

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

Reply Affidavit on behalf of Project Proponent

In ref.

Original Application No.303 of 2024

Abhishek Shukla

..... Applicant

Versus

State of UP & Others

..... Respondents

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Dated : 15 April, 2024


(MANOJ KUMAR)
Advocate

**Counsel for Project Proponent
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**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
Original Application No.303 of 2024**

IN THE MATTER OF :-

**Abhishek Shukla
S/O Sri Keshav Prasad Shukla,
R/O Village Jarar, PS-Girwan,
Tahsil Naraini, District-Banda,
Mob. No.-9532378463**

..... Applicant

Versus

State of UP & Others

..... Respondents

REPLY AFFIDAVIT ON BEHALF OF Project Proponent

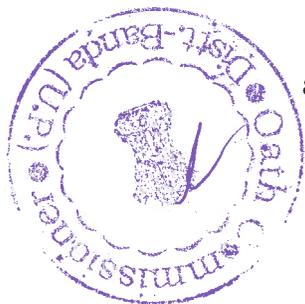
I, Kunwar Vinod Raja, Son of Late Sri Ram Kripal Singh, aged 45 years, resident of House No. MIG B-74, Near BSNL Tower, Mohalla-Indra Nagar, Town-Banda, District-Banda (U.P.), the deponent do hereby solemnly affirm and State on oath as under :-

1. That the deponent is one of the director of the answering respondent Company namely M/s Indus Stone Crusher Private Limited, registered office-Flat No.2, Millan Plaza, 77 Elgin Road, Civil Lines, Prayagraj, the corporate Identity number of the company is UI4290UP2019PTC123902 and the deponent duly authorized by the board of director to file this reply affidavit on behalf of the answering respondent Company.



KJR

2. That the deponent has read over the complaint dated 12-03-2023, and has understood the contents of the instant Original Application, and is well acquainted with the facts and circumstances of the case deposed to hereunder.
3. That by way of present letter petition the applicant complaining about illegal mining blasting and crushing in violation of environmental norms in villages Jarar, Chhaneha Purwa, Raghwa Purwa, Girwan. Patraha Tehsil Naraini, District Banda.
4. That the applicant vide complaint dated 12-03-2023 has also submitted that six mining leases have been allotted in two hills in the area situate of village Jarar and five crushers have been established in Village Jarar and Chhaneha Purwa and mining is being done by resorting to illegal blasting which has resulted in damage to the houses of villagers, the applicant further alleged that the crushers are being operated day and night and the crushers do not have any boundary wall. There is no sprinkling of water during operation thereof. The crushers are causing dust and noise pollution due to which the residents are suffering from 'Asthma' and other diseases. Illegal blasting has also affected old temples located on the hills. Illegal mining and



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blasting are also adversely affecting the wildlife in the area. The roads to the above said villages have been damaged by the overloaded vehicles used for transportation of excavated minor minerals.

5. That on the application dated 12-03-2023, submitted by the applicant, this Hon'ble Tribunal vide order dated 01-08-2023 constituted a joint committee comprising of representative of Director, Geology & Mining U.P., Uttar Pradesh Pollution Control Board, Lucknow. District Magistrate, Banda to verify the factual position and take appropriate remedial action and factual and action taken report may be submitted within one month by e-mail before this Hon'ble Tribunal.
6. That in compliance of order dated 01-08-2023 the joint committee visited the site from 17-08-2023 to 18-08-2023 and in paragraphs 14 to 20 his joint inspection report 30-08-2023 regarding Stone Crushers' Status mentioned as under :-

*"13. As per information provided by UPPCB, Banda, the following stone crushers are identified in village-Jarar (Chhaneha Purwa, Raghwa Purwa), Tahsil-Naraini, District-banda. **Annexure-2.** The issued date of Consent*



to Establish (CTE) and Consent to Operate (CTO) to
stone crushers are given as below:-

S. No.	Name and address of stone crusher unit	Co-ordinate	Product and Capacity	CTE issued date by UPPCB	CTO status issued by UPPCB	
					CTO issued Date	Granted CTO valid up to
1	2	3	4	5	6	7
1	A.H.V.S. IFRA LLP. Gata No. 1166, Vill-Jarar, Tahsil-Naraini, Banda	25.324488 80.347927	Stone grit-180 MT/Hrs	28-06-22	05-09-22	31-08-26
2	Associated Ventures. Gata No. 1172,1179 &1180, Vill-Jarar, Tahsil-Naraini, Banda	25.328259 80.348467	Stone grit-225 MT/Hrs	24-12-21	05-03-22	31-07-26
3	Peer Baba Granite Gata No. 1798, Vill-Jarar, Tahsil-Naraini, Banda	25.333284 80.363266	Stone grit-225 MT/Hrs	03-01-22	11-01-23	31-07-27
4	Neelkanth Granite Gata No. 1382, Vill-Jarar, Tahsil-Naraini, Banda	25.337391 80.358105	Stone grit-135 MT/Hrs	03-01-22	27-08-22	31-07-26
5	Indus stone Crusher Pvt Ltd Gata No. 1794, Vill-Jarar, Tahsil-Naraini, Banda	25.333521 80.976312	Stone grit-225 MT/Hrs stone dust-25 MT/Hrs	15-04-23	Under construction	

14. 05 stone crushers were identified in village-Jarar
(Chhaneha Purwa, Raghwa Purwa), out of 5 stone



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- crusher 4 stone crusher were found in operation and one stone crusher was found under construction.*
15. *During committee visit, dust suppression system i.e. water spraying facility on jaw crusher, cone and main conveyer, covering of vibrating screen and conveyor have been found installed on each operational stone crushers.*
16. *Metal sheet made boundary wall have been found on each stone crusher but strengthening of the boundary wall surround the stone crusher is required.*
17. *All stone crusher are established beyond the 500 meters distance from the habitant area.*
18. *All stone crushers have been submitted compliance report along with ambient air quality monitoring report. The air polluting parameters is within prescribed limit.*
19. *During the committee visit, it was observed that crops was not found affected in nearby agricultural field.*
20. *As per CMO report, no any patient was found as mentioned illness in complain. **Annexure-3.**"*



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7. That the Divisional Forest Officer, Banda Division Banda vide letter No.-1527/33-1 dated 18-11-2022 informed to the Regional Officer, Uttar Pradesh Pollution Control Board, Banda That :-

“(1) The air distance of proposed land for Crusher unit is about 3 K.M. from Akbarpur forest area.

“(2) In this distance there are no willed life Sanctuary or National garden.”

8. That the Sub District Officer, Naraini vide letter dated 04-01-2023 informed to the Regional Officer, Uttar Pradesh Pollution Control Board, Banda That :-

“(1) The proposed Gata No.-1794 area 2.116 Hector land is situate in Village-Jarar Tahsil-Naraini, District-Banda.

“(2) The proposed land has been taken on rent for 10 years from Sri Dinesh Prasad.

“(3) The distance of the proposed land from Jarar-Pegambarpur is 500 meters.

“(4) The distance of the proposed land from inhabitant is 800 meters.



(5) The distance of the proposed land from School/College about 2000 meters.

(6) The distance of the proposed land from Banda-Naraini main road is 4000 meters.

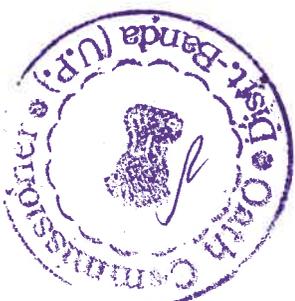
(7) The distance of the proposed land from nearest Railway Station Khurhand is 18 Km.

(8) The distance of the proposed land from religion place is 2000 meters.

(9) The proposed land is fit to establish the Crusher unit.”

9. That on the basis of aforesaid reports of the forest department and revenue department the Uttar Pradesh Pollution Control Board, Lucknow vide ref. No.-180090/UPPCB/Banda(UPPCB (BRO)/CTE/Banda/2023 dated 15-04-2023 the consent for establish (CTE) granted in favour of the M/s Indus Stone Crusher Private Limited and the establishment work is on progress.

10. That in view of aforesaid averment there is no violation which require interference of this Hon'ble Tribunal against the



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deponent as per reports submitted before this Hon'ble Tribunal by the joint committee.

11. That vide order dated 15-03-2024 this Hon'ble Tribunal was pleased to direct the project proponent to file the response to the report filed by the DGMS Dhanbad and reply filed by District Magistrate, Banda and in the humble compliance of the order dated 18-03-2024, passed by this Hon'ble Tribunal it is submitted that the subjected Crusher Plant has not been established till today and DGMS Dhanbad has no concern with the Stone Crusher plant.

12. That in view of afore mentioned facts and circumstances the project proponent is deserve to be deleted in above mention proceeding in the interest of justice.

VERIFICATION:

I, the above named deponent do verify that the content of my above affidavit are true to the best of knowledge and belief and there is nothing concealed therefrom.

Verified at Banda on this 15 day of April 2024.



Or. No. 25 from
 Solemnly Affirmed Presented before me
 by Sri. [Signature]
 whom the Contents of this
 Affidavite have been read over satisfactory
 who is Identified by Sri. [Signature]
 Received Rs. 51 as my Fees
 Dated 18/4/24
 O. C. No. [Signature]

[Signature]
 Deponent

**V A K A L A T N A M A****BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
Original Application No.303 of 2024****Abhishek Shukla****..... Applicant****Versus****State of U.P. & others****..... Respondents**

KNOW ALL to whom these present shall come that We, Kunwar Vinod Raja, Son of Late Sri Ram Kripal Singh, aged 45 years, Resident of House No. MIG B-74, Near BSNL Tower, Mohalla-Indra Nagar, Town-Banda, District-Banda (U.P.), duly authorized on behalf of Project Proponent, do hereby appoint (herein after called the advocate to be our Advocate in the above noted case authorise him:-

MANOJ KUMAR, Advocate (U.P.1502/78), COP No. 193761, GF-1, Shubh Apartment, Vivekanandpuri, Faizabad Road, Lucknow, Mobile no.09532100117

To act, appear and plead in the above-noted case in this Court or in any other Court in which the same may be tried or heard and also in the appellate Court, including High Court subject to payment of fees separately for each Court by us. To sign, file, and present pleadings, appeals, cross objections or petitions for execution review, revision, withdrawal, compromise or other petitions or affidavits or other documents, as may be deemed necessary or proper for the prosecution of the said case in all its stages.

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

To withdraws or compromise the said case or submit to arbitration any differences or disputes that jay arise touching or in any manner relating to the said case. To take execution proceedings. The deposit, draw and receive money, cheques, cash and grant receipts thereof and to do all other acts and things, which may be necessary to be done for the progress and in the course of the prosecution of the said case. To appoint and instruct any other Legal Practitioner, authorizing him to exercise the power and authority hereby conferred upon the Advocate

whenever he may think it to do so and to sign the Power of Attorney on our behalf.

And we the undersigned do hereby agree to ratify and confirm all acts done by the Advocate or his substitute in the matter as our own acts, as if done by us to all intents and purposes.

And we undertake that we or our duly authorized agent would appear in the Court on all hearings and will inform the Advocate for appearance when the case is called.

And we undersigned do hereby agree not to hold the advocate or his substitute responsible for the result of the said case. The adjournment costs whenever ordered by the Court shall be of the Advocate, which he shall receive and retain himself.

And we the undersigned do hereby agree that in the even of the whole or part of the fee agreed by us to be paid to the Advocate remaining unpaid he shall be entitled to withdraw from the prosecution of the said case until the same is paid up. The fee settled is only for the above case and above Court. We hereby agree that once the fee is paid, we will not be entitled for the refund of the same in any case whatsoever. If the case lasts for more than three years, the advocate shall be entitled for additional fee equivalent to half of the agreed fee for every addition of three years or part thereof.

IN WITNESS WHEREOF We do hereunto set our hand to these presents the contents of which have been understood by us on this15..... day of April, 2024.

Accepted subject to the terms of fees.

Advocate



MANOJ KUMAR
Advocate
G.F.-1, Shubh Apartment,
489/211, Vivekanandpur,
Faijabad Road, Lucknow-226007



1- Client

2- Client