

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

**ORIGINAL APPLICATION NO. 706 OF 2022**

**IN THE MATTER OF:**

**ASGAR AHMAD NAJAR**

**...APPLICANT**

**Versus**

**MINISTRY OF ENVIRONMENT, FOREST AND  
CLIMATE CHANGE & ORS.**

**...RESPONDENTS**

**INDEX**

<b>S. No.</b>	<b>Particulars</b>	<b>Page No.</b>
1.	Reply on behalf of Respondent No. 8 i.e. ABCI Infrastructure Pvt. Ltd. alongwith supporting affidavit	1-27
2.	<b>Annexure R-8/1:</b> True Copy of the Board Resolution dated 10.11.2022	28
3.	<b>Annexure R-8/2:</b> True Copy of Letter of Acceptance dated 18.12.2019 issued by IRCON to Respondent No. 8	29-30
4.	<b>Annexure R-8/3(Colly):</b> True Copy of Letter granting Consent to Establish dated 08.02.2021, and Consent to Operate dated 26.03.2021 and 18.04.2022	31-36
5.	<b>Annexure R-8/4:</b> True Copy of the Maps and the details of land acquired by Northern Railways for the purpose of execution of Tunnel T-77 D	37-41

6.	<b>Annexure R-8/5:</b> True Copy of Police Complaint dated 26.02.2021 filed by the Respondent No. 8 to SHO, Police Station, Dist. Ramban, J&K	42
7.	<b>Annexure R-8/6(Colly):</b> True Copies of the Work Order issued by the Respondent No. 8 and the Account Statement of the Applicant in the books of the Respondent No. 8	43-54
8.	<b>Annexure R-8/7(Colly):</b> True Copy of joining report and wages register of Applicant and his brothers	55-60
9.	<b>Annexure R-8/8:</b> True Copy of Letter dated 27.06.2022 addressed to 'IRCON' by the Respondent No. 8	61
10.	<b>Annexure R-8/9(Colly):</b> True Copy of order dated 23.07.2022 passed by 'Munsif Court' along with its true typed copy	62-67
11.	<b>Annexure R-8/10:</b> True Copy of Letter dated 08.07.2022 addressed to IRCON by the Respondent No. 8	68
12.	<b>Annexure R-8/11(Colly):</b> True Copy of NoC's issued by various authorities/ local bodies in respect of establishment of operation of batching plant at the Project site	69-79
13.	<b>Annexure R-8/12(Colly):</b> True Copy of Letter dated 28.06.2022 addressed by IRCON to Superintendent of Police, Banihal	80-85
14.	<b>Annexure R-8/13 (Colly):</b> Coloured photographs of sedimentation tank	86-89

15.	<b>Annexure R-8/14:</b> True Copy of recent Test Reports of approved laboratory	90-92
16.	<b>Annexure R-8/15:</b> True Copy of the Order dated 15.07.2022 passed by the Court of Judicial Magistrate, First Class, at Banihal	93-104
17.	<b>Annexure R-8/16(Colly):</b> Coloured photographs showing protection work done at dumping grounds by the Respondent No. 8	105
18.	Vakalatnama	106

*Karan*

**KNM & Partners Law Offices**  
Vijay Nair/ Manoranjan Sharma/ Karan Rajpurohit  
Counsels for the Respondent No. 8  
1<sup>st</sup> Floor, The Great Eastern Centre,  
70, Nehru Place, New Delhi-110019  
Mob: +91-9717591156; Email: [msharma@knm.in](mailto:msharma@knm.in)

Dated: 03.12.2022  
Place: New Delhi

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

ORIGINAL APPLICATION NO. 706 OF 2022

IN THE MATTER OF:

ASGAR AHMAD NAJAR

...APPLICANT

Versus

MINISTRY OF ENVIRONMENT, FOREST AND  
CLIMATE CHANGE & ORS.

...RESPONDENTS

REPLY ON BEHALF OF RESPONDENT NO. 8, i.e. ABCI  
INFRASTRUCTURE PVT. LTD.

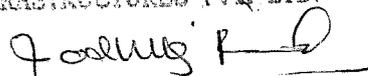
MOST RESPECTFULLY SHOWETH:

This reply on behalf of the Respondent No. 8 is being filed through Mr. Jodhraj Baid, who is well acquainted with the facts of the case, based on the records maintained by the Respondent No. 8 in its ordinary course of business. Mr. Jodhraj Baid has been duly authorised vide Board Resolution dated 10.11.2022. True Copy of the Board Resolution dated 10.11.2022 is annexed hereto and marked as Annexure R-8/1.

PRELIMINARY OBJECTIONS & SUBMISSIONS:

1. At the outset, it is submitted that the present Original Application is an ill-motivated action and is filed with malafide intent and without any basis. The captioned Application has been filed by the Applicant with a malafide intention to settle his personal score with the Answering Respondent. The Applicant

For ABCI INFRASTRUCTURES PVT. LTD.



has knowingly made false and incorrect statements and is perpetuating a fraud on this Hon'ble Tribunal only in order to harass the Answering Respondent without any basis. The Original Application is, therefore, liable to be dismissed with heavy costs.

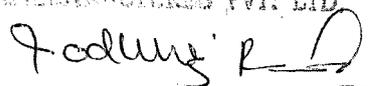
2. That the Applicant has filed the captioned Application under Section 18 of the National Green Tribunal Act, 2010 ("**NGT Act**") read with Rule 8 of the National Green Tribunal (Practice and Procedure) Rules, 2011, alleging *inter alia* that the Respondent No. 8 ("**Answering Respondent**") and the Respondent No. 7 have violated various laws and rules relating to environment. The Applicant has further contended that the Answering Respondent, under the aegis of the 'IRCON', has installed a batching plant (Cement concrete USBRL Project T-77 D Tunnel) at Village Channar, Bankoot, District Ramban, Jammu & Kashmir which is emitting highly toxic chemicals and discharging waste material directly over the lands of the Applicant, nearby pathways, streets, etc. It is further alleged that due to emission of chemicals and discharge of waste material, the flora and fauna including agricultural land in the adjoining area is getting damaged. However, there is neither any truth in the above allegations nor any evidence in support of the aforesaid contentions and allegations of the Applicant. Therefore, the captioned Original Application is liable to be dismissed outrightly with heavy costs.

For ABCI INFRASTRUCTURES PVT. LTD.



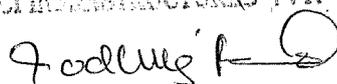
3. That the allegations made in the captioned Application under reply are baseless and are frivolous and vexatious in nature, therefore the Application under reply deserves summary dismissal, with imposition of costs on the Applicant in accordance with Section 23 (2) of the NGT Act.
4. That the Applicant has not approached this Hon'ble Tribunal with clean hands and has not disclosed his past relationship/ association with the Answering Respondent, which deliberate concealment evidences the malafide intention behind filing of the present Application. The factual submissions set out below demonstrate the hollowness of the allegations contained in the Application and shall amply demonstrate the falsity in the claims of the Applicant and his attempt to deliberately victimise the Answering Respondent;
  - i. The Answering Respondent is a private limited Company engaged in construction and development works, which includes works of National and State Highways, Major & Minor Bridges of all kinds, Tunnels, Power Houses, Industrial Complexes, Buildings, etc. The Respondent No. 7, i.e., IRCON International Limited is a wholly owned subsidiary of the Indian Railways, Ministry of Railways, Government of India ('IRCON') and is also the principal employer of the Answering Respondent in the context of the project in question.

For ABCI INFRASTRUCTURES PVT. LTD.



- ii. On 05.07.2019, IRCON floated e-tender for construction of balance work for Tunnel T-77D on the western side of Bichelri River on Katra – Banihal Section of **Udhampur-Srinagar-Baramulla Railway Line Project** (“**USBRL Project**”). The Answering Respondent was the successful bidder and was therefore, awarded the tender for the USBRL Project. In regard to the above, IRCON issued a letter of acceptance dated 18.12.2019 in favour of the Answering Respondent. Copy of Letter of Acceptance dated 18.12.2019 is annexed hereto and marked as **Annexure R-8/2**.
- iii. It is submitted that the Northern Railways and IRCON have taken up the Project of USBRL since, the year 2000 for linking of **Udhampur Srinagar Baramulla Railway Line** for connecting the Union Territory of Jammu & Kashmir with the rest of country. In this regard, lands were acquired by the Northern Railways and from the year 2000, several projects had been accomplished in this line of USBRL. All the necessary acquisitions, NOC's, Environmental Monitoring, Geological Surveys, Construction Consultation with DDC, Compensation for the land acquisition and damages, if any, recorded thereof had been taken care of properly.

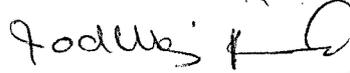
For ABCI INFRASTRUCTURES PVT. LTD.



Director

- iv. Moreover, before initiating the work at the Project site, the Answering Respondent during the year 2020-2021 obtained all necessary approvals, permissions, sanctions from the government authorities, local bodies including local residents of the areas nearby the USBRL Project site, including the Applicant. It is submitted that in addition to the NoC's of various authorities, the Answering Respondent also applied and received permissions/sanctions from the 'Jammu Kashmir Pollution Control Board', i.e., the Respondent No. 2. It is submitted that vide letter dated 08.02.2021, the Respondent No. 2 granted permission, i.e., Consent to Establish the 'Batching Plant' (Cement Concrete). Furthermore, the Consent to Operate was also renewed timely on 26.03.2021 and 18.04.2022. Copy of Letter granting Consent to Establish dated 08.02.2021, and Consent to Operate dated 26.03.2021 and 18.04.2022 are annexed hereto and marked as **Annexure R-8/3 (Colly.)**.
- v. That only upon getting all necessary permissions, sanctions and approvals, the Answering Respondent installed the Batching Plant on the land acquired by the Northern Railways for the purpose of execution of Tunnel T-77D, i.e., **Udhampur-Srinagar-Baramulla Railway Line Project**, which is of national importance. Copy of the

For ABCI INFRASTRUCTURES PVT. LTD.



Director

Maps and the land details are annexed hereto and marked as **Annexure R-8/4**.

- vi. It is pertinent to mention that the Applicant and his brothers have been causing regular nuisance at the project site. The Answering Respondent had also filed a police complaint on 26.02.2021 to the SHO, Banihal Police Station, District Ramban, Jammu & Kashmir in this regard. In fact, even on the date of filing of the police complaint, the Applicant and his brothers entered the project site and stopped work at South Portal Office near the Batching Plat area. Copy of Police Complaint dated 26.02.2021 is annexed hereto and marked as **Annexure R-8/5**.
- vii. It is pertinent to mention that the USBRL Project has benefitted locals at large, as most of the workers including contractors and sub-contractors are employed from the nearby areas of the project site. It is pertinent to mention that even the Applicant herein was employed at the said Project, who supplied vehicle on a monthly hire-charges basis and also executed some miscellaneous works in the capacity of sub-contractor of the Answering Respondent. It is submitted that vide work order dated 15.11.2021, the Answering Respondent awarded work to the Applicant for construction of cement store sheds at south portal chanar at T77D Bankoot-Banihal and other miscellaneous works.

Copies of the work order issued by the Answering Respondent and the Account Statement of the Applicant in the books of the Answering Respondent are annexed hereto and marked as **Annexure R-8/6 (Colly.)**.

- viii. In addition to the above, three brothers of the Applicant were also employed with the Answering Respondent. The details are mentioned below;

S. No.	Name	Designation	Date of Appointment	End date of Service
1	Aijaz Ahmed Najar	Batching Plant Attendant	01-05-2021	02-09-2022
2	Manzoor Ahmed Najar	Driver	16-11-2020	15-03-2022
3	Javeed Ahmed Najar	Driver HMV	05-04-2021	02-07-2022

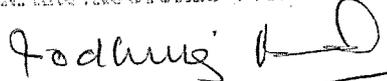
Copy of joining report and wages register are annexed hereto and marked as **Annexure R-8/7 (Colly.)**.

- ix. While being in contractual employment with the Answering Respondent, the Applicant and his brothers on various occasions caused hinderances in the execution of the Project work by forcibly closing batching plant and dewatering at South Portal. Moreover, the Applicant and his brothers had not just stopped the work at the Project site, but also made unnecessary demands and

blackmailed the officials of the Answering Respondent. Being aggrieved by the illegal acts and actions of the Applicant and his brothers, the Answering Respondent also approached the principal employer i.e., IRCON vide letter dated 27.06.2022. Copy of Letter dated 27.06.2022 addressed to 'IRCON' is annexed hereto and marked as **Annexure R-8/8**.

- x. That when the Applicant and his brothers continued harassing the officials of the Answering Respondent and caused nuisance at the Project site, the Answering Respondent being left with no other option approached the 'Munsif Court' at Banihal on 29.06.2022 and filed a Civil Suit for permanent prohibitory injunction alongwith an application under Order XXXIX Rule 1 & 2 CPC, against the Applicant. It is pertinent to mention that the 'Munsif Court' at Banihal while considering the application of the Answering Respondent, vide order dated 23.07.2022 directed the non-applicants i.e., the Applicant herein and his brothers to refrain themselves from interfering, trespassing in the construction of Railway Tunnel at T-77D, Bankoot Tehsil, Banihal District, Ramban. Copy of order dated 23.07.2022 passed by 'Munsif Court' along with its true typed copy is annexed hereto and marked as **Annexure R-8/9 (Colly.)**.

For ABCI INFRASTRUCTURES PVT. LTD.



Director

- xi. It is apposite to mention that on 08.07.2022, the Applicant along with his brothers once again trespassed the project site and forcibly closed the batching plant and stopped dewatering, which caused considerable damage to the ongoing tunnelling work. Therefore, the Answering Respondent once again sought intervention of its principal employer i.e. IRCON, vide letter dated 08.07.2022 and requested for their assistance for smoothly carrying out the work at T-77 D Tunnel. Copy of Letter dated 08.07.2022 addressed to IRCON is annexed hereto and marked as **Annexure R-8/10**.
- xii. In the aforesaid background, the Answering Respondent is placing reliance on the 'No Objection' letter dated 06.07.2021, signed by the local residents of Village Chanar Bankoot including their Sarpanch for Operating Temporary Batching Plant. It is pertinent to note here that Applicant is signatory to the said 'No Objection' letter dated 06.07.2021. It is submitted that not just the local residents of the area situated near the Project site, but also various other local bodies, authorities such as i.) Block Medial Office, Banihal, ii.) Block Development Officer, Banihal, iii.) Office of Chief Education Officer, Ramban, iv.) Chief Medical Officer, Ramban, v.) Office of Range Officer, Forest Range, Banihal, vi.) Office of Zonal Education Officer, Banihal; etc. have granted the NoC's

for temporary establishment and operation of Batching Plant at the Project site. Copy of NoC's are annexed hereto and marked as **Annexure R-8/11 (Colly.)**.

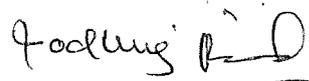
xiii. That the principal employer of the Answering Respondent, i.e., IRCON also wrote letters dated 18.05.2022 and 28.06.2022 to the office of the Superintendent of Police, District Police Office, Ramban Dist., Ramban for taking action against the Applicant and his brothers for causing regular hinderance in execution of work at Project site. Copy of Letter dated 28.06.2022 addressed by IRCON to Superintendent of Police, Banihal is annexed herewith and marked as **Annexure R-8/12 (Colly.)**.

5. In the aforesaid background, it is submitted that the Answering Respondent has been working in strict adherence with the provisions of the Environment Protection Act, 1986 and all the applicable rules and regulations have been followed in letter and spirit, till date. No violations affecting Environmental Act has been committed till date, whether it be by the Northern Railways, IRCON and the Answering Respondent.
6. Moreover, the Answering Respondent has followed proper procedures related to Engineering, Design, Safety hazards, Pollution and Environment and the work carried on by the Answering Respondent is constantly monitored by the Northern

Railways and IRCON from time to time. It is further submitted that proper procedures have been followed in the establishment of Batching Plants and other Environmental Monitoring Units after the due consent from the competent authorities.

7. The contention of the Applicant that due to establishment of Batching Plant and Tunnelling works, adjoining lands have been damaged, is completely misplaced, baseless and incorrect. It is submitted that the Batching Plant is established and the tunnelling work is being executed on the land acquired by the Northern Railways for the purpose of execution of Tunnel T-77D.
8. That the allegations as to the creation of huge dumping grounds as claimed by the Applicant are baseless, as most of the dumping grounds lands has been acquired or leased by Northern Railways, IRCON or the executing agencies. Furthermore, the protection of dumping yards in the form of Gabion walls and stone masonry walls, drains had been constructed by the executing agencies in all dumping areas whichever, wherever necessary as reported from the ground with the consent/concern of the local authorities.
9. That the blasting work which had been carried out by the executive agencies in the whole stretch of USBRL Project has been carried out by the competent blasters, licensed by the competent authority and all the blasts had been taken as

For ABCI INFRASTRUCTURES PVT. LTD.



controlled blasts, for which proper permissions have been sought from the District Administration from time to time. In case of reports received within the limits of 125 metres from the centre line of alignment due to the impact of blast, the matter had been got immediately verified from the local administration and proper disposal of compensation for the damages, if any, have been addressed accordingly.

10. Furthermore, it is submitted that due to the excavation of the tunnels, the water seepage has been properly dewatered and no harmful chemicals are released, thus the Complaint filed by the Applicant against the Answering Respondent and IRCON is baseless. As per the requirements, the necessary sedimentation tank has been installed and the out coming water from the batching plant is passing through the said sedimentation tank and there is no question of there being no proper water disposal mechanism. It is submitted that outgoing water from Batching Plant is not passing through any pathways, any cultivated land but is being re-cycled and re-used by the Answering Respondent Coloured photographs of sedimentation tank are annexed hereto and marked as **Annexure R-8/13 (Colly.)**.
11. It is further submitted that effluent is being also tested from time to time from the approved laboratory and the test reports are sufficient to indicate that no toxic/ harmful disposal is contained

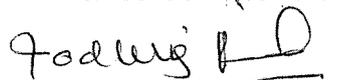
For ABCI INFRASTRUCTURES PVT. LTD.

  
Director

in the effluent. Copy of recent Test Reports are annexed hereto and marked as **Annexure R-8/14**.

12. That the Answering Respondent has installed the Batching Plant after the proper consent of local residents and Sarpanch of the local village, upon obtaining the NOC's. Thus, it is sufficient to conclude that the installed Batching plant is not causing any public nuisance. In fact, the Applicant is falsely claiming damage to the land and no proof in respect of the alleged damage has been produced by the Applicant. It is further submitted that all the necessary measures have been taken by the Answering Respondent while executing the Project and the Applicant has failed to establish any violation on the part of the Answering Respondent.
  
13. The Applicant has earlier made various attempts before approaching this Hon'ble Tribunal, to stop the work at the Project site, and one such incident is that the Applicant had filed a frivolous Suit before the Court of Judicial Magistrate, First Class at Banihal, seeking an order of permanent injunction against the Answering Respondent, however the said Suit was dismissed as no grounds were made out by the Applicant. Copy of the Order dated 15.07.2022 passed by the Court of Judicial Magistrate, First Class, at Banihal is annexed hereto and marked as **Annexure R-8/15**.

For ABCI INFRASTRUCTURES PVT. LTD.

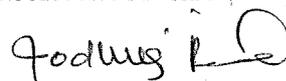
  
Director

14. As already mentioned above, the Northern Railway has acquired the said land measuring approx. 70 canals for the South Portal of T-77D, whereas the acquisition is totally for the purpose of Project work and there is no such institution by the name of Adnan Academy, Banihal School located in the acquired land area or its surroundings. It is submitted that the above said School is approximately 3-4 Kms. away from the said acquired land and the Anganwadi Centre is also not located in the acquired area or its near periphery. Therefore, the claim of Applicant regarding there being any damages to the pathways, streets or cultivated land is totally false and baseless.
15. At the cost of repetition, it is submitted that the Answering Respondent has taken all the necessary measures for water disposal and there are no harmful chemicals used for construction of Tunnel T-77D. Moreover, the slush is being properly disposed of in the approved dumping area as and when required. There is no pathway or public street running through the Northern Railway acquired land, which is totally meant for the purpose of Project work.
16. That the Applicant has approached the local administration for his Complaint regarding discharge of waste materials coming from Batching Plant. The local administration visited the spot alongwith the representatives of Pollution Control Board and found no violation by Answering Respondent or IRCON.

17. It is further submitted that the Answering Respondent has established its portal area on the acquired land of Northern Railways, which is not in any case public land or pathway or a public road. Moreover, the portal area has been acquired by Northern Railways right since 2004, thus this is not a newly developed or acquired area. As there are no pathways for the locals of the area through this acquired land, thus the claim of Applicant is false and baseless.
18. That the present Original Application is wholly misconceived, baseless, vexatious and scurrilous, which is unsustainable in the eyes of law and is liable to be dismissed out rightly. The Applicant has made several allegations against the Answering Respondent and IRCON without there being any material basis in support thereof. The Applicant has intentionally concealed material facts from this Hon'ble Tribunal with sole motive to malign and harass the Answering Respondent and as such the Original Application is liable to be dismissed with heavy costs in favour of the Answering Respondent.
19. That the prayers made in the captioned Original Application is not maintainable in the eyes of law, and the Applicant is not entitled to any relief as prayed for in the Application. In view of the above facts, the captioned Original Application is not maintainable and is liable to be dismissed with heavy costs.

**PARAWISE REPLY:**

For ABCI INFRASTRUCTURES PVT. LTD.



Director

- 1-2. That the contents of Para Nos. 1 & 2 of the Application describing details of Applicant and Non-Applicant are matters of record and need no reply.
3. That the memorandums and representations submitted by the Applicant are a matter of record and merits no reply. However, the allegations contained therein are denied for being false and baseless. It is clarified that in any of the memorandums and representations, the Applicant has failed to make out any case of violation of Environmental laws, against the Answering Respondent or IRCON.

**REPLY TO FACTS OF THE CASE:**

1. That the contents of Para No. 1 of the Application are admitted to the extent the same are matters of record, rest of the contents are wrong, false, baseless and hence denied. It is submitted that the contents of the Annexure A-14 submitted by the Applicant is not factually correct for the reason that the Batching Plant has been installed by the Answering Respondent on the acquired land of Northern Railways for the purpose of execution of Tunnel T-77D in USBRL Project, which is of great national importance. Moreover, as per the requirement, the necessary sedimentation tank has been installed and the out coming water from the batching plant is passing through the said sedimentation tank and being re-used hence, there is no question of there being no proper water disposal mechanism. The contents of the

For ABCI INFRASTRUCTURES PVT. LTD.

*For ABCI INFRASTRUCTURES PVT. LTD.*

Preliminary Objections/ Submissions may kindly be read as part and parcel of the present reply and the same are not repeated herein for the sake of brevity.

2. That the contents of Para No. 2 of the Application are wrong, false, frivolous, incorrect and the same are denied. It is submitted that the effluent is being got tested from time to time from the approved laboratory and the reports are sufficient to prove that no toxic/ harmful disposal is contained in the effluent. The contents of the Preliminary Objections/ Submissions may kindly be read as part and parcel of the present reply and the same are being not repeated herein for the sake of brevity.
3. That the contents of Para No. 3 of the Application are wrong and denied. The Applicant is required to be put to strict proof of the averments made in the corresponding para under reply. It is wrong and denied that the Batching Plant is operating against the norms of Water (Prevention and Controls of Pollution) Act, 1974. It is also denied that there is discharge of waste material over the lands of applicant, pathways or streets, which makes land unfit for cultivation. It is submitted at the cost of repetition that the Northern Railways has acquired the said land measuring approx. 70 canals for the South Portal of T-77D, whereas the acquisition is totally for the purpose of Project work and there is no Adnan Academy, at Banihal or Alam Shah Convent School located in the acquired land area or its surrounding. As stated above, the said School is approximately 3 - 4 Kms. away from the said acquired land and

even the Anganwadi Centre is not located in the acquired area or its near periphery. Therefore, the claim of Applicant regarding any damage to pathways and streets and cultivated land is totally false and baseless. The contents of the Preliminary Objections/ Submissions may kindly be read as part and parcel of the present reply and the same are being not repeated herein for the sake of brevity.

4. That the contents of Para No. 4 of the Application are wrong and denied in toto. It is submitted that the Applicant has taken all the necessary measures for water disposal and there is no harmful chemical used for construction of Tunnel T-77D. Even the slush is being properly disposed in the approved dumping area as and when required. There is no pathway or public street running through the Northern Railways acquired land, which is totally meant for the purpose of Project work. It is further submitted that the Annexure-7 as produced by the Applicant, i.e., an application addressed to Pollution Control Board, Ramban is also not factually correct. It is submitted that the Applicant has only raised false allegations against the Answering Respondent and IRCON without any basis or substance. The contents of the Preliminary Objections/ Submissions may kindly be read as part and parcel of the present reply also being not repeated herein for the sake of brevity.
5. That the contents of Para numbered as Para No. 6 of the Application is false and denied in toto. It is submitted that the

For ABCI INFRASTRUCTURES PVT. LTD.



Applicant has approached the local administration regarding his complaint regarding discharge of waste materials coming from Batching Plant. The local administration has visited the spot alongwith the representatives of Pollution Control Board and have found no violation due to the works being carried out by Respondents nos. 7 & 8. Therefore, there is no substance in the allegations raised by the Applicant and hence, the contents of this para are denied in toto.

6. That the contents of Para numbered as Para No. 7 of the Application is completely baseless and false and hence, denied in toto. As stated above, the consent has been granted by Pollution Control Board in favour of the Answering Respondent, after all the necessary site verifications and verification of records including NOC's acquired in this regard. Thus, there is no contravention of the standards. The contents of the Preliminary Objections/ Submissions may kindly be read as part and parcel of the present reply and the contents of the same are being not repeated herein for the sake of brevity.
7. That the contents of Para numbered as Para No. 8 of the Application is denied for being false and misleading. It is submitted at the cost of repetition that the Answering Respondent has established its portal area on the acquired land of Northern Railways which is not in any case the public land or pathways or the road. Moreover, the portal area has been acquired by Northern Railways since the year 2004, thus the said area is not

newly developed or acquired area. As mentioned above, the Anganwadi Centre is not located in the acquired area or its near periphery. Thus, the allegations of the Applicant in para under reply is baseless and without any proof. The contents of the Preliminary Objections/ Submissions may kindly be read as part and parcel of the present reply and the same are being not repeated herein for the sake of brevity.

8. That the contents of Para numbered as Para no. 9 is wholly misconceived, baseless and hence denied in toto. Allegations that the Applicant was criminally intimidated and threatened are vehemently denied. It is submitted that in respect of the allegations in the Application regarding water disposal from Batching Plant which is allegedly discharging the chemicals, the Applicant has annexed a baseless and questionable lab report, wherein there is no evidence of the sample taken from the said area and no communication has been addressed to IRCON or Northern Railway. The Village Chaukidar, Bankoot report is wrong and denied in view of the facts submitted above. The contents of the Preliminary Objections/ Submissions may kindly be read as part and parcel of the present reply also being not repeated herein for the sake of brevity.
9. That the contents of Para numbered as Para no. 10 & 11 are misconceived, baseless and hence denied in toto. The contents of the Preliminary Objections/ Submissions may kindly be read as part and parcel of the present reply also being not repeated herein

For ABCI INFRASTRUCTURES PVT. LTD.

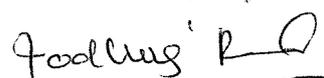
*For ABCI INFRASTRUCTURES PVT. LTD.*

for the sake of brevity.

### REPLY TO GROUNDS

1. In reply to Ground 1, it is submitted that the same is baseless and misconceived. It is submitted at the cost of repetition that the Northern Railway and IRCON have taken up the Project of USBRL, which is on national importance, since 2000 for linking of Udhampur-Srinagar-Baramulla Railway Line for connecting the UT of Jammu & Kashmir with the rest of country. Since the year 2000, several projects had been accomplished in this line of USBRL. All the necessary acquisitions, NOC's, Environmental Monitoring, Geological Surveys, Construction Consultation with DDC, Compensation for the land acquisition and damages, if any, have been taken care of and recorded properly. The Environment Protection Act 1986 has been followed in letter and spirit, till date. No violations affecting Environmental Act have been committed till date, whether it be by Northern Railways, IRCON or its executing agencies like AGE-Patel, Gammons, HCC, AFCONS, BCC, ABCI. Proper procedures related to Engineering, Design, Safety hazards, Pollution and Environment have been followed by all the executive agencies and are constantly being monitored by Northern Railways and IRCON from time to time.

For ABCI INFRASTRUCTURES PVT., LTD.

  
Director

2. In response to the Ground 2, the allegations therein are specifically denied. It is respectfully submitted that there is no contravention of the Rules 3 & 14 of Schedule I of the Environmental Protection Act. Proper procedures in the establishment of Batching Plants and other Environmental Monitoring Units have been followed and have been properly established after the due consent from the competent authorities. The captioned Application has been filed by the Applicant with a malafide intention to settle their personal score only.
3. In response to Ground 3, it is submitted that the Applicant has without any basis stated that land or property has been affected due to the establishment of Batching Plants and Tunnelling works. It is submitted that for the Tunnelling works, all the land acquisitions and damage compensation had been properly recorded by the Joint Inspection of local administration and the cases of compensation has been disposed of through the local administration. Therefore, the ground raised by the Applicant is false and frivolous and the captioned Application has been filed by the Applicant with a malafide intention to settle their personal score only.
4. In response to Ground 4, it is submitted that the contentions of the Applicant are baseless and hence denied. It is submitted that the matter related to the creation of huge dumping grounds as claimed by the Applicant is baseless as

most of the dumping grounds lands have been acquired or leased by Northern Railways, IRCON or the executing agencies. Furthermore, the protection of dumping yards in the form of Gabion walls and stone masonry walls, drains had been constructed by the executing agencies in all dumping areas, whichever and wherever necessary as reported from the ground with the consent/concern of the local authorities. Hence, there is no basis in the ground raised by the Applicant and, therefore the same is denied in toto. Coloured photographs showing protection work done at dumping grounds by the Answering Respondent is annexed hereto and marked as **Annexure R-8/16 (Colly.)**.

5. In response to Ground 5, while it is denied that due to blasting, the house of Applicant and other habitants have developed cracks. However, it is clarified that the blasting which had been carried out by the executive agencies in the whole stretch of USBRL Project has been carried out by the competent blasters, licensed by the competent authority and all the blasts have been carried out as controlled blasts for which proper permissions have been sought from the District Administration from time to time. In case of reports received within the limits of 125 metre from the centre line of alignment due to the impact of blast, the matter has been immediately verified from the local administration and proper

For ABCI INFRASTRUCTURES PVT. LTD.

  
Director

disposal of compensation for the damages, if any, is also addressed accordingly.

6. In response to Ground 6, it is respectfully submitted that there is no iota of truth in the allegations of the Applicant. However, in response to the ground raised, it is clarified that due to the excavation of the tunnels, the water seepage has been properly dewatered and no harmful chemicals are released, thus the Complaint filed by the Applicant is baseless.

#### **LIMITATION**

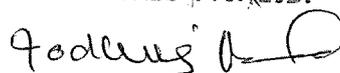
With respect to the limitation clause, it is submitted that the captioned Application has been filed on the basis of false and frivolous facts and the Applicant is playing fraud with the Hon'ble Tribunal, therefore the captioned Application is not maintainable at all either on facts or law.

#### **REPLY TO PRAYER**

The prayers made by the Applicant cannot be allowed, as the captioned Application is filed out of sheer malice, spite and vengeance against the Answering Respondent to settle his personal score. Hence, the Applicant is not entitled to any prayer, as made in the Application.

The prayers made by the Applicant are wholly untenable and bereft of any reasons and hence ought to be rejected. For the foregoing reasons the instant Application ought to be dismissed with costs.

For ABCI INFRASTRUCTURES PVT. LTD.



Director

For ABCI INFRASTRUCTURES PVT. LTD.

Jodhraj Baid

RESPONDENT NO. 8 Director

Through

Karan

**KNM & Partners Law Offices**

Vijay Nair/ Manoranjan Sharma/ Karan Rajpurohit

Counsels for the Respondent No. 8

1<sup>st</sup> Floor, The Great Eastern Centre,

70, Nehru Place, Behind IFCI Tower

New Delhi-110019

Email: [msharma@knm.in](mailto:msharma@knm.in)

Place: DELHI

Dated: 03/12/2022

**VERIFICATION:**

I, Jodhraj Baid, S/o. Sh. Peer Chand Baid, authorised representative of the Respondent No. 8, do hereby verify that the contents of this reply are true to the best of my knowledge, belief and information as derived from the records available with the Respondent No. 8 and nothing material has been concealed therefrom.

Verified at **New Delhi** on this 03<sup>rd</sup> day of **December 2022**.

For ABCI INFRASTRUCTURES PVT. LTD.

Jodhraj Baid

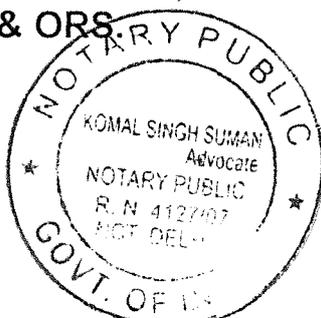
RESPONDENT NO. 8 Director

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

**ORIGINAL APPLICATION NO. 706 OF 2022**

**IN THE MATTER OF:****ASGAR AHMAD NAJAR****...APPLICANT****Versus**

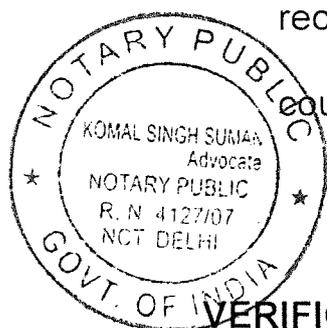
**MINISTRY OF ENVIRONMENT, FOREST AND  
CLIMATE CHANGE & ORS**

**...RESPONDENTS**

AFFIDAVIT

I, Jodhraj Baid, S/o. Sh. Peer Chand Baid, aged about 69 years, authorized representative of Respondent No. 8, available at B-5 / 86, Safdarjung Enclave, South West, Delhi-110029, do hereby solemnly affirm and state as under:

1. I say that I am the authorized representative of the Respondent No. 8 abovenamed, and I am duly authorized vide Board Resolution dated 10.11.2022 and aware of the facts of the instant reply based on the records of the Respondent No. 8 in its regular course of business and hence, competent to swear and affirm the instant affidavit.
2. I have read through and understood the contents of the accompanying reply and state that the contents thereof have been drafted under my instructions and that the same are true and correct to the best of my knowledge and belief based on the records maintained by the Respondent No. 8 in its regular course of business.

**VERIFICATION:**

I, Jodhraj Baid, the above-named deponent, do hereby solemnly affirm that the contents of the above affidavit are true and correct to the best of my knowledge as derived from the records of the

*Jodhraj Baid*  
**DEPONENT**

Respondent No. 8, no part of it is false or incorrect and nothing material has been concealed therefrom.

Verified at **New Delhi** on this 03<sup>rd</sup> day of **December 2022**.

I identify that Executant/Deponent has signed before me

*Kerani*  
D/1698/2016

*Arjun R D*  
**DEPONENT**



**ATTESTED**  
*[Signature]*  
**NOTARY PUBLIC, DELHI**

- 3 DEC 2022



**ABCi INFRASTRUCTURES PVT. LTD.**

CIN : U45202WB1993PTC058047

**CERTIFIED TRUE COPY OF THE MINUTES OF THE 137<sup>TH</sup> MEETING OF THE BOARD OF DIRECTORS OF ABCI INFRASTRUCTURES PVT. LTD. HELD AT THE REGISTERED OFFICE OF THE COMPANY AT "KNOWLEDGE HUB", DN-23, 2ND FLOOR, SECTOR-V, SALT LAKE CITY, KOLKATA-700091 ON THURSDAY, 10<sup>TH</sup> NOVEMBER, 2022 AT 11.00 A.M.**

The Board was informed that the company has received a copy of Original Application bearing No. 706 of 2022 filed by Mr. Asgar Ahmad Najar against the Ministry of Environment, Forest and Climate Change & Other Respondents, including the company under Section 18 of the National Green Tribunal Act, 2010 read with Rule 8 of National Green Tribunal (Practice and Procedure) Rules, 2011 alleging contravention of Section 7 of the Environment Protection Act 1986 and Rules No. 3 & 14 along with Schedule I of the said Act in the matter of carrying out construction work relating to running of Benching (Cement Concrete Ushri Project T-77D Tunnel) activity at village Channar Bankoot, Tehsil – Banihal, District Ramban, Union Territory of Jammu and Kashmir. without proper waste material disposal mechanism and thereby emitting and spreading highly toxic chemicals causing huge damage to the nearby agricultural land, pathways, fruit bearing trees, cracks due to tunnel work and explosions in the house wall of the applicant and the inhabitants of the nearby areas. Thereafter an Order has been passed in this matter by the National Green Tribunal, Principal Bench New Delhi on 28.09.2022 inter alia directing respondents No. 2, 4, 7 and 8 to file their respective response/reply to the averments made in the application within 2 months. It has now become necessary that adequate steps be taken by the company to defend the above application. The matter was discussed in details and thereafter the following resolution was passed.

**RESOLVED THAT** approval of Board of Directors be and is hereby provided to defend the Original Application bearing no.706 of 2022 filed before the National Green Tribunal, Principal Bench – New Delhi by petitioner Mr. Asgar Ahmad Najar against the Ministry of Environment, Forest and Climate Change & Other respondents, including the company. Under Section 18 of National Green Tribunal Act, 2010.

**RESOLVED FURTHER THAT** Shri Jodhraj Baid, Whole Time Director, be and is hereby authorized to take all necessary steps and actions as may be required from time to time to defend the above said Application filed against the company along with other respondents including appointment of legal advisors, advocates and to sign and submit affidavits, statements, vakalatnamas and documents required for defending the above said matter on behalf of the company till the said legal matter is finally disposed off.

**FURTHER RESOLVED THAT** a copy of the above said resolution be sent to such persons or government departments as may be required duly signed by any of the directors of the company.

**Certified to be True Copy  
For ABCi Infrastructures Pvt. Ltd.**

**ABCi INFRASTRUCTURES PVT. LTD.**



**Budhmal Baid**  
**Chairman-cum-Managing Director**  
**DIN: 00462152**

  
**True Copy**

## ANNEXURE R-8/2



इरकॉन इंटरनेशनल लिमिटेड



(भारत सरकार का उपक्रम)

**IRCON INTERNATIONAL LIMITED**

(A Govt. of India Undertaking)

An integrated Engineering and Construction Company

No. IRCON/J&K CELL/JAT/14/1014/K-B/ T-77D-R/420/5264

Date: 18/12/2019

M/s. ABCI Infrastructures Pvt. Ltd.,  
Knowledge Hub, DN-23,  
2<sup>nd</sup> Floor, Sector-V, Salt Lake,  
Kolkata-700091  
e-mail: [delhi@abciinfra.com](mailto:delhi@abciinfra.com), [kolkata@abciinfra.com](mailto:kolkata@abciinfra.com)

By Speed Post/ Scan & e-Mail

Sir,

Sub: Letter of Acceptance for the work of "Construction of balance work for Tunnel T-77D (km 146.60 To 148.36 Approx.) on the Western Side of Bichelri River on Katra – Banihal Section of USBRL Project, J&K. (Package T-77D - R)"

- Ref: (i) e-tender No.: IRCON/J&K CELL/JAT/14/1014/K-B/ T-77D-R/420 Date 05.07.2019  
(ii) Corrigendum No. 1 dtd. 22.07.2019  
(iii) Corrigendum No. 2 dtd. 09.08.2019  
(iv) Corrigendum No. 3 dtd. 23.08.2019  
(v) Form of Bid signed on dated 03.09.2019 & submitted along with e-bid.  
(vi) Technical Bid Opened on 04.09.2019  
(vii) Financial Bid Opened on 30.10.2019  
(viii) Your Negotiated offer dtd. 29.11.2019

1. Your offer for the above work submitted vide references above, has been accepted by the Competent Authority of IRCON International Limited at the following rates as per attached Bill of Quantity (BoQ):

S. No	Description	Estimated Cost including GST @ 12% in Rs.	Negotiated Quoted Percentage (Above/Below /At par)	Negotiated Quoted Amount including GST @ 12% in Rs.
1.	Construction of balance work for Tunnel T-77D (km 146.60 To 148.36 Approx.) on the Western Side of Bichelri River on Katra – Banihal Section of USBRL Project, J&K. (Package T-77D - R). Ref. BoQ.	1,30,78,87,613/-	29.90% Above	1,69,89,46,009/-
<b>Total Amount including GST (Rs.)</b>				<b>1,69,89,46,009/-</b>

2. Total cost of work at the accepted rates is **Rs. 1,69,89,46,009/- (Rupees One Hundred Sixty Nine Crore Eighty Nine Lakh Forty Six Thousand and Nine Only)** which includes all applicable taxes in J&K and 12% GST.

मु. एस. बी. आर. एल. मुख्यालय : सत्याम कॉम्प्लेक्स, मार्बल मार्केट, डाक घर- सैनिक कोलोनी, जम्मू - 180011, भारत  
USBRL (H. Q.) Office: Satyam Complex, Marble Market, P.O. Sainik Colony, Jammu-180 011, INDIA  
Tel: 0191-2484842, Fax: 191-2484812

पंजीकृत कार्यालय : सी -4, डिस्ट्रिक्ट सेंटर, साकेत, नई दिल्ली - 110017, भारत  
Registered Office : C-4, District Centre, Saket, New Delhi 110 017, INDIA  
Tel : +91-11-29565666, FAX : +91-11-26854000, 26522000 E-mail : [info@ircon.org](mailto:info@ircon.org) Web : [www.ircon.org](http://www.ircon.org)  
(CIN-L45203DL1976GOI008171)

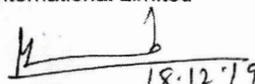


True Copy

3. The entire work is required to be completed within 15 (Fifteen) Months from the date of issue of this LOA.
4. **Performance Security** is to be submitted as per clause no. 16.1 of Special Condition of Contract.
5. **Retention Money** shall be dealt as per clause no. 16.2 of Special conditions of Contract.
6. **Payment Terms** shall be as per clause no. 17.0 of Special conditions of Contract.
7. All other terms will be as per Tender document without any deviation.
8. This Letter of Acceptance, along with your submitted offer, shall constitute a binding Contract between M/s. ABCI Infrastructures Pvt. Ltd., Kolkata and IRCON International Limited, till a formal agreement is drawn and executed.
9. You are advised to mobilize the resources to commence the work. Please contact Chief General Manager/Banihal for further instructions and signing of Contract Agreement as per Clause No. 15.0 of Special Condition of Contract.
10. This Letter of Acceptance is being issued in duplicate and you are requested to return one copy of this Letter of Acceptance duly accepted, signed & stamped on each page by your authorized representative along with certified copy of Power of Attorney.

Encl.: Bill of Quantity (BoQ).

Yours faithfully,  
For & on behalf of  
Ircan International Limited

  
(D. P. Lal) 18.12.19

Executive Director/J&K

Copy to:

- |                    |   |
|--------------------|---|
| 1. ED/P            | - for kind information please.          |
| 2. CGM/Banihal     | } for information and necessary action. |
| 3. GM/C/Jammu      |   |
| 4. GM/C/Banihal    |   |
| 5. GM/F/Jammu      |   |
| 6. AGM/F/Sangaldan |   |



  
True Copy

## ANNEXURE R-8/3 (Colly.)

**J&K POLLUTION CONTROL BOARD**  
**Jammu/Kashmir (www.jkspcb.nic.in)**

**Consent Order**

Consent No.:- PCB/digital/21011745600 of 2021

Date:- 08/02/2021

Consent To Establish ( NEW ) under Section 25/26 of the Water(Prevention & Control Pollution)Act, 1974, and under Section 21 of the Air(Prevention & Control of Pollution)Act, 1981, as amended is granted in favour of

Sh. MEENU ARIF  
 M/s ABCI INFRASTRUCTURES PVT LTD, Village  
 Chanar,  
 T77 D BANKOOT BANIHAL  
 Ramban, Banihal( registered with DIC vide registration  
 No: date: )

for a period upto FEBRUARY 2022 for GREEN category of unit as per revised classification of industrial sector, subject to the following terms and conditions in a time bound manner :

- The consent granted by the Board is restricted to Prevention and Control of Pollution only and shall not be treated as substitute of permission required under other laws of the land.
- The consent is granted valid for the manufacturing of the products / by-products of consented quantity as mentioned below with capital investment of Rs.Rs. 33.45 lakhs(as per Schedule II):

S No.	Products/BY-Products Name	Maximum Quantity	Unit
1	BATCHING PLANT (CEMENT CONCRETE)	30	Cubic Meters/Hour

Any change / enhancement in production capacity, process, raw materials etc shall have to be intimated to the Board and the unit holder has to apply afresh for the same

3. **Compliance under Water Act :**

- (a) Sewage Effluent : The unit holder has to install and maintain continuous operation of a comprehensive treatment system as is warranted with reference to effluent quality and operate and maintain the same continuously so as to achieve the quality of treated effluent to the following standards before disposal

**Standards of Discharge for Sewage Disposal:**

Parameters	Range	Conc. in mg/l except for pH
pH	between	6-9
Suspended Solids	Not to exceed	100
BOD(3 days at 27 degree celsius)	not to exceed	30

(b) **Water Consumption and Disposal :**

- The daily quantity of water consumption shall not exceed KLD.
- The daily quantity of sewage effluent from the unit shall not exceed from KLD.
- Waste water generated from the unit shall be disposed through Septic Tank, Soakage Pit or ETP as applicable

4. **Compliance under Air Act :**

- The unit holder shall comply to National Ambient Air Quality Standards as per EP Act 1986 (refer rule 3(3B)).
- The unit holder shall take adequate measures to treat the emissions generated, if any, during the process and comply to Environment Protection standards specific to Industry

5. The unit holder shall comply to the Solid Waste Management Rules 2016 dated 8-4-2016
6. Under the Noise Pollution (Regulation and Control) Rules 2000, the unit holder shall take adequate measures for control of noise from its own sources within the premises so as to maintain ambient air quality standards in respect of noise to less than 75dB(A) during day time and 70 dB(A) during night time. Daytime is reckoned in between 6 am to 10 pm and night time is 10 pm to 6 am
7. The unit holder shall comply to the Plastic Waste Management Rules 2016 dated 18-3-2016
8. Self Monitoring Schedule :  
The unit holder shall have to get the samples of emission/Effluents analysed from the laboratory of J&K PCB or laboratories approved by J&K PCB after every twelve months to check the efficacy of Pollution Control Devices (PCDs) installed in the unit
9. The unit holder shall comply with the additional conditions as stipulated below:-
  - i. The unit holder has to keep a record of the environmental data monitored regularly with regard to operation and maintenance of pollution control devices viz Air Pollution and Water Pollution Control to achieve the desired standards notified in EP Act.
  - ii. Pollution Control Devices (ETP/ECD) as contemplated to achieve the quality of effluent emission within the tolerance limits prescribed, shall have to be operational during the course of production. The effluent/emission shall not contain constituents in excess of the tolerance limits as laid down by J & K Pollution Control Board.
  - iii. The unit holder shall be liable to pay compensation in case any damage is caused to the environment.
  - iv. The unit holder shall abide by the directions of the Board which will be issued from time to time. Any infringement/ violation or transgression of the statutory enactments of pollution control acts by the unit, shall be sufficient cause to prosecute the violator in conformity with relevant section of Air/Water Acts and Environment Protection Act in force.
  - v. The unit shall be under surveillance monitoring of J & K Pollution Control Board
  - vi. The unit holder shall provide adequate arrangement for fighting the accidental leakages/discharge of any air pollutant/gas/liquid from the vessel, machinery etc. which are likely to cause fire hazard including environmental pollution.
  - vii. The unit holder shall adhere to general standards terms and conditions of Water / Air Acts and compliance of environment standards as per environment protection act 1986
  - viii. The unit holder should apply 60 days in advance for renewal of consent before expiry the date of this Consent Order
  - ix. In case of violation of above mentioned conditions or any public complaint the consent shall be withdrawn.

**Specific Conditions:-**

\* This consent is issued purely from environmental angle and the Board shall not be responsible for any claim, counter claim, ownership, partnership etc of the unit.

'By Order'

(TO RD)

Regional Director

Copy to the :

1. Member Secretary J&K PCB Jammu for information
2. General Manager DIC Ramban for information.
3. D.O PCB Ramban for information & ensure compliance of the conditions of the consent.
4. P.A to Chairman J&K PCB for the information of Chairman.
5. M/s ABCI INFRASTRUCTURES PVT LTD, Village Chanar, , T77 D BANKOOT BANIHAL .
6. Office file

The unit holder shall comply to environment standards as notified under the environment protection Act 1986, read with the Water (Prevention & Control of Pollution) Act 1974 & Air (Prevention & Control of Pollution) Act, 1981 which can also be downloaded from the website [www.jkpcb.nic.in](http://www.jkpcb.nic.in) or at [www.cpcb.nic.in](http://www.cpcb.nic.in)

"This is computer generated document from OCMMS by JKPCB"

The industry can apply for Renewal/Expansion of Consent on the site [www.jkocmms.nic.in](http://www.jkocmms.nic.in) directly

True Copy

**J&K POLLUTION CONTROL BOARD**  
**Jammu/Kashmir (www.jkspcb.nic.in)**



**Consent Order**

**Consent No.:- PCB/digital/21041912797 of 2021**

**Date:- 26/03/2021**

**Consent To Operate ( NEW ) under Section 25/26 of the Water(Prevention & Control Pollution)Act, 1974, and under Section 21 of the Air(Prevention & Control of Pollution)Act, 1981, as amended is granted in favour of**

Sh. MEENU ARIF  
M/s ABCI INFRASTRUCTURES PVT LTD, VILLAGE  
CHANAR,  
T77 D BANKOOT BANIHAL  
Ramban, Banihal( registered with DIC vide registration  
No: date: )

for a period upto FEBRUARY 2022 for GREEN category of unit as per revised classification of industrial sector, subject to the following terms and conditions in a time bound manner :

1. The consent granted by the Board is restricted to Prevention and Control of Pollution only and shall not be treated as substitute of permission required under other laws of the land.
2. The consent is granted valid for the manufacturing of the products / by-products of consented quantity as mentioned below with capital investment of Rs.33.45 lakhs(as per Schedule II):

S No.	Products/BY-Products Name	Maximum Quantity	Unit
1	BATCHING PLANT (CEMENT CONCRETE)	30	Cubic Meters/Hour

Any change / enhancement in production capacity, process, raw materials etc shall have to be intimated to the Board and the unit holder has to apply afresh for the same

3. **Compliance under Water Act :**

- (a) Sewage Effluent : The unit holder has to install and maintain continuous operation of a comprehensive treatment system as is warranted with reference to effluent quality and operate and maintain the same continuously so as to achieve the quality of treated effluent to the following standards before disposal

**Standards of Discharge for Sewage Disposal:**

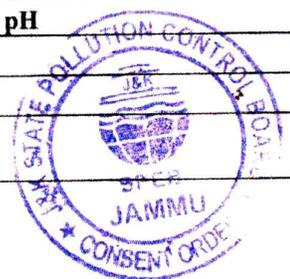
Parameters	Range	Conc. in mg/l except for pH
pH	between	6-9
Suspended Solids	Not to exceed	100
BOD(3 days at 27 degree celsius)	not to exceed	30

(b) **Water Consumption and Disposal :**

- i. The daily quantity of water consumption shall not exceed KLD.
- ii. The daily quantity of sewage effluent from the unit shall not exceed from KLD.
- iii. Waste water generated from the unit shall be disposed through Septic Tank, Soakage Pit or ETP as applicable

4. **Compliance under Air Act :**

- a. The unit holder shall comply to National Ambient Air Quality Standards as per EP Act 1986 (refer rule 3(3B).
- b. The unit holder shall take adequate measures to treat the emissions generated, if any, during the process and comply to Environment Protection standards specific to Industry



*The industry can apply for Renewal/Expansion of Consent on the site www.jkocmms.nic.in directly*

Page 1

True Copy

5. The unit holder shall comply to the Solid Waste Management Rules 2016 dated 8-4-2016
6. Under the Noise Pollution (Regulation and Control) Rules 2000, the unit holder shall take adequate measures for control of noise from its own sources within the premises so as to maintain ambient air quality standards in respect of noise to less than 75dB(A) during day time and 70 dB(A) during night time. Daytime is reckoned in between 6 am to 10 pm and night time is 10 pm to 6 am
7. The unit holder shall comply to the Plastic Waste Management Rules 2016 dated 18-3-2016
8. Self Monitoring Schedule :  
The unit holder shall have to get the samples of emission/Effluents analysed from the laboratory of J&K PCB or laboratories approved by J&K PCB after every twelve months to the check the efficacy of Pollution Control Devices (PCDs) installed in the unit
9. The unit holder shall comply with the additional conditions as stipulated below:-
  - i. The unit holder has to keep a record of the environmental data monitored regularly with regard to operation and maintenance of pollution control devices viz Air Pollution and Water Pollution Control to achieve the desired standards notified in EP Act.
  - ii. Pollution Control Devices (ETP/ECD) as contemplated to achieve the quality of effluent emission within the tolerance limits prescribed , shall have to be operational during the course of production. The effluent/emission shall not contain constituents in excess of the tolerance limits as laid down by J & K Pollution Control Board.
  - iii. The unit holder shall be liable to pay compensation in case any damage is caused to the environment.
  - iv. The unit holder shall abide by the directions of the Board which will be issued from time to time. Any infringement/ violation or transgression of the statutory enactments of pollution control acts by the unit, shall be sufficient cause to prosecute the violator in conformity with relevant section of Air/Water Acts and Environment Protection Act in force.
  - v. The unit shall be under surveillance monitoring of J & K Pollution Control Board
  - vi. The unit holder shall provide adequate arrangement for fighting the accidental leakages/discharge of any air pollutant/gas/liquid from the vessel, machinery etc. which are likely to cause fire hazard including environmental pollution.
  - vii. The unit holder shall adhere to general standards terms and conditions of Water / Air Acts and compliance of environment standards as per environment protection act 1986
  - viii. The unit holder should apply 60 days in advance for renewal of consent before expiry the date of this Consent Order
  - ix. In case of violation of above mentioned conditions or any public complaint the consent shall be withdrawn.

**Specific Conditions:-**

\* This consent is issued purely from environmental angle and the Board shall not be responsible for any claim, counter claim, ownership, partnership etc of the unit.

'By Order'

*Ref. No. J&K PCB/26/3-21*  
(TO RD)

*my*  
Regional Director

*26/3/2021*

Copy to the :

1. Member Secretary J&K PCB Jammu for information
2. General Manager DIC Ramban for information.
3. D.O PCB Ramban for information & ensure compliance of the conditions of the consent.
4. P.A to Chairman J&K PCB for the information of Chairman.
5. M/s ABCI INFRASTRUCTURES PVT LTD, VILLAGE CHANAR, , T77 D BANKOOT BANIHAL .
6. Office file

The unit holder shall comply to environment standards as notified under the environment protection Act 1986, read with the Water (Prevention & Control of Pollution) Act 1974 & Air (Prevention & Control of Pollution) Act, 1981 which can also be downloaded from the website [www.jkpcb.nic.in](http://www.jkpcb.nic.in) or at [www.cpcb.nic.in](http://www.cpcb.nic.in)

"This is computer generated document from OCMMS by JKPCB"



The industry can apply for Renewal/Expansion of Consent on the site [www.jkocmms.nic.in](http://www.jkocmms.nic.in) directly

Page *5*  
True Copy



**J&K Pollution Control Committee**  
**Jammu/Kashmir (www.jkspcb.nic.in)**

**Consent Order**

**Consent No.:- PCC/digital/22062757181 of 2022**

**Date:- 18/04/2022**

**Consent To Operate ( RENEW ) under Section 25/26 of the Water(Prevention & Control Pollution)Act, 1974, and under Section 21 of the Air(Prevention & Control of Pollution)Act, 1981, as amended is granted in favour of**

Sh. MEENU ARIF  
M/s ABCI INFRASTRUCTURES PVT LTD  
T77 D BANKOOT BANIHAL  
Ramban, Banihal( registered with DIC vide registration  
No: date: )

for a period upto FEBRUARY 2023 for GREEN category of unit as per revised classification of industrial sector, subject to the following terms and conditions in a time bound manner :

- The consent granted by the Committee is restricted to Prevention and Control of Pollution only and shall not be treated as substitute of permission required under other laws of the land.
- The consent is granted valid for the manufacturing of the products / by-products of consented quantity as mentioned below with capital investment of Rs.33.00 lakhs(as per Schedule II):

S No.	Products/BY-Products Name	Maximum Quantity	Unit
1	Cement Concrete	30	Cubic Meters/Hour

Any change / enhancement in production capacity, process, raw materials etc shall have to be intimated to the Committee and the unit holder has to apply afresh for the same

**3. Compliance under Water Act :**

- (a) Sewage Effluent : The unit holder has to install and maintain continuous operation of a comprehensive treatment system as is warranted with reference to effluent quality and operate and maintain the same continuously so as to achieve the quality of treated effluent to the following standards before disposal

**Standards of Discharge for Sewage Disposal:**

Parameters	Range	Conc. in mg/l except for pH
<b>pH</b>	<b>between</b>	<b>6-9</b>
<b>Suspended Solids</b>	<b>Not to exceed</b>	<b>100</b>
<b>BOD(3 days at 27 degree celsius)</b>	<b>not to exceed</b>	<b>30</b>

**(b) Water Consumption and Disposal :**

- The daily quantity of water consumption shall not exceed KLD.
- The daily quantity of sewage effluent from the unit shall not exceed from KLD.
- Waste water generated from the unit shall be disposed through Septic Tank, Soakage Pit or ETP as applicable

**4. Compliance under Air Act :**

- The unit holder shall comply to National Ambient Air Quality Standards as per EP Act 1986 (refer rule 3(3B)).
  - The unit holder shall take adequate measures to treat the emissions generated, if any, during the process and comply to Environment Protection standards specific to Industry
5. The unit holder shall comply to the Solid Waste Management Rules 2016 dated 8-4-2016



*(Handwritten signature)*

*The industry can apply for Renewal/Expansion of Consent on the site www.jkocmms.nic.in directly*

Page1

*(Handwritten signature)*  
True Copy

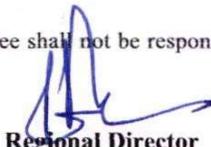
6. Under the Noise Pollution (Regulation and Control) Rules 2000, the unit holder shall take adequate measures for control of noise from its own sources within the premises so as to maintain ambient air quality standards in respect of noise to less than 75dB(A) during day time and 70 dB(A) during night time. Daytime is reckoned in between 6 am to 10 pm and night time is 10 pm to 6 am
7. The unit holder shall comply to the Plastic Waste Management Rules 2016 dated 18-3-2016
8. Self Monitoring Schedule :  
The unit holder shall have to get the samples of emission/Effluents analysed from the laboratory of J&K PCC or laboratories approved by J&K PCC after every twelve months to check the efficacy of Pollution Control Devices (PCDs) installed in the unit
9. The unit holder shall comply with the additional conditions as stipulated below:-
  - i. The unit holder has to keep a record of the environmental data monitored regularly with regard to operation and maintenance of pollution control devices viz Air Pollution and Water Pollution Control to achieve the desired standards notified in EP Act.
  - ii. Pollution Control Devices (ETP/ECD) as contemplated to achieve the quality of effluent emission within the tolerance limits prescribed, shall have to be operational during the course of production. The effluent/emission shall not contain constituents in excess of the tolerance limits as laid down by J & K Pollution Control Committee.
  - iii. The unit holder shall be liable to pay compensation in case any damage is caused to the environment.
  - iv. The unit holder shall abide by the directions of the Committee which will be issued from time to time. Any infringement/ violation or transgression of the statutory enactments of pollution control acts by the unit, shall be sufficient cause to prosecute the violator in conformity with relevant section of Air/Water Acts and Environment Protection Act in force.
  - v. The unit shall be under surveillance monitoring of J & K Pollution Control Committee
  - vi. The unit holder shall provide adequate arrangement for fighting the accidental leakages/discharge of any air pollutant/gas/liquid from the vessel, machinery etc. which are likely to cause fire hazard including environmental pollution.
  - vii. The unit holder shall adhere to general standards terms and conditions of Water / Air Acts and compliance of environment standards as per environment protection act 1986
  - viii. The unit holder should apply 60 days in advance for renewal of consent before expiry the date of this Consent Order
  - ix. In case of violation of above mentioned conditions or any public complaint the consent shall be withdrawn.

**Specific Conditions:-**

\* This consent is issued purely from environmental angle and the Committee shall not be responsible for any claim, counter claim, ownership, partnership etc of the unit.

  
(TO to RD)

'By Order'

  
Regional Director

Copy to the :

1. Member Secretary J&K PCC Jammu for information
2. General Manager DIC Ramban for information.
3. D.O PCC Ramban for information & ensure compliance of the conditions of the consent.
4. P.A to Chairman J&K PCC for the information of Chairman.
5. M/s ABCI INFRASTRUCTURES PVT LTD, T77 D BANKOOT BANIHAL .
6. Office file



The unit holder shall comply to environment standards as notified under the environment protection Act 1986, read with the Water (Prevention & Control of Pollution) Act 1974 & Air (Prevention & Control of Pollution) Act, 1981 which can also be downloaded from the website [www.jkspcb.nic.in](http://www.jkspcb.nic.in) or at [www.cpcb.nic.in](http://www.cpcb.nic.in)

“This is computer generated document from OCMMS by JKPC”

The industry can apply for Renewal/Expansion of Consent on the site [www.jkocmms.nic.in](http://www.jkocmms.nic.in) directly

Page2

  
True Copy

East end of ...  
at ...

- (A) = Deleted Area
- (1) Deleted area from chainage 146+940 to km 147+113
- (2) Deleted canal from km 146+940 to km 147+113



verified the status  
from km 146+940 to km  
147+113 w.r.t boundary  
filling as marked on  
ground.

Signature  
I. H. Khan  
SE/w  
N-24  
17/5/05

نوٹ :- قرار علی ضابطہ ایڈیشنل ڈپٹی سیکریٹری (جی. او. سی) رام بنی زمین سٹیٹ لٹریچر ڈیپارٹمنٹ  
ذریعہ شائع ہونے والے اسٹیٹ لٹریچر ڈیپارٹمنٹ کے آرکائیو شدہ دستاویزوں کے تحت جاری کیا گیا ہے۔  
میلان صورت توقع ہر بیان درست کیا گیا ہے۔ جو میلان صورت توقع ہو۔  
حضرت شہزادہ شاہنشاہ علی شاہ صاحب برادر کاروانی صاحب گنارائی صاحب

min  
A. R. Khatun  
M. P.  
Land Acq. R.

Signature  
R. S. H.

Signature  
M. P.

VILL - BANKDOI  
Tel - BANIHAL USA-2004

AREA = 374.1117 05

معلومات و تفصیلات زمین

رنگ - نمبر زمین

رنگ	معلومات
سبز	میت
نارنگی	میت
سبز	میت
نارنگی	میت
سبز	میت
نارنگی	میت
سبز	میت
نارنگی	میت



The Slope verified & established  
with Boundary Pillars marked  
= on ground

Rajeev Subbarao  
K.D. S.A. - II  
N. D. D. Udhampur

(A) Deleted Area  
(B) Deleted Area from  
Obtaining 148-750 to 148-751  
(C) Deleted Area from 148-751  
to 148-752

True Copy

10  
16/2003  
17/2003  
18/2003  
19/2003  
20/2003  
21/2003  
22/2003  
23/2003  
24/2003  
25/2003  
26/2003  
27/2003  
28/2003  
29/2003  
30/2003  
31/2003  
1/2004  
2/2004  
3/2004  
4/2004  
5/2004  
6/2004  
7/2004  
8/2004  
9/2004  
10/2004  
11/2004  
12/2004  
13/2004  
14/2004  
15/2004  
16/2004  
17/2004  
18/2004  
19/2004  
20/2004  
21/2004  
22/2004  
23/2004  
24/2004  
25/2004  
26/2004  
27/2004  
28/2004  
29/2004  
30/2004  
31/2004  
1/2005  
2/2005  
3/2005  
4/2005  
5/2005  
6/2005  
7/2005  
8/2005  
9/2005  
10/2005  
11/2005  
12/2005  
13/2005  
14/2005  
15/2005  
16/2005  
17/2005  
18/2005  
19/2005  
20/2005  
21/2005  
22/2005  
23/2005  
24/2005  
25/2005  
26/2005  
27/2005  
28/2005  
29/2005  
30/2005  
31/2005  
1/2006  
2/2006  
3/2006  
4/2006  
5/2006  
6/2006  
7/2006  
8/2006  
9/2006  
10/2006  
11/2006  
12/2006  
13/2006  
14/2006  
15/2006  
16/2006  
17/2006  
18/2006  
19/2006  
20/2006  
21/2006  
22/2006  
23/2006  
24/2006  
25/2006  
26/2006  
27/2006  
28/2006  
29/2006  
30/2006  
31/2006  
1/2007  
2/2007  
3/2007  
4/2007  
5/2007  
6/2007  
7/2007  
8/2007  
9/2007  
10/2007  
11/2007  
12/2007  
13/2007  
14/2007  
15/2007  
16/2007  
17/2007  
18/2007  
19/2007  
20/2007  
21/2007  
22/2007  
23/2007  
24/2007  
25/2007  
26/2007  
27/2007  
28/2007  
29/2007  
30/2007  
31/2007  
1/2008  
2/2008  
3/2008  
4/2008  
5/2008  
6/2008  
7/2008  
8/2008  
9/2008  
10/2008  
11/2008  
12/2008  
13/2008  
14/2008  
15/2008  
16/2008  
17/2008  
18/2008  
19/2008  
20/2008  
21/2008  
22/2008  
23/2008  
24/2008  
25/2008  
26/2008  
27/2008  
28/2008  
29/2008  
30/2008  
31/2008  
1/2009  
2/2009  
3/2009  
4/2009  
5/2009  
6/2009  
7/2009  
8/2009  
9/2009  
10/2009  
11/2009  
12/2009  
13/2009  
14/2009  
15/2009  
16/2009  
17/2009  
18/2009  
19/2009  
20/2009  
21/2009  
22/2009  
23/2009  
24/2009  
25/2009  
26/2009  
27/2009  
28/2009  
29/2009  
30/2009  
31/2009  
1/2010  
2/2010  
3/2010  
4/2010  
5/2010  
6/2010  
7/2010  
8/2010  
9/2010  
10/2010  
11/2010  
12/2010  
13/2010  
14/2010  
15/2010  
16/2010  
17/2010  
18/2010  
19/2010  
20/2010  
21/2010  
22/2010  
23/2010  
24/2010  
25/2010  
26/2010  
27/2010  
28/2010  
29/2010  
30/2010  
31/2010  
1/2011  
2/2011  
3/2011  
4/2011  
5/2011  
6/2011  
7/2011  
8/2011  
9/2011  
10/2011  
11/2011  
12/2011  
13/2011  
14/2011  
15/2011  
16/2011  
17/2011  
18/2011  
19/2011  
20/2011  
21/2011  
22/2011  
23/2011  
24/2011  
25/2011  
26/2011  
27/2011  
28/2011  
29/2011  
30/2011  
31/2011  
1/2012  
2/2012  
3/2012  
4/2012  
5/2012  
6/2012  
7/2012  
8/2012  
9/2012  
10/2012  
11/2012  
12/2012  
13/2012  
14/2012  
15/2012  
16/2012  
17/2012  
18/2012  
19/2012  
20/2012  
21/2012  
22/2012  
23/2012  
24/2012  
25/2012  
26/2012  
27/2012  
28/2012  
29/2012  
30/2012  
31/2012  
1/2013  
2/2013  
3/2013  
4/2013  
5/2013  
6/2013  
7/2013  
8/2013  
9/2013  
10/2013  
11/2013  
12/2013  
13/2013  
14/2013  
15/2013  
16/2013  
17/2013  
18/2013  
19/2013  
20/2013  
21/2013  
22/2013  
23/2013  
24/2013  
25/2013  
26/2013  
27/2013  
28/2013  
29/2013  
30/2013  
31/2013  
1/2014  
2/2014  
3/2014  
4/2014  
5/2014  
6/2014  
7/2014  
8/2014  
9/2014  
10/2014  
11/2014  
12/2014  
13/2014  
14/2014  
15/2014  
16/2014  
17/2014  
18/2014  
19/2014  
20/2014  
21/2014  
22/2014  
23/2014  
24/2014  
25/2014  
26/2014  
27/2014  
28/2014  
29/2014  
30/2014  
31/2014  
1/2015  
2/2015  
3/2015  
4/2015  
5/2015  
6/2015  
7/2015  
8/2015  
9/2015  
10/2015  
11/2015  
12/2015  
13/2015  
14/2015  
15/2015  
16/2015  
17/2015  
18/2015  
19/2015  
20/2015  
21/2015  
22/2015  
23/2015  
24/2015  
25/2015  
26/2015  
27/2015  
28/2015  
29/2015  
30/2015  
31/2015  
1/2016  
2/2016  
3/2016  
4/2016  
5/2016  
6/2016  
7/2016  
8/2016  
9/2016  
10/2016  
11/2016  
12/2016  
13/2016  
14/2016  
15/2016  
16/2016  
17/2016  
18/2016  
19/2016  
20/2016  
21/2016  
22/2016  
23/2016  
24/2016  
25/2016  
26/2016  
27/2016  
28/2016  
29/2016  
30/2016  
31/2016  
1/2017  
2/2017  
3/2017  
4/2017  
5/2017  
6/2017  
7/2017  
8/2017  
9/2017  
10/2017  
11/2017  
12/2017  
13/2017  
14/2017  
15/2017  
16/2017  
17/2017  
18/2017  
19/2017  
20/2017  
21/2017  
22/2017  
23/2017  
24/2017  
25/2017  
26/2017  
27/2017  
28/2017  
29/2017  
30/2017  
31/2017  
1/2018  
2/2018  
3/2018  
4/2018  
5/2018  
6/2018  
7/2018  
8/2018  
9/2018  
10/2018  
11/2018  
12/2018  
13/2018  
14/2018  
15/2018  
16/2018  
17/2018  
18/2018  
19/2018  
20/2018  
21/2018  
22/2018  
23/2018  
24/2018  
25/2018  
26/2018  
27/2018  
28/2018  
29/2018  
30/2018  
31/2018  
1/2019  
2/2019  
3/2019  
4/2019  
5/2019  
6/2019  
7/2019  
8/2019  
9/2019  
10/2019  
11/2019  
12/2019  
13/2019  
14/2019  
15/2019  
16/2019  
17/2019  
18/2019  
19/2019  
20/2019  
21/2019  
22/2019  
23/2019  
24/2019  
25/2019  
26/2019  
27/2019  
28/2019  
29/2019  
30/2019  
31/2019  
1/2020  
2/2020  
3/2020  
4/2020  
5/2020  
6/2020  
7/2020  
8/2020  
9/2020  
10/2020  
11/2020  
12/2020  
13/2020  
14/2020  
15/2020  
16/2020  
17/2020  
18/2020  
19/2020  
20/2020  
21/2020  
22/2020  
23/2020  
24/2020  
25/2020  
26/2020  
27/2020  
28/2020  
29/2020  
30/2020  
31/2020  
1/2021  
2/2021  
3/2021  
4/2021  
5/2021  
6/2021  
7/2021  
8/2021  
9/2021  
10/2021  
11/2021  
12/2021  
13/2021  
14/2021  
15/2021  
16/2021  
17/2021  
18/2021  
19/2021  
20/2021  
21/2021  
22/2021  
23/2021  
24/2021  
25/2021  
26/2021  
27/2021  
28/2021  
29/2021  
30/2021  
31/2021  
1/2022  
2/2022  
3/2022  
4/2022  
5/2022  
6/2022  
7/2022  
8/2022  
9/2022  
10/2022  
11/2022  
12/2022  
13/2022  
14/2022  
15/2022  
16/2022  
17/2022  
18/2022  
19/2022  
20/2022  
21/2022  
22/2022  
23/2022  
24/2022  
25/2022  
26/2022  
27/2022  
28/2022  
29/2022  
30/2022  
31/2022  
1/2023  
2/2023  
3/2023  
4/2023  
5/2023  
6/2023  
7/2023  
8/2023  
9/2023  
10/2023  
11/2023  
12/2023  
13/2023  
14/2023  
15/2023  
16/2023  
17/2023  
18/2023  
19/2023  
20/2023  
21/2023  
22/2023  
23/2023  
24/2023  
25/2023  
26/2023  
27/2023  
28/2023  
29/2023  
30/2023  
31/2023  
1/2024  
2/2024  
3/2024  
4/2024  
5/2024  
6/2024  
7/2024  
8/2024  
9/2024  
10/2024  
11/2024  
12/2024  
13/2024  
14/2024  
15/2024  
16/2024  
17/2024  
18/2024  
19/2024  
20/2024  
21/2024  
22/2024  
23/2024  
24/2024  
25/2024  
26/2024  
27/2024  
28/2024  
29/2024  
30/2024  
31/2024  
1/2025  
2/2025  
3/2025  
4/2025  
5/2025  
6/2025  
7/2025  
8/2025  
9/2025  
10/2025  
11/2025  
12/2025  
13/2025  
14/2025  
15/2025  
16/2025  
17/2025  
18/2025  
19/2025  
20/2025  
21/2025  
22/2025  
23/2025  
24/2025  
25/2025  
26/2025  
27/2025  
28/2025  
29/2025  
30/2025  
31/2025  
1/2026  
2/2026  
3/2026  
4/2026  
5/2026  
6/2026  
7/2026  
8/2026  
9/2026  
10/2026  
11/2026  
12/2026  
13/2026  
14/2026  
15/2026  
16/2026  
17/2026  
18/2026  
19/2026  
20/2026  
21/2026  
22/2026  
23/2026  
24/2026  
25/2026  
26/2026  
27/2026  
28/2026  
29/2026  
30/2026  
31/2026  
1/2027  
2/2027  
3/2027  
4/2027  
5/2027  
6/2027  
7/2027  
8/2027  
9/2027  
10/2027  
11/2027  
12/2027  
13/2027  
14/2027  
15/2027  
16/2027  
17/2027  
18/2027  
19/2027  
20/2027  
21/2027  
22/2027  
23/2027  
24/2027  
25/2027  
26/2027  
27/2027  
28/2027  
29/2027  
30/2027  
31/2027  
1/2028  
2/2028  
3/2028  
4/2028  
5/2028  
6/2028  
7/2028  
8/2028  
9/2028  
10/2028  
11/2028  
12/2028  
13/2028  
14/2028  
15/2028  
16/2028  
17/2028  
18/2028  
19/2028  
20/2028  
21/2028  
22/2028  
23/2028  
24/2028  
25/2028  
26/2028  
27/2028  
28/2028  
29/2028  
30/2028  
31/2028  
1/2029  
2/2029  
3/2029  
4/2029  
5/2029  
6/2029  
7/2029  
8/2029  
9/2029  
10/2029  
11/2029  
12/2029  
13/2029  
14/2029  
15/2029  
16/2029  
17/2029  
18/2029  
19/2029  
20/2029  
21/2029  
22/2029  
23/2029  
24/2029  
25/2029  
26/2029  
27/2029  
28/2029  
29/2029  
30/2029  
31/2029  
1/2030  
2/2030  
3/2030  
4/2030  
5/2030  
6/2030  
7/2030  
8/2030  
9/2030  
10/2030  
11/2030  
12/2030  
13/2030  
14/2030  
15/2030  
16/2030  
17/2030  
18/2030  
19/2030  
20/2030  
21/2030  
22/2030  
23/2030  
24/2030  
25/2030  
26/2030  
27/2030  
28/2030  
29/2030  
30/2030  
31/2030  
1/2031  
2/2031  
3/2031  
4/2031  
5/2031  
6/2031  
7/2031  
8/2031  
9/2031  
10/2031  
11/2031  
12/2031  
13/2031  
14/2031  
15/2031  
16/2031  
17/2031  
18/2031  
19/2031  
20/2031  
21/2031  
22/2031  
23/2031  
24/2031  
25/2031  
26/2031  
27/2031  
28/2031  
29/2031  
30/2031  
31/2031  
1/2032  
2/2032  
3/2032  
4/2032  
5/2032  
6/2032  
7/2032  
8/2032  
9/2032  
10/2032  
11/2032  
12/2032  
13/2032  
14/2032  
15/2032  
16/2032  
17/2032  
18/2032  
19/2032  
20/2032  
21/2032  
22/2032  
23/2032  
24/2032  
25/2032  
26/2032  
27/2032  
28/2032  
29/2032  
30/2032  
31/2032  
1/2033  
2/2033  
3/2033  
4/2033  
5/2033  
6/2033  
7/2033  
8/2033  
9/2033  
10/2033  
11/2033  
12/2033  
13/2033  
14/2033  
15/2033  
16/2033  
17/2033  
18/2033  
19/2033  
20/2033  
21/2033  
22/2033  
23/2033  
24/2033  
25/2033  
26/2033  
27/2033  
28/2033  
29/2033  
30/2033  
31/2033  
1/2034  
2/2034  
3/2034  
4/2034  
5/2034  
6/2034  
7/2034  
8/2034  
9/2034  
10/2034  
11/2034  
12/2034  
13/2034  
14/2034  
15/2034  
16/2034  
17/2034  
18/2034  
19/2034  
20/2034  
21/2034  
22/2034  
23/2034  
24/2034  
25/2034  
26/2034  
27/2034  
28/2034  
29/2034  
30/2034  
31/2034  
1/2035  
2/2035  
3/2035  
4/2035  
5/2035  
6/2035  
7/2035  
8/2035  
9/2035  
10/2035  
11/2035  
12/2035  
13/2035  
14/2035  
15/2035  
16/2035  
17/2035  
18/2035  
19/2035  
20/2035  
21/2035  
22/2035  
23/2035  
24/2035  
25/2035  
26/2035  
27/2035  
28/2035  
29/2035  
30/2035  
31/2035  
1/2036  
2/2036  
3/2036  
4/2036  
5/2036  
6/2036  
7/2036  
8/2036  
9/2036  
10/2036  
11/2036  
12/2036  
13/2036  
14/2036  
15/2036  
16/2036  
17/2036  
18/2036  
19/2036  
20/2036  
21/2036  
22/2036  
23/2036  
24/2036  
25/2036  
26/2036  
27/2036  
28/2036  
29/2036  
30/2036  
31/2036  
1/2037  
2/2037  
3/2037  
4/2037  
5/2037  
6/2037  
7/2037  
8/2037  
9/2037  
10/2037  
11/2037  
12/2037  
13/2037  
14/2037  
15/2037  
16/2037  
17/2037  
18/2037  
19/2037  
20/2037  
21/2037  
22/2037  
23/2037  
24/2037  
25/2037  
26/2037  
27/2037  
28/2037  
29/2037  
30/2037  
31/2037  
1/2038  
2/2038  
3/2038  
4/2038  
5/2038  
6/2038  
7/2038  
8/2038  
9/2038  
10/2038  
11/2038  
12/2038  
13/2038  
14/2038  
15/2038  
16/2038  
17/2038  
18/2038  
19/2038  
20/2038  
21/2038  
22/2038  
23/2038  
24/2038  
25/2038  
26/2038  
27/2038  
28/2038  
29/2038  
30/2038  
31/2038  
1/2039  
2/2039  
3/2039  
4/2039  
5/2039  
6/2039  
7/2039  
8/2039  
9/2039  
10/2039  
11/2039  
12/2039  
13/2039  
14/2039  
15/2039  
16/2039  
17/2039  
18/2039  
19/2039  
20/2039  
21/2039  
22/2039  
23/2039  
24/2039  
25/2039  
26/2039  
27/2039  
28/2039  
29/2039  
30/2039  
31/2039  
1/2040  
2/2040  
3/2040  
4/2040  
5/2040  
6/2040  
7/2040  
8/2040  
9/2040  
10/2040  
11/2040  
12/2040  
13/2040  
14/2040  
15/2040  
16/2040  
17/2040  
18/2040  
19/2040  
20/2040  
21/2040  
22/2040  
23/2040  
24/2040  
25/2040  
26/2040  
27/2040  
28/2040  
29/2040  
30/2040  
31/2040  
1/2041  
2/2041  
3/2041  
4/2041  
5/2041  
6/2041  
7/2041  
8/2041  
9/2041  
10/2041  
11/2041  
12/2041  
13/2041  
14/2041  
15/2041  
16/2041  
17/2041  
18/2041  
19/2041  
20/2041  
21/2041  
22/2041  
23/2041  
24/2041  
25/2041  
26/2041  
27/2041  
28/2041  
29/2041  
30/2041  
31/2041  
1/2042  
2/2042  
3/2042  
4/2042  
5/2042  
6/2042  
7/2042  
8/2042  
9/2042  
10/2042  
11/2042  
12/2042  
13/2042  
14/2042  
15/2042  
16/2042  
17/2042  
18/2042  
19/2042  
20/2042  
21/2042  
22/2042  
23/2042  
24/2042  
25/2042  
26/2042  
27/2042  
28/2042  
29/2042  
30/2042  
31/2042  
1/2043  
2/2043  
3/2043  
4/2043  
5/2043  
6/2043  
7/2043  
8/2043  
9/2043  
10/2043  
11/2043  
12/2043  
13/2043  
14/2043  
15/2043  
16/2043  
17/2043  
18/2043  
19/2043  
20/2043  
21/2043  
22/2043  
23/2043  
24/2043  
25/2043  
26/2043  
27/2043  
28/2043  
29/2043  
30/2043  
31/2043  
1/2044  
2/2044  
3/2044  
4/2044  
5/2044  
6/2044  
7/2044  
8/2044  
9/2044  
10/2044  
11/2044  
12/2044  
13/2044  
14/2044  
15/2044  
16/2044  
17/2044  
18/2044  
19/2044  
20/2044  
21/2044  
22/2044  
23/2044  
24/2044  
25/2044  
26/2044  
27/2044  
28/2044  
29/2044  
30/2044  
31/2044  
1/2045  
2/2045  
3/2045  
4/2045  
5/2045  
6/2045  
7/2045  
8/2045  
9/2045  
10/2045  
11/2045  
12/2045  
13/2045  
14/2045  
15/2045  
16/2045  
17/2045  
18/2045  
19/2045  
20/2045  
21/2045  
22/2045  
23/2045  
24/2045  
25/2045  
26/2045  
27/2045  
28/2045  
29/2045  
30/2045  
31/2045  
1/2046  
2/2046  
3/2046  
4/2046  
5/2046  
6/2046  
7/2046  
8/2046  
9/2046  
10/2046  
11/2046  
12/2046  
13/2046  
14/2046

Khoorator XXXX	Arwa? Kanal	Marlas
30 Min	05	05
156 min	-	03
35 min	09	04
122	02	01
834/124	04	14
123	01	09
155/1	-	01
104 min	-	02
833/124 min	01	18
833/124 min	-	08
155 min	03	09
158 min	-	02
221 min	-	07
221 min	-	07
224	-	11
225 min	-	11
225 min	-	02
521 min	-	07
536 min	02	09
738/522 min	10	02
738/522 min	06	-
737/522 min	02	04
31	05	11
32 min	07	03
40 min	-	13
40 min	00	03
40 min	00	05
42 min	00	12
812/126 min	-	03
812/126 min	01	08
811/126 min	02	19
36	06	02
36 min	01	02
27	01	12
27 min	-	13
28	01	02
28 min	01	03
846/45	03	04
846/45 min	01	-
846/45 min	-	13
518	02	07
37 min	01	06
25 min	10	03
25 min	01	03
25 min	01	11
24 min	-	18
268	-	04
267	-	07
<del>268</del> 266	-	08
153/1	-	16
265	-	02
255 min	02	02
264	-	07
548 min	03	09
54/1	-	07
102 min	-	04
248 min	01	-
248 min	01	07
36/1	-	16
52 min	-	09
520 min	01	14
575 min	04	-
575 min	04	02
575 min	-	19
575 min	04	14
575 min	06	11

SHHSHHAR  
S.N.I.H.A.E

*John*  
5/2/24  
7/24

*John*  
De. C. ...  
Northern ...  
London

... (3)

Khasra No:	Kanal	Marlas.
575 min	00	18
575 min	03	03
575 min	03	13
575 min	05	-
575 min	02	19
575 min	01	15
575 min	-	01
575 min	07	08
578 min	03	18
578 min	01	04
578 min	03	01
278 min	04	06
278 min	03	01
527 min	01	15
524	-	11
256	-	08
26 min	02	10
26 min	05	11
26 min	02	14
29	02	05
254 min	-	18
254 min	-	15
697/611	02	02
38 min	01	13
38 min	01	04
54 min	-	03
661/591	11	06
100 min	-	11
120 min	-	01
<del>399 min</del> 590	00	<del>32</del> 18
589	01	17
63 min	02	03
269	01	04
530	-	13
846/45 min	-	07

Total: 309 Kanal 05 Marlas.

**TEHSILDAR BANIHAL**

Signature of Tehsildar over authority (Tehsildar Banihal).

I I. H. Khan (Designation) J.6/sdc-II

representative of Northern Railways, take over the possession of the above mentioned land spot from Tehsildar Banihal.

Signature of taking over authority

PLACE: BANIHAL.  
Dated: 01-03-2007

Copy to :-

- 1/- Collector Land Acquisition Ramban for information.
- 2/- Dy. Chief Engineer NR SC II Udhampur.

....

**Dy. C.E./Const-I  
Northern Railway  
Banihal**



Ref: ABCI/IRCON/J&K/PA/T77D/202021/37  
26<sup>th</sup> February'2021

To  
**The Station House Officer**  
Banihal  
Distt. Ramban, J&K – 182146

**Job: Construction of balance work for Tunnel T-77d (km 146.60 to 148.36 approx.) on the Western Side of Bichleri River on Katra – Banihal Section of USBRL Project, J&K. (Package T-77D-R)**

**Sub: Request to lodge an FIR against Mohd Ishaq Najar S/o. Gaffar Najar R/o Channar, Asgar Ahmed Najar & Manzoor Ahmed Najar Both Sons of Ghulam Najar R/o Channar-Bankoot.**

**Ref. No: – LOA No. IRCON/J&K CELL/JAT/14/1014/K-B/T-77D-R/420/5264 dated 18.12.2019**

Dear Sir,

Please be informed on 26<sup>th</sup> February 2021 at 09:00Am a person's namely **Mohd Ishaq Najar S/o. Gaffar Najar R/o Channar Bankoot, Asgar Ahmed Najar & Manzoor Ahmed Najar Both Sons of Ghulam Najar R/o Channar-Bankoot.**, had stopped all work activities of M/s ABCI at South Portal Office Site near Batching Plant Area.

It is hereby informed that **Mohd Ishaq Najar S/o. Gaffar Najar R/o Channar Bankoot** is already engaged in the company under PRW as Tyre Fitter other than this a substantial amount is paid to him every month for fixing of Tyre Punctures. **Manzoor Ahmed Najar S/o Ghulam Najar R/o Channar Bankoot** engaged with the company as Driver while his brother **Asgar Ahmed Najar S/o Gaffar Najar R/o Channar** is also engaged in sub-contract works.

Despite accommodating the above mentioned persons. They had has several times closed the site for un necessary reasons. They often abuses our officers at site using un parliamentary languages shut the DG Sets forcibly and close all work activities.

The above had forcibly stopped our work activities several time resulting in huge financial losses to the organization.

In this regard, it is therefore requested to kindly lodge FIR against the above named persons for forcibly stopping the site causing the financial loss to the project of national interest. Misbehaving and using un parliamentary languages against our officers.

This is for your kind information and necessary action please.

Yours Faithfully for ABCI Infrastructures Pvt Ltd.

  
**Authorized Signatory**  
**For ABCI Infrastructure Pvt. Ltd**



Cc: Deputy Commissioner Ramban for information  
Senior Superintendent of Police – Ramban for Information and necessary action  
Sub Divisional Magistrate – Banihal for Information and necessary action  
Tehsildar – Banihal for Information and necessary action  
SDPO- Banihal for Information and necessary action  
CGM-Ircon  
AGM-Ircon

  
True Copy



ABCi INFRASTRUCTURES PVT. LTD.

T-77 (D) Tunnel Project  
Bankoot, Banihal  
Distt. Ramban J&K - 182146  
E-Mail: abciinfra@gmail.com  
Website : www.abciinfra.com

## Work Order

Sub Contractor Name: Asgar Ahmed Najar S/O Gh Mohd Najar R/O Chanar Bankoot Tehsil Banihal Ramban 182145 Jammu and Kashmir India <b>PAN NO. -BABB</b>  Tel No: +91-9797304760  Contact Person: Asgar Ahmed Najar	WO Date: 15-11-2021 W.O NO:- ABCI/IRCON/J&K/SC/T77D//2021-22/102 W.O.Name : Construction of Cement store and Tyre fitter shop Sheds at South Portal & Misc. works at T77D. Project:Tunnel T77D USBRL Banihal  Contact: Mr. Nadeem Wani Project Office: ABCI Infrastructure Pvt. Ltd. Tatmihal Banihal 182145 Jammu and Kashmir India Work Start Date: 18-03-2021 Work End Date: 30-03-2021 WO Value: Rs.63900.00 Penalty Clause: No
---	---

Work Order for Construction of Cement store sheds at south portal chanar at T77D Bankoot Banihal

Asgar Ahmed Najar  
 S/O Gh Mohd Najar  
 R/O Chanar Bankoot Tehsil Banihal Ramban  
 Tehsil Banihal  
 Ramban - 182145

S.No.	Description of Work	Unit	Quantity	Quote Rate	Total Amount
1	Construction of Cement store sheds at south portal chanar at T77D Bankoot Banihal	SFT	3727	35	130438.2
2	PCC 1:3:6	CUM	30	2900	87000.0
				<b>Gross Amount</b>	<b>217,438.17</b>

Value in Words: Rupees Sixty Three Thousand Nine Hundred Only.

Dear Sir,

This has reference to our discussion and negotiation held with you. Based on the discussion as above, we are pleased to issue this work order to you for the subject, work under the following terms & conditions.

**1. SCOPE OF WORK**

Banihal

**2. PRICE**

Your total price for the items of work with the tentative quantities given in the priced Bill of Quantities enclosed at accepted rates indicated therein for the subject scope of work defined in this work order. The contract will be executed on Item rate basis at accepted rates applied on the quantities given in the Priced Bill of Quantities. The rates shall remain firm & fixed for any variation in quantities.

**3. RATES**

a) Your rates agreed shall remain firm and fixed during the contract period and shall not be subject to any increase/escalation due to any reason whatsoever.

b) All quantities of BOQ items of T77D Package executed by Sub-Contractor will be released only after certification by Client IRCON. Deduction made for any BOQ quantity by client IRCON will also be deducted from your RA Bills.

**4. Reconciliation of Free Issue Materials:-**

Reconciliation of PVC Pipes issued By ABCI to the subcontractor will be done and statements submitted with every RA bill, failing to which payment will not be released. If any discrepancy is found in the reconciliation resulting in losses/wastages, excess consumption etc; the same will be recovered from RA bills or retention money.

Note:

a. The Subcontractor shall take all precautions for the safety of persons and property with respect to performance of this contract and comply with the necessary safety measures as per provisions of applicable laws, rules, regulations, and as per requirement of the Engineer In charge.

  
Sub contractor

  
ABCI/Authorized Signatory

## ABCI INFRASTRUCTURES PVT. LTD.

T-77 (D) Tunnel Project  
Bankoot, Banihal  
Distt. Ramban J&K - 182146  
E-Mail: abciinfrabanihal@gmail.com  
Website : www.abciinfra.com

### 5. POINTS RELATED WITH SUBCONTRACTOR

1. The tools, tackles and other materials issued to you shall be returned to our store in good working condition.
2. Structure wall if found damaged in six months time due to bad workman ship and quality , Sub-contractor would be responsible to make any deficit arising.

### 6. Procurement of Land, Machinery, Power and Water

1. The subcontractor is solely responsible for making arrangement of land, Machinery, Power and Water etc. required for the completion of the above said work at their own cost.

### 7. Escalation

( ) Escalation would be allowed and payable in any circumstances to the subcontractor even though the quantity of the work may increase substantially. The rates agreed shall remain firm and fixed during the contract period and shall not to any increase/escalation due to any reason.

### 8. PAYMENT TERMS

1. Any taxes as applicable shall be deducted from your bills as per statutory rules as applicable.
2. No idling charges will be paid whatsoever.
3. Quantities indicated on BOQ are tentative which may increase or decrease & only that quantity will be considered for payment which will be certified by company's representative.
5. Cement if any issued by ABCI will be charged @ Rs 510 per bag , which shall be recovered in the RA Bills.

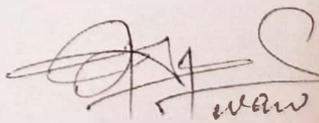
### 9. OTHER TERMS

1. It shall be considered that you have quoted your price based on prevailing site conditions. No idling charges are payable under this contract.
2. If disputes of any kind, what so ever arises in connection with or arising out of this subcontract, the matter in dispute shall be settled amicably through offices of Project Manager of the Contractor, failing which the dispute shall be finally resolved, in accordance with the Arbitration

### 10. MATERIAL

1. Material , cgi sheets nails, wooden strtus etc will be provided by company.

  
Sub contractor

  
EIC/Authorised Signatory

True Copy

**ABCI INFRASTRUCTURES PVT. LTD.**

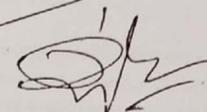
T74R-B(N) Tunnel Project  
Village Tatnihal Banihal  
Distt. Ramban J&K-182146  
E-Mail : abcinfra@banihal@gmail.com  
Website : www.abciinfra.com

**Work Order**

Sub Contractor Name: Mohd Shareef Wani S/● Shamas Uddin Wani R/O Bankoot Tehsil Banihal Ramban 182145 Jammu and Kashmir India PAN NO. – ACHPW4233A PAN NO. – 0AACHPW4233A1Z5 Tel No: +91-9149879853  Contact Person: Mohd Shareef Wani	WO Date: 17-03-2021 W.O NO:- ABCI/IRCON/J&K/SC/T77D/2020.21/27 W.O.Name : Construction of Labour Hutments foundation & Misc. works at T77D. Project Tunnel T77D USBRL Banihal  Contact: Mr. Nadeem Wani Project Office: ABCI Infrastructure Pvt. Ltd. Tatnihal Banihal 182145 Jammu and Kashmir India Work Start Date: 18-03-2021 Work End Date: 30-03-2021 WO Value: Rs.614360.00 Penalty Clause: No
---	---

Work Order for Construction of Site Office hutments washroom & Misc. works at T77D Tatnihal Banihal

To,  
 Mohd Shareef Wani  
 S/O Shamas Uddin Wani  
 R/O Bankoot Tehsil Banihal Ramban  
 Tehsil Banihal  
 Ramban - 182145

*Previous cancelled*  


S.No.	Description of Work	Unit	Quantity	Quote Rate	Total Amount
1	PCC 1:3:6	Cum	62	2900	179800
2	RR Masonary	Cum	150	1900	285000
4	Ply wood & CGI Sheet Fixing	SFT	625	420	262500
5	Excavation	Cum	150	130	19500
6	Dry Masonary	Cum	100	1150	115000
				<b>Gross Amount</b>	<b>861800</b>
Value in Words: Rupees EIGHT LAKH SIXTY ONE THOUSAND EIGHT HUNDRED ONLY					861800

Dear Sir,

This has reference to our discussion and negotiation held with you. Based on the discussion as above, we are pleased to issue this work order for the subject, work under the following terms & conditions.

**1. SCOPE OF WORK**

The scope of work shall be construction of Labour hutments foundation washroom Septic tank & M.c. Works at T77D, Tatnihal Banihal

**2. PRICE**

Your total price for the items of work with the tentative quantities given in the Priced Bill of Quantities, enclosed at accepted rates indicated therein for the subject scope of work defined in this work order. The contract will be executed on item rate basis at accepted rates applied on the quantities given in the Priced Bill of Quantities. The rates shall remain firm & fixed for any variation in quantities.

**3. RATES**

a) Your rates agreed shall remain firm and fixed during the contract period and shall not be subject to any increase/escalation due to any reason whatsoever.

b) All quantities of BOQ items of T77D Package executed by Sub-Contractor will be released only after certification by Client IRCON. Deduction made for any BOQ quantity by client IRCON will also be deducted from your RA Bills.

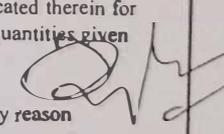
**4. Reconciliation of Free Issue Materials:-**

Reconciliation of PVC Pipes issued By ABCI to the subcontractor will be done and statements submitted with every RA bill, failing to which payment will not be released. If any discrepancy is found in the reconciliation resulting in losses/wastages, excess consumption etc; the same will be recovered from RA bills or retention money.

**Note:**

a. The Subcontractor shall take all precautions for the safety of persons and property with respect to performance of this contract and comply with the necessary safety measures as per provisions of applicable laws, rules, regulations, and as per requirement of the Engineer In charge.

b. The Sub Contractor shall follow all the HSE rules & regulations as per The Companies HSE Policy.

*59810*  
*closed*  
*Five days Retention*  
*Retained & less*  


*M. Wani*

*M. Wani*  
 True Copy

Subcontractor

True Copy

EIC/  
 Authorised Signatory



AN ISO 9001 Certified Company

## ABCI INFRASTRUCTURES PVT. LTD.

T74R-B(N) Tunnel Project  
 Village Tatnihal Banihal  
 Distt. Ramban J&K-182146  
 E-Mail : abciinfrabanihal@gmail.com  
 Website : www.abciinfra.com

### 5. POINTS RELATED WITH SUBCONTRACTOR

1. The tools, tackles and other materials issued to you shall be returned to our store in good working condition.
2. Structure wall if found damaged in six months time due to bad workman ship and quality , Sub-contractor would be responsible to make any deficit arising

### 6. Procurement of Land, Machinery, Power and Water

1. The subcontractor is solely responsible for making arrangement of land, Machinery, Power and Water etc. required for the completion of the above said work at their own cost.

### 7. Escalation

1. No escalation would be allowed and payable in any circumstances to the subcontractor even though the quantity of the work may increase substantially. The rates agreed shall remain firm and fixed during the contract period and shall not to any increase/escalation due to any reason.

### 8. PAYMENT TERMS

1. Any taxes as applicable shall be deducted from your bills as per statutory rules as applicable.
2. No idling charges will be paid whatsoever.
3. Quantities indicated on BOQ are tentative which may increase or decrease & only that quantity will be considered for payment which will be certified by company's representative.
5. Cement if any issued by ABCI will be charged @ Rs 480 per bag , which shall be recovered in the RA Bills.

### 9. OTHER TERMS

1. It shall be considered that you have quoted your price based on prevailing site conditions. No idling charges are payable under this contract.
2. If disputes of any kind, what so ever arises in connection with or arising out of this subcontract, the matter in dispute shall be settled amicably through offices of Project Manager of the Contractor, failing which the dispute shall be finally resolved, in accordance with the Arbitration

### 10. MATERIAL

1. Material , cpi sheets nails , wooden strtus etc will be provided by company.

*M. Was*

*[Signature]*  
 Mani

*[Signature]*  
 True Copy

Subcontractor

EIC/  
 Authorised Signatory

## Work Order

Sub Contractor Name: Asgar Ahmad Najar S/O Late Gh. Mohd Najar R/O Chanar Bankoot Tehsil Banihal Ramban 182145 Jammu and Kashmir India <b>PAN NO. – BABPN0397P</b> <b>GST NO. –</b> <b>Tel No: +91-9149879853</b> Contact Person: Asgar Ahmed Najar	WO Date: 26-03-2022 W.O NO:- ABCI/IRCON/J&K/SC/T77D//2021-22/45A W O Name : Construction of Concrete Drain at South Portal & Misc. works at T77D. Project Tunnel T77D USBRL Banihal Contact: Mr. Nadeem Wani Project Office: ABCI Infrastructure Pvt. Ltd. Tatnihal Banihal 182145 Jammu and Kashmir India Work Start Date: 28-11-2021 Work End Date: 10-12-2021 WO Value: Rs.519300 Penalty Clause: No
---	---

Work Order for Construction of concrete Drain at south portal chanar at T77D Bankoot Banihal

To,  
 Asgar Ahmad Najar  
 S/O Late Gh. Mohd Najar  
 R/O Chanar Bankoot Tehsil Banihal Ramban  
 Tehsil Banihal  
 Ramban - 182145

S.No.	Description of Work	Unit	Quantity	Quote Rate	Total Amount
1	Earthwork Excavation for drain work	Cum	220	140	30800.0
2	Construction of Concrete Drain M 20 grade at south portal chanar at T77D Bankoot Banihal Length of Drain 116 mtr.	Cum	110	4100	451000.0
	Dry Masonry	Cum	30	1250	37500.0
				<b>Gross Amount</b>	<b>519,300.00</b>
<b>Value in Words: Rupees Five Lakhs ninteen Thousand three Hundred Only.</b>					

Dear Sir,

This has reference to our discussion and negotiation held with you. Based on the discussion as above, we are pleased to issue this work order to you for the subject, work under the following terms & conditions.

### 1. SCOPE OF WORK

The scope of work shall be Construction of Concrete Drain at south portal near cut & Cover & Misc. works at T77D Bankoot Banihal

### 2. PRICE

Your total price for the items of work with the tentative quantities given in the priced Bill of Quantities enclosed at accepted rates indicated therein for the subject scope of work defined in this work order. The contract will be executed on Item rate basis at accepted rates applied on the quantities given in the Priced Bill of Quantities. The rates shall remain firm & fixed for any variation in quantities.

### 3. RATES

- a) Your rates agreed shall remain firm and fixed during the contract period and shall not be subject to any increase/escalation due to any reason whatsoever.
- b) All quantities of BOQ items of T77D Package executed by Sub-Contractor will be released only after certification by Client IRCON. Deduction made for any BOQ quantity by client IRCON will also be deducted from your RA Bills.

### 4. Reconciliation of Free Issue Materials:-

Reconciliation of PVC Pipes issued By ABCI to the subcontractor will be done and statements submitted with every RA bill, failing to which payment will not be released. If any discrepancy is found in the reconciliation resulting in losses/wastages, excess consumption etc; the same will be recovered from RA bills or retention money.

Note:

- a. The Subcontractor shall take all precautions for the safety of persons and property with respect to performance of this contract and comply with the necessary safety measures as per provisions of applicable laws, rules, regulations, and as per requirement of the Engineer In charge.
- b. The Sub Contractor shall follow all the HSE rules & regulations as per The Companies HSE Policy.

True Copy

**5. POINTS RELATED WITH SUBCONTRACTOR**

1. The tools, tackles and other materials issued to you shall be returned to our store in good working condition.
2. Structure wall if found damaged in six months time due to bad workman ship and quality , Sub-contractor would be responsible to make any deficit arising.

**6. Procurement of Land, Machinery, Power and Water**

1. The subcontractor is solely responsible for making arrangement of land, Machinery, Power and Water etc. required for the completion of the above said work at their own cost.

**7. Escalation**

1. No escalation would be allowed and payable in any circumstances to the subcontractor even though the quantity of the work may increase substantially. The rates agreed shall remain firm and fixed during the contract period and shall not to any increase/escalation due to any reason.

**8. PAYMENT TERMS**

1. Any taxes as applicable shall be deducted from your bills as per statutory rules as applicable.
2. No idling charges will be paid whatsoever.
3. Quantities indicated on BOQ are tentative which may increase or decrease & only that quantity will be considered for payment which will be certified by company's representative.
5. Cement if any issued by ABCI will be charged @ Rs 510 per bag , which shall be recovered in the RA Bills.

**9. OTHER TERMS**

1. It shall be considered that you have quoted your price based on prevailing site conditions. No idling charges are payable under this contract.
2. If disputes of any kind, what so ever arises in connection with or arising out of this subcontract, the matter in dispute shall be settled amicably through offices of Project Manager of the Contractor, failing which the dispute shall be finally resolved, in accordance with the Arbitration



AN ISO 9001 Certified Company

**ABC INFRASTRUCTURES PVT. LTD.**

T74R-B(N) Tunnel Project  
 Village Tatnihal Banihal  
 Distt Ramban J&K-182146  
 E-Mail : abciinfra@banihal@gmail.com  
 Website : www.abciinfra.com

Ref: ABCI/IRCON/J&K/T77D/SC/2021-22/25

Date: 08-03-2021

To,  
 Asgar Ahmad Najar  
 S/O Ghulam Mohammad Najar  
 Bankoot  
 Banihal, J&K  
**PANNO. – BABPN0397P**

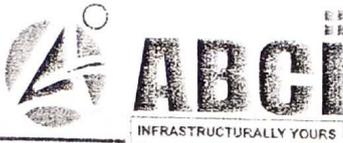
**Sub: - Work Order for Hiring of TATA SUMO No. JK19-0024**

Dear Sir,

This is to reference to our discussion with you regarding hiring of your vehicle, as mentioned above. We herewith place our order with the following Terms & Conditions: -

1. The vehicle shall be on hire basis with effect from **08.03.2021** for the period of **23 days** which can be extended upon mutual agreement
2. The mutually agreed hire charges will be paid by us @ **Rs. 30000/-** (Rupees Thirty Thousand Only) per month.
3. The duration of work order is up to 31st March 2021, which will be further extended based on our requirement.
4. Vehicle should be made available round the clock as required by the company for the purpose of the company work inside as well as outside the tunnel; indoor or outdoor duties, emergency services etc., your driver and vehicle should be made available as per P&A department.
5. The hire charges are inclusive of maintenance, repair, lubricants and any other oil, filters etc.
6. The hire charges are inclusive of the Driver for One Shift Only.
7. For maintenance, the vehicle will be released only two days during the month should be sought permission from P&A department before leaving the site.
8. In case of breakdown of the above vehicle, you will arrange replacement for vehicle immediately without any extra charges to us, in case of failure company will arrange the vehicle from the market and the amount will be deducted from the current month bill.
9. The Salary of driver, maintenance and all other repair of Camper are under owner scope.
10. You will be bound by all the provisions of Motor Vehicle Act and prevailing rules and regulation of the Central/State Government made for this purpose and timely statutory compliances will be fulfilled by you. Copies of all new/renew documents will be submitted to P&A Dept. Any lapses in this regard can Lead to the termination of the contract. All prevailing taxes, insurance etc. for the vehicle will be applicable and paid by you.

*[Signature]*  
 True Copy



AN ISO 9001 Certified Company

## ABCI INFRASTRUCTURES PVT. LTD.

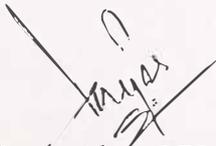
T74R-B(N) Tunnel Project  
 Village Tatnihal Banihal  
 Distt. Ramban J&K-182146  
 E-Mail : abciinfra@banihal@gmail.com  
 Website : www.abciinfra.com

11. You are required to provide the vehicle in good condition. Driver will be experienced, healthy and having valid driving license.
12. Company shall not be responsible for any accidents or damages to the vehicle and the driver and the owner shall be solely responsible for upkeep and maintenance of the vehicle, medical expenses and compensation etc.
13. You will submit the bill on first day of the subsequent month along with original certified log sheet at our Mechanical office. The same will be paid after 10 days of submission and verification of the bill and after deducting TDS/ Service tax as applicable from time to time.
14. You will be provided Diesel free of Cost from company @ 08 KM /LTR. Extra diesel consumption if any for the Km's run per month will be deducted from your bill.
15. This agreement /contract can be terminated by giving 5 days' notice from either side.
16. The vehicle shall ply for duty of ABCI only. Any duty without permission of ABCI will be illegal
17. Vehicle shall ply as per instruction of Mechanical Personnel, nominated for this purpose and your driver will strictly adhere the same.
18. If driver indulge in any theft case, misbehaving or other criminal activity, Company has right to terminate from immediate effect.
19. For any dispute, final discretion will be of the Project Manager, T-77D.

You are requested to sign one copy of this work order as token of acceptance and return the same to us.

Thank you,

*Yours faithfully,*

  
 Fayaz Ahmad Bhat  
 Project Manager.

  
 Accepted By  
 Asgar Ahmad Najjar

  
 True Copy

**ABCI - BANIHAL T-77 (21-22)**  
**ASGAR AHMED NAJAR(SUMO JK-19-0024)**  
 Ledger Account  
 BANKOOT BANIHAL

1-Apr-2021 to 31-Mar-2022

					Page 1
Date	Particulars	Vch Type	Vch No.	Debit	Credit
10-5-2021	Dr <b>VEHICLE HIRE CHARGES</b> <i>Being hire charges of Sumo for the month of April-21 booked. as per log booke Details are given by Machanical dep. vahicale no. jk -19-0024 ( sumo )</i>	<b>Journal</b>	149		29,700.00
	Dr <b>VEHICLE HIRE CHARGES</b> <i>Being hire charges of Sumo for the month of March-21 booked. as per log booke Details are given by Machanical dep. Vehicale no. JK-19-0024 ( Sumo )</i>	<b>Journal</b>	150		22,994.00
13-5-2021	Cr <b>Branch Control(Delhi)Inter Site Transfer</b> <i>Being Amount Deposited from Delhi offoce dt.13.5.21</i>	<b>Journal</b>	169	22,000.00	
5-6-2021	Dr <b>VEHICLE HIRE CHARGES</b> <i>Being hire charges of Sumo for the month of May-21 booked. as per log booke Details are given by Machanical dep. vahicale no. jk -19-0024 ( sumo )</i>	<b>Journal</b>	266		29,700.00
5-7-2021	Dr <b>VEHICLE HIRE CHARGES</b> <i>Being hire charges of Sumo for the month of June-21 booked. as per log booke Details are given by Machanical dep. vahicale no. jk -19-0024 ( sumo )</i>	<b>Journal</b>	415		29,700.00
17-7-2021	Cr <b>Branch Control(Delhi)Inter Site Transfer</b> <i>Being fund deposted dt.17.7.21 CHQ NO. 100370</i>	<b>Journal</b>	470	40,000.00	
7-8-2021	Dr <b>VEHICLE HIRE CHARGES</b> <i>Being hire charges of Sumo for the month of July-21 booked. as per log booke Details are given by Machanical dep. vahicale no. jk -19-0024 ( sumo )</i>	<b>Journal</b>	602		29,700.00
17-8-2021	Cr <b>Branch Control(Delhi)Inter Site Transfer</b> <i>Being fund trnsfer from HO chq. no. 100424 Dt.17.8.21</i>	<b>Journal</b>	666	79,700.00	
9-9-2021	Dr <b>VEHICLE HIRE CHARGES</b> <i>Being hire charges of Sumo for the booked. as per log booke Details are given by Machanical dep. vahicale no. jk-19-0024 ( sumo August-21)</i>	<b>Journal</b>	837		29,700.00
13-9-2021	Cr <b>Branch Control(Delhi)Inter Site Transfer</b> <i>Being amount deposit from GHt. dt. 13.09. 21 Chq. no. CHQ NO. 100299</i>	<b>Journal</b>	869	29,794.00	
10-10-2021	Dr <b>VEHICLE HIRE CHARGES</b> <i>Being vehicle hire charges booked for the month of Sep.21</i>	<b>Journal</b>	1068		29,700.00
Carried Over				1,71,494.00	2,01,194.00

  
True Copy

continued ...

## ABCI - BANIHAL T-77 (21-22)

ASGAR AHMED NAJAR(SUMO JK-19-0024 Ledger Account : 1-Apr-2021 to 31-Mar-2022

Page 2

Date	Particulars	Vch Type	Vch No.	Debit	Credit
	Brought Forward			1,71,494.00	2,01,194.00
19-10-2021	Cr <b>Branch Control(Delhi)Inter Site Transfer</b> <i>Being amount deposit from Ght. dt.19.10.21</i>	Journal	1096	29,700.00	
10-11-2021	Dr <b>VEHICLE HIRE CHARGES</b> <i>Being vehicle hire charges booked for the month of Oct.-21</i>	Journal	1209		29,700.00
17-11-2021	Cr <b>Branch Control(Delhi)Inter Site Transfer</b> <i>Being cheq no. 100049 dt.17.11.21</i>	Journal	1250	29,700.00	
9-12-2021	Dr <b>VEHICLE HIRE CHARGES</b> <i>Being vehicle hire charges booked for the month of Nov.-21</i>	Journal	1390		29,700.00
20-12-2021	Dr <b>Labour Charges</b> <i>Being south potal cement sheed &amp; Diesel store / tyre repair room make total = 3728.34 cft@35 Bill no. 01</i>	Journal	1437		1,29,186.00
10-1-2022	Dr <b>VEHICLE HIRE CHARGES</b> <i>Being vehicle hire charges booked for the month of Dec.-21</i>	Journal	1564		29,700.00
12-1-2022	Cr <b>Local Sales</b> <i>Being Cement = 50 Bag &amp; Sand = 400 &amp; agg.10mm = 400 JK/TI-21-22/108 dt,12.1.22</i>	Journal	1581	61,068.00	
13-1-2022	Dr <b>Construction Civil Work</b> <i>Being Drain work at south portal Excavation work qty= 116@140 , Bill no. 01</i>	Journal	1588		5,52,541.00
28-1-2022	Cr <b>Branch Control(Delhi)Inter Site Transfer</b> <i>Being payment made from gowhati with cheque no. 021051 Dt. 28/01/21</i>	Journal	1631	4,00,000.00	
10-2-2022	Dr <b>VEHICLE HIRE CHARGES</b> <i>Being vehicle hire charges booked for the month of Jan.-22</i>	Journal	1730		29,700.00
15-2-2022	Dr <b>Construction Civil Work</b> <i>Being Drain work at south portal Excavation work qty= 232@140 ' &amp; Concrete qty=30. 84@4100 Bill no. 02 dt.15.2.22</i>	Journal	1788		1,41,257.00
18-2-2022	Cr <b>Branch Control(Delhi)Inter Site Transfer</b> <i>Being Chq. no. 021102 dt.18.02.22</i>	Journal	1811	4,51,016.00	
15-3-2022	Dr <b>VEHICLE HIRE CHARGES</b> <i>Being vehicle hire charges booked for the month of fab.-22</i>	Journal	1934		29,700.00
28-3-2022	Cr <b>Branch Control(Delhi)Inter Site Transfer</b> <i>Being amount deposit from ght. dt. 28.03.22</i>	Journal	2023	29,700.00	
31-3-2022	Dr <b>VEHICLE HIRE CHARGES</b> <i>Being vehicle hire charges booked for the month of march-22</i>	Journal	2073		29,700.00
				11,72,678.00	12,02,378.00
Cr	<b>Closing Balance</b>			29,700.00	
				<b>12,02,378.00</b>	<b>12,02,378.00</b>



True Copy

**ABCI - BANIHAL T-77 (22-23)**

**ASGAR AHMED NAJAR(SUMO JK-19-0024**

Ledger Account

BANKOOT BANIHAL

1-Apr-2022 to 15-Nov-2022

					Page 1
Date	Particulars	Vch Type	Vch No.	Debit	Credit
1-4-2022	Dr <b>Opening Balance</b>				<b>29,700.00</b>
25-4-2022	Cr <b>Branch Control(Delhi)Inter Site Transfer</b> <i>Being payment deposit from ght. dt. 25.4.22</i>	Journal	158	29,700.00	
10-5-2022	Dr <b>VEHICLE HIRE CHARGES</b> <i>eing vehicle hire charges booked for the month of April-22</i>	Journal	291		29,700.00
	Cr <b>Local Sales</b> <i>Being 100 bag cement debit from store Debit note no. JK/TI/22-23/25 dt.10.5.22</i>	Journal	337	60,077.00	
18-5-2022	Dr <b>Construction Civil Work</b> <i>Being holded amount booked which was hold against bill no. 01 Dt. 20/12/2021 and now released on the directions of Rajora Sir.</i>	Journal	370		86,130.00
	Dr <b>Construction Civil Work</b> <i>Being Drainage work bill booked Execuvation 36.84 cum@ 140 &amp; concrete 66.88cum @4100 bill dated 09/05/22.</i>	Journal	373		2,76,589.00
6-6-2022	Cr <b>Branch Control(Delhi)Inter Site Transfer</b> <i>Being payment done from HO Gowhati Dt.06 /06/22</i>	Journal	506	2,00,000.00	
17-6-2022	Dr <b>VEHICLE HIRE CHARGES</b> <i>being vehicle hire charges booked for the month of may-22</i>	Journal	602		29,700.00
5-7-2022	Dr <b>VEHICLE HIRE CHARGES</b> <i>being vehicle hire charges booked for the month of June-22</i>	Journal	812		29,700.00
	Dr <b>Construction Civil Work</b> <i>Being Drainage work bill booked qty.=76. 91@4100 Bill no. 02 for South portal</i>	Journal	823		3,12,185.00
8-7-2022	Cr <b>Branch Control(Delhi)Inter Site Transfer</b> <i>Being paymnet deposit from ght. dt. 08.07. 22</i>	Journal	858	4,00,000.00	
10-8-2022	Dr <b>VEHICLE HIRE CHARGES</b> <i>Being hire rent booked for the month of july -22 verity by machanical incharge &amp; PM</i>	Journal	1062		11,880.00
	Cr <b>Power &amp; Fuel Purchase</b> <i>Being Deisel debit from Store total ltr.= 25 ltrs@98.141</i>	Journal	1063	2,454.00	
12-8-2022	Dr <b>Labour Charges</b> <i>Being Labour supply for the Dewatring work Bill no. 05 dt. 12.08.22</i>	Journal	1103		16,533.00
	Dr <b>Construction Civil Work</b> <i>Being Crusher tank making for S/P baching plant Bill no. 07 dt. 10.8.22</i>	Journal	1104		18,949.00
	Carried Over			6,92,231.00	8,41,066.00

  
True Copy

continued ...

**ABCI - BANIHAL T-77 (22-23)**

ASGAR AHMED NAJAR(SUMO JK-19-0024 Ledger Account : 1-Apr-2022 to 15-Nov-2022

Page 2

Date	Particulars	Vch Type	Vch No.	Debit	Credit
	Brought Forward			6,92,231.00	8,41,066.00
12-8-2022	Dr <b>Construction Civil Work</b> <i>Being Shuttering of Drain work qty=216. 78@130 Bill no. 08 dt. 12.08.22</i>	<b>Journal</b>	1105		27,899.00
23-8-2022	Cr <b>Branch Control(Delhi)Inter Site Transfer</b> <i>Being payment deposit from ght. dt. 23.8.22</i>	<b>Journal</b>	1172	1,76,734.00	
				<b>8,68,965.00</b>	<b>8,68,965.00</b>

## ANNEXURE R-8/7 (COLLY.)

ABCI INFRASTRUCTURES PVT LTD  
T-74 R B(N)-TUNNEL PROJECT- BANIHAL-J&K

## JOINING REPORT

DATE OF JOINING 01 DD MAY MMM 2021 YYYY

NOTE: All information to be entered in CAPITAL Letters only.



MAIN	Name:	AIJAZ AHMED NAJAR		
	(space will have a blank box)			
OFFER	Designation:	Batching Plant Attendant		
	Place of Joining:	T-77D Bankoot		
	Place of Posting:	T-77D BANKOOT		
	Reference No. of Offer Letter/Transfer Letter	Sex: M <input type="checkbox"/> F <input type="checkbox"/> Oth <input type="checkbox"/>		
Name of Previous Site/Office (in case of Transfer)				
PAN	Blood Group	B+ve	9	PAN NO: BABPN0396N
	Name on Pan Card:	AJAZ AHMED NAJAR		
	Parentage on Pan Card:	GHULAM MOHD NAJAR		
	D.O.B on Pan Card:	01-01-1984		
AADHAR	Aadhar Card No.:	722267600096		
	Name on Aadhar Card:	AIJAZ AHMED NAJAR		
	Parentage on Aadhar Card:	GHULAM MOHD NAJAR		
	D.O.B on Aadhar Card:	01-01-1984		
Address on Aadhar Card:				
BANK	Contact No	7800994300		E-mail: N/A
	Emergency No	9596232467		
	BANK ACCOUNT NO.	0080040100023242		
	BANK IFSC CODE NO.	JAKA0TUNNEL		Branch: BANIHAL
	BANK NAME	JK BANK		
	BANK ADDRESS STATE/DIST/CITY/TOWN/VILLAGE	BANIHAL		
ADDRESS	Communication Address	BANKOOT BANIHAL RAMBAN JFK.		
	Pin Code	182146	MARRIED <input checked="" type="checkbox"/>	BACHELOR <input type="checkbox"/>
NOMINEE	NOMINEE	MASRAT BEGUM		Relation with nominee HUSBAND
	Nominee Aadhar Number	072542103192		D.O.B 12-12-1988.
	Nominee Bank Account No:	0080040100023645		
	BANK IFSC CODE NO.	JAKA0TUNNEL		BRANCH BANIHAL
	BANK NAME	JK BANK		
QUALIFICATION	Qualification	Dth.		
	Name of University	S JKBOSE		
	Previous Experience			
	Previous UAN No.:	Previous PAF No.:		
ESIC	Spouse Name	Age:	Gender	
	Child Name	Age:	Gender	
	Child Name	Age:	Gender	

Note: New Employees need to submit Medical Certificate of Fitness to start work from Registered Medical Practitioner & Clearence Certificate for transferred Employees

I Understand to abide by the Rules and Conditions of M/s ABCI Infrastructure Pvt. Ltd.

Date: 01

Signature of Employee

Approved By:

True Copy



ABCI INFRASTRUCTURES PVT LTD  
T-77-D-R-TUNNEL PROJECT- BANIHAL-J&K

JOINING REPORT

DATE OF JOINING 16 DD 011 MMM 2020 YYYY  
NOTE: All information to be entered in CAPITAL Letters only.



MAIN	Name:	MANZOOR AHMED NAJJAR		
	(space will have a blank box)			
OFFER	Designation:	Driver		
	Place of Joining:	T77D Bankoot		
	Place of Posting:	T77D		
	Reference No. of Offer Letter/Transfer Letter			
Name of Previous Site/Office (in case of Transfer)				
PAN	Blood Group	9	PAN NO: BHJPAY927R	
	Name on Pan Card:	MANZOOR AHMED		
	Parentage on Pan Card:	GHYLAM MOHD NAJJAR		
	D.O.B on Pan Card:	01-02-1990		
AADHAR	Aadhar Card No.:	841526583486		
	Name on Aadhar Card:	MANZOOR AHMED NAJJAR		
	Parentage on Aadhar Card:	GHYLAM MOHAMMAD		
	D.O.B on Aadhar Card:	01-02-1990		
Address on Aadhar Card: Bankoot Banihal Ramban				
BANK	Contact No	7006868958 E-mail: manzoorjabe000@gmail.com		
	Emergency No			
	BANK ACCOUNT NO.	0000040100022309		
	BANK IFSC CODE NO.	JAKAOTUNNEL Branch: Banihal		
	BANK NAME	Jamnani & Kashyap, Bank		
BANK ADDRESS STATE/DIST/CITY/TOWN/VILLAGE Banihal Ramban J&K.				
ADDRESS	Communication Address Banihal Banihal			
	Pin Code	102146	MARRIED	<input checked="" type="checkbox"/> BACHELOR
NOMINEE	RELIGION			
	NOMINEE	Relation with nominee		
	Nominee Aadhar Number	D.O.B		
	Nominee Bank Account No:			
	BANK IFSC CODE NO.	BRANCH		
BANK NAME				
QUALIFICATION	Qualification			
	Name of University			
	Previous Experience			
	Previous UAN No.:		Previous PAF No.:	
ESIC	Spouse Name	Age:	Gender	
	Child Name	Age:	Gender	
	Child Name	Age:	Gender	

Note: New Employees need to submit Medical Certificate of Fitness to start work from Registered Medical Practitioner & Clearence Certificate for transferred Employees

I Understand to abide by the Rules and Conditions of M/s ABCI Infrastructure Pvt. Ltd.

Recommended by:

Date:

Signature of Employee

Approved By:

AGM PA&HR

Sr. General Manager Projects

FOR OFFICE USE ONLY

MASTER DATA ENTRY	<input type="checkbox"/>	EMP. LD/LM/ H.O	<input type="checkbox"/>	EMP.NO.	<input type="checkbox"/>
ATTENDANCE SHEET	<input type="checkbox"/>	ATTENDANCE REGISTER	<input type="checkbox"/>	GOVT.LIST	<input type="checkbox"/>
JOINIG RELEAVING FORM	<input type="checkbox"/>	MASTER DATA H.O	<input checked="" type="checkbox"/>	SHRAMIK KALYAN	<input type="checkbox"/>
CTC FORMAT	<input type="checkbox"/>	OFFER LETTER	<input type="checkbox"/>	APPOINTMENT LETTER	<input type="checkbox"/>
				CLIENT LIST	<input type="checkbox"/>
				EPFO DATA	<input type="checkbox"/>

True Copy



ABCI INFRASTRUCTURES PVT LTD  
T-74 R B(N)-TUNNEL PROJECT- BANIHAL-J&K

JOINING REPORT

DATE OF JOINING 05 DD 04 MMM 2021 YYYY  
NOTE: All information to be entered in CAPITAL Letters only.



MAIN	Name:	J A V E E D A H M E D N A J A R															
	(space will have a blank box)																
OFFER	Designation:	Driver hmv															
	Place of Joining:	T-77D Bankoot															
	Place of Posting:	T-77D Bankoot															
	Reference No. of Offer Letter/Transfer Letter																
PAN	Blood Group	Bvve	9	PAN NO:	A I O P N 4 5 4 3 K												
	Name on Pan Card:	J A V E E D A H M E D N A J A R															
	Parentage on Pan Card:	G H U L A M M O H A M M E D N A J A R															
	D.O.B on Pan Card:	2 5 1 0 2 1 9 8 8															
AADHAR	Aadhar Card No.:	6 2 6 7 5 5 3 8 9 4 6 6															
	Name on Aadhar Card:	J A V E E D A H M E D N A J A R															
	Parentage on Aadhar Card:	G H U L A M M O H D N A J A R															
	D.O.B on Aadhar Card:	0 2 0 6 1 9 8 0															
BANK	Address on Aadhar Card:	BANKOOT BANIHAL RAMBAN															
	Contact No	91 49600022						E-mail:	NA								
	Emergency No	0492016199															
	BANK ACCOUNT NO.	0000040100025165															
	BANK IFSC CODE NO.	JAKAOTUNNEL Branch: Banihal															
	BANK NAME	JK Bank															
ADDRESS	BANK ADDRESS STATE/DIST/CITY/TOWN/VILLAGE	BANIHAL															
	Communication Address	BANKOOT BANIHAL RAMBAN J&K															
NOMINEE	Pin Code	182146						MARRIED	<input checked="" type="checkbox"/>	BACHELOR				RELIGION			
	NOMINEE	Blques Dousee						Relation with nominee	Husband								
	Nominee Aadhar Number																
	Nominee Bank Account No:																
QUALIFICATION	BANK IFSC CODE NO.																
	BANK NAME																
	Qualification	10th															
ESIC	Name of University	JKBOSE															
	Previous Experience																
	Previous UAN No.:							Previous PAF No.:									
ESIC	Spouse Name							Age:				Gender					
	Child Name							Age:				Gender					
	Child Name							Age:				Gender					

Note: New Employees need to submit Medical Certificate of Fitness to start work from Registered Medical Practitioner & Clearance Certificate for transferred Employees

I Understand to abide by the Rules and Conditions of M/s ABCI Infrastructure Pvt. Ltd.

Date: \_\_\_\_\_

Signature of Employee

*Javeed*

Approved By: \_\_\_\_\_

AGM PA&HR

Sr. General Manager Projects

*KP*  
True Copy



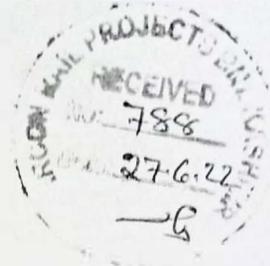




**ABC I INFRASTRUCTURES PVT. LTD.**

T74R-B(N) Tunnel Project  
Village Tathihal Banihal  
Distt. Ramban J&K-182146  
E-Mail : abciinfrabanihal@gmail.com  
Website : www.abciinfra.com

Ref No: - ABCI/IRCON/J&K/CA/T77D/2021-22/268  
June 27<sup>th</sup> 2022



To,  
CGM IRCON International Ltd.  
USBRL Project,  
Vill. Krawah, Post Banihal,  
Distt. Ramban, J&K – 182146

**Project : Construction of Balance work for Tunnel T-77D (km 146.60 to 148.36 Approx.) on the Western side of Bichelari River on Katra- Banihal Section of USBRL Project, J&K (Package T-77D-R)**

Ref. No : LOA No. IRCON/J&K CELL/JAT/14/1014/K-B/T-77D-R/420 dated 05.07.2019

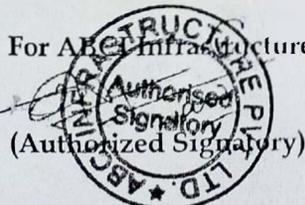
Sub: Hindrance in construction of Tunnel T-77D South Portal Bankoot Banihal

Sir,

Please be informed that two local villagers of Chanar Bankoot namely **Mohd Asgar Najar** and **Manzoor Ahmed Najar** resident of Chanar Bankoot have closed the dewatering of Tunnel T-77D South portal from morning. They are habitual of creating hindrance in completion of the prestigious project. It is their daily routine to hamper our site for hours. They are making unnecessary demands by blackmailing the company. Their two brothers are already employed in the company as Driver and Batching Plant Operator. Furthermore one Tata Sumo is also hired by ABCI infrastructures which also belong to them. We are working under the most critical geological condition where stopping of Dewatering may lead to any mishap/Accident. They have several times misbehaved with our senior staff and IRCON representatives as well.

Therefore you are humbly requested to intervene in the matter and take immediate strict action against the miscreants so that the working of prestigious site shall not suffer anymore.

For ABC I Infrastructure Pvt. Ltd.



(Authorized Signatory)

Copy to: 1.The GM T77-D – for your kind information please.

## In the Court of Munsiff Banihal

File No.

Date of Institution

Present: Saloni  
(No. 00267)

Date of Decision

IN THE CASE -

ABCI INFRASTRUCTURES PVT LTD. (Railway Project at Village Tatnihal Banihal)  
through Manager Sajad Arif S/O Hakim Abdul Rashid R/O Anantnag A/p  
Tatnihal Tehsil Banihal District Ramban.

(Applicant/Plaintiff)

V/S

1. Asgar Ahmed Najar
  2. Manzoor Ahmed Najar
- Both sons of Ghulam Mohd Najar  
Both residents of Chanard Bankoot Tehsil Banihal District Ramban.

...(Non-Applicants/Defendants)

In the Matter of: Suit for Permanent Prohibitory Injunction.

AND

In the Matter of: Application for grant of temporary injunction in-terms of order 39  
Rule 1 & 2 of CPC

Vaseem Wani, Advocate for the Plaintiff.

## ORDER

The instant suit for Permanent Prohibitory Injunction has been presented before this Court by the plaintiff. It is stated that the plaintiff is employee Admin. Manager T-77D, National Mega Railway Project, which of strategic importance to the country, the work of the project is time bound. That the work of the project is being executed in the land acquired by northern railway. That number of times the defendants stopped the construction site of the plaintiff, due to which huge loss has been occurred to the plaintiffs company and due to the stoppage of the work the plaintiffs company has suffered Rupees seven lacs of loss per day. That the defendants are using un-parliamentary language in violent manners and instigating the public to damage the property of the company and made injury to the officials and workers at the construction site. That due to unauthorized activities of the defendants, the terror has been created in the premises as well as in the residential campus of workers and staff. That the plaintiff and other authorized persons tried their best, but defendants are hell bend upon to cause an irreparable loss to national project. That the plaintiff has presented prima facie case which will in all probability succeed in trial balance of convince is also in favour of the plaintiff. That if the Honorable Court may not restrain the defendants from their unauthorized act of interference an irreparable loss may occur to the plaintiff which cannot be compensated later on by any means. That the Cause of action has accrued to the plaintiff on 29<sup>th</sup> day of March 2022, when for

True Copy

defendants started interfering in the construction site, the plaintiff and other workers tried their best to stop the defendants from making injury to the plaintiff project, but the defendants are hell bent to cause serious prejudice to legitimate interests of the plaintiff.

Along with the main suit, the plaintiff have also filed an application under order 39r 1, 2 CPC, duly supported with an affidavit. The applicant has sought interim relief of temporary injunction and dispensation of prior notice provided under Order 39, Rule 3 CPC.

Heard the counsel for the applicant, it is stated in the application that the applicant has a prima-facie case, balance of convenience also lies in favour of the applicant and if the relief as is prayed for is not granted at this stage, the applicant would suffer irreparable loss which cannot be compensated later on by any means.

Having considered the above, I find that the applicant have the prima-facie case on the basis of their pleading read in the light of the annexure with the plaint, giving rise to a question for adjudication of this court, balance of convenience prima-facially seems to be in favour of granting the relief and if the relief which the applicant request for is not granted, the applicant will suffer irreparable loss.

In this back drop considering that the suit is of emergent in nature and that if the relief is not granted to the applicant at this stage, the suit would become infructuous, therefore application under O 39 R 3 CPC is allowed and requirement of prior notice is dispensed with.

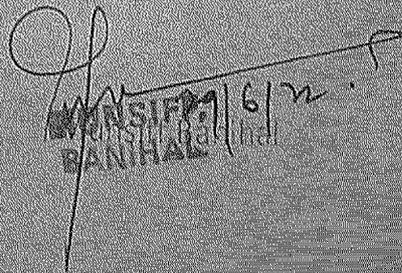
Issue notice to the other side for filing of the objections. In the mean time, the non-applicants are restrained from interfering, trespassing in the construction of Railway Tunnel situated at T-77D, (Chanard) Bankoot Tehsil Banihal District Ramban, till the final disposal of main suit.

The other side is at liberty to approach before this court for modification, cancellation and alteration even before the next date of hearing. Put up on 23.7.2022

Announced:

Sd/-  
Munsiff Banihal

Copy of order forwarded to Nazir Tamilat Munsiff Court Banihal for Compliance.

  
MUNSIFF  
BANIHAL

  
True Copy

//TYPED COPY//

In the Court of Munsiff Banihal

Present: Saloni

(No: 00267)

File No.

Date of Institution

Date of Decision

IN THE CASE

ABC INFRASTRUCTURE PVT. LTD. (Railway Project at Village  
Tatnihal-Banihal) through Manager Sajad Arif S/O. Hakim Abdul Rashid  
R/O: Anantnag A/P: Tatnihal Tehsil Banihal District Ramban.

(Applicant/Plaintiff)

V/S

1. Asgar Ahmed Najar
2. Manzoor Ahmed Najar

Both of sons of Ghulam Mohd. Najar

Both residents of Chanard Bankoot Tehsil Banihal District Ramban.

(Non-Applicants/Defendants)

In the matter of: Suit for Permanent Prohibitory Injunction.

AND

In the matter of: Application for grant of temporary injunction in-terms of  
order 39 Rule 1 & 2 of CPC.

Vaseem Wani, Advocate for the Plaintiff.

  
True Copy

## O R D E R

In the Instant Suit for Permanent Prohibitory Injunction has been presented before this Court by the Plaintiff. It is stated that the Plaintiff is employee Admin. Manager T-77D, National Mega Railway Project, which strategic importance to the country, the work of the project is time bound. That the work of the project is being executed in the land acquired by northern railway. That number of times the defendants stopped the construction site of the plaintiff, due to which huge loss has been occurred to the plaintiffs company and due to the stoppage of the work the plaintiffs company has suffered Rupees seven lacs of loss per day. That the defendants are using un-parliamentary language in violent manners and instigating the public to damage the property of the company and (Illegible) injury to the officials and workers at the construction site. That due to unauthorized activities of the defendants, the terror has been created in the premises as well as in the residential campus of workers and staff. That the plaintiff and other authorized persons tried their best, but defendants are hell bend upon the cause an irreparable loss to national project. That the plaintiff has presented prima facie case which will in all probability (Illegible) in trial balance of convenience is also in favour of the plaintiff. That if the Hon'ble Court may not restrain the defendants from their unauthorized act of interference an irreparable loss may occur to the plaintiff which cannot be compensated

later on by any means. That the Cause of action has occurred to the plaintiff on 20<sup>th</sup> day of March 2022, when the defendants started interfering in the construction site, the plaintiff and other workers tried their best to stop the defendants from making injury to the plaintiff project, but the defendant are hell bent to cause serious prejudice to legitimate interests of the plaintiff.

Alongwith the main suit, the plaintiff have also filed an application under Order 39r 1, 2 CPC, duly supported with an affidavit. The applicant has sought interim relief of temporary injunction and dispensation of prior notice provide under Order 39, Rule 3 CPC.

Heard the counsel for the applicant, it is stated in the application that the applicant has a prima facie case, balance, of convenience also lies in favour of the applicant and if the relief as is prayed for is not granted at this stage, the applicant would suffer irreparable loss, which cannot be compensated later on by any means.

Having considered the above, I find that the applicant have the prima-facie case on the basis of their pleading read in the light annexure with the plaint, giving rise to a question for adjudication of this court, balance of convenience prima-facially seems to be in favour of granting the relief and

if the relief which the applicant request for is not granted, the applicant will suffer irreparable loss.

In this back drop considering that the suit is of emergent in nature and that if the relief not granted to the applicant at this stage, the suit would become infructuous, therefore application under O39, R3 CPC is allowed and requirement of prior notice is dispend with.

Issue notice to the other side for filing of the objections. In the mean time, the non-applicants are restrained from interfering, trespassing in the construction of Railway Tunnel, situated at T-77D, (Chanard) Bankoot Tehsil Banihal District Ramban, till the final disposal of main suit.

The other side is at liberty to approach before this court for modification, cancellation and alteration ever before the next date of hearing. Put up on 23.7.2022

SD/-

Announced:

Munsiff Banihal

Copy of order forwarded to Nazir Tamilat Munsiff Court Banihal for Compliance.

SD/-

29/6/22

  
True Copy

Ref No: - ABCI/IRCON/J&K/CA/T77D/2021-22/278  
July 08<sup>th</sup> 2022



To,  
CGM IRCON International Ltd.  
USBRL Project,  
Vill. Krawah, Post Banihal,  
Dist. Ramban, J&K - 182146

Project : Construction of Balance work for Tunnel T-77D (km 146.60 to 148.36 Approx.) on the Western side of Bichclari River on Katra- Banihal Section of USBRL Project, J&K (Package T-77D-R)

Ref. No : LOA No. IRCON/J&K CELL/JAT/14/1014/K-B/T-77D-R/420 dated 05.07.2019

Sub: Forcible Closure of Batching Plant & Stoppage of Dewatering by two miscreant namely Manzoor Ahmed Najar and Asgar Ahmed Najar of Chanar Bankoot

Sir,

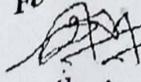
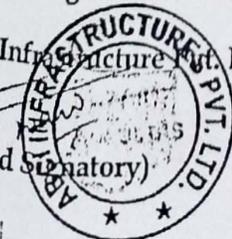
Please be informed that Two Brothers namely Manzoor Ahmed Najar and Asgar Ahmed Najar of Chanar has forcibly closed the Batching Plant and dewatering at South Portal. He has several times stopped the work of South Portal and is habitual of closing the work.

The water level is increasing inside the tunnel due to accumulation of water which can result any mishap inside the tunnel.

On dated 29.06.2022, we have approached to Munsiff Court Banihal for grant of temporary injunction (Court Order enclosed) but on dated 08.07.2022 the miscreant again approached to site and forcibly closed our batching and stopped the dewatering which may lead damage to tunnel. Besides the working site of South portal is idle from morning due to accumulation of water inside the tunnel.

Therefore, it is as such requested to kindly intervene in the matter so that the working site of T-77D prestigious shall run smoothly without any hindrance.

For ABCI Infrastructure Pvt. Ltd.

  
(Authorized Signatory)  


Copy to: 1.GM T77-D - for your kind information please.



सत्यमेव जयते

# INDIA NON JUDICIAL

## Government of Jammu and Kashmir

### e-Stamp

**Certificate No.** : IN-JK12520702099244T  
**Certificate Issued Date** : 06-Jul-2021 11:55 AM  
**Account Reference** : NONACC (BK)/ jkjknbk02/ BANIHAL/ JK-RB  
**Unique Doc. Reference** : SUBIN-JKJKJNKBK0224052468753112T  
**Purchased by** : ABCI INFRASTRUCTURE PVT LTD  
**Description of Document** : Article 4 Affidavit  
**Property Description** : BATCHING PLANT NOC  
**Consideration Price (Rs.)** : 0  
 (Zero)  
**First Party** : ABCI INFRASTRUCTURE PVT LTD  
**Second Party** : NA  
**Stamp Duty Paid By** : ABCI INFRASTRUCTURE PVT LTD  
**Stamp Duty Amount(Rs.)** : 10  
 (Ten only)



-----Please write or type below this line-----

KC 0002527264

**Statutory Alert:**

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

**Subject: No Objection for Operating Temporary Batching Plant at Village Chanar Bankoot during Day and Night Shifts.**

Dear Sir,

Please be informed that we the local residents of Village Chanar Bankoot are having No-Objection for operating of temporary Batching Plant (Day/Night Shifts) at Our Village Chanar Bankoot by M/S ABCI Infrastructures Pvt. Ltd. installed in the acquired land of IRCON/NR.

Name: Shabir Ahmed Najjar Parantage: Mohd Ramzan Najjar R/O: Chanar Bankoot Signature: <i>Shabir</i>	Name: Aqib Najjar Parantage: Shams din Najjar R/O: Chanar Bankoot Signature: <i>Aqib Ahmed Najjar</i>
Name: ASGAR. Ahmed Najjar Parantage: Gulam M. Najjar. R/O: Chanar Bankoot Signature: <i>(ASGAR)</i>	Name: Mohd Sharief Najjar Parantage: Ab aziz Najjar R/O: Chanar Bankoot Signature: <i>Sharief Najjar</i>
Name: Babar Wani Parantage: Mohd Ayoub wani R/O: Chanar Bankoot Signature: <i>Babar</i>	Name: <del>Najjar Wani</del> Parantage: <del>Shahid Wani</del> R/O: Chanar Bankoot Mangood Bankoot Signature: <i>R/O Drammom Mangood</i>
Name: Mohd Anam wani Parantage: KH emal JOO R/O: Chanar Bankoot Signature: <i>Anam Wani</i>	Name: M. Aqub. wani Parantage: KH Ghani JOO. R/O: Chanar Bankoot Signature: <i>(Signature)</i>
Name: Nazim Ahmed Najjar Parantage: Mohd Rayan Najjar R/O: Chanar Bankoot Signature: <i>(Signature)</i>	Name: M. Rafiq. Najjar. Parantage: M. Saleem Najjar. R/O: Chanar Bankoot Signature: <i>(Signature)</i>

*(Signature)*  
**Sarpanch Panchayat Halqa**  
**Bankoot**  
*M. Ghani Wani*  
**Sarpanch, Bankoot**  
**Banihal**

Dated: 6<sup>th</sup> July 2021

**Subject: No Objection for Operating Temporary Batching Plant at Village Chanar Bankoot during Day and Night Shifts.**

Dear Sir,

Please be informed that we the local residents of Village Chanar Bankoot are having No-Objection for operating of temporary Batching Plant (Day/Night Shifts) at Our Village Chanar Bankoot by M/S ABCI Infrastructures Pvt. Ltd. installed in the acquired land of IRCON/NR.

Name: <u>Irshad. Ahmed. Mil.</u> Parantage: <u>Sifher. Ahmed. Mil.</u> R/O: Chanar Bankoot Signature: <u>[Signature]</u>	Name: <u>Muhammad Ahmed</u> Parantage: <u>Ahmedullah Kumar</u> R/O: Chanar Bankoot, Signature: <u>[Signature]</u>
Name: <u>Manzoor A. Najar.</u> Parantage: <u>Gulam. M. Najar.</u> R/O: Chanar Bankoot Signature: <u>[Signature]</u>	Name: <u>Mohd Asif wani</u> Parantage: <u>Mohd Afzal wani</u> R/O: Chanar Bankoot Signature: <u>Mohd Asif</u>
Name: <u>Javed. Ahmed. Najar</u> Parantage: <u>Gulam. M. Najar.</u> R/O: Chanar Bankoot Signature: <u>Javed</u>	Name: <u>Riyaz Ahmed Wani</u> Parantage: <u>Eli Rasool Wani</u> R/O: Chanar Bankoot Signature: <u>[Signature]</u>
Name: <u>Ayaz. Ahmed. Najar</u> Parantage: <u>M. Ramzan. Najar.</u> R/O: Chanar Bankoot Signature: <u>[Signature]</u>	Name: <u>Ayaz Ahmed Najar</u> Parantage: <u>Eli Mohd Najar</u> R/O: Chanar Bankoot Signature: <u>Ayaz Najar</u>
Name: <u>Nisar Ahmed Wani</u> Parantage: <u>Gulam Qadri Wani</u> R/O: Chanar Bankoot Signature: <u>[Signature]</u>	Name: <u>Anis Ahmed Mir</u> Parantage: <u>Bahar Ahmed Mir</u> R/O: Chanar Bankoot Signature: <u>[Signature]</u>

Nayeem Wani  
R/O Chanar Bankoot  
[Signature]

[Signature]  
Sarpanch Panchayat Halqa  
Bankoot  
Sarpanch Bankoot  
Banihal

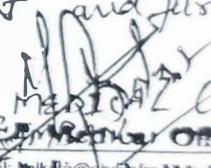
## 2. District Pollution Control Board Ramban

OFFICE OF THE CHIEF MEDICAL OFFICER RAMBAN

No:→ CMC/Rbn/ 1237

Date:→ 5-09-2020.

Forwarded in original to the Block Medical Officer Banihal with the remarks. Kindly visit the spot/venue regarding the above cited subject and furnish the information under rule to this office.

  
 CHIEF MEDICAL OFFICER

Regd. Office : Room No. 4, 6th Floor, Vasundra, 2/7, Sarat Bose Road, Kolkata-700020 Tel: 033-40722042 Fax: 033-40722043  
 Delhi: 204, South Dethi House, 12 Zamrudpur Community Centre, Kalish Colony, New Delhi - 110048 Tel: 011-29234131, 29232405, Fax: 011-66629606 Email: delhi@abcclinfra.com

Health & Family Welfare  
 RAMBAN

Case =

46 Bankel

Part

No. - 1228

Date: 28-9-20

Submitted in original to chief medical officer Banihal & the remarks that undersigned visited proposed site of Batching plant at Chaynes Banihal on 28.9.20. It was observed that serial distance from proposed site to near by health centre Banihal is more than one kilometre & upto S.P.H. Banihal is more than two kms.

Hence report in this regard is submitted for your information please.

*[Signature]*  
 Chief Medical Officer  
 BANIHAL

**OFFICE OF THE BLOCK DEVELOPMENT OFFICER**  
**BANIHAL**

**NO OBJECTION CERTIFICATE**

Whereas M/s ABCI Infrastructures Pvt. Ltd has moved an application in the office of undersigned for issuance of NOC regarding establishment and operating of Temporary Batching Plant at Village Channar-Bankoot Banihal.

In this context the undersigned visited the spot and found that the area is acquired by the IRCON/NR and all related developmental works in batching plant are taken care by IRCON/NR and M/s ABCI.

Hence, NO OBJECTION Certificate for Temporary Batching Plant is issues in favour of M/s ABCI Infrastructures Pvt. Ltd

No:

895

Date:

24-11-2020

  
BLOCK DEVELOPMENT OFFICER  
BANIHAL, DISTT. RAMBAN  
Banihal



**Govt. of Jammu & Kashmir,**  
**OFFICE OF THE CHIEF EDUCATION OFFICER RAMBAN**  
**New District Administrative Complex, Maitra, Ramban (J&K)**  
**[ceo-ramban@jk.gov.in](mailto:ceo-ramban@jk.gov.in)**  
\*\*\*\*\*

**M/S ABCI Infrastructure Limited,**  
**T77-D Tunnel,**  
**Village Bankoot, Banihal,**  
**District Ramban – 182146**  
**(abciinfrabanihal@gmail.com)**

No: CEO/R/20/9379-80

Dated: 31 -10-2020

**Subject: Installation of Batching Plant at Chanar bankoot  
for T-77D Tunnel Project.**

Ref: Your office No: ABCI-T77D/HR/Admin-002 Dated: 02-09-2020

Sir,

Refer to the subject/ reference cited above. In this context, on the basis of report furnished by Principal HSS Boys Banihal/ ZEO Banihal, it has been reported that no educational institution (Govt./ Private) is situated near the aforesaid installation site.

As such, this office has no objection, if the aforesaid batching plant is installed by your company at Chanar Bankoot Banihal for T-77D Tunnel project, subject to the condition that no educational institution(s) in the vicinity of the installation site may get affected by way of noise/ air/ water or any other type of pollution and there should be no effect on the health of children reading the nearby schools.

31/10/20  
Chief Education Officer  
Ramban

**Copy to the:**

1. Director School Education Jammu for favour of information.

OFFICE OF THE CHIEF MEDICAL OFFICER HEALTH AND F.W. RAMBAN.

Subject:- No Objection certificate (NOC) for installation of Batching Plant at Chanar Bankoot

TO WHOM IT MAY CONCERN

This office has not objection if ABCI Infrastructure Ltd. will establish/install Batching Plant on Proposed land by ABCI as there is no Health Unit located within the Radios of 01 KMs, as reported by the Block Medical Officer Banihal

  
CHIEF MEDICAL OFFICER,  
RAMBAN.

No:-CMO/RBN/ 1973-74

Dated:- 3-11 2020

Copy to the:-

- 1/ District Development Commissioner Ramban for information.
- 2/ M.Y Bhat HR Admin Head for information

## OFFICE OF THE RANGE OFFICER FOREST RANGE BANIHAL

TO

THE DIVISIONAL FOREST OFFICER

FOREST DIVISION RAMBAN

NO:- 260/RB. DATED:- 29/10/2020



SUB:- Installation of Batching plant at Chanar Bankoot for T-77D Tunnel Project.

R/sir

In Compliance to your office No. RFD/1954-55 Dated 08/09/2020 wherein undersigned was directed to verify the spot & furnish report regarding subject cited above, which is here as under,

The U/sd along with the B O Banihal inspected the spot and after proper assessment and spot verification, it was observed that the Proposed site is located at a distance of 2.5 Kms away from the demarcated forest and falls under kh.no 537,536,535 in private land and the same land is dully attested by the Revenue authorities .there is no apprehension of any loss to the adjoining forest as the Batching plant is located at a distance of 2.5 Kms away from the demarcated forest. The Geo coordinates of the demarcated forest boundary and the proposed site (private land)are also mentioned in the report.

The GPS reading of the spot in co.41/bnl as under.

1. Geo coordinates of nearest demarcated forest in co.41/bnl

N 33°25'11"

E 75°11'43"

2. Geo coordinates of proposed site of installation of Batching plant at Chanar Bankoot.

(1) N 33.416704 (2) N 33.416695

E 75.199815 E 75.199749

As such it is requested and recommended that NOC for installation of temporary Batching plant may be issued in favor of the contractor/firm for the completion of allotted works please. The photographic evidences of the site and the nearest demarcated forest along with latitude and longitude is also enclosed for reference.

NORFD, 3175 Dated:- 02-11-2020

Ro Banihal Returned in original with the direction to submit the name of the demarcated forest & Geo-coordinate of the nearest BP location. Also the information has to be submitted as per the performa already circulated.

Range Officer (T)

Forest Range Banihal

Divisional Forest Officer  
Ramban Forest Division  
5/11/20

PTO →

The Range Officer  
Forest Range office  
Banihal.

Sub:- Installation of Batching plant at Chanas Bankool.  
for T-77D Tunnel project.

R/Sir,  
In connection to above cited subject, it is submitted that the WSD visited the area where the Batching plant of ABCI Infrastructure Pvt. Ltd. is proposed, the said area is out of the demarcated forest land. The Geo-coordinates of the said area are mentioned below for reference.

① N 33.416704  
E 75.199815

② N 33.416695  
E 75.199749.

Hence submitted for favour of information and reaction plz.

Dated 29-10-20

Yours faithfully  
M. R. B.  
Mohd Rafiq Beigh.  
B.O Banihal.

OFFICE OF THE ZONAL EDUCATION OFFICER BANIHAL

To

The Project Manager,  
ABCI Infrastructure PVT. LTD  
Banihal.

Sub: NOC regarding setting up of Batching Plant at Bankoot village Bankoot  
Tehsil Banihal.

Reference: CEO Ramban's Letter No.CEO/R/22/27071-73 dated 07.02.2022

With reference to the subject cited above. In this connection I have to say that I have personally visited the proposed site and found that no school of Education Zone Banihal is situated near the proposed site for the setting up of Batching Plant at Bankoot for T-77D for the construction of National Project (Railway). However, the Project Manager of ABCI is advised to set up the machinery in such a way that environmental pollution shall not affect any school of Cluster Bankoot which are located at least 1.5 Kms from the proposed site.

Hence NOC is hereby issued in favour of Project Manager ABCI Camp Banihal.

No: ZEO/BNL/21/1344-45

Dated: 07.03.2022

  
Zonal Education Officer  
Banihal (Ramban)  
Banihal

Copy to the:-

1. Chief Education Officer, Ramban for favour of information.
2. Stock file for record.

## ANNEXURE R-8/12 (Colly.)



इरकॉन इंटरनेशनल लिमिटेड  
(भारत सरकार का उद्योग)



## IRCON INTERNATIONAL LIMITED

(A GOVT. OF INDIA UNDERTAKING)

An Integrated Engineering and Construction Company

Banihal Office :  
USBRL Project,  
Vill-Krawah, Pcsst-Banihal,  
Distt-Ramban, J&K-182148  
Tele Fax : 01988-255708

Jammu Office :  
USBRL Project Office  
Saryam Complex, Marble Market,  
Jammu-180011.  
Tel : 0191-2484042, Fax : 0191-2484812

No.: IRCON/CGM/CIVIL/BANIHAL 751

Date: 28.08.2022

The Superintendent of Police,  
Office of the SP-Ramban,  
District Police Office,  
Ramban, Distt. Ramban  
Email: sp@ramban@jkspscra.gov.in

Sub: Hindrance in execution of works by local villagers at Banihal-Arpinchala Section of Udhampur-Srinagar-Baramulla new BG Rail Link Project (USBRL Project).  
Reg.: Construction of balance work for Tunnel T-77D (Km 140.60 to 148.26 Approx.) on the western side of Bichelari River on Katra-Banihal Section of USBRL Project, J&K (Package T-77D-R).  
Ref.: M/s ABCI Letter No.: ABCI/IRCON/J&K/CA/T77D/2021-22/258, Dated: 27.08.2022.

Appros to the subject matter, the below listed persons resident of Chanar Bankoot village have stopped the work by creating hindrance and not allowed the manpower & machinery inside the tunnel: -

S. No.	Name	Parent -age	Village	Nearest Police Chowki	Work Affected	Remarks / Status/ Present incidents
1.	Mohd Asgar Najar	---	Chanar Bankoot	Police Station Banihal	On 27.08.22: In the morning these have created hindrance and stopped the dewatering works at T-77D South Portal.	M/s ABCI vide letter dated 27.08.22, copy enclosed, have explained the misbehaviour done by these miscreants - Najar brothers.
2.	Manzoor Ahmed Najar	---	Chanar Bankoot	Police Station Banihal	They are habitual of creating hindrance at this prestigious National project.	- Earlier also misbehaviour and hindrance by these local villagers was reported vide this office letters No.: 553 dt.18/5/22 & No.:552 dt.19.5.22

The matter under reference regarding hindrance in the works being executed at site, IRCON request to take appropriate steps for protection by kind intervention of your good offices.

For and on behalf of  
IRCON INTERNATIONAL LIMITED

Encl.: As above-Total: 02 pages.

(SANGRAH MAURYA)  
Chief General Manager/Banihal

Copy to:

1. Secretary to CAO/C/USBRL, Northern Railway - for kind information of CAO/C/USBRL please.
2. Chief Engineer/North/USBRL, Northern Railway - for kind information please.
3. Executive Director/J&K, IRCON-Jammu - for kind information please.
4. DM/Ramban - for kind information please.
5. SDPO/Banihal - for kind information please.
6. GM/T-77D- IRCON/Banihal - for information please.

राजि. कार्यालय : सी-4, डिस्ट्रिक्ट सेंटर साकेत, नई दिल्ली - 110017, भारत  
Regd. Office : C-4, District Centre, Saket, New Delhi-110017, INDIA  
Tel.: +91-11-29565668 Fax : +91-11-26954000, 26522000  
E-mail : info@ircon.org, Web: www.ircon.org  
CIN - L45203DL1976GCI000171



True Copy



इरकॉन इन्टरनेशनल लिमिटेड  
(भारत सरकार का उपक्रम)



## IRCON INTERNATIONAL LIMITED

(A GOVT. OF INDIA UNDERTAKING)

An Integrated Engineering and Construction Company

**Banihal Office :**

USBRL Project,  
Vill-Krawah, Post-Banihal,  
Distt-Ramban, J&K-182146  
Tele Fax : 01998-255708

**Jammu Office :**

USBRL Project Office  
Satyam Complex, Marble Market,  
Jammu-180011.  
Tel : 0191-2484842, Fax : 0191-2484812

No.: IRCON/CGM/CIVIL/BNL/ 553

Date: 18.05.2022

Superintendent of Police,  
Office of the SP-Ramban,  
District Police Office,  
Ramban. Distt. Ramban  
Email: [sspramban@jkpolice.gov.in](mailto:sspramban@jkpolice.gov.in)

**Sub:** Hindrance in execution of works by local villagers at Banihal-Arpinchala Section of Udhampur-Srinagar-Baramulla new BG Rail Link Project (USBRL Project).

Apropos to the subject matter, the below listed persons from villages of Hingni and Banihal have stopped the work by creating hindrance and not allowed the manpower & machinery inside the tunnel.

S. No.	Name	Parent -age	Village	Nearest Police Chowki	Work Affected	Remarks / Status
1	Abdullaha Gujjar Mob: 9797451487	--	Hingni	Police Station Ramsoo	Since 08:00 AM on 17.05.2022.	Matter resolved at 12:30 hrs. with intervention of District Administration
2	Abdul Mazid	--	Hingni	Police Station Ramsoo		
3	Imran Mallick, Mob: 7006077707	Late Abdulla Malik	Forewagon, Banihal	Police Station Banihal	Till date since 25.04.2022.	Works stopped at Br. No.145B.
4	Babar Wani		Chanard Village	Police Station Banihal	In the morning on 18/5/22: Creating hindrance at Tunnel-77D (South), insisting that they will do construction work in the Tunnel.	Matter resolved at 10:25 AM with intervention of Administration
5	Azgar Nazar		Chanard	P.S. Banihal		
6	Manzoor		Chanard	Police Station Banihal		

The matter under reference to create hindrance in the works being executed at site, IRCON request to take appropriate steps for protection by kind intervention of your good offices.

For and on behalf of  
IRCON INTERNATIONAL LIMITED

(SANGRAH MAURYA)  
Chief General Manager/Banihal

**Copy to:**

1. Chief Engineer/North/USBRL, Northern Railway – for kind information please.
2. DM/Ramban – for kind information please.
3. GM/T-49B– for information please.

रजि. कार्यालय : सी-4, डिस्ट्रिक्ट सेंटर, साकेत, नई दिल्ली – 110017, भारत  
Regd. Office : C-4, District Centre, Saket, New Delhi-110017, INDIA  
Tel.: +91-11-29565666 Fax : +91-11-26854000, 26522000  
E-mail : [info@ircon.org](mailto:info@ircon.org), Web.: [www.ircon.org](http://www.ircon.org)  
CIN - L45203DL1976GOI008171



//TYPED COPY//

IRCON INTERNATIONAL LIMITED

(A GOVT. OF INDIA UNDERTAKING)

An Integrated Engineering and Construction Company

Banihal Office:

USBRL Project,

Vill-Krawah, Post-Banihal,

Distt-Ramban, J&K-182148

Tele Fax: 01998-255708

Jammu Office:

USBRL Project Office

Satyam Complex, Marble Market,

Jammu-180011

Tel: 0191-2484842,

Fax: 0191-2484812

---

No.: IRCON/CGM/CIVIL/BNL/751

Date: 28.08.2022

The Superintendent of Police,

Office of the SP-Ramban,

District Police Office,

Rammban. Distt. Ramban

Email: [sspramban@jkpolice.gov.in](mailto:sspramban@jkpolice.gov.in)

Sub: Hindrance in execution of works by local villagers Banihal -

Arpinchala Section of Udhampur-Srinagar-Baramulla new BG Roll

Link Project (USBRL Project)

  
True Copy

Reg.: Construction of balance work of Tunnel T-77D (Km 146.60 to 148.36 Approx.) on the western side of Bichelari River on Kutra-Banihal Section USBRL Project, J&K (Package T-77D-R).

Ref.: M/s. ABCI letter No.: ABCI/IRCON/J&K/CA/T77D/2021-22/268,  
Dated: 27.08.2022.

Apropos to the subject matter, the below listed persons residential of Chanar Bankoot village have stopped the work by creating hindrance and not allowed the manpower & machinery inside the tunnel:-

S. No.	Name	Parentage	Village	Nearest Police Chowki	Work Attached	Remarks/Statue/ Present Incidents
1.	Mohd Asgar Najar	--	Chanar Bankoot	Police Station Banihal	On 27.08.2022: in the morning	M/s. ABCI vide letter dated 27.05.2022, copy enclosed,
2.	Manzoor Ahmed Najar	--	Chanar Bankoot	Police Station Banihal	terse have created hindrance and stooped the	have explained the misbehaviour done by these

					dewatering works at T-77D South Portal. They are habitual of creating hindrance at this prestigious National Project.	miscreants- Najar brothers. -Earlier also misbehaviour and hindrance by these local villagers was reported vide this office letters No.: 553 dt. 18/5/22 & No. 562 dt/ 19.5.22
--	--	--	--	--	---	--

The matter under reference regarding hindrances in the works being executed at site, IRCON request to take appropriate steps for protection by kind intervention of your good offices.

For and on behalf of

IRCON INTERNATIONAL LIMITED

SD/-/

Encl.: As above-Total: 02 pages.

28/6/2022

(SANGRAH MAURYA)

  
True Copy

Chief General Manager/Banihal

Copy to:

1. Secretary to CAO/C/USBRL, Northern Railway – for the kind information of CAO/C/USBRL, please.
2. Chief Engineer/North/USBRL, Northern Railway – for kind information please.
3. Executive Director/J&K, IRCON, Jammu-for kind information please.
4. DM/Ramban – for kind information please.
5. GM/T-77D-IRCON/Banihal – for information please.

---

Regd. Office : C-4, District Centre, Saket, New Delhi-110017, INDIA

Tel.: +91-11-29565668 Fax: +91-11-26854000, 26522000

E-mail : [info@ircon.org](mailto:info@ircon.org), Web: [www.ircon.org](http://www.ircon.org)

CIN – L45203DL1976GO1008171

  
True Copy

ANNEXURE R-13 (Colly.)









**TEST REPORT**

Test Report Issue To:  
IRCON INTERNATIONAL LIMITED.  
USBRL PROJECT VILL KRAWAH POST  
BANIHAL RAMBAN JAMMU & KASHMIR  
INDIA 182146

Test Report No : G2207120001-0002

Date of Issue: 15/07/2022



Sample Booking/Receipt : 12/07/2022

Date of Start of Testing: 13/07/2022

Date of Completion of Test: 14/07/2022

Customer Relationship Number : G0503

**Sample Description :**  
CONSTRUCTION WATER; SAMPLE No.: 1  
CONSTRUCTION AND DEWATERING WATER FROM  
TUNNEL; SOURCE: SOUTH PORTAL OF TUNNEL.

Name of Work :CONSTRUCTION OF BALANCE WORK OF  
TUNNEL T-77D(KM 146.60 TO KM 148.36 APPROX.) ON  
WESTERN SIDE OF BICHLERI RIVER ON KATRA-  
BANIHAL SECTION ON USBRL PROJECT (PACKAGE T-  
77D-R)

*Towards  
Excellence  
Through Quality*

**Customer Reference No.:** IRCON/1014/J&K/14/T-77D-R/301/806.DATE:09.07.2022

**Kind Attention:** P. SWAMINATHAN

**Contact No.:** 9596765811

**E-Mail:** p.swaminathan@ircon.org

**Sample Condition :** Ok

**Sample Size (Approx):** 1 BOTTLE

**Sample Quantity (Approx):** 1 LTR.

**SAMPLE DRAWN BY :** CUSTOMER

**TEST PERFORMED AT :** LAB

Results relate only to the items Tested.



Reviewed & Authorized By

ULR No:TC951222000000324F

This is Digitally Signed Report and hence doesn't require Physical Signature

**Geotech International Analytical Lab Pvt. Ltd,**

6-B, 2nd Rotary EPIP, Bari Brahmana, Jammu-181133(India)

Phone : +911913507089, +911913507090 || **Web:** [www.geotechnalytical.com](http://www.geotechnalytical.com) || **Email:**

[jammu@geotechnalytical.com](mailto:jammu@geotechnalytical.com)

ISO 9001:2015 ISO 14001:2015 & ISO 45001:2018 Certified Laboratory

# TEST REPORT

Sample ID No. : G2207120001-0002  
Sample Description: Construction Water

S. No.	Test Parameter	Observed Value	Requirements as per IS: 456:2000 (Cl. 5.4)	Test Method
1.	pH at 25°C	9.61	6 Min.	IS:3025(P-11) 2022
2.	Volume of 0.02 N H <sub>2</sub> SO <sub>4</sub> required to neutralize 100 ml sample of water using mixed indicator	4.2	25 ml Max.	IS:3025(P-23) 1986, RA 2019
3.	Volume of 0.02 NaOH required to neutralize 100 ml sample of water using phenolphthalein indicator	0.0	5 ml Max.	IS:3025(P-22) 1986, RA 2019
4.	Organic Solids mg/l	25	200 mg/l Max.	IS:3025(P-18) 1984, RA 2021
5.	Inorganic Solids mg/l	243	3000 mg/l Max.	IS:3025(P-18) 1984, RA 2021
6.	Sulphate (as SO <sub>3</sub> ) mg/l	1.1	400 mg/l Max.	IS:3025(P-24/Sec-1) 2022
7.	Chloride (as Cl) mg/l	28.0	2000 mg/l Max. for concrete not containing embedded steel and 500 mg/l Max. for reinforced concrete work	IS:3025(P-32) 1988, RA 2019
8.	Total Suspended Solids mg/l	6	2000 mg/l Max.	IS:3025(P-17) 1984, RA 2021

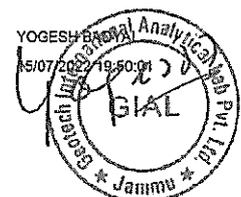
...End of Test Report...

*Sanjay Kumar*

Analyst



ULR No: TC951222000000324F



Reviewed & Authorized By

## TEST REPORT

### Term & Conditions

1. The results are related only to the items Tested
2. Total Liability of our Laboratory is limited to the invoiced Amount. No Liability will be accepted after Sample is taken back
3. The Sample Description is given "As desired by the customers". Sample not drawn by us & Analysis Conducted on Received sample unless specified otherwise.
4. Retained sample will be destroyed after 30 days from the date of issue of the test report unless instructed otherwise.
5. Any Complaints or Retest request should be communicated within 15 days from the issue of the Test report.
6. Test Report shall not be reproduced except in full, without Written approval of the Laboratory
7. The Test report is not to be reproduced wholly or in parts & cannot be used as an evidence in a court of law & shall not be used in advertising media without our permission in writing.

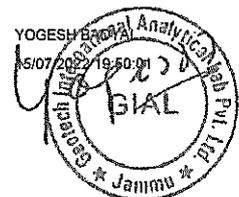
*Sanjiv Kumar*

Analyst



TC-9512

ULR No: TC951222000000324F



Reviewed & Authorized By

Certified copy of order dated - 15/7/22 <sup>93</sup>

IN THE COURT OF MUNSIF, BANIHAL

FILE No. : Misc Application No. 130 of 2022

D.O.I : 07.07.2022

D.O.D : 15.07.2022

In the case of : Mangoor Ahmed S/o Ghulam Karool

R/o: Bankoot Tehsil Banihal

District Ramban

(Plaintiff)

v/s

ABCI Infrastructures Pvt. Ltd

(Railway project at Patrihal-Banihal)

through project manager Nadeem Shamas

wani S/o Shamas Din Wani

R/o Kharpura Tehsil Banihal District

Ramban

In the matter of : Suit for permanent prohibitory injunction restraining defendant from any acts of interference by diverting the flow of waste water / Chemical water from the land of the plaintiff bearing survey No. 211 measuring 01 kanal 04 moras situated at Bankoot Tehsil Banihal District Ramban.

Munsif Banihal.

Verified to be True Copy  
U/s 76 of the Act

Judicial Magistrate

1st Class

BANIHAL

Through : Advocate K. R Wani and Advocate S. A Malik,  
learned counsel for the plaintiff  
and Advocate Wassem Wani, learned counsel for  
the defendant

True Copy

Coram : Saloni Anand  
 UID No. : JK00267

ORDER

*Ed. J. Anand*  
*for plaintiff*

1. This order shall dispose of the application for grant of interim injunction filed along with the main suit. Brief facts of the case are that the plaintiff along with his brothers inherited the suit land after the death of his father. It is next mentioned that the suit land is neither acquired nor any compensation is paid to the plaintiff for causing damage to the suit land. It is also stated by the plaintiff in the plaint that without any justified cause and reason and without indemnifying the damage caused by the defendant by way of throwing waste material and causing flow of chemical water in the land of the plaintiff, defendant is causing prejudice towards the rights of the plaintiff with respect to suit land. It is then mentioned that plaintiff has already approached concerned police station regarding its grievances but nothing effective was done in favour of plaintiff, it is also mentioned in the plaint that plaintiff has already approached Deputy Commissioner Ramban, SDM Banihal, pollution Control Board and CGM IRCON along with Tehsildar Banihal and SDPO Banihal but of no avail. Due to the reason stated above plaintiff is alleging before this court that suit land has become unfit for agricultural use and violation by the defendant is continuous despite several approaches by the plaintiff through the concerned administration and now the plaintiff has approached this court for redressal of his rights.

Verified to be True Copy  
 U/s 76 of Evidence Act

True Copy  
 Judicial Magistrate

1st Class

ANAND

Along with the plaint, plaintiff has placed on record photographs along with revenue record, applications submitted to the concerned authorities as mentioned above in this paragraph.

2. on the basis of the above-stated facts, as well as material placed on record by the plaintiffs; an ex parte restraining order was passed against the defendants, a notice was served upon the defendant who caused his appearance before this court and filed an application for the pre-ponement of suit due to the emergent nature of the matter involved along with the preliminary objections and written statement, also placed annexure "A" 'work order' and annexure "B" 'affidavit by plaintiff'.

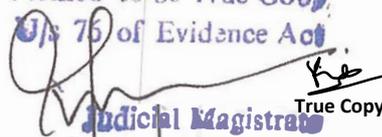
3. Defendant has raised preliminary objections stating therein that the suit filed by the plaintiff before this court is not maintainable as it is related to damages. It is then pointed out by the defendant that defendant is executing infrastructural project work which is monitored by PMO with direction to complete the target by September 2022 and grant of interim injunction in favour of plaintiff is causing irreparable loss on account of impediments and delays caused to the project. Next it is mentioned by the defendant jurisdiction of this court for granting injunction is barred by 20-A of Specific Relief Act.

4. ~~Plaintiff's~~ In order to decide application for grant of interim injunction, at this stage preliminary objections raised by the defendants are considered. Along with objections and written statement, defendant has placed on record photographs.

5. Heard arguments and perused material available on record. While arguing learned counsel for

Verified to be True Copy

U/s 76 of Evidence Act

  
Judicial Magistrate  
1st Class  
DANIHAI

True Copy

the parties have also submitted various judgments in support of their arguments which are also made part of the file.

6. Coming to the case in hand for the grant of an interim injunction, plaintiff has to satisfy that all the three principles for the grant of equitable relief are established by his case. But as far as this case is concerned before going into the question of establishment of three principles, it is to be seen that whether this court has jurisdiction to grant the injunction? As per the pleadings of both the parties it is revealed that plaintiff has come before this court in order to save the suit land from getting damaged due to the flow of chemical water which obviously is coming from the work going on for the construction T-77D by the ABCI Company, which according to the defendant is allotted to him by IRCON International Ltd. which is of National Importance. But as per plaintiff it is submitted while arguments that he has sought relief against the flow of chemical water and nowhere sought any relief which is going to cause any hindrance regarding the work going on for the infrastructural project whereas the defendant has submitted by way of arguments and through photographs placed on record that due to restraining order passed by this court flow of water is halted and it started collecting in the tunnel undergoing construction which will ultimately going to cause damage to the tunnel and can result in collapsing of the tunnel.

In the preliminary objections raised by the defendant, light is thrown upon the Section 20 A of Specific Relief Act, which clearly bars the jurisdiction of civil court to grant injunction with respect to any infrastructural project.

Verified to be True Copy  
U/s 76 of Evidence Act

Judicial Magistrate

1st Class

BANI/101

8. After Considering the pleadings of the parties as well as arguments raised by the learned counsel for the parties. This Court has come to the conclusion that in order to seek relief for grant of interim injunction which is an equitable relief, plaintiff has to come before this Court with clean hands alongwith establishing prima facies case in his favour but in this plaintiff is having weak chance of getting relief from this Court due to the bar provided under Section 20-A of Specific Relief Act and Section 41h-a of Specific Relief Act, both the provisions clearly bars this Court to grant any injunction regarding any infrastructural projects. Though it is argued by the plaintiff that he is seeking relief only regarding flow of chemical water through lake/land and has nothing to do with the infrastructural project but restraining the flow of water is ultimately causing damage to the work going on in the project work.

9. In addition to this plaintiff has placed on record various judgments of Hon'ble Supreme Court emphasising the importance of civil rights regarding land and this Court find no reason to disagree with the submission of the plaintiff. Rights of each and every citizen of this country provided by the law of land is sacrosanct and should be redressed at its earliest. It is found very unfortunate that plaintiff has knocked door of various authorities, most importantly the company who has allotted work to the one executing the work (made as defendant in this case) but was of no avail to the plaintiff. This Court find itself helpless to protect the rights of the plaintiff due to the bar created by Section 20 A and Section 41-ha of Specific Relief Act.

Verified to be True Copy  
U/s 6 of Evidence Act

Judicial Magistrate  
1st Class  
JANIH

True Copy

//TYPED COPY//

Certified copy of the Order dated 15/7/22

IN THE COURT OF MUNSIFF, BANIHAL

FILE NO. : Misc. Application No. 130 of 2022

D.O.I. : 07.07.2022

D.O.D.: 15.07.2022

In the case of : Manager Ahmed S/o Ghulam Rasool

R/o: Bankoot Tehsil Banihal

District Ramban

(Plaintiff)

V/S

ABCI Infrastructure Pvt. Ltd.

(Railway project at Tatnihal-Banihal)

through project Manager Nadeem Sharma

Rwani S/o Shamas Din Wani

R/o Kharpora Tehsil Banihal District Ramban

In the matter of: Suit for permanent prohibitory injunction restraining

Defendant from any acts of interference by diverting

the flow of waste water/chemical water from the land

of the plaintiff bearing survey no. 211 measuring 01

  
True Copy

Kanal 04 marlas situated at Bankoot Tehsil Banihal  
District Ramban.

SD/-

Munsiff Banihal

Through : Advocate K. Rwani and Advocate S.A Malik, Learned  
counsels for the plaintiff and Advocate Wassem Wani,  
Learned counsel for the defendant

Coram : Saloni Anand

UID No. : JK00267

#### ORDER

1. This order shall dispose of the application for grant of interim injunction filed along with the main suit. Brief facts of the case are that the plaintiff alongwith his brother inherited the suit land after the death of his father. It is the next mentioned that the suit land is neither acquired nor any compensation is paid to the plaintiff for causing damage to the suit land. It is also stated by the plaintiff in the plaint that without any justified cause and reason and without indemnifying the damage cause by the defendant by way of throwing waste material and causing flow of chemical water in the land of the plaintiff/defendant is causing prejudice towards the rights of the

plaintiff with respect to suit land. It is then mentioned that plaintiff has already approached concerned police station regarding its grievances but nothing effective was done in favour of plaintiff, has already approached Deputy Commissioner Ramban, SDM Banihal, Pollution Control Board and CGM IRCON alongwith Tehsildar Banihal and SDPO Banihal but of no avail. Due to the reason stated above plaintiff is alleging before this Court that suit land has become unfit for agriculture use and violation by the defendant is continuous despite several approaches by the plaintiff through the concerned administration and now the plaintiff has approached this court for redressal of his rights. Alongwith the Plaint, Plaintiff has placed on record photographs along with revenue record, applications submitted to the concerned authorities as mentioned above in this paragraph.

2. On the basis of the above-stated facts as well as material placed on record by the Plaintiffs, an ex-parte restraining order was passed against the defendants, a notice was served upon the defendant who caused his appearance before this court and filed an application for the pre-ponement of suit due to the emergent nature of the matter involved along with the preliminary objections and written

statement also placed annexure “A” ‘Work Order’ and annexure “B” ‘affidavit by plaintiff’.

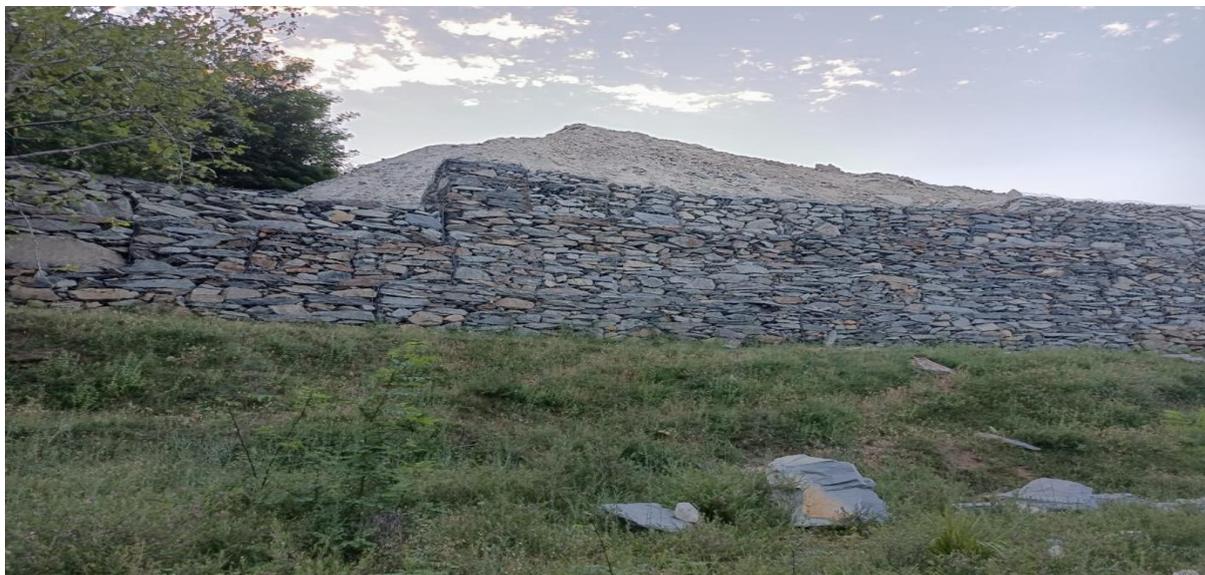
3. Defendant has raised preliminary objections stating there in that the suit filed by the plaintiff before this court is not maintainable as it is related to damages. It is then pointed out by the defendant that defendant is executing infrastructural project work which is monitored by PMO with direction to complete the target by September 2022 and grant of interim injunction in favour of plaintiff is causing irreparable loss on account of impediments and delays caused to the project. Next it is mentioned by the defendant jurisdiction of this court for granting injunction is barred by 20-A of Specific Relief Act.
4. In order to decide application for grant of interim injunction, at this stage preliminary objections raised by the defendants are considered. Along with objections and written statement, defendant has placed on record photographs.
5. Heard arguments and perused material available on record. While arguing learned counsel for the parties have also submitted various judgments in support of their arguments which are also made part of the file.

6. Coming to the case in hand for the grant of an interim injunction, plaintiff has to satisfy that all the three principles for the grant of equitable relief are established by his case. But as far as this case is concerned before going into the questions of establishment of three principles, it is to be seen that whether this court has jurisdiction to grant the injunction ? As per the pleadings of both the parties it is revealed that plaintiff has come before this court in order to save the suit land from getting damaged due to the flow of chemical water which obviously is coming from the work going on for the construction T-77D by the ABCI Company, which according to the defendant is allotted to him by IRCON International Ltd. Which is of National Importance. But as per plaintiff it is submitted while arguments that he has sought relief against the flow of chemical water and no where sought any relief which is going to cause any hindrance regarding the work going on for the infrastructure project whereas the defendant has submitted by way of arguments and through photographs place don record that due to restraining order passed by this court flow of water is hatted and it started collecting in the tunnel undergoing construction which will ultimately going to cause damage to the tunnel and can result in collapsing of the tunnel.

7. In the preliminary objections raised by the defendant, light is thrown upon the Section 20A of Specific Relief Act, which clearly bars the jurisdiction of civil court to grant injunction with respect to any infrastructural project.
8. After considering the pleadings of the parties as well as arguments raised by the learned counsel for the parties. This court has come to the conclusion that in order to seek relief for grant of interim injunction which is an equitable relief, plaintiff has to come before this court with clean hands alongwith establishing prima facie in his favour but in this plaintiff is having weak chance of getting relief from this court due to the bar provided under Section 20-A of Specific Relief Act and Section 41h-a of Specific Relief Act, both the provisions clearly bars this court to grant any injunctions regarding any infrastructure project. Through it is argued by the plaintiff that he is seeking relief only regarding flow of chemical water through the suit land and has nothing to do with the infrastructure project but restraining the flow of water is ultimately causing damage to the work going on in the project work.
9. In addition to this plaintiff has placed on record various judgments of Hon'ble Supreme Court emphasizing the importance of civil rights regarding land and this court find no reason to disagree with

the submission of the plaintiff. Rights of each and every citizen of this country provided by the law of land is sacrosanct and should be redressed at its earliest. It is found very unfortunate that plaintiff has knocked door of various authorities, most importantly the company who has allotted work to the one executing the work (made as defendant in this case) but was of no avail to the plaintiff. This court find itself helpless to protect the rights of the plaintiff due to the bar created by Section 20-A and Section 41-ha of Specific Relief Act.

ANNEXURE R-8/16



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

ORIGINAL APPLICATION NO. 706 OF 2022

IN THE MATTER OF:

ASGAR AHMAD NAJAR

...APPLICANT

Versus

MINISTRY OF ENVIRONMENT, FOREST AND  
CLIMATE CHANGE & ORS.

...RESPONDENTS

KNOW ALL to whom these present shall come that I, **Jodhraj Baid**, S/o. Sh. Peer Chand Baid, available at B-5/86, Safdarjung Enclave, South West, Delhi-110029, the authorised representative of the Respondent No. 8, do hereby appoint:

Mr. Vijay Nair, Mr. Vipender Mann, Mr. Lalan Sinha, Mr. Rahul Malhotra, Mr. Vineet Sinha, Mr. Manoranjan Sharma, Mr. Keshav Saini, Mr. Prabhakar Tiwari, Mr. Rishu Kant Sharma, Mr. Arpit Dwivedi, Mr. Yash Varma, Mr. Saqib Mukhtar Ansari, Ms. Sakshi Kapoor, Mr. Anmol Kumar, Mr. Karan Rajpurohit, Ms. Himanshi Madan, Mr. Dhruv Gupta, Ms. Tanvi Garg, Ms. Deepshikha Mishra, and Nandita Kukreja of KNM & Partners Law Offices having their office at 1<sup>st</sup> Floor, The Great Eastern Centre, 70, Nehru Place, New Delhi - 110019. E-mail: [vnair@knm.in](mailto:vnair@knm.in), [msharma@knm.in](mailto:msharma@knm.in); Mob: +91-9717591156

(hereinafter called the Advocate/s) to be my/our Advocates in the above-noted case authorised him:-

To act, appear and plead in the above-noted case in this Arbitral Tribunal, Court, or in any other Courts in which the same may be tried or heard and also in the appellate Court including the Supreme Court of India subject to fees separately for each court by me/us.

To sign, file, verify and present plea, appeals, cross-objections, or petitions for execution, review as revision, withdrawal, compromise or deemed necessary or proper for the prosecution for each stage.

To file and take back documents, to ad

To withdraw, or compromise the said arise touching or in any manner relating to the

To undertake execution proceedings.

The deposit, draw and receive mone acts and things which may be necessary to be said case.

To appoint and instruct any other legal Practitioner authorising him to exercise authorities hereby conferred upon the advocates whenever he may think fit to do so and attorney on our behalf.

And I/we undersigned do hereby agree to ratify and confirm all acts done by the substitute in the matter as my/our own acts as if done by me/us to all intents and purposes.

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

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

And I/ we, the undersigned, do hereby agree that in the event of the whole or part of the fee agreed by me/us to be paid to the Advocate remaining unpaid he shall be entitled to withdraw from the prosecution of the said case until the same is paid up. The fee settled is only for the above case and above Court. I/we hereby agree that once the fees is paid, I/we will not be entitled for the refund of the same in any case whatsoever and if the case prolongs for more than 3 years the original fee shall be paid again by me/ us.

IN WITNESS WHEREOF I/we do hereunto set my/our hand to these presents the contents of which have been understood by me/us on this 13<sup>th</sup> day of December, 2022.

Accepted subject to the terms of the fees.

For ABCI INFRASTRUCTURES PVT. LTD.

Advocates

*(Signature)*  
Director  
(Client)

Identified Signature

*(Handwritten signatures and dates)*  
Sakshi 01/30/19  
Koram 01/16/2016  
V. Singh 01/13/2016  
Maurice Singh 01/16/2017  
01/18/2017  
01/18/2017

