

BEFORE THE NATIONAL GREEN TRIBUNAL,
PRINCIPAL BENCH, NEW DELHI

OA No. 1248/2024

In the matter of:

Kissan Udey Samiti

.... Applicant

Versus

State of Haryana & Ors.

... Respondent

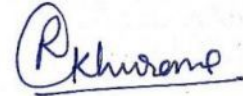
INDEX

S. No.	Particulars	Pages
1.	Reply on behalf of Respondent No.4 and 7	
2.	Annexure- R/1: Copy of Policy dated 25.07.2017 notified on 08.08.2017	
3	Annexure R/2: Copy of No Objection Certificate (NOC) granted by the Govt. of Haryana vide Memo No. 1IW-450008/54/2023 dated 28.12.2023	
4.	Annexure R/3: Copy of plaint in Civil Suit No. CIS No. 719/2024	

Filed By:

Date:06.02.2025

Place: Delhi



Rahul Khurana, Advocate
Counsel for 4 and 7
9811894060
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Copy of Policy dated 25.07.2017 notified on 08.08.2017 is annexed herewith as **Annexure-R/1**.

- 4- That M/s Design promoters Pvt. Ltd. Submitted an application in prescribed format to the Irrigation & Water Resources Department, Haryana and after consideration of which, No Objection Certificate (NOC) was granted by the Govt. of Haryana vide Memo No. 1IW-450008/54/2023 dated 28.12.2023 (**Annexure-2**) for construction of 15 Mtr. Wide road within right of way of Diversion Drain (DD) No.8 from RD 25100 to 25900 left side. Accordingly, an agreement was executed between on 01.05.2024 in term of Annexure-A of said Policy Guidelines of Govt. of Haryana dated 25.07.2017 and in terms of condition No. 20 of permission letter issued by Govt. of Haryana. Copy of said agreement is enclosed with OA as Annexure A-3.

- 5- That under this permission, the applicant has been allowed only to construct a road from RD 25100 to 25900/Left i.e. in a length of 800 feet on top of left bank of Diversion Drain No. 8 (DD No. 8). No permission was accorded to alter the discharge of drain or to reduce its capacity in any manner. It is worth mentioning here that it is a standard practice to construct road on top of banks of drains and canals throughout the country for benefit of the citizen. For example, large number roads are constructed in Haryana by various Departments i.e. PWD(B&R), HSAMB etc. on top of banks of Drains and Canals for providing smooth passage to the commuters. Further, a road has been constructed on bank of Gang Canal by U.P. Irrigation Department and roads have been constructed on existing banks of Drains in Delhi for commuters. Permission in present case has been granted just to construct a road on existing bank of the canal. It will strengthen the existing bank as erosion of earth due to rain water will stop and bank's

width would not reduce. Therefore, it seems the applicant is unaware about this technical aspect and thus has submitted his contentions on account of non- knowledge about Policy guidelines of the Govt. and technical aspects of the matter. It is totally incorrect on part of the applicant to raise allegations against officers of the Govt./Department, who are discharging their duties as per Govt. policy. It is also wrong on part of the applicant to make representations/complaints on basis of concocted twisted facts, which are being made only to harass the officers.

- 6- In view of the above said facts of the case, it is clear that the Department has acted only in accordance with Govt. Policy and has not altered with design of the Diversion Drain No. 8 in any manner and the permission has not altered with dimensions, section and carrying capacity/discharge of Drain. It is also submitted that the Department has not damaged environment in any manner. The applicant has failed to state in pleadings that which provision of the Acts enumerated in Schedule I of the NGT Act, 2010 has been violated. Thus, the applicants are trying to place twisted, concocted and imaginary facts and are trying to mislead this Hon'ble Court. Therefore, the original application deserves to be dismissed being devoid of merit.

Parawise reply :-

- 1- That contents of the para no.1 are admitted to the fact that Diversion Drain No. 8 (DD No. 8) flows along villages Rasoi, Nangal Kalan, Nathupur, Bhaira Bankipur, Pritampura, Kundli, Aterna. Contents of rest of the para are denied as these villages have no inlet into DD No. 8 for releasing flood water into it. The applicant itself submitted in the OA that the farmers **used to** drain excess water from their fields, which is a submission of past and not of present times. At present, this area is densely populated as large number of industrial and residential townships have grown into this area and no agriculture fields exists along the bank under road construction. Moreover, construction of road over bank is not going to prejudice any utility of the DD No.8.
- 2- That contents of this Para are admitted to the extent that this drain was constructed in the year 1960 and rest of the contents of the para are denied.
- 3- That contents of the para are strongly denied being contrary to the actual facts of this matter. This agreement was made as per Govt. Policy dated 25.07.2017. The contents of preliminary submissions are being reiterated.
- 4- That as already explained in detail in preliminary submissions, it is reiterated that no section of drain has been encroached in any manner and no demolition has been done.
- 5- That contents of para no.5 of the OA are incorrect, baseless and hence denied. As submitted in foregoing paras, it is reiterated that under this permission dated 28.12.2023, construct of only road has been allowed from RD 25100 to 25900/Left i.e. in a length of 800 feet on top of left bank of Diversion Drain No. 8 (DD No. 8). No permission was accorded to alter the discharge of

drain or to reduce its capacity in any manner. It is worth mentioning here that it is a standard practice to construct road on top of banks of drains and canals throughout the country for benefit of the citizen. For example, large number roads are constructed in Haryana by various Departments i.e. PWD(B&R), HSAMB etc. on top of banks of Drains and Canals for providing smooth passage to the commuters, a road has been constructed on bank of Gang Canal by U.P. Irrigation Department and roads have been constructed on existing banks of Drains in Delhi for commuters. It is also submitted here that no tree is allowed to be grown on banks of the drains and canals as its roots weaken the bank and can cause potential damage to the earthwork resulting into breach of the Canal or Drain. Hence, permission in this case has been granted just to construct a road on existing bank of the canal. It will rather strengthen the existing bank as erosion of earth due to rain water will stop and bank width would not reduce. Therefore, it seems the applicant is unaware about this technical aspect and thus has submitted his contentions on account of non- knowledge about Policy guidelines of the Govt. and technical aspects of the matter. It is totally incorrect on part of the applicant to raise allegations against officers of the Govt./Department, who are discharging their duties as per Govt. policy. It is also wrong on part of the applicant to make representations on basis of concocted and twisted facts, which are being made only to harass the officers.

- 6- That allegations made in para no.6 of the OA are baseless and strongly denied as said agreement dated 01.05.2024 has been executed in terms of Annexure-A of said Policy Guidelines of Govt. of Haryana dated 25.07.2017 and in terms of condition No. 20 of permission letter issued by Govt. of Haryana. It is submitted

that structure stability certificate, Design Drawing Specifications are being asked in case of construction/erection of any structure and not in case of only road construction.

- 7- That allegations made in para no.7 of the OA are baseless and strongly denied as said agreement dated 01.05.2024 has been executed in terms of Annexure-A of said Policy Guidelines of Govt. of Haryana dated 25.07.2017 and in terms of condition No. 20 of permission letter issued by Govt. of Haryana. The contents of preliminary submissions are being reiterated.
- 8- That contents of para no.8 of the OA are denied except those are matter of record. It is pertinent to mention here that a civil suit on similar grounds was filed before Ld. Civil Judge (Junior Division), Sonapat vide Civil Suit No. CIS No. 719/2024 which was dismissed as withdrawn on 27.09.2024. Copy of plaint in Civil Suit No. CIS No. 719/2024 is annexed herewith as **Annexure-R/3**.
- 9- That Contents of para no.9 are baseless, unwarranted and hence denied. No action as solicited by applicant was warranted on the part of officials of Irrigation Department. The contents of preliminary submissions are being reiterated.
- 10- That in reply to contents of para no.10 of the OA, it is submitted that order dated 15.07.2022 passed in OA No.764/2018 is not relevant in present issue raised by the applicant in present OA. The contents of preliminary submissions are being reiterated.
- 11- That contents of para no.11 of the OA do not pertain to answering respondent. The allegation of collusion against the Respondent No.7 are baseless and liable to be rejected. The contents of preliminary submissions are being reiterated.

- 12- That contents of the para no.12 of the OA are incorrect, baseless and strongly denied. The agreement dated 01.05.2024 has been executed in terms of Annexure-A of said Policy Guidelines of Govt. of Haryana dated 25.07.2017 and in terms of condition No. 20 of permission letter issued by Govt. of Haryana. It is incorrect that there is encroachment upon the public land, felling of tree and interfere in the way of drain. The answering respondents craves liberty to refer contents of Permission and Agreement mentioned in foregoing paras. The contents of preliminary submissions are being reiterated.
- 13- That contents of the para no.13 are incorrect and denied. It is submitted that no amount is payable by the Irrigation Department as alleged in the OA. It is further denied that company has been permitted to encroach over any portion of DD No.8. Permission has been granted only to construct road over bank. The answering respondents craves liberty to refer contents of Permission and Agreement mentioned in foregoing paras. The contents of preliminary submissions are being reiterated.
- 14- That contents of the para no.14 are incorrect and denied. It is submitted that as explained in detail in foregoing paras, no water line and public lands have been encroached. The contents of preliminary submissions are being reiterated.
- 15- That contents of the para no.15 are incorrect and denied. It is submitted that agreement has been executed as per Annexure-A of Govt. of Haryana policy dated 25.07.2017 and in terms of condition No. 20 of Govt. approved letter dt 28.12.2023. Hence, action has been taken as per Government's approval and no irregularity has occurred on this account.

- 16- That representations have been made on different imaginary and concocted grounds and have no relevance to instant case. Hence, contention has been made by the applicant just to misguide this Hon'ble Tribunal. The contents of preliminary submissions are being reiterated.
- 17- That Reply to legal notice has already been sent by the Department to the applicant and the same has been admitted by the applicant. Hence, no comments are required.

Reply to Grounds

In view of the submissions made herein above, it is submitted that no ground is made out to file the present OA under Section 14 of the NGT Act, 2010. The grounds raised by the applicant are illogical, irrelevant, frivolous, misconceived and liable to be rejected. The contents of provisions of statues or judicial pronouncements need no reply. The contents of preliminary submissions are being reiterated.

Reply to PRAYER

In reply to the prayer of the present O.A. it is submitted that the prayer of the applicant may be rejected and present OA may kindly be dismissed as the same is devoid of merit.


Executive Engineer,
Delhi Water Service Division
Irrigation & Water Resources Department, Haryana

Date: 04/21/25 .
Place: New Delhi

BEFORE THE NATIONAL GREEN TRIBUNAL,
PRINCIPAL BENCH, NEW DELHI

OA No. 1248/2024

In the matter of:

Kissan Udey Samiti

.... Applicant

Versus

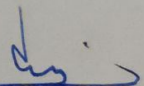
State of Haryana & Ors.

... Respondent

AFFIDAVIT

I, Manjeet Singh, Executive Engineer, Delhi Water Services Division Irrigation & Water Resources Department, Haryana, aged about 44 years do hereby solemnly affirm and state as under:-

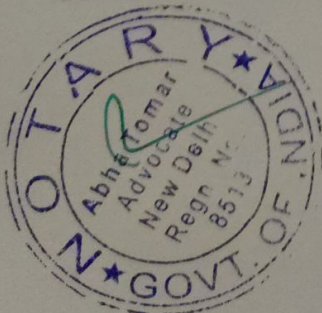
1. That I am impleaded as Respondent No.7 and authorized representative of the Respondent No. 4 in present case. I am well conversant with the facts and circumstances of the case, therefore, I am competent to swear this affidavit.
2. That I have gone through the contents of accompanying reply which has been drafted under my instructions.
3. That Annexures are true copy of their originals.


Deponent

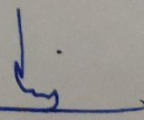
u/2/25

Verification:

Verified that the contents of affidavit are true and correct to my knowledge and on the bases of information derived from the official record which I believe to be true and no material fact has been concealed therein.



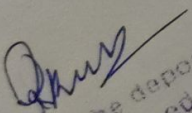
Certified that the foregoing statement was declared on solemn affirmation before me which has been read over to the deponent who has admitted


Deponent

It as correct

Notary DELHI

u/2/25


I certify the deponent/Executant who has signed in my presence

ANNEXURE - R1

Regd. No. CHD/0093/2015-2017



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No. 32-2017] CHANDIGARH, TUESDAY, AUGUST 8, 2017 (SRAVANA 16, 1939 SAKA)

CONTENTS		<i>Pages</i>
PART I—	Notifications, Orders and Declarations by Haryana Government	593-638
PART I-A—	Notifications by Local Government Department	Nil
PART I-B—	Notifications by Commissioners and Deputy Commissioners	Nil
PART II—	Statutory Notifications of Election Commission of India— Other Notifications and Republications from the Gazette of India	Nil
PART III—	Notifications by High Court, Industries, Advertisements, Change of Name and Notices	261-268
PART III-A—	Notifications by Universities	Nil
PART III-B—	Notifications by Courts and Notices	Nil
PART IV—	Act, Bills and Ordinances from the Gazette of India	Nil
PART V—	Notifications by Haryana State Legislature	Nil
SUPPLEMENT PART I— STATISTICS-		Nil
SUPPLEMENT PART II—GENERAL REVIEW-		Nil
LEGISLATIVE SUPPLEMENT —Contents		(Ivi)
Ditto	PART I—Act	Nil
Ditto	PART II—Ordinances	Nil
Ditto	PART III—Delegated Legislation	571-580
Ditto	PART IV—Correction Slips, Republications and Replacements	Nil



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PART—I

Notifications, Orders and Declarations by Haryana Government

(To be substituted bearing the same Number and Date)

HARYANA GOVERNMENT

IRRIGATION & WATER RESOURCES DEPARTMENT

Notification

The 25th July, 2017

No.2/175/2011-11W.—

Policy guidelines for considering the proposals of private/Government/Public Sector bodies/undertakings for allowing construction of Road Bridges, Roads and laying of various utility lines (pipelines/ cables etc.) across/along the canals/ drains and rivers/rivulets of Irrigation and Water Resources Department, Haryana .

Irrigation and Water Resources Department, Haryana has been receiving a number of proposals from private/public sector bodies/undertakings for allowing construction of road bridges/ roads and laying of various utility lines (pipelines/cables) across/along the existing canals/drains/rivers/rivulets of the Department. No specific guidelines/rules exist at present for dealing with such proposals and in absence of any specific guidelines, such proposals are being considered and approved presently by the Departmental officers at various levels after examining the technical feasibility of the proposals as per their individual wisdom. It has been felt that the present procedure being followed in the Department not only suffers from arbitrariness and lacks transparency, but a number of important techno-economic aspects are also getting overlooked while allowing such proposals. It has therefore been considered necessary particularly in view of the sharp increase in the number of such proposals and the value of properties involved, to lay down specific policy guidelines prescribing a uniform procedure to be adopted and the charges to be levied from the beneficiaries for processing/allowing such proposals.

1. Application for construction of Road Bridges / crossing for utility lines

- 1.1 All the applications seeking permission for construction of a Road Bridge including an over bridge or crossing of a utility line (pipelines/cables) across a canal/drain/river/rivulet and for construction of a metalled road or laying of utility lines in the Government land along a canal/drain/river/rivulet shall be submitted to the concerned Executive Engineer.
- 1.2 The application shall be accompanied with a detailed proposal marked on site plan prepared on Shajra plan showing all the relevant details, preliminary drawings and the rough cost estimate of the proposed works along with a detailed report explaining therein all the related aspects including the objective of the proposed works. In case, project for which permission is sought under policy, involves land other than Government land, proof of ownership of balance land shall be submitted by the Project Proponent. (Annexure-E)

- 1.3 The application shall be accompanied by processing fees (non-refundable) amounting to Rs.10000/- in case of proposals across/along canals/drains/rivers/rivulets with discharge upto 350 cusecs and Rs.25000/- in case of proposals across/along canals/drains/rivers/rivulets with discharge more than 350 cusecs in the shape of Bank Draft in favour of the concerned Executive Engineer. (Annexure-D)
- 1.4 The Project Proponent shall also furnish with the application an undertaking to deposit the charges as specified in these guidelines or such enhanced charges as may be specified by the competent authority later in this regard in view of the peculiar circumstances involved in the particular case and to abide by the terms and conditions that may be imposed by competent authority while accepting the proposal.
- 1.5 Incomplete applications shall not be processed and shall be rejected outrightly.

2. Processing of applications

- 2.1 The requisite documents/NOC's etc. would be routed and scrutinized by the Executive Engineer. He shall carry out detailed appraisal of the proposal making assessment of the impact that the proposal may, if accepted, have not only on the safety and operation and maintenance of the existing works but also on the future requirements of any widening/deepening/remodeling of the canal/ drain or other appurtenant works by the Department.
- 2.2 The Executive Engineer may seek any additional information/ document from the Project Proponent as may be considered necessary for detailed scrutiny of the proposal and the Project Proponent may also be asked by him to carry out suitable modifications in the proposal that may be considered necessary to address the Departmental concerns regarding proper safety and O & M of the existing works and future requirements of remodeling of the canal/ drain etc.
- 2.3 Once the Executive Engineer is satisfied with the proposal and the time schedule in which the work is proposed to be executed/ completed, the Executive Engineer shall forward the proposal further to the Superintending Engineer concerned alongwith his detailed report and recommendations including the specific conditions that must be imposed in his opinion while accepting the proposal, if so recommended.
- 2.4 The Superintending Engineer shall further examine and process the case for further submission to the Chief Engineer concerned with his specific comments and recommendations.
- 2.5 **Authority to accept/ reject the proposals**

The Competent Authority to accept or reject the proposals is detailed in Table-1.

Being satisfied, a Letter of Intent (LoI), along with the (i) Agreement to be executed in this regard, and (ii) Demand Notice for various charges including the Bank Guarantee/ Caution Money, shall be issued to the Project Proponent by the competent authority.

Type of Structure	Project Proponent	Accepting/Rejecting Authority
Utility Lines (Across Canals/ Drains and Rivers/Rivulets)	State/Central Government Departments/ Corporations/ Boards/ Authorities/ Public Sector Undertakings (PSU)	Superintending Engineer Incharge
	Private Bodies/ Undertakings	Government of Haryana
Utility Lines (Along Canals /Drains and Rivers/Rivulets)	State/Central Government Departments/ Corporations/ Boards/ Authorities/ Public Sector Undertakings (PSU)	Chief Engineer Incharge
	Private Bodies/ Undertakings	Government of Haryana
Bridges	State/Central Government Departments/ Corporations/ Boards/ Authorities/ Public Sector Undertakings (PSU)	Chief Engineer Incharge
	Private Bodies/ Undertakings	Government of Haryana
Roads	State/Central Government Departments/ Corporations/ Boards/ Authorities/ Public Sector Undertakings (PSU)	Engineer-in-Chief
	Private Bodies/ Undertakings	Government of Haryana

TABLE I

- 2.6 In case of bridges/roads or any other structure other than utility pipelines, after acceptance/ approval of the proposal by the competent authority, an Agreement (Annexure-A) shall be executed by the concerned Executive Engineer on behalf of the Governor of Haryana with Project Proponent stipulating all the necessary conditions therein as may be necessary to safeguard the interest of the state in various eventualities.
- 2.7 In case of grant of permission of Right of Way to Project Proponent for laying the pipe lines across/along the canal/drain/river/rivulet of Irrigation and Water Resources Department, Haryana, additional provisions as per Annexure-B of this policy shall be levied and after acceptance/ approval of the proposal by the competent authority an Agreement (Annexure-C) shall be executed by the concerned Executive Engineer on behalf of the Governor of Haryana with Project Proponent stipulating all the necessary conditions therein as may be necessary to safeguard the interest of the state in various eventualities.
- 2.8 The Project Proponent is required to submit the Performance Bank Guarantee/ Caution Money as a security for satisfactory restoration of the sites/ area and such other fees as specified in Annexure-D of this policy and to execute an Agreement with the Department within 15 days from the date of issue of the Letter of Intent. However, such documents may be accepted by the concerned authority up to a maximum period of 60 days from the date of issue of the LoI. The execution of the agreement shall enable the Project Proponent to commence execution of related works.
- 2.9 In case of grant of permission to lay/construct pipelines/roads/bridges across/along the canal/drain/river/rivulet of I&WKD, Haryana to the State/Central Government Departments/Corporations/Boards/Authorities/Public Sector Undertakings (PSU), only Processing Fee and Caution Deposit would be chargeable as mentioned in Annexure D (Schedule of Charges). Furthermore, the same procedure as mentioned in the above clauses for the processing of application would be followed by the Project Proponent Department.
- 2.10 Permission granted to the Project Proponent under this policy will not be transferable and will be applicable only for the period for which it has been granted.
- 3. Time-lines to complete the infrastructure works:-**
- 3.1 The Project Proponent shall be required to submit the time-frame within which it plans to execute the infrastructure works. The said plan may provide stretch-wise completion schedule, along with the complete plan. It shall make its best efforts to complete the execution of works within the time-frame indicated in the application. However in case of running Canals, the closure of Canal will be at sole discretion of the Department and the Project Proponent has to plan the construction accordingly with no liability on Department for any delay in execution of work thereof.
- 3.2 During the execution of related infrastructure works, the Project Proponent shall ensure that no inconvenience is caused to the general public in the process of carrying out its operations. If found necessary, the competent authority may direct the Project Proponent to undertake execution of its works during the off-peak hours or during the night times.
- 3.3 The Project Proponent shall keep the concerned Executive Engineer duly informed about the progress and submit the progress report. Accordingly, the Executive Engineer shall submit the progress report to the Competent Authority on a monthly basis, which may be reviewed at regular intervals between the parties.
- 3.4 Wherever the Project Proponent is found to be casual or non-serious about timely execution of the related works, the Competent Authority may revoke the permission granted after grant of an opportunity of hearing to the Project Proponent's representative. If the representative is able to establish that any such delay is for reasons beyond their control, the Competent Authority may extend the execution period and allow the work to be completed within the mutually agreed time-frame.
- 4. Compliance of Technical Standards and Safety conditions:**
- 4.1 The Project Proponent shall execute the works strictly as per the technical standards and parameters specified in Annexures A, B and C of this policy. The quality of work must adhere to the standard Codes of Practice and PWD specifications.

- 4.2 Notwithstanding the details specified in 4.1, the Project Proponent shall, in the course of execution of its works and maintenance thereof thereafter, at all times, adhere to all the safety standards applicable as per relevant guidelines of the Government of India/ State Government.
- 4.3 No proposed structure shall be allowed to be installed by the Project Proponent unless a structure stability/ safety certificate, design, drawing, specification and estimate is obtained from one of the following institutes: (a) any of the IIT's (b) PEC University of Technology, Chandigarh (c) National Institute of Technology, Kurukshetra (d) Central Building Research Institute (CBRI), Roorkee.
- 4.4 The Project Proponent shall ensure that each of the sites of the infrastructure systems, for which permissions have been granted, is easily approachable for maintenance and operation.

5. **Infrastructure laid/ constructed without permission**

- 5.1 From the date of the notification of this policy, if any, infrastructure has already been laid/constructed without permission of the Competent Authority, the Infrastructure provider shall be required to apply for the same within a period of 90 days to get such action regularized, for which he shall be liable to pay all the applicable charges as specified in Annexure-D of this policy, subject to the condition that such infrastructure fulfils the conditions prescribed in this policy. Wherever any rectifications are required in this process, he may be permitted a reasonable time to undertake such rectifications.
- 5.2 If the infrastructure provider neither apply and/or remove the structure, he would be called upon to show cause as to why action should not be taken against him as per Law. If the infrastructure provider fails to show cause or take corrective measures, the Competent Authority will proceed to get the unauthorized structure removed at the expense of such company after having exhausted all the available opportunities to affect the show causes besides taking action as per law.
- 5.3 If any such structure has been laid long ago and the infrastructure provider wishes to regularize the same but is having financial constraint on account of various fees as per Annexure D, then a case for waiver may be submitted which shall be referred to the Government after due consideration and merits of the case. However, any decision taken by the Government shall be final and binding to all.

6. **Indemnity Bond:**

The Project Proponent shall indemnify the Government and any of its agencies against any loss of life or property in the process of execution of works or against any claims thereafter during the period of Operation & Maintenance of such infrastructure at all times. The Project Proponent shall submit the Indemnity Bond on a non-judicial stamp paper of Rs. 100/-denomination, duly attested by the Competent Authority.

7. **Changes in the Policy:**

This policy shall be suitably adjusted to accommodate any changes that may be necessitated on account of any technology or regulatory changes which may be introduced by the Government or any other Competent Authority in order to keep this policy dynamically responsive to changing technology, regulatory regime or any other unforeseen developments.

8. **Permission for laying/construction across/along rivers/rivulets in land other than I&WRD:**

In case a Project Proponent proposes to lay/construct underground pipeline/road/bridge along/across a river/rivulet flowing through the land falling under the ownership of I&WRD, Haryana, the permission would be granted as per the policy. However, if the river is not flowing solely through the Departmental land, then only NOC regarding non-obstruction to the flow will be issued to the Project Proponent on payment of prescribed application charges only as per Clause-1 of Annexure-D.

9. **Permission for laying/construction where clearance from other Departments is required:**

In all such cases, initially, in principle NOC may be given and formal clearance would be accorded later after the beneficiary obtains the required clearance from other concerned Departments like Forest Department, PWD (B&R), Mining Department, NHAI etc.

These guidelines shall be applicable with immediate effect and shall be applicable to all the pending proposals as are yet to be decided on the date of issuance of these guidelines.

These guidelines shall however not be applicable to the proposals of the individual or group of farmers demanding construction of a Bridge or a Tubewell Watercourse X-ing across a canal/drain/river/rivulet outside the Municipal Limits at their cost for getting access to their fields lying on the other side of the canal/drain/river/rivulet, whereas the individual or group of farmers must seek permission to construct any structure on canal/drain/river/rivulet from the Department, clearly mentioning the details of the proposal. An undertaking must be given by the individual or group of farmers that the said structure will not be used for any commercial activity at any stage or time. If found at fault, in addition to legal action, the Project Proponent shall be liable to follow the guidelines and conditions laid for the private builders/agencies and pay all the charges as mentioned in Annexure-D.

This policy supercedes all previous instructions/directions/notifications issued from time to time in this regard. In case any of the points not covered in this policy, IT policy issued *vide* Electronics and Information Technology Department, Haryana Government Notification No. 2/368/Vol-II/1421, dated 11.6.2014, shall govern for the same.

Engineer-in-Chief,
Irrigation & Water Resources Department,
Haryana, Panchkula.

Annexure-A

IRRIGATION AND WATER RESOURCES DEPARTMENT, HARYANA

AGREEMENT TO BE EXECUTED FOR CONSTRUCTION OF BRIDGES/ROADS ACROSS/ALONG THE CANALS/DRAINS/RIVERS/RIVULETS OF IRRIGATION AND WATER RESOURCES DEPARTMENT, HARYANA

(ON NON JUDICIAL STAMP PAPER)

This agreement, made on the _____ day of _____ two thousand _____ between the Governor of Haryana, acting through _____ (Name & address of the Executive Engineer concerned) (hereinafter called the Engineer-in-Charge which expression shall unless excluded by repugnant to the context, be deemed to include his successors and assigns of the one part).

AND

The _____ (Name of applicant) (hereinafter called "the Project Proponent" which expression shall unless excluded by or repugnant to the context include his successors in office and assigns) of the other PART WHEREAS the Project Proponent has applied to the Engineer-in-Charge for permission to construct (Bridge/Road) across/along _____ (name of canal/drain/river/rivulet at KM/Place _____

AND WHEREAS the Engineer-in-Charge has agreed to grant such permission on the terms and conditions hereinafter mentioned.

AND WHEREAS before signing this agreement, the Project Proponent has deposited with the Engineer-in-Charge, A SUM OF Rs. _____ as a caution deposit as stipulated amount for the due compliance and satisfactory performance by the Project Proponent of all the terms and conditions of this agreement hereafter set out so far they are to be observed and performed by the Project Proponent and a SUM of Rs. _____ towards the other stipulated charges.

NOW THIS AGREEMENT WITNESSETH that in consideration of the conditions hereinafter contained and on the part of the Project Proponent to be observed and performed, Engineer-in-Charge hereby grants permission to the Project Proponent to construct _____ (Bridge/metalled road) across/along _____ (name of canal/drain/river/rivulet) at KM/Place _____ subject to the following conditions namely:-

- (1) That no proposed structure shall be allowed to be installed by the Project Proponent unless a structure stability/ safety certificate, design, drawing, specification and estimate is obtained from one of the following institutes is provided to Engineer-in-Charge: (a) any of the IIT's (b) PEC University of Technology, Chandigarh (c) National Institute of Technology, Kurukshetra (d) Central Building Research Institute (CBRI), Roorkee.
- (2) That the work of construction shall be carried out by the Project Proponent as per instructions and under supervision of the Engineer-in-Charge or his authorized representatives and the entire cost of construction shall be borne by the Project Proponent only.
- (3) That before starting the construction work, the Project Proponent shall obtain prior permission in writing for the purpose from the Engineer-in-Charge and the works shall be carried out in such a manner that it shall not affect the working of the canal/drain/river/rivulet for which necessary location and the methodology to be adopted shall be got approved from the Engineer-in-Charge in advance and the work shall be completed within _____ months from the date of agreement in accordance with the drawings and specifications concurred by the Engineer-in-Charge.
- (4) That the Project Proponent shall be responsible for taking all necessary safeguards and precautionary measures against damages to the existing canal/drain/river/rivulet and the other existing appurtenant works during and after construction of his works and shall be liable for the damages caused to the existing works, if any.
- (5) That the Project Proponent shall be responsible for restoring the canal/drain/river/rivulet to its original condition after constructing the bridge/road to the entire satisfaction of the Project Proponent at his cost.
- (6) That the works constructed by the Project Proponent shall not be brought into use by him unless a completion certificate to the effect that all the works have been constructed in accordance with the approved drawings and specifications is issued to him by the Engineer-in-Charge.

- (7) That the Project Proponent shall be responsible for carrying out any repairs/maintenance of his works as may be necessary and as may be directed by the Engineer-in-Charge from time to time at his own cost and shall be liable for any damages caused to the canal/drain/river/rivulet or otherwise suffered by the Engineer-in-Charge due to inadequate or negligent maintenance/operation of his works.
- (8) That the Engineer-in-Charge shall not guarantee the preservation of the Project Proponent's works from any loss or damage caused by rain, flood or any other reasons and the Project Proponent shall not claim any compensation for any such damages caused to his works.
- (9) That the Project Proponent shall not without the written permission of the Engineer-in-Charge undertake any repairs, modifications/alterations or shifting of his works.
- (10) That in the event of any necessity at any time to carry out any remodeling/extension/ improvement of the canal/drain/river/rivulet or construction of any additional structures necessitating removal or shifting and/or reconstruction/relaying of the works of the Project Proponent, the entire cost of such removal/shifting/reconstruction/relaying of the said works shall be borne by the Project Proponent.
- (11) That the Project Proponent shall enjoy only the right of way in the Irrigation land of the canal/drain/river/rivulet for his works as permitted by this agreement and the permission granted shall in no way be deemed to convey to him any other right whatsoever on this land.
- (12) That the Project Proponent shall not sell, transfer or otherwise dispose off the works permitted by this agreement or even the rights to use these works without obtaining prior written permission from the Engineer-in-Charge.
- (13) That during the subsistence of this agreement, the works of the Project Proponent shall be deemed to have been constructed and continued only by the consent and permission of the Engineer-in-Charge so that the right of the Project Proponent to use the works therefore shall not become absolute and indefeasible by lapse of time.
- (14) That this agreement shall remain in force for a period of twenty years from the date of execution in the first instance and may or may not be renewed thereafter by Engineer-in-Charge.
- (15) That the agreement shall remain in force until cancelled or terminated in the manner hereinafter expressed. Either party may terminate the agreement without assigning any reason at any time by giving NINETY DAYS notice in writing of its intention to do so. The Project Proponent shall not be entitled to any compensation for any loss caused to it by cancellation/termination of the agreement by the Engineer-in-Charge or shall it be absolved from any liability already incurred by him under this agreement.
- (16) That in the event of cancellation/termination or otherwise refusal of the Engineer-in-Charge to renew the agreement, the Project Proponent shall remove his works constructed across/along the canal/drain/river/rivulet and restore the canal/drain/river/rivulet to its original conditions to the entire satisfaction of Engineer-in-Charge within a period of one month failing which Engineer-in-Charge shall be at liberty to remove the same and the Project Proponent shall be liable for the expenses incurred.
- (17) Any notice or other documents to be served upon or given to the Project Proponent by the Engineer-in-Charge, shall be deemed to have been sufficiently served or given if delivered or addressed at the last known address of the Project Proponent or sent by Registered Post to such address or email to the Project Proponent as per id mentioned in the application.
- (18) That the Project Proponent shall bear the cost of preparing, stamping and execution of this agreement.
- (19) The ownership of the bridge shall remain with the Irrigation Department and the bridge/road can be remodeled/restructured by the Irrigation Department at its discretion, as and when required.
- (20) The bridge/road shall be allowed to be used by anyone without any claim by the Project Proponent and shall not be used exclusively by the Developer.
- (21) The Department shall not be responsible for any 3rd party damage during or after construction of the bridge/road.
- (22) The Department shall revoke the permission to right of way in case the bridge/road is found to be used for loading more than that specified in the design.

IN WITNESS WHERE OF this agreement is signed and executed by both the parties on the day, month and year
aforementioned in presence of the following witnesses:

Signature _____
Name _____
Designation _____
Date _____

Signature _____
Name _____
Designation _____

(for and on behalf of the Governor
of Haryana)

(PROJECT PROPONENT)

In presence of
Witness

1. Signature _____
Name _____
Address _____

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

Place: _____

Date: _____

Annexure-B

Additional Provisions for grant of permission of Right to way to Project Proponents for laying the pipe lines across/along the canal/drain/river/rivulet of Irrigation and Water Resources Department, Haryana

1. The Project Proponent will have to obtain necessary NOC/clearance for the provision of commodity pipe lines from the competent authorities of the State Government /Government of India/PNGRB or any other authority as the case may be and same shall be submitted to the Department.
2. The Project Proponent can lay pipe line of normally upto diameter of 1.5 m. However, it can be increased as per the design of particular pipe line of Project Proponent with due permission of the Department. If the Project Proponent intends to change the diameter of the pipe to be laid subsequently, it shall seek the permission of the Department thereto.
3. The pipe line should be laid with the top surface of pipe at least 1.5 m deep from the ground level/bed level and it should be allowed at least 1.5 m away from the extreme edge of the right of way of the road. In case of Irrigation canals/drains it may be at least 1.5 m away from HG Line of the channel meeting the ground at the level of laying pipe line or 1.5 m away from canal/drain/river boundary whichever is greater.
4. For executing the work of laying of pipelines, the Project Proponent shall comply with safety/prudent practices, methods, techniques and standards as laid down in the applicable codes, standards, guidelines and/or regulations with specific reference to Bureau of Indian Standards IS 3764:1992 i.e. Code of Safety for Excavation, Oil Industry Safety Directorate (under the Ministry of Petroleum and Natural Gas/ Government of India) Standards OSID-STD-141, 179 & 226 etc., Standard Guidelines (OSID-GDN-192) and also other codes (ASME-31, 8B & API15L) with latest amendments & stipulations and Haryana Government publication on Public Works Department (PWD) specifications.
5. The Project Proponent shall take all kind of safety measures during the execution of work and in view of the fact that in future Irrigation and Water Resources Department may need to upgrade existing infrastructure and widen the existing canal/drain/river/rivulet/roads etc. The Project Proponent shall be fully responsible for shifting and restoration of pipe line, if damaged during the execution, at its own risk and cost and as per directions of Officers-in-Charge of the Department.
6. The Project Proponent shall take permission from the concerned authorities for crossing the lines of other agency/Department such as telecom line and power lines etc. (if any). Regarding the location of cables of other Agency/Department, underground installation/utilities etc., the Project Proponents shall be responsible to ascertain from the respective Agency/Department or authorities in coordination with the Department. The Project Proponent shall ensure the safety and security of already existing cables/underground installation/utilities facilities etc. before commencement of the excavation and shall be solely responsible/liable for full compensation/indemnification to concerned Company/aggrieved owner for any direct/indirect or consequential damage caused to them/claims or replacement sought for, at its own cost and risk.
7. The Irrigation and Water Resources Department shall also have a right to make good such damages / recover the claims by way of invoking of Bank Guarantee furnished by the Project Proponent.
8. The Project Proponent will not put up any permanent structure in the land area over the ground level. A well-qualified and conversant representative of Project Proponent shall remain available at site during the execution of the work. The pipe line shall be placed in such a way that there will not be any interference with the maintenance of the roads, water supply, sewerage, SWD line and other civic infrastructure at any time.
9. The Project Proponent shall ensure that laying of pipe line does not have any deleterious effects on any of the bridge components, road safety, water supply, sewerage, SWD line and other infrastructure. Wherever the pipe lines have to pass along the bridges, the aesthetics at the bridges shall be maintained. The pipe lines shall be taken only from the outer edge of the railings with appropriate overhanging arrangements.
10. The pipe line is permitted to cross the canal/drain/river/rivulet/roads either encased in pipes or through structure of conduits specially built for that purpose at the expense of the Project Proponent owing the line. Existing drainage structures shall not be allowed to carry the lines across. Efforts be made to cross the canals/drains/rivers/rivulets/roads by horizontal drilling method (trenchless technology only). In case any damage occurs to the canal/drain/river/rivulet/road pavement in this process, the Project Proponent will be bound to restore the same to the original condition at its own cost and risk.

11. In case the contemplated work herewith is not completed to the satisfaction of the Irrigation Department the Project Proponent shall either furnish afresh bank guarantee or extend the validity of bank guarantee for a further period of one year, one month before the expiry of the Bank Guarantee deposited earlier. In case the Project Proponent fails to discharge the obligation of making good the excavated trench, the Department shall have a right to make good the damages caused by excavation, at the cost of Project Proponent and recover the amount by invoking the Bank Guarantee furnished by it.
12. The Project Proponent shall procure insurance from reputed insurance Project Proponent against damages to already existing cables/underground installation / utilities/facilities etc during trenching.
13. For maintenance/repair work, the Project Proponent will inform the Department at least a fortnight in advance with proposed route chart prior to digging of trenches for approval of the Department. It shall be obtained before undertaking any work of installation, shifting or repairs, or alterations already existing pipe lines in the canal/drain/river/rivulet/road Right-of-Ways.
14. The permission granted shall not in any way be deemed to convey to the Project Proponent any ownership, right or any interest in canal/drain/river/rivulet/route/ road/ highway/ land/ property, other than what is herein expressly granted.
15. The pipe line shall not be brought into the use by the Project Proponent unless a completion certificate to the effect that the laying of pipe line has been completed in accordance with the approved specifications and drawings and the trenches have been filled up to the specifications of the Department in coordination with the Department has been obtained. The Project Proponent will submit drawings of completed work in hard and soft copies.
16. In case the Department intends to do some emergent work in the area where pipe line is laid, the Project Proponent will provide a well-qualified and conversant supervisor within 24 hours of notice in this regard. Department will not be responsible for any kind of damage by what so ever means, natural or otherwise.
17. Permission granted will be specific for the length/area requested in application, while working out the permission charges. In case additional length/area is required at any stage of work, separate permission will have to be obtained by Project Proponent from Department and charges applicable at that stage of work shall be levied.
18. The horizontal distance between power line/cable and gas or any other pipe line shall be kept in accordance with relevant provisions of IS codes.
19. The Irrigation Department will have a right to terminate the agreement or to extend the period of agreement. In the case of termination of the agreement, the Project Proponent shall remove the pipe line within 30 days and the site shall be brought back to the original condition failing which the Project Proponent will lose the right to remove the conduits/ducts. However, before taking up the work of removal of pipe line the Project Proponent shall furnish a Bank Guarantee to the Department valid for a period of one year for an amount assessed by the Department for making good the excavated trench by proper filling and compaction, clearing debris, loose earth so excavated due to excavation of trenching at least 50 m away from the edge of the right of way or some suitable place as directed by Department.
20. The Department shall have the right to inspect the pipe lines at any time for which Project Proponent will not object in any manner.
21. That the Project Proponents within two months of a notice duly served upon to them on this behalf by the Department shall at him/their own cost remove the pipe line and restore the canal/drain/river/rivulet/road land to its original condition when required to do so by the Department or by any person authorized on its behalf. The Project Proponent shall not be entitled to any compensation on account of such removal or restoration.
22. In case of any mishap due to any kind of leakage, the loss/compensation awarded by authority shall be borne by the Project Proponent.
23. The Project Proponent shall have to execute an agreement in respect of above terms of conditions on non-judicial stamp paper valued to Rs. 100/- which will signed by authorized signatory of the Project Proponent and Department and attested by the notary public and the Project Proponent shall bear the stamp duty charged for the agreement.
24. All the legal disputes, if any, shall be settled in territorial jurisdiction of state of Haryana.

Annexure-C

IRRIGATION AND WATER RESOURCES DEPARTMENT, HARYANA
AGREEMENT TO BE EXECUTED FOR LAYING THE PIPELINES/CABLES ACROSS/ALONG THE
CANALS/DRAINS/RIVERS/RIVULETS OF
IRRIGATION AND WATER RESOURCES DEPARTMENT, HARYANA
(ON NON JUDICIAL STAMP PAPER)

This agreement, made on the _____ day of _____ two thousand _____ between the Governor of Haryana, acting through _____ (Name & address of the Executive Engineer concerned) (hereinafter called the Engineer-in-Charge which expression shall unless excluded by repugnant to the context, be deemed to include his successors and assigns of the one part).

AND

The _____ (Name of applicant) (hereinafter called "the Project Proponent" which expression shall unless excluded by or repugnant to the context include his successors in office and assigns) of the other PART WHEREAS the Project Proponent has applied to the Engineer-in-Charge for permission to lay (Pipeline/Cable) across/along _____ (name of canal/drain/river/rivulet at KM/Ft./Place _____

AND WHEREAS the Engineer-in-Charge of the Irrigation Department have agreed to grant such permission on the terms and conditions hereinafter mentioned.

AND WHEREAS before signing this agreement, the Project Proponent has deposited with the Engineer-in-Charge. A Performance Bank Guarantee of Rs. _____ for the due compliance and satisfactory performance by the Project Proponent of all the terms and conditions of this agreement hereafter set out so far they are to be observed and performed by the Project Proponent and a SUM of Rs. _____ towards the other stipulated charges.

NOW THIS AGREEMENT WITNESSETH that in consideration of the conditions hereinafter contained and on the part of the Project Proponent to be observed and performed, Engineer-in-Charge hereby grants to the Project Proponent permission to lay pipe line as per the approved drawing attached hereto subject to the following conditions namely:-

1. The Project Proponent shall obtain necessary NOC/clearance for the provision of commodity pipe lines from the competent authorities of the State Government/Government of India/Petroleum and Natural Gas Regulatory Board or any other authority as the case may be and same shall be submitted to the Department.
2. The Project Proponent may lay pipe line of normally upto diameter of 1.5 meter. However, it can be increased as per the design of particular pipe line of Project Proponent with due permission of the Department. If the Project Proponent intends to change the diameter of the pipe to be laid subsequently, it shall seek the permission of the Department thereto.
3. The pipe line shall be laid with the top surface of pipe atleast 1.5 meter deep from the ground level/bed level and it shall be allowed atleast 1.5 meter away from the extreme edge of the right of way of the road. In case of Irrigation canals/draains it may be atleast 1.5 meter away from Hydraulic Gradient Line of the channel meeting the ground at the level of laying pipe line or 1.5 meter away from canal/drain/river boundary whichever is greater.
4. For executing the work of laying of pipelines, the Project Proponent shall comply with safety/prudent practices, methods, techniques and standards as laid down in the applicable codes, standards, guidelines and/or regulations with specific reference to Bureau of Indian Standards IS 3764:1992 i.e. Code of Safety for Excavation, Oil Industry Safety Directorate (under the Ministry of Petroleum and Natural Gas/ Government of India) Standards OSID-STD-141, 179 & 226 etc., Standard Guidelines (OSID-GDN-192) and also other codes (ASME-31, 8B & API15L) with latest amendments & stipulations and Haryana Government publication on Public Works Department (PWD) specifications.
5. The Project Proponent shall take all kind of safety measures during the execution of work and in view of the fact that in future Irrigation Department may need to upgrade existing infrastructure and widen the existing canal/drain/river/rivulet/roads etc. The Project Proponent shall be fully responsible for shifting and restoration of pipe line, if damaged during the execution, at its own risk and cost and as per directions of Officers-in-Charge of the Department.

6. The Project Proponent shall take permission from the concerned authorities for crossing the lines of other agency/ Department such as telecom line and power lines etc. etc. (if any). Regarding the location of cables of other Agency/Department, underground installation/utilities etc. and the Project Proponent shall be responsible to ascertain from the respective agency/Department or authorities in coordination with the Department. The Project Proponent shall ensure the safety and security of already existing cables/underground installation/utilities facilities etc. before commencement of the excavation and shall be solely responsible/ liable for full compensation / indemnification to concerned company/aggrieved owner for any direct/indirect or consequential damage caused to them/claims or replacement sought for, at its own cost and risk.
7. The Irrigation and Water Resources Department shall also have a right to make good such damages / recover the claims by way of invoking of Bank Guarantee furnished by the Project Proponent.
8. The Project Proponent shall not put up any permanent structure in the land area over the ground level. A well-qualified and conversant representative of Project Proponent shall remain available at site during the execution of the work. The pipe line shall be placed in such a way that there will not be any interference with the maintenance of the roads, water supply, sewerage, Solid Waste Disposal line and other civic infrastructure at any time.
9. The Project Proponent shall ensure that laying of pipe line does not have any deleterious effects on any of the bridge components, road safety, water supply, sewerage, Solid Waste Disposal line and other infrastructure. All the overhead pipe lines have to pass along the bridges and the aesthetics at the bridges shall be maintained. The pipe lines shall be taken only from the outer edge of the railings with appropriate overhanging arrangements.
10. The pipe line is permitted to cross the canal/drain/river/rivulet/roads either encased in pipes or through structure of conduits specially built for that purpose at the expense of the Project Proponent owing the line. Existing drainage structures shall not be allowed to carry the lines across. Efforts be made to cross the canals/drains/rivers/rivulets/roads by horizontal drilling method (trenchless technology only). In case any damage occurs to the canal/drain/river/rivulet/road pavement in this process, the Project Proponent shall be bound to restore the same to the original condition at its own cost and risk.
11. In case the contemplated work herewith is not completed to the satisfaction of the Irrigation Department, the Project Proponent shall either furnish afresh bank guarantee or extend the validity of bank guarantee for a further period of one year, one month before the expiry of the Bank Guarantee deposited earlier. In case the Project Proponent fails to discharge the obligation of making good the excavated trench, the Department shall have a right to make good the damages caused by excavation, at the cost of Project Proponent and recover the amount by invoking the Bank Guarantee furnished by it.
12. The Project Proponent shall procure insurance from reputed insurance company against damages to already existing cables/underground installation / utilities/facilities etc. during trenching.
13. For maintenance/repair work, the Project Proponent shall inform the Department at least a fortnight in advance with proposed route chart prior to digging of trenches for approval of the Department. It shall be obtained before undertaking any work of installation, shifting or repairs, or alterations already existing pipe lines in the canal/drain/river/rivulet/road Right-of-Ways.
14. The permission granted shall not in any way be deemed to convey to the Project Proponent any ownership, right or any interest in canal/drain/river/rivulet/route/ road/ highway/ land/ property, other than what is herein expressly granted.
15. The pipe line shall not be brought into the use by the Project Proponent unless a completion certificate to the effect that the laying of pipe line has been completed in accordance with the approved specifications and drawings and the trenches have been filled up to the specifications of the Department in coordination with the Department has been obtained. The Project Proponent shall submit drawings of completed work in hard and soft copies.
16. In case the Department intends to do some emergent work in the area where pipe line is laid, the Project Proponent shall provide a well-qualified and conversant supervisor within twenty four hours of notice in this regard. Department shall not be responsible for any kind of damage by what so ever means natural or otherwise.
17. Permission granted shall be specific for the length/area requested in application, while working out the permission charges. In case additional length/area is required at any stage of work, separate permission shall have to be obtained by Project Proponent from Department and charges applicable at that stage of work shall be levied.

18. The horizontal distance between power line/cable and gas or any other pipe line shall be kept in accordance with relevant provisions of Indian Standard codes.
19. The Irrigation and Water Resources Department shall have a right to terminate the agreement or to extend the period of agreement. In the case of termination of the agreement, the Project Proponent shall remove the pipe line within thirty days and the site shall be brought back to the original condition failing which the Project Proponent shall lose the right to remove the conduits/ducts. However, before taking up the work of removal of pipe line the Project Proponent shall furnish a Bank Guarantee to the Department valid for a period of one year for an amount assessed by the Department for making good the excavated trench by proper filling and compaction, clearing debris, loose earth so excavated due to excavation of trenching at least fifty meters away from the edge of the right of way or some suitable place as directed by Department.
20. The Department shall have the right to inspect the pipe lines at any time for which Project Proponent will not object in any manner.
21. That the Project Proponent within two months of a notice duly served upon to them on this behalf by the Department shall at him/their own cost remove the pipe line and restore the canal/drain/river/rivulet/road land to its original condition when required to do so by the Department or by any person authorized on its behalf. The Project Proponent shall not be entitled to any compensation on account of such removal or restoration.
22. In case of any mishap due to any kind of leakage, the loss/compensation awarded by authority shall be borne by the Project Proponent.
23. The Project Proponent shall have to execute an agreement in respect of above terms of conditions on non-judicial stamp paper valued to Rs. 100/- which will signed by authorized signatory of the Project Proponent and Department and attested by the notary public and the Project Proponent shall bear the stamp duty charged for the agreement.
24. All the legal disputes, if any, shall be settled in territorial jurisdiction of state of Haryana.

Notwithstanding anything contained in clause 24 above, the permission may be cancelled at any time by the Government for a breach of any condition of the permission and the Project Proponent shall not be entitled to any loss caused to it by such cancellation, nor shall it be absolved from any liability already incurred under this agreement.

IN WITNESS WHERE OF this agreement is signed and executed by both the parties on the day, month and year aforementioned in presence of the following witnesses:

Signature _____
 Name _____
 Designation _____
 Date _____

Signature _____
 Name _____
 Designation _____

(For and on behalf of the Governor
 Of Haryana)

(PROJECT PROPONENT)

In presence of

1. Signature _____
 Name _____
 Address _____

2. Signature _____
 Name _____
 Address _____

1. Signature _____
 Name _____
 Address _____

2. Signature _____
 Name _____
 Address _____

Place: _____
 Date: _____

SCHEDULE OF CHARGES

The applicant shall furnish requisite charges/fees alongwith the application and necessary documents (Annexure-E) as scheduled below:

1. Charges at the time of application:**1.1 Processing fees**

The application shall be accompanied by processing fees (non-refundable) amounting to Rs.10000/- in case of proposals across/along canals/drains/river/rivulets with discharge upto 350 cusecs and Rs.25000/- in case of proposals across/along canals/drains/river/rivulets with discharge more than 350 cusecs in the shape of Bank Draft in favour of the concerned Executive Engineer.

2. Charges to be levied from applicants on approval**2.1 RoU/RoW charges**

Right of Use/ Right of Way charges shall be levied from the applicant as under:

Sr. No	Type of Structure	RoU/RoW Charges
1.	Bridges	@50% of the cost of the land involved as worked out in the entire width of the Government land boundary of the canal/drain/river/rivulet at the crossing site by adding at least 1.0m strip extra on either side of the outer edges (substructure or superstructure, whichever is farther) of the crossing structure and based on the latest Collector rates of the land as fixed by the Government.
2.	Utility lines allowed to be crossed under the bed of the canal/drain/river/rivulet or laid underground along the canal/ drain	@20% of the cost of the land involved as worked out in the entire width of the Government land boundary of the canal/drain/river/rivulet at the crossing site by adding at least 1.0m strip extra on either side of the outer edges of the crossing utility line and based on the latest Collector rates of the land as fixed by the Government.
3.	Overhead utility lines allowed to be crossed along the bridge on the canal/drain/river/rivulet	@20% of the cost of the land involved as worked out in the entire width of the Government land boundary of the canal/drain/river/rivulet at the crossing site by adding at least 1.0m strip extra on either side of the outer edges of the crossing utility line and based on the latest Collector rates of the land as fixed by the Government.
4.	Roads along a canal/ drain	@100% of the cost of the Government land used shall be charged which shall be refunded as and when use of such a facility is discontinued by the beneficiary. However, no interest shall be paid to the Project Proponent on the said amount by the Government.

TABLE-2**2.2 Bank Guarantee (BG)**

In case of Underground Pipelines, the applicant shall furnish a Bank Guarantee (BG) towards security for restoration of the sites dug/used in the process of execution of works and to remove defects if any observed, at the cost of the Project Proponent. The BG shall be valid for a period of one year over and above the completion period and would have to be renewed accordingly in the event of grant of extension of execution period. The competent authority shall discharge the BG on satisfactory restoration of the area. The BG shall be furnished at the following rates:

- (i) For crossing canal/drain/river/rivulets with discharge upto 350 cs. @ Rs.5,00,000/- (Five Lac only) for each crossing.
- (ii) For crossing canal/drain/river/rivulets with discharge more than 350 cs. @ Rs.10,00,000/- (Ten Lac only) for each crossing.
- (iii) For unpaved kacha portion @ Rs.7/- sqft. i.e. Rs.75/- per sqm taking minimum width 0.6 m or actual whichever is higher.
- (iv) For paved portion @ Rs.100/- pr sqft. i.e. Rs.1075/- per sqm taking minimum width 1.00 m or actual whichever is higher.
- (v) For trenchless boring across the canal/drain/river/rivule/road @ Rs.1200/- per meter length for pipelines.

In case the Project Proponent fails to restore the existing canal/drain/river/rivulets/ground/road/banks/berms to its original position, restoration charges will be recovered from the Project Proponent at the rates specified above.

- 2.2.1 The amount for Bank Guarantee against restoration shall be reviewed every five years.
- 2.2.2 The Bank Guarantee, as a security against satisfactory restoration of sites, shall be valid for a period of one year over and above the project completion period. In case of time-over runs for completion of the works, the Bank Guarantee shall be renewed/ got extended by the applicant corresponding to the revised completion period + 1 year. The Project Proponent shall obtain formal permission for time-extension from the competent authority.
- 2.2.3 The Project Proponent shall report satisfactory completion of restoration of related work sites, which shall be visited/ ascertained by a representative of the Competent Authority within a period of 15 days of such report. Thereafter, the Bank Guarantee shall be discharged to the Applicant within 15 days from the date of inspection thereof or 30 days of submission of the request subject to such restoration works having been carried out to the satisfaction of the said authority.
- 2.2.4 The Project Proponent may provide the BG, as applicable for a stretch over which the work is proposed to be undertaken and roll the same over to each of the subsequent stretches, subject to the validity of such BG for the period of execution + 1 year.
- 2.2.5 In case the work contemplated by the Project Proponent is not completed to the satisfaction of the Competent Authority granting the permission, the Competent Authority may extend the completion period as deemed appropriate, along with extension in Bank Guarantee. Where the applicant fails to meet his performance obligations in this behalf within the agreed time-frame, the Competent Authority may en-cash the Bank Guarantee and undertake restoration of the site on its own at the risk and cost of the applicant.

2.3 Caution Money

- 2.3.1 In case of bridges and roads, when the proposed works are allowed to be carried out by the applicants themselves, following charges shall be levied from them: -

Sr. No.	Type of Canal/ Drain	Caution Deposit	Supervision & other Departmental charges	One time capitalized charges to cover O&M of the canal/ drain at the crossing point
1.	Canals/ drains with discharge upto 350 Cs.	Rs.1.00 lac	10% of estimated cost subject to minimum Rs.25,000/-	10% of estimated cost subject to minimum Rs.1.00 lac.
2.	Canals/ drains with discharge more than 350 Cs.	Rs.5.00 lacs	10% of estimated cost subject to minimum Rs.50,000/-	10% of estimated cost subject to minimum Rs.2.00 lacs.

TABLE-3

50% of the caution deposit shall be refunded after satisfactory completion of the work and restoration of the canal/drain/river/rivulet at the construction site and the remaining 50% shall be non-refundable and to be kept by the Department as a security till the works remains in position.

- 2.3.2 In case the work is decided to be executed by the Irrigation and Water Resources Department at the cost of the applicant, supervision/ Departmental charges shall be charged @ 27 ½% instead of 10% as specified in Table 2.1 in addition to the actual cost of the work except however in case of the Government Departments/ undertakings where the Departmental charges shall be levied as per the instructions issued separately by the Government of Haryana.

Annexure-E

Documents to be attached with the Application

1. Two sets of the proposed route layout plan drawings clearly indicating the locations of bridges/roads/pipelines etc. for which the permission is being sought.
2. Time schedule (stretch-wise) for completion of the work and investment.
3. Indemnity bond to indemnify IWRD, Haryana in the prescribed format against (i) any liability for the damage caused to the infrastructure laid by the applicant for any reasons, and (ii) claims against any accidents on account of the infrastructure laid/ facilities installed or against any claims thereafter during the period of Operation & Maintenance of such infrastructure at all times.
4. Undertaking to pay all the applicable charges and the Performance Bank Guarantee, as specified in the Schedule of Charges (Annexure -D) to IWRD, Haryana without any default;
5. Undertaking to maintain the infrastructure facilities in good and safe condition at all times during the O&M period.
6. Undertaking to execute an Agreement with the competent authority.
7. Undertaking to re-lay/ re-align the infrastructure works at its own cost in the event of requirement of the area for augmentation of public services e.g. widening of roads, pedestrian walkways, water supply and distribution network, sewage/ drainage network etc.);
8. Undertaking to abide by the terms and conditions of grant of permission and adherence to the technical standards as specified in the policy para no. 4.
9. Technology/ method proposed to be used for construction/laying of proposed works.
10. Specific area details (in sq m/ running metre) required for the structures for which land is proposed to be taken on lease;
11. Dimensions (depth, length and width) of the area proposed to be used for RoW/RoU for construction/ laying of works.
12. Two sets of the Structural Drawings of proposed structure with complete details including the specifications of foundation, design parameters, dimensions and type of construction along with a structural safety certificate as prescribed.
13. In case, the government land to be used has been notified by the forest Department or falls under reserve forest area, then a clearance certificate from forest Department shall be submitted by the applicant.
14. Clearance certificates from all concerned Departments like Forest Deptt., NHAI, Mining Department, PWD(B&R) etc.
15. An Undertaking from the individual or group of farmers that the proposed structure will not be used for any commercial activity at any stage or time.
16. In case, project for which permission is sought under policy, involves land other than Government land, proof of ownership of balance land and other relevant Government approvals shall be submitted by the applicant.

From

The Commissioner & Secretary to Govt. Haryana,
Irrigation and Water Resources Department.



To

The Engineer-in-Chief,
Irrigation and Water Resources Department, Haryana,
Sinchai Bhawan, Sector-5, Panchkula.

Memo No:- 1IW-450008/54/2023-Delhi WS Division Delhi

(Comp.No.1036688)

Dated Chandigarh, the December, 2023

Subject:-

Grant of Permission to Design Promoters Pvt. Ltd. for construction of 15 Mtr. wide road within right of way of Diversion Drain No. 8 from RD 25100 to 25900 left side at its own cost falling within the Revenue Estate of village Kundli, Sector-58, Tehsil Rai & District Sonapat, Haryana.

Reference to your online file No IWRD- 450008/54/2023-Delhi WS Division Delhi -Irrigation & WR Department (Comp.No.1036688) on the subject noted above.

Government has accord NOC/ Permission to Design Promoters Pvt. Ltd. for construction of 15 Mtr. wide road within right of way of Diversion Drain No. 8 from RD 25100 to 25900 left side at its own cost falling within the Revenue Estate of village Kundli, Sector-58, Tehsil Rai & District Sonapat, Haryana with the following terms & conditions:-

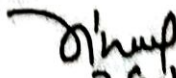

1. The Design Promoters Pvt. Ltd. shall deposit all applicable charges i.e. Processing Fees, Caution Deposit etc. before execution of the work as per amended "Policy guidelines for considering the proposals of private/Govt./Public Sector bodies/undertakings for allowing construction of Road Bridges, Roads and laying of various utility lines (pipelines/cables etc.) across/along the canals/ drains and rivers/rivulets of Irrigation and Water Resources Department, Haryana". The 50% of the caution deposit shall be refunded after satisfactory completion of the work and restoration of the canal/drain/river/rivulet at the construction site and the remaining 50% shall be non-refundable and to be kept by the department as security till the works remains in position.
2. All the fundamental rights in respect of the channels land will remain with Irrigation & Water Resources Department.
3. The ownership of channels land will remain with Irrigation & Water Resources Department.
4. The work should be executed during non-rainy season.
5. The bottom level of the slab must be kept at least 2.50 feet above the designed FSL of Channels.
6. Suitable protective measures should be provided toward escape/canal/drain side to prevent accident.
7. To approach the channels banks suitable ramps will be provided by the Design Promoters Pvt. Ltd..
8. The operation & maintenance of the bridge will be done by the Design Promoters Pvt. Ltd. in future.
9. The operation & maintenance of bridge, road & channels in this stretch and protection measures will be taken by Design Promoters Pvt. Ltd. during execution of work and for all times to come.
10. The NOC would be one time and for this particular work only.
11. In case of any breach occurred in the bank, the Design Promoters Pvt. Ltd. shall be responsible for restoration of any damages arising thereof at their own cost.
12. All the temporary structures, dismantled material, debris/muck shall be removed by Design Promoters Pvt. Ltd. within 72 hours at their own cost. After completion of work, the excavated pit will be brought to its original shape and the loose earth work should be compacted properly by the Design Promoters Pvt. Ltd..
13. The Design Promoters Pvt. Ltd. will tender an affidavit in the respect that they will bear the loss caused due to any damage to Irrigation & Water Resources Department property and its consequential effects.
14. The cost of widening/construction of bridge will be borne by Design Promoters Pvt. Ltd. and in case widening of channel is required in future, Design Promoters Pvt. Ltd.

HOD (Credit) & PD
HIRM, Hry, Panchkula
Diary No. 29/12/2023
Dated. 29/12/2023

EIC
EIC HOD (S)

C.E./WS(S)
29/12

- will abide by the directions of the Irrigation & Water Resources Department and will not make claim of any type. The affidavit in this regard be obtained from Design Promoters Pvt. Ltd. before start of the work.
15. Any mishap/losses or any adverse results if occurred as consequences of this bridge, the Design Promoters Pvt. Ltd. will be held responsible for the same and Irrigation & Water Resources Department will not pay anything on this account.
 16. In case of any eventuality during the course of execution of work, the responsibility will rest upon Design Promoters Pvt. Ltd..
 17. The work should be carried out under the supervision of the Irrigation & Water Resources Department.
 18. Irrigation & Water Resources Department reserves the right to withdraw the permission if at a subsequent date it is found that permission is not as per rules or against the interest of irrigation.
 19. The detailed design and drawings of proposed bridge be got countersigned from concerned Superintending Engineer of Irrigation & Water Resources Department in lieu of checking of hydraulic parameters.
 20. After approval of the proposal by the competent authority, an agreement shall be executed by the concerned DCO/XEN on behalf of the Governor of Haryana with applicant stipulating all the terms & conditions to safeguard the interest of the department as per the terms of policy.
 21. The Design Promoters Pvt. Ltd. will be bound to shift the bridge, road etc. in the interest of department, if required at later stage and will not claim any compensation on this account.
 22. The Design Promoters Pvt. Ltd. will be bound to raise the road level if required by the Irrigation & Water Resources Department at later stage. No compensation shall be given to Design Promoters Pvt. Ltd. on account of this.
 23. Any extra land, if required, the same is to be acquired/arranged by Design Promoters Pvt. Ltd. at their own cost/level.
 24. The Design Promoters Pvt. Ltd. will bound to follow the instructions of the Irrigation & Water Resources Department regarding the safety of the channel etc.
 25. Any encroachment on this land shall be removed by Design Promoters Pvt. Ltd. and Irrigation & Water Resources Department will not be responsible for the same.
 26. If there is any legal action regarding any encroachment, the Design Promoters Pvt. Ltd. will defend the same in court and Irrigation & Water Resources Department will not be a party to the same.
 27. If Irrigation & Water Resources Department shall require any change/modification /alteration on the escape/canal then Design Promoters Pvt. Ltd. will bound to shift/dismantle the bridge/road and no compensation or any charges will be paid to Design Promoters Pvt. Ltd..
 28. The Design Promoters Pvt. Ltd. will abide by all the terms & conditions of the notified policy and fulfill all the formalities as per notified approved policy before execution of work.
 29. The department officers/officials as well as the department vehicles be allowed uninterrupted movement by the Design Promoters Pvt. Ltd. authorities, without any toll fee expenses.
 30. The applicant will be responsible for taking no objection certificate from any other department, if required, the construction of road by them.
 31. The applicant will ensure provision of safety of left bank of DD No. 8 from RD 25100 to RD 25900 i.e. where road is constructed by them.


 28.12.2023
 Dy. Superintendent, Irrigation (Works),
 for Commissioner & Secretary to Govt. Haryana,
 Irrigation and Water Resources Department


IN THE COURT OF LD. CIVIL JUDGE (SR.
DIVN.)/VACATION JUDGE, SONEPAT.

1. Mukesh
2. Devender
3. Satish sons of Sh. Ram Sarup
4. Sube Singh son of Sh. Ishwar Singh all residents of village Nangal Kalan, Sub Tehsil Rai, District Sonapat.
5. Kisan Uday Samiti, through its authorized representative/signatory Sh. Omkar S/o Sh. Megh Raj R/o VPO Nangal Kalan, Sub Tehsil Rai, District Sonapat

... Plaintiffs

Versus

- 1 M/s TDI Infrastrutture Pvt. Ltd. office at TDI Mall, Kundli, District Sonapat through its Managing Director/authorized signatory.
- 2 M/s Design Promoters Pvt. Ltd., through its registered office at UG Floor, Vandana Building, 11, Tolstoy Marg, New Delhi-110001, through its authorized signatory/Managing Director
- 3 Haryana Canal and Drainage Department, Shyamanath Marg, Delhi-54, through its XEN.
- 3-A. Haryana Irrigation Department, Shyamanath Marg, Delhi-54, through its XEN
- 3-B. Irrigation and Water Resource Department, Haryana, Sinchai Bhawan, Sector-5, Panchkula, through its Chief Engineer/authorized signatory/person.

4 State of Haryana, through its
Collector, Sonapat.

...Defendants

**SUIT FOR PERMANENT INJUNCTION U/S 37 AND 38
OF S.R.ACT**

Sir,

The Plaintiffs respectfully
submits as under:-

- 1- That the plaintiffs no.1 to 4 and
authorized signatory of plaintiff no.5
are the inhabitants of the village
Nangal Kalan, Sonapat and they have
every right to file the present suit in
their personal capacity as well as in
public interest U/s 91 of the Civil
Procedure Code because the land of the
plaintiffs no.1 to 4 are exists towards
the northern side of drain in dispute
bearing no.8, Kundli, Sonapat and the

plaintiff no.5 is the registered society of farmer etc of nearby villages Nangal Kalan, Rasoi, Nathupur, Manoli, Bhairabankipur, Khurampur and Atterna, where the drain used to pass and all the famers of above said villages directly effected from the said drain no.8 because the plaintiffs and other inhabitants of the village Nangal Kalan and above said villages used to take out the rainy over flow water of their fields through the above said drain no.8, so the plaintiffs have every right to file the present suit in their personal rights/capacity as well as for the interest of public at large u/s 91 CPC and an separate application U/s 91

CPC in this regard is being filed along with the plaint.

2- That Sh. Omkar has been authorized by the plaintiff no.5 to file and pursue the present suit because he is well conversant with the facts of the case so he is competent to file and pursue the present suit on behalf of the plaintiff no.5.

3- That the plaintiffs no.1 to 3 are co-owners of total land measuring 38K-18M, comprised in Khewat No.377/352, Khata no.434, situated within the revenue estate of village Kundli, Tehsil and District Sonapat and the plaintiff no.4 is also co-owner of land measuring 18K-9M, comprised in Khewat No.379, Khata

No.436 and land measuring 11K-0M, comprised in Khewat No.380, Khata No.437, both the lands are situated in village Kundli, Sub Tehsil Rai, District Sonapat.

- 4- That there is a drain no.8 towards the southern side of above said land of the plaintiffs and the plaintiffs and other inhabitants of the village Nangal Kalan, Rasoi, Nathupur, Manoli, Bhairabankipur, Atterna and Khurampur used to take out the rainy over flow water of their fields through the above said drain no.8 so that the crops of the land of the plaintiffs may be saved from overflow water and the water of the said drainage used to fall in Yamuna link which exists in village Khurampur, Sonapat. The said

drain no.8 leads from Gohana to Khurampur Yamuna Link.

- 5- That the defendants or any other persons have no right to encroach upon the said drain no.8 by way of construction or in any manner and even otherwise also as per the Drain and Canal Act no one including the defendants have right to raise any kind of construction of road after demolishing of any drain or to encroach upon such drain for giving benefit to any other person/company. Moreover the said drain no.8 is only source to pass out the rainy/waste water of the above said Nangal Kalan etc.
- 6- That the defendants no.1 and 2 in collusion with remaining defendants want

to encroach upon approximately 25' area of drain no.8 in width from letters A to D and B to C as shown in red colour in the attached site plan by way of raising construction of road or in any manner and for this, the defendants no.1 and 2 are collecting the raw material on the spot including soil/earth and also cut off many trees which are existed on the drain no.8 for the set up of their commercial activities as the land of the defendant no.1 and 2 exists in northern side of drain no.8 and in case if the defendants no.1 and 2 succeed in their evil design, the plaintiffs and other general public including will suffer an irreparable loss and injury which cannot be compensated in any manner as the

width of the said drain will be decrees and due to this the rainy overflow water could not be removed from the field so that this water will be entered into the above said villages Nangal Kalan etc. which exists nearby drain no.8. In this regard the plaintiffs moved several complaints to the various authorities, but as the defendants no.1 and 2 are having linked up to the higher authorities, so no action has been taken against the defendants no.1 and 2.

7- That the plaintiffs requested the defendants no.1 and 2 many a times not to encroach upon any portion of drain no.8 by way of raising construction of road or in any manner in collusion with the defendants no.3 and 4, but the

defendants are adamant and on dated 21.5.2024 they have finally refused to admit the genuine request of the plaintiffs.

8- That the cause of action has arisen to the plaintiffs finally on 21.5.2024, when the defendants have refused to admit the genuine request of the plaintiffs.

9- That the defendants no.3 and 4 are the government authority, which are required to be served with a Legal notice U/S 80 CPC, but the suit of the plaintiffs is of quite urgent and emergent nature and as such, the plaintiffs have been left with no time to serve any legal notice and hence an application for seeking

permission to file the present suit without serving legal notice to the defendant no.3 and 4 is also being filed with the plaint. A separate application along with affidavit is attached herewith in this regard with the plaint.

10- That there have been no previous proceedings with regard to the matter in dispute pending between the parties in any court of law.

11- That the drain in dispute bearing no.8 is situated in village Kundli, Sonapat, within the territorial jurisdiction of this Hon'ble Court, therefore, this Hon'ble Court has got jurisdiction to entertain and try the present suit.

12- That the value of the suit for the purposes of court fees and jurisdiction is assessed at Rs.400/- on which a prescribed court fees of Rs. 50/- is duly affixed on the plaint.

It is, further prayed that a decree of permanent injunction, thereby restraining the defendants no.1 and 2 from encroaching upon the approximately 25' area of drain no.8 in width from letters A to D and B to C as shown in red colour in the attached site plan or any other portion of drain no.8 by way of raising construction of road or in any manner, may kindly be passed in favour of the plaintiffs and against the defendants no.1 and 2.

Cost of the suit together with such other- relief which this Hon'ble Court deems fit & proper may also kindly be granted to the plaintiffs.

VERIFICATION:

Verified that the contents of the above plaint from paras No.1 to 9 & 12 are true and correct to the best of my knowledge and paras No.10 & 11 to our belief and last para is a prayer clause to this Hon'ble court.

Plaintiffs

1. Mukesh
2. Devender
3. Satish sons of Sh. Ram Sarup
4. Sube Singh son of Sh. Ishwar Singh all residents of village Nangal Kalan, Sub Tehsil Rai, District Sonapat.
5. Kisan Uday Samiti, through its authorized representative/signatory Sh. Omkar S/o Sh. Megh Raj R/o VPO Nangal Kalan, Sub Tehsil Rai, District Sonapat

VERIFIED AT SONEPAT

Through Counsel:-

ON
20/11/20

20/11/20

Sube Singh

Sube Singh

25' area of drain no.8 in width from letters A to D and B to C as shown in red colour in the attached site plan or any other portion of drain no.8 by way of raising construction of road or in any manner and for this, the defendants no.1 and 2 are collecting the raw material on the spot including soil/earth and also cut off many trees which are existed on the drain no.8 for the set up of their commercial activities as the land of the defendant no.1 and 2 exists in northern side of drain no.8 and in case if the defendants no.1 and 2 succeed in their evil design, the plaintiffs and other general public including will suffer an irreparable loss and injury which cannot be compensated in any manner as the width of the said drain will be

decrees and due to this the rainy overflow water could not be removed from the field so that this water will be entered into the above said villages Nangal Kalan etc. which exists nearby drain no.8. In this regard the plaintiffs moved several complaints to the various authorities, but as the defendants no.1 and 2 are having linked up to the higher authorities, so no action has been taken against the defendants no.1 and 2.

3. That the plaintiffs have got a prima facie good case and the balance of convenience is also in his favor.

It is, therefore, prayed that an ad-interim order of injunction restraining the defendants no.1 and 2 from encroaching upon the approximately 25' area of drain no.8 in width from letters A to D and B to C as shown in red colour in the attached site plan or any

other portion of drain no.8 by way of raising construction of road or in any manner, may kindly be passed in favour of the plaintiffs and against the defendants no.1 and 2 till the final decision of the suit, in the interest of justice.

Verification**Applicants/Plaintiffs**

Verified that the above contents of the application are true and correct to the best of our knowledge and belief and last para is prayer clause.

1. Mukesh
2. Devender
3. Satish sons of Sh. Ram Sarup
4. Sube Singh son of Sh. Ishwar Singh all residents of village Nangal Kalan, Sub Tehsil Rai, District Sonapat.
5. Kisan Uday Samiti, through its authorized representative/signatory Sh. Omkar S/o Sh. Megh Raj R/o VPO, Nangal Kalan, Sub Tehsil Rai, District Sonapat

Verified at Sonapat.

ON:-

3/4/11
9-7-11

atp.
Jae Singh

20/11/11
20/11/11

Satish
Sube Singh