

**BEFORE THE NATIONAL GREEN TRIBUNAL,  
WESTERN ZONE BENCH, PUNE**

**Original Application No. 09/2017 (WZ)**

**IN THE MATTER OF:**

SURESH BANARASILAL JAIPURIA

...APPLICANT

**VERSUS**

M/S SMS PARYAVARAN LTD & ORS.

...RESPONDENTS

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FILED THROUGH

NEW DELHI

DATED: 19/09/2023

  
**ARCHANA SURVE**  
Advocate  
16, School Lane, Babar Road,  
New Delhi-110001

  
MS. ARCHANA SURVE  
ADVOCATE FOR RESPONDENT  
The Lawracles,  
16, School Lane, Opp. The LaLit,  
Babar Road, New Delhi -110001  
Mob: 9921498000  
EMAIL: eg13archana@iimidr.ac.in

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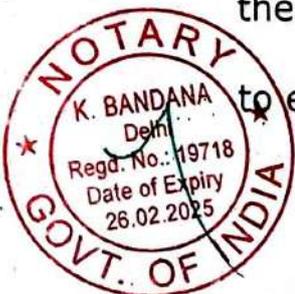
**VERSUS**

M/S. SMS PARYAVARAN LTD & ORS.

RESPONDENTS

**REPLY ON BEHALF OF RESPONDENT NO. 2-4**

1. That at the very outset the Petitioner wishes to state that the Answering Respondent which is a body of the government has since its inception has been tasked with the job of water supply and sewage for the state of Maharashtra. Till date it has developed and helped delivered numerous projects for the welfare and greater good of the State altogether. It has been lauded by the citizens for the work it has done and the benefit which it has provided them within their daily lives. With its offices spread all over the state the Answering Respondent has always endeavoured to ensure that all standards are met and every single



norm and procedure is complied with during the tasks it undertakes. Therefore the answering respondent has hand excellent track record in delivery of all its projects till date.

2. That according to Section 90 A Maharashtra M.C. Act 1965 (1) the council Shall establish and set aside a separate fund to be known as the consolidate water supply and Sewerage disposal project fund "for the purpose of carrying out the provisions of chapter XIII. Hence Municipal Council Shegaon is the Principal / sole owner of the project and that the answering respondent is only a Supervising party. Hence the contractor is operating 2 MLD, STP on behalf of M. C. Shegaon and the answering respondent is not liable for Environmental Compensation.

3. That it was submitted by Respondent No.5 that 65% population is covered under underground sewerage scheme for Shegaon city ( Phase -1 ) and 15% population is covered in Phase -2 . The remaining



20% population will be covered in the proposed Phase

- 3 Sewerage Scheme under Swacha Bharat Mission

2.0. Hence the bypass of untreated sewage was in existence. But the temporary corrective measures such as construction of collection chambers to collect the effluent from un-covered area and total effluent from that stretch was treated in STP. Installed pump was repaired and STP was brought functional in full capacity. The answering Respondent was in contact continuously with Respondent No.5 throughout the period.

4. That it is being stated that not taking consent to establish the plant had not caused any environmental damage. Rather establishing sewage treatment plant is an activity in favour of environmental protection which should instead of being criticized and penalised should be appreciated as it is a work for the greater good of the society and their benefit. Therefore the answering Respondent shall not be held liable for



damages on this account as no harm to the environment has been caused in this regard.

5. That the board has failed to provide proper calculations for assessment of Environmental Compensation and by far only a vague amount has been given by the board. Thus in light of no proper bifurcation or proper assessment being given to the answering Respondent fine is liable to levied. In light of such circumstances it would cause grave injustice to the answering respondent and imposition of certain additional amount is completely in contravention to the stay order from Hon'ble Supreme court vide order dated 18.01.2023 on Civil Appeal Diary No. 37387 of 2022

6. That in the present matter the Petitioner has knowingly not included certain necessary parties who are essential for proper adjudication of the factual matrix of the case and to pass a just and equitable decision. Even after the plea raised by answering



respondent and the other respondents no action has been taken in this regard till date. The Hon'ble Guardian Minister of that time has not been impleaded a party and it was only under his instructions as given under the Letter dated 21.08.2013 and has already been brought on record. That the drain was covered without its testing at the first stage itself. Subsequently, Fortress infrastructure Pvt Ltd. was the Company who was responsible for drawing out of the sewage pipeline plan has not been made a party to this Suit. The DPR prepared by the company was not according to the required norms and procedure as can be established from the enquiry report of the Superintendent Engineer. For proper adjudication of the facts is essential that the company be made party to the Suit as the present issue goes to the root of the matter.

7. That it is pertinent to mention before this Hon'ble Tribunal that the present litigation is a result of the Petitioner's personal vendetta and non-fulfilment of



his own ulterior motives. That the present Petitioner had also initiated a suit for recovery before the District Court whereby it had made the answering Respondent a Party.

8. That upon due appraisal of the Plaint submitted by the Petitioner herein before the Civil Judge Senior Division, Khamgaon in Spl. C.S No. 28 of 2014 it was brought forward by the Petitioner himself that he was sub contracted some part of the work by Lalit Construction which had initially entered into a sub contract with M/s SMS Prayavaran Ltd. which has been arrayed as Respondent in the present suit. The elements for judicious litigation which are clean mind, clean heart and clean objective seem to be missing from the present case and is more bent towards taking revenge and levelling out its own personal vendetta. A copy of Plaint before the Civil Judge Senior Division, Khamgaon in Spl. C.S No. 28

of 2014 is annexed herewith as **ANNEXURE R-1.**



9. That misrepresentation of such important facts while filing a suit is unknown to the Law and in all cases demands serious action which shall be taken up against the person who conceals such facts. The Petitioner in the garb of environment litigation intends to take revenge from the answering Respondent which is a result of the grudge he has held against the answering respondent since long.
10. That before approaching this Hon'ble Tribunal the Petitioner has approached various other forums to seek redressal. He had approached the Uplokayukta, Lokayukta, The Human Rights Commission and had also presented a Writ Petition before the Hon'ble High Court of Bombay, Nagpur Bench. In all of these the only motive of the Petitioner had been to take his revenge from the Respondent(s).
11. That this very act of the Petitioner that how every other person who is dissatisfied of the authorities for one reason would plunge to take judicial recourse to



cater to his own personal vendetta and create several hindrances and not letting the Authorities complete their work sets a bad example whereby anyone having his personal grudges and grievances would on purpose conceal facts necessary for proper adjudication but also not come clear as to what its role and involvement had been with respect to the project. Further the Apex Court in the case of **HDFC Bank Ltd. V. J.J Manan (2010) 1 SCC 679** held that *"a person shall not allowed to suffer the harassment or humiliation in order to satisfy grudge or personal vendetta of the complaint."*

12. That only a person acting in a bona fide manner shall have the locus standi to come and approach the Hon'ble tribunal in order to fight for the greater good and not a person for his private gain or oblique considerations.



13. That it is pertinent to mention here that Chief Secretary, Government of Maharashtra filed its

report before this Hon'ble Tribunal on 17.12.2019, directing Urban Development Department to appoint independent agency for third party audit within one month. After third party audit, the Answering Respondent shall hand over the scheme by carrying out all the performance tests and after necessary compliances to the Respondent. The relevant portion of which is annexed herein below for your ready reference:

"....c. The Urban Development Department is directed to appoint independent agency for third party audit within one month. After third party audit, the MJP shall hand over the scheme by carrying out all the performance tests and after necessary compliances to the Shegaon Municipal Council."

Hence, Answering Respondent has complied with all obligations and handed the project over to the Shegaon Municipal Council, whose responsibility it is solely to maintain the project. Additionally, the



Shegaon municipal council did not give sanitation and cleanliness standards in the city enough attention, which has brought up a new round of issues with the STP plant.

14. That if litigation is being pursued by a person such as the Petitioner who has been involved in such projects himself and upon his dissatisfaction brings up frivolous litigation would at best put the answering Respondent in a vicious cycle of litigation where more of its time and funds would be wasted in resolving disputes than working for the welfare of the people.
15. In the case of B. Singh (Dr.) v. Union of India, (2004) 3 SCC 363, the Apex Court has held as under:-

14. "Court has to strike a balance between two conflicting interests: (i) nobody should be allowed to indulge in wild and reckless allegations besmirching the character of others; and (ii) avoidance of public mischief



and to avoid mischievous petitions seeking to assail, for oblique motives, justifiable executive actions. In such case, however, the court cannot afford to be liberal. It has to be extremely careful to see that under the guise of redressing a public grievance, it does not encroach upon the sphere reserved by the Constitution to the executive and the legislature. The court has to act ruthlessly while dealing with imposters and busybodies or meddling interlopers impersonating as public-spirited holy men. They masquerade as crusaders of justice. They pretend to act in the name of pro bono publico, though they have no interest of the public or even of their own to protect.

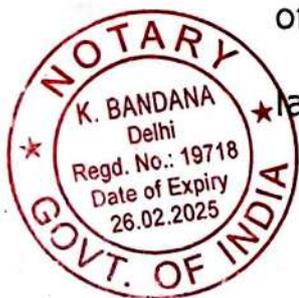
15. Courts must do justice by promotion of good faith, and prevent law from crafty invasions. Courts must maintain the social balance by interfering where necessary for the sake of justice and refuse to interfere



where it is against the social interest and public good.

No litigant has a right to unlimited draught on the court time and public money in order to get his affairs settled in the manner as he wishes. Easy access to justice should not be misused as a licence to file misconceived and frivolous petitions. [See *Buddhi Kota Subbarao (Dr) v. K. Parasaran* [(1996) 5 SCC 530 : 1996 SCC (Cri) 1038 : JT (1996) 7 SC 265] .]

16. That the Answering Respondents at no time during the execution of the plan has shied away from his responsibilities. Instead it has in a very diligent and proper manner ensured the proper carrying out of work. It had also employed its engineer who was given the task of supervising the work and ensuring the work is as per standard norms and procedures. All due care was taken by the answering Respondents to provide sewage facility to the city of Shegaon which was devoid of such facility for the last 45 years and had been using open drains.



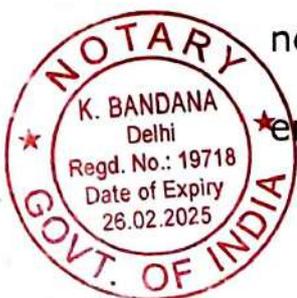
17. That MPCB while giving all of its findings had made all of its correspondences with Municipal Council Shegaon and everything has been marked to them. While all the relevant and necessary action to be taken was being conveyed to the Municipal Council Shegaon for any lack of work but when it was the time for imposition of fine, MPCB imposed a hefty amount of money as fine due to be realised solely from the answering Respondent.

18. That another point for consideration is that while the fine was being imposed it was also asked from the answering respondent to provide all necessary repairs and amends which were required qua the STP plant. The Answering Respondent in adherence of the said order and instructions passed had duly executed the job. But, the same was of no avail as even after that the municipal Council Shegaon did not pay adequate amount of attention in ensuring



sanitation and cleanliness standards in the city which has again led to the problems which were being faced earlier with respect to the STP plant. Thus it is the case of the answering respondent that once the fine was imposed and the necessary repairs were made and the project was handed over to Municipal council Shegaon on 17<sup>th</sup> January 2022, there stood no locus to impose an additional fine on the answering respondent after a date when the project was no longer in its control or supervision.

19. That while taking recourse to the *polluter pays principle* as is followed and observed in a catena of the Judgements before the Apex Court and various High Courts, it is well settled and established that whoever causes damage to the environment shall bear the cost of it and in the present case it is the Municipal Council Shegaon as it had acted in a negligent and lackadaisical manner in neither ensuring proper cleanliness and controlling garbage



and sewage disposal of the city nor taking strict and prompt action as and when required.

20. That the Petitioner has concealed various important facts from this Hon'ble Tribunal just so to support his case and not bring the exact facts which exist as of today. The root cause of the problem lies with non-cooperation and the situation of the sewage plan and facility which existed prior to the laying of sewage pipelines. That as of today the major portion of the work to be carried out by the Answering respondent stand complete but it is due to the lack of the Respondent no.5 that connection of home sewage pipelines to the main line stands incomplete. The Municipal Council of Shegaon has not been proactive in fulfilment of its duties and the People of the city even today are throwing away their waste in open drains because of which the problem with the drains is taking place. There is no reason as to why the answering respondent shall be put to fault for something which is beyond their



scope of work and jurisdiction. Had the Respondent No.5 ensured proper facilitation and awareness among the People the Sewage Pipeline would have brought a change for the better.

21. That several tests as required and necessary were conducted by various authorities and it was found that the construction and laying down of the Pipeline system was as per the plan and the Contract. Moreover as alleged by the Petitioner that low grade material was used in the laying of the Pipeline stand refuted in light of various tests conducted by agencies to determine the quality and strength of the material which have all approved the same.

22. That the Petitioner has concocted the facts of the case and as spun them in a way which suits his case and falsely implicates the answering respondent even in the case where they have rightly honoured their obligations.



23. That one important factor which was overlooked was vis a vis the state of affairs with respect to the Sewage disposal system of the past decades before the laying of underground sewage pipeline system. Back at the time people of Shegaon used to dispose of their wastes into open trenches, pits or drains. Moreover for many of the houses the provision of a septic tank was not even in place. This had ultimately led to the deterioration of the soil. The Unad Nalla whose condition is being talked about did not have a solid concrete base until sometime back. To add to this condition even as of today the Municipal Corporation Shegaon has not taken apt action in connecting the houses of the people to the main sewage pipes, not ensuring proper disposal into the sewage pipeline and proper cleanliness.



24. That the Sewage treatment cannot take place due to its full capacity as the drain gets choked up by

people trashing away mud, wood and other such particles which hinder the flow of the drain and ultimately leads to more particle accumulation. As a result of this the presence of hazardous chemicals in the drain goes beyond the desired levels. This is something which shall not be attributed to the answering Respondent as it is the duty of the Municipal Corporation to ensure cleanliness, proper disposal of waste and creating awareness amongst the citizens as to how this waste is to be dealt with.

25. That the answering respondent could not conduct prior tests of the drainage system as it was beyond its control. After the representation made by the people of Shegaon to the then Hon'ble Guardian minister to cover up the drain the same day the drain was covered without proper testing.



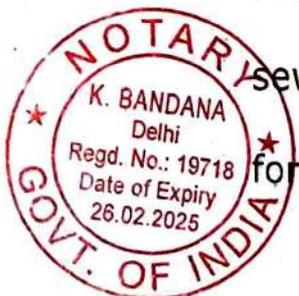
26. That after the work of the sewage pipes and the drainage system was being done, subsequent development works were undertaken by the PWD

and during that time damage was caused to several manholes which had also resulted into improper flow of the drain.

27. That even the Hon'ble High Court in its Order dated April 2016 in W.P no. 5856/2007 had held that it was due to the inability of the Municipal Council that toilet blocks could not be completed and connection to the main line could not be established.

**REPLY TO THE REPORT OF THE CENTRAL POLLUTION CONTROL BOARD:**

1. That during the tests conducted by the CPCB at different sites in the city of Shegaon it was discovered that the total sewage generation of the city is about 7.57 MLD. Of this around 4.2-4.5 is collected and treated by the 7 MLD STP which is from Phase 1 of the project. While considering the report of the State PCB it was concluded that near about 3.5 MLD of sewage is only being collected by this plant. As also for the 2 MLD the amount of sewage being collected



and treated is more than what was accounted in MPCB's report.

2. In the course of the Maharashtra Pollution Control Board (MPCB) visit conducted during the year 2017-18, a sewage flow measurement of approximately 4.5 million liters per day (MLD) was recorded. It is imperative to note that this finding was duly documented in MPCB's official report. However, it is crucial to underscore the verifiable fact that the Sewage Treatment Plant (STP) in question was meticulously designed with a clear foresight for the anticipated population growth projections, waste generation rate and demand over a period of 15 years, (based on changing lifestyle and economic status) as stipulated by the guidelines outlined in the Central Public Health and Environmental Engineering Manual (CPHEEO). Consequently, the STP was engineered to accommodate a sewage capacity of 7 million liters per day (MLD) after the completion of the designated 15-year period, as per the established



design specifications. A copy of Central Public Health and Environmental Engineering Manual (CPHEEO) Chapter 2 is annexed herewith as **ANNEXURE R-2.**

3. That as per the finding of MPCB about 50% of the sewage waste was directly let into the drain/nalla as untreated sewage waste but as per the finding of the CPCB it was only about 30% of the total waste which enters the drain/nalla untreated. The answering respondent would like to bring this to the notice of the Court that due to lack of maintenance of cleanliness in the city and blockage being cause by the people by dumping all sorts of waste into the drain it has become difficult for the STP to function at its full capacity.

4. That the answering respondent in a due and diligent manner carried out the supervision of the work of the contractor and all the material which was used in the making of the drain and the plant was approved by not one but various organisations. Reports of the



various organisations in this regard has already been brought on record before this Hon'ble Tribunal.

5. That the answering Respondent had taken remedial action when it had found out certain deviations from the side of the contractor during conduct of his work for which it had even imposed a hefty fine on the Contractor for his negligence and non-adherence to the terms of the work contract.

6. That the Hon'ble Tribunal is already aware of the fact that at certain places proper drainage system could not be established due to reasons not attributable to the answering as the same was out of its control. At certain places there was encroachment, hindrances caused by the local dwellers, blocking of drain by the local people or lack of space to lay down the drain pipes. All this caused certain problems for free flow of the drain as it caused the drain to choke because of soil, sticks, plastics etc entering into the drain. This in turn led to increase in the toxins present in the drain.



7. That M/s Fortress Infra who was given the task to prepare the DPR did not do it in the manner required and as per the standards followed. The DPR had many problems which were rectified by the engineers of the answering respondent and during execution of the work certain changes were also made to the said plan. The answering respondent believed that the hydraulic levels of the pipes was maintained. The present fact could not be verified by the answering respondent beforehand as proper test could not be conducted for the reason that the drain was covered on the same day on the Orders of the Hon'ble Guardian Minister on the request and representation made by the people of the city of Shegaon. For proper appraisal of the present fact the Hon'ble Minister should have been a party to the present case so that the case of the answering respondent could be established.

8. That it shall be taken into consideration that the choke up in the drains and manholes was due to lack of cleanliness and improper disposal of waste into the



drains. The task of cleanliness and creating awareness and ensuring that practices are avoided is the whole sole responsibility of the Municipal corporation and not the answering Respondent. Had the Respondent No.5 acted in a more efficient and proper manner and carried on its duties in a diligent manner the choke up of drains would not have taken place. Another lacunae at the end of the Respondent No.5 was its inability to get the house connections connected to the main line and the fact that a large number of houses till date do not have any proper sewage connection has added to the problem.

9. That after the inspection and other recommendations given there were certain rectifications for which repairs were carried out. The Answering Respondent assuming responsibility of the same carried out the work in a swift manner and during inspection the work was found to be satisfactorily completed.



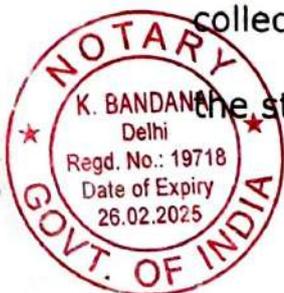
10. That during the tests conducted as to the flow of the sewage the test report shows that the flow towards the drain was proper and there were no problems per se in that regard. This provides the very base to the fact that the slope of the drains is adequate to let it flow towards the outlet without stoppage and choking up of the drain system.
11. That the Respondent No.5 had adopted a lackadaisical and whimsical approach in taking over the maintains of the drain system. Over one pretext or the other they would ask for rectifications and repair from the answering respondent but never assumed full responsibility for their own faults. Had they assured proper time to time cleaning of the city no problem with the drainage would have taken place.
12. That it may be observed in the report of the CPCB that the amount of various parameters as set is higher than the established norms at the outlet itself. Subsequently it has become difficult for the STP to



treat the same and get it to that lower levels due to various factors such as choke up due to foreign substances and other maintenance work which was being carried out. The STP which has a total of 4 motors has only two functional motors as the rest was under maintenance.

13. That due to non-connectivity of the houses to the sewage system a large amount of sewage directly flows into the Unad Nalla which has been the cause of non-adherence of the required parameters as set and to be complied. Had the Respondent No.5 taken the task of this connectivity the situation would have been much better.

14. That the answering Respondent wishes to bring into notice that once the completion of Phase III of the UGDS takes place the complete sewage generation of the city of Shegaon would be collected and treated and collected in an efficient manner and in adherence to the stipulated norms by the various authorities.



15. That as for the contention raised by the CPCB in its report which inter alia deals with hydraulic levels and invert levels of the drain, it is submitted that it is due to the negligence on part of the contractor that the same was not carried out by him or his assigned sub-contractors. The Answering Respondent could not check the present fact prior and was under the impression that this work was taken care of by the Contractor.

16. On 15.06.2020 in the light of report of the State PCB that compensation liable to be paid was Rs. 13.88 Crores by the Answering Respondent. This Hon'ble Tribunal also considered report of the Chief Secretary dated 12.12.2019 to the effect that College of Engineering, Pune, was appointed as third party to conduct audit of the underground drainage system and performance guarantee was furnished to the CPCB. This Hon'ble Tribunal directed the Chief Secretary, Maharashtra to take further follow-up



action and file a progress report. It is important to mention here that the Chief Secretary, Maharashtra have miserably failed to furnish proper report and ignored the fact that it was Sheagoan Municipal Corporation duty to maintain the project. Hence, Answering Respondent has wrongly been held liable to pay compensation.

17. That the answering Respondent has been and even now taking all steps necessary and as per recommendations of the CPCB to ensure proper running and maintenance of its projects that is UGDS Phase I which is now being taken care of by the Respondent No.5 and as of now UGDS Phase II which is under the maintenance of the answering respondent.

18. That it was due to the fault of the Respondent No.5 in its failure to obtain adequate permission and approval for proper running of the STP plant that the answering

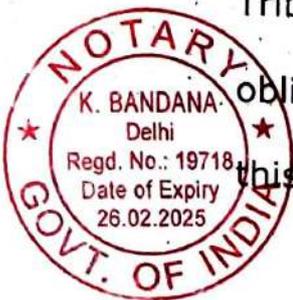


respondent is being made to suffer and huge penalties being imposed upon them thereon.

19. That this present litigation is a result of the Petitioner's personal vendetta and non-fulfilment of his own ulterior motives and the trumpety proceedings have been initiated before this Hon'ble Court which has wasted innumerable days which time otherwise could have been spent for the genuine causes. Hence, this present petition should be dismissed with exemplary cost.

20. In view of the averments made hereinabove, it is submitted that the instant Petition is devoid of merits. It is therefore prayed the instant Petition maybe dismissed.

21. That by the way of this present petition this Hon'ble Tribunal must not allow its process to be abused for oblique considerations by the Petitioner who has filed this petition to enrich himself.



## PRAYER

It is therefore most respectfully prayed that this Hon'ble Court may graciously pleased to:

- Dismiss this present petition with exemplary costs and;
- Pass such order and further orders as deemed fit in the fact and circumstances as detailed hereinabove.

AND FOR THIS ACT OF KINDNESS, THE ANSWERING RESPONDENT AS IS DUTY BOUND SHALL EVER PRAY.

DATE: 19/09/2022 FILED THROUGH  
PLACE: NEW DELHI

  
**ARCHANA SURVE**  
Advocate  
16, School Lane, Babar Road,  
New Delhi-110001

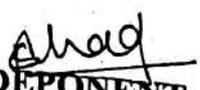
  
MS. ARCHANA SURVE  
ADVOCATE FOR RESPONDENT  
The Lawracles,  
16, School Lane, Opp.The LaLit,  
Babar Road, New Delhi -110001  
Mob: 9921498000

AFFIDAVIT

I, Krushna Balasaheb Avahad, Age 32 Yrs, Executive Engineer Maharashtra Jeevan Pradhikaran, Division Buldhana , Dist Buldhana-443001, on behalf of the Respondent No. 2 to 4, do hereby solemnly affirm and state as under ~~PRESENTLY AT DELHI~~

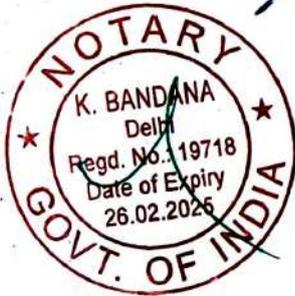
- That, the contents of the above paragraph of the reply are drafted as per my instructions given to my counsel and read over to me and I say that the same are true and correct to my own knowledge and the information received to me from the correspondence and documentation related to matter which I believe to be true and correct.
- That in my official capacity I am fully conversant with the facts and circumstances of the present case and competent to swear this counter affidavit on behalf of Respondents.



  
**DEPONENT**  
Executive Engineer  
Maharashtra Pradhikaran  
Division, Buldhana

**VERIFICATION:-**

Verified at New Delhi on the 20 SEP 2023 day of September, 2023 that the averments and submissions made above are true to the best of my knowledge, which is based on the records of the case which are under my charge and nothing material has been concealed there from.



**IDENTIFIED**  
**ARCHANA SURVE**  
Advocate  
16, School Lane, Babar Road,  
New Delhi-110011  
**20 SEP 2023**

**SCAN COPY**

*ahad*  
**DEPONENT**  
Executive Engineer  
Maharashtra Adhikaran  
Division, Gurgaon

*ahad*  
**ATTESTED**  
NOTARY PUBLIC DELHI  
GOVT. OF INDIA  
Mob.: 9654768498

**ANNEXURE R-1**

In the Court of Civil Judge Senior Division,  
Khamgaon  
Spl.C.S.No.28/ 2014

Plaintiff :  
Suresh Banarasilal Jaipuria,  
Aged about 64 years,  
Occ, Business & Contractor  
R/o Gandhi Chowk, Shegaon,  
Tq. Shegaon, Dist. Buldana

Versus

Defendants :

- 1) Maharashtra Jeevan Pradhikaran,  
Buldana  
Tq. & Dist. Buldana
- 2) S.M.S. Parayavaran Limited  
Plot no. 17  
Gayatri Nagar, SBI Colony,  
Shegaon, 444 203,  
Dist. Buldana.
- 3) Lalit Construction,  
Plot No.2, Road No.6,  
Sector No.1,  
Service Industry, New Panvel,  
Dist. Raigad, 410 206

Suit for recovery of amount & other  
consequential relief Valued for the purposes of  
court fees and jurisdiction at Rs.

62,87,586.14 ps and necessary court fee is paid.

The plaintiff most humbly and respectfully submits as under:

1. The plaintiff is under as well as contractor. He is permanent resident of Shegaon, Tq. Shegaon, Dist. Buldana.
2. That, Shegaon is a religious place having renowned temple of Sant Shri Gajanan Maharaj. It is TIRTH KSHETRA and under the scheme of Shegaon Tirtha Kshetra Vikas Arakhada, the development of city is undertaken by the authority concerned. Such development is under taken by defendant no.1 Maharashtra Jeevan Pradhikaran and Development work is going on by and under the control and supervision of defendant no.1.
3. That, defendant no.2 SMS Paryavaran Limited has submitted tender with defendant

no.1 and is awarded the work of development work including underground sewerage collection system (providing, lowering, laying, Jointing and testing of sewerage collection system for zone DD-1 and Zone DD-2) under such Shegaon Tirtha Kshetra Development Plan.

4. It is learnt that the defendant no.2 in turn has authorized such work to defendant no.3 Lalit Construction vide agreement dt. 08/02/2012 between them. The defendant no.3 Lalit Construction has again authorized such work of road reinstatement in the contract on back to back sub-contract basis to the plaintiff, under agreement dt. 04/01/2013 between them, which is finalized and executed at Shegaon, Plaintiff was always ready and still ready to perform his part of obligation under such agreement.
5. The plaintiff is informed that the rate for executing road reinstatement work as above is Rs.

610.81 per sq. meter, rate for W.B. work is Rs. 246.25 ps. per square meter and rate for 40 mm metal and Murum etc is Rs.98.95 ps. per square meter and plaintiff is allotted the work at the rate of 13% less than above rates. The defendant no.3 has agreed to pay the running bill within five days of the receipt of the amount by defendant no.3 from other defendants.

6. That, the modus operandi of the work to be performed by the plaintiff is that initially defendant no.3 is required to complete the work of laying of pipeline, construction of manhole chamber and construction of property chambers & its connection to manhole. Afterwards one Mansoon is to be passed for natural compaction of the trench. Thereafter on receiving instruction from the defendants, the plaintiff is expected to do WBM work of rein station or remaking of road in stages i.e. i) WBM /Soling and crust formation ii) Asphalt work. Initially, such

work was to be performed in one meter width road reinstate but subsequently under approval of the commissioner of Amaravati Division it is now changed to width of three meter. Plaintiff has also engaged the services of technical person Sunil Bachhulal Agrawal for supervision and getting the work technically done vide appointment letter dt. 20/01/2013.

7. It is submitted that the plaintiff has performed the allotted work from March-2013 to 10/03/2014. During March-2013 to 30/07/2013, the plaintiff has completed allotted work with B.T. work to the extent of 3568.00 sq. meters as per Schedule-I. During the period March-2013 to 30/07/2014 the plaintiff has performed further WBM/ soling work to the extent of 2592sq.meter as per Schedule-II (A). During the period August-2013 to October-2013, the plaintiff has performed WBM / soling work to the extent of 5962.5 sq. meter as per

Schedule -II (B). During the period from November-2013 to 31/01/2014, the plaintiff has performed such work to the extent of 8907 sq, meter as per Schedule-II (C). Again between 01/02/2014 to 10/03/2014, the plaintiff has performed the work of spreading, watering, compaction of metal (10 cm. thickness) and soft murum for 14869 sq. meter area as per Schedule-III. The schedules field herewith are and be treated as part of the plaint.

8. It is submitted that the entire work done and performed by the plaintiff was and is as per directions given by and on behalf of the defendants and is done to the entire satisfaction of defendants. The work done and performed by the plaintiff is not only approved but also well appreciated by all concerned including defendants.
9. It is submitted that the plaintiff has informed the defendants that he has

performed the allotted work during aforesaid period to the extent as shown in the Schedule as under.

- 1) B.T. Work of 3568 sq. meter worth Rs.18,96,051.96
- 2) WBM work of 17461.60 sq. meter worth Rs.37,40,929.51
- 3) 40 mm metal work etc.  
14869 sq. meter Rs.12,80,020.16  
Rs.69,17,001,.63

Thus, the plaintiff has performed work worth Rs. 69,17,001,63 pa and the plaintiff is entitled to resolved the same from the defendants.

10. The plaintiff has already submitted running bills giving allowance to defendant as per agreement dt. 04.01.2014, in the defendant No.1 from time to time and last such bill dt. 11.03.2014 is submitted to the defendant No.1. However, it is information that the

plaintiff has received only Rs. 19,02,668/- only towards paid payment thereof.

11. It is submitted that the plaintiff has also served the defendants with notice dt. 28.11.2013, demanding the then outstanding amount as per agreement. However, the defendants have failed to comply with the same. The defendant No.1 and 2 have not even come to rely the same. The defendant No.1 has avoided to make such payment on the pretext that the defendant No.1 has not received the payment from the other defendants and has insured the plaintiff that payment will be released soon after the defendant No.3 receives payment from other defendants. It is also stated by the defendant No.3 that the progress of the work by the plaintiff was bit slow and the plaintiff was directed to complete the work as early as possible. In this respect it is submitted that 3 meter width road was mentioned on 4<sup>th</sup> March,

2013 and thereafter the plaintiff has started the work. Moreover, IIT (Appeal) work is available in summer only. The plaintiff has performed WBM/ soling work etc. and he was to perform BT work only in summer i.e. April to June 2014.

12. It is submitted that non-payment of amount of running bills has caused and is causing great hardship and inconvenience to the plaintiff. In spite of this the plaintiff has continued the work upto 10/03/2014. Thereafter Shri Trivedi, partner of the defendant no.3 has informed the plaintiff at She gaon to wait for some time awaiting further instructions from the defendant no.3 and thereafter by letter dt. 10/04/2014, the defendant no.3 has for the first time informed the plaintiff that services of the plaintiffs not necessary and that the defendant no.3 has not received the payments from other defendants.

13. It is submitted that the effect of letter dt. 10/04/2014 is to terminate the agreement dt. 04/01/2013 between the plaintiff and the defendant no.3 and same is without any justifiable reason or cause and more-so when there is no fault or any kind of deficiency in the work on the part of the plaintiff. The plaintiff is thereby prohibited from performing further work and such action on the part of defendants is inherently illegal, unjust, unilateral, arbitrary and improper. Such action amounts to non-performance of the terms of agreement by the defendants.

14. It is submitted that the plaintiff was ready and is still ready and willing to continue and complete the work allotted to him and defendant no. 1 and 2 in particular and the defendants in general were called upon by notice dated 28.04.2014 to get the further work done from the plaintiff alone and from none else and necessary directions in that

behalf may be issued to him as early as possible. It was also informed that the plaintiff is entitled to receive more than Rs.50,14.333.63 ps. for the work already done and performed besides he is also entitled to claim interest on such amount unnecessarily withheld by the defendants. The defendants were also thereby informed to make payment of the work already done and performed by the plaintiff as given in the schedule and co-operate him in the matter so that he may get the work, done speedily.

15. It is also informed that in case the plaintiff is not permitted to continue and complete the remaining work, for any reason whatsoever, in that event defendants were called upon to make payment of amount of Rs.50,14,333,63 ps. along with interest @ 21% per annum and defendants were also called upon to render true and correct account of the deductions made on account of margin money, TDS, security deposit / retention

money etc. and make payment of the entire sum as early as possible.

16. It is submitted that the defendant no.3 has not performed the term of agreement dt 04/01/2013 including term no. 15 for making advance payment of Rs. 2,00,000/-, condition no. 16 for giving security by way of cross cheque of Rs.10,00,000/- in favour of the plaintiff and has also not supplied /provided vibro roller within 24 hours of the requisition, which has caused some delay in performing work.

17. The defendants are served with the notice dated 28.04.2014 called upon to comply as above within 60 days of the receipt thereof. The defendants have and must have received the notice but they have failed to comply with the same. The defendant No.1 has given avoiding reply dt. 09/06/2014 through Shri V.D. Patil Advocate, Buldana and though admitted that the work allotted is completed

yet refused to comply with the same. The other defendants did not even care to reply the same. The plaintiffs is, therefore, constrained to file this suit for recovery of the amount of the work already done and performed by him. It is submitted that had plaintiff been allowed to continue the further work, he would have gained at least Rs.Ten Lac. The defendants are, therefore, bound to reimburse the plaintiff for the work already done and performed by him and also to pay damages or compensation which the plaintiff would have earned in performing the allotted work.

18. It is submitted that all the defendants are jointly, severally and vicariously liable to comply with the claim of the plaintiff as per agreement dt 04/01/2013 referred above or the transactions akin to such agreement as well as because of the relations between defendants and plaintiff is that of principle, agent, sub-agent. It is submitted that the

plaintiff has performed such work which is not gratuitous. The plaintiff has incurred great deal of amount and expenses in performing such work. The defendants have taken and the defendants will take the benefits and advantages of the work already done and performed by the plaintiff to the above extent. Consequently, under the principles of unjust enrichment also the defendants are jointly, severally and vicariously liable to comply with the claim of plaintiff and are bound to reimburse and indemnify the plaintiff in law.

19. It is submitted that the defendants have unnecessarily withheld the amount to which the plaintiff was and is legitimately entitled to, The plaintiff is, therefore, claiming interest by way of damages at the rate of Rs.21% per annum and such claim is made from the date of notice i.e. 28/04/2014 onwards.

20. It is also submitted that the defendants have now prohibited the plaintiff from continuing the further work under agreement. It is submitted that had plaintiff allowed to continue and complete the work, plaintiff would have earned at Rs. 10,00,000/-. Consequently, the plaintiff is also claiming such amount on account of non-performance of the agreement by the defendants. The plaintiff is also claiming notice expenses and incidental charges at least of Rs.10,000/- from the defendants.

21. It is submitted that ail the defendants are jointly, severally, coextensively and vicariously liable to reimburse and indemnify the plaintiff for his entire claim.

22. The plaintiff, therefore, claims the following amount from the defendants.

Particulars	Amount

Balance amount of work already performed the plaintiff as shorn in the schedules	Rs.50,14,333.63
Interest on the above amount @ 21% p.a. from the date of notice 28/04/2014 to 28/07/2014 for three months.	Rs.2,63,252.51
Amount of compensation which the plaintiff would have earned.	Rs.10,00,000.00
Towards notice and other incidental expenses.	Rs.10,000.00
Total	Rs.62,87,586.14

(Total Rs. Sixty Two Lac Eighty Seven Thousand Five Hundred Eighty Six & Fourteen paise)

23. The cause of action has accrued to the plaintiff at Shegaon, Tq. Shegaon, Dist. Buldana, initially on 04/01/2013 when agreement is finalized and executed at Shegaon and thereafter everyday as and when the work is performed by the plaintiff and also on 28/04/2014, when amount is claimed-by notice. The entire cause of action has accrued to the plaintiff at Shegaon as the work performed by the plaintiff was at Shegaon and the same is also recurring one. It is within the jurisdiction of the Hobbie Court.
24. The claim of the plaintiff is oral. The plaintiff places his reliance on agreement dt. 04/01/2013, appointment letter dt.20/01/2013 appointing Sunil Bachhulal Agrawal, notice dt.28/11/2013, notice reply dt.09/12/2013, correspondence letter dt 23/12/2013, 08/02/2014, 11/03/2014, 10/04/2014, 07/05/2014, notice dt. 28.04.2014 and reply dt. 09.06.2014 etc. the plaintiff is filling documents as per list and

craves leave to file more documents as and when necessary having regard to the defence that may be taken by the defendants.

25. The claim in suit is valued at Rs.62,87,586.14 ps (Rs. Sixty Two Lac Eighty Seven Thousand Five Hundred Eighty Six & Fourteen poise) for the purposes of court fees and jurisdiction and court fee accordingly is affixed hereto.

26. The claim in suit is not settled or adjusted out of court. Plaintiff has not filed any other suit either in this Hon'ble Court or in the other court. The claim of the plaintiff is legitimate and genuine and is no way collusive.

PRAYER:-

The Hon'ble Court be pleased to pass decree against the defendants, making them all jointly, severally, coextensively and vicariously liable under-

a) a decree for Rs. 62,87,586.14 ps. (Rs. Sixty Two Lac Eighty Seven

**1700**

Thousand Five Hundred Eighty Six & Fourteen paise) be passed against the defendants

- b) full costs of the suit be awarded from them.
- c) Interest @21% p.a. which is commercial rate of interest be awarded on the decretal amount from date of suit till full realization thereof.
- d) Any other relief, to which the plaintiff may be fund entitled to be also granted in the facts and circumstances of the matter.
- e) Permission to amend the plaint be accorded as may be found, appropriate and necessary.

Hence this suit.

Khamgaon  
Dt. /07/2014

Sign, of Plaintiff

Counsel for plaintiff

VERIFICATION

I, Suresh Banarasilal Jaypuriya, the plaintiff, do hereby verify that the contents of above plaint vide para no. 1 to prayer clause are true as per my personal knowledge and belief, signed and verified at Khamgaon on this \_ day of July, 2014.

Deponent

**||TRUE COPY||**



# MANUAL ON SEWERAGE AND SEWAGE TREATMENT SYSTEMS

PART A: ENGINEERING  
THIRD EDITION - REVISED AND UPDATED

MINISTRY OF URBAN DEVELOPMENT, NEW DELHI  
<http://moud.gov.in>

CENTRAL PUBLIC HEALTH AND  
ENVIRONMENTAL ENGINEERING ORGANIZATION

IN COLLABORATION WITH



JAPAN INTERNATIONAL COOPERATION AGENCY

NOVEMBER 2013

## CHAPTER 2: PROJECT PLANNING

### 2.1 VISION

The vision for urban sanitation in India as mentioned in the NUSP (2008) of GOI is:

“All Indian cities and towns become totally sanitized, healthy and liveable and ensure and sustain good public health and environmental outcomes for all their citizens with a special focus on hygienic and affordable sanitation facilities for the urban poor and women”.

### 2.2 OBJECTIVES

The objective of a sewage collection, treatment and disposal system is to ensure that sewage discharged from communities is properly collected, transported and treated to the required degree in short, medium and long-term planning and disposed-off/reused without causing any health or environmental problems.

Short term: Implies the immediate provision of on-site system. It is an interim arrangement until the implementation of the long-term plan. Short-term plans should be formulated for a target up to 5 years from the base year.

Medium term: Implies the provision of a decentralized (non-conventional) system of collection for rapid implementation of collection, transportation, treatment and disposal/local reuse to avoid sporadic sewage discharges into the environment and where conventional sewerage system is not feasible. Medium-term plans should have a target of 15 years from the base year.

Long term: Implies conventional sewage collection, transportation, treatment, and environmentally sound disposal/reuse. It encompasses the short term and medium term. Long-term plans should be formulated for a target of 30 years from the base year.

### 2.3 NEED FOR PROJECT PLANNING

The City sanitation plan is the pre-requisite for sewerage projects. The decision tree in selecting the appropriate technical option whether it is on-site, decentralised or conventional system as in Figure 10.2 shall be followed. While preparing the plan, the data similar to Figure 10.1, has to be first enumerated specific to the classification therein. Only after having assessed the above status, the plan for the city can be conceived in accordance with the NUSP. While doing so the real time total sanitation model shown in Figure 1.2 shall also be taken into consideration.

The city sanitation plan should include

1. Provision of individual and community toilets to prohibit open defecation
2. Conversion of insanitary toilets such as dry or bahao toilets (directly connected to open drain), single pit toilets, etc to sanitary toilets
3. Replacement of existing septic tanks, which are not as per the specifications and further improvements



The Lawracles &lt;headoffice@thelawracles.com&gt;

**Proof of Service of Written Reply as per the order dated 18.07.2023 of the Hon'ble National Green Tribunal, Pune in the matter of O.A.No. 09 of 2017 Suresh B Jaipuria Vs M/s SMS Paryavaran Ltd & Ors.**

1 message

The Lawracles &lt;headoffice@thelawracles.com&gt;

20 September 2023 at 19:44

To: sms@smsplindia.com, smspl@ndf.vsnl.net.in, sms242@gmail.com, co.shegaon@gmail.com, roamravati@mpcb.gov.in, mpcbamravati@mpcb.gov.in, sec.ud2@maharashtra.gov.in, mwrra@mwrra.in  
Cc: ms@mjp.gov.in, Superintending Engineer <semjp.akola@gmail.com>, Raghunath Mahabal <mahabal60@gmail.com>, ARCHANA SHINDE <eg13archana@iimidr.ac.in>

BEFORE THE NATIONAL GREEN TRIBUNAL

WESTERN ZONE BENCH, PUNE.

Original Application No. 09/2017 (WZ)

**IN THE MATTER OF:**

SURESH BANARASILAL JAIPURIA

....APPLICANT

VERSUS

M/S SMS PARYAVARAN LTD &amp; ORS.

.... RESPONDENTS

The Applicant and Counsel for the Respondents. As per the Order, Dated 18.07.2023 of the Hon' National Green Tribunal. Please find attached a copy of the reply along with an affidavit behalf of respondent no.2 to 4 in the above-captioned matter listed before the Hon'ble National Green Tribunal, Pune.

To

Suresh Banarasilal Jaipuria  
R/at 393, Ward No. 24, Bhoot Bungalow, College Road,  
Shegaon, 444203  
Applicant ( Service by Hand

1. Adv. Girish Bapa,  
Counsel For Respondent No.1  
M/s. Sms Paryavaran Ltd.  
SH-2, Vardhaman Grand Plaza, Plot No. 7 A, Manglam Place, Sector 3 New Delhi – 85  
E-mail [sms@smsplindia.com](mailto:sms@smsplindia.com), [smspl@ndf.vsnl.net.in](mailto:smspl@ndf.vsnl.net.in), [sms242@gmail.com](mailto:sms242@gmail.com)

2. Adv. D. M. Kale  
Counsel For Respondent No.5  
The Shegaon Municipal Council  
Through its chief officer  
Shegaon, Taluka Shegaon, District Buldhana, 443001  
Email [co.shegaon@gmail.com](mailto:co.shegaon@gmail.com)

3. Adv. Vilas A. Jadhav  
Counsel For Respondent No.6

Page 54

Maharashtra Pollution Control Board  
Sahkar Surbhi Bapatwadi, Near Vivekanand Colony, Amravati 444606  
Email [roamravati@mpcb.gov.in](mailto:roamravati@mpcb.gov.in)  
[mpcbamravati@mpcb.gov.in](mailto:mpcbamravati@mpcb.gov.in)

4. The Collector, Buldana  
Buldana, District Buldana, Pin 443001  
Email [rdc\\_buldhana@rediffmail.com](mailto:rdc_buldhana@rediffmail.com)  
[rdc.da.bul-mh@nic.in](mailto:rdc.da.bul-mh@nic.in)  
Respondent No.7

5. The State of Maharashtra  
Through Its Principal Secretary  
Urban Development Department~ Mantralaya, 4th Floor, Mumbai 400032  
Email [sec.ud2@maharashtra.gov.in](mailto:sec.ud2@maharashtra.gov.in)  
Respondent No.8

6. The Maharashtra Water Resources Regulatory Authority  
9<sup>th</sup> Floor, Centre-1, World Trade Centre, Cuffe Parade, Mumbai 400005  
Email [mwrra@mwrra.in](mailto:mwrra@mwrra.in)  
Respondent No.9

Thanks & Regards,

Mr. Ankush Diwakar  
O/o Ms.Archana Surve (Panel Advocate )  
The LAWracl.com, 16 School Lane,  
Babar Road, New Delhi. 110001  
Contact No. 011-45020800, +91 9921498000.



**Reply Behalf of R-2 to4 in O.A.No.09:2017.pdf**  
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