

BEFORE THE NATIONAL GREEN TRIBUNAL

EASTERN ZONE BENCH

KOLKATA

Original Application No. 134/2023/EZ

Sonu Sharma

.....Applicant

Versus

State of Jharkhand

.....Respondent

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PAUSHALI BANERJEE

Advocate

7A Kiron Shankar Roy Road

Kolkata-700001

**BEFORE THE NATIONAL GREEN TRIBUNAL
EASTERN ZONE BENCH
KOLKATA**

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State of Jharkhand

.....Respondent

Reply on behalf of Amit Gupta ex-lessee pursuant to order dated 22.11.2023 of the National Green Tribunal, Eastern Zone Bench, Kolkata received through Deputy Commissioner cum District Magistrate, Garhwa vide Letter No. 1492/M dated 09.12.2023

I, Amit Gupta aged about 39 years S/o Shri Jagnarayan Gupta resident of Abadganj, P.O. Daltonganj P.S –Daltonganj District- Palamau PIN-822101 , do hereby solemnly affirm and say as follows :

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1. I say that I am the respondent no.7 herein and I am fully conversant with the facts and circumstances of the case and I am competent to affirm this affidavit
2. I say that the State of Jharkhand and its officials have suppressed this vital fact from the National Green Tribunal that the competent officers of the State have already received back possession of this sand ghat from the respondent no.7 vide letter dated 11.12.2021 and 14.12.2021 duly receipted on 11.12.2021 and 18.12 2021 respectively. The inspection of the sand ghat that is the subject matter of the litigation was carried out on 6/04/22 almost after four months of handing over of the sand block. As such the report of the Joint Committee dated 16.09.2022 fixing responsibility of environmental compensation on respondent no.7, based on measurement dated 06.04.2022/16.04.2022 is against the principles of natural justice and brings out the intention of the authority to protect the persons behind rampant illegal mining of sand over this area post 11.12.2021/18.12.2021.

Photocopies of handing over possession of Belchampa sand ghat to competent officers of the State Government dated 11.12.2021

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and 14.12.2021 is annexed herewith and marked as **Annexure-A/1 & A/2** to this counter affidavit

3. I say that respondent no.7 was the lessee of Belchampa sand mines at Plot No. 01(P) Khata No. 56, Area 4.20 hectares situated at Village Belchampa , Thana Garhwa, District Garhwa with effect from 08.12.2018 to 07.12.2021. The time period of this sand ghat has expired way back on 07.12.2021. The respondent unit operated with valid CTO , Environmental Clearence and Mining Plan.

4. I say that the committee report dated 16.04.2022 have observed that there are cases of illegal mining/transportation of sand from this sand ghat even after 07.12.2021 against which First Information Report has also been registered together with realisation of penalty from commercial vehicles carrying sand illegally. However, the copy of First Information Report and list of commercial vehicles carrying sand has not been presented before committee on 28.05.2022 neither did the committee seek the copy of the FIR. The FIR do not contain the name of the

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respondent no.7, it is therefore clear that rather than acting against the illegal miners named in the FIR the authorities are unnecessarily harassing the respondent no.7 for reasons best known to them. It appears that the competent authorities of State do not want to disclose the name of accused persons in illegal mining cases registered by themselves to save them from clutches of Environmental Compensation in terms with NGT order passed in M.A.No. 16/2020 (PB) in O.A. No. 44/2016 (PB) order dated 19.02.2020.

5. I say that the respondent no.7 is not responsible for illegal mining in the sand ghat in question, the joint Committee report dated 16/09/22 clearly states that the allegation of the Applicant that trenches were dug about 10 to 12 feet deep is not correct. It appears that competent authorities of State have found a soft target in the name of respondent no.7 so that their inaction do not surface before this Hon'ble Tribunal.

6. I say that a show cause notice dated 16/09/22 was received by the respondent no.7 on 26/09/22 through post, a hearing

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date was fixed on 23/09/22 as stated in the notice dated 16/09/22 , but the respondent no.7 could not attend the hearing dated 23/09/22 as the notice dated 16/09/22 reached the respondent no.7 on 26/09/22. The respondent no.7 immediately on 28/09/22 requested the Member Secretary, Jharkhand State Pollution Control Board, requested a copy of the inspection report dated 16/09/22 to be supplied to the respondent and thereafter fix a new date for hearing. Copy of the Letter dated 28/09/22 is annexed herewith and marked as **Annexure B**.

7. I say that thereafter upon receiving a copy of the inspection report the respondent no.7 submitted his reply to the show cause notice dated 16/09/22 before Member Secretary, Jharkhand State Pollution Control Board, Ranchi on 13.02.2023 with a copy to Deputy Commissioner, Garhwa. A copy of reply submitted before Member Secretary, Jharkhand State Pollution Control Board, Ranchi on 11.02.2023 with a copy to Deputy Commissioner, Garhwa is annexed herewith and marked as **Annexure-C**.

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8. I say that inspite of the several pleadings before the respondent authorities no opportunity of hearing was granted to the respondent no.7 and arbitrarily the Environmental Compensation was fixed by the authority upon the respondent no.7, that is completely against the principals of natural justices

9. I say that the Proceeding of Committee dated 28/30.05.2022 of Deputy Commissioner, Garhwa, Superintendent of Police, Garhwa, Representative of State Level Environment Impact Assessment Authority (SEIAA) , Representative of Jharkhand State Pollution Control Board in Para 4. Para 5 of the report of the committee dated 30.05.2022 does not name respondent no.7 responsible for illegal mining, it is clearly stated in the report that the production capacity is not violated by the respondent no.7 and as such the issuance of show cause notice to Amit Gupta for Environmental Compensation is an abuse of process of law as this notice should have been issued to illegal miners against whom FIRs for illegal mining have been filed by competent officers as

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claimed by authorities [**NGT order in M.A.No. 16/2020 (PB) in O.A. No. 44/2016 (PB) order dated 19.02.2020**].

10. I say that the only question raised in the committee report dated 30/05/22 is a katcha approach road on the site, I repeat that there was no katcha road at the time on 7/12/21. The inspection was conducted by the members after four months of handover of the plot by the respondent no.7 to the authority, therefore the respondent no.7 cannot be responsible for construction of any katcha road construction on 6/4/22 (the time of inspection) when the plot was already handed over on 7/12/21.
11. I say that the mining plan and the mining closure plan was approved by the respondent authority and no the competent authority did not pass any order of seizure of security money after receiving back the possession of the said plot of land from the respondent no.7, it is therefore evident that the authorities were satisfied with the conduct of the respondent no.7.
12. It is therefore prayed that no case is made out from the letter Petition of the Applicant, the letter Petition of the Applicant is false and frivolous and have no grounds to stand.



AFFIDAVIT Verification

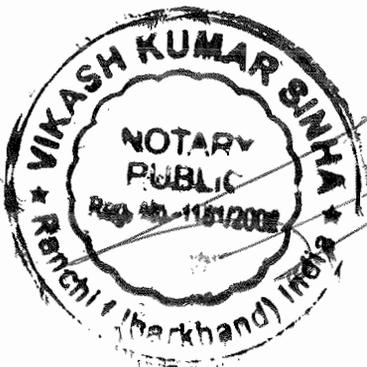
- 8 -

I, Amit Gupta aged about 39 years S/o Shri Jagnarayan Gupta resident of Abadganj, P.O. Daltonganj P.S -Daltonganj District-Palamau PIN-822101 , do hereby solemnly affirm and state as follows:-

1. That I was the lessee of Belchampa sand mincs at Plot No. 01(P) Khata No. 56, Area 4.20 hectares situated at Village Belchampa , Thana Garhwa, District Garhwa with effect from 08.12.2018 to 07.12.2021 the possession of which was handed over to Deputy Commissioner, Garhwa and District Mining Officer, Garhwa on 18.12.2021 and as such I am well acquainted with the facts and circumstances of the case till then .
2. That I am citizen of India.
3. That I have read the contents of this affidavit and have fully understood the same.
4. That the factual statements made in the reply are true to the best of my knowledge, information and derived from the relevant records of the case and rest are by way of my humble submissions before NGT.
5. That the annexure are photocopies / true copies of their respective originals.
6. That this affidavit is being signed, sworn and verified by me on this day the ___ of February, 2024 at 0...1.5.53...2024

Authorised under: Notaries Act-1952 and Notaries Rules 1956 by Govt of Jharkhand Ranchi (India)
Ref. No. _____ Date _____
37 01 FEB 2024

अमित गुप्ता
DEPONENT



Vikash Kumar Sinha
NOTARY PUBLIC, RANCHI

Signature attested on
Identification of Law
01/02/24

- 9- Annexure - A/1

सेवा में,

जिला खनन पदाधिकारी
गढ़वा।

विषय :- बेलचम्पा बालू घाट के संबंध में।

महाशय,

उपर्युक्त विषय के संबंध में निवेदनपूर्वक कहना है कि मैं अमित गुप्ता पिता जगनारायण गुप्ता मिसन स्कूल के पीछे आबादगंज बार्ड नं० 24 डालटनगंज पलामू 822101 का निवासू हूँ तथा बेलचम्पा बालू घाट का धारक था जो दिनांक 07.12.2021 को समाप्त हो चुका है।

अतः श्रीमान से निवेदन है कि बेलचम्पा बालू घाट पर अब मेरे द्वारा कोई कार्य नहीं किया जा रहा है। मेरे निलामी घाट में कोई खनन उपकरण का खनिज स्टॉक नहीं है।

“ सादर सूचनार्थ ”

विश्वासभाजन

अमित गुप्ता

11/12/2021

(अमित गुप्ता)

बालू घाट निलामीधारक

बेलचम्पा बालू घाट

बेलचम्पा बालू घाट
के स्कूल पर क्षेत्राधिकार
सरकार के पक्ष में शेष है।
21/12/21

दिनांक-14/12/2021

सेवा में

उपायुक्त

गढ़वा, झारखण्ड

विषय : राजस्व गढ़वा जिला के ग्राम- बेलचम्पा, अंचल - गढ़वा, जिला- गढ़वा बालूघाट के प्लोट सं0 - 01 (पार्ट) रकबा- 4.20 H कोयल नदी स्थित बालूघाट मेरे नाम पर बंदोबस्त बेलचम्पा बालू घाट का कब्जा सरकार को सौंपने के संबंध में।

महाशय,

1. उपरोक्त विषय के संबंध में कहना है कि राजस्व गढ़वा जिला के ग्राम-बेलचम्पा, अंचल- गढ़वा, जिला-गढ़वा बालू घाट के प्लोट सं0-01(पार्ट) रकबा- 4.20 H क्षेत्रपर बेलचम्पा बालू घाट की बंदोबस्ती दिनांक ~~26-06-2015~~ को सम्पन्न अनुबंध में दिनांक 8.12.2018 से 7.12.2021 तक मेरे नाम से बंदोबस्त किया गया था।
2. उक्त बालू घाट कि बंदोबस्ती दिनांक 7.12.2021 से परिसमाप्त हो चुकी है। मेरे द्वारा दिनांक 8. 12.2021 से उक्त बालू में किसी भी प्रकार का उत्खनन, ढुलाई का कार्य पूर्णतः बन्द किया जा चुका है।
3. उक्त बालू घाट में मेरे किसी प्रकार का मशीन, संयंत्र निर्माण आदि नहीं है।
4. झारखण्ड लघु खनिक समुदान नियमावली 2004 तथा समय-समय पर यथा संशोधित के सुसंगत नियम तथा अनुबंध कि कण्डिका भाग (7) के आलोक में अनुबंध अवधि कि परिसमाप्ति के फलस्वरूप विययांकित बालू घाट बेलचम्पा बालू घाट की बंदोबस्तधारी के रूप में प्राप्त स्वतंत्रता सक्रिय तथा विशेषाधिकार सहः क्षेत्र का कब्जा दिनांक 8.12.2021 से सरकार सक्षम पदाधिकार को सौंपता हूँ। उक्त तिथि से संबंधित बालू घाट क्षेत्रपर मेरा कोई अधिकार नहीं है। तथा किसी घटना आदि के लिए मेरी कोई जिम्मेवारी नहीं है।
5. अनुबंध का भाग (VI) के अनुपालन में मुझे सुरक्षित जमा राशी (प्रतिभुति राशि) 1252500 (बारह लाख बावन हजार पाँच सौ रुपये मात्र) मुझे वापस करने की कृपा की जाए।

अतः अनुरोध है कि उपरोक्त पर अग्रतर कार्यवाई करने की कृपा की जाए।

24/12/2021

प्रतिलिपी
जिला खनन पदाधिकारी, गढ़वा

विश्वासभाजन
अमित गुप्ता

अमित गुप्ता
पिता : जगनारायण गुप्ता
ग्राम : अबादगंज
पोस्ट+ थाना : मेदिनीनगर,
जिला : पलामू (झारखण्ड)

To,

28 th September 2022

The Member Secretary

Jharkhand State Pollution Control Board

Dhurwa, Ranchi-834004

Sub: Show Cause Notice under section 25 of the Water (Prevention & Control of Pollution) Act 1974 and under section 21 of the Air (Prevention & Control of Pollution) Act, 1981- Regarding

Ref: No. B-1942 dated 16.09.2022

Sir,

1. I have received your above referred letter No. B-1942 dated 16.09.2022 by post on 26.09.2022 wherein I have been directed to file show cause with opportunity of being heard on date fixed 23.09.2022.
2. The show cause notice appears to be based upon the inspection report of the committee submitted by Deputy Commissioner, Garhwa vide letter No. 1221/M dated 08.09.2022, however the said inspection report of the committee has not been annexed with the show cause notice No. 1942 dated 16.09.2022.
3. You are requested to supply me a copy of the said inspection report of the committee by e mail or post and thereafter fix a new date for filing show cause with opportunity of hearing.

Yours faithfully

अमित गुप्ता

28/9/2022

Amit Gupta

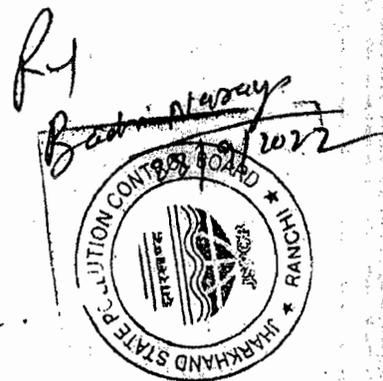
S/o Sri Jagnarayan Gupta

vill- Abadgunj Po- Medininagar

Dist-Palamu

e-mail- amritaguptadtg123@gmail.com

Enclosed - India post delivered date.



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Track Consignment

Sign In Register

Language selection icons: Hindi, English, etc.



Quick help

You are here Home >> Track Consignment

Track Consignment

* Indicates a required field.

* Consignment Number

EJ251703508IN

Track My...

Event Details For : EJ251703508IN

Current Status : Item Delivered [To: amit gupta (Addressee)]

Date	Time	Office	Event
26/09/2022	12:15:28	Daltongan] HO (Beat Number:9)	Item Delivered [To: amit gupta (Addressee)]

- Home
- About Us
- Forms
- Recruitments
- Holidays
- Feedback
- Right To Information

- Tenders India
- Related sites
- Website Policies
- Contact Us
- Employee Corner
- Sitemap

External Links

dia.gov.in

National Voter's Service Portal

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Annexures - 'c'
(collectively)

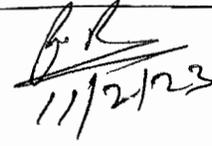
11.2.2023

To,

The Member Secretary

Jharkhand State Pollution Control Board

Dhurwa; Ranchi-834004



11/2/23

Sub: Show Cause Notice under section 25 of the Water (Prevention & Control of Pollution) Act, 1974 and under section 21 of the Air (Prevention & Control of Pollution) Act, 1981

जिला राजनस्पति विभाग, No. B-1942 dated 16.09.2022 and B-2675 dated 21.12.2022

केन्द्र, गढ़वा

दिनांक 11/02/2023

Sir,

1. The Noticee has carefully examined the show cause Notice dated 16.09.2022 along with report of the committee dated 30.05.2022 and hereby submits the reply herein below.

2. That the sand settlement deed over this area was executed by the Deputy Commissioner, Garhwa on 08.12.2018 for a period of three years which expired on 08.12.2021 (**Annexure-1**). The lessee thereafter reported the expiry of time period of sand ghat to the District Mining Officer, Garhwa on 11.12.2021 wherein I was directed to handover possession of sand ghat (**Annexure-2**). Accordingly, I handed over possession of this sand ghat to Deputy Commissioner, Garhwa on 14.12.2021/18.12.2021 with a copy to District Mining Officer, Garhwa (**Annexure-3**). As such the lessee is not responsible for any activity in and around the sand ghat with effect from 18.12.2021 and onwards. It is the responsibility of State and its competent officers to protect their sand ghat with effect from 18.12.2021 and onwards.

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3. The environment clearance (EC) dated 17.01.2018 and the consent to operate (CTO) dated 09.10.2021 became infructuous on 08.12.2021 upon expiry of mining lease deed dated 08.12.2018. Your special attention is invited to Para 2 (3) of CTO dated 09.10.2021 (**Annexure-4**) which is reproduced below for ready reference-

2. Documents Relied Upon

.....
 2. *The content of registered Mining lease deed valid from 08.12.2018 to 07.12.2021.*

-”
4. The committee report dated 16.04.2022 has observed that there have been cases of illegal mining/transportation of sand from this sand ghat even after 07.12.2021 against which First Information Report has also been registered together with realisation of penalty from commercial vehicles carrying sand illegally. However, the copy of First Information Report and list of commercial vehicles carrying sand has not been presented before committee on 28.05.2022 creating suspicion that the competent officers and members of the committee are not interested in disclosing their names for reasons best known to them only.
5. The ex-lessee of this area Amit Gupta categorically states that there is no First Information Report against him with the Garhwa Police regarding any illegal sand mining/transportation from Belchampa Sand Mines neither any commercial vehicle in the name of Amit Gupta has ever been fined on account of illegal transportation of sand from Belchampa Sand Mines. In fact, there is no commercial vehicle registered in the name of Amit Gupta anywhere in India.
6. As such the report of the committee dated 16.04.2022/30.05.2022 fixing responsibility on ex-lessee after 4/6 months of expiry of his mining lease is not only illegal, null and void but mischievous also as the competent officers/concerned public servants have shamelessly tried to save the real culprits for reasons best known to them only. The ex-lessee Amit Gupta was never called by the committee or during so called inspection and/or

measurement which is against the principle of natural justice as laid down by Hon'ble High Court of Jharkhand in order dated 24.02.2020 passed in W.P. (C) No. 5118/2019 with batch cases(Annexure-5).

7. The fallacy of the report of committee dated 16.04.2022/30.05.2022 fixing responsibility on ex-lessee Amit Gupta is contradicted by the inspection report of Regional Officer, Jharkhand State Pollution Control Board, Ranchi dated 09.10.2021 conducted during the currency of the mining lease of Amit Gupta and duly recorded at Para 2.5 of CTO dated 09.10.2021 (Annexure-4) wherein every compliances were fine till 09.10.2021. As such a fully compliant lessee cannot become non-compliant in just two months.
8. The report of the committee dated 30.05.2022 is fit to be rejected on this score only that the fixation of responsibility on account of illegal mining of sand as per First Information Report and recovery of penalty etc as mentioned in report dated 16.04.2022 was not commented /discussed in the final report of the committee dated 30.05.2022.
9. In the light of aforesaid legal and factual matrix, you are requested to accept the show cause as the same is based upon documentary evidences annexed herewith. Accordingly, you are requested to withdraw your *ex-parte* notice for environment compensation to the tune of INR 68,50,000.00 as the ex-lessee has not violated any environmental Act, Rules, conditions of environment clearance, consents and/or approved mining plan during the currency of the mining lease. The illegal conduct of illegal miners after expiry of the lease cannot be shifted on the shoulders of ex-lessee to save the skin of public servants. You are further requested to apprise your comments to the National Green Tribunal, Principal Bench, New Delhi in Original Application No. 430/2021 Sonu Sharma Versus State of Jharkhand on hearing date fixed on 24.02.2023.
10. A copy of this reply is being submitted to the Deputy Commissioner, Garhwa for furnishing his comments before National Green Tribunal, Principal Bench, New Delhi in Original Application No. 430/2021 Sonu Sharma Versus State of Jharkhand on hearing date fixed on 24.02.2023.

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11. Should you require any further clarification in the matter of environment compensation, I may be given an opportunity of personal hearing to present my case.

Yours faithfully

अमित गुप्ता

Amit Gupta
S/o Sri Jagnarayan Gupta
At-Abadganj PO-Medininagar
Dt-Palamau

Enclosures: As abovePages

Copy to: Deputy Commissioner, Garhwa in compliance to his Letter No. 188 dated 07.02.2023 for onward communication to NGT, Principal Bench, New Delhi for hearing date fixed on 24.02.2023 in OA No. 430/2021.



झारखण्ड JHARKHAND

221036

22

मॉडल प्रपत्र-[सी]
 (देखें संशोधित नियम-12)
 अनुबंध

यह अनुबंध आज दिनांक 2018 को

झारखण्ड सरकार (इसके बाद राज्यपाल के रूप में जिस अभिव्यक्ति में जहाँ ऐसा संदर्भ लिया जाता है उनके कार्यालय का उत्तराधिकारी भी शामिल है) को एक पक्ष

तथा

श्री अमित गुप्ता पिता श्री जगनारायण गुप्ता ग्राम- अवादागंज, पो0 मेदिनीनगर थाना मेदिनीनगर जिला- पलामू

(इसके बाद से दूसरे पक्ष के पट्टेदार के रूप में उल्लेखित किए जायेंगे, के बीच सम्पन्न किया जाता है)।

अमित गुप्ता
 बन्दोबस्तीधारी

जिला सहायक अभियन्ता,
 DISTRICT ENGINEERING OFFICER,
 GABWA

08/12/18
 उपायुक्त,
 गढ़वा।



झारखण्ड JHARKHAND

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जहाँ दिनांक 26-06-15 को पूर्ण की गई एक नीलामी में जिसमें सबसे ज्यादा बोली रू0 1,25,25,000.00 (एक करोड़ पच्चीस लाख पच्चीस हजार रुपये मात्र) बोलने वाले (इसके बाद से उन्हें, जहाँ भी मामला हो, बन्दोबस्तीधारी/बन्दोबस्तीधारीगण कहा जाएगा) व्यक्ति/व्यक्तियों के साथ बालू के उत्खनन (लघु खनिज के रूप में) झारखण्ड लघु खनिज समनुदान नियमावली-2004 के नियम-12(सभी संशोधन सहित) इसके बाद से उक्त नियमावली के रूप में निर्देशित अनुरूप इस लिखित अनुबंध (इसके बाद से उक्त नियमावली के रूप में निर्देशित) के भाग (1) में वर्णित भूमि के लिए ^{अज्ञित भूमि} एकरारनामा की तिथि से 3 (तीन) वर्षों तक के बोली के लिए नोटिस दी गई परिस्थियों के अनुसार बोली गई डाक की कुल राशि का 40% राशि का 20% राशि, जिला/सहायक खनन पदाधिकारी, गढ़वा, के पदनाम से तथा 40% राशि का 80% राशि संबंधित ग्राम पंचायत/अधिसूचित क्षेत्र/जिला परिषद/नगर पंचायत/नगर निगम के पदाधिकारी के पदनाम से जमा की गई है।

अज्ञित भूमि


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भाग-I

पंचायत - बेलचपा मौजा - बेलचपा, थाना - गढ़वा अंचल गढ़वा, अनुमण्डल गढ़वा जिला - गढ़वा झारखण्ड के अन्तर्गत - कोयल नदी में खाता संख्या 56 प्लॉट संख्या - 01 अंश, कुल रकबा - 4.20 हे० क्षेत्र स्थित भूमि का सभी खण्ड।

भाग-II

बन्दोवस्तीधारी / बन्दोवस्तीधारीगण को स्वतंत्रता, शक्तियाँ तथा विशेषाधिकार।
 बन्दोवस्तीधारी / बन्दोवस्तीधारीगण झारखण्ड लघु खनिज रियायत नियमावली-2004 (सभी संशोधनों सहित) तथा भाग-1 में उल्लेखित नदी तल से बालू का उत्खनन एवं प्रेषण करेंगे।

भाग-III

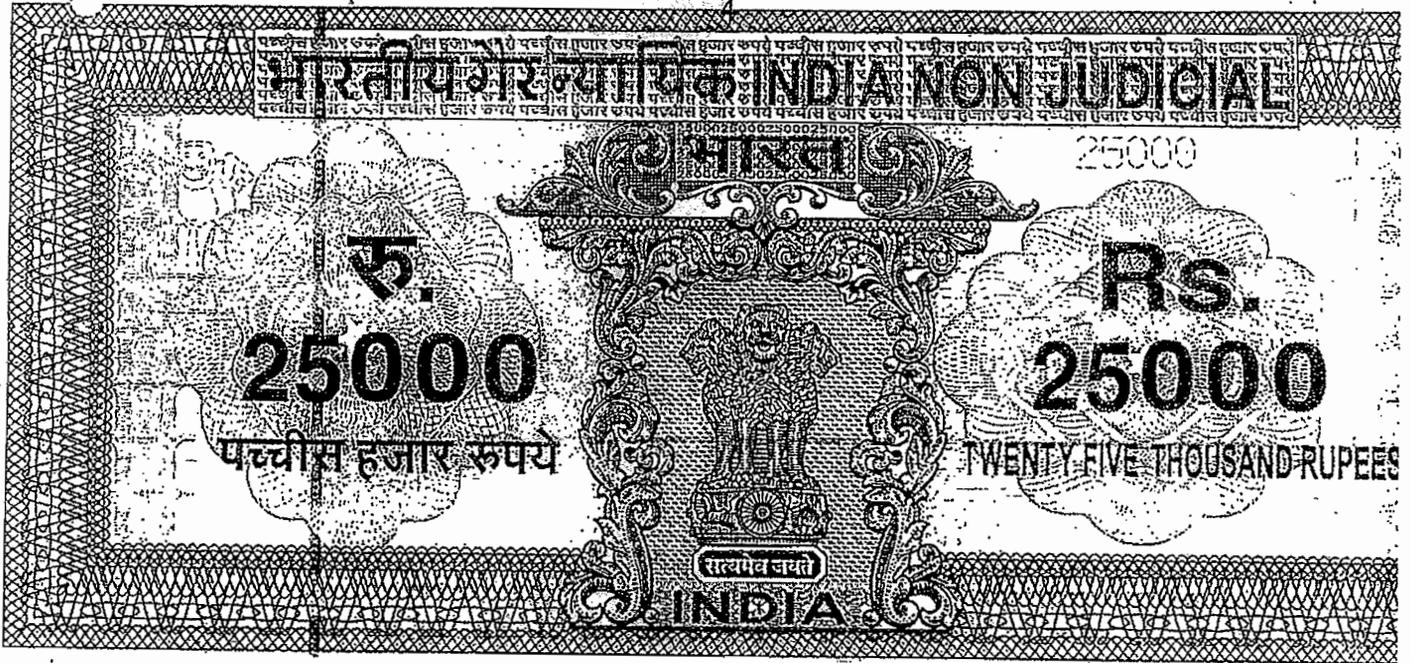
भाग-2 में स्वतंत्रता :

शक्ति तथा विशेषाधिकार के प्रयोग में निषेध एवं शर्तें :-

- (1) रैयत की अनुमति के बिना रैयती भूमि में बालू से संबंधित कोई कार्य करना, उत्खनन अथवा प्रेषण का कार्य नहीं किया जाएगा। बन्दोवस्तीधारी / बन्दोवस्तीधारीगण इन नियमों के अन्तर्गत प्रतिनियुक्त समाहर्ता / उपायुक्त द्वारा निर्दिष्ट अथवा निर्धारित क्षतिपूर्ति की राशि का भुगतान रैयत को करेंगे।

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- (2) बन्दोबस्तीधारी / बन्दोबस्तीधारीगण को क्षतिपूर्ति अथवा परिवहन में होने वाली किसी बाधा के कारण खनिजों की अनुपलब्धता के कारण नुकसान के लिए राज्य सरकार के उपर कोई दावा नहीं कर सकेंगे।
- (3) उच्चतम डाकवक्ता को बिक्रीकर के लिए निबंधन कराकर बन्दोबस्ती के तीन माह के अन्दर बिक्रीकर का निबंधन संख्या कार्यालय में दाखिल करना होगा, अन्यथा बिना कारण दिखाए बन्दोबस्ती निरस्त कर दी जाएगी तथा जमा राशि जप्त कर ली जाएगी।
- (4) बालूघाटों की बन्दोबस्ती के पश्चात् बालू के प्रेषण करने में किसी प्रकार का अड़चन यथा पहुँच पथ वगैरह के कारण या किसी अन्य कारण वश नीलामीधारी नीलामी किए गए बालूघाट से प्रेषण नहीं कर पाते हैं तो इसकी जिम्मेवारी सरकार की नहीं होगी तथा भुगतान की गई राशि के विरुद्ध किसी भी प्रकार का दावा / कटौती मान्य नहीं होगा।
- (5) पर्यावरणीय स्वीकृति के पश्चात् पर्यावरण की सुरक्षा हेतु उपाय करना होगा एवं केन्द्र तथा राज्य सरकार द्वारा निर्धारित नियमों / मापदण्डों का अनुपालन आवश्यक रूप से करना होगा।
- (6) पूल के दोनों तरफ निर्धारित सुरक्षित क्षेत्र की दूरी यथा 500 मीटर दूरी को छोड़कर ही बालू का उठाव करना होगा।
- (7) सिंचाई हेतु नदी में स्थापित किए गए कूप एवं पम्पिंग सेट के आस-पास सुरक्षित क्षेत्र के बाहर बालू का उठाव करना होगा।

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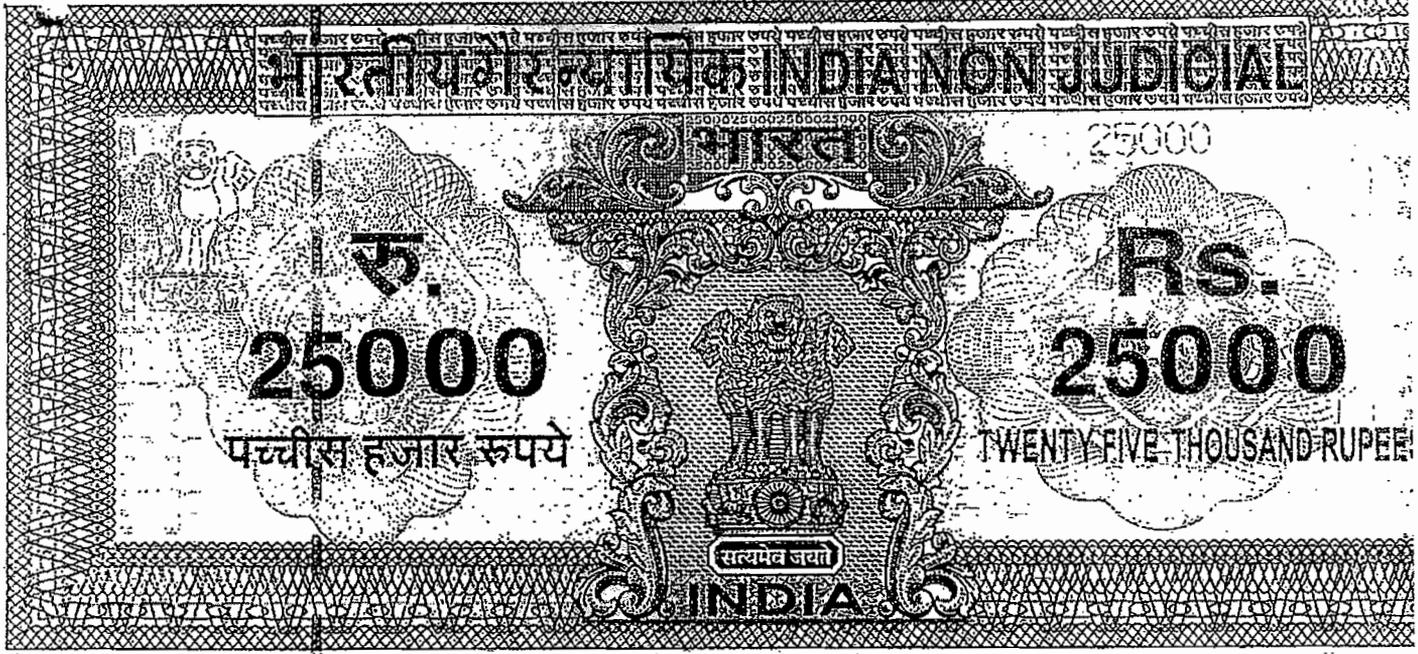
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- (8) खन-कार्य यथा छठ-घाट, श्मशान घाट अन्य धार्मिक स्थल नदी में निर्मित बराज डैम, पूल, सिंचाई-अथवा पेय जल हेतु निर्मित इनटेक कुँआ (Intake well), झालको आदि से चारों दिशा से 50-मीटर की दूरी छोड़कर बालू का उठाव करना होगा।
- (9) घाट से बालू-उठाव के लिए-अगर स्थानीय मजदूर उपलब्ध रहेंगे तो बन्दोबस्त-बालूघाट से बालू का-उठाव एवं लदाई मशीन द्वारा नहीं किया जाएगा, ताकि उन्हें रोजगार मिल-सके एवं उनका पलायन नहीं हो, परन्तु जाँच से आश्वस्त होने पर अगर मजदूरों के उपलब्धता में कमी होगी तो वहाँ-मशीन का प्रयोग इस हद तक ही किया जा सकेगा कि उस क्षेत्र के मजदूर बेरोजगार नहीं हों-एवं नदी के जल-स्तर के नीचे जाने का कृप्रभाव उस पर नहीं पड़ेगा।
- (10) अन्य शर्त एवं बंधेज झारखण्ड लघु खनिज समनुदान नियमावली-2004 (सभी संशोधनों सहित) झारखण्ड खनिज बिक्रेता नियमावली-2007 एवं झारखण्ड खनिज परिवहन पारगमन चालान विनियमन-2005 के प्रावधानों के अनुसार होगा।
- (11) नीलामी धारी को झारखण्ड लघु खनिज समनुदान नियमावली-2004 (सभी संशोधित) नियमों के अनुसार बालू उत्खनन एवं प्रेषण से संबंधित मासिक विवरणी बन्दोबस्तीधारी द्वारा जिला खनन कार्यालय, गढ़वा में प्रत्येक अनुवर्ती माह के 15 तारीख तक दाखिल करना होगा तथा बालू

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का प्रेषण खनिज परिवहन चालान (e. Challan) के माध्यम से करना होगा।

- (12) बन्दोबस्तीधारी को सरकार द्वारा समय-समय पर दिए गए निर्देशों का अनुपालन करना होगा।
- (13) सक्षम पदाधिकारी के प्रतिवेदन के आधार पर उपायुक्त विचार करते हुए अनहित में किसी भी खनिज का मूल्य निर्धारण कर सकते हैं।
- (14) बालू की बिक्री उपायुक्त द्वारा निर्धारित दर से करना होगा। समय-समय पर उपायुक्त द्वारा संशोधित दर से बालू की बिक्री की जा सकेगी। किसी भी हालत में उपायुक्त द्वारा निर्धारित बालू के मूल्य से अधिक मूल्य पर बालू की बिक्री नहीं की जाएगी।
- (15) बालूघाटों से संबंधित अभिलेखों का संधारण/प्रस्तुतीकरण/नियंत्रण एवं राजस्व वसूली हेतु जिला/सहायक खनन पदाधिकारी सक्षम होंगे।
- (16) बालूघाटों से संबंधित समय-समय पर विभागीय स्तर से प्राप्त दिशा-निर्देशों का अनुपालन करना होगा।
- (17) Approved Mining Plan (अनुमोदित खनन योजना) एवं E.C. (पर्यावरणीय स्वीकृति) के Terms & Conditions के अनुसार ही बालू का उत्खनन एवं प्रेषण बन्दोबस्तीधारी द्वारा किया जा सकेगा। किसी भी हालत में आवंटित रकबा के बाहर बालू का उत्खनन एवं प्रेषण बन्दोबस्तीधारी द्वारा नहीं किया जा सकेगा।

अमित कुमार

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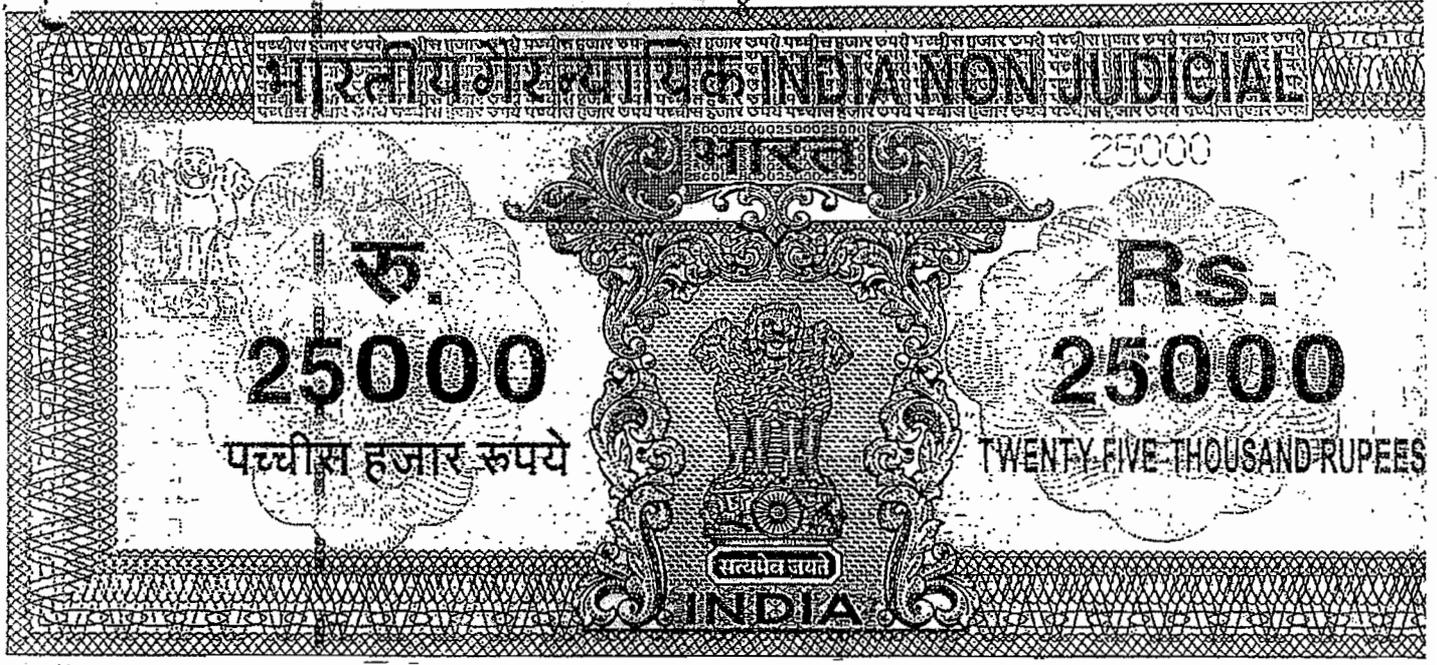
भाग-IV

भुगतान का तरीका :

- (1) बन्दोबस्तीधारी / बन्दोबस्तीधारीगण की बोली यदि 25000 / - (पच्चीस हजार रु०) से अधिक नहीं हो तो अनुबंध पूर्ण होने के पूर्व इस राशि को पूर्ण रूप से भुगतान किया जाएगा।
- (2) बन्दोबस्तीधारी / बन्दोबस्तीधारीगण जिनकी बोली गई राशि 25000 / - रुपये से अधिक है, वह निम्न प्रकार से राशि जमा करेंगे:-
- (क) डाक की राशि का 10% (दस प्रतिशत) प्रतिभूति राशि के रूप में डाक की समाप्ति के तुरन्त बाद जिला/सहायक खनन पदाधिकारी के पदनाम से ड्राफ्ट, जिला खनन कार्यालय, गढ़वा में जमा करना होगा।
- (ख) डाक की राशि का 40% नीलामी समाप्ति के 10 दिनों के अन्दर जमा करना होगा। राशि का भुगतान निम्न प्रकार करना होगा :-
- (i) 40% राशि का 20% राशि जिला/सहायक खनन पदाधिकारी, गढ़वा के पदनाम से डिमाण्ड ड्राफ्ट जिला खनन कार्यालय में जमा करना होगा।

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(ii) 40% राशि का 80% राशि संबंधित ग्राम पंचायत/अधिसूचित क्षेत्र/जिला परिषद्/नगर पंचायत/नगर निगम के पदाधिकारी के पदनाम से डिमाण्ड ड्राफ्ट जिला खनन कार्यालय, गढ़वा में जमा करना होगा।

(iii) 40 % राशि पर देय आयकर देना होगा।

(ग) डाक की राशि का 30% राशि का भुगतान अगामी वित्तीय वर्ष के 28 फरवरी तक जमा करना होगा। राशि का भुगतान निम्न प्रकार करना होगा:-

(i) 30% राशि का 20% राशि, डिमाण्ड ड्राफ्ट जिला/सहायक खनन पदाधिकारी, गढ़वा के पदनाम से बनवा कर जिला खनन कार्यालय, गढ़वा में जमा करना होगा।

(ii) 30% राशि का 80% राशि, डिमाण्ड ड्राफ्ट संबंधित ग्राम पंचायत/अधिसूचित क्षेत्र/जिला परिषद्/नगर पंचायत/नगर निगम के पदाधिकारी के पदनाम से बनवा कर जिला खनन कार्यालय, गढ़वा में जमा करना होगा।

(iii) 30 % राशि पर देय आयकर देना होगा।

(घ) शेष 30% राशि का भुगतान दूसरे वर्ष के समाप्ति के उपरान्त आगामी वित्तीय वर्ष के 28 फरवरी तक जमा करना होगा।

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- (i) 30% राशि का 20% राशि, डिमाण्ड ड्राफ्ट जिला / सहायक खनन पदाधिकारी, गढ़वा के पदनाम से बनवा कर जिला खनन कार्यालय, गढ़वा में जमा करना होगा।
- (ii) 30% राशि का 80% राशि, डिमाण्ड ड्राफ्ट संबंधित ग्राम पंचायत / अधिसूचित क्षेत्र / जिला परिषद / नगर पंचायत / नगर निगम के पदाधिकारी के पदनाम से बनवा कर जिला खनन कार्यालय, गढ़वा में जमा करना होगा।
- (iii) 30 % राशि पर देय आयकर देना होगा।

(3) बालूघाटों के नीलामी से प्राप्त अमय का 80% राशि, संबंधित ग्राम पंचायत / अधिसूचित क्षेत्र / जिला परिषद / नगर पंचायत / नगर निगम को एवं शेष 20% राशि, राज्य सरकार को प्राप्त होगा। जिसके लिए नियमानुसार 80% राशि एवं 20% राशि का भुगतान अलग-अलग बैंक ड्राफ्ट के माध्यम से करना आवश्यक होगा।

(4) उपर्युक्त शर्तों का अनुपालन नहीं करने पर बन्दोबस्ती के साथ-साथ जमा राशि तथा प्रतिभूति की राशि जप्त करते हुए पुनः बन्दोबस्ती के लिए आगे की कार्रवाई की जाएगी।

(5) किसी भी किस्त को जमा नहीं किए जाने या शर्तों का उल्लंघन करने पर बिना कोई पूर्व सूचना के नीलामी रद्द कर दी जाएगी।

30/10/11

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DISTRICT MINING OFFICER
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- (6) किस्तों की राशि का भुगतान करने में असफल रहने अथवा किसी उपबंधों के उल्लंघन होने की स्थिति में बिना कोई नोटिस दिए हुए नीलामी को रद्द कर दिया जाएगा- एवं जैसा भी मामला हो बन्दोबस्तीधारीगण द्वारा जमा की गई सुरक्षित जमा राशि को पूर्ण अथवा आंशिक रूप से प्राप्त कर लिया जाएगा।

भाग - V

बन्दोबस्तीधारी/बन्दोबस्तीधारीगण के कर्तव्य :

एक बन्दोबस्तीधारी अथवा बन्दोबस्तीधारीगण निम्न कर्तव्य करेंगे :-

- (1) नीलामी क्षेत्र के कार्य का निरीक्षण करने कि अनुमति देंगे।
- (2) किसी प्रकार का दुर्घटना होने पर उसकी सूचना देंगे।
- (3) झारखण्ड लघु खनिज समनुदान नियमावली-2004 (यथा संशोधित) के प्रावधानों के अन्तर्गत विहित प्रपत्र में उत्पादन एवं प्रेषण के संबंध में अभिलेख एवं लेखा संधारित करेंगे।
- (4) ट्रक, ट्रैक्टर, नाव तथा अन्य यातायात साधनों से खनिजों के वाहकों को झारखण्ड लघु खनिज समनुदान नियमावली-2004 (यथा संशोधित) के प्रावधानों के अन्तर्गत अन्तर्गत Online परिवहन चालान निर्गत करेंगे।
- (5) उपायुक्त द्वारा लगाए गए अन्य अतिरिक्त राशि जमा करेंगे।

अमित कुमार


DISTRICT MINING OFFICER
GARHWA



झारखण्ड JHARKHAND

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- (6) यदि बन्दोबस्तीधारी/बन्दोबस्तीधारीगण अन्यत्र बालू का भण्डारण करते हैं तो खनिज बिक्रेता नियमावली-2007 के तहत अनुज्ञापति प्राप्त करने के उपरान्त ही भण्डारण करेंगे।
- (7) सूक्ष्म पदाधिकारी को नीलामी की अवधि के समाप्त के पश्चात्, नीलामी क्षेत्र का कब्जा सौंप देंगे, ऐसा करने में असफल रहने पर कब्जा वाली अधिक अवधि के लिए यथानुपात आधार पर बोली राशि की दुगुनी राशि की बराबर की राशि दुण्ड स्वरूप वसूली जाएगी।
- (8) बलूघाट के संचालन में किसी प्रकार की अनियमितता पाए जाने पर बन्दोबस्ती आदेश रद्द कर दी जाएगी।
- (9) बिक्री कर के लिए निबंधन कराकर बन्दोबस्ती के तीन माह के अन्दर बिक्रीकर का निबंधन संख्या जिला खनन कार्यालय में दाखिल करना होगा अन्यथा बिना कारण बताए बन्दोबस्ती निरस्त कर दी जाएगी तथा प्रामा राशि जप्त कर ली जाएगी।
- (10) Minimum wages Act. & Labour Law के प्रावधानों का अनुपालन करना होगा।

अमित गुप्ता

[Signature]
 DISTRICT MINING OFFICER
 GARHWA



झारखण्ड JHARKHAND

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भाग-VI

सुरक्षित जमा की वापसी :

नीलामी के समय, जैसा भी मामला हो बन्दोबस्तीधारी/बन्दोबस्तीधारीगण द्वारा जमा किए गए सुरक्षित जमा की वापसी उपायुक्त/जिला/सहायक खनन पदाधिकारी द्वारा बन्दोबस्ती अवधि समाप्त होने के छः माह के भीतर, जो नीलामी में उल्लेखित शर्तों के अनुरूप और अधिक नहीं बढ़ाई जा सकती है, उसे जैसा भी मामला हो, बन्दोबस्तीधारी/बन्दोबस्तीधारीगण को वापस करेंगे तथा इस पर कोई सूच देय नहीं होगा।

अमित गुप्ता

[Signature]
 DISTRICT MINING OFFICER
 GARHWA



झारखण्ड JHARKHAND

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भाग-VII

अन्य शर्त जो इस अनुबंध में शामिल नहीं है वह वहीं होगा जो झारखण्ड लघु खनिज समनुदान नियमावली-2004 (यथा संशोधित) में है।

- (1) बन्दोबस्तीधारी/बन्दोबस्तीधारीगण के उपर सभी केन्द्रीय तथा राज्य कानून लागू होंगे। इन कानूनों को अन्य मामले में बन्दोबस्तीधारी/बन्दोबस्तीधारीगण के कर्मचारियों की सुरक्षा, स्वास्थ्य तथा सुविधा को प्रभावित करने वाले मामलों अथवा जनहित में भी लागू किया जा सकता है। किसी खान में गैर कानूनी कार्य अथवा अनियमित कार्य होने पर राज्य सरकार अथवा सक्षम पदाधिकारी से सूचना प्राप्त करने के बाद, जैसा भी मामला है बन्दोबस्तीधारी/ बन्दोबस्तीधारीगण द्वारा किसी गैर कानूनी अथवा अवैध कार्य से राज्य सरकार को होने वाली क्षति के लिए क्षतिपूर्ति का भुगतान करने के लिए बाध्य होंगे।

Signature
DISTRICT MINING OFFICER
GARHWA



झारखण्ड JHARKHAND

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भारत गैर न्यायिक स्टाम्प



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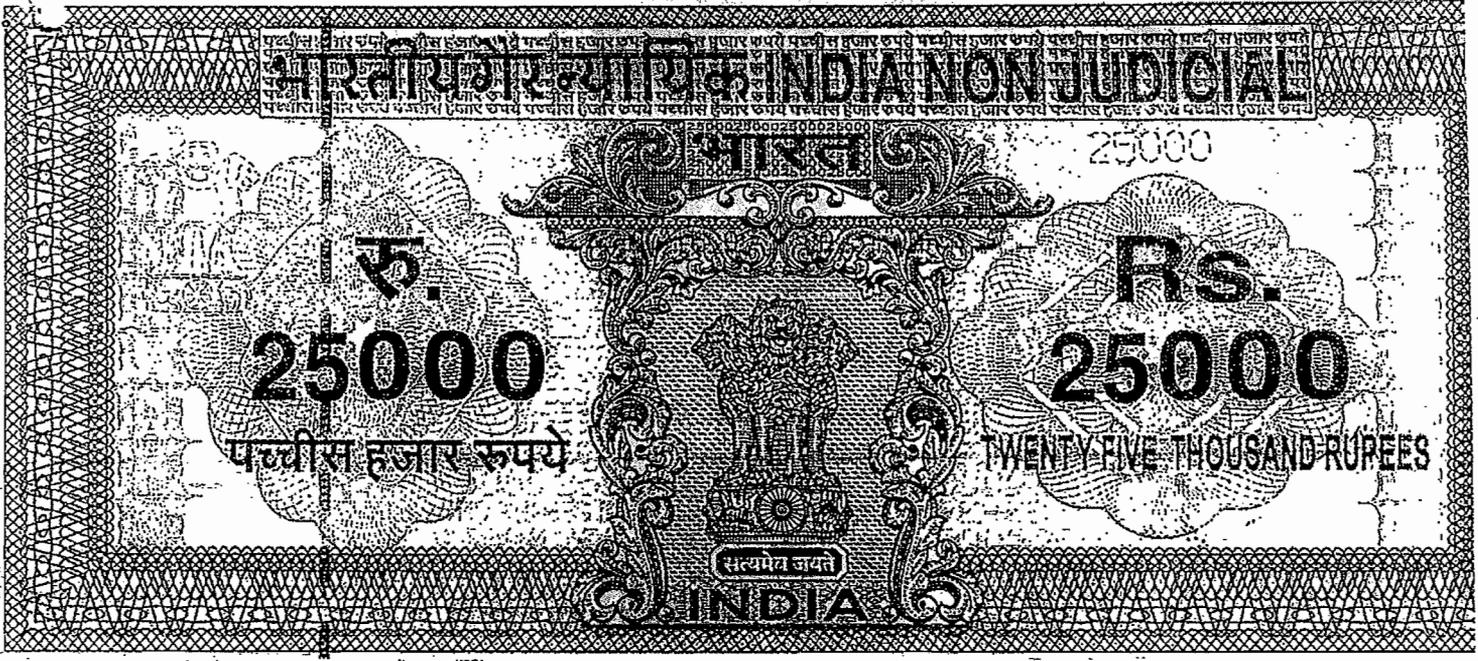
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मंडल :- कोशी

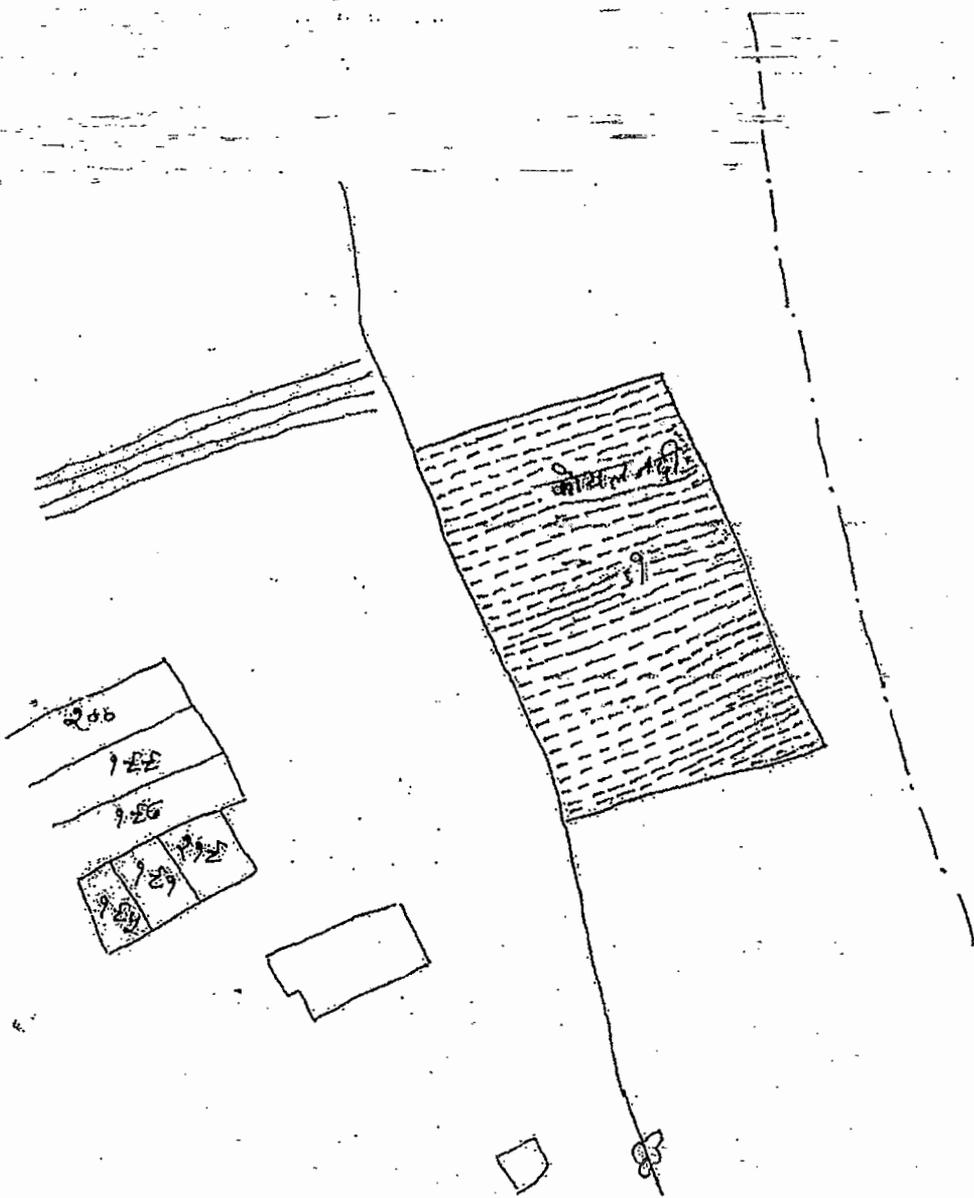
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अमित कुमार

SIGNATURE OF APPLICANT

[Signature]
 DISTRICT MINING OFFICER
 GARHWA

08/11/11
 उपस्थित
 गढ़वा

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सेवा में,

जिला खनन पदाधिकारी
गढ़वा।

विषय :- बेलचम्पा बालू घाट के संबंध में।

महाशय,

उपर्युक्त विषय के संबंध में निवेदनपूर्वक कहना है कि मैं अमित गुप्ता पिता जगनारायण गुप्ता मिसन स्कूल के पीछे आबादगंज वार्ड नं० 24 डालटनगंज पलामू 822101 का निवासू हूँ तथा बेलचम्पा बालू घाट का धारक था जो दिनांक 07.12.2021 को समाप्त हो चुका है।

अतः श्रीमान से निवेदन है कि बेलचम्पा बालू घाट पर अब मेरे द्वारा कोई कार्य नहीं किया जा रहा है। मेरे निलामी घाट में कोई खनन उपकरण का खनिज स्टॉक नहीं है।

“ सादर सूचनार्थ ”

गुप्ता निलामीघाट
के स्कूल पर क्षेत्राधिकार
सरकार के पक्ष में सोप के।
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11.12.21

विश्वासभाजन
अमित गुप्ता
11/12/2021
(अमित गुप्ता)
बालू घाट निलामीधारक
बेलचम्पा बालू घाट

- 39 -

दिनांक-14/12/2021

सेवा में

उपायुक्त

गढ़वा, झारखण्ड

विषय : राजस्व गढ़वा जिला के ग्राम- बेलचम्पा, अंचल - गढ़वा, जिला- गढ़वा बालूघाट के प्लोट सं0 - 01 (पार्ट) रकबा- 4.20 H कोयल नदी स्थित बालूघाट मेरे नाम पर बंदोबस्त बेलचम्पा बालू घाट का कब्जा सरकार को सौंपने के संबंध में।

महाशय,

1. उपरोक्त विषय के संबंध में कहना है कि राजस्व गढ़वा जिला के ग्राम-बेलचम्पा, अंचल- गढ़वा, जिला-गढ़वा बालू घाट के प्लोट सं0-01(पार्ट) रकबा- 4.20 H क्षेत्रपर बेलचम्पा बालू घाट की बंदोबस्ती दिनांक ~~26-06-2015~~ को सम्पन्न अनुबंध में दिनांक 8.12.2018 से 7.12.2021 तक मेरे नाम से बंदोबस्त किया गया था।
2. उक्त बालू घाट कि बंदोबस्ती दिनांक 7.12.2021 से परिसमाप्त हो चुकी है। मेरे द्वारा दिनांक 8. 12.2021 से उक्त बालू में किसी भी प्रकार का उत्खनन, दुलाई का कार्य पूर्णतः बन्द किया जा चुका है।
3. उक्त बालू घाट में मेरे किसी प्रकार का मशीन, संयंत्र निर्माण आदि नहीं है।
4. झारखण्ड लघु खनिक समुदान नियमावाली 2004 तथा समय-समय पर यथा संशोधित के सुसंगत नियम तथा अनुबंध कि कण्डिका भाग (7) के आलोक में अनुबंध अवधि कि परिसमाप्ति के फलस्वरूप विषयांकित बालू घाट बेलचम्पा बालू घाट की बंदोबस्तधारी के रूप में प्राप्त स्वतंत्रता सक्रिय तथा विशेषाधिकार सहः क्षेत्र का कब्जा दिनांक 8.12.2021 से सरकार सक्षम पदाधिकार का सौंपता हूँ। उक्त तिथि से संबंधित बालू घाट क्षेत्रपर मेरा कोई अधिकार नहीं है। तथा किसी घटना आदि के लिए मेरी कोई जिम्मेवारी नहीं है।
5. अनुबंध का भाग (VI) के अनुपालन में मुझे सुरक्षित जमा राशी (प्रतिभुति राशि) 1252500 (बारह लाख बावन हजार पाँच सौ रुपये मात्र) मुझे वापस करने की कृपा की जाए।

अतः अनुरोध है कि उपरोक्त पर अग्रतर कार्यवाई करने की कृपा की जाए।

प्रतिलिपी

जिला खनन पदाधिकारी, गढ़वा

विश्वासभाजन

अमित गुप्ता

अमित गुप्ता

पिता : जगनारायण गुप्ता

शाम : अबादगंज

पोस्ट-शाना : मेदिनीनगर,

जिला : पलामू (झारखण्ड)

24/12/21

JHARKHAND STATE POLLUTION CONTROL BOARD - 40 -

TOWNSHIP ADMINISTRATION BUILDING, HEC COMPLEX, DHURWA, RANCHI 834004

Telephone: 0651-2400850 (Fax)/ 2400851/2400852/2401847/2400979/2400139

Ref No. JSPCB/RO/RNC/CTO-10770011/2021/146

Dated : 2021-10-09

Consent to operate (CTO) under section 25 /26 of the Water (Prevention & Control of Pollution) Act, 1974 and under section 21 of the Air (Prevention & Control of Pollution) Act, 1981

1. Application (s) dated 2021-09-06 of BELCHAMPA SAND MINING PROJECT, Occupier Name :AMIT GUPTA for consent under section 25 (1)(b)/25 (1) (c)/26 of the Water (Prevention & Control of Pollution) Act, 1974 and under section 21(1) of the Air (Prevention & Control of Pollution) Act,1981..

2. Documents Relied Upon:

1. The CTE Ref No.-JSPCB/RO/RNC/CTE-10576833/2021/4, date-05.06.2021 accorded under section 25 (1) (a) of the water (Prevention & Control of Pollution) Act, 1974 and under section 21 (I) of the Air (Prevention & Control of Pollution) Act, 1981.

2. The content of registered Mining lease deed valid from 08.12.2018 to 07.12.2021.

3. The content of the Environmental clearance letter no.- EC/DEIAA/2016-17/26 dated-17.01.2018 issued by DEIAA, Garhwa.

4. The content of letter no.-2520 dated-23.09.2015 issued by DFO, Garhwa North Division, Garhwa regarding Forest Distance Certificate.

5. The content of inspection report, Ref No.-Nil, date-09.10.2021 of Regional Office, Ranchi.

3. The consent is granted under section 25 / 26 of the Water (Prevention & Control of Pollution) Act, 1974 and under section 21 of the Air (Prevention & Control of Pollution) Act, 1981 to operate the project in Mauza -BELCHAMPA , P S -GARHWA , District -GARHWA , as follows:

Project	Site-Area		Investment (Rs)	Product & Capacity	Period of CTO
	Plot Nos.	Area			Date of issue To
Before Expansion	Khata no.-56, Plot no.-01(P), Mauza-Belchampa.	4.20 Ha.	135.25 Lakh	Sand-102197 MT/year (As per E.C)	07/12/2021

(A) Specific Conditions:

1. That, the occupier shall ensure no mining activity beyond 3m depth from the bed level or upto subsurface water level whichever is less in the issue of sand mining or sand/gravel mining should be raised 15m away from the river side or mining should be restricted from the distance equal or more than 1/5 module of river width shall be left on both the banks of precise area to control and avoid erosion of river bank.
2. That, the occupier shall take proper mitigative measure to prevent pollution of river particularly from oily discharge from machinery & transport vehicles.
3. That, the occupier shall do sand mining in such a way that there shall not be any obstruction in flow of the river stream and minimum flow as per the guideline of concerned authority must be maintained at any point of time.
4. That, the occupier shall transport the material in fully covered vehicle and an agreement shall be made with transporter to this effect with the condition that if found transporting the material uncovered, transport contract shall be terminated with immediate effect.
5. That, the occupier shall monitor A.A.Q. within 1.0 K.M. of approach road and work area on quarterly basis and report to the Board accordingly.
6. That, the occupier shall make the sand mining in such a way that the bed-creature system of the river should not get changed within 100 m of the lease hold area either side in its longitudinal section and 10m of its lateral section.
7. That, the occupier shall comply the E.C. conditions issued vide letter no.- EC/DEIAA/2016-17/26 dated- 17.01.2018 and shall submit six monthly report of E.C conditions to the Board.
8. That, the occupier shall not do mining during monsoon season.
9. The Board may review CTO as per DSR & if required necessary modifications shall be made.
10. That, the occupier shall submit applications for renewal of consent under section 25/26 of the Water (Prevention & Control of Pollution) Act, 1974 and under section 21 of the Air (Prevention & Control of Pollution) Act, 1981 again 120 days prior to the date of expiry of this consent i.e. 07.12.2021 with requisite fee and documents showing compliance of all of the above conditions.
11. CTO issued vide letter no.-JSPCB/RO/RNC/CTO-7170866/2019/284 dated- 24.12.2019 shall be treated as cancelled.

(B) **General Conditions :**

- (1) That, the occupier shall maintain the **National Ambient Air Quality Standard** given below:

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S N	Pollutant	Time Weighted Average	Concentration in Ambient Air	
			Industrial, Residential, Rural and Other Area	Ecologically Sensitive Area (notified by Central Govt.)
(1)	(2)	(3)	(4)	(5)
1.	Sulphur Dioxide (SO ₂), µg/m ³	Annual 24 hours	50 80	20 80
2.	Nitrogen Dioxide (NO ₂), µg/m ³	Annual 24 hours	40 80	30 80
3.	Particulate Matter (size less than 10 µm) or PM ₁₀ , µg/m ³	Annual 24 hours	60 100	60 100
4.	Particulate Matter (size less than 2.5 µm) or PM _{2.5} , µg/m ³	Annual 24 hours	40 60	40 60
5.	Ozone(O ₃), µg/m ³	8 hours 1 hour	100 180	100 180
6.	Lead (Pb) µg/m ³	Annual 24 hours	0.50 1.0	0.50 1.0
7.	Carbon Monoxide (CO) mg/m ³	8 hours 1 hour	02 04	02 04
8.	Ammonia (NH ₃) µg/m ³	Annual 24 hours	100 400	100 400
9.	Benzene (C ₆ H ₆) µg/m ³	Annual	05	05
10.	Benzo(a) Pyrene(BaP) Particulate Phase only ng/m ³	Annual	01	01
11.	Arsenic (As) ng/m ³	Annual	06	06
12.	Nickel (Ni) ng/m ³	Annual	20	20

Note : Serial no. 1 to 4 – Mandatory
Serial no. 5 to 12 As applicable for specific type of industry.

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- (2) That, the occupier shall maintain the emission quality within the standard and the quantity, as follows:

S N	Parameter	Standard
1	Particulate Matter	NA

- (3) That, the occupier shall keep process effluent in close-circuit and the quality of effluent from other sources in conformity with the standard (s) and the discharge quantity as below:

S N	Parameter	Standard
1	Total Suspended Solids	100mg/L
2	BOD	30mg/L
3	COD	250mg/L
4	Oil & Grease	10mg/L

- (4) That, the occupier shall dispose of solid wastes as follows:

S N	Waste Type	Mode of Disposal
1	Hazardous Carbonaceous Wastes	In co-processing in high temperature furnaces or Kilns
2	Hazardous Non-Carbonaceous Wastes	In TSDF
3	Non-Carbonaceous Non-Hazardous solid wastes/ Mine Over Burden	As a substitute of Soil or Mineral

- (5) That, the occupier shall keep D G Set(s) within acoustic enclosure and shall keep the height(s) of exhaust pipe(s) as per Central Pollution Control Board norm.
- (6) That, the occupier shall install and maintain Central Ground Water Board/ State Ground Water Directorate approved system of rain water harvesting-cum-ground water recharge and submit the photographic view of the structures within a month.
- (7) That, the occupier shall grow and maintain greenery of the project in the periphery and other available spaces and shall continue enhancing its plant density and biodiversity.
- (8) That, the occupier shall submit environmental statement with supporting stoichiometric calculations analyses reports, every year latest by 30th September of the next financial year.
- (9) That, the occupier shall submit report(s) duly monitored and issued by an NABL accredited / ISO 9001:2008 and OHSAS 18001:2007 certified laboratory in compliance sub-para (2), (3), (4) and (5) of paragraph 3 of this CTO yearly at required periodicity.

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- (10) That, this CTO is valid subjected to the validity of mining Lease/Mining Plan/Ecofriendly/Environmental Clearance, if applicable. In case of no renewal of Mining Lease/Mining Plan, this consent shall be treated as revoked automatically.
 - (11) That, this CTO is issued from the environmental angle only and does not absolve the occupier from other statutory obligations prescribed under any other law or any other instrument in force. The sole and complete responsibility to comply with these conditions laid down in all other laws for the time-being in force, rests with the industry/ unit/ occupier.
 - (12) That, this CTO shall not in any way, adversely affect or jeopardize the legal proceeding , if any, instituted in the past or that could be , instituted against you by the State Board for violation of the provisions of the Act or the Rules made there under.
 - (13) That, the occupier shall comply with all applicable provisions of the Water (Prevention & Control of Pollution) Act, 1974; the Water (Prevention & Control of Pollution) Cess Act, 1977; the Air (Prevention & Control of Pollution) Act, 1981; and the Environment (Protection) Act, 1986 and Rules made there under.
4. That, this CTO shall not absolve the occupier from making compliance of other statutory prescribed under any law or direction of courts or any other instrument for the time being in force.
 5. That, this CTO is being issued on the basis of information/ documents/ certificate submitted by the unit. This CTO will be revoked if any of the information/documents/certificates/undertaking given by the occupier is found false/fictitious/forged in future.
 6. The Order shall be valid subject to compliance of all other legal requirements applicable to the unit.
 7. The State Board reserve the right to revoke, withdraw or make any reasonable variation / change / alteration in conditions of this consent.

This is issued with the approval of the Competent authority

RAGHVEN, Digitally signed
by RAGHVENDRA
DRA NARAYAN
NARAYAN KASHYAP
KASHYAP Date: 2021.10.09
17:20:27 +05'30'

(R.N. Kashyap)
Regional Officer
Regional Office, Ranchi.

Memo No. : JSPCB/RO/RNC/CTO-
10770011/2021/146

Dated : 2021-10-09

Copy to: M/s Belchampa Sand Mining Project, Sri Amit Gupta, Prop., Mauza-Belchampa, Po-Belchampa, Dist. -Garhwa/ Member Secretary, JSPC Board, Ranchi/ Deputy Commissioner, Garhwa/ D.F.O., Garhwa/ D.M.O., Garhwa for information and necessary action.

RAGHVEND, Digitally signed
by RAGHVENDRA
RA NARAYAN
NARAYAN KASHYAP
KASHYAP Date: 2021.10.09
17:21:18 +05'30'

(R.N. Kashyap)
Regional Officer
Regional Office, Ranchi.

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IN THE HIGH COURT OF JHARKHAND AT RANCHI**W.P.(C) No. 5118 of 2019****With****W.P.(C) No. 5119 of 2019****With****W.P.(C) No. 5122 of 2019****With****W.P.(C) No. 5161 of 2019**

Grands Mining (a partnership firm), Bokaro Steel City, Bokaro through its Partner Bhupendra Kumar Singh ... **Petitioner (in all cases)**

Versus

1. The State of Jharkhand through the Secretary, Department of Mines and Geology, Doranda, Ranchi
2. The Deputy Commissioner, Pakur
3. The Additional Collector, Pakur
4. The District Mining Officer, Pakur
5. The Surveyor, District Geology Office, Department of Mines and Geology, Dumka **Respondents (in all cases)**

CORAM: HON'BLE MR. JUSTICE RAJESH SHANKAR

For the Petitioner

: Mr. Sumeet Gadodia, Advocate
 Mr. Shailendra Kumar Singh, Advocate
 Ms. Shilpi John, Advocate

For the Respondents

: Mr. Gaurav Abhishek, AC to AG

Order No. 07**Dated: 24.02.2020**

The present batch of writ petitions have been filed for quashing and setting aside the orders contained in Letter No. 1561/M in [W.P.(C) 5118 of 2019], Letter No. 1563/M in [W.P.(C) 5119 of 2019], Letter No. 1562/M in [W.P.(C) No. 5122 of 2019] and Letter No. 1564/M in [W.P.(C) No. 5161 of 2019] all dated 16.09.2019, whereby the petitioner has been directed to show cause as to why the remaining period of its mining lease pertaining to stone mines be not terminated on the ground of suppression of actual production carried out in its mine and has further been directed to pay penalty for doing illegal mining as well as fine for wrong submission of monthly statement to the extent of Rs.32,67,800/-, Rs.6,84,72,798/-,

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transportation of mineral with respect to its mining lease area till the petitioner makes the aforesaid payment of the amount of penalty along with fine, which is contrary to the provisions of Jharkhand Minor Mineral Concession Rules, 2004 (hereinafter referred to as "JMMC Rules, 2004") and conditions of lease deeds.

2. The factual background of the case as stated in the writ petitions is that the petitioner was granted mining lease for extraction of minor mineral (stone) from the respective mining leased area situated at different plots of Khata No. 56 in Mouza-Golpur, District-Pakur. The lease deeds were also executed in favour of the petitioner. Thereafter, the consent to operate (CTO) permitting the petitioner for carrying out the said mining activities with respect to the concerned mining leased area was given by the Jharkhand State Pollution Control Board on 23.05.2016 and was renewed from time to time. The petitioner regularly filed monthly statements in statutory Form-K before the respondent no. 4 in compliance of its statutory obligation under Rule 48(3) of the JMMC Rules, 2004. Earlier, sectional measurement in the petitioner's mines was taken by the officials of the Mining Department of the Government of Jharkhand and thereafter, the petitioner was directed to pay penalty alleging that it had shown excavation of minerals without excavating the same from the concerned mining lease area with an intention to obtain transit challan which was used by it for the purpose of transportation of mineral illegally excavated from some other area. The demands raised by the respondents were challenged by the petitioner before this Court by filing W.P.(C) No. 3178 of 2018, W.P.(C) No. 3182 of 2018, W.P.(C) No. 3186 of 2018 and W.P.(C) No. 3189 of 2018. The petitioner claimed in the said writ petitions that the measurement in the mining lease area was done in absence of its representative and there were several infirmities in the said measurement. This Court, vide order dated 30.08.2018 having found that the impugned

abovementioned letters giving rise to filing of the present writ petition.

3. The learned counsel for the petitioner submits that while issuing the impugned letters, the respondents failed to comply the direction of this Court dated 30.08.2018 in its true letter and spirit. It is further submitted that neither single opportunity of hearing was given to the petitioner by the respondent no. 2 – the Deputy Commissioner, Pakur nor the copies of the relevant documents were furnished to the petitioner, rather the impugned letters were issued hurriedly. From bare perusal of the impugned letters all dated 16.09.2019, it would be evident that the same have been issued in a pre-judged and pre-decided manner. It has been mentioned in the impugned letters that the work of the sectional measurement was undertaken by the Committee constituted by the respondent no. 2 under the Chairmanship of the respondent no. 3 – the Additional Collector, Pakur between the period from 06.06.2019 to 31.07.2019. However, the said period mentioned in the impugned letters on the face of it, is incorrect as sectional measurement was not taken during the aforesaid period as would be evident from the earlier communication dated 24.07.2019 itself, wherein the respondent no. 4 had informed that a meeting was convened in the office of the respondent no. 3 on 25.07.2019 for discussion on Sectional Measurement Report prepared by the Surveyors. It is further submitted that it has been stated in the impugned letters that on sectional measurement of the mineral excavated by the petitioner, it was found that the mineral excavated from the mining area is lesser than the monthly statements, thus the petitioner illegally excavated minerals from some other areas. However, the said allegation against the petitioner shows complete non-application of mind on the part of the respondent no. 2. If the petitioner has made less excavation than the alleged excavation shown in its monthly statements, then in such

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utilized the same to the extent of the mineral shown by it in its monthly returns excavated from its mining area and it did not obtain any excess challan. Thus, the first allegation levelled in the impugned order is untenable, both in the facts and in law. Mining challans were being issued to the petitioner by the office of the respondent no. 4 only after verifying the relevant facts relating to excavation of mineral from the mining lease area of the petitioner. Thus, the allegation against the petitioner that it excavated minerals from outside its mining lease area and utilized its transport challan for transportation of the said mineral on the face of it becomes untenable in view of the fact that mining challans were being issued only after proper verification by the office of the respondent no. 4. The allegation against the petitioner is based on the measurement report of the respondent no. 5 – Surveyor, however, the said measurement report was agreed to be corrected by the concerned authorities of the State of Jharkhand in the meeting dated 25.07.2019 as evident from the letter no. 1220/M dated 26.07.2019 (Annexure-13 to the writ petition). In the impugned letters, reference has been made to the provisions of Rule 27(2) of the JMMC Rules, 2004 as well as Part-IX, Clause 3 of the lease deeds, however, under the said provisions, no such power has been given to the Deputy Commissioner to restrain the petitioner from carrying out mining activity till such time the amount of penalty is not deposited.

4. On the contrary, the learned counsel for the respondents submits that subsequent to the order of this Court dated 30.08.2018, a Committee was constituted vide memo no. 623/M dated 12.04.2019 issued by the respondent no. 2 which was headed by the respondent no. 3 consisting of the respondent no. 4 and the Mining Surveyor of the District Geology Office, Dumka to conduct re-measurement. A preparatory meeting to conduct the re-measurement was called by the respondent no. 3 on 25.05.2019 and it was decided to carry out

re-measurement work. The sectional measurement was conducted between 06.06.2019 to 31.07.2019 with prior intimation to the petitioner with a direction to be present during the measurement work. After re-measurement of the leased area, it was found that the petitioner had actually extracted less quantity of mineral, however, had shown higher amount in the monthly returns which attracts the provision of Rule 54(1) and Rule 42(1) of the JMMC Rules, 2004. The re-measurement works were conducted in presence of the petitioner and its representative, but they didn't put their signature on the measurement report. The petitioner has violated the rules, regulation as well as the terms and conditions of lease deed by doing illegal mining outside the leased area. Apart from that, it has also misplaced the facts by furnishing wrong production figure of the mineral in its monthly returns which was actually not extracted from the leased mine, but tried to give it a legal shape by using transport challans which is totally wrong and attracts rule 42(1) of the JMMC Rules, 2004. The petitioner has also not availed its legal remedy available to it by filing an appeal before the Appellate Authority as provided under rule 65(1) of the JMMC Rules, 2004.

5. Heard the learned counsel for the parties and perused the materials available on record.

6. Earlier, the petitioner had moved before this Court by filing writ petitions being W.P.(C) No. 3178 of 2018, W.P.(C) No. 3182 of 2018, W.P.(C) No. 3186 of 2018 and W.P.(C) No. 3189 of 2018 challenging the demand of penalties with regard to its respective mines. The said writ petitions were disposed of by a common order dated 30.08.2018. Paragraph-14 of the said judgment reads as under:

14. In view of the discussions made herein above, the impugned letters to the extent of imposition of penalty are hereby quashed/set aside. However, the respondents are directed to treat the said impugned letters as show cause notices, both, for penalty as well

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7. At the outset, the learned counsel for the petitioner has contended that the respondents did not comply the order of this Court dated 30.08.2018 and again issued demand letters without giving any opportunity of hearing to the petitioner and on this score alone, the impugned letters may be quashed.

8. On the contrary, the claim of the respondents is that after the order of this Court, a Committee was formed for re-measurement and thereafter, the mines were re-measured in presence of the representative of the petitioner and the allegation against the petitioner was found true and thus, no good ground is made out to interfere with the demand letters. In support of the said contention, the learned counsel for the respondents has produced measurement report of the mines which have been signed by all the members of the Committee. Since, according to the respondents, the petitioner's representative refused to sign on the report, their signature is not present in the report.

9. To appreciate the contention of the learned counsel for the parties, I have perused the records of the case and have also gone through the sequential steps which were followed by the parties after the order of this Court dated 30.08.2018. The petitioner vide letters dated 01.11.2018 and 05.01.2019 requested the respondent no. 2 to carry out fresh inspection in the mining lease area of the petitioner and to pass order after giving it personal hearing on providing relevant documents to it. Thereafter, the respondent no. 2 vide memo no. 623/M dated 12.04.2019 constituted a Committee headed by the respondent no. 3 which also consisted of the Assistant Mining Officer, Pakur and Mining Surveyor of Geology Office, Dumka to conduct fresh measurement. Vide Office Order as contained in memo no. 836 dated 30.05.2019 issued by the respondent no. 3, five persons namely, Sri Surendra Paswan – Surveyor, Sri Vibhash Kumar – Surveyor, Sri Subhash Yadav – Circle Inspector, Sri Dhan Marandi –

from 06.06.2019 till completion of the said work. It is evident from letter no. 1214/M dated 24.07.2019 issued by the respondent no. 4 that the Circle Officer, Pakuria, Surveyors and the authorized representative of the petitioner were called to attend the meeting going to be held on 25.07.2019 at 11.00 am for discussion on the measurement report. Again, letter no. 1220/M dated 26.07.2019 was issued by the respondent no. 4 to the Circle Officer, Pakuria, Surveyors and the authorized representative of the petitioner stating therein that a meeting was held on 25.07.2019 for discussion on the measurement report, wherein it was suggested to rectify the report submitted by Surveyor – Shri Surendra Paswan, which was accepted unanimously and thereafter, the Surveyor was asked to suggest amendment and the matter was again to be taken up on 31.07.2019 at 11.00 am.

10. On consideration of the aforesaid facts, it would be evident that the re-measurement was already done by 24.07.2019 and all the members of the Committee were called to discuss on the measurement report in the meeting dated 25.07.2019. Thus, I find substance in the argument of the learned counsel for the petitioner that only two persons namely, Surveyor – Surendra Paswan and Surveyor – Vibhas Kumar carried out the inspection and/or measurement in the mining lease area of the petitioner and as such, I am of the view that the measurement report placed before this Court by the learned counsel for the respondents alleged to have been signed on 30.07.2019 is merely a table work and the same has not been prepared at the spot. Moreover, in the said report, the signature of the petitioner's representative is missing. Though the learned counsel for the respondents submits that the representative of the petitioner refused to sign the report, yet the same cannot be believed since there appears serious doubt in the manner of preparation of the said report.

however, without serving the report and making discussion in the matter, the respondent no. 2 straightway issued the impugned letters directing the petitioner to pay the penalty. The said contention of the learned counsel for the petitioner has some substance keeping in view the sequence of events mentioned hereinabove.

12. One of the arguments of the learned counsel for the respondents is that the petitioner has straightway moved before this Court without availing its statutory remedy by filing an appeal before the Appellate Authority as provided in Rule 65(1) of the JMMC Rules, 2004.

13. In the case of "*Joshi Technologies International Inc. Vs. Union of India & Ors.*" reported in (2015) 7 SCC 728, the Hon'ble Supreme Court has held as under:

70. Further, the legal position which emerges from various judgments of this Court dealing with different situations/aspects relating to contracts entered into by the State/public authority with private parties, can be summarised as under:

70.1. At the stage of entering into a contract, the State acts purely in its executive capacity and is bound by the obligations of fairness.

70.2. State in its executive capacity, even in the contractual field, is under obligation to act fairly and cannot practise some discrimination.

70.3. Even in cases where question is of choice or consideration of competing claims before entering into the field of contract, facts have to be investigated and found before the question of a violation of Article 14 of the Constitution could arise. If those facts are disputed and require assessment of evidence the correctness of which can only be tested satisfactorily by taking detailed evidence, involving examination and cross-examination of witnesses, the case could not be conveniently or satisfactorily decided in proceedings under Article 226 of the Constitution. In such cases the Court can direct the aggrieved party to resort to alternate remedy of civil suit, etc.

contractual obligation. Occurrence of commercial difficulty, inconvenience or hardship in performance of the conditions agreed to in the contract can provide no justification in not complying with the terms of contract which the parties had accepted with open eyes. It cannot ever be that a licensee can work out the licence if he finds it profitable to do so: and he can challenge the conditions under which he agreed to take the licence, if he finds it commercially inexpedient to conduct his business.

70.6. Ordinarily, where a breach of contract is complained of, the party complaining of such breach may sue for specific performance of the contract, if contract is capable of being specifically performed. Otherwise, the party may sue for damages.

70.7. Writ can be issued where there is executive action unsupported by law or even in respect of a corporation there is denial of equality before law or equal protection of law or if it can be shown that action of the public authorities was without giving any hearing and violation of principles of natural justice after holding that action could not have been taken without observing principles of natural justice.

70.8. If the contract between private party and the State/instrumentality and/or agency of the State is under the realm of a private law and there is no element of public law, the normal course for the aggrieved party, is to invoke the remedies provided under ordinary civil law rather than approaching the High Court under Article 226 of the Constitution of India and invoking its extraordinary jurisdiction.

70.9. The distinction between public law and private law element in the contract with the State is getting blurred. However, it has not been totally obliterated and where the matter falls purely in private field of contract, this Court has maintained the position that writ petition is not maintainable. The dichotomy between public law and private law rights and remedies would depend on the factual matrix of each case and the distinction between the public law remedies and private law field, cannot be demarcated with precision. In fact, each case has to be examined, on its facts whether the contractual relations between

equitable or that relevant factors are taken into consideration and irrelevant factors have not gone into the decision-making process or that the decision is not arbitrary.

70.10. Mere reasonable or legitimate expectation of a citizen, in such a situation, may not by itself be a distinct enforceable right, but failure to consider and give due weight to it may render the decision arbitrary, and this is how the requirements of due consideration of a legitimate expectation forms part of the principle of non-arbitrariness.

70.11. The scope of judicial review in respect of disputes falling within the domain of contractual obligations may be more limited and in doubtful cases the parties may be relegated to adjudication of their rights by resort to remedies provided for adjudication of purely contractual disputes.

14. It may thus be construed that a writ can be issued if the action of the public authorities is found to have suffered from violation of the principles of natural justice and the said argument of the learned counsel for the respondents has no leg to stand.

15. It appears that the Committee headed by the respondent no. 3 did not comply the order of the respondent no. 2 as contained in memo no. 623/M dated 12.04.2019 much less the order of this Court, rather prepared a table report, that too, in absence of the representative of the petitioner as also the said report was not supplied to it so as to sufficiently respond to the same.

16. Under the aforesaid circumstance, the present batch of writ petitions are disposed of with following observations:

(i) The impugned letters being Letter No. 1561/M in [W.P.(C) 5118 of 2019], Letter No. 1563/M in [W.P.(C) 5119 of 2019], Letter No. 1562/M in [W.P.(C) No. 5122 of 2019] and Letter No. 1564/M in [W.P.(C) No. 5161 of 2019] are hereby quashed and set-aside not having been in accordance with

Commissioner, Pakur shall call a meeting in presence of the representative of the petitioner on any suitable date within a period of 15 days from the date of receipt/production of this order to fix a date of inspection/measurement of the respective leased premises of the petitioner.

(iii) At the time of Inspection/measurement, all the members of the Committee including the Additional Collector, Pakur as well as the representative of the petitioner shall remain present at the spot and after the inspection, a report shall be prepared at the spot in which all the persons present shall sign and a copy of the report shall be served to the representative of the petitioner so as to enable it to respond to the said report.

(iv) The respondent no. 2 is directed to pass an appropriate order after duly considering the measurement report and other relevant documents as well as the reply of the petitioner and providing a reasonable opportunity of hearing to its representative.

(Rajesh Shankar, J.)

VAKALATNAMA

IN THE NATIONAL GREEN TRIBUNAL
EASTERN ZONE BENCH, KOLKATA

State Jharkhand
District: _____

O.A./M.A./R.A./Contempt No. 134 of 2023 | E2

Sonu Sharma

{Appellant
(Petitioners)

- Versus -

State of Jharkhand

{Respondent
(Opposite Party)

12/5/23
P.K. B.

Vakalatnama on behalf of Respondent No. 2

Know all men by these presents that by Vakalatnama, I/We appoint the Advocates noted below or any one of them my/our lawful Advocate or Advocates for filling the memorandum or appeal or petition of entering appearance

in the above matter for appearing conducting and arguing the same for depositing or withdrawing any money in connection therewith for moving the Court in any matter connected therewith, for preparing the paper book in the case and for putting in papers, petitions etc. On my/ our behalf for filing, taking back any documents for withdrawing suits or appeals or petitions with permission to institute fresh suit etc. For signing and filling petitions of compromise in connections with the said matter and for taking copies of paper from the Record and I / We further say that any act. Done by my / our said Advocate or Advocates or by any one of them after accepting this Vakalatnama, shall be considered as my/our own true and lawful act.

And I/We further hereby agree and undertake to pay the said Advocates his or their fees as settled and all others sums that may be necessary to carry out the requisition of the Court and otherwise to enable the said Advocates to conduct the case properly. Failing which the said Advocates after notice to me/us will be at liberty to withdraw from further conducting the case.

IN WITNESS WHERE OF I/WE sign and execute this Vakalatnama on this
the _____ day of March 2024

*Received & accepted
on behalf of client*
Panshali Banerjee
Advocate
7A Kiron Shankar Ray Road
Kolkata - 700001