

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,
PRINCIPAL BENCH, NEW DELHI
ORIGINAL APPLICATION NO. 174 OF 2025**

IN THE MATTER OF:

RAJEEV SURI

APPLICANT

VERSUS

MUNICIPAL CORPORATION DELHI & ORS.

RESPONDENTS

S.No.	Particulars	Pg. No.
1.	Rejoinder on behalf of the Petitioner to Status Report by Respondent No.5 / Delhi Development Authority dated 06.09.2025	1-15

Date:23.02.2026

New Delhi



Petitioner – in – Person
D-68, Defence Colony,
New Delhi – 110024
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BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
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**REJOINDER AFFIDAVIT FILED BY PETITIONER IN REPLY TO
AFFIDAVIT BY RESPONDENT NO. 5 DELHI DEVELOPMENT
AUTHORITY {DDA} DATED 06.09.2025**

I, Rajeev Suri, S/o Late Shri R. L. Suri, aged about 68 years, residing at D-68 Defence Colony, New Delhi-110024, do hereby solemnly affirm and sincerely state as follows:

A. I state that I am the Petitioner in the above-mentioned Original Application and am competent to depose to the contents of this Affidavit.

B. I state that I am conversant with the records and facts of the case, and am competent to file this Rejoinder Affidavit in response to the Affidavit filed by the Respondent No.5;

C. I state that I have read and understood the contents of the Affidavit filed by the Respondent No.5, I deny all the averments made therein which are not consistent with the records of the case and contrary to the facts and grounds stated in the Writ Petition.

D. I state that this Rejoinder Affidavit brings on record, specific rebuttals to the irrelevant material / facts / statements / contentions / averments made by the



Respondent No. 5 in their Counter Affidavit under Reply. I state that nothing in this Rejoinder Affidavit may be deemed to be admitted for want of specific traverse or unless and until the same is specifically admitted hereunder.

A. SERIOUS OBJECTIONS TO RESPONDENT'S REPLY AFFIDAVIT:

- I. From the very outset, Respondent No. 5 DDA executed the of the Kushak Drain covering project in Defence Colony in a most unprofessional manner, without mandatory approvals, checks and balances, environmental clearances and Detailed Project Report. The civil works were completely ad-hoc, unplanned, did not provide for adequate access to the underbelly of the drain for cleaning / desilting/ inspection purposes, consequently rendering it unsupervised/ cleaned /repaired/ desilted. The width of the drain was reduced by 10 feet on each side. And a retaining wall raised by 4 feet to carry the volumetric quantum of flood water during monsoon months. Since the drain retaining wall rose above the colony level, the excess rainwater flooded into the colony when the raised retaining walls could not contain the flood water.
- II. On account of its reduced carrying capacity, since flood plains contiguous to the SWD are built up/ encroached with no retention zones along its path, during torrential monsoon rains, the covered Kushak Storm Water Drain in Defence Colony the recent 2024 wreaked havoc flooding the colony and causing extensive damage to destruction of lives and property. Hence the degraded Kushak SWD is unable to convey the huge volume of water unleashed over a short period of time leading to inevitable flooding,
- III. To the extent above, the Applicant herein is aggrieved that despite raising a red flag from 2015, on the immediate need to remediate the ecological damage caused, Respondent DDA, on purpose, deliberately, intentionally took no action leading to the 2024 flooding disaster. Even in the Reply Affidavit being addressed in this Rejoinder, Respondent DDA fails to show acceptance or regret of their gross mismanagement which they refused to redress, leading to the loss and damage of property and lives in 2024.



Respondent DDA continues passing the buck between the Yamuna Pollution Monitoring Committee (YPMC) and MCD, evading paying deficiency as mandated by YPMC in 2018 to present day. charges and generally playing fast and loose in their Reply Affidavit.

IV. Respondent DDA is culpable of being the main protagonist in the Defence Colony Drain disaster matter, and must immediately pay deficiency charges including delayed interest according to report prepared by IIT Delhi, and accepted by both MCD and DDA before YPMC and cannot any further escape their responsibility to fulfilling their deficiencies.

B. OBJECTIONS ALL CONSIDERED IN THE REPLY AFFIDAVIT:

1. Despite the matter being *a substantial question relating to the environment*, no real concerted attention was paid by the answering Respondent DDA to the suffering of the people, which eventually culminated to Defence Colony flooding disaster of 2024. The answering Respondent's entire Affidavit reads as a justification for their (a) faulty project management and (b) abandoning the project incomplete with a subsequent cover up, and (c) applying all possible means not to pay the Deficiency Charges. Consequently, I deny all the averments made therein which are not consistent with the records of the case and contrary to the facts and grounds stated in the Original Application.
3. While this Original Application OA 174/2025 is an outcome of the matter being remanded/ liberty granted by the Hon'ble Supreme Court a reminder of the prayer made out in the MA 34792/2024 is being reproduced herewith:

PRAYER A: Direct Respondent No. 1 (DDA) to immediately release the Deficiency Charges to Respondent No. 5 for completing pending works in the drain covering project in Defence Colony, left unfinished by Respondent No.1, for Respondent No.5 (MCD) to begin ecological restoration and remediation of the degraded portion of the Kushak Storm Water Drain as it traverses through Defence Colony, South Delhi.



4. Further, the following prayers have been made in OA 174/2025:

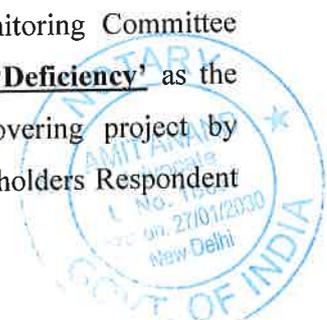
1. Direct Respondent No. 5 DDA to immediately release Deficiency Charges to Respondent No. 1 MCD which remains unpaid over 5 years, as funds claimed towards completing pending works in the drain covering project based on estimates laid out in the IIT Report. On receipt of this corpus Respondent MCD must urgently begin the much delayed ecological restoration and remediation of the degraded Kushak Storm Water Drain as it traverses through Defence Colony, South Delhi.

2. Direct land-owning authorities, Respondent No. 1 MCD and Respondent No. 5 DDA, to identify vacant land contiguous to the SWD including parks which and facilitate them to become 'retention zones' (as floodplains to a river), to hold torrential rain water beyond the immediate carrying capacity of the SWD, till such time as the deluge subsides and the flow slows down enough to assimilate the retention zone water into the SWD. This will ensure neighbouring areas do not get flooded. To this extent water bodies if any, in the vicinity should be rejuvenation.

5. While the Reply Affidavit of the Respondent proceeds to lay out details of the sequence that emanated from the Petitioner's case OA 164/2015, leading to the Supreme Court on two occasions, there's is no gainsaying that the core issue causing great public distress and harassment is the answering Respondent adopting every possible dilatory tactic to avoid paying Deficiency Charges It is worthy to understand how the term Deficiency came to be applied: The Merriam Webster Dictionary describes deficiency as:

"the quality or state of being defective or of lacking some necessary quality or element: the quality or state of being deficient."

6. During deliberations between Yamuna Pollution Monitoring Committee (YPMC) and Respondent public authorities the term '**Deficiency**' as the terminology describing shortcoming of the drain covering project by Respondent DDA was accepted as the lexicon by stakeholders Respondent



DDA and Respondent MCD. The term further extended to be called **'Deficiency Charges'**, for Respondent DDA handing the drain back to the drain owing agency, MCD in an *'As is Where is'* basis for completion of the deficiencies in drain project by Respondent DDA as project proponent.

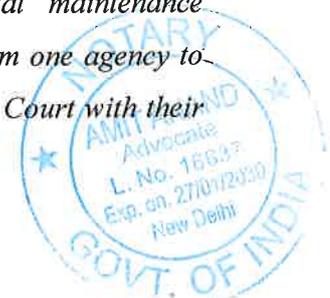
7. YPMC Minutes of Meeting recorded in their various minutes, a crucial ingredient of handing back the drain to Respondent MCD was pre- payment of Deficiency Charges in a time bound manner of one month. The minutes also amply state the drain coverage was done without necessary environmental checks and balances as critical aspect of such projects.

Minutes Ref No YPMC -2020-437 dated 09.03.2020 records: *"MC had recorded that since DDA has no role in the matter any longer, it should expedite handing over the drain to South DMC on an "As is Where is" basis after paying deficiency charges, as may be agreed between the Commissioner South DMC and VC DDA within one month.*

Minutes Ref No. YPMC 2019/327 dated 18.10.2019 records: *"The DDA in its Affidavit before the NGT admitted no Environmental Impact Assessment was carried out before commencement of the work of the coverage of the drain and there was no formal public consultation as required for grant of prior environmental clearance and that the project was undertaken on the request of the RWA"*

Site visit by the Monitoring Committee: *"During the visit of the MC on 27.09.2019 a lot of floating material was found dumped at the entry point of the Drain into Defence Colony and the SDMC representative informed that they had not taken over the Drain from DDA as there were several Deficiencies which the authority had to rectify before it could be transferred to SDMC....."*

".....In view of the impasse that exists today, neither SDMC, nor DDA are assuming responsibility of providing essential maintenance services, as a result the residents have had to go from one agency to another and appeal to the Tribunal and the Supreme Court with their grievances which are genuine"



Minutes Reef No. YPMC/2019/321 dated 07.10.2019 states: "Though the Drain is under SDMC, the construction work of covering the drain was done by DDA without any consultation with the public. Also after stoppage of the work by the DDA on the Orders of NGT, the covered and semi covered portion continues to be with DDA and as a result SDMC does not do any maintenance work. DDA has also not been maintaining the drain satisfactorily, The residents continue to suffer due to this apathy on the part of the concerned authorities... .."

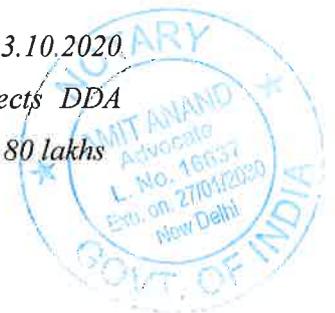
"..... The entire drain was covered within Defence Colony and there is no proper access to drain due to which cleaning of the drain was difficult. The width of drain was squeezed near the outfall point of Defence Colony after increasing the depth of drain,

".....MC feels since DDA has no role in the matter any longer, it should expedite handing over the drain to south DMC on "As is Where is" basis after paying deficiency charges to them as may be agreed between the Commissioner DMC and the VC DDA within one month."

8. What emerges as noteworthy from the above MoM extracts is that due to the stalemate "after stoppage of the work by the DDA on the Orders of NGT, the covered and semi covered portion continues to be with DDA and as a result SDMC does not do any maintenance work. DDA has also not been maintaining the drain satisfactorily" YPMC decided on a handover /takeover between DDA and MCD in public interest, due to the public at large suffering. However the essential ingredient of this decision was that DDA would prepay Deficiency Charges before hand over, which later was changed to one month after handover, since the estimation of deficiencies was based on a Report to be prepared by IIT Delhi.
9. However, in a condemnable volte facie inviting severe Respondent DDA has failed to honour its commitment censure, despite a passage of six years, and continues to play fast and loose. Respondent DDA has resorted to subterfuge to avoid payment of Consultation Charges to IIT Delhi and Deficiency Charges to Respondent MCD.



10. While Respondent DDA wished to sweep the Deficiency Charges under the rug, this Petitioner kept the fires burning by repeated representations to concerned authorities (copies can be made available if required) for fulfilment of their commitment towards repair & restoration of the covered drain.
11. While the directions of YPMC were very clear; to engage IIT Delhi to prepare a Consultancy Report on the completion of the works left unfinished by Respondent DDA, in the first instance DDA reneged from even paying the consultancy charges of Rs. 70.80 lakhs to IIT Delhi. A series of letter correspondence between MCD/DDA appended by Respondent DDA with the Reply Affidavit, alludes to the extreme reluctance of DDA to part with legitimately agreed funds for the consultancy as directed by YPMC, clearly being contemptuous of YPMC directions.
12. To this extent, a letter chase began with DDA ostensibly raising unnecessary queries, seeking clarification when none was required, which on the face of it is viewed as dilatory tactics by DDA to evade paying IIT Delhi consultancy charges.
 - *Letter Ref No. D/SE(C) M-1 /CNZ/2020/169 dated 02.09.2020 from MCD to DDA regarding payment of consultancy charges to IIT of Rs 70.80 lakhs*
 - *Letter Ref No: F-86(6) Misc/AE(P)/FOD-3/DDA/2019-2020/581 dated 26.11.2020 from EX Eng PD-3/DDA to IIT Delhi regarding clarification of payment of consultancy charges to IIT of Rs 70.80 lakhs.*
 - *Email to KN Jha of IIT Delhi date 03.12.2020 to Executive Engineer-FOD-3/DDA*
 - *Letter Ref No: CE(P)4(1) 17/Flyover/DDA/261 dated 05.10.2020 from Chief Engineer Projects DDA to Superintend Engineer Central Zone SDMC, regarding payment of Consultancy Charges to IIT Delhi of Rs 70.80 lakhs*
 - *Letter Ref No: D/SE(C) M-1 /CNZ/2020-2021/484 dated 13.10.2020 from Ex Engineer M-1 CNZ to Chief Engineer Projects DDA regarding payment of consultancy charges to IIT of Rs 70.80 lakhs*



- Letter Ref No: D/EE(M)-1/CNZ/2020-2021/863 dated 18.01.2021 from Ex Eng M-1 CNZ to Ex Eng Projects Division 3 DDA regarding payment of consultancy charges to IIT of Rs 70.80 lakhs
- Letter Ref No: F-86(6)/Misc/AE(P)/FOD-3/DDA/2020-2021/63 dated 10.32021 from Ex Eng PD -3/DDA to Ex Eng /M-1 SDMC regarding payment of consultancy charges to IIT of Rs 70.80 lakhs

13. In exasperation, SDMC vide letter D/EE(M)-1/CNZ/2020-2021/863 dated 18.01.2021 from Ex Eng M-1 CNZ to Ex Eng Projects Division 3 DDA wrote that they (MCD) had decided to act in the interest of the people and remitted the consultancy amount to IIT Delhi, owing to Respondent DDA nonchalance and insouciant attitude, as recorded in the letter:

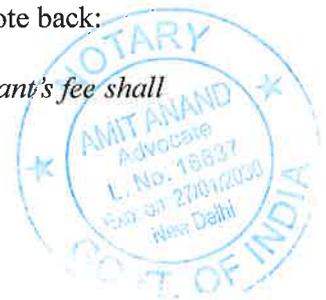
“The YPMC specifically directed DDA to borne the charges of the consultancy as well as the expenditure to be incurred on management to desilt the existing drain and other conceptual design for the waste quality and odour management.....

.....As such, thereafter in order to expedite the work of consultancy by IIT Delhi, the Commissioner, SDM has granted approval in the interest of citizens of Defence Colony for the released of funds to IIT Delhi towards consultancy charges till the same are received from DDA.”

“Accordingly, an amount of Rs 70.80 lakhs has has been paid to IIT Delhi on 01.01,2021, in advance towards consultancy charges as per the scope of work. IIT Delhi vide SDMC letter dated 04.01.2021 has also been requested to initiate the consultancy work on priority and to provide the schedule for the same at the earliest.”

14. However, far from being chastened or castigated, Respondent DDA vide their Letter Ref No: F-86(6)/Misc/AE(P)/FOD-3/DDA/2020-2021/63 dated 10.32021 from Ex Eng PD -3/DDA to Ex Eng /M-1 SDMC wrote back:

“Upon receipt of their report, Deficiency Charges and consultant's fee shall be intimated to DDA for payment.

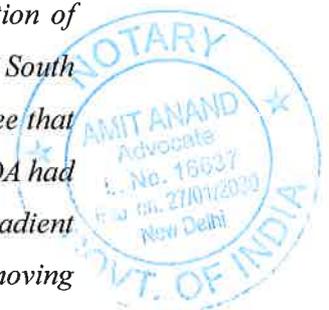


In view of above, it is requested that total amount payable may be intimated as per the Report of Delhi including Deficiency charge and consultation fees. Further, you are also requested to submit the deficiency report of IIT Delhi, so that necessary action may be taken. It may be treated as Most Urgent.”

15. As emerges by a plain reading, DDA after playing fast and loose, deceitfully evading payment of Consultancy Charges to IIT; by the above stated letter adroitly, shrewdly and cunningly linked payment of Consultancy Charges payable to IIT Delhi to payable on receiving the Report and the Deficiency Charges raised therein.
16. However, Respondent DDA unprincipled manner of functioning didn't end with evading payment of Consultancy Charges. and continued their artful deceit; The IIT Report titled “Proposed Management of Defence Colony Drain for Wastewater Quality and Odour” was submitted to SDMC Ex Engineer M-1 on 23.09.2021. However now to escape the payment of Consultancy Report Charges and Deficiency Charges, once again through series of letters (appended with the Reply of Respondent DDA) to Respondent MCD continues to pick holes on the Deficiency Statement of IIT, and whittle down the amount payable to Respondent MCD as Deficiency Charges;
17. Consequently, attention is once again drawn to Minutes RefNo YPMC -2020-437 dated 09.03.2020 which records:

“Unfinished portion of Kushak Drain at Defence Colony

The question of finding engineering solution to the problem of Kushak Drain both at Greater Kailash and Defence Colony where it is covered in a truncated fashion and Defence Colony where the drain has been covered almost completely but left unfinished with pillars and steel bars jutting out which was unsightly and gave cause for accumulation of garbage which could not be accessed. The YMC had asked CE South DMC in charge of Defence Colony portion Sh. MM Dahiya to see that the drain is first taken over which action has been completed. DDA had to pay deficiency charges to South DMC after design features, gradient and safety aspects as well as the benefits and risk keeping/ removing



the pillars were commented upon professionally. Sh Dahiyato try and expedite a report on engineering solutions keeping in mind all solutions.”

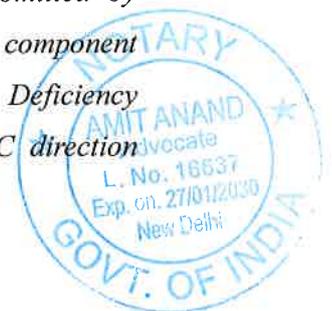
Conclusion

(iii) The faulty design issues have to be addressed and YPC would help expedite obtaining professional advice.”

18. There is absolutely no ambiguity in the fact the entire drain covering construction project was an unmitigated disaster; YPC observations recorded above was a reflection of poor planning, design deficiencies, engineering shortcomings and non-existent project management. Realising that Respondent DDA had arbitrarily abandoned the project unfinished, and was supremely disinclined to rectifying their egregious mistakes, YPC moved towards a handover to Respondent MCD on 'As is Where is' basis, taking upon themselves to “*The faulty design issues have to be addressed and YPC would help expedite obtaining professional advice.”*
19. Respondent DDA however, has shown no inclination to renounce or abandon its modus operandi of evading payment despite a passage of over six years, Finally, in its last letter Ref F86(6) Misc./AE(P)PD-3/DDA 2023-2024/319 dated 29.08.2025 decided to disown the entire subject of Deficiency Charges wrote the following:

As per YPMC minutes of meeting issued vide YPMC/2019/327 dated 18.10.2019 vide which it is directed that VC/DDA and Commissioner SDMC need to meet within two weeks during which an assessment of the deficiencies in design and construction should be undertaken either by DDA or South DMC engineers, DDA should pay deficiency charges to the SDMC.”

However, during scrutinizing of deficiency estimate submitted by SDMC, it has been noted that cleaning and desilting component amounting to Rs.9,36,00,000/- has been included in the Deficiency estimate. Hence it is pertinent to mention as per YPMC direction



cleaning and desilting is not a component of Design and construction, Therefore the same should not be included in the Deficiency estimate.

Keeping in view of the above it is requested that revised deficiency estimate maybe please be prepared and sent to this office at the earliest so that further necessary action may be taken by this office. This may be treated as most urgent.

20. The above referred letter which obviously is an afterthought after six long years in the first instance is **grossly time barred** and hence is discarded as another ploy by Respondent DDA to escape payment of Consultation/Deficiency Charges. Further, the letter (above referred) seems as an outcome of this Original Application OA 174/2025, wherein Respondent DDA's murky coverups have been laid bare; and finding this to be an end game to their perpetual planned procrastination, decided to unmask their real intention of disowning responsibility and consequently payment of Consultancy /Deficiency Charges. Adding insult to injury is their deceit and acting dishonestly with a sister public enterprise (MCD) public interest has been thrown to the gutter.
21. Respondent DDA despite being the largest public real estate organisation in the country, their drain covering project cloaks them with the dubious distinction of a completely flawed design, construction and project (mis) management. The drain covering was plagued with problems right from the outset, which ultimately manifested itself by the disastrous flooding of Defence Colony in 2024.

C. TERMS OF REFERENCE (TOR) BY PAC WHILE APPROVING THE DRAIN PROJECT.

22. Respondent DDA in their Counter Affidavit in the matter OA 164/2015 titled Rajeev Suri vs DDA & Others laid out the terms of the approval of the project by Project Approval Committee which is extracted and placed below:



'Before adverting to the contents of the Original Application and replying thereto, it is pertinent to bring to the kind notice of the Hon'ble Tribunal, a brief background of the covering of the said drain.

In the meeting of the Project Approval Committee (PAC) held on 03.09.2008 under the Chairmanship the then minister of the Urban Development, Government of India and one of the agenda of the PAC meeting was covering of drain in Defence Colony. The proposal for covering of drain in Defence Colony was considered and approved in the meeting of PAC. The relevant extract of the minutes of the meeting are set out here in below for the convenience of this Hon'ble Tribunal:'

"(ii) Covering of drain in Defence Colony

It was stated that approximately 1387 m of Nallah from Ring Road upto railway crossing is proposed to be covered. The width of the drain is 31m and the total estimated cost of the project works out to Rs 54.62 crores including 3% contingencies.

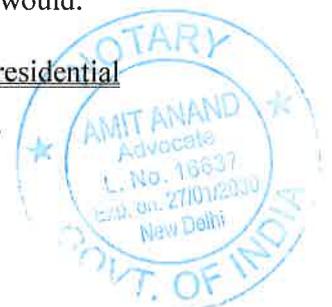
The proposal submitted by DDA is at Annexure V.

After detailed deliberations the PAC felt that the proposal will substantially improve the ambience of the residential area of Defence Colony and therefore approved the proposal.

5. While approving the above said proposal, the PAC directed DDA to ensure that the area once covered will be fully landscaped and utilised as 'green' and will be maintained by DDA. To ensure that the area is not used for other purposes, physical barriers will be provided by the DDA to prevent entry of vehicles. While implementing the project, DDA will ensure that top quality construction and landscaping is ensured so as to achieve significant improvement in the urban form of area."

23. Quite clearly, the PAC in its wisdom felt the drain covering project would:

- (i) the proposal will substantially improve the ambience of the residential area of Defence Colony and therefore approved the proposal.



- (ii) 5. While approving the above said proposal, the PAC directed DDA to ensure that the area once covered will be fully landscaped and utilised as 'green' and will be maintained by DDA.

In both matters, Respondent DDA effectively is in wilful default of PAC's TOR, the *raison d'être* of the drain covering project.

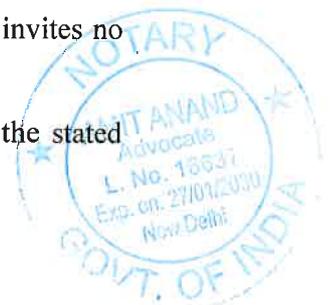
- DDA has failed to 'substantially improve the ambience of the residential area of Defence Colony', preferring to abandon the project and let the people of Defence Colony suffer in indignity;

AND

- 'DDA to ensure once the area was covered it will be fully landscaped and utilised as green and will be maintained by DDA.'

D. PARAGRAPH WISE REPLY OF RESPONDENT'S REPLY AFFIDAVIT

- 1) Para 1 of the Reply Affidavit: Is a matter of record and requires no comment.
- 2) Para 2 of the Reply Affidavit: Is a matter of record and requires no comment.
- 3) Para 3 of the Reply Affidavit: Is a bald statement with no logic, and hence is rejected.
- 4) Para 4 of the Reply Affidavit: The answering Respondent has failed to read/understand the Original Application in consideration, as being inclusive all encompassing on various dimensions of SWD's hence the contention raised in this point is rejected.
- 5) Para 5 of the Reply Affidavit: The OA goes beyond desilting which seems to be the only understanding of the answering Respondence, hence lends no credence to the Reply Affidavit.
- 6) Para 6 of the Reply Affidavit: Is a statement and invites no comments.
- 7) Para 7, 8, 9, 10 of the Reply Affidavit: is a matter of record and invites no comments.
- 8) Para 11 of the Reply Affidavit: requires no comment, although the stated reports have not been placed on record.



- 9) Para 12 of the Reply Affidavit: is hotly contested owing to the shoddy engineering and structural works carried out by the Respondent for covering the drain with a concrete structure.
- 10) Para 13 of the Reply Affidavit: is rejected owing to the fact the odour was not contained, and residents' dissatisfaction continued even after the deck was laid; hence this contention is rejected.
- 11) Para 14 of the Reply Affidavit: is a matter of record and was the last resort of YPMC on account of Respondent DDA first abandoning the project incomplete, and then not maintaining the structure. This statement must be read in reference to a complete failure of Respondent DDA to cooperate.
- 12) Para 15 of the Reply Affidavit: Is a matter of record and invites no special comment.
- 10) Para 16 and 17 of the Reply Affidavit: Are a matter of record.
- 11) Para 18, 19, 20 clearly indicates the wilful default of Respondent DDA to cooperate in obtaining a Consultancy Report from IIT Delhi, and despite being the 'villain of the piece' washed their hands off efforts to remediate the Kushak Drain in Defence Colony, leaving it all to MCD to take forward, despite they not being involved in the construction/ creation of the drain covering project.
- 12) Para 21 of the Reply Affidavit: is a mere regurgitation of the stated letter, which started the letter chase. And hence is rejected.
- 13) Para 22 of the Reply Affidavit: Reply as above; was another attempt to stall paying Deficiency Charges and hence is rejected.
- 14) Para 23, 24, of the Reply Affidavit: As above was other attempts to stall paying Deficiency Charges and hence is rejected.
- 15) Para 25, of the Reply Affidavit: was another attempt to stall paying Deficiency Charges and hence is rejected
- 16) Para 26, of the Reply Affidavit: the letter referred there so absurd ad ridiculous that Respondent DDA on the letter writes off Deficiency Charges, and then asks Respondent MCD to confirm the same, hence is discarded with the contempt it deserves.
- 17) Para 27 of the Reply Affidavit: Is so absurd and ridiculous that e is discarded with the contempt it deserves.
- 18) Para 28 of the Reply Affidavit: No comments.



E. CONCLUSION

The following conclusions emerge from the Reply Affidavit:

- A. Respondent DDA completely ruined the drain covering project in Defence Colony, due to apathy, carelessness, lack of project management, lack of engineering skills, and wilful default of remediation its mistakes despite being hauled to the highest Court of the land to this Hon'ble Tribunal and YPMC.
- B. Respondent DDA has engaged in a massive cover up of their action and subsequently has reneged on Consultancy/ Deficiency Charges, attempting with each letter to wipe out one aspect after another till its last letter where it has practically come out of the closet to declare they will not bear the deficiency as calculated IIT Delhi. in clear violation of the agreement before the YPMC.
- C. Respondent DDA is in default of the Terms of Reference of PAC, and must be made to abide by the original terms as articulated above in this Rejoinder Affidavit.
- D. Respondent DDA is responsible for the disastrous flooding of Defence Colony in 2024, leading to the grievous loss of property and lives which was an outcome of their long years of playing fast and loose on matters of remediation the Kushak Drain and paying Deficiency Charges.

[Handwritten Signature]
DEPONENT

VERIFICATION

I, the above-named Deponent hereby verify that the contents of this Rejoinder y Affidavit to the Reply Affidavit dated 06.09.2025 filed by the Respondent No. 5 DDA, is true to my knowledge, based on the records of the case and legal advice which I believe to be true.

Dated: 23.02.2026

Place: New Delhi

[Handwritten Signature]
DEPONENT

IDENTIFIED BY AADHAAR NO. 3135 2036 8069

ATTESTED
 23 FEB 2026
[Signature]
 NOTARY PUBLIC
 DELHI (INDIA)

NOTARY
 AMIT ANAND
 Advocate
 L. No. 16637
 Exp. on. 27/01/2030
 New Delhi
GOVT. OF INDIA

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Rajeev Suri <cbms.rajeev@gmail.com>

Re OA 174/ 2025 Rejoinder Affidavits

1 message

Rajeev Suri <cbms.rajeev@gmail.com>

Tue, Feb 24, 2026 at 3:32 PM

To: "Deeksha.kakar@scladi.com" <Deeksha.kakar@scladi.com>, priyanka swami <advpriyankaswami@gmail.com>, "pujakalra09@gmail.com" <pujakalra09@gmail.com>, secy-mowr@nic.in, jmalawoffices@gmail.com, MoUHA Secretary <secyurban@nic.in>

Bcc: Rajeev Suri <cbms.rajeev@gmail.com>

Hello,

Kindly find attached herewith Rejoinder Affidavits on behalf of the Petitioner, in the matter OA 174/2025 *Rajeev Suri v MCD & Ors*

Next DOH 27.02.2026

Faithfully,

Rajeev Suri
D 68 Defence Colony,
New Delhi 110024
Date: 24.02.2026
M: 9810304580

5 attachments

-  **NGT OA 174 25 REJOINDER to R 1 MCD Reply Affidavit.pdf**
609K
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