sh. Nandan Bansal, SDO, Municipal Corporation, Bathinda stated that the solid waste of the city is being processed by the facility namely M/s JITF at present which is entirely responsible for its day to day activities as per the contract executed between Municipal Corporation, Bathinda & the facility. He further stated that the Corporation is in the process to execute an agreement with another facility for processing the legacy solid waste at Mansa Road, Bathinda.
2. Sh. Narinder Singh, AGM, JITF submitted written reply w.r.t. notice issued to the facility which has been taken on record. He further stated that during the visit of the officer of the Board, the facility was under daily routine of cleaning and maintenance and as such the nozzles were not in operation at that specific time. He further stated the installation of ambient air quality monitoring stations (AAQMS) was a joint obligation of MC, Bathinda and M/s JITF, however the MC, Bathinda has denied its responsibility in the matter and is solely responsible for delay in installation of AAQMS. Presently, the inert material is being disposed off in the MSW pit on the land located at Mansa Road, Bathinda as per the instructions of MC, Bathinda as the Corporation has failed to provide of vacant and unencumbered land at village Mandi Khurd which was earmarked for development of a SLF site. The pipeline has been provided to discharge the effluent from the leachate tanks to the adjoining STP of 52 MLD capacity in compliance to the decisions of the Board.

During hearing, it was observed by the Chairman of the Board that the representatives of the facility and Municipal Corporation are throwing responsibility on each other for non-compliance of conditions imposed in the previous consents granted under the Water Act, 1974 & Air Act, 1981. Also, no satisfactory reply submitted by the facility with regard to regular complaints received regarding the foul smell being emitted from the solid waste processing facility & non-installation of ambient air quality monitoring stations. Moreover, the officer represented by Municipal Corporation, Bathinda failed to submit any written reply w.r.t. show cause notice issued as well as failed to submit details of legacy waste managed till date.

After hearing the representatives of JITF and officers of MC & Board as well as considering material facts on file, the Chairman of the Board has decided that:-

1. The consent applications applied by the facility under the Water Act, 1974 & Air Act, 1981 be returned as the consents are to be obtained by the Custodian i.e. Municipal Corporation, Bathinda.
2. The Municipal Corporation, Bathinda shall ensure to attend all the observations pointed out by the Board and shall apply for obtaining consents to operate under the Water Act, 1974 & Air Act, 1981, within 15 days.
3. Notice u/s 33-A of the Water Act, 1974 & u/s 31-A of the Air Act, 1981 be issued to the Municipal Corporation, Bathinda with the proposed directions to initiate legal action against the concerned authorities and to impose Environmental Compensation (EC) for violation of the provisions of the Water Act, 1974 & Air Act, 1981.

- 519
4. Environmental Engineer, Regional Office, Bathinda shall visit the facility, process the consent application to be applied under Water Act, 1974 & Air Act, 1981 by MC, Bathinda on merit.
 5. During hearing, it was made clear to the officer of the Municipal Corporation, Bathinda that in case of failure to comply with the decisions of the hearing and in case of any violation(s) in future, further action as deemed fit shall be initiated under the provisions of the Water Act, 1974, Air Act, 1981 & MSW Rules, 2016, without any further notice/opportunity.

Ravideep Singh
14/3
Asstt. Environmental Engineer (ZB)
For Chairman, PPCB

Dated _____

Endst. No. _____

A copy of the above is forwarded to the Environmental Engineer, Punjab Pollution Control Board, Regional Office, Bathinda for information and requested to ensure the compliance of decision of hearing within stipulated period.

SD
Asstt. Environmental Engineer (ZB)
For Chairman, PPCB



Municipal Corporation Bathinda

Near Railway Station, Bathinda Punjab 151001, Tel.No. 0164-2252812,

E-mail :- cmcbathinda@gmail.com



No: 1063

Date: 29.03.2023

To

The Chairman,
Punjab Pollution Control Board,
Bathinda

Subject :- Proceedings of the personal hearing given to the Commissioner, Municipal Corporation, Bathinda & M/s JITF Urban Waste Management (Bathinda) Limited, Mansa Road, Near ITI Chowk, Bathinda before refusal of renewal of consents to operate under the provisions of the Water Act, 1974 & Air Act, 1981 by the Chairman on 28.02.2023.

Reference:- Punjab Pollution Control Board letter No.961 dated 15.03.2023.

Regarding above cited subject, consent to process Municipal solid waste was granted by PPCB under special conditions in view of Water Act, 1974 and Air Act, 1981 up to 31.12.2022 to JTF as per Contact Agreement signed between MC Bathinda & JITF. JITF had applied for renewal of consent to operate required by it to operate the facility as per Environment Regulations.

About the continuous complaints being received by PPCB about foul smell near processing facility and during the visit of PPCB officials on 13.12.22, it is submitted that the work of bio-remediation of legacy waste is being carried out. When buried legacy waste is dug, smell is emitted from this buried legacy waste. It is not being emitted by processing plant operations.

Your office had issued a show-cause notice to MC Bathinda & JITF to appear at the o/o the Chairman, Environment Bhavan, Nabha Road, Patiala on 28.2.2023 at 12.30 pm on 28.2.2023, after hearing the facts from MCB/Facility before Hon'ble chairman PPCB, Chairman of the board has decided that

1. The consent applications applied by the facility under the Water Act, 1974 & Air Act, 1981 be returned as the consents are to be obtained by the Custodian i.e. Municipal Corporation, Bathinda.
2. The Municipal Corporation, Bathinda shall ensure to attend all the observations pointed out by the Board and shall apply for obtaining consents to operate under the Water Act, 1974 & Air Act, 1981, within 15 days.
3. Notice u/s 33-A of the Water Act, 1974 & u/s 31 A of the Air Act, 1981 be issued to the Municipal Corporation, Bathinda with the proposed directions to initiate legal action against the concerned authorities and to impose Environmental Compensation (EC) for violation of the provisions of the Water Act, 1974 & Air Act, 1981.
4. Environmental Engineer, Regional Office, Bathinda shall visit the facility, process the consent application to be applied under Water Act, 1974 & Air Act, 1981 by MC, Bathinda on merit.

Ampli

5. During hearing, it was made clear to the officer of the Municipal Corporation, Bathinda that in case of failure to comply with the decisions of the hearing and in case of any violation(s) in future, further action as deemed fit shall be initiated under the provisions of the Water Act, 1974, Air Act, 1981 & MSW Rules, 2016, without any further notice/opportunity. 521

As Municipal Corporation Bathinda is fully convinced that it is fully responsible to run the facility according to directions of PPCB & JITF is fully responsible to operate facility as per granted consent with special conditions by PPCB as stipulated in the contract agreement till arbitration case is decided, during the contract period. Next date of hearing is scheduled on 14.04.2023 in the arbitration Tribunal. So, we submit hereby that we have started process to apply for CTO. The reply to various observations by PPCB officials during visit are as follow:-

Sr. No.	Observation	Reply
1	The facility was not in operation.	Operation of processing Municipal solid waste is being done by JITF company.
2	Most of the spray nozzles provided to spray Ecolo Herbal solution for odour mitigation were not in working condition.	JITF has been asked to repair the out of order nozzles. MCB would ensure that all of them are made in working condition all the times.
3	The facility has failed to install 2 no. ambient air quality monitoring stations.	Municipal Corporation Bathinda has started process to procure 4 no. ambient air quality monitoring stations
4	The MCB/Facility has yet not developed the secured land fill (SLF) site for disposal of inert material.	Development of SLF site is in progress. This work will be completed within 20 days.
5	The processing of the legacy waste is in progress, however at a very slow pace and no progress report w.r.t. same is being submitted with the Board by MCB.	Previously, processing of legacy waste work was being executed by department itself. Now, work order to new contractor has been issued for this work through e-tender system & the work has been started by the contractor on the spot. This work is targeted to be completed before 31.12.23.
6	The facility is discharging its leachate without any treatment into the STP installed by MC, Bathinda. The effluent sample of the leachate was collected by the office of the board on 10.12.2019 and as per the analysis report, the concentration of various parameters was found beyond the permissible limits prescribed for discharge into the sewer/STP.	JITF company has already installed plant for treatment of leachate. But it is not in working condition. So, we have directed JITF to take remedial measures as soon as possible. MCB would ensure that it is in order all the times.

Krupa

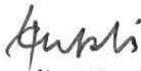
It is, therefore, requested that some time may be granted to complete above process to obtain the Consent to Operate and may allow to operate the processing facility uninterrupted in public interest.


Superintending Engineer,
Municipal Corporation,
Bathinda

Endst No. 1064

Date 29.03.2023

Copy to :- Project Manager M/s JITF Urban Waste Management Limited , Mansa Road, Bathinda with request to operate the facility as stipulated Contract Agreement till case is decided and as directed by Hon'ble Punjab & Haryana High Court.


Superintending Engineer,
Municipal Corporation,
Bathinda



RISK ASSESSMENT AND DISASTER MANAGEMENT PLAN



JITF Urban Waste Management (Bathinda) Limited

,ITI Chowk Mansa Road Bathinda, Punjab-151001



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Reviewed & Approved By: Head- JITFUW



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1. INTRODUCTION

JITF Urban Waste Management (Bathinda) Limited is committed to protect its Employee, Properties and the Environment through a comprehensive emergency / disaster planning and implementation of the procedure in order to minimize hazards to human health, property, environment and the community at large. The safety measures are required to be taken and company's response to control emergencies in case of major emergencies. Mock Drills are carried out from time to time; at least once in six months to ensure that the people are well aware of their roles during an emergency. It will also help to rectify any practical deficiencies in the plan.

1.1 THE FACILITY

JITF Urban Waste Management (Bathinda) Limited

Full Name and Address of the Factory

JITF Urban Waste Management (Bathinda) Limited,
ITI Chowk, Mansa Road Bathinda- 151001
E-mail – verinder.luthra@jindalecopolis.com

Address of Registered Office

JITF Urban Infrastructure Limited,
Jindal ITF Centre,
28, Shivaji Marg, Moti Nagar-110015
Phone Office: 011 45021983
Fax: 011 45021982

1.2 DEFINITIONS

Some definitions relevant to the emergency planning are given below:

Emergency:

An emergency is an abnormal incident posing a threat to the safety of the employees, environment or property within the JITFUWMBL premises, which can be brought under control using the resources and procedures for emergency response in place for the facility.

Disaster:

A disaster is an emergency, which poses a more serious threat to the safety of employees, environment or property within the JITFUWMBL premises, which cannot be brought under control using the resources and procedures for emergency response in place for the facility. Whether an emergency becomes a disaster depends on the following:

Disaster is a catastrophic situation in which the day-to-day patterns of the life are, in many instances, suddenly disrupted and people are plunged in to helplessness and suffering and as a result need protection, clothing, shelter, medical and social care and other necessities of life, such as –

- i) Disaster resulting from natural phenomena like earthquake, volcanic eruptions, storm, surges, cyclones, tropical storms, floods, landslides, forest fires, and massive insect infestation. Also, in this group, severe drought that will cause a creeping disaster leading to famine, disease, and death.
- ii) Second group includes disastrous events which are man-made, or by man's impact on environment, such as armed conflict, industrial accidents, factory fires, explosions and escape of toxic gases, river pollution, mining or other structural collapses; air, sea, rail and transport accidents, air crafts crashes, collisions of vehicles carrying inflammable liquids and dam failure.

Emergency Control Center (ECC):

The locations where the Emergency Controller and support staff assemble to respond to an emergency. It is a centralized location for monitoring the facility response and also serves as a control center for coordinating all communications, including the allocation and distribution of information. Staffing from pertinent technical and support groups assures accessibility to all required resources for an overall effective emergency response.

Emergency Drill

This is a disaster management simulation where hypothetical disaster situation created to check the response of the employees and identify the weaknesses by evaluating the results of the exercise and corrected by revising the plan.

On-Site Emergency Plan deals with measures to prevent and control emergency within the factory and not affecting outside public or environment.

Off-Site Emergency Plan will deal with measures to prevent and control emergencies affecting public and the environment outside the premises. The occupier should provide the necessary information on the nature, extent and likely effects of such incidents.

1.3 OBJECTIVES OF ON-SITE EMERGENCY PLAN

The basic objective of preparing the plan is to make the optimum use of resources at disposal within the shortest time in the event of any emergency. This can be described as follows.

- i. To define and assess emergency, including risk and environmental impact assessment.
- ii. To control the incidents.
- iii. To safeguard employees and people in vicinity.
- iv. To minimize damage to property or/and the environment.
- v. To inform employees, the general public and the authority about the hazards/risks assessed, safeguards provided, residual risk if any and the role to be played by them during emergency.
- vi. To identify the personnel affected / dead and inform their relatives and provide for their needs.
- vii. To secure the safe rehabilitation of affected areas and to restore normalcy.
- viii. To provide authoritative information to the news media.
- ix. To preserve records, equipments etc. and to organize investigation into the cause of the emergency and preventive measures to stop its recurrence.
- x. To ensure safety of works before personnel re-enter and resume work.
- xi. To work out a plan with all provisions to handle emergencies and to provide for emergency preparedness and the periodical rehearsal of the plan.

Onsite emergency plan has been designed based on the range, scales and effects of emerging hazards and loss of containment scenarios and their impact. The Onsite emergency plan addresses the range of impacts of the major hazards so that potential harm to people on-site and off-site, plant and environment can be reduced to a practicable minimum.

2. RISKS AND ENVIRONMENTAL IMPACT ASSESSMENT

2.1 PLANT OWNERSHIP

JITF Urban Waste Management Bathinda Ltd. is engaged in Waste Processing and associated activities viz. storage of MSW, RDF and Compost & Diesel (diesel only for vehicle and DG operation).

The facility layout is enclosed as **Annexure-1**.

2.2 DEPLOYMENT OF EMPLOYEES & SECURITY STAFF

Details of deployment of manpower, work in three shifts, are given below.

Category

Managerial Staff	General Shift
Officers/Supervisors	(A, B, C & General Shift)
Technicians/Workers	(Working in A, B, C & General Shift)

2.3 MEDICAL AND FIRST AID

We have certified First-aiders round the clock for giving first aid to the affected personnel during emergency situations.

One Emergency Vehicle (only Bolero) to the referral hospitals is available round the clock in the premises. In the event of multiple casualties, the ambulance will be available on request immediately from the hospitals.

2.4 Details of Storage of Hazardous Materials in Bulk

S. No.	Material Stored	Storage Condition	Tank Capacity	Control Measures
1	Diesel	Ambient	500 x1 liter	ABC type fire extinguisher Mechanical Foam Fire extinguisher

Safety instructions for unloading of Diesel are displayed in the area. Further unloading of Diesel is carried out in presence of Store Personnel. Due care is taken to avoid any incident. Materials like matchbox, Cigarettes, etc. are deposited at security gate. Vehicle entry is governed by Security & Stores Departments through a proper checklist. Checklist is filled and signed by store personnel before unloading.

There is no underground storage tank. Diesel storage is above ground and is provided with Mechanical Foam Fire Extinguisher Type Cylinder for cooling in case of fire. Also, double earthing system is provided in the Diesel storage area.

To control any hazard that may eventually occur, appropriate precautionary measures are taken in storage areas. These measures include:

- Different types of firefighting equipment & system such as fire buckets, fire extinguishers (CO₂ type and ABC type), fire hoses and branch pipes
- Fixed fire-fighting system (hydrant system, Hose Reels, water spray system & long-range water monitor) etc.

2.5 PLANT HAZARDS & CONTROLS

1. Diesel storage, oil extraction tank & electrical panels are provided with fire extinguishers to control fire hazard.
2. All equipment is provided with double earthing.
3. Earth Continuity is being tested at periodical intervals. Earth pits are maintained as per the prescribed standards.
4. All, cranes & lifting tools & tackles being tested regularly by competent person as per Factories Rules for fitness tests.
5. All buildings and structures are provided with lightning arrestors.
6. A well-defined work permit system is in place to carry out hot works, work at heights, confined space jobs and other critical jobs.
7. Refer to enclosed annexure for detailed note on Fire fighting capabilities including Fire Hydrant Facilities, Fire extinguishers, Fire suits, Self-Contained Breathing Apparatus etc.
8. Safety surveillance is being ensured through a dedicated team of experienced EHS personals. They observe unsafe conditions and act also ensure necessary actions are taken to address them.
9. Fire Fighting Drills, Mock Drills are conducted from time to time.
10. New recruits are trained for half day on Safety on second day of joining.
11. Training is conducted as per the training calendar covering all employees. Basic Firefighting, First-Aid, SCBA, Fire drills & Material safety data sheets is part of safety training.
12. Safety inspections are conducted periodically, and observations are attended without any delay.
13. Spark arrestors are in place for the purpose of vehicles entering in TR hall for MSW unloading.
14. Security guards are manned at all two gates of plant and have thorough vigil on movement.
15. One emergency vehicle round the clock is stationed at main gate.

2.6 SAFETY FUNCTION

Training on EHS aspects is imparted to the personnel in JITF Urban Waste Management (Bathinda) Limited at regular intervals. New employees are inducted through Safety Training immediately after their joining.

Safety manual is prepared which addresses safety philosophy, Safety improvement plans, safe-handling procedures for plant and storages etc. Safety inspection is conducted regularly and observations arising out of audits are addressed with due care. The safety committee meetings are conducted regularly where safety issues such as training, accident/ incident review, status of emergency control equipment, permits etc. are discussed.

Safety boards are displayed strategically within the facility where information related to safety is to be communicated. Adequate number of Personal Protective Equipment (PPE) is available in the plant. Procedures are prepared & Risk assessment of all activities is being carried.

2.7 ENVIRONMENTAL IMPACT ASSESSMENT

All products, services and activities are critically examined for likely hood of associated environmental aspects. All the products, services and activities which have a direct / indirect bearing on surrounding environment are evaluated for significance through a defined method.

2.8 RECORDS AND PAST INCIDENTS

No major toxic releases/ fire or any other disaster has taken place in the past. As per the plant personnel, there are minor incidences, which took place, which did not result in major injury, financial loss or any legal implications or liabilities.

2.9 RISK ASSESSMENT

2.9.1 Identification of Hazards

The major emergency situations arising out of the various hazards identified within the facility are listed.

IDENTIFIED EMERGENCY SITUATIONS

S. No.	Situation	Location	Department
1	Accident during vehicle movement	Plant gates/Plant	Security
2	Fire in HSD storage tank/Drums	HSD Yard	Store
3	Fire (storage of LPG/O2 gas cylinders)	Store Yard	Store
4	Fire in paints, oil and lubricants in store yard	Store yard	Store
5	Electrical fire (Overloaded circuits)	Electrical cables (Plant)	Electrical
6	Bursting of gas cylinders	Plant/Mech. Site	Mechanical
7	Fire in RDF	Plant/RDF Yard	Operation

Serious Injury to person/s. due to collapse of structure /building apart from above

Fire may be localized pool fire or flash of flammable vapors that may have drifted a considerable distance before getting ignited.

Serious injuries to person are possible due to slips, falls, trips, electrocution, release of energy, rotating machines, fall of objects from height, fire / explosion / release of toxic substances / collapse of structure /building etc.

2.10 OTHER EMERGENCIES

The emergencies arising due to

2.10.1 Fire and Explosion Due to Electrical Failures

- i. Short-circuiting due to loosen wiring.
- ii. Use of non-industrial fittings.
- iii. Static electricity as a result of improper bonding/ grounding to tanks, tanker & pipelines etc.

2.10.2 Fire and Explosion Due to Vehicles

- i) Exhaust of vehicle, if effective spark arrestors are not provided.
- ii) Spark from the loose contact on vehicle batteries.

2.10.3 Fire and Explosion Due to Others

- i) Lighted scented sticks (agarbatti) in a truck.

- ii) Lightning.
- iii) Smoking in prohibited zones.
- iv) Dry Grass Fire.
- v) Hot surfaces like steam lines etc.

2.10.4 Water / Food Poisoning

Symptoms, sudden discomfort, affect the digestive system shortly after the consumption of water, tea or food.

2.10.5 Natural Disasters

- i) Earthquake.
- ii) Flood or Collapse of Civil Structure.

2.10.6 Emergency Siren/Alarm. At the Security gate there are two buttons, one is a mute button and the other is an alarm button

2.10.7 Declaration of Minor Emergency

Any minor emergency will get announced automatically if any MCP (Manual Call Point) is broken. The local sounders in that zone and the main siren will start sounding as soon as the MCP is actuated or any smoke sensor in certain areas are actuated due to detection of smoke. The Security personnel at the gate has a mute button which he will press after allowing the sounder alarms to run up to 90 seconds (one and half minute)

Minor emergency can also be declared by the security person on receiving a confirmed message (for those areas where MCP is not available), by pressing the alarm button three times for 30 seconds, with an interval of ten seconds in between.

2.10.8 Declaration of Major Emergency

A major emergency will be declared on the decision of the Incident Controller or on the advice of the Site Main Controller. This will serve to alert the neighboring community and the Industries to get prepared for action on receiving specific communication from the Site.

Major Emergency situation will be announced by the security person at the gate by pressing the Alarm/by using PA system.

2.10.9 All clear Siren

The all clear siren will serve to communicate that the emergency situation is over and the Core-group / key persons may go back to their workplace. This siren is sounded by the security person when he receives the instruction for sounding the

same by pressing the Alarm button and allowing the sounder alarm to run for up to (one minute only)

3. EMERGENCY ORGANISATION

3.1 EMERGENCY CONTROL CENTER (ECC)

Emergency control center is located at main gate. Emergency control center is provided with External & Internal telephones for the purpose of communication during the emergencies.

External Telephone Number – 7507016009

ECC is facilitated with the following things:

1. Layout of Fire Hydrant System
2. List of Key Personnel with Contact numbers
3. List of External Agencies & Member of Mutual Aid with Contact numbers.
4. List of Fire Fighting Equipment of the location
5. A copy of On-site Emergency plan
6. Stationary (white papers, pencils, erasers etc)
7. White board with duster & marker pen
8. Table & chairs for meeting

3.2 KEY PERSONS AND THEIR RESPONSIBILITIES

3.2.1 Action by Security Personnel at the Main Gate:

- a) On receiving confirmed information about an emergency on phone or by running caller/PA system/Walkie-talkie (not through MCP) switch-on the local emergency siren and carry out their specified duties.
- b) Inform Shift Engineer and Shift Electrician through mobile phone.
- c) Communicate Operation Head, Maintenance Head, HR- Head, Admin. & Security Head & EHS Head through Phone.
- d) One person to rush to the site with Mobile Phone

3.2.2 Duties of Site Main Controller: Plant Head

The Site main controller (Plant Head) is responsible for overall organization and strategy of the emergency response, coordinates logistical efforts and has the authority for the final decision in any emergency action. Plant Head of JITFUWMBL is the Main Site Controller with the specific responsibilities as follows:

- a) Assume control of the Emergency Control Center (ECC).
- b) Implement the Emergency Plan and plan against the escalation.
- c) Maintain contact with Local Authorities and Mutual Aid Partners.
- d) Receive updates on control measures taken by the Emergency Coordinator.
- e) Assess the situation and direct actions to minimize damage and loss of life
- f) Declare the emergency "under control" and authorize the "all clear" signal

3.2.3 Duties of Incident Controller: Alternate Shift Engineer on Duty

- a) On hearing the Emergency Siren, he will rush to the site of emergency.
- b) He will immediately takeover the charge of the site from the Area Supervisor and instruct him to carry out other duties.
- c) Carry out the listed actions as per the need of the situation.
- d) Direct for plant shut-down operations (if needed) to control the emergency.
- e) Mobilize all resources available including man, equipment, information etc. to control the situation and prevent it from further aggravating.
- f) Instruct the First Aid, Fire Fighting & other persons at the site to carry out various tasks.
- g) Most important of all arrange for rescue of any injured / affected / trapped persons and prompt medical aid.
- h) Control the spread of fire / further enhancement of situation –
 - Stopping power to the area
 - By cooling the area around the site by spraying water
 - By removing the material around the fire site.
- i) Call for more supply of firefighting equipment / emergency equipments, if required.
- j) Prevent unauthorized crowding of persons. Ensure control of other operations including isolation from the affected area.
- k) Guide the Emergency Crew in their actions for fighting fire / combating the toxic gas release and keep a close watch.
- l) Arrange for Medical aid, Stretcher, First Aid, Ambulance, and Doctor.
- m) Maintain contact with the Main Gate Control through the security guard at site and one more person stationed as messenger.
- n) If he feels the situation can turn into a major Emergency he will contact the Emergency Controller and with his consents instruct Main Gate Security for

the Major Emergency alarm (PA system).

- o) Inform Fire Brigade, Hospital etc. as per requirement through ECC / Main Gate Security.
- p) Once the emergency situation is under control, he will inform to the security through walkie talkie for the all clear siren.

3.2.4 Duties of Emergency Controller- Admin & Security Head:

- a) Rush to Gate, ensure only the right people are allowed to enter the premises.
- b) Capture Head Count related information in consultation with Time Office & Security Department.
- c) Arrange for transportation of personnel like fire fighting personnel, plant operating personnel, security personnel and casualties /affected persons inside or outside the factory premises.
- d) Arrange to communicate adequately with the Police station, Fire brigade and other Authorities as directed by main site controller. Attend all telephone calls from press/govt. agencies.
- e) Arrange for canteen facilities for personnel on duty as well as in the affected area. Ensure that Medical aid is rendered.
- f) In case of a need, inform the neighboring industries about the state of emergency and action required to be taken by them.
- g) Make sure that personnel actually required to control the Emergency situation should only be present there. No unwanted personnel should crowd around the affected area.
- h) Ensure security and safety of plant property during the period of emergency.
- i) Keep a watch on outsider / insider to avoid further loss of property / material.
- j) Maintain vigilance at the site of emergency for at least one hour after emergency is brought under control.
- k) Maintain constant contact with the ECC and Main Site Controller and be available for instructions.
- l) To coordinate with corporate mass communication staff to prepare a written statement, this would only be shared with the external agencies like Press, Police, other govt. agencies etc.
- m) Maintain contact with the Emergency Control Centre and be available for instructions.
- n) Will inform to all nearby hospitals for medical aid for sufferers and fire station for fire brigade.

3.2.5 Duties of Maintenance Head:

- a) Rush to the site & assess the gravity of the situation with a view to rendering all maintenance help as may be necessary for isolation of vulnerable equipment.
- b) Ensure starting and un-interrupted running of Fire Water pump. Provide services of Mechanic & Electrician at site.
- c) Isolate power supply to the affected area, if required.
- d) In the event of a power failure at the time of emergency, ensure running of D.G. Sets and un-interrupted supply to the firewater pump.
- e) Provide for emergency lighting, if needed.
- f) Co-ordinate any civil jobs required to be done by contractor's labour, if necessary.
- g) Maintain constant contact with the ECC and Main Site Controller and be available for instructions.

3.2.6 Duties of Emergency Coordinator- EHS Head: Admin

- a) Rush to the site of emergency & assess the situation with regard to fire fighting and safety and extend help to Main Site Controller.
- b) Arrange for supply of suitable additional Safety / Emergency and Fire equipment as may be required.
- c) Keep in touch with other "Key personnel" and render advise / assistance as required.
- d) Organize formal investigation of the accident and assist in filing reports for statutory requirements.
- e) Maintain contact with the Emergency Control Centre and be available for instructions.

3.2.7 Duties of Utility Operator

- a) As soon as hear the Emergency Siren, rush to the fire pump house 3.
- b) Ensure the proper running of fire pumps and keep the constant watch on the pressure of the system it should be always in between 5 Kg/cm² to 7 Kg/cm² .
- c) Keep watch on the water level of water storage reservoir.
- d) In case of power failure run the diesel driven engine.

4. COMMUNICATION SYSTEM

4.1 INTERNAL & EXTERNAL COMMUNICATION

Using following system does emergency Communication

- **Emergency Siren:** All Manual Call Points of Fire Alarm system are connected with the Emergency. During emergency if anybody activate the

MCP, Emergency Siren sounded throughout the factory premises.

- **Public Address System:** It is used for declaring the major emergency and or evacuation of the plant personnel. Presently it is connected with Mobile/Telephone facility and is given throughout the plant.
- **A Mobile phone:** These are available with Security Main Gate, shift in charge on duty & Shift Electrician. It can be used during the emergency for emergency communication.

5. ACTION ON SITE

5.1 ACTIVITIES DURING THE EMERGENCY

5.1.1 General

Action by personnel who notice the emergency

- Shout Fire! Fire!, Fire! Or Help! Help!
- He will inform area supervisor and Security at Gate
- Break MCP at the nearest location
- Keep himself safe and try to mitigate the situation if he is confident to do it himself

On hearing the emergency siren, the plant emergency key personnel should carry out the following operations immediately: -

- Area Officer/ Supervisor start the fire fighting / emergency rescue operation with the help of firefighting team.
- Shift Engineer rushes to the site and take the charge from Site controller.
- Site Key personnel start their action as per their responsibility.

5.1.2 Remedial Action in case of Fire / Explosion

- Approach the Fire in upwind direction.
- Keep the safe distance while combating the Fire / Explosion.
- Attempt to extinguish fire with the help appropriate Fire extinguishers and sand.
- All pipeline and tank valves should be closed and all the operations inside the Plant should be stopped. Isolate the fuel from the source of fire.
- Isolate the electrical supply, if needed.
- In case of large fire, use the hydrant system & spray water with nozzle after ensuring complete isolation of electric circuit in case of electrical fire.

- In case of fire in diesel use appropriate AFFF foam
- Keep the surrounding tanks / containers etc. in cool condition by using water spray system.

5.1.3 Remedial Action in case of accidental release of Gas Cylinders

- Disconnect the supply of the source of gas / vapor by isolating valve.
- While attending mitigation of Toxic Gas / Vapor release always use respiratory protection (Self Contain Breathing Apparatus / /Breathing airline respirator)
- Use protective clothing and suitable Personal Protective Equipments.
- Others to use wet handkerchief for covering the nose, mouth & face.
- Let trained personnel plug leak using emergency handling kit & using SCBA.
- Remove the affected personnel to safe area.
- In case of leakage in a closed area /room, then ventilate the area and gear up for evacuation.

5.1.4 Remedial Action in case of Loss of Containment

- Contain the leakage well within.
- Transfer the material from secondary containment to suitable containers / drums with the help of mobile pump.
- Shift the containers / drums to a safe location.
- Put the suitable absorbents (Sand / Lime / Soda ash) on the affected area.
- Collect the soaked absorbent in a container and dispose the same to waste storage yard for secured land filling.
- Clean the affected area with water and divert the same for treatment.

5.1.5 Remedial Action in case of Water / Food Poisoning

Symptoms, sudden discomfort, affect the digestive system shortly after the consumption of water, tea or food.

Remedial Action

- Person observing the symptoms should inform the EHS / Admin Head.
- Emergency Controller after discussion with Site main Controller to announce the necessary instructions to concerned persons.
- Employees trained in first aid who are not victims, should render first aid assistance to the affected persons.
- Security guard at gate should allow entry / exit of rescue vehicle/ ambulances.

5.1.6 Remedial Actions in case of Natural Disasters

5.1.6.1 Earthquake

Safety factor accounting for earthquake has been considered for the design of civil foundations for the plant. To reduce earthquake risk, unit needs to be examining for its strengths and weaknesses, and systematically take actions, which reduce or eliminate the weaknesses.

As soon as indication of earthquake starts all the moving parts inside Plant should be stopped. Plant personnel should not stand near or below the tanks & should try to reach at open space & wait for next instruction from Main Site Controller. In case of receipt of ALL CLEAR signal cautiously needs to enter in a plant as any disturbed material due to shock may fall down.

5.1.6.2 Flood or Collapse of Civil Structure

- a. All pipeline & tank valves should be closed & all the operations inside Plant should be stopped. The intensity of operations should be reduced or stopped; once the weather department announces possibility of storm or cyclone.
- b. All the filled tank trucks should be evacuated to safer places.
- c. Emergency controller / Main site Controller should contact district authorities: Collector and Police immediately for necessary help.
- d. Persons inside the Plant should be evacuated as soon as possible & it is also important to access at higher elevation during flood.

5.2 Off Site Emergency – Vehicular Accidents

- Company Owned Vehicles
- Transport Vehicles

In-case of any vehicular Accident off site, the intimation received from any source at security gate or any other responsible person such as Head Operation, Head Admin & Security, he will immediately report Site main controller and Incident Controller. Emergency Controller (Head Admin & Security) will rush to the site and send ambulance with first Aider for providing necessary first Aid & shifting to Injured Person/s. After reaching the site he will report to Site Main Controller and Brief about the Incident and Site Main Controller in turn will instruct to Incident Controller to inform the Local Authorities such as police, Distt. Administration if required. In-case of Transport Vehicles, Head Admin & Security will inform to concerned Transporters In-charge to reach the site to provide necessary help & support to victims. All Injured Person will shift to civil Hospital for necessary Further Treatment.

5.3 ASSEMBLY POINTS

There are two assembly points:

1. Assembly Point-01 Lawn Near Gate no 2.
2. Assembly Point-02 Near Gate-3.

Immediately being aware of the emergency Plant Head shall rush to Emergency Control Center to take charge of the incident. He will direct to declare an emergency based on type of emergency. Plant Head will decide safe close down of plant & will check all non- essential workers; visitors & contractors are evacuated to assembly points. Further he will ask HR Department & Admin. & Security Department to take charge of assembly points & to complete the head count & casualties assembled. Finally, he will make arrangement to transfer them to other place as per instruction.

5.4 SAFE SHUT DOWN

As stated earlier during emergency Plant Head (Site Main Controller) will direct the safe close down of plant in consultation with incident controller, if necessary. So as to activate safe close down of plant.

5.5 ROLE OF EXTERNAL AUTHORITIES

On consultation with Main Site Controller, Emergency Controller will consult with the External Agencies for further help and information. After safe close down of plant and evacuation of personnel at assembly points, he shall need to ensure search for casualties within affected area & arrangements for hospitalization of victims or any additional help, if required needs to be contact with the External Authorities. Details of External Authorities with telephone numbers are presented in below table

CONTACTS OF EXTERNAL EMERGENCY SERVICES

FACTORY		
1	Security Main Gate	75270-16009
2	Plant Head	75270-16001
POLICE STATION		
1	Police Control Room	100

2	Police Station	0164-2284169
3	SHO	75080-18127
FIRE STATION		
1	Fire Control Room	101
2	Fire Officer	98150-97811
HOSPITAL		
1	Civil Hospital	0164-2210711
2	AIIMS	0164-2867250
3	Max Hospital	0164-5212000

Communication with external emergency services:

A regular liaison with external emergency is maintained by the Head Security, Admin. & liaison. He shall obtain the required assistance from these agencies in case of any emergency.

5.6 TRAINING, REHEARSAL AND RECORDS

5.6.1 Training & Mock Drill

Safety, health & environment related training are planned and organized by EHS Department.

The Onsite Emergency Plan for its validity, refinement and updating with reference to its rehearsal or Mock drills are planned & organized once in a quarter or at least once in six months or so.

Objectives for testing the plan are given below:

- To familiarize emergency response personnel with their roles and duties to be performed.
- To ensure efficacy of the emergency response mechanism.
- To check coordination of reactions and response of emergency services.
- To gain experience and confidence.

5.6.2 Evacuation by Public Address System (P.A.)

For evacuation of personnel and for communication to large number of

people during emergency of both types i.e. Minor & Major, Public address (P.A.) system is used. Thus, during for major emergency, evacuation announcement in particular shall be carried out through P. A. system and will be considered as evacuation warning.

IMPORTANT TELEPHONE NUMBERS (INTERNAL)

WHOM TO INFORM IN CASE OF EMERGENCY		
Sr. No.	Contact Person	Mobile No.
1	Mr. Verinder Singh Luthra	+91 75270 16001
2	Mr. Sanjeev Verma	+91 75270 16002
3	Mr. Jagmohan Singh (HR Manager)	+91 7527016005
4	Sanjay Singh (Dy. Manager)	+91 7069040248
5	Prakash Singh (Store In-charge)	+91 7527016014
6	Rakesh Swain (Sr. Engineer)	+91 7527016015

DETAILS OF FIRE FIGHTING SYSTEM

FIXED FIRE FIGHTING SYSTEM

Fire Hydrant System	
Hydrant Points.	8 Nos
Fire Nozzles	2 Nos
Nos. of Hose Reels	2 Nos

Fire Water Reservoirs	One Tank
Total Capacity	15 KL

Fire Pump House	
Fire Pump House – 1	Jockey Pump = 1 No. Capacity = 500 LPM Head = 68 M
	Diesel Generator = 1 No.
	Capacity = 500 LPM
	Head = 70 M

Apart from the above adequate number of firefighting equipment have been installed at the different locations of the plant. While installing these equipment's care has been taken to match the type of equipment with the type of fire likelihood in the relevant area as per following

DETAILS OF FIRST AID FIRE FIGHTING EXTIGUISHERS

Total Fire Extinguishers available inside the plant premises are as below

CO2 type Fire Extinguishers	4 Nos.
4.5 Kgs	4 Nos.
ABC type Fire Extinguishers	4 Nos.
6 Kgs	4 Nos.
Sand Buckets	4 Nos.

Apart from above following measures are taken for prevention of fire:

1. Board installed at the gate having statutory warning "No Smoking".
2. "No Smoking" has been displayed at other relevant locations also.
3. Security checks of workers coming on duty for searching cigarettes match boxes etc.
4. Maintenance of electrical panels by Electrical department as per the schedule.
5. Fire fighting classes being taken for all newly joining personnel.
6. Hose-reels also exist to control fire.
7. Fireproof doors are installed in different section for preventing fire from spreading to other sections in case of any incident.



Reviewed & Approved By: Head- JTFUWMBL



ਪੰਜਾਬ ਪ੍ਰਦੂਸ਼ਣ ਰੋਕਥਾਮ ਬੋਰਡ

ਜੇਨਲ ਦਫਤਰ, ਗਲੀ ਨੰਬਰ 12, ਪਾਵਰ ਹਾਊਸ ਰੋਡ, ਬਠਿੰਡਾ

email : seezobti@gmail.com

ਨੰਬਰ

ਮਿਤੀ

REGISTERED

To

The Commissioner,
Municipal Corporation,
Bathinda.

M/s JITF Urban Waste Management (Bathinda) Ltd.,
Mansa Road,
Bathinda.

Subject: Non-compliance of conditions of 'consents to operate' under the Water (Prevention & Control of Pollution) Act, 1974 & the Air (Prevention & Control of Pollution) Act, 1981 as well as provisions of the Solid Waste Management Rules, 2016.

Whereas, the facility M/s JITF Urban Waste Management (Bathinda) Ltd. was granted 'consents to operate' under the Water (Prevention & Control of Pollution) Act, 1974 & the Air (Prevention & Control of Pollution) Act, 1981 on 23.3.2016 and subsequently, extended from time to time and consents are now valid upto 31.3.2022 subject to the following main conditions:

- i. The facility along with Municipal Corporation, Bathinda shall ensure 100% waste segregation at source and shall process the legacy waste lying at the site alongwith the fresh solid waste to operate the plant at full capacity i.e. 350 TPD.
- ii. The facility along with Municipal Corporation, Bathinda shall set up ambient air quality monitoring stations in all the four directions so as to monitor the ambient air quality data on regular basis.

And whereas, due to non-compliance of the various provisions of the Environmental Laws, the Municipal Corporation, Bathinda and facility was afforded an opportunity of personal hearing by the Chairman of the Board on 11.9.2020, wherein amongst other decisions it was decided that:

1. The facility and Municipal Corporation, Bathinda will make joint efforts for installation of ambient air quality monitoring stations in all the four directions to monitor the ambient air quality data, within 3 months.
2. The facility will ensure compliance of all the conditions of environmental clearance granted by SEIAA vide letter dated 30.8.2012.
3. Till the alternative sanitary land fill site is not provided by the Municipal Corporation, Bathinda, JITF shall develop on immediate basis the existing site as secured landfill site for the disposal of inert material, in compliance to the orders of Hon'ble NGT.

And whereas, the site of the facility was visited by officer of the Board on 31.3.2021 and it was observed that:

- a) Ambient Air Quality Monitoring Stations have not been installed so far.
- b) Un-segregated waste found dumped in compost pits.
- c) The facility has not yet developed the existing site as secured landfill site.

And whereas, the Municipal Corporation is claiming that as per the concession agreement dated 23.11.2011, installation of Ambient Air Quality Monitoring System is not the responsibility of the MC, Bathinda and similarly, the facility is claiming that the Municipal Corporation, Bathinda is duty bound to provide segregated waste to the facility.

And whereas, Municipal Corporation, Bathinda has informed that a fire was broken on 6.6.2021 at the dump site and the same was fanned by large quantity of inflammable material lying at dump site.

And whereas, the facility is not properly implementing the Risk Management and Disaster Management prepared (if any) by it as well as complying with provisions of the Solid Waste Management Rules, 2016.

And whereas, the facility has failed to comply with the conditions of 'consents to operate' under the Water (Prevention & Control of Pollution) Act, 1974 & the Air (Prevention & Control of Pollution) Act, 1981 as well as provisions of the Solid Waste Management Rules, 2016.

And whereas, the Municipal Corporation has failed to comply with the provisions of the Water (Prevention & Control of Pollution) Act, 1974 & the Air (Prevention & Control of Pollution) Act, 1981 as well as provisions of the Solid Waste Management Rules, 2016.

And whereas, it has now been proposed to initiate action against the facility for the non-compliance of provisions of the Water (Prevention & Control of Pollution) Act, 1974 & the Air (Prevention & Control of Pollution) Act, 1981 as well as provisions of the Solid Waste Management Rules, 2016 after affording an opportunity of show cause.

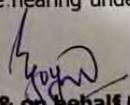
As such, you are, hereby, afforded an opportunity to show cause in person before the Chairman of the Board in his office at Vatavaran Bhawan, Nabha Road, Patiala on **09/09/2021 at 11.45 a.m.** to explain your failure to comply with provisions of the Water (Prevention & Control of Pollution) Act, 1974 & the Air (Prevention & Control of Pollution) Act, 1981 as well as provisions of the Solid Waste Management Rules, 2016, failing which, it will be presumed that the Municipal Corporation and the facility has nothing to say in the matter and action as deemed fit will be taken as per provisions of the said Acts / Rules without any further notice / opportunity.

^{Sd/-}
for & on behalf of
Chairman, PPCB

Endst. No. 3265

Dated 27/08/2021

A copy of the above is forwarded to the Environmental Engineer, Punjab Pollution Control Board, Regional Office, Bathinda for information and necessary action. He is requested to inform the MC / facility regarding date, time & venue of the hearing under intimation to this office


for & on behalf of
Chairman, PPCB



By Registered Post (AD)/ Courier/Email

The Chairman

Punjab Pollution Control Board,
 Zonal Office, Street No. 12
 Power House Road,
 Bathinda

Kind Attention: The Chairman

Date: 06.09.2021

Our Ref. No.

Ref. Punjab Pollution Control Board, Bathinda letter dated 27.08.2021 ref no.3265

Subject: Reply to Punjab Pollution Control Board, Bathinda letter dated 27.08.2021 ref no.3265

Dear Sir,

1. We, M/s JITF Urban Waste Management (Bathinda) Limited, the Commissionaire of MSW Processing Facility at Bathinda, are in receipt of your above-mentioned letter dated 27.08.2021 received by us on 02.09.2021 through registered post and our response to the same is as follow:
2. At the outset, the Concessionaire denies and disputes each and every contention of the letter dated 27.08.2021 under reply, save and except what is submitted hereunder. Mere non-traverse of any facts/contention of this letter ought not to be treated as an admission on the part of the Concessionaire and the same ought to be treated as denied.
3. The Concessionaire denies that the Concessionaire has failed to comply with the provisions of the Water Act, 1974 or the Air Act, 1981, as alleged. It is submitted that the Concessionaire has always complied with the conditions of the Environmental Clearance (EC) as well as the Consent to Operate (CTO) and the Applicable Laws, however, the Concessionaire faced various obstructions and hindrances due to the acts and omissions of the Concessioning Authority i.e. the Municipal Corporation, Bathinda and therefore, the Concessionaire was constrained to terminate the Concession Agreement vide its Termination Notice dated 05.12.2018. However, the Concessionaire is continuing its operations in compliance with the order dated 04.12.2019 of the Ld. District Court of Bathinda.



Regd. Office: A-1, UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, Distt. Mathura (U.P) - 281403

Tel No.: 05662-232426, 232001-03; Fax No.: 05662-232577

Plant Address: ITI Chowk, Mansa Road, B/s Roshan Oil Mill, Near STP Plant, Bathinda, Punjab -151001

CIN: U90001UP2011PLC069571; E-mail Id: info@jindalecopolis.com

Website : www.jindalecopolis.com

4. In light of the above facts, the Concessionaire submits its reply to the above-referred letter dated 27.08.2021 as follows:

S. No.	Observation of the PPCB	Response of the Concessionaire
1.	Ambient Air Quality Monitoring Stations have not been installed	<ul style="list-style-type: none"> It is incorrect as stated that the ambient air quality monitoring station has not been installed. It is submitted that as per the Consent to Operate dated 29.10.2019 and also as per the earlier Consents to Operate granted to the Concessionaire, the installation of ambient air quality monitoring stations was a joint obligation of Municipal Corporation, Bathinda and the Concessionaire. The relevant condition is reproduced hereunder for ready reference: <p style="text-align: center;"><i>“1. The project promoter along with the Municipal Corporation of Bathinda shall set up ambient air quality monitoring stations in all the four directions, immediately so as to monitor the ambient air quality data on regular basis and submit the compliance to the Board within one month.”.</i></p> The Concessionaire vide its letter dated 01.06.2018 had requested the Municipal Corporation of Bathinda to take appropriate steps as soon as possible in compliance with the above-mentioned obligation contained in the Consent to Operate and apprise the Concessionaire in this regard. A copy of the letter dated 01.06.2018 is attached herewith and marked as Annexure -1. However, MC Bathinda vide its letter dated 01.10.2020 denied its responsibility for the installation of ambient air quality monitoring system. A copy of the letter dated 01.10.2020 is attached herewith and marked as Annexure -2. Thereafter, the Concessionaire vide its letter dated 22.10.2020, reminded the MC Bathinda of its joint obligation to install ambient air quality monitoring system. The Concessionaire requested MC Bathinda to confirm that MC Bathinda will bear the cost and expenses for the modifications at the Processing Facilities as the



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Tel No.: 05662-232426, 232001-03; Fax No.: 05662-232577

Plant Address: ITI Chowk, Mansa Road, B/s Roshan Oil Mill, Near STP Plant, Bathinda, Punjab -151001
CIN: U90001UP2011PLC069571; E-mail Id: info@jindalecopolis.com

Website : www.jindalecopolis.com

		<p>Concessionaire has already terminated the Concession Agreement and by virtue of Article 10.5(b) of the Concession Agreement, the Processing Facilities vest in MC Bathinda after the termination of Concession Agreement. However, no response was received by the Claimant from MC Bathinda in this regard. A copy of the letter dated 22.10.2020 is annexed herewith and marked as Annexure 3.</p> <ul style="list-style-type: none"> • Without Prejudice and in addition to the above, it is also stated that the Concessionaire vide its letter dated 23.09.2020 has already requested the PPCB to direct MC Bathinda to bear the costs and expenses for the modifications at the Processing Facilities in compliance with the directions of the PPCB. A copy of the letter dated 23.09.2020 is attached herewith and marked as Annexure -4. • Further, the Concessionaire vide its letter dated 14.06.2021 once again requested the PPCB to direct MC Bathinda to bear the costs and expenses for the modifications at the Processing Facilities in compliance with the directions of the PPCB. A copy of the letter dated 14.06.2021 is attached herewith and marked as Annexure -5. • In view of the above, it is evident that the non-installation of the ambient air quality monitoring system is solely attributable to MC Bathinda and not to the Concessionaire. Therefore, there is no violation of any of the conditions of CTO or any provisions of the Air Act, 1981 or Water Act, 1974 by the Concessionaire, as alleged. • Without Prejudice, it is once again humbly requested to the PPCB to direct MC Bathinda to bear the costs and expenses for the modifications at the Processing Facilities in compliance with the directions of the PPCB.
2.	Unsegregated waste was found dumped in compost pits	<ul style="list-style-type: none"> • It is incorrect as stated that the unsegregated waste was found dumped in the compost pits. It is further stated that the Hon'ble National Green Tribunal ("NGT") vide its order dated 01.12.2017 in the matter of <i>Capt. Mall Singh vs State of Punjab & Ors.</i> had directed MC Bathinda to



supply 300 MT of MSW to the Concessionaire at the Processing Facilities. However, as evident from the following paragraphs, MC Bathinda is not complying with the order dated 01.12.2017 of the Hon'ble NGT and has acted in gross violation of the same. A copy of the order dated 01.12.2017 is attached herewith and marked as **Annexure -6**.

- **MC Bathinda is mixing the construction and demolition waste with the MSW:** MC Bathinda has not been providing the MSW to the Concessionaire in a segregated manner. MC Bathinda has been providing and continues to supply construction and demolition waste mixed with the MSW, to the Concessionaire. Despite regular notifications that the construction and demolition material are not MSW and that MC Bathinda ought to provide 300 MT per day of MSW only (in terms of NGT Orders dated 01.12.2017) and not mix C&D waste with the MSW. However, MC Bathinda continues to provide construction and demolition waste. Recent Photographs of the constructions and demolition waste mixed with MSW provided by the MC Bathinda are attached herewith and marked as **Annexure-7**.
- **MC Bathinda is not providing segregated MSW:** Further, it is an obligation of MC Bathinda to provide the segregated MSW to the Concessionaire. However, MC Bathinda is not providing the segregated MSW. The MSW provided by MC Bathinda is unsegregated and the dry and wet waste are mixed which not only effects the operations of the Processing Facility but also effects the quality of the compost and RDF.
- The same has been brought to the notice of Municipal, Bathinda by the Concessionaire from time to time and also through its DPRs. However, MC Bathinda continues to provide the unsegregated MSW. The photographs of unsegregated waste provided by MC Bathinda in the month of August 2021 are attached herewith as **Annexure-8**.



JITF URBAN WASTE MANAGEMENT (BATHINDA) LIMITED

Jindal ITF Centre, 28 Shivaji Marg, New Delhi-110015; Tel. No.: 011-66463983/84; Fax No.: 011-66463982

		<ul style="list-style-type: none"> • It is further clarified that waste received from Municipal Corporation, Bathinda is stored inside the pits for bio drying. After the process of bio drying, despite it is not being the responsibility of the Concessionaire to segregate the waste, the waste is segregated to remove inerts and other heavy materials and processed into RDF and compost. • Therefore, there is no violation of any of the provisions of the Air Act, 1981 or Water Act, 1974 by the Concessionaire, as alleged. • Without Prejudice, it is the MC Bathinda which has violated the provisions of the Solid Waste Management Rules, 2016 by not providing the segregated MSW to the Concessionaire.
3.	The facility has not yet developed the existing site as a secured landfill site.	<ul style="list-style-type: none"> • It is incorrect as stated that the secured sanitary landfill has not been developed. It is submitted that the Concessionaire was prevented from establishing the landfill facility as per the requirement of the project due to the failure of the MC Bathinda to provide a vacant and unencumbered land at village Mandi Khurd earmarked for the SLF to the JITF. • Further, the Concessionaire vide letters dated 15.07.2016, 26.08.2016, 29.08.2016 and 01.06.2018 requested the Municipal Corporation, Bathinda to amend the Environment clearance for establishing the SLF at the alternative land at Mansa Road, Bathinda. Unfortunately, Municipal Corporation, Bathinda failed despite repeated requests from the Concessionaire. A copy of the letters dated 15.07.2016, 26.08.2016, 29.08.2016 and 01.06.2018 of the Concessionaire is annexed herewith and marked as Annexure 9, Annexure 10, Annexure 11 and Annexure 12 respectively. • Therefore, there is no violation of any of the conditions of CTO or the provisions of the Air Act, 1981 or Water Act, 1974 by the Concessionaire, as alleged. • Without Prejudice, it is submitted that without the amendment in the Environmental Clearance, establishing any SLF would be illegal.



4. Fire incident on 06.06.2021 at the dump site

- It is stated that as per Article 2.2.2.1(d) of the Concession Agreement, the dumping of MSW at the dumping site shall be at the risk and responsibility of the MC Bathinda. The said Article is reproduced hereunder for ready reference:

“d. allocated/demarcated site for dumping of MSW till the time processing and disposal facilities are established as a part of the Project. Such dumping of MSW shall be at the risk and responsibility of the Concessioning Authority, till the Project achieves COD-P&D.”

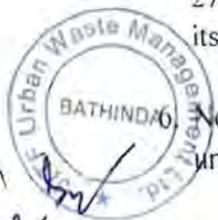
- It is further submitted that the Project could not achieve the COD-P&D for the following reasons:
 - a. Land for SLF at Mandi Khurd was never provided by MC Bathinda: MC Bathinda was responsible for providing 36.81 acres of land for the construction of the Sanitary Landfill
 - b. Facility at village Mandi Khurd. However, the said land was under litigation and the Hon'ble High Court of Punjab and Haryana had passed an order dated 08.08.2012 to maintain the status quo over the said land, and the said land was never provided to us till date and SLF could not be established. The same is a breach of MC Bathinda's conditions precedent under the Concession Agreement.
 - c. MC Bathinda did not get the Environmental Clearance amended for SLF: As explained above, despite our repeated requests to have the Environmental Clearance amended with respect to change of land for SLF from Mandi Khurd to Mansa Road, MC Bathinda has failed to do the same. Due to the acts and omissions of MC Bathinda, the SLF, as envisioned under the Concession Agreement, could not be established at the alternate land at Mansa Road, Bathinda.
- Thus, as MC Bathinda has failed to provide the land for SLF and/or get the EC amended for the establishment of SLF at the alternate site at Mansa Road, Bathinda, the Concessionaire could not establish SLF and the Project could not achieve COD. Therefore, the inert waste is



		<p>being stored at the dumping site. In terms of Article 2.2.2.1(d), the same is at MC Bathinda's risk and responsibility including maintenance or removal of any alleged inflammable material. Therefore, any incident at the dumping site including fire is not attributable to us and the Concessionaire cannot be held responsible in any manner whatsoever.</p> <ul style="list-style-type: none"> Without Prejudice, it is further submitted that on the day of such an incident of fire, MC Bathinda was undertaking work of installation of Pipeline on the approach road to the dumping site. Due to the same, the fire tender vehicles were stuck for more than 30 minutes due to which the fire increased. We are attaching the pictures of the stuck fire tender vehicles due to MC Bathinda digging the approach road and the same is enclosed as Annexure-13. The same has been duly replied to MC Bathinda vide our letter dated 26.07.2021 which is enclosed as Annexure -14.
5.	The facility is not properly implementing the Risk Management and Disaster Management as well as complying with the provisions of Solid Waste Management Rules, 2016	<ul style="list-style-type: none"> The Concessionaire has submitted the Risk Assessment and Disaster Management Plan to PPCB on 07.09.2020 and implementing the same at the project site. Proper training has been provided to all the employees in case of various emergencies and their management and well defined protocols at the site to handle any emergency situation. Further, it is submitted that the Concessionaire is complying with the provisions of the Solid Waste Management Rules, 2016 and there is no violation from the Concessionaire.

5. In view of the above, it is most humbly submitted that the Show Cause Notice dated 27.08.2021 be revoked and withdrawn forthwith. In any case, the Concessionaire reserves its right to take appropriate action, if so required, in law.

Notwithstanding and without prejudice to anything stated herein, this reply shall not be read, understood, or amount to any admission, consent, concurrence, waiver, or agreement on the



7. Concessionaire's part whatsoever unless written expressly in this reply. The Concessionaire also reserves its right to take appropriate steps as available in law and in contract, if so required.

Thanking You

Yours Sincerely



For and on behalf of
JITF Urban Waste Management (Bathinda) Limited
Authorized Signatory

Copy To:

1. Environment Engineer, Punjab Pollution Control Board, Regional Office, Bathinda.
2. The Commissioner, Municipal Corporation of Bathinda

Regd. Office: A-1, UPSIDC Industrial Area, Nandgaon Road, Kosi Kalan, Distt. Mathura (U.P) - 281403
Tel No.: 05662-232426, 232001-03; Fax No.: 05662-232577

Plant Address: ITI Chowk, Mansa Road, B/s Roshan Oil Mill, Near STP Plant, Bathinda, Punjab -151001
CIN: U90001UP2011PLC069571; E-mail Id: info@jindalecopolis.com

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From: Rahul Saraswat
Sent: 22 May 2023 20:29
To: Amarjeet Kumar
Subject: FW: Reg. Bikramjit Singh Shergill vs. State of Punjab (OA No. 413 of 2021)

Regards,
Rahul Saraswat
Senior Associate
Dispute Resolution

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From: Manish Gopal Singh Lakhawat <Manish.g@sandalawoffices.com>
Sent: Monday, May 22, 2023 8:28 PM
To: 'cmcbathinda@gmail.com' <cmcbathinda@gmail.com>
Cc: sunil.trehan@jindaljols.com; ramesh.chandra@jindaljols.com; Manoj K Singh <manoj@sandalawoffices.com>; Gunita Pahwa <gunita@sandalawoffices.com>; Rahul Saraswat <Rahul.s@sandalawoffices.com>
Subject: Reg. Bikramjit Singh Shergill vs. State of Punjab (OA No. 413 of 2021)

Dear Sir

We are concerned for the Concessionaire, M/s JITF Urban Waste Management (Bathinda) Ltd.

Please find below the google drive link containing the Reply dated 22.05.2022 filed on behalf of the Concessionaire before the Hon'ble National Green Tribunal in the matter of Bikramjit Singh Shergull vs State of Punjab (OA No. 413 of 2021).

<https://drive.google.com/drive/folders/1bRsPd24NBKKbZk0IICjHEN5byE5mBczr?usp=sharing>

We are also dispatching the copy of Reply by way of courier to your office.

Regards,

Manish Gopal Singh Lakhawat
Partner
Dispute Resolution



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