

Entered in the Notary
Register with Sl. No. 181/2025
Date 5/2/2025



IN THE NATIONAL GREEN TRIBUNAL,
WESTERN ZONE BENCH, PUNE

EXECUTION APPLICATION NO. 7 OF 2024
IN
ORIGINAL APPLICATION NO. 28 OF 2014

BETWEEN

CA MR. SAIPRASAD MANGESH KALYANKAR - APPLICANT

VERSES

THE REGIONAL TRANSPORT OFFICER & ORS & OTHERS
-RESPONDENTS

AFFIDAVIT IN REJOINER TO THE SAY OF RESPONDENT NO. 4

MOST RESPECTFULLY SHOWETH:-

I, Saiprasad Mangesh Kalyankar, the Applicant herein, do hereby solemnly affirm and state as follows:-

1. That I have examined the affidavit submitted by Respondent No. 4 (MSRDC), Maharashtra State Road Development Corporation Ltd. and as per direction of the Hon'ble tribunal dated 18/12/2024, herewith I am humbly submitting this rejoinder to address the misrepresentations and inaccuracies concerning the afforestation undertaken as part of the compliance with the Tribunal's directive dated 10.09.2014 in Original Application No. 28 of 2014.
2. That while the initial afforestation as mandated by this Hon'ble Tribunal was executed, the subsequent failure to maintain the plantation has resulted in severe environmental degradation, thereby defeating the very purpose of the compensatory afforestation initiative.

BEFORE ME

S.S. Sawant

S.S. SAWANT

B.A.L.L.B


ADVOCATE & NOTARY

Shivabela, C-213Q Near Govind
Chitra Mandir Bhatwadi Sawantwadi
Tel: Sawantwadi, Dist. Sindhudurg

I. ACKNOWLEDGEMENT OF EXECUTION

4. That the comp³⁸⁸ by afforestation program, which required the plantation of 44,000 trees, was executed in accordance with the directives issued by this Hon'ble Tribunal under the supervision of the Dapoli University. The execution of the plantation at various stages was duly recorded and verified by multiple authorities.
5. That as per the Site Visit Report dated 5th July 2019, the Agricultural University, Dapoli, conducted an inspection of the afforestation project and confirmed that 49,197 trees had been planted in the Banda BCP area.
6. That further verification was carried out by the Forest Department which conducted a Panchnama on 29th August 2019, recording the presence of 70,781 trees in the afforestation area.
7. That further verification of the afforestation efforts was conducted by the Forest Department, which, through a Panchnama dated 13th July 2022, officially documented the presence of 87,948 plants within the designated afforestation area. This comprehensive biodiversity assessment recorded 27,837 trees, 18,661 decorative and flowering plants, and 41,450 shrubs, bamboo, and various indigenous grasses, including Gawati Grass, tea grass, and Walagrass. The Applicant was personally present during the enumeration, and at that time, the entire afforested area exhibited a well-maintained, thriving ecosystem, fostering a dense, forest-like environment crucial for ecological balance, biodiversity conservation, and carbon sequestration. The afforestation initiative had successfully contributed to habitat restoration, soil stabilization, and groundwater recharge, aligning with the principles of sustainable environmental management. Acknowledging the effective execution and maintenance of afforestation at that stage, the Applicant submitted a letter of full satisfaction. This verification process, conducted in strict compliance with the directives of this Hon'ble Tribunal, underscores the necessity of continued ecological stewardship in accordance with the principles enshrined under Section 20 of the

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S.S. SAWANT

National Green Tribunal Act, 2010, the Polluter Pays Principle, the Precautionary Principle, and Article 21 of the Constitution of India, which guarantees the fundamental right to a clean and healthy environment.

8. That I, the Applicant, was personally present during the inspections and, upon due verification of records, submitted a letter dated 18th May 2022, unequivocally acknowledging the completion of the afforestation work in strict compliance with the directives of this Hon'ble Tribunal. It is further submitted that the afforestation undertaken at Banda BCP has resulted in significant ecological enhancement, transforming the area into a vital green corridor that serves as a habitat for local avifauna and wildlife while also becoming a community space for the villagers. The said afforestation aligns with the principles of sustainable environmental development as enshrined under Section 20 of the National Green Tribunal Act, 2010, read with the precautionary and sustainable development principles under Article 21 of the Constitution of India.

9. That at the time of the inspections, the afforestation project was well-maintained, and there were no immediate concerns regarding compliance, hence I have written the letter related to same.

II. FAILURE TO ENSURE POST-PLANTATION MAINTENANCE

9. That despite the successful execution of the plantation, the essential post-plantation maintenance, which is a critical component of afforestation, was not carried out by the responsible parties.

10. That afforestation, as mandated by this Hon'ble Tribunal, does not merely involve the physical planting of trees but also includes long-term maintenance to ensure their survival, ecological balance, and sustainability.

11. That the Hon'ble Tribunal's directives explicitly mandated the continuous nurturing and maintenance of the plantation. However, after 3 month upon the issuance of the Commercial Operation Date (COD)

certificate to the Concessionaire in October 2022, all essential maintenance activities, including irrigation, pest control, and the replacement of non-surviving saplings, were abruptly discontinued, resulting in severe environmental degradation. This blatant disregard for ecological sustainability demonstrates that the sole intent of the government authorities, implementing agencies, the Concessionaire, and the EPC contractor of the concessionaire was to merely fulfill procedural formalities to secure the COD, acting in collusion with each other. It was only due to my vigilant intervention and persistent follow-ups that they were compelled to undertake afforestation, preventing them from entirely circumventing their obligations. I undertook these efforts solely in my capacity as a social activist, with no personal gain or vested interest, in furtherance of the principles of environmental justice.

12. That the subsequent Site Visit Report dated 2nd April 2024 unequivocally established that, due to the complete neglect of mandated maintenance obligations, a significant portion of the plantation had deteriorated, with numerous trees either dead or in a critically unhealthy state. This gross dereliction of duty has directly undermined the afforestation efforts, causing severe disruption to the local ecological habitat, thereby violating the principles of sustainable environmental conservation as mandated.

13. That the failure to ensure proper aftercare has resulted in an alarming decline in tree survival rates and has severely undermined the ecological restoration efforts.

III. NON-COMPLIANCE WITH PAYMENT OBLIGATIONS AND LEGAL DISPUTES

14. That it is a matter of record, as acknowledged by Respondent No. 4 (MSRDC) in its affidavit, that under the Compromise Decree dated 6th June 2022 in Reg. Civil Suit No. 126/2021, the Subcontractor of the Concessionaire namely Suwarna Buildcon Pvt Ltd (Hereafter referred to as Subcontractor) was contractually entitled to receive the agreed-upon payments for the execution of the afforestation project and ultimately

achieving COD. This contractual entitlement was legally binding and was agreed upon in judicial proceedings, making it imperative for the Concessionaire and their EPC Contractor to honor its obligations. It's also decreed that the said Banda BCP site will remain in the possession of the Subcontractor of the Concessionaire namely Suwarna Buildcon Pvt Ltd until the final payments is done. Due to dispute between the parties the matters are subjudice.

15. That as per the express terms and conditions of the decree passed by the Hon'ble Court, it was unequivocally stipulated that the possession of the afforestation site by the Subcontractor shall remain undisturbed until the final settlement of dues as decreed. Furthermore, it was mutually agreed through mediation decree between the parties that until the formal handover of the site, the Subcontractor shall continue to undertake post-plantation maintenance activities. In consideration thereof, the EPC Contractor of the Concessionaire shall be liable to remit a sum of ₹1,00,000/- (Rupees One Lakh Only) per month to the Subcontractor. This stipulation was incorporated to ensure compliance with environmental obligations, maintain the ecological sustainability of the project, and uphold the effective execution of the maintenance phase in accordance with the terms of the decree.

16. Those upon achieving the Commercial Operation Date (COD), the Concessionaire and its EPC Contractor were legally obligated to settle the pending dues of Subcontractor, as this payment was a prerequisite for Subcontractor to formally hand over the site to the Concessionaire. However, in blatant contravention of the contractual terms and obligations, the Concessionaire, immediately after receiving the COD, willfully failed to discharge its financial responsibilities towards Subcontractor. This failure to fulfill the agreed financial commitments has resulted in protracted legal disputes, severely hindering the progress of the afforestation initiative and causing further environmental and legal complications, thereby violating the principles of contractual performance and good faith.

BEFORE ME

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ADVOCATE & NOTARY

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Chitra Mandir Bhatwadi Sawantwadi
Tel: Sawantwadi, Dist: Sindhudurg

17. That in addition to the agreed-upon payments, it was further stipulated in the decree that until the possession of the site was formally transferred from Subcontractor to the Concessionaire, a monthly amount of ₹1,00,000/- (Rupees One Lakh only) would be paid to Subcontractor for the maintenance of the plantation. However, as per the communication received by the Applicant from Subcontractor and other concerned parties, it has been unequivocally established that the Concessionaire and EPC Contractor has failed to comply with this financial obligation as per mediation decree. The failure to make these payments has resulted in an undue financial burden on Subcontractor, which in turn has resulted in inadequate maintenance of the plantation, ultimately endangering the survival of the afforested trees.
18. That despite these legally binding obligations, neither Respondent No. 1 (MSRDC) nor the Concessionaire and his EPC Contractor has taken any steps to release the outstanding payments due to Subcontractor. The refusal to clear these payments including monthly maintenances charges has rendered Subcontractor incapable of carrying out essential maintenance activities such as irrigation, pest control, and replacement of non-surviving saplings. This flagrant disregard of contractual obligations and environmental responsibilities constitutes a grave violation of the National Green Tribunal Act, 2010, the Environment Protection Act, 1986, and the principles of sustainable development and polluter-pays, as recognized by the Hon'ble Supreme Court of India.
19. That as a direct consequence of the Concessionaire's failure to make payments post-COD, Subcontractor, having incurred substantial costs in executing the afforestation project, is unwilling to vacate the site, asserting its lien over the project area due to non-payment. This has resulted in an impasse wherein the plantation is left without structured maintenance, further exacerbating the deteriorating environmental conditions.
20. That despite the financial constraints, Subcontractor has been maintaining the afforestation project with its limited resources, as the Concessionaire has not even fulfilled its obligation to pay the agreed

17. That in addition to the agreed-upon payments, it was further stipulated in the decree that until the possession of the site was formally transferred from Subcontractor to the Concessionaire, a monthly amount of ₹1,00,000/- (Rupees One Lakh only) would be paid to Subcontractor for the maintenance of the plantation. However, as per the communications received by the Applicant from Subcontractor and other concerned parties, it has been unequivocally established that the Concessionaire and EPC Contractor has failed to comply with this financial obligation as per mediation decree. The failure to make these payments has placed an undue financial burden on Subcontractor, which in turn has resulted in inadequate maintenance of the plantation, ultimately endangering the survival of the afforested trees.
18. That despite these legally binding obligations, neither Respondent No. 4 (MSRDC) nor the Concessionaire and his EPC Contractor has taken any steps to release the outstanding payments due to Subcontractor. The refusal to clear these payments including monthly maintenances charges has rendered Subcontractor incapable of carrying out essential maintenance activities such as irrigation, pest control, and replacement of non-surviving saplings. This flagrant disregard of contractual obligations and environmental responsibilities constitutes a grave violation of the National Green Tribunal Act, 2010, the Environment Protection Act, 1986, and the principles of sustainable development and polluter-pays, as recognized by the Hon'ble Supreme Court of India.
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20. That despite the financial constraints, Subcontractor has been maintaining the afforestation project with its limited resources, as the Concessionaire has not even fulfilled its obligation to pay the agreed

monthly sum of ₹1,00,000/- for maintenance. The burden of maintaining the plantation, which was a collective responsibility as per the judicial decree, has thus been unjustly shifted entirely onto Subcontractor, leading to inadequate upkeep of the planted trees and endangering the afforestation objectives.

21. That due to the failure of both parties to resolve the financial dispute amicably, the matter has escalated into prolonged legal proceedings, with both Subcontractor and the Concessionaire and his EPC Contractor engaging in mutual blame and filing civil cases across various judicial platforms. This impasse has resulted in a deadlock, which is directly detrimental to the objectives of the compensatory afforestation mandate issued by this Hon'ble Tribunal, obstructing the effective implementation of the afforestation plan and contravening the principles of environmental justice as enshrined under Section 20 of the National Green Tribunal Act, 2010.
22. That should this Hon'ble Tribunal direct the Respondent No. 4 (MSRDC) and Concessionaire to carry out Replantation, it is likely that the Respondent No. 4 (MSRDC) and Concessionaire will use the pretext of ongoing legal disputes to evade its responsibility, thereby further delaying the remedial measures required to restore the afforested site. Such a situation would not only render the afforestation order ineffective but would also set a precedent for concessionaires and his EPC Contractor to exploit legal loopholes to avoid environmental obligations.
23. That, as the situation stands today, the afforestation site remains in the possession of Subcontractor as per the judicial decree, while the Concessionaire and his EPC Contractor continues to withhold payments under the guise of legal disputes. On one hand, the Concessionaire refuses to assume maintenance responsibilities, and on the other hand, it is not fulfilling its financial obligations to Subcontractor for the maintenance of the plantation, thereby placing the entire project in jeopardy.

BEFORE ME

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24. That in light of the prevailing circumstances, it is imperative that this Hon'ble Tribunal issue a direction mandating the Concessionaire to immediately clear the outstanding maintenance dues of Subcontractor. Furthermore, Subcontractor must be formally assigned the responsibility of carrying out the maintenance of the afforestation project for a minimum period of five years, as it is already in possession of the site and has demonstrated expertise in executing and managing the afforestation activities.
25. That in addition to maintenance, additional plantation must be undertaken to compensate for the trees that have perished due to lack of upkeep. Since Subcontractor is in possession of the site and has been directly involved in the afforestation process, it is both logical and beneficial that Subcontractor be entrusted with the execution of additional plantations as well. Given the demonstrated expertise of Subcontractor in executing afforestation, it would be counterproductive to appoint any third party unfamiliar with the plantation site.
26. That it is hereby clarified that the Applicant has no vested interest, direct or indirect, in Respondent No. 4 (MSRDC), Concessionaire and his EPC Contractor or Subcontractor. The sole objective of the Applicant's submissions before this Hon'ble Tribunal is to bring the true facts to light, ensuring that the afforestation project is sustained and that the principles of environmental justice are duly upheld. The Applicant has persistently and diligently pursued legal recourse against all stakeholders responsible for the environmental degradation, addressing these issues across multiple forums. This submission is made solely in the interest of preserving the afforestation efforts and safeguarding the ecological integrity of the area, with no personal or ulterior motives. Furthermore, the Applicant is compelled to make this submission in the face of potential adverse actions from the Respondents, who are significant entities, such as Adani and Patel from Gujarat, possessing substantial resources. These entities, with their vast influence, may resort to any means, including maligning the Applicant's name and reputation, in an attempt to derail the pursuit of justice and obfuscate the lacunas in the project's implementation. This submission is made in good faith, under

the duty to protect public and environmental interests, and is driven by a commitment to uphold the rule of law and the fundamental rights to a healthy environment.

27. That the financial non-compliance by the Concessionaire and his EPC Contractor has had a direct and adverse impact on the afforestation project. The lack of funds has made it impossible for Subcontractor to conduct essential maintenance activities, leading to an ecological setback that must be rectified through immediate remedial measures.
28. That Respondent No. 4 (MSRDC) and the Concessionaire, despite being fully aware of these financial obligations, have failed to take any corrective steps to rectify the situation, thereby violating contractual obligations, the National Green Tribunal Act, 2010, and environmental jurisprudence as laid down by the Hon'ble Supreme Court of India in landmark judgments such as M.C. Mehta v. Union of India (1987) and Vellore Citizens Welfare Forum v. Union of India (1996).

IV. PLANTATION AT OTHER 23 BCP SITE

29. The present matter pertains specifically to the Banda Border Check Post (BCP), which is governed by the Concessionaire Agreement executed between the concerned parties i.e. Respondent No. 4 (MSRDC) and the Concessionaire Maharashtra Border Checkpost Network Ltd. The said agreement contains explicit provisions mandating the development and maintenance of tree plantations and garden areas at all BCP sites. Furthermore, substantial financial allocations have been incorporated within the project cost to ensure the effective execution of afforestation and landscaping activities in compliance with environmental and contractual obligations.

30. It is submitted that there exist a total of 24 BCPs under the present concession agreement, the majority of which are strategically located near national and state highways. As per the terms of the Concessionaire Agreement, the development of these BCPs was to be undertaken in an environmentally sustainable manner, ensuring minimal disruption to the

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natural ecosystem while incorporating essential green spaces to mitigate the adverse environmental impact of infrastructure development. However, in complete disregard of these contractual obligations, large-scale destruction and removal of existing trees and vegetation have been carried out at multiple BCP locations under the pretext of project implementation. Shockingly, while significant funds have been allocated for afforestation and the development of landscaped garden areas, there has been an absolute failure on the part of the Respondents to execute these crucial components of the project.

31. The Applicant, in furtherance of due diligence and to ascertain the factual position, has personally visited all 24 BCP sites. It is with immense dismay and concern that it is placed on record that, except for Banda BCP, the requisite tree plantation and garden development activities have been entirely neglected at the remaining 23 BCPs. Startlingly, at several BCP sites, not a single plant has been provided, and the designated garden areas, as per the approved project design, remain completely barren and non-existent. This blatant non-compliance is not only a material breach of the Concessionaire Agreement but also a flagrant violation of statutory environmental norms, including but not limited to:-

- **The Environment Protection Act, 1986**, which mandates the implementation of necessary safeguards to mitigate environmental damage caused by developmental projects;
- **The Maharashtra (Urban Areas) Protection and Preservation of Trees Act, 1975**, which imposes a legal obligation to undertake compensatory afforestation and tree conservation measures; and
- **The conditions stipulated in the environmental clearances and regulatory approvals granted for the project**, which require the implementation of sustainable landscaping and green cover measures as part of the overall project design.

32. It is imperative to highlight that the deliberate omission of afforestation and landscaping activities at these remaining 23 BCPs not only compromises environmental sustainability but also raises serious

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concerns regarding financial mismanagement and possible misappropriation of funds allocated for these essential activities. The complete absence of green cover at several BCP sites has rendered these areas visually unappealing, ecologically vulnerable, and contrary to the very principles of sustainable infrastructure development.

33. Given the gravity of the situation and the evident non-compliance on the part of the Concessionaire and the concerned authorities, the Applicant most humbly and strongly urges this Hon'ble Tribunal to direct Respondent No. 4 (MSRDC) to:

- i. **Submit a comprehensive status report** detailing the provisions made in the Concessionaire Agreement regarding tree plantation and garden area development at all 24 BCPs, along with the corresponding financial allocations for the same;
- ii. **Provide a detailed compliance report** specifying the present status of plantation and afforestation activities undertaken at each of the 24 BCPs, supported by photographic and documentary evidence;
- iii. **Clarify the reasons for non-execution** of the mandated afforestation and landscaping measures at the remaining 23 BCPs and furnish an explanation for the utilization of the funds allocated for these purposes; and
- iv. **Take immediate remedial action** to ensure the execution of the plantation and garden area development at all BCP sites in accordance with the approved project design and contractual commitments.

34. In the interest of **environmental preservation, contractual accountability, and public interest**, the Applicant further prays that this Hon'ble Tribunal may be pleased to issue stringent directions against the erring parties for willful non-compliance with environmental and contractual obligations and to take necessary measures to rectify this grave lapse at the earliest.

BEFORE ME

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V. ISSUES RELATED TO ROYALTY AND FEES OF THE DAPOLI UNIVERSITY

35. That the issue concerning royalty payments at the Insuli BCP is not merely a case of non-payment by the subcontractor appointed by the Concessionaire but a blatant violation of statutory provisions governing excavation and environmental compliance. The subcontractor obtained permission for the excavation of only 2,500 brass; however, large-scale unauthorized excavation was carried out far beyond this limit, without securing the requisite approvals under the Maharashtra Land Revenue Code, 1966, the Environment Protection Act, 1986, and the Mines and Minerals (Development and Regulation) Act, 1957. The Applicant acknowledges that while the royalty for the excavated material has been paid and a No Due Certificate has been issued by the Revenue department for the Banda BCP, the requisite statutory procedure for obtaining prior approvals and clearances was not duly followed. Consequently, the Applicant lodged a formal complaint with the Revenue Department regarding this procedural lapse. Recognizing the violation, the Tehsildar, Sawantwadi, imposed a penalty on the concerned parties. The said penalty order was subsequently heard before the Sub-Divisional Magistrate (SDM), Sawantwadi, where the matter was adjudicated, and the penalty imposed by the Tehsildar was upheld. While the Applicant acknowledges the said order, an appeal challenging the same has already been filed before the appropriate appellate authority, and the matter remains under judicial consideration.
36. However, this instance is only a fraction of the larger issue—the Maharashtra State Road Development Corporation (Respondent No. 4) and the Concessionaire have constructed 24 Border Check Posts (BCPs) across Maharashtra, and despite being fully aware of their legal obligations, royalty has been paid only for the Banda BCP. This compliance, too, was enforced solely due to the relentless vigilance, legal intervention, and persistent follow-ups of the Applicant, who, as a social activist, has risked his own safety to expose these irregularities. Shockingly, for the remaining 23 BCPs, Respondent No. 4 (MSRDC) and the Concessionaire have deliberately evaded royalty payments.

resulting in large-scale illegal excavation, environmental degradation, loss of natural resources, and severe ecological imbalance, in contravention of Articles 48A and 51A(g) of the Constitution of India, which mandate the State and citizens to protect and improve the environment.

37. The failure to obtain statutory clearances and pay applicable royalties constitutes a grave environmental offense, violating the Precautionary Principle and the Polluter Pays Principle as laid down by the Hon'ble Supreme Court in *M.C. Mehta v. Kamal Nath* [(1997) 1 SCC 388] and *Indian Council for Enviro-Legal Action v. Union of India* [(1996) 3 SCC 212]. Unauthorized excavation without environmental clearance is a direct violation of Sections 3 and 5 of the Environment Protection Act, 1986, and attracts penal consequences under Section 21 of the Mines and Minerals (Development and Regulation) Act, 1957. Given the scale of this violation and its far-reaching environmental consequences, the intervention of this Hon'ble Tribunal under its *suo motu* jurisdiction is not only warranted but necessary in the interest of environmental justice. The Applicant, therefore, respectfully prays that this Hon'ble Tribunal issue immediate directions to Respondent No. 4 (MSRDC) to furnish No Objection Certificates (NOCs) and proof of royalty payments for all 23 remaining BCPs and to initiate environmental restoration measures in accordance with Section 20 of the National Green Tribunal Act, 2010. Additionally, stringent penal action must be taken against the Concessionaire and responsible government authorities for willful non-compliance, failing which this unchecked exploitation will continue to cause irreparable damage to the environment and public interest.

38. That as per the communication received by the Applicant, the payments towards Dapoli University have been made by Subcontractor. In one such communication, Subcontractor has explicitly stated that it has paid a sum of ₹25,000 on multiple visits to Dapoli University. This directly contradicts the statement filed by Respondent No. 4 (MSRDC) before this Hon'ble Tribunal, wherein false claims have been made under oath through an affidavit. Such deliberate misrepresentation and submission

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is a serious offense under Section 191 and 193 of the Indian Penal Code, 1860, and warrants strict penal action. Misleading this Hon'ble Tribunal by suppressing material facts and making false declarations not only obstructs the course of justice but also undermines the sanctity of legal proceedings.

39. In light of this grave misconduct, the Applicant urges this Hon'ble Tribunal to take serious cognizance of this perjurious act and direct Respondent No. 4 (MSRDC) to furnish complete and verifiable details of payments made to Dapoli University. Further, this Hon'ble Tribunal must impose stringent penalties and initiate appropriate legal proceedings against Respondent No. 4 (MSRDC) for willful misrepresentation and filing false affidavits, in accordance with the principles of transparency and accountability enshrined under Section 20 of the National Green Tribunal Act, 2010, and the *Precautionary Principle* established by the Hon'ble Supreme Court in *A.P. Pollution Control Board v. Prof. M.V. Nayudu* [(1999) 2 SCC 718]. Such fraudulent conduct not only erodes the credibility of judicial proceedings but also necessitates exemplary action to prevent any further abuse of process.

PRAYER

In light of the foregoing submissions, the Applicant respectfully prays that this Hon'ble Tribunal may be pleased to:-

- a. Direct Respondent No. 4 (MSRDC) and the Concessionaire to submit a detailed and verified report regarding the payments made to Dapoli University, along with supporting documents, to ascertain the actual financial transactions undertaken.
- b. Initiate strict legal action against Respondent No. 4 (MSRDC) for willfully filing a false affidavit before this Hon'ble Tribunal, amounting to perjury under Sections 191 and 193 of the Indian Penal Code, 1860, and impose appropriate penalties for misleading the Tribunal and suppressing material facts.

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- e. Invoke suo motu jurisdiction to investigate large-scale unauthorized excavation at multiple 23 Border Check Posts (BCPs) across Maharashtra in violation of environmental laws and direct Respondent No. 4 (MSRDC) to furnish all No Objection Certificates (NOCs) and proof of royalty payments for the remaining 23 BCPs.
- d. Impose strict penalties on Respondent No. 4 (MSRDC) and the Concessionaire for blatant non-compliance with mining and environmental regulations, as mandated under the Environment Protection Act, 1986, and the Mines and Minerals (Development and Regulation) Act, 1957.
- e. Direct Respondent No. 4 (MSRDC) and the Concessionaire to immediately release all outstanding payments against maintenances of the plantation due to Subcontractor in accordance with the Compromise Decree dated 6th June 2022.
- f. Direct Respondent No. 4 (MSRDC) and concessionaire to appoint Subcontractor to continue the maintenance of the afforestation project for a minimum period of five years to ensure the survival and sustainability of the plantation.
- g. Mandate additional compensatory afforestation at the project site by directing Respondent No. 4 (MSRDC) and concessionaire to appoint Subcontractor, being in possession of the site and having demonstrated expertise in afforestation, to execute the Replantation and additional plantation.
- h. Impose strict penalties under Sections 26 and 28 of the National Green Tribunal Act, 2010, against the Respondent No. 4 (MSRDC) and Concessionaire for willful non-compliance with the Tribunal's directives.
- i. Issue an injunction restraining the Respondent No. 4 (MSRDC) and Concessionaire from delaying afforestation and maintenance efforts



under the pretext of legal disputes and direct periodic reporting on plantation maintenance for at least the next five years.

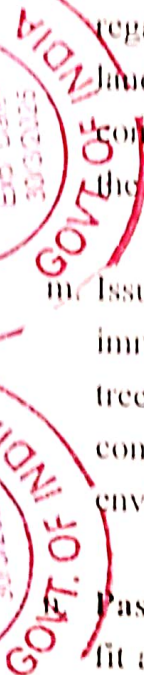
- j. Direct Respondent No. 4 (MSRDC) to submit a comprehensive status report detailing the provisions stipulated in the Concessionaire Agreement regarding tree plantation and garden area development at all 24 Border Check Posts (BCPs), along with the corresponding financial allocations sanctioned for the same;
- k. Call upon Respondent No. 4 (MSRDC) to provide a detailed compliance report, duly supported by photographic and documentary evidence, specifying the present status of plantation and afforestation activities undertaken at each of the 24 BCPs, along with particulars of the type, number, and location of the plantations carried out in accordance with the approved project design;

- l. Direct Respondent No. 4 (MSRDC) to furnish a written explanation regarding the non-execution of the mandated afforestation and landscaping measures at the remaining 23 BCPs, despite explicit contractual provisions and financial allocations, along with an account of the utilization of funds designated for these purposes;

- m. Issue necessary directions to Respondent No. 4 (MSRDC) to take immediate and effective remedial action to ensure the execution of the tree plantation and garden area development at all BCP sites in strict compliance with the Concessionaire Agreement, applicable environmental regulations, and approved project design;

Pass such other and further orders as this Hon'ble Tribunal may deem fit and proper in the interest of **environmental protection, contractual compliance, financial accountability, and public welfare.**

1. Mr. Saiprasad Mangesh Kalyankar, Chartered Accountant, Age 61 years, Indian Inhabitant, an Petitioner residing at House No.1442B at village Banda, Taluka Sawantwadi, District Sindhudurg, State Maharashtra, Pin 416511 state on the solemn affirmation that all information provided in above reply is true



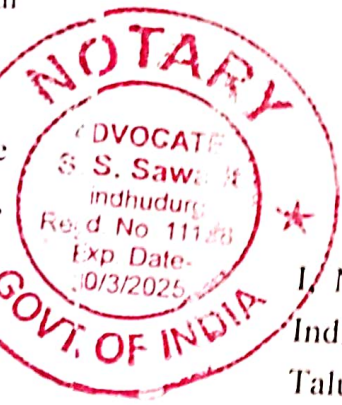
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and correct to the best of my knowledge and belief, I am signing this affidavit today on ^{05/01/2025} 04/01/2025 at Pune/ Sawantwadi.

Date: 05/01/2025

Place: Pune/ Sawantwadi

[Signature]
Applicant
CA Saiprasad Mangesh Kalyankar
05.01.2025



VERIFICATION

I, Mr. Saiprasad Mangesh Kalyankar, Chartered Accountant, Age 61 years, Indian Inhabitant, an Petitioner residing at House No.1442B at village Banda, Taluka Sawantwadi, District Sindhudurg, State Maharashtra, Pin 416511 state on the solemn affirmation that all information provided in above reply is true and correct to the best of my knowledge and belief. I am signing this affidavit today on ^{05.02.2025} 04/01/2025 at Pune/ Sawantwadi.

Date: 05/01/2025

Place: Pune/ Sawantwadi

[Signature]
Applicant
CA Saiprasad Mangesh Kalyankar
05.02.2025
PAN: AAAPR3447-N

witness & identified by

[Signature]
Vaishnavi S. Kalyankar
Aadhar No 44579636017

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S.S. SAWANT

B.A.L.L.B.

ADVOCATE & NOTARY

This document has been personally presented & signed by Saiprasad Mangesh Kalyankar R/o. Banda, Tal. Sawantwadi. who is identified by Vaishnavi S. Kalyankar

...ates and direct periodic reporting on
...t the next five years.

...OC) to submit a comprehensive status
...stipulated in the Concessionaire
...on and garden area development at all
...ong with the corresponding financial

...C) to provide a detailed compliance
...aphic and documentary evidence,
...ntation and afforestation activities
...along with particulars of the type,
...ns carried out in accordance with

...to furnish a written explanation
...e mandated afforestation and
...ng 23 BCPs, despite explicit
...ations, along with an account of
...se purposes;

...ent No. 4 (MSRDC) to take
...to ensure the execution of the
...ment at all BCP sites in strict
...re Agreement, applicable
...project design;

...Hon'ble Tribunal may deem
...ntal protection, contractual
...public welfare.

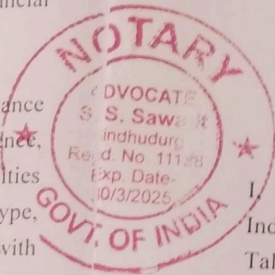
...Accountant, Age 61 years,
...No.1442B at village Banda,
...Maharashtra, Pin 416511 state
...ded in above reply is true

[Handwritten signature]

[Handwritten signature] and correct to the best of my knowledge and belief, I am signing this affidavit
today on ^{05/02/2025} 04/01/2025 at Pune/ Sawantwadi.

Date: 05/01/2025
Place: Pune/ Sawantwadi

[Handwritten signature]
Applicant
CA Saiprasad Mangesh Kalyankar
05.02.2025



VERIFICATION

I, Mr. Saiprasad Mangesh Kalyankar, Chartered Accountant, Age 61 years, Indian Inhabitant, an Petitioner residing at House No.1442B at village Banda, Taluka Sawantwadi, District Sindhudurg, State Maharashtra, Pin 416511 state on the solemn affirmation that all information provided in above reply is true

and correct to the best of my knowledge and belief, I am signing this affidavit today on ^{05.02.2025} 04/01/2025 at Pune/ Sawantwadi.

[Handwritten signature] Date: 05/02/2025
Place: Pune/ Sawantwadi

[Handwritten signature]
Applicant
CA Saiprasad Mangesh Kalyankar
05.02.2025
PAN: AAXPK3447-N

witness is identified by

[Handwritten signature]
Vaishnavi S. Kalyankar
Aadhar No 44579636017

BEFORE ME

[Handwritten signature]
S.S. SAWANT
B.A.L.L.B.
ADVOCATE & NOTARY
Shivateela, C-242Q Near Govind
Chitra Mandir Bhatwadi Sawantwadi
Tel: Sawantwadi, Dist: Sindhudurg

This document has been personally presented & signed by Saiprasad Mangesh Kalyankar R/o. Banda, Tal. Sawantwadi, who is identified by Vaishnavi S. Kalyankar to whom I personally know No. of pages 17 Notary Regd. No 121 Dated 5/2/2025