

BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
ORIGINAL APPLICATION No. 388 of 2023

IN THE MATTER OF:

Hemlata Devi

....Applicant

VERSUS

M/s APCO Infratech Private Limited & Ors.

....Respondents

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Filed by

Vijay Srivastava

VIJAY KUMAR SRIVASTAVA
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 New Building High Court
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BEFORE THE NATIONAL GREEN TRIBUNAL**PRINCIPAL BENCH:: NEW DELHI****ORIGINAL APPLICATION No. 388 of 2023****IN THE MATTER OF:**

Hemlata Devi

...Applicant

VERSUS

M/s APCO Infratech Private Limited & Ors. Respondents

REPLY OF, RESPONDENTS NO 2, 3, 4,**MOST RESPECTFULLY SHOWETH:**

1. That a matter of Original Application No 388/2023, titled Hemlata Devi Vs M/s APCO Infratech Private Limited & Ors, pertaining to the illegal mining of stone and boulders and also running crusher plants in an illegal manner causing damage to environment. due to stone crushers in the area of village Rampur Dhabahi, Pargana Bhagwat, Police Station Ahraura, Tehsil Chunar, District Mirzapur, Uttar Pradesh is under consideration of this Hon'ble Tribunal.
2. That upon hearing the matter , Hon'ble Tribunal was pleased to inter alia pass following order on 30.05.2023

"4. Looking to the allegations contained in the letter petition, we find the question relating to the

2

environment due to implementation of Scheduled Enactment under NGT Act, 2010 has arisen. It may be necessary to have an assessment of extent to which stone crushers are in operation and the way in which mining is taking place. It further needs clarity on blasting operations and the extent of environmental damages caused and further its restoration. Hence, before taking any further action in the matter, we find it appropriate to obtain a factual report for the purpose whereof we constitute a Joint Committee comprising State PCB, District Magistrate, Mirzapur and Director, Mines and Geology Department, UP who shall visit the site, collect relevant information and submit a factual as well as action taken, if any, report within two months by e-mail at judicial-ngt@gov.in preferably in the form of searchable PDF/ OCR Support PDF and not in the form of Image PDF, State PCB shall be the nodal agency for coordination and compliance of this order.

3. That On the basis of the above order, the joint

committee inspected the answering respondents on 18.07.2023 to ensure the installation of pollution control measures.

4. That upon consideration of the report of Joint Committee dated 01.08.2023 and hearing the matter on 22.09.2023 the Hon'ble Tribunal was pleased to pass following order-

"3. The factual report dated 25.07.2023 has been submitted by the joint committee finding that each of the above unit has committed various violation of the environmental provisions. The report of the committee states that the UPPCB shall issue closure order against the concerned industry under Section 31A of the Air (Prevention and Control of Pollution) 2 Act, 1981 and Directorate General of Mines and Safety (DGMS) department shall issue directions to the nearby mining projects to comply the SOP for blasting.

4. The Learned Counsel appearing for the UPPCB has informed that closure orders have already been issued on 06.09.2023 and 08.09.2023 for closing down the above said units. He further

submits that show cause notices have also issued for imposing environmental compensation for the past violations.

5. Having regard to the report filed before this Tribunal, we deem it proper to implead the above stone crusher units as respondents in this petition as also we formally implead the UPPCB; District Magistrate, Mirzapur; State of UP and Secretary, Environment, State of UP as respondents.

6. Registry is directed to prepare amended memo of parties and to take necessary steps for service of notices to the above respondents.

5. That a notice was accordingly received by the Respondents No 2, 3, and 4 from Consultant - Judicial, National Green Tribunal, PB, New Delhi, on the month of October for appearance before Hon'ble Tribunal on 11.12.2023, the next date of hearing. A copy of notice is being annexed herewith and marked as Annexure -R-1.

6. That on dated 11.12.2023 respondents no 2,3,4 appeared before Hon'ble Tribunal and Hon'ble Tribunal has granted two weeks' time for file

reply, the following reply is being filed on behalf of responded no 2,3,4,.

7. That Respondent No 2 has been operating at all times with a valid CTO granted under Sec 25 of Water Prevention & Control of Pollution Act 1974 and Sec 21 of Air Prevention & Control of Pollution Act 1981 from UPPCB, and the consent is valid from 22/06/2022 up to 31.07.2026, also obtained GST registration in the name of the firm, labour registration and msme udyog aadhar for running the crusher plant, True Copies of the consent to operate, GST registration certificate, labour registration certificate, udyog aadhar is hereby annexed as **ANNEXURE-R 2.**
8. That respondent no 3 being a partnership firm established the crusher plant but due to serious illness of one partner who is affected from the serious decease (cancer) and due to monetary issue the the respondent have not obtain the CTO, so he could not run the crusher plant and till installation the crusher plant is permanently closed. The copy of prescription is hereby annexed as **Annexure R.3**
9. That it is submitted that in absence of consent CTE/CTO from Uttar Pradesh Pollution Control Board till date under the provisions mentioned in Air (Prevention and Control of Pollution)

1974 and the Air (Prevention and Control of Pollution) Act, 1981 for approved crusher plant of respondent no 3 and 4, respondent no 3, and 4 never operate crusher, it is also clear from report of joint committee at the time of inspection crushers of respondent 2,3,4 was not found in operational condition. The respondents therefore directed to close mining operations.

10. That it is pertinent to mention here that every sincere effort is being made by R-2, to comply with CTO conditions and protect the environment to the best of his capability and knowledge/ awareness.

11. That also sincere effort is being made by respondent no 3, and 4 for obtaining CTO from UPPCB, It is admitted that consent from UPPCB was not obtained by respondent no 3,4, under Water Act 1974 and Air Act 1981. This lapse occurred due to ignorance and lack of guidance and awareness. It is certainly not a deliberate act to violate law. Large number of respondents in the area who did not have such consent shows that there is general lack of awareness on this count. The respondent no 3, and 4 sincerely apologies for said lapse and humbly seeks pardon from this Hon'ble Tribunal for said unintended lapse, and also permit respondent no.3 and 4 to obtain CTO from UPPCB for

12. That it is humbly submitted that R-4 has not carried out any mining activity since 2021 after it had started mining of minor minerals. The mining activity is presently lying closed.
13. This small crusher is the only source of livelihood for the Respondent no. 2 and therefore the Respondent and dependent family are facing enormous hardship due to closure of his mining activity. It has put the livelihood of about 20 manual labour working in the crusher, also at grave risk and starvation.
14. That it is also pertinent to mention here that on the basis of Regional office Mirzapur, report dated 07.12.2023, Uttar Pradesh Pollution Control Board has imposed Environmental compensation against the respondent no.2,3,and 4 stone crusher units for violation periods.
15. That it is pertinent to mention here that in a similar Original Application No 521/22, titled Sampurnanand Vs State of UP & Others, pertaining to pollution due to mining and stone crushers in illegal mining on hills in the area of villages Bhagoti Dei, Sonpur, Biyahur and Chakjata, Pargana Bhagwat, Police Station Ahraura, Tehsil Chunar, District Mirzapur, Uttar Pradesh is under consideration of this

Hon'ble Tribunal, and issues are as same relating not obtaining CTO, from UPPCB, in a order dated 17.10.2023, in para 14 it has been ordered that 14. In view of the fact that all the mining lease holders have obtained CTO from UPPCB, the mining lease holders are allowed to resume and continue with mining activities. However, further orders in this regard will also be passed by this Tribunal on filing of compliance responses by the mining lease holders and verification report by UPPCB and District Magistrate, Mirzapur. The stone crushers, who are the appellants in the civil appeals filed before the Hon'ble Supreme Court of India, are entitled to operate as the direction issued by this Tribunal in paragraph 13 of order dated 03.07.2023 shall remain stayed as ordered by Hon'ble Supreme Court of India. Other stone crushers who are having valid CTO from UPPCB are also allowed to operate. Further orders regarding the stone crushers will be passed on receipt of orders from Hon'ble Supreme Court of India. and Environmental compensation against the respondents has not been imposed by UPPCB in the above application. A copy of order dated 17.10.2023 is being annexed as Annexure R-4

16. That It is humbly requested and prayed that

present reply/ response may kindly be taken on record for kind consideration by this Hon'ble Tribunal.

17. It is further humbly prayed that in view of the reply, this Hon'ble Tribunal may kindly allow the Respondent No 2,3,4 to carry out mining activity in the crusher.

Respondent No 2,3,4

Dated 20.12.2023

Filed by

Vijay Kr. Srivastava

VIJAY KUMAR SRIVASTAVA
Advocate for R 2-4
Chamber No. 121 A
New Building High Court
Allahabad
hcvijay79@gmail.com
Mob.- 9044959164



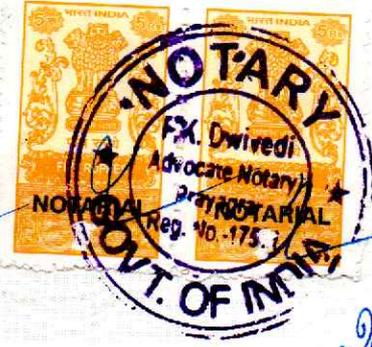
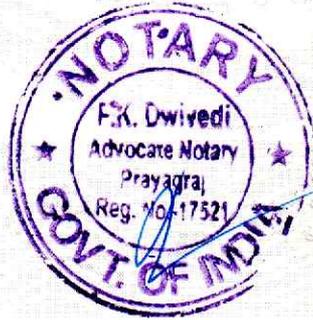
Government of Uttar Pradesh

IN-UP07618045604489V

e-Stamp

SANJAY PATEL
CODE-UP 14347504
LIC No. 785
District Court, Prayagraj
Mob.-7905940485, 9870236200

Certificate No. : IN-UP07618045604489V
 Certificate Issued Date : 20-Dec-2023 12:57 PM
 Account Reference : NEWIMPACC (SV)/ up14347504/ PRAYAGRAJ SADAR/ UP-AHD
 Unique Doc. Reference : SUBIN-UPUP1434750411174334285749V
 Purchased by : MUKESH KUMAR SINGH
 Description of Document : Article 4 Affidavit
 Property Description : Not Applicable
 Consideration Price (Rs.) :
 First Party : MUKESH KUMAR SINGH
 Second Party : Not Applicable
 Stamp Duty Paid By : MUKESH KUMAR SINGH
 Stamp Duty Amount(Rs.) : 10
 (Ten only)



20/12/23

Please write or type below this line

Statutory Alert

1. The authenticity of this Stamp certificate should be verified at 'www.stampsamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

IN THE HON'BLE NATIONAL GREEN TRIBUNAL,
PRINCIPAL BENCH

ORIGINAL APPLICATION NO. 388/2023

IN THE MATTER OF

Hemlata Devi

....Applicant

VERSUS

M/s APCO Infratech Private Limited & Ors..

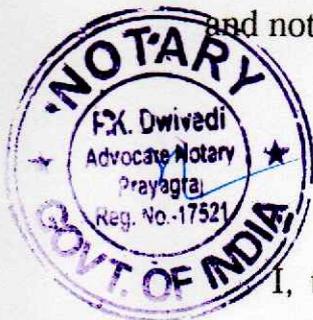
...Respondents

AFFIDAVIT

I, Mukesh kumar singh S/o Lal Bahadur Singh R/o Tower K 1002 Plot no. 3, Antriksh Kanball 3G, Sector-77, Noida, Gautam Budh Nagar, Uttar Pradesh,231301,do hereby solemnly affirm anddeclare as under:

1. That I am relative of respondent no 4 and authorized to represent the Respondent No. 2 to 4 in the above mentioned Original Application and I am fully conversant with the facts and circumstances of the case and am competent to swear this affidavit.
2. That I have read and understand the contents of the Reply, hence swearing the present affidavit.
3. The facts stated in the accompanying reply are true to my knowledge and the submissions made therein are based on legal advice.
4. That the Annexures enclosed to the petition are true copies of their respective originals.
5. That the facts of the above affidavit are true and correct to my knowledge and nothing false has been stated therein.

मुकेश कुं सिंह
DEPONENT



VERIFICATION

I, the deponent above named, do hereby verify and state that the contents of this affidavit are true and correct to the best of my knowledge and belief and nothing is false and nothing material has been concealed therefrom.

Verified at Allahabad this the _____ day of December, 2023.

Identified by _____ Advocate to be his/her affidavit are true and correct, which is here to verified and attested

मुकेश कुं सिंह
DEPONENT

P. K. Dwivedi
Advocate Notary
Govt. of India

IDENTIFIED BY
ADVOCATE PRAYAGRA

verified by Advocate

Dispatch No. 1312-1315

BY SPEEDPOST A.D./EMAIL**BEFORE THE NATIONAL GREEN TRIBUNAL, NEW DELHI**

Original Application No. 388/2023

Hemlata Devi & Ors. Vs. State of U.P. & Ors.

To

1. M/s APCO Infratech Private Limited
Village Rampur Dhabahi, Paragna Bhagwat,
Tehsil Chunar, District Mirzapur-231301, U.P.
2. M/s Shiv Shakti Enterprises
Formerly Known as: M/s Jai Maa Durga Mixture Plant,
Village Rampur Dhabahi, Paragna Bhagwat,
Tehsil Chunar, District Mirzapur-231301, U.P.
3. M/s K.K.K. Construction Maruti Nandan Stone Crusher
Village Rampur Dhabahi, Paragna Bhagwat,
Tehsil Chunar, District Mirzapur-231301, U.P.
4. M/s Maruti Nandan Stone Crusher
Village Rampur Dhabahi, Paragna Bhagwat,
Tehsil Chunar, District Mirzapur-231301, U.P.
5. Uttar Pradesh Pollution Control Board
Through Member Secretary,
Vibhuti Khand, Gomti Nagar, Uttar Pradesh—221301
Email: ms@uppcb.com
6. District Magistrate, Mirzapur
Rambagh Road, Ramaipatti, Mirzapur, Uttar Pradesh 231001
Email: dmmir@nic.in
7. State of Uttar Pradesh
Through its Chief Secretary, Secretariat, 5th Floor,
Government of U.P., Lucknow-226001
Email: cs-up@nic.in
8. Secretary, Environment, State of Uttar Pradesh
17, Rana Pratap Marg, Lucknow, U.P. 226001
Email: pccf-up@nic.in

NOTICE

Whereas the above titled Application was listed before the Hon'ble Tribunal on 22.09.2023 (copy of order, report & petition are enclosed), when the Tribunal inter-alia passed the following order (reproduced relevant extracts only):-

"5. Having regard to the report filed before this Tribunal, we deem it proper to implead the above stone crusher units as respondent in this petition as also we formally implead the UPPCB; District Magistrate, Mirzapur; State of UP and Secretary, Environment, State of UP as respondents.

6. Registry is directed to prepare amended memo of parties and to take necessary steps for service of notices to the above respondents.

7. List the matter on 11.12.2023."

2. Now, take further notice that the above matter and application will be listed for further consideration before the Hon'ble Tribunal 11th December, 2023, at Faridkot House, Copernicus Marg, New Delhi-110001 through physical hearing (with hybrid option), when you may appear before the Hon'ble Tribunal either in person or by a pleader duly instructed, and file reply/response to the application, as per directions of the Hon'ble Tribunal vide Order dated 22.09.2023.

3. Take further notice that in default of your appearance on the date above mentioned, the said Application will be heard and determined in your absence.

4. Given under my hand and the seal of this Hon'ble Tribunal, on this 05th October, 2023.

Note: (For Orders, Cause Lists & other information, please visit our website

www.greentribunal.gov.in)



Consultant (Judicial), NGT



Uttar Pradesh Pollution Control Board

Building. No TC-12V Vibhuti Khand, Gomti Nagar, Lucknow-226010

Phone:0522-2720828,2720831, Fax:0522-2720764, Email: info@uppcb.com, Website: www.uppcb.com

159026/UPPCB/Sonebhadra(UPPCBRO)/CTO/both/MIRZAPUR/2022 Date: 22/06/2022

To,

M/s

**SHIV SHAKTI ENTERPRISES FORMERLY NAME JAY MAA DURGA MIXTURE PLANT
ARAZI NO. 58/2/2 AND 58/2, VILLAGE-RAMPUR, DHABAHI, TEHSIL-CHUNAR, DISTRICT-
MIRZAPUR,MIRZAPUR,231305**

Consolidated Consent to Operate and Authorisation hereinafter referred to as the CCA (Consolidated Consent & authorization) (Fresh) 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

Consent No-16836205 Date-22/06/2022

CCA is hereby granted to **SHIV SHAKTI ENTERPRISES FORMERLY NAME JAY MAA DURGA MIXTURE PLANT** located at **ARAZI NO. 58/2/2 AND 58/2, VILLAGE-RAMPUR, DHABAHI, TEHSIL-CHUNAR, DISTRICT-MIRZAPUR,MIRZAPUR,231305.** subject to the provisions of the **Water Act, Air Act** and the orders that may be made further and subject to following terms and conditions :-

1. This CCA SHIV SHAKTI ENTERPRISES FORMERLY NAME JAY MAA DURGA MIXTURE PLANT granted for the period from **22/06/2022 to 31/07/2026** and valid for manufacturing of following products with **Capital Investment/Net Assets Values 73.00 Lakhs**

S No	Product	Quantity	Unit
1	Stone Grits @ 160 TPH	160	Metric Tonnes/Hour

2. Specific Conditions under Water Act :-

(i) The daily quantity of effluent discharge (KLD) :-

Kind of Effluent	Quantity(KLD)	Treatment facility and discharge point

(ii) **Trade Effluent Treatment and Disposal** :-The applicant shall operate **Effluent Treatment Plant** consisting of primary/secondary and tertiary treatment as is required with reference to influent quantity and quality.

In case of stoppage of functioning of ETP, production has to be stopped immediately and this Board has to be intimated by fax/phone/email with a report in this regard to be dispatched immediately.

(iii) The treated effluent shall be recycled to the maximum extent and should be reused within the premises for gardening etc. Quality of the treated effluent shall meet to the following general and specific standards as prescribed under Environment (Protection) Rules, 1986 and applicable to the unit from time-to-time :-

	75	70	65	55	55	45	50	40
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6. Compulsory documents to be submitted by the Industry/Unit :-

- (i) Annual return in Form-4 and Waste Disposal Manifest in Form-10 under Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 and Third Party Audit Report.
 - (ii) Environment Statement in Form-V of Environment (Protection) Rules, 1986.
 - (iii) Quarterly compliance report of the CCA, photograph of ETP/APCs/Waste Storage Area.
7. Unit has to apply for renewal of CCA well in advance of 60 days of expiry of this CCA.
8. Competent Authority reserves the right to change/modify/add any time any condition of this CCA.
9. Unit has to comply with the other general conditions as annexed herewith. Non compliance of any provision of this CCA and provisions of the Water Act, Air Act and Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 will results in legal action under the aforesaid Acts and Rules.
10. In compliance to the G.O dated 1011/81-7-2021-09 (Writ)/2016 dt.13.10.2021 issued by Department of Environment, Forest and Climate Change, Uttar Pradesh. You are directed to develop Miyawaki Forest as per the SOP available at URL:-<http://www.upecp.in/TrainingSession.aspx> for ensuring timely compliance of this direction, you are hereby directed to submit a bank guarantee with minimum validity of one year of the amount equivalent to the sum of initial consent fees (Air and Water) or Rs. 50,000/- (Rs. Fifty Thousand Only) whichever is more, within 30 days from the date of issuance of this certificate. In case of non-compliance of this direction, your consent shall be revoked by the Board.
11. The industry will have to obtain No objection certificate for abstraction of ground water. It will be the responsibility of the industry to comply with the various conditions of the NOC obtained from the competent authority and submit to the Board, within 3 months time failing which CTO shall be revoked.

REGIONAL OFFICER

Copy to:

TRILOKI
NATH SINGH

Digitally signed by
TRILOKI NATH SINGH
Date: 2022.06.22
19:58:31 +05'30'

CEO-02, U.P. POLLUTION CONTROL BOARD, TC-12V, VIBHUTI KHAND GOMATI NAGAR,
LUCKNOW

TRILOKI
NATH SINGH

Digitally signed by
TRILOKI NATH SINGH
Date: 2022.06.22
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REGIONAL OFFICER

Annexure

Specific Conditions

1. This Consent To Operate is granted to M/s SHIV SHAKTI ENTERPRISES FORMERLY NAME JAY MAA DURGA MIXTURE PLANT for production of Stone Grits of different sizes @ 160 TPH using stone boulder as raw material ARAZI NO. 58/2/2 AND 58/2, VILLAGE- RAMPUR, DHABAHI, TEHSIL-CHUNAR, DISTRICT-MIRZAPUR,U.P., 231305.
2. The Geo-Coordinate of the crusher unit is 25.042910 N, 82.982171 E.
3. Industry shall obtain prior approval before making any modification in product/process/fuel/plant & machinery, failing which consent shall be deemed void.
4. The industry shall comply with any other conditions laid down or directions issued in due course by the Board under the provisions of the Air & Water Act.
5. The industry shall submit Audited Balance Sheet to this office for verification of consent fee in every year and accordingly balance fee shall be paid if any.
6. The industry shall regularly operate water sprinkling system to control process emission and dust suppression in scientific manner to maintain Ambient Air Quality as per CPCB norms.
7. The industry shall ensure to discharge the effluent generated from domestic sources through septic tank

	75	70	65	55	55	45	50	40
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6. Compulsory documents to be submitted by the Industry/Unit :-

- (i) Annual return in Form-4 and Waste Disposal Manifest in Form-10 under Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 and Third Party Audit Report.
 - (ii) Environment Statement in Form-V of Environment (Protection) Rules, 1986.
 - (iii) Quarterly compliance report of the CCA, photograph of ETP/APCs/Waste Storage Area.
7. Unit has to apply for renewal of CCA well in advance of 60 days of expiry of this CCA.
8. Competent Authority reserves the right to change/modify/add any time any condition of this CCA.
9. Unit has to comply with the other general conditions as annexed herewith. Non compliance of any provision of this CCA and provisions of the Water Act, Air Act and Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 will results in legal action under the aforesaid Acts and Rules.
10. In compliance to the G.O dated 1011/81-7-2021-09 (Writ)/2016 dt.13.10.2021 issued by Department of Environment, Forest and Climate Change, Uttar Pradesh. You are directed to develop Miyawaki Forest as per the SOP available at URL:-<http://www.upecp.in/TrainingSession.aspx> for ensuring timely compliance of this direction, you are hereby directed to submit a bank guarantee with minimum validity of one year of the amount equivalent to the sum of initial consent fees (Air and Water) or Rs. 50,000/- (Rs. Fifty Thousand Only) whichever is more, within 30 days from the date of issuance of this certificate. In case of non-compliance of this direction, your consent shall be revoked by the Board.
11. The industry will have to obtain No objection certificate for abstraction of ground water. It will be the responsibility of the industry to comply with the various conditions of the NOC obtained from the competent authority and submit to the Board, within 3 months time failing which CTO shall be revoked.

REGIONAL OFFICER

Copy to:

TRILOKI
NATH SINGH

Digitally signed by
TRILOKI NATH SINGH
Date: 2022.06.22
19:58:31 +05'30'

CEO-02, U.P. POLLUTION CONTROL BOARD, TC-12V, VIBHUTI KHAND GOMATI NAGAR,
LUCKNOW

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REGIONAL OFFICER

Annexure

Specific Conditions

1. This Consent To Operate is granted to M/s SHIV SHAKTI ENTERPRISES FORMERLY NAME JAY MAA DURGA MIXTURE PLANT for production of Stone Grits of different sizes @ 160 TPH using stone boulder as raw material ARAZI NO. 58/2/2 AND 58/2, VILLAGE- RAMPUR, DHABAHI, TEHSIL-CHUNAR, DISTRICT-MIRZAPUR,U.P., 231305.
2. The Geo-Coordinate of the crusher unit is 25.042910 N, 82.982171 E.
3. Industry shall obtain prior approval before making any modification in product/process/fuel/plant & machinery, failing which consent shall be deemed void.
4. The industry shall comply with any other conditions laid down or directions issued in due course by the Board under the provisions of the Air & Water Act.
5. The industry shall submit Audited Balance Sheet to this office for verification of consent fee in every year and accordingly balance fee shall be paid if any.
6. The industry shall regularly operate water sprinkling system to control process emission and dust suppression in scientific manner to maintain Ambient Air Quality as per CPCB norms.
7. The industry shall ensure to discharge the effluent generated from domestic sources through septic tank

and soak pit.

8. The unit must comply the directions/Guidelines issued from time to time of Central Pollution Control Board, U.P. Pollution Control Board, Hon'ble Oversight Committee, Hon'ble High Court, Hon'ble National Green Tribunal and Hon'ble Supreme Court of India.

9. The industry shall install separate energy meter at bore well for measuring electric consumption in bore well.

10. This Consent of the industry is automatically considered abrogated after receiving public grievances against the industry and the confirmation of the complaint.

11. Industry shall install 04 Nos. stationary Anti Smog Guns at each corner of crusher area and 01 Nos. mobile Anti Smog Gun for dust suppression in the premises as well as on approach road to suppress the dust generated from crushing, loading/unloading of product and movements of the vehicles as an extra auxiliary arrangement.

12. The industry shall install air pollution control measures as mentioned below:-

i. Closed metal sheet enclosures at dust emitting point's i.e. the crushers including their discharge points, screens, and the transfer points of belt conveyors, with arrangements of a door with opening and closing facility for cleaning and maintenance and flexible covers at entrance and exit of the belt conveyors.

ii. All openings provided for ventilation in the enclosures shall be covered by canvas bag filter to arrest the escaping dust.

iii. All belt conveyors shall be covered by the industry.

iv. Dust conveyer shall be equipped with telescopic discharge chute for collecting, storing and delivering/truck-loading of the product, Stone dust and any other fine dust.

v. A minimum 15 feet high metal sheet barricading/boundary wall as wind braking wall shall be provided by the stone crusher.

vi. Dust suppression by scientifically designed water sprinkling system on raw material/ products and transfer points shall be adopted as an auxiliary air pollution control measure.

vii. Green belt along the boundary wall shall be developed by stone crusher in at least three layers.

viii. Metallic road shall be installed inside the premises with Regular wetting of the ground within the factory premises.

ix. Industry shall provide sufficient no. of Helmets, Gumboots, Goggles, and Masks etc. to the workers for their safety.

13. The suspended particulate matter (SPM) between 3 to 10 meters from any process equipment of Stone Crusher unit shall not exceed 480 g/Nm³.

14. Industry shall install closed bag/cloth enclosures at both crushers including their discharge points and the transfer points of belt conveyors with arrangements of a door with opening and closing facility for cleaning and maintenance within 15 days.

15. For green belt at least 8 feet height plants should be planted which shall be properly protected as proper irrigation and manuring arrangements shall be made. For the development of the green belt the guidelines issued vide Board office order no. H 10405/220/2018/02 Dt. 16-02-2018 shall be complied. Green belt along the boundary wall shall be developed by stone crusher.

16. Industry shall comply the all conditions mentioned in previous CTE/CTO's issued by the Board.

17. Industry shall abstract ground water with the valid permission (NOC) of the competent Authority.

18. The industry shall strictly comply the directions/guidelines/Environmental norms as prescribed by State Board for CPAs and SPAs vide office memorandum no. H 48273/C1/NGT83/2020, Dated 27.02.2020.

19. This consent is valid for discharge of domestic effluent only.

20. That, if It is found that the industry is not complying with stipulated conditions or any further direction/instruction issued by the Board, legal action shall be initiated against the applicant.

21. That, the Board reserves the right to revoke/add/modify any stipulated condition issued along with CCA.
22. That, the Industry shall maintain D.G. Set Stack height as per Board Norms & and in Enclosure.
23. That, the person authorized shall not rent, lend, sell, transfer or otherwise transport the hazardous waste without obtaining prior permission of the Board.

General Conditions:-

The applicant shall get analyse the samples of effluent/emission/hazardous wastes at least once in a three month from the laboratory recognized by the MoEF and shall report to the UEPPCB.

1. The applicant shall however, not without the prior consent of the Board bring into use any new or altered outlet for the discharge of effluent or gases emission or sewage waste from the unit.
2. Treated waste water and domestic waste water shall be disposed jointly at one disposal point. The applicant shall provide discharge measurement equipment at final disposal point.
3. The applicant shall strictly comply with conditions of this CCA and submit compliance report of stipulated conditions within 30 days of receipt of this CCA. If, at any point of time, it is found that the industry is not complying with stipulated conditions or any further direction/instruction issued by the Board, legal action shall be initiated against the applicant.
4. The applicant shall maintain good house keeping. All valves/pipes/sewer/drains etc. must be leak-proof
5. The industry shall provide uninterrupted entry to the STPs/ETPs inlet and outlet points, Air Pollution Control equipment and stack for smooth sampling/monitoring of efficiency of pollution control measures.
6. The industry shall provide Inspection Book at the time of inspection to the Board's officials.
7. Whenever due to any accident or other unforeseen act or event, such emission occurs or is apprehended to occur in excess of standards laid down, such information shall be reported to the Board's offices and all other concerned offices. In case of failure of pollution control equipment, the production process connected to it shall be stopped with immediate effect.
8. The industry shall operate in a manner so that all emissions be emitted through designated chimney/stack only.
9. In case of any damage to the agriculture productivity, human habitation etc. by the operation of industry, it shall be imperative to stop production in the industry with immediate effect and such information shall be reported to Board's offices. The industry shall be liable to pay compensation also in such cases as decided by the Competent Authority.
10. The applicant shall apply before the 60 days of expiry of CCA or any change in production types/production capacity/manufacturing process/capacity enhancement etc. or any change in effluent discharge point or emission point
11. The Board reserves the right to revoke/add/modify any stipulated condition issued along with CCA, as may be necessary.
12. The person authorized shall not rent, lend, sell, transfer or otherwise transport the hazardous waste without obtaining prior permission of the Board.
13. Any unauthorized change in personnel, equipment as working condition as mentioned in the application by the person authorized shall constitute a breach of his authorization.
14. It is the duty of the authorized person to take prior permission of the Board to close down the facility.
15. The authorization is valid for temporary storage of Hazardous Waste within premises only.
16. The authorized agency shall ensure that on-line data with regard to quantity and nature of hazardous chemicals being used in the plant as well as air emission and waste generated within premises is displayed on Display Board of size 6x4 feet outside the main factory gate within premises
17. It is duty of the authorized person to take prior permission of this Board to close and cleanup the facility for treatment, storage and disposal of hazardous waste.
18. The applicant shall maintain record of hazardous waste in Form-3 and shall submit annual return in Form-4 on or before the 30th day of June following to the financial year to which that return relates.

19. In no case any hazardous waste shall be disposed off on land, in any drain, or into any water stream. All spillage must also be safely collected and stored.
20. Before the hazardous waste is stored or dumped in the facility, applicant must conduct a detailed physical and chemical analysis of hazardous waste sample and report to the Board.
21. Dried hazardous sludge from the process in the plant shall be stored in double lined HDPE pit constructed with R.C.C. or such material which does not react with the waste contained in it.
22. The storage area should be fenced properly and Sign/Notice Board indicating 'Danger' and 'Hazardous' shall be displayed at appropriate position both in Hindi and English.
23. The industry shall store non-ferrous metal waste, used oil/spent oil waste in sealed drums placed on impervious floor under covered shed. Hazardous waste if required shall be sold only to Registered Recyclers/Re-processors.
24. In case of any transportation of hazardous waste, the details in Form-10 of the Hazardous and Other Wastes Rules, 2016 shall be submitted to the Board.

TRILOKI
NATH SINGH

Digitally signed by
TRILOKI NATH SINGH
Date: 2022.06.22
19:59:09 +05'30'

REGIONAL OFFICER



Government of India
Form GST REG-06
[See Rule 10(1)]

Registration Certificate

Registration Number : 09ADOPY7506Q3Z9

1.	Legal Name	SABHAJIT YADAV			
2.	Trade Name, if any	SHIV SHAKTI ENTERPRISES			
3.	Constitution of Business	Proprietorship			
4.	Address of Principal Place of Business	BUDHIPUR, DADHIBARI RAMPUR, RAMPUR, RAMPUR SAIDPUR, Ghazipur, Uttar Pradesh, 233223			
5.	Date of Liability				
6.	Period of Validity	From	16/02/2021	To	Not Applicable
7.	Type of Registration	Regular			
8.	Particulars of Approving Authority	Centre			
Signature					
Signature Not Verified Digitally signed by DS GOODS AND SERVICES TAX NETWORK(4) Date: 2021.02.16 02:00:04 IST					
Name		POONAM JAIN			
Designation		Superintendent			
Jurisdictional Office		Ghazipur Sector-3			
9. Date of issue of Certificate		16/02/2021			
Note: The registration certificate is required to be prominently displayed at all places of business in the State.					

This is a system generated digitally signed Registration Certificate issued based on the approval of application granted on 16/02/2021 by the jurisdictional authority.



सत्यमेव जयते

Annexure A

GSTIN	09ADOPY7506Q3Z9
Legal Name	SABHAJIT YADAV
Trade Name, if any	SHIV SHAKTI ENTERPRISES

Details of Additional Places of Business

Total Number of Additional Places of Business in the State	0
--	---



सत्यमेव जयते

GSTIN	09ADOPY7506Q3Z9
Legal Name	SABHAJIT YADAV
Trade Name, if any	SHIV SHAKTI ENTERPRISES

Details of Proprietor

1



Name	SABHAJIT YADAV
Designation/Status	PROP.
Resident of State	Uttar Pradesh

Shiv Shakti Enterprises

22

Form M
[See Rule 2-A(3) Section 4-B(3)]
(Uttar Pradesh Shops and Commercial Establishment Act, 1962)



Labour Department, Uttar Pradesh

Registration Certificate of Shop or Commercial Establishment

- | | |
|---|---|
| 1. Name of the Shop or Commercial Establishment | SHIV SHAKTI ENTERPRISES |
| 2. Full Postal Address And Location | BUDHIPUR DADHIBARI RAMPUR SAIDPUR GHAZIPUR
GHAZIPUR, 233223 Ghazipur |
| 3. Name of the Owner | SABHAJIT YADAV |
| 4. Owner Father/Husband Name | BHOLA YADAV |
| 5. Shop Category | Commercial Establishment |
| 6. Nature of Business | CONSTRUCTION WORK OFFICE |
| 7. Number of Employees | 10 |
| 8. Registration Number | UPSA66714758 |

Partner/Director's Details

Sr. No.	Name	Father Name	Address	Mobile Number

It is hereby certified that the shop/commercial establishment, the particulars of which have been given above, has been registered under the U.P. Dookan Aur Vanijya Adhishthan Adhuni am, 1962 on this day **25/08/2022**

Issued on the behalf of the Chief Inspector of Shops and Commercial Establishment,
Uttar Pradesh

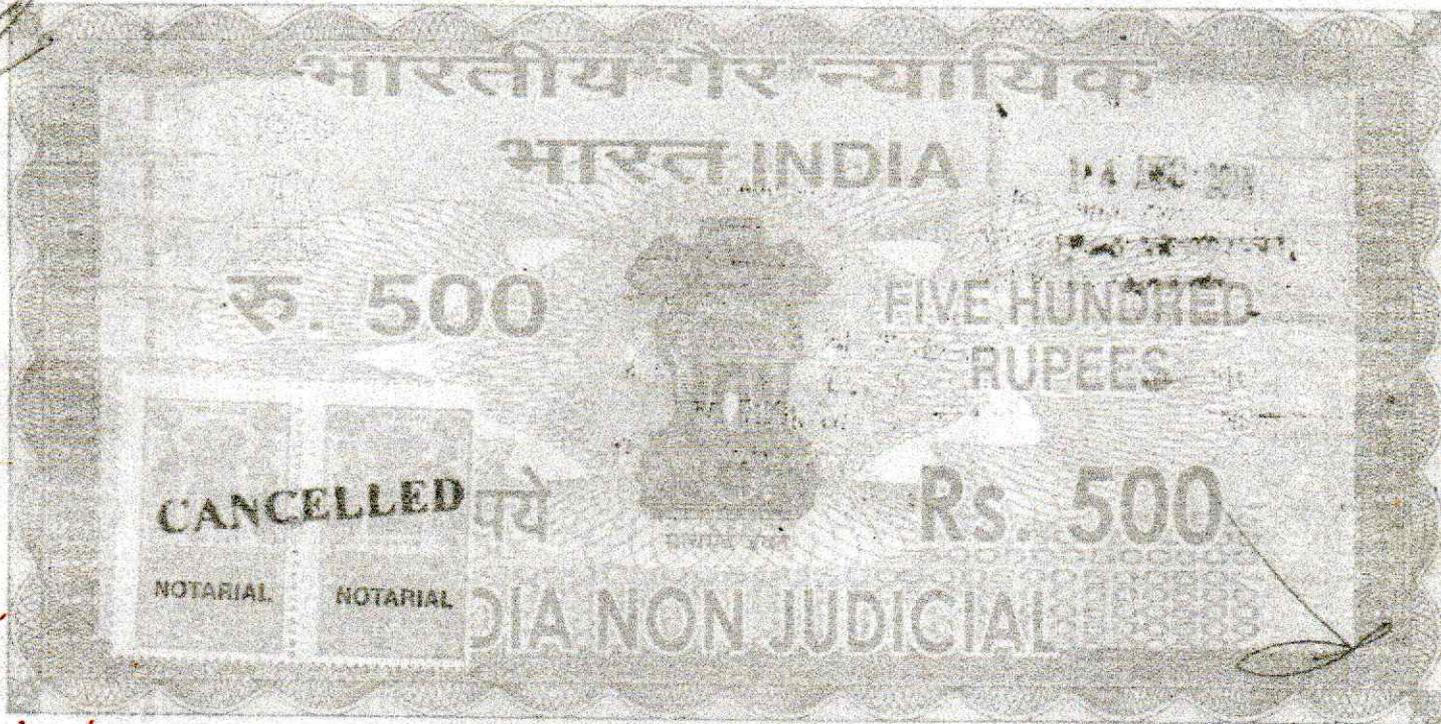
Date Of Commencement : 01/04/2022

The certificate is valid till the date the shop/ commercial establishment exists and no renewal is required further.

* This is a computer generated copy hence no signature required.

Disclaimer :

1. This certificate may be verified from the website of the Labour Department, Govt. of UP - www.uplabour.gov.in
2. This certificate is issued solely on the basis of the information submitted by the applicant. The Labour Department does not undertake responsibility for the correctness of the information contained herein.



उत्तर प्रदेश UTTAR PRADESH

AB 189857

PARTNERSHIP DEED

This DEED OF PARTNERSHIP is executed at Varanasi on this the 11th day of February, 2019 BY AND BETWEEN the following described persons :-

1. Smt. ANJALI : wife of Shri Kaushal Kumar Singh, aged about 31 years and resident of Magaraha, Chunar, Mirzapur, U.P. 231306 (First Party),

2. SHRI VIKAS KUMAR SINGH : Son of Shri Rajendra Prasad Singh, aged about 44 years and resident of Magaraha, Chunar, Mirzapur, U.P. 231306 (Second Party).

3. Smt. KUSUM SINGH: Wife of Shri Chandrashekhar Singh, aged about 36 years and resident of Sariya, Magaraha, Mirzapur, U.P. 231001 (Third Party)

hereinafter for the sake of brevity referred to as the Partners.

WHEREAS the parties hereto have mutually agreed to carry on the business of crushing, extraction, producing, acquiring, buying, selling, treating, processing, developing, storing, distributing, transporting and otherwise dealing in all kinds and classes of stones, in partnership in firm name and style of "M/s. K.K.K. Construction" with effect from the 11th day of February, 2019 at Gram- Rampur Dhabahi, Post - Akali, Thana- Ahraura Tehsil- Chunar, Dist. Mirzapur Uttar Pradesh.

AND WHEREAS the parties hereto have deemed it expedient to reduce to writing the terms and conditions governing their relations *inter se*.

NOW, THEREFORE, THIS DEED WITNESSES AND RECORDS AS FOLLOWS :-

1. **FIRM NAME**

That the partnership business shall be carried on in the firm name and style of "M/s. K.K.K. Construction" and/or in such other name or names as the parties hereto may from time to time mutually agree upon.

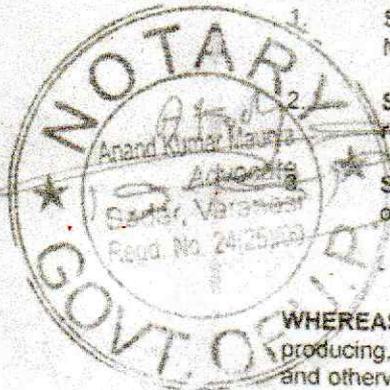
2. **PARTNERSHIP BUSINESS**

That the partnership business shall be the business of crushing, extraction, producing, acquiring, buying, selling, treating, processing, developing, storing, distributing, transporting and otherwise dealing in all kinds and classes of stones, and/or such other business or businesses as the parties hereto may from time to time mutually agree upon.

Anjali

Singh

Singh





उत्तर प्रदेश UTTAR PRADESH

EN 244839



3. PLACE OF BUSINESS

3.1 That the principal place of the partnership firm shall be at Gram- Rampur Dhabahi, Post - Akali, Thana- Ahraura Tehsil- Chunar, Dist. Mirzapur Uttar Pradesh. and the same may be shifted to such other place as the parties hereto may agree upon time to time.

3.2 That the branch(es) of the partnership business further office / offices of the firm may be opened and maintained at such other place(s) and the same may be shifted to such other place(s) and / or closed down as the parties may agree upon from time to time.

4. COMMENCEMENT

That the partnership as reconstituted and evidenced by this Deed of Partnership shall be deemed to have commenced business with effect from 11th day of february, 2019.

5. DURATION

That the partnership as evidenced by this Deed shall be "AT WILL".

6. PARTNERS' CAPITAL

That the partners shall contribute such capital from time to time as they shall deem fit looking to the needs of the partnership business.

7. INTEREST ON PARTNERS' CAPITAL

That Simple Interest at the rate of 12% per annum or such lower / higher as may be prescribed under section 40(b)(iv) of the Income Tax Act, 1961 or any other applicable provision as may be in force from time to time for the income Tax assessment of a partnership firm shall be payable by the partnership firm on the amount standing to the credit of the Capital, Current and / or Loan Account(s) of the partners. If there is any debit balance in the account of any partner, interest at the above rate shall be payable by him. However, interest so paid on partners' capital shall not exceed profits of the firm.

8. REMUNERATION TO PARTNERS

8.1 That for the purpose of this Clause, the "INCOME" shall be calculated on the basis of book profits as shown by the books of account and computed in the manner laid down in Chapter IV-D of the Income Tax Act, 1961 without deducting any Remuneration paid or payable to the partners for the relevant accounting year.

Signature

Signature

Signature



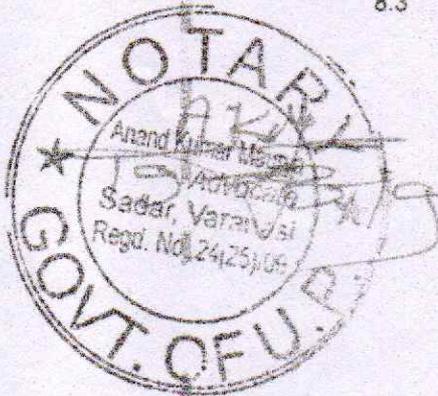
उत्तर प्रदेश UTTAR PRADESH

EN 244840

- 8.2 That all the partners shall be working partners and shall be paid remuneration for devoting their time and attention to the business of the partnership which shall not exceed the maximum permissible deduction u/s. 40(b) of the Income Tax Act, 1961.
- 8.3 That the Remuneration payable to the partners for an accounting year shall be calculated as a percentage of income for each accounting year in the following manner :

Sl. No.	Name of Partner	In respect of first Rs. 3,00,000 of Income	In respect of Balance Income
1.	Smt. Anjali	1/3	1/3
2.	Shri Vikas Kumar Singh	1/3	1/3
3.	Smt. Kusum Singh	1/3	1/3
Total :		90%	60%

- 8.4 That the partners shall not be entitled to draw any remuneration in the accounting year in which the partnership firm has suffered loss on the basis of calculation referred to in Clause 10.1 below. In case of insufficiency of profit, the partners shall be entitled to draw minimum remuneration of Rs. 1,50,000 in each accounting year provided that such minimum remuneration shall not exceed income as calculated in Clause 10.1 below for that accounting year.
- 8.5 That the Remuneration payable to the partners shall be credited to their respective Capital / Current / Loan Accounts at the close of the accounting year when the final accounts of the partnership are made up and the amount of remuneration due to them is determined.
- 8.6 That the partners shall be entitled to withdraw any amount during the year from the partnership towards their remuneration and interest from time to time as may be decided by the partners by mutual consent.



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BS 902779

9. **MODIFICATION OF REMUNERATION / INTEREST TO PARTNERS**

That the partners shall be entitled to modify the above terms relating to remuneration, interest etc. payable to the partners and/or any other term and condition by executing a Supplementary Deed and any such deed when executed shall have effect, unless otherwise provided, from the first day of the accounting year in which such Supplementary Deed is executed and the same shall form part of Original Deed of Partnership.

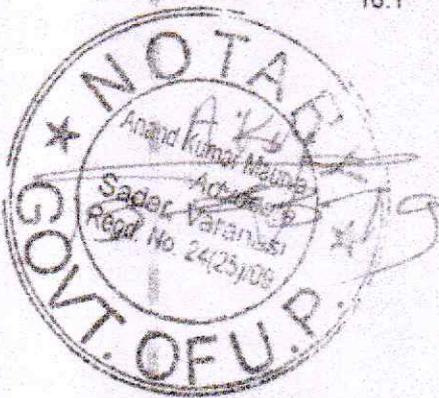
10. **SHARING OF PROFITS AND LOSSES**

10.1 The Net Profit of partnership firm after provision for taxation shall be ascertained as per accounts maintained by the firm after deduction of all expenses relating to the activities of the partnership including salaries and other establishment expenses as well as Interest and Remuneration payable to the partners in accordance with this Deed of Partnership or any Supplementary Deed as may be executed by the partners.

Such Net Profit shall be divided and distributed amongst the partners in the following proportion :

Sl. No.	Name of Partner	Profit Sharing Ratio
i)	Smt. Anjali	1/3
ii)	Shri Vikas Kumar Singh	1/3
iii)	Smt. Kusum Singh	1/3
Total :		100%

10.2 The loss, if any, including loss of capital, suffered in any year shall also be apportioned in the above proportion.



Anjali

Singh

Singh

11. **ACCOUNTING YEAR**
That the first annual accounts of the partnership firm after execution of this Deed of Partnership shall be prepared on the 31st day of March, 2019 and thereafter on the 31st day of March of every year during the continuance of the partnership.
12. **BOOKS OF ACCOUNT**
That the usual books of account shall be kept properly posted and shall not be removed from the place of business without consent of all the partners. Each partner shall have free access to them at all reasonable times and shall be at liberty to make such extracts therefrom as he / she shall think fit by himself / herself or through his / her agent.
13. **FINAL ACCOUNT**
That a general account shall be taken of all the assets and liabilities of the partnership firm after the end of each accounting year. A Balance Sheet and Profit & Loss Account, making due allowance for depreciation and for recouping any lost capital, shall be drawn up and the profits or losses of the partnership shall be ascertained and the respective shares of the partners in the net profits and losses of the partnership firm shall be adjusted to their respective capital accounts.
14. **BANK ACCOUNT**
That the bank account(s) in the name of the partnership firm shall be opened, maintained and closed with such bank or banks as the parties hereto may, from time to time, decide. Such bank account or accounts shall be operated by the partners singly or jointly or otherwise as the partners may, from time to time, decide.
15. **ADMISSION OF PARTNER**
That the partnership shall be deemed to be continuing on the admission of a new partner or partners provided the admission is on the terms laid down and unanimously approved by all the partners.
16. **RETIREMENT OF PARTNER**
That any partner may retire at any time by giving a notice for not less than 2 (two) months of his intention to retire from the firm and after the expiry of the said notice period of 2 (two) months, he shall not be entitled to and liable for profits and losses of the firm.
17. **DISSOLUTION**
That the partnership may be dissolved at any time in future by mutual consent of all the partners.
18. **EFFECT OF DEATH**
That death (God forbid), insolvency or retirement of any of the partner(s) shall not dissolve the firm but it shall continue with or without the successor or successors of the deceased or outgoing partner as the remaining partners may decide.
19. **ARBITRATION**
That if at any time either during the continuance of the partnership or after the retirement of any partner, any dispute or difference shall arise between the partners or their respective heirs or any one claiming through or under them, the same shall be referred to arbitration.
20. **SAVING**
That save as otherwise expressly provided in these presents, the partnership shall be governed by the Indian Partnership Act, 1932 and the Rules made there under for the time being in force.



Anand Kumar Tripathi

Singh

Singh

21. GOODWILL

That the goodwill of the firm is the property of the firm and shall belong to the firm only.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

SIGNATURE OF WITNESSES

1. *Anoop Kumar Vishwakarma*
ANOOP KUMAR VISHWAKARMA
S/o Krishna Lal
Sheekh Nagar Colony Varanasi
2. *Pranav Gupta*
Pranav Gupta
Mr. Bachhe Lal Gupta
Visheshganga Varanasi

SIGNATURE OF PARTNER

Anjali

ANJALI
PARTNER

Vikas Kumar Singh

VIKAS KUMAR SINGH
PARTNER

Kusum Singh
KUSUM SINGH
PARTNER

Drafted By: Advocate Anoop Kumar Vishwakarma



Solemnly affirm before me today a deponent identified by Sri. *Anoop Kumar Vishwakarma*
The contents of the affidavit were read over of deponent who verified matter to be true.

Anand Kumar Mishra
NOTARY Sadar Varanasi



सत्यमेव जयते

Government of India
Form GST REG-06
[See Rule 10(1)]

Registration Certificate

Registration Number : 09AAUFG5888NIZZ

1.	Legal Name	K.K.K. Construction			
2.	Trade Name, if any	K.K.K. Construction			
3.	Constitution of Business	Partnership			
4.	Address of Principal Place of Business	Rampur Dabahi, Akali, Ahraura, Chunar, Mirzapur, Uttar Pradesh, 231306			
5.	Date of Liability				
6.	Period of Validity	From	11/04/2019	To	NA
7.	Type of Registration	Regular			
8.	Particulars of Approving Authority	Uttar Pradesh			
Signature					
<p>Signature Not Verified Digitally signed by DS GOODS AND SERVICES TAX NETWORK(2) Date: 2019.04.11 18:15:40 IST</p>					
9.	Name	SADHANA SINGH			
10.	Designation	Assistant Commissioner			
11.	Jurisdictional Office	Mirzapur Sector-2			
12.	Date of issue of Certificate	11/04/2019			
Note: The registration certificate is required to be prominently displayed at all places of business in the State.					



Annexure B

GSTIN 09AAUFG5888N1ZZ
 Legal Name K.K.K. Construction
 Trade Name, if any K.K.K. Construction

Details of Managing / Authorized Partners

1		Name	Kusum Singh
		Designation/Status	Partner
		Resident of State	Uttar Pradesh
2		Name	Anjali
		Designation/Status	Partner
		Resident of State	Uttar Pradesh
3		Name	Vikas Kumar Singh
		Designation/Status	Partner
		Resident of State	Uttar Pradesh

s. K.K.K.
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सत्यमेव जयते

Annexure A

GSTIN	09AAUFG5888N1ZZ
Legal Name	K.K.K. Construction
Trade Name, if any	K.K.K. Construction

Details of Additional Places of Business

Total Number of Additional Places of Business in the State	0
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34

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Li
(H&N)

DEPARTMENT OF RADIOTHERAPY & RADIATION MEDICINE

विकिरण चिकित्सा विभाग

INSTITUTE OF MEDICAL SCIENCES

BHU, Varanasi-221 005

काशी हिन्दू विश्वविद्यालय, वाराणसी - 221 005

FOLLOW-UP CARD

नाम Vikas Singh SOM क्रमांक 18/23

रोग का नाम Ca ~~BT~~ Lt upper alveolar
(Plg)

डाक्टर का नाम डा. दिलीप सिंह

दिखाने का दिन 12/27/23

Pathological Diagnosis.....

External Radiotherapy :

Brachytherapy :

Chemotherapy :

उपचार समाप्त होने की तिथि.....

Item No.5

(Court No. 2)

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

(Through Physical Hearing with Hybrid VC Option)

Original Application No.521/2022
(I.A. No. 656/2023, I.A. No. 673/2023 & I.A. No. 679/2023)

Sampurna Nand

...Applicant

Versus

State of U.P. & Ors.

...Respondents

Date of hearing: 17.10.2023

**CORAM: HON'BLE MR. JUSTICE ARUN KUMAR TYAGI, JUDICIAL MEMBER.
HON'BLE DR. AFROZ AHMAD, EXPERT MEMBER.**

Applicant: Applicant in Person (Through VC)

Respondent: Mr. Gi. Gi. C George Advocate for respondent no. 1-
State of U.P. (through VC).
Mr. Mukesh Verma Advocate for respondent no. 2-
Mining Dept. (through VC).
Mr. Pradeep Misra Advocate for respondent no. 3-
UPPCB (through VC).
Mr. I.K. Kapila, Advocate for respondents no. 32, 39,
54 and 62.
Mr. Utkarsh Sharma and Mr. Sharad Chauhan,
Advocates for respondents no. 34, 35 and 44.
Mr. Sujeet Kumar and Mr. Prakash Gautam, Advocates
for Respondents No. 5, 6, 8, 11, 14, 18, 19, 21, 22, 23,
25, 26, 30, 31, 33, 37, 42, 43.
Mr. Naveen Kumar, Advocate for respondents no. 40
and 52.
Mr. Deeksha Kakar, Advocate for respondents no.46,
49, 50, 52, 54, 56, 61, 64, 65, 66, 67, 68 and 69.

Application is registered based on a Letter Petition received by Post.

ORDER

1. The grievances in the application are regarding illegal mining/mining in violation of environmental norms in the area of villages Bhagoti Dei,

Sonpur, Biahur and Chakjata, Pargana Bhagwat, Police Station Ahraura, Tehsil Chunar, District Mirzapur, Uttar Pradesh.

2. This Tribunal constituted a Joint Committee which submitted report vide email dated 03.02.2023. In view of the observations made in the report of the Joint Committee, all the 40 mining lease holders were impleaded as respondents no. 4 to 43 and notices were ordered to be served on them. The mining lease holders were directed to cease and desist from committing or causing any violation of the Water (Prevention & Control of Pollution) Act, 1974 and the Air (Prevention and Control of Pollution) Act, 1981. It was also ordered that no further mining shall be carried on in the mining leases in question till further orders to the contrary by this Tribunal.

3. Vide order dated 27.04.2023 the Joint Committee was directed to submit report regarding 26 stone crushers and in view of the interim order dated 27.04.2023 prohibiting mining in the mining leases in question, precautionary principle and to prevent illegal mining in the area, this Tribunal order dated 03.07.2023 directed that all the stone crushers operating in the above said villages on the basis of the mining in said mining lease sites shall also remain closed till further orders to the contrary. Report of the Joint Committee was filed vide email dated 14.07.2023 and in view of the observations therein, this Tribunal vide order dated 26.09.2023 impleaded the Stone Crushers as respondents no. 44 to 69 and notices were ordered to be issued to them.

4. Vide order dated 26.09.2023 (i) respondent no. 40- M/s R.K. Construction Company and respondent no. 3-UPPCB were directed to submit copies of the relevant documents regarding compliance with EC/consent conditions/recommendations of the Joint Committee/CSR and Environment Management Programmes, (ii) compliance affidavits were

10. The mining lease holders are directed to file their response regarding compliance with EC/consent conditions including CSR/CER activities and recommendations made by the Joint Committee. The proprietors of stone crushers are also directed to file their response regarding obtaining of consent from UPPCB and compliance with consent conditions including CSR/CER activities and recommendations made by the Joint Committee before this Tribunal with copy to Member Secretary, UPPCB and District Magistrate, Mirzapur by e-mail on or before 30.11.2023 at judicial-ngt@gov.in preferably in the form of searchable PDF/OCR Supported PDF.

11. The UPPCB and District Magistrate, Mirzapur are directed to file report verifying such compliance by the mining lease holders and stone crushers on or before 31.12.2023 by e-mail at judicial-ngt@gov.in preferably in the form of searchable PDF/OCR Supported PDF and not in the form of Image PDF.

12. No response has been filed by the Director, Directorate of Geology and Mining, Uttar Pradesh regarding compliance with the recommendations made by the Joint Committee in its reports. The Director, Directorate of Geology and Mining, Uttar Pradesh is directed to file response regarding compliance with the recommendations made by the Joint Committee in its reports on or before 31.12.2023 by e-mail at judicial-ngt@gov.in preferably in the form of searchable PDF/OCR Supported PDF and not in the form of Image PDF.

13. List for further consideration on 08.01.2024.

14. In view of the fact that all the mining lease holders have obtained CTO from UPPCB, the mining lease holders are allowed to resume and continue with mining activities. However, further orders in this regard will also be passed by this Tribunal on filing of compliance responses by the mining

lease holders and verification report by UPPCB and District Magistrate, Mirzapur. The stone crushers, who are the appellants in the civil appeals filed before the Hon'ble Supreme Court of India, are entitled to operate as the direction issued by this Tribunal in paragraph 13 of order dated 03.07.2023 shall remain stayed as ordered by Hon'ble Supreme Court of India. Other stone crushers who are having valid CTO from UPPCB are also allowed to operate. Further orders regarding the stone crushers will be passed on receipt of orders from Hon'ble Supreme Court of India.

15. In view of the facts and circumstance of the case, we also consider personal appearance of the Member Secretary, UPPCB and Director, Directorate of Geology through VC on the next date of hearing to be essential for producing the relevant record and assisting this Tribunal in just and proper adjudication of the questions involved in the case. Accordingly they are directed to remain present before this Tribunal on that date with the relevant record.

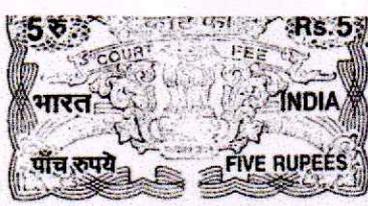
16. A copy of this order be forwarded to Director, Directorate of Geology and Mining, Uttar Pradesh, Member Secretary, UPPCB and District Magistrate, Mirzapur by email for compliance.

Arun Kumar Tyagi, JM

Dr. Afroz Ahmad, EM

October 17th, 2023

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IN THE HON'BLE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH
ORIGINAL APPLICATION NO. 388/2023

IN THE MATTER OF

Hemlata Devi

...Petitioner

VERSUS

State of U.P. and Ors.

...Respondents

VAKALATNAMA

KNOW ALL to whom these present shall come that I, Sabhajit yadav, Proprietor of Firm M/s Shiv Shakti Enterprises Respondent No. 2, do hereby appoint (hereinafter called the advocate/s) VIJAY KUMAR SRIVASTAVA, Advocate, Chamber: Chamber No.121-A, New building, High Court, Allahabad (M) 9044959164

E.No. UP 16916/2010

Email: hevijav79@gmail.com

to be my/our Advocates and any other advocates in the above noted case authorized him :-

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 in the appellate Court including High Court subject to payment of fees separately for each Court by me/ us.

To sign, file verify 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 to admit and/or deny the documents of opposite party.

To withdraw or compromise the said case or submit to arbitration any differences or disputes that may 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 I/We the undersigned do hereby agree to ratify and confirm all acts done by the Advocate or his substitute in the matter as my/our own acts, as if done by me/us to all intents and purposes.

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

And I /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 I /we the undersigned do hereby agree that in the event of the whole or part of the fee agreed by me/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. I/We hereby agree that once the fee is paid, I /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 to an additional fee equivalent to half of the agreed fee for every addition three years or part thereof.

IN WITNESS WHEREOF I/We do hereunto set my /our hand to these presents the contents of which have been understood by me/us on this 08 day of December 2023.

Accepted subject to the terms of fees.

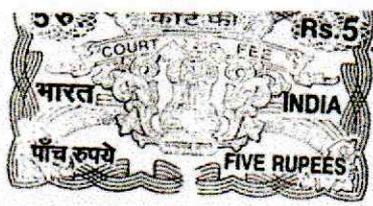
Vijay K. Srivastava
Vijay kumar srivastava

Advocate

सभाजित यादव
Sabhajit yadav

Respondent

(Sign & Stamp)



**IN THE HON'BLE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH
ORIGINAL APPLICATION NO. 388/2023**

IN THE MATTER OF

Hemlata Devi

....Petitioner

VERSUS

State of U.P. and Ors.

...Respondents

VAKALATNAMA

KNOW ALL to whom these present shall come that I, vikash singh, Partner of Firm M/s K.K.K. Construction Maruti Nandan Stone Crusher, Respondent No. 3, do hereby appoint (hereinafter called the advocate/s) VIJAY KUMAR SRIVASTAVA, Advocate, Chamber: Chamber No.121-A, New building, High Court, Allahabad (M) 9044959164

E.No. UP 16916/2010

Email: hcviijav79@gmail.com

to be my/our Advocates and any other advocates in the above noted case authorized him :-

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 in the appellate Court including High Court subject to payment of fees separately for each Court by me/ us.

To sign, file verify 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 to admit and/or deny the documents of opposite party.

To withdraw or compromise the said case or submit to arbitration any differences or disputes that may 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 Practioner, 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 I/We the undersigned do hereby agree to ratify and confirm all acts done by the Advocate or his substitute in the matter as my/our own acts, as if done by me/us to all intents and purposes.

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

And I /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 I /we the undersigned do hereby agree that in the event of the whole or part of the fee agreed by me/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. I/We hereby agree that once the fee is paid. I /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 to an additional fee equivalent to half of the agreed fee for every addition three years or part thereof.

IN WITNESS WHEREOF I/We do hereunto set my /our hand to these presents the contents of which have been understood by me/us on this 28 day of October 2023.

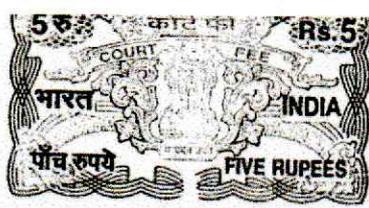
Accepted subject to the terms of fees.

Vijay K. Srivastava
Vijay kumar srivastava

Advocate

Vikash Singh
vikash singh

Respondent



IN THE HON'BLE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH
ORIGINAL APPLICATION NO. 388/2023

IN THE MATTER OF

Hemlata Devi

....Petitioner

VERSUS

State of U.P. and Ors.

... Respondents

VAKALATNAMA

KNOW ALL to whom these present shall come that I, Mukesh kumar singh, and doing paravi of Firm M/s Maruti Nandan Stone Crusher, Respondent No. 4, do hereby appoint (hereinafter called the advocate/s) VIJAY KUMAR SRIVASTAVA, Advocate, Chamber: Chamber No.121-A, New building, High Court, Allahabad

(M) 9044959164

E.No. UP 16916/2010

Email: hcvijay79@gmail.cm

to be my/our Advocates and any other advocates in the above noted case authorized him :-

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 in the appellate Court including High Court subject to payment of fees separately for each Court by me/ us.

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To withdraw or compromise the said case or submit to arbitration any differences or disputes that may arise touching or in any manner relating to the said case.

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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.

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IN WITNESS WHEREOF I/We do hereunto set my /our hand to these presents the contents of which have been understood by me/us on this 08 day of December 2023.

Accepted subject to the terms of fees.

Vijay W Srivastava
Vijay kumar srivastava

Advocate

मुकेश कुं. सिंह
Mukesh kumar singh