

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

ORIGINAL APPLICATION NO 820/2022

IN THE MATTER OF:

NAVEEN KUMAR

...APPLICANT

VERSUS

UNION OF INDIA & ORS.

...RESPONDENTS

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PLACE : GURGAON  
DATE : 21.01.2023

  
A.R. TAKKAR, GURINDERJIT, SHRIYA TAKKAR, UNNATI ANNAD,

  
TEJASVI CHAUDHRY, SYASHU PESSWANI AND PRINCE SHARMA  
ADVOCATES

ARTLO  
A-25/12, DEODAR MARG, DLF PHASE – 1, GURGAON 122002.

9582209633

ARTAKKAR@ARTLO.IN

PRINCE@ARTLO.IN

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REPLY ON BEHALF OF RESPONDENT NO.8 I.E. SHIVALIK HOSPITAL TO THE ORIGINAL APPLICATION FILED BY THE APPLICANT UNDER SECTION 18(1) READ WITH SECTION 14 OF THE NATIONAL GREEN TRIBUNAL ACT, 2010.

PRELIMINARY OBJECTIONS:

1. That at the very outset it is most relevant and important to bring to the notice of this Hon'ble Tribunal that the present Original Application has been filed by the Applicant Shri. Naveen Kumar out of malafide and to wreak vengeance as a close friend and relative of the Applicant i.e. Mr. TB Singh (Ex Principal Scientific Officer, Himachal Pradesh Pollution Control Board), was gotten arrested red handily accepting a bribe of Rs. 3,70,000/- from the answering Respondent for granting Consents which the answering Respondent Hospital was even otherwise entitled to. The Applicant i.e. Shri. Naveen Kumar is a resident of Meerut (Uttar Pradesh) and Mr. TB Singh also belongs to UP having his house in Dehradun.
2. Despite having applied for Consent to Establish as well as Consent to Operate by way of an application complete in all respect along with requisite fees in the year 2018, the said Mr. TB Singh who was Principal Scientific Officer and was in charge of Una from the beginning started harassing the Respondent demanding money despite the fact that the hospital was fully compliant. After being fed up the answering Respondent approached the State Vigilance & Anti-Corruption Bureau Himachal Pradesh and with their help a trap was laid and Mr. TB Singh was caught red handed accepting a bribe of Rs.3,70,000/-

and was taken into custody. Copy of the FIR 04/2022 against Mr. TB Singh is marked and annexed herewith as **Annexure-R/1**.

3. It is submitted that it is under these circumstances that the said Mr. TB Singh has gotten this Original Application filed through his relative Shri. Naveen Kumar just to harass the answering Respondent herein who in accordance with law is running a very small nursing home of 10 beds, wherein occupancy is hardly of 2-3 beds daily. That the Respondent herein has also recently got to know that the then Principal Scientific Officer Mr. TB Singh purposely made sure that no communication in form of notices and letters issued by the Respondent Board, reached the Respondent herein.

**RESPECTFULLY SHOWETH:**

1. That briefly stated, the Applicant Mr. Naveen Kumar R/o Gagsona, Post Phalawda Chaupal, Phalawda, Meerut, Uttar Pradesh has filed this Original Application before the Hon'ble National Green Tribunal alleging that the Respondent No.8 herein i.e. Shivalik Hospital, is running a 10 bedded hospital at District Una, Himachal Pradesh in violation of the provisions of the Water (Prevention and Control of Pollution) Act, 1974, Bio Medical Waste Management Rules, 2016 as well as in contravention of Master Plan issued by Department of Town and Country Planning, Government of Himachal Pradesh.
2. The Hon'ble National Green Tribunal vide order dated 18.11.2022 issued notice to the Respondents requiring them to file their respective replies. It is submitted that in furtherance of the order dated 18.11.2022 the registry of this Hon'ble Tribunal issued notice dated 25.11.2022 to the Respondent No.8 herein and the present reply is being filed in compliance thereof.
3. The address of the Respondent No.8 is Shivalik Hospital, Jhalera, Block Amb, District Una, Himachal Pradesh for the service of any notices in connection with this Application and that of their legal counsels is ARTLO, #A25/12, DEODAR MARG, DLF PHASE 1, GURGAON – 122002, HARYANA. It is submitted that the

present reply is being filed by Dr. Akshey Kumar who is the Managing Director of the Respondent No.8 i.e. Shivalik Hospital.

4. At the outset, the Respondent herein denies each and every statement, submissions and contentions set forth in the Original Application to the extent the same are contrary to and/or inconsistent with the true and complete facts of the case and/or the submissions made on behalf of the Respondent herein in the present Reply. The Respondent herein further humbly submits that the averments and contentions, as stated in the Original Application under reply, may not be taken to be deemed to have been admitted by the Respondent herein, save and except what are expressly and specifically admitted and the rest may be read as travesty of facts.

5. **BRIEF FACTS OF THE CASE:-**

- a. That upto the year 2013, the said premises i.e. two storeyed building was being solely used only for residential purpose. It was only in the year 2013 when it was decided to set up a 10 bed single storey hospital named "Shivalik Hospital" on the half width (right side half) of the land whereas, the other half (left side half) of the premises was still to be used for residential purpose i.e. a double storeyed residential house. It is submitted that for the purpose of setting up a 10 bed hospital a No-objection was sought from the Office of Gram Panchayat, District Una, Uttar Pradesh and the same was granted to the Respondent herein on 07.06.2013. Copy of the No-objection certificate dated 07.06.2013 issued by the Office of Gram Panchayat, District Una, Uttar Pradesh is marked and annexed herewith as **Annexure-R/2**. It is in the humble submission of the answering Respondent herein that the complete building has been constructed as per the approved building plans.
- b. That it is pertinent to mention herein that in respect of the provisions of the Development Plan for Una Town issued by the Town and Country Planning Department, Himachal Pradesh, as per Clause/regulation 7.2.1.1 of Sr. No.

7.2.1 (Residential Use) the uses permitted in the area earmarked for Residential Use are Residences, **Hospitals**, Boarding Houses, Nurseries, Kindergartens and Schools, Clinics, Social and cultural Institutions, Public Utilities and buildings, except service and storage yards, agricultural gardens, nurseries and green houses, any neighbourhood recreational uses including clubs and other semi- public recreational uses, accessory uses clearly incidental to residential uses which will not create a nuisance and eco-hazard. Relevant provision is reproduced herein below for the ready reference of this Hon'ble Tribunal:

*"7.2.1.1 Uses Permitted- Residences, Hospitals, Boarding-Houses, Nurseries, Kindergartens and Schools, Clinics Social and Cultural Institutions, Public utilities and buildings, except service and storage yards; agricultur gardens, nurseries and green houses, any neighbourhood recreational uses; including clubs and other semi- public recreational uses; accessory uses clearly incidental to residential uses which will not create a nuisance and eco-hazard."*

Further as per Clause/Regulation 7.1.(ii) of Sr. No. 7.1 (General Regulations) mixed land use is not prohibited unless otherwise a particular land use is hazardous. Relevant provision is reproduced herein below for the ready reference of this Hon'ble Tribunal:

*"(ii) General land use in the development plan has been contemplated for specified use. However, mixed land use shall not be prohibited unless otherwise a particular land use is hazardous in nature to the pre dominated use and fulfils the regulations fixed for the same."*

- Therefore, it is humbly submitted that the Respondent herein is not running the hospital in violation of the Development Plan for Una Town issued by the Town and Country Planning Department, Himachal Pradesh.
- c. That ab-initio in compliance of the provisions of the Biomedical Waste (Management and Handling Rules), 1998 the Respondent herein entered into an Agreement dated 01.04.2014 with Bio Medical Waste Treatment Plant Pvt. Ltd. (BMWT), Village Pangoli for collection of bio-medical waste as per Schedule-1 of the Biomedical Waste (Management and Handling Rules), 1998. It is submitted that the Agreement dated 01.04.2014 was valid for a period of 5 years i.e. upto 01.04.2019. Copy of the Agreement dated 01.04.2014 with Bio Medical Waste Treatment Plant Pvt. Ltd. (BMWT), Village Pangoli for collection of bio-medical waste is marked and annexed herewith as **Annexure-R/3**.
- d. That it is important to mention herein that as per the Biomedical Waste (Management and Handling Rules), 1998 the Health Care Facilities (HCF's) were required to obtain only authorization under the Biomedical Waste (Management and Handling Rules), 1998 and there was no requirement for obtaining Consent under the Water (Prevention and Control of Pollution) Act, 1974. However, the Ministry of Environment, Forest & Climate Change, Government of India in supersession of Bio-medical Waste (Management & Handling) Rules, 1998 vide notification dated 28.03.2016 revised and issued Bio-Medical Waste Management Rules, 2016. As per Rule 10 of these revised rules the Health Care Facilities (HCFs) were required to obtain Consent under the Water (Prevention and Control of Pollution) Act, 1974 in addition to Authorization from the State Pollution Control Board.
- e. Further, as per the Biomedical Waste (Management and Handling Rules), 1998 and the amended Biomedical Waste (Management) Rules, 2016, every operator of a bio-medical facility is required to obtain authorization in accordance to the procedures specified under the Rules. It is submitted that

accordingly an application for authorization was submitted by the Respondent Hospital herein and the same was granted on 21.03.2015. It is submitted that the authorization dated 21.03.2015 was valid upto 31.03.2017. Copy of the authorization granted under the Biomedical Waste (Management and Handling Rules), 1998 is marked and annexed herewith as **Annexure-R/4**.

- f. It is submitted that as per Section 14 of the Clinical Establishment Act, 2010 for the provisional registration of the clinical establishment under Section 10 of the Act, an application has to be submitted to the concerned authority along with the prescribed fees. It is submitted that the Respondent herein accordingly submitted an application and a Certificate of Provisional Registration dated 08.02.2018 was issued by the District Registering Authority, Una, and Government of Himachal Pradesh. It is submitted that the certificate was valid for a period of one year from the date of issue i.e. it was valid till 08.02.2019. Copy of the Certificate of Provisional Registration dated 08.02.2018 issued by the District Registering Authority, Una, Government of Himachal Pradesh is marked and annexed herewith as **Annexure-R/5**.
- g. That since the Ministry of Environment, Forest & Climate Change, Government of India in suppression of Bio-medical Waste (Management & Handling) Rules, 1998 vide notification dated 28.03.2016 revised and issued Bio-Medical Waste Management Rules, 2016 and as per Rule 10 of these revised rules the Health Care Facilities (HCFs) were required to obtain Consent under the Water (Prevention and Control of Pollution) Act, 1974 in addition to Authorization from the State Pollution Control Board, the Respondent herein submitted an Application for obtaining Consent to Establish and Consent to operate. It is submitted that the application submitted for obtaining the Consent to Establish as well as the Consent to Operate was complete in all respects and the requisite fees was also paid by the Respondent herein. Copy of the Application for Consent to Establish and Consent to Operate is marked and annexed herewith as **Annexure-R/6**.

- h. It is submitted that there was no reply whatsoever by the State Pollution Control Board on the application for Consents submitted by the Respondent herein. That as per the provisions of the Water (Prevention and Control of Pollution) Act, 1974, since there was no reply to the application for Consents, the Respondent herein was deemed to be operating with the consent of the State Board. Thus legally speaking the hospital in question had deemed consent in view of Section 25(7) of the Water (Prevention & Control of Pollution) Act, 1974. That Section 25(7) of the Water (Prevention & Control of Pollution) Act, 1974 is reproduced herein for your ready reference:

*"25(7)The consent referred to in sub-section (1) shall, unless given or refused earlier, be deemed to have been given unconditionally on the expiry of a period of four months of the making of an application in this behalf complete in all respects to the State Board."*

- i. Thereafter, the Respondent herein submitted an application dated 19.08.2018 for renewal of Authorization under Biomedical Waste (Management) Rules, 2016. It is submitted that the application submitted by the Respondent herein for renewal of Authorization under Biomedical Waste (Management) Rules, 2016 was complete in all respects and the requisite fees was also paid by the Respondent herein. Copy of the Application dated 19.08.2018 for renewal of Authorization under Biomedical Waste (Management) Rules, 2016 is marked and annexed herewith as **Annexure-R/7**.
- j. It is submitted that there was no reply whatsoever by the State Pollution Control Board on the application for renewal of authorization submitted by the Respondent herein. That as per Rule 10(3) of the Biomedical Waste (Management) Rules, 2016 since there was no reply to the application for renewal of authorization, the Respondent herein was deemed to be operating with the authorization of the State Board. Thus legally speaking the hospital in question had deemed authorization in view of Rule 10(3) of

the Biomedical Waste (Management) Rules, 2016. That Rule 10(3) of the Biomedical Waste (Management) Rules, 2016 is reproduced herein for your ready reference:

*"10(4) Every application for authorisation shall be disposed of by the prescribed authority within a period of ninety days from the date of receipt of duly completed application along with such necessary documents, failing which it shall be deemed that the authorisation is granted under these rules."*

- k. It is most relevant and important to bring to the notice of this Hon'ble Tribunal that the present Original Application has been filed by the Applicant Shri. Naveen Kumar out of malafide and to wreak vengeance as a close friend and relative of the Applicant i.e. Mr. TB Singh (Ex Principal Scientific Officer, Himachal Pradesh Pollution Control Board), was gotten arrested red handily accepting a bribe of Rs. 3,70,000/- from the answering Respondent for granting Consents which the answering Respondent Hospital was even otherwise entitled to. The Applicant i.e. Shri. Naveen Kumar is a resident of Meerut (Uttar Pradesh) and Mr. TB Singh also belongs to UP having his house in Dehradun.
- l. Despite having applied for Consent to Establish as well as Consent to Operate and Authorization under the Bio Medical Waste (Management) Rules, 2016 by way of an application complete in all respect along with requisite fees in the year 2018, the said Mr. TB Singh who was Principal Scientific Officer and was in charge of Una from the beginning started harassing the Respondent demanding money despite the fact that the hospital was fully compliant. After being fed up the answering Respondent approached the State Vigilance & Anti-Corruption Bureau Himachal Pradesh and with their help a trap was laid and Mr. TB Singh was caught red handed accepting a bribe of Rs.3,70,000/- and was taken into custody.

- m. It is submitted that it is under these circumstances that the said Mr. TB Singh has gotten this Original Application filed through his relative Shri. Naveen Kumar just to harass the answering Respondent herein who in accordance with law is running a very small nursing home of 10 beds, wherein occupancy is hardly of 2-3 beds daily. That the Respondent herein has also recently got to know that the then Principal Scientific Officer Mr. TB Singh purposely made sure that no communication in form of notices and letters issued by the Respondent Board, reached the Respondent herein.
- n. That as per Rule 13 of the Biomedical Waste (Management) Rules, 2016 every occupier or operator of the bio-medical facility has to submit an annual report to the prescribed authority. That accordingly the Respondent herein sent annual reports each year to the Authority concerned. It is submitted that the Annual report of January 2017 till December 2018 was sent by the Respondent herein in Jan 2018 and the same is marked and annexed herewith as **Annexure-R/8**.
- o. That since the earlier agreement with Bio Medical Waste Treatment Plant Pvt. Ltd. (BMWT), Village Pangoli for collection of bio-medical waste was to expire, the Respondent herein well before hand entered into an Agreement dated 14.02.2018 with Suraksha Bio-Sanitizer for collection of bio-medical waste. It is submitted that the Agreement was valid till 31.03.2019. Copy of the Agreement dated 14.02.2018 is marked and annexed herewith as **Annexure-R/9**.
- p. Similarly since the provisional registration under Section 14 of the Clinical Establishment Act, 2010 was to expire on 08.02.2019, the Respondent herein submitted an application of renewal and a Certificate of Provisional Registration dated 01.04.2019 was issued by the District Registering Authority, Una, Government of Himachal Pradesh. It is submitted that the certificate was valid for a period of one year from the date of issue i.e. it was valid till 01.04.2020. Copy of the Certificate of Provisional Registration dated

- 01.04.2019 issued by the District Registering Authority, Una, Government of Himachal Pradesh is marked and annexed herewith as **Annexure-R/10**.
- q. It is in the humble submission of the answering Respondent herein that in all this duration, there was no reply by the State Pollution Control Board accepting or rejecting or pointing out deficiencies in the application for Consents under Water (Prevention and Control of Pollution) Act, 1974 as well as in application for renewal of authorization under Bio Medical Waste (Management) Rules, 2016 submitted by the Appellant herein. Thus, the Respondent herein was legally operating with deemed Consents as per Section 25(7) of the Water (Prevention & Control of Pollution) Act, 1974 and deemed Authorization as per Rule 10(3) of the Biomedical Waste (Management) Rules, 2016.
- r. That it is pertinent to mention herein that in the month of September 2019, the Respondent herein at the recommendation of the Mr. TB Singh who was at that time Principle Scientific Officer with the Respondent Board, installed a Sewage Treatment Plant of capacity 3 KLD in the premises. Copy of photograph of the Sewage Treatment Plant as well as the bill for purchase/installation of the Sewage Treatment Plant issued by Apex Enviro is marked and annexed herewith as **Annexure-R/11(Colly)**.
- s. That the Agreement for collection of Bio-Medical Waste with Suraksha Bio-Sanitizer was further renewed from time to time i.e. on 01.04.2019, 01.04.2020 and 01.04.2021 and the same was valid till 31.03.2022. Copy of the Agreements with Suraksha Bio-Sanitizer dated 01.04.2019, 01.04.2020 and 01.04.2021 are marked and annexed herewith as **Annexure-R/12(Colly)**.
- t. It is in the humble submission of the answering Respondent herein that not only did Mr. TB Singh (Ex Principle Scientific Officer with the Respondent Board) advise to install Sewage Treatment Plant but also asked the Respondent herein to apply again for the Consents under the Water (Prevention and Control of Pollution) Act, 1974 online as there was no reply

by Respondent Board on the previous Application submitted by the Respondent Board in 2018. That blindly following the advise of Mr. TB Singh, the Respondent herein re-submitted an application online for grant of Consents under the Water (Prevention and Control of Pollution) Act, 1974. It is submitted that along with the application made online, Mr. TB Singh also asked the Respondent herein to re-pay the fees from 2018 onwards. It is submitted that the Respondent herein paid an amount of Rs. 5000/- towards consent fees and the receipt issued by the Respondent Pollution Control Board is marked and annexed herewith as **Annexure-R/13**.

- u. It is pertinent to mention herein that even after re-applying for the consents under the Water (Prevention and Control of Pollution) Act, 1974 online, there was no reply whatsoever from the Respondent Pollution Control Board. It is submitted that on enquiring about the same from Mr. TB Singh (Ex Principle Scientific Officer with the Respondent Board), Mr. TB Singh demanded money in form of bribe from the Respondent herein for grant of Consents and also questioned the Respondent herein as to why the Sewage Treatment Plant was not installed from a favourite vendor of Mr. TB Singh and was rather bought and installed from some other place. That in light of the same the Respondent herein made a police complaint against Mr. TB Singh for demanding bribe for the release of Consent Certificates and an FIR being FIR No,04/2022 under Section 7 of Prevention of Corruption Act, 1988 was also registered against the then Chief Scientific Officer Mr. TB Singh by the State Vigilance & Anti Corruption Bureau Himachal Pradesh and the said Mr. TB Singh was caught red handed accepting Rs. 3,70,000/- and was arrested. It is submitted that the matter is still under investigation by the State Vigilance & Anti Corruption Bureau Himachal Pradesh. Copy of the FIR has been annexed above as Annexure-R/1.
- v. That since the earlier agreement with Bio Medical Waste Treatment Plant Pvt. Ltd. (BMWT), Village Pangoli for collection of bio-medical waste was to expire, the Respondent herein well before hand entered into an Agreement

- dated 01.04.2022 with Enviro Engineers, CBWTF Industrial Area Pandoga, Una, Himachal Pradesh for collection of bio-medical waste. It is submitted that the Agreement is valid till 31.03.2023. Copy of the Agreement dated 01.04.2022 is marked and annexed herewith as **Annexure-R/14**.
- w. It is submitted that after regular follow-ups, the Respondent Board finally granted Consent to Establish dated 26.05.2022 to the Respondent Hospital. It is submitted that the Consent to Establish is valid upto 25.05.2023. Copy of the Consent to Establish dated 26.05.2022 is marked and annexed herewith as **Annexure-R/15**.
- x. That since the provisional registration under Section 14 of the Clinical Establishment Act, 2010 was to expire, the Respondent herein submitted an application of renewal and a Certificate of Provisional Registration dated 05.09.2022 was issued by the District Registering Authority, Una, Government of Himachal Pradesh. It is submitted that the certificate was valid for a period of one year from the date of issue i.e. it is valid till 05.09.2023. Copy of the Certificate of Provisional Registration dated 05.09.2022 issued by the District Registering Authority, Una, Government of Himachal Pradesh is marked and annexed herewith as **Annexure-R/16**.
- y. It is submitted that the Consent to Operate under Water (Prevention and Control of Pollution) Act, 1974 pursuant to the second application submitted in 2021 was eventually granted to the Respondent Hospital on 16.08.2022 and is valid till 31.03.2027. Copy of the Consent to Operate dated 16.08.2022 is marked and annexed herewith as **Annexure-R/17**. Also, the Respondent Board has granted the renewed Authorization dated 12.12.2022 under the Bio Medical Waste (Management) Rules, 2016 to the Respondent Hospital and the same is valid till 31.03.2027. Copy of the renewed Authorization dated 12.12.2022 under the Bio Medical Waste (Management) Rules, 2016 is marked and annexed herewith as **Annexure-R/18**.

- z. It is also pertinent to mention herein that the Respondent Hospital was inspected by the officers of the Board and samples from the sewage treatment plant of the Hospital were collected on 19.11.2022. It is submitted that as per the report of the Respondent Board dated 14.12.2022, the parameters of the samples collected from the sewage treatment plant of the Hospital were found to be well within the prescribed standard limits. Copy of the Report dated 14.12.2022 by the Respondent Board is marked and annexed herewith as **Annexure-R/19**.
- aa. In recent past, a small portion was added in the premises and as an abundant precaution, though not required, the Respondent herein applied to the Department of Town and Country Planning, Una for change of building use (hospital site) and composition of additional construction of garage situated on the right side of the hospital. It is submitted that the Special Area Development Authority, Una granted completion permission vide letter dated 19.01.2023 and the same is marked and annexed herewith as **Annexure-R/20**.
- bb. It is therefore humbly submitted that as on date, the Respondent Hospital has **Consent to Establish as well as Consent to Operate and also Authorization under the Bio Medical Waste (Management) Rules, 2016 and is running the hospital in full compliance as per the prescribed norms. It is submitted that the delay in grant of the Consents as well as the Authorization was a result of lapse on part of the officers of the Respondent Board and hence the Respondent Hospital cannot be held accountable for the same.**
- cc. It is in the humble submission of the answering Respondent herein that there is an adequate appropriate Sewage Treatment Plant which is being run efficiently of capacity 3 KLD installed in the premises and the sample result of the same have found to be well within the prescribed limits as per the report dated 14.12.2022 of the Respondent Board. Further the allegation of the Applicant that the Respondent Hospital is discharging all its Bio Medical

Waste outside the hospital is erroneous and without any evidence on record. It is submitted that starting from the year 2014 till date, the Respondent Hospital has entered into Agreements with Bio Medical Waste Collection facilities for collection of Bio Medical Waste from the hospital and the same have been placed on record for the convenience of this Hon'ble Tribunal. It is pertinent to mention herein that the Applicant has not placed on record any evidence or any photo to establish or support his allegation that the Respondent Hospital is discharging all its Bio Medical Waste outside the hospital. It is therefore submitted that the allegations of the Applicant are only based out of personal rivalry and hence ought to be dismissed.

dd. It is submitted that there arises no question of permanent damage or even say damage in the present case as the Respondent Hospital in its day to day operation is neither discharging any untreated effluent nor is disposing off its Bio Medical Waste outside the premises of the Hospital. It is hence submitted that there has been no environmental damage caused by the Respondent Hospital as well as that there is no evidence whatsoever to the effect that sewage/effluent as well as Bio Medical Waste is being discharged in open or otherwise.

**REPLY ON MERITS:-**

1. That the contents of the corresponding paragraph need no reply from the answering Respondent herein. The contents of the brief facts and the preliminary submissions are reiterated and not repeated herein for the sake of brevity.
2. That the contents of the corresponding paragraph need no reply from the answering Respondent herein. The contents of the brief facts and the preliminary submissions are reiterated and not repeated herein for the sake of brevity.

3. REPLY TO FACTS AND CIRCUMSTANCES LEADING THE APPLICANT TO FILE THE PRESENT ORIGINAL APPLICATION:-

- a. That in response to the contents of the corresponding paragraph it is submitted that as per the Biomedical Waste (Management and Handling Rules), 1998 the Health Care Facilities (HCF's) were required to obtain only authorization under the Biomedical Waste (Management and Handling Rules), 1998 and there was no requirement for obtaining Consent under the Water (Prevention and Control of Pollution) Act, 1974. However, the Ministry of Environment, Forest & Climate Change, Government of India in suppression of Bio-medical Waste (Management & Handling) Rules, 1998 vide notification dated 28.03.2016 revised and issued Bio-Medical Waste Management Rules, 2016. As per Rule 10 of these revised rules the Health Care Facilities (HCFs) were required to obtain Consent under the Water (Prevention and Control of Pollution) Act, 1974 in addition to Authorization from the State Pollution Control Board. The contents of the brief facts and the preliminary submissions are reiterated and not repeated herein for the sake of brevity.
- b. That in response to the contents of the corresponding paragraph it is submitted that as per the Biomedical Waste (Management and Handling Rules), 1998 and the amended Biomedical Waste (Management) Rules, 2016, every operator of a bio-medical facility is required to obtain authorization in accordance to the procedures specified under the Rules. It is submitted that accordingly an application for authorization was submitted by the Respondent Hospital herein and the same was granted on 21.03.2015. It is submitted that the authorization dated 21.03.2015 was valid upto 31.03.2017. Thereafter, the Respondent herein submitted an application dated 19.08.2018 for renewal of Authorization under Biomedical Waste (Management) Rules, 2016. It is submitted that the application submitted by the Respondent herein for renewal of

Authorization under Biomedical Waste (Management) Rules, 2016 was complete in all respects and the requisite fees was also paid by the Respondent herein. It is submitted that there was no reply whatsoever by the State Pollution Control Board on the application for renewal of authorization submitted by the Respondent herein. That as per Rule 10(3) of the Biomedical Waste (Management) Rules, 2016 since there was no reply to the application for renewal of authorization, the Respondent herein was deemed to be operating with the authorization of the State Board. Thus legally speaking the hospital in question had deemed authorization in view of Rule 10(3) of the Biomedical Waste (Management) Rules, 2016. The Respondent Board has now granted the renewed Authorization dated 12.12.2022 under the Bio Medical Waste (Management) Rules, 2016 to the Respondent Hospital and the same is valid till 31.03.2027. The contents of the brief facts and the preliminary submissions are reiterated and not repeated herein for the sake of brevity.

- c. That the contents of the corresponding paragraph are true and hence need no reply from the answering Respondent herein. The contents of the brief facts and the preliminary submissions are reiterated and not repeated herein for the sake of brevity.
- d. That the contents of the corresponding paragraph are true and hence need no reply from the answering Respondent herein. The contents of the brief facts and the preliminary submissions are reiterated and not repeated herein for the sake of brevity.
- e-f. That the contents of the corresponding paragraphs are wrong and hence denied. The receipt of the letter dated 27.07.2017 as well its contents are vehemently denied. It is submitted that the Respondent herein did not receive the letter dated 27.07.2017 and had the Respondent received the letter, the same would have been duly replied to. That the Respondent herein has also recently got to know that the then Principal

Scientific Officer Mr. TB Singh purposely made sure that no communication in form of notices and letters issued by the Respondent Board, reached the Respondent herein. It is in the humble submission of the answering Respondent that since the requirement to obtain Consents under the Water (Prevention and Control of Pollution) Act, 1974 was brought into force vide amended Bio Medical Waste (Management) Rules, 2016 only, the Respondent herein duly submitted an application to the Respondent Board for grant of consents under the Water (Prevention and Control of Pollution) Act, 1974. It is submitted that the application submitted was complete in all respects and was also accompanied by the requisite fees. That with respect to the authorization under Bio Medical Waste (Management) Rules 2016, it is submitted that the Respondent Hospital had authorization dated 21.03.2015 which was valid upto 31.03.2017. That the Respondent herein had thereafter duly applied for the renewal of authorization to the Respondent Board. The contents of the brief facts and the preliminary submissions are reiterated and not repeated herein for the sake of brevity.

g-i. That the contents of the corresponding paragraph are wrong and hence denied. It is denied that the Respondent is in violation of the Bio Medical Waste (Management) Rules 2016 as well as the provisions of the Water (Prevention and Control of Pollution) Act, 1974. It is denied that the Respondent till date has not obtained consent to operate from the Respondent Board and as such is discharging its Bio Medical Waste outside of its Hospital. That with respect to the authorization under Bio Medical Waste (Management) Rules 2016, it is submitted that the Respondent Hospital had authorization dated 21.03.2015 which was valid upto 31.03.2017. Thereafter, the Respondent herein submitted an application dated 19.08.2018 for renewal of Authorization under Biomedical Waste (Management) Rules, 2016. It is submitted that the application submitted by the Respondent herein for renewal of

Authorization under Biomedical Waste (Management) Rules, 2016 was complete in all respects and the requisite fees was also paid by the Respondent herein. It is submitted that there was no reply whatsoever by the State Pollution Control Board on the application for renewal of authorization submitted by the Respondent herein. That as per Rule 10(3) of the Biomedical Waste (Management) Rules, 2016 since there was no reply to the application for renewal of authorization, the Respondent herein was deemed to be operating with the authorization of the State Board. Thus legally speaking the hospital in question had deemed authorization in view of Rule 10(3) of the Biomedical Waste (Management) Rules, 2016. The Respondent Board has now granted the renewed Authorization dated 12.12.2022 under the Bio Medical Waste (Management) Rules, 2016 to the Respondent Hospital and the same is valid till 31.03.2027. Further, it is submitted that as per the Biomedical Waste (Management and Handling Rules), 1998 the Health Care Facilities (HCF's) were required to obtain only authorization under the Biomedical Waste (Management and Handling Rules), 1998 and there was no requirement for obtaining Consent under the Water (Prevention and Control of Pollution) Act, 1974. However, the Ministry of Environment, Forest & Climate Change, Government of India in suppression of Bio-medical Waste (Management & Handling) Rules, 1998 vide notification dated 28.03.2016 revised and issued Bio-Medical Waste Management Rules, 2016. As per Rule 10 of these revised rules the Health Care Facilities (HCFs) were required to obtain Consent under the Water (Prevention and Control of Pollution) Act, 1974 in addition to Authorization from the State Pollution Control Board. That since the Ministry of Environment, Forest & Climate Change, Government of India in suppression of Bio-medical Waste (Management & Handling) Rules, 1998 vide notification dated 28.03.2016 revised and issued Bio-Medical Waste Management Rules, 2016 and as per Rule 10 of these revised rules the Health Care Facilities (HCFs) were required to obtain Consent under the Water (Prevention and

Control of Pollution) Act, 1974 in addition to Authorization from the State Pollution Control Board, the Respondent herein submitted an Application for obtaining Consent to Establish and Consent to operate. It is submitted that the application submitted for obtaining the Consent to Establish as well as the Consent to Operate was complete in all respects and the requisite fees was also paid by the Respondent herein. It is submitted that there was no reply whatsoever by the State Pollution Control Board on the application for Consents submitted by the Respondent herein. That as per the provisions of the Water (Prevention and Control of Pollution) Act, 1974, since there was no reply to the application for Consents, the Respondent herein was deemed to be operating with the consent of the State Board. Thus legally speaking the hospital in question had deemed consent in view of Section 25(7) of the Water (Prevention & Control of Pollution) Act, 1974. That it is pertinent to mention herein that in the month of September 2019, the Respondent herein at the recommendation of the Mr. TB Singh who was at that time Principle Scientific Officer with the Respondent Board, installed a Sewage Treatment Plant of capacity 3 KLD in the premises. It is in the humble submission of the answering Respondent herein that not only did Mr. TB Singh (Ex Principle Scientific Officer with the Respondent Board) advise to install Sewage Treatment Plant but also asked the Respondent herein to apply again for the Consents under the Water (Prevention and Control of Pollution) Act, 1974 online as there was no reply by Respondent Board on the previous Application submitted by the Respondent Board in 2018. That blindly following the advise of Mr. TB Singh, the Respondent herein re-submitted an application online for grant of Consents under the Water (Prevention and Control of Pollution) Act, 1974. It is submitted that along with the application made online, Mr. TB Singh also asked the Respondent herein to re-pay the fees from 2018 onwards. It is submitted that the Respondent herein paid an amount of Rs. 5000/- towards consent fees. It is pertinent to mention herein that even after re-applying for the consents under the Water (Prevention and

Control of Pollution) Act, 1974 online, there was no reply whatsoever from the Respondent Pollution Control Board. It is submitted that on enquiring about the same from Mr. TB Singh (Ex Principle Scientific Officer with the Respondent Board), Mr. TB Singh demanded money in form of bribe from the Respondent herein for grant of Consents and also questioned the Respondent herein as to why the Sewage Treatment Plant was not installed from a favourite vendor of Mr. TB Singh and was rather bought and installed from some other place. That in light of the same the Respondent herein made a police complaint against Mr. TB Singh for demanding bribe for the release of Consent Certificates and an FIR being FIR No.04/2022 under Section 7 of Prevention of Corruption Act, 1988 was also registered against the then Chief Scientific Officer Mr. TB Singh by the State Vigilance & Anti Corruption Bureau Himachal Pradesh and the said Mr. TB Singh was caught red handed accepting a bribe of Rs. 3,70,000/- and was arrested. It is submitted that the matter is still under investigation by the State Vigilance & Anti Corruption Bureau Himachal Pradesh. It is submitted that after regular follow-ups, the Respondent Board finally granted Consent to Establish dated 26.05.2022 to the Respondent Hospital. It is submitted that the Consent to Establish is valid upto 25.05.2023. The contents of the brief facts and the preliminary submissions are reiterated and not repeated herein for the sake of brevity.

- j-k. That the contents of the corresponding paragraph are wrong and hence denied. It is denied that the Respondent Board has established its Hospital in contravention of Master Plan issued by the Department of Town and Country Planning. It is denied that the Respondent herein is carrying on its activity in Residential plot which is a non confirming area. The year 2013, the said premises i.e. two storeyed building was being solely used only for residential purpose. It was only in the year 2013 when it was decided to set up a 10 bed single storey hospital named "Shivalik Hospital" on the half width (right side half) of the land whereas, the other half (left side half)

of the premises was still to be used for residential purpose i.e. a double storeyed residential house. It is submitted that for the purpose of setting up a 10 bed hospital a No-objection was sought from the Office of Gram Panchayat, District Una, Uttar Pradesh and the same was granted to the Respondent herein on 0706.2013. It is in the humble submission of the answering Respondent herein that the complete building has been constructed as per the approved building plans. That it is pertinent to mention herein that in respect of the provisions of the Development Plan for Una Town issued by the Town and Country Planning Department, Himachal Pradesh, as per Clause/regulation 7.2.1.1 of Sr. No. 7.2.1 (Residential Use) the uses permitted in the area earmarked for Residential Use are Residences, **Hospitals**, Boarding Houses, Nurseries, Kindergartens and Schools, Clinics, Social and cultural Institutions, Public Utilities and buildings, except service and storage yards, agricultural gardens, nurseries and green houses, any neighbourhood recreational uses including clubs and other semi- public recreational uses, accessory uses clearly incidental to residential uses which will not create a nuisance and eco-hazard. Relevant provision is reproduced herein below for the ready reference of this Hon'ble Tribunal:

*"7.2.1.1 Uses Permitted- Residences, Hospitals, Boarding-Houses, Nurseries, Kindergartens and Schools, Clinics Social and Cultural Institutions, Public utilities and buildings, except service and storage yards; agricultur gardens, nurseries and green houses, any neighbourhood recreational uses; including clubs and other semi- public recreational uses; accessory uses clearly incidental to residential uses which will not create a nuisance and eco-hazard."*

Further as per Clause/Regulation 7.1.(ii) of Sr. No. 7.1 (General Regulations) mixed land use is not prohibited unless otherwise a particular land use is hazardous. Relevant provision is reproduced herein below for the ready reference of this Hon'ble Tribunal:

*"(ii) General land use in the development plan has been contemplated for specified use. However, mixed land use shall not be prohibited unless otherwise a particular land use is hazardous in nature to the pre dominated use and fulfils the regulations fixed for the same."*

Therefore, it is humbly submitted that the Respondent herein is not running the hospital in violation of the Development Plan for Una Town issued by the Town and Country Planning Department, Himachal Pradesh. The contents of the brief facts and the preliminary submissions are reiterated and not repeated herein for the sake of brevity.

- 4-5. That the contents of the corresponding paragraph are wrong and hence denied. It is denied that directions are required to be issued to the Respondent Board to act in accordance with Section 33 A of the Water (Prevention and Control of Pollution) Act, 1974. It is denied that balance of convenience is in favour of the applicant and the ends of justice shall suffer if the relief as prayed for is not granted. It is most relevant and important to bring to the notice of this Hon'ble Tribunal that the present Original Application has been filed by the Applicant Shri. Naveen Kumar out of malafide and to wreak vengeance as a close friend and relative of the Applicant i.e. Mr. TB Singh (Ex Principal Scientific Officer, Himachal Pradesh Pollution Control Board), was gotten arrested red handily accepting a bribe of Rs. 3,70,000/- from the answering Respondent for granting Consents which the answering Respondent Hospital was even otherwise entitled to. The Applicant i.e. Shri. Naveen Kumar is a resident of Meerut (Uttar Pradesh)

and Mr. TB Singh also belongs to UP having his house in Dehradun. Despite having applied for Consent to Establish as well as Consent to Operate and Authorization under the Bio Medical Waste (Management) Rules, 2016 by way of an application complete in all respect along with requisite fees in the year 2018, the said Mr. TB Singh who was Principal Scientific Officer and was in charge of Una from the beginning started harassing the Respondent demanding money despite the fact that the hospital was fully compliant. After being fed up the answering Respondent approached the State Vigilance & Anti Corruption Bureau Himachal Pradesh and with their help a trap was laid and Mr. TB Singh was caught red handed accepting a bribe of Rs.3,70,000/- and was taken into custody. It is submitted that it is under these circumstances that the said Mr. TB Singh has gotten this Original Application filed through his relative Shri. Naveen Kumar just to harass the answering Respondent herein who in accordance with law is running a very small nursing home of 10 beds, wherein occupancy is hardly of 2-3 beds daily. That the Respondent herein has also recently got to know that the then Principal Scientific Officer Mr. TB Singh purposely made sure that no communication in form of notices and letters issued by the Respondent Board, reached the Respondent herein. The contents of the brief facts and the preliminary submissions are reiterated and not repeated herein for the sake of brevity.

**REPLY TO GROUNDS:-**

- A. That in response to the contents of the corresponding paragraph it is submitted that as per the Biomedical Waste (Management and Handling Rules), 1998 the Health Care Facilities (HCF's) were required to obtain only authorization under the Biomedical Waste (Management and Handling Rules), 1998 and there was no requirement for obtaining Consent under the Water (Prevention and Control of Pollution) Act, 1974. However, the Ministry

of Environment, Forest & Climate Change, Government of India in suppression of Bio-medical Waste (Management & Handling) Rules, 1998 vide notification dated 28.03.2016 revised and issued Bio-Medical Waste Management Rules, 2016. As per Rule 10 of these revised rules the Health Care Facilities (HCFs) were required to obtain Consent under the Water (Prevention and Control of Pollution) Act, 1974 in addition to Authorization from the State Pollution Control Board. The contents of the brief facts and the preliminary submissions are reiterated and not repeated herein for the sake of brevity.

- B. That in response to the contents of the corresponding paragraph it is submitted that the Respondent Hospital had authorization dated 21.03.2015 which was valid upto 31.03.2017. Thereafter, the Respondent herein submitted an application dated 19.08.2018 for renewal of Authorization under Biomedical Waste (Management) Rules, 2016. It is submitted that the application submitted by the Respondent herein for renewal of Authorization under Biomedical Waste (Management) Rules, 2016 was complete in all respects and the requisite fees was also paid by the Respondent herein. It is submitted that there was no reply whatsoever by the State Pollution Control Board on the application for renewal of authorization submitted by the Respondent herein. That as per Rule 10(3) of the Biomedical Waste (Management) Rules, 2016 since there was no reply to the application for renewal of authorization, the Respondent herein was deemed to be operating with the authorization of the State Board. Thus legally speaking the hospital in question had deemed authorization in view of Rule 10(3) of the Biomedical Waste (Management) Rules, 2016. The Respondent Board has now granted the renewed Authorization dated 12.12.2022 under the Bio Medical Waste (Management) Rules, 2016 to the Respondent Hospital and the same is valid till 31.03.2027. The contents of the brief facts and the preliminary submissions are reiterated and not repeated herein for the sake of brevity.

C. That the contents of the corresponding paragraph are wrong and hence denied. It is denied that the Respondent Board has established its Hospital in contravention of Master Plan issued by the Department of Town and Country Planning. It is denied that the Respondent herein is carrying on its activity in Residential plot which is a non confirming area. The year 2013, the said premises i.e. two storeyed building was being solely used only for residential purpose. It was only in the year 2013 when it was decided to set up a 10 bed single storey hospital named "Shivalik Hospital" on the half width (right side half) of the land whereas, the other half (left side half) of the premises was still to be used for residential purpose i.e. a double storeyed residential house. It is submitted that for the purpose of setting up a 10 bed hospital a No-objection was sought from the Office of Gram Panchayat, District Una, Uttar Pradesh and the same was granted to the Respondent herein on 0706.2013. It is in the humble submission of the answering Respondent herein that the complete building has been constructed as per the approved maps. That it is pertinent to mention herein that in respect of the provisions of the Development Plan for Una Town issued by the Town and Country Planning Department, Himachal Pradesh, as per Clause/regulation 7.2.1.1 of Sr. No. 7.2.1 (Residential Use) the uses permitted in the area earmarked for Residential Use are Residences, **Hospitals**, Boarding Houses, Nurseries, Kindergartens and Schools, Clinics, Social and cultural Institutions, Public Utilities and buildings, except service and storage yards, agricultural gardens, nurseries and green houses, any neighbourhood recreational uses including clubs and other semi- public recreational uses, accessory uses clearly incidental to residential uses which will not create a nuisance and eco-hazard. Further as per Clause/Regulation 7.1.(ii) of Sr. No. 7.1 (General Regulations) mixed land use is not prohibited unless otherwise a particular land use is hazardous. Therefore, it is humbly submitted that the Respondent herein is not running the hospital in violation of the Development Plan for Una Town issued by the Town and Country Planning Department, Himachal

Pradesh. In recent past, a small portion was added in the premises and as an abundant precaution, though not required, the Respondent herein applied to the Department of Town and Country Planning, Una for change of building use (hospital site) and composition of additional construction of garage situated on the right side of the hospital. It is submitted that the Special Area Development Authority, Una granted completion permission vide letter dated 19.01.2023. The contents of the brief facts and the preliminary submissions are reiterated and not repeated herein for the sake of brevity.

- D. That the contents of the corresponding paragraph are wrong and hence denied. It is denied that balance of convenience is in favour of the applicant and the ends of justice shall suffer if the relief as prayed for is not granted. It is most relevant and important to bring to the notice of this Hon'ble Tribunal that the present Original Application has been filed by the Applicant Shri. Naveen Kumar out of malafide and to wreak vengeance as a close friend and relative of the Applicant i.e. Mr. TB Singh (Ex Principal Scientific Officer, Himachal Pradesh Pollution Control Board), was gotten arrested red handily accepting a bribe of Rs. 3,70,000/- from the answering Respondent for granting Consents which the answering Respondent Hospital was even otherwise entitled to. The Applicant i.e. Shri. Naveen Kumar is a resident of Meerut (Uttar Pradesh) and Mr. TB Singh also belongs to UP having his house in Dehradun. Despite having applied for Consent to Establish as well as Consent to Operate and Authorization under the Bio Medical Waste (Management) Rules, 2016 by way of an application complete in all respect along with requisite fees in the year 2018, the said Mr. TB Singh who was Principal Scientific Officer and was in charge of Una from the beginning started harassing the Respondent demanding money despite the fact that the hospital was fully compliant. After being fed up the answering Respondent approached the State Vigilance & Anti Corruption Bureau Himachal Pradesh and with their help a trap was laid and Mr. TB Singh was caught red handed accepting a bribe of Rs.3,70,000/- and was taken into

custody. It is submitted that it is under these circumstances that the said Mr. TB Singh has gotten this Original Application filed through his relative Shri. Naveen Kumar just to harass the answering Respondent herein who in accordance with law is running a very small nursing home of 10 beds, wherein occupancy is hardly of 2-3 beds daily. That the Respondent herein has also recently got to know that the then Principal Scientific Officer Mr. TB Singh purposely made sure that no communication in form of notices and letters issued by the Respondent Board, reached the Respondent herein. The contents of the brief facts and the preliminary submissions are reiterated and not repeated herein for the sake of brevity.

- E. That the contents of the corresponding paragraph need no reply from the answering Respondent. The contents of the brief facts and the preliminary submissions are reiterated and not repeated herein for the sake of brevity.

**REPLY TO LIMITATION:-**

That in response to the contents of the corresponding paragraph it is submitted that the operation of the Hospital is being run in the said location since the year 2013-2014 and hence the present Original Application is barred by limitation provided under Section 16 of the National Green Tribunal Act, 2010.

**REPLY TO PRAYER:-**

In view of the submissions made in the foregoing paras above, it is respectfully prayed that the Application may please be dismissed qua the answering Respondent in the interest of justice. Any other order deemed fit by this Hon'ble Tribunal may kindly be passed in public interest.

Pass any such or other orders or directions or relief which this Hon'ble tribunal finds fit and proper in the peculiar facts and circumstances of this case, in favour of the Respondent No 8.

31

*Ashy Kumar*  
RESPONDENT NO 8  
SHIVALIK HOSPITAL

Place: *Gurgaon*  
Date: *21/01/2023*

SHIVALIK HOSPITAL  
Near Police Lines Jhalera  
Una (H.P.) # 9805933644

THROUGH

*Arundh* *Unnati Anand* *Tejasvi* *Gurinderjit*  
AR TAKKAR, SHRIYA TAKKAR, UNNATI ANAND, TEJASVI CHAUDHRY, GURINDERJIT

*Syashu* *Prince*  
SYASHU PESSWANI AND PRINCE SHARMA  
ADVOCATES  
ARTLO  
#A25/12, DEODAR MARG, DLF PHASE -1,  
GURGOAN-122002  
Email id: [ARTAKKAR@ARTLO.IN](mailto:ARTAKKAR@ARTLO.IN)  
Mobile-9582209633

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

O A NO 820/2022

32

IN THE MATTER OF:

NAVEEN KUMAR

...APPLICANT

VERSUS

UNION OF INDIA &amp; ORS.

...RESPONDENTS

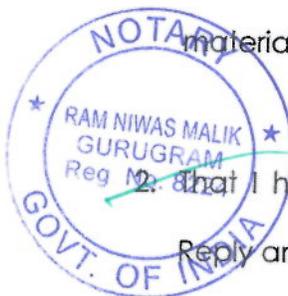
Affidavit of Dr. Akshey Kumar S/o Mr. K.D Sharma  
Aged About 58 Years, Shivalik Hospital, Jhalera, Block  
Amb, District – Una, H.P.

I, the above named deponent do hereby solemnly affirm and state as  
under:

1. That the accompanying Reply has been drafted under the authority and instructions of the deponent and after perusing its contents, the deponent has duly signed it, and the contents of paragraph Nos. 1 to thereof are true and correct to the knowledge of the deponent and the same may be read as contents of this affidavit also, which are not being reproduced for the sake of brevity. No part of it is false and nothing material has been kept concealed therefrom.

2. That I have read and understood the contents of the accompanying Reply and state that the same are true and correct in the ordinary course of its Business. The submissions made therein are based on legal advice received and believed to be correct.

*Akshey Kumar*  
SHIVALIK HOSPITAL  
Near Police Lines Jhalera  
Una (H.P.) # 9905955344



3. That the annexure attached with the Reply are true copy of their original ones.

33

PLACE: Gurgaon

DATE: 21/01/2023

*Anshu Kumar*  
DEPONENT

VERIFICATION:

SHIVALIK HOSPITAL  
Near Police Lines Jhalera  
Una (H.P.) # 9805933644

Verified that the contents of para 1 and 2 of my affidavit are true and correct to my knowledge. No part of it is false and nothing material has been kept concealed therefrom.

PLACE: Gurgaon

DATE: 21/01/2023

*Anshu Kumar*  
DEPONENT

SHIVALIK HOSPITAL  
Near Police Lines Jhalera  
Una (H.P.) # 9805933644

ATTESTED

*[Signature]*  
RAM NIWAS MALIK, ADVOCATE  
NOTARY, GURUGRAM (HR.) INDIA



21 JAN 2023

FIRST INFORMATION REPORT  
(Under Section 154 Cr.P.C.)

(प्रथम सूचना रिपोर्ट)

(धारा 154 दंड प्रक्रिया संहिता के तहत )

1. District (ज़िला): STATE VIGILANCE AND FIR No(प.सू.रि.सं.): 0004	P.S.(थाना): UNA Date & Time of FIR (एफआईआर की तिथि / समय): 31/03/2022 11:57 AM	Year(वर्ष): 2022
2. S.No.(क्र.सं.)   Acts(अभिनियम)	Sections(धारा(एँ))	
1   THE PREVENTION OF CORRUPTION ACT, 1988	7	

## 3. (a) Occurrence of offence (अपराध की घटना):

1. Day(दिन):	Date From(दिनांक से):	Date To(दिनांक तक):
Time Period (समय अवधि):	Time From (समय से):	Time To (समय तक):
(b) Information received at P.S.(थाना जहाँ सूचना प्राप्त हुई):	Date(दिनांक): 30/03/2022	Time (समय): 12:54 PM
(c) General Diary Reference (रोजनामचा संदर्भ):	Entry No.(प्रविष्टि सं.): 004	Time (समय): 31/03/2022 11:24 AM

## 4. Type of Information (सूचना का प्रकार): Written

## 5. Place of Occurrence (घटनास्थल):

1. (a) Direction and distance from P.S (थाना से दूरी और दिशा):	Beat No(बीट सं.):
(b) Address(पता):	
(c) In case, outside the limit of this Police Station, then (यदि थाना सीमा के बाहर हैं तो) Name of P.S(थाना का नाम):	District(State)(ज़िला(राज्य)):

## 6. Complainant / Informant (शिकायतकर्ता/सूचनाकर्ता):

(a) Name(नाम): Akshoy Kumar	(d) Nationality (राष्ट्रियता): INDIA
(b) Father's Name (पिता का नाम): K.D Sharma	
(c) Date/Year of Birth (जन्म तिथि / वर्ष):	
(e) UID No (यूआईडी सं.):	
(f) Passport No. (पासपोर्ट सं.):	Place of Issue (जारी करने का स्थान):
Date of Issue (जारी करने की तिथि):	
(g) Id details (Ration Card, Voter ID Card, Passport, UID No., Driving License, PAN )	

S.No.(क्र.सं.)	Id Type(पहचान पत्र का प्रकार)	Id Number(पहचान संख्या)
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## (h) Occupation (व्यवसाय):

## (i) Address(पता):

S.No. (क्र.सं.)	Address Type (पता का प्रकार)	Address (पता)
1	Present Address	COLONY-Shivalik Hospital , VILLAGE-Near Police Line Jhalera , TEHSIL-Una , DISTRICT-STATE VIGILANCE AND ANTI-CORRUPTION BUREAU (SV & ACB), STATE-HIMACHAL PRADESH, INDIA
2	Permanent Address	COLONY-Shivalik Hospital , VILLAGE-Near Police Line Jhalera , TEHSIL-Una , DISTRICT-STATE VIGILANCE AND ANTI-CORRUPTION BUREAU (SV & ACB), STATE-HIMACHAL PRADESH, INDIA

## (j) Phone number (दूरभाष न.):

Mobile (मोबाइल न.):

7. Details of known/suspected/unknown accused with full particulars (जात/संदिग्ध/अज्ञात अभियुक्त का पूरे विवरण सहित वर्णन):  
Accused More Than (अज्ञात आरोपी एक से अधिक हों तो संख्या):

S.No. (क्र.सं.)	Name (नाम)	Relative's Name (रिश्तेदार का नाम)	Present Address (वर्तमान पता)	Permanent Address (स्थायी पता)
1	T.D Singh		COLONY-Scientific Officer ,VILLAGE-Polution Control IBoard ,TEHSIL-Parwanoo,PS-PARWANOO,DISTRICT-SOLAN,STATE-HIMACHAL PRADESH,	COLONY-Scientific Officer ,VILLAGE-Polution Control IBoard ,TEHSIL-Parwanoo,PS-PARWANOO,DISTRICT-SOLAN,STATE-HIMACHAL PRADESH,

Total Trap money 8,70,000/- RS.

			INDIA	INDIA
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8. Reasons for delay in reporting by the complainant/informant (शिकायतकर्ता / सूचनाकर्ता द्वारा रिपोर्ट देरी से दर्ज कराने के कारण):

9. Particulars of properties of interest (Attach separate sheet, if necessary) (संबन्धित सम्पत्ति का विवरण (यदि आवश्यक हो, तो अलग पृष्ठ नरथी करें):

S.No. (क्र.सं.)	Property Category (संपत्ति श्रेणी)	Property Type (सम्पत्ति के प्रकार)	Nature Property (प्रकृति संपत्ति)	Description (विवरण)	Value(In Rs/-) (मूल्य (रु में))
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10. Total value of property stolen (In Rs/-) (चोरी हुई सम्पत्ति का कुल मूल्य (रु में) ):

11. Inquest Report / U.D. case No., if any (मृत्यु समीक्षा रिपोर्ट / यू.डी. प्रकरण नं., यदि कोई हो):

S.No. (क्र.सं.) UIDB Number (यू.आई.डी.बी.नं.संख्या)

12. First Information contents (Attach separate sheet, if necessary) (प्रथम सूचना तथ्य (यदि आवश्यक हो, तो अलग पृष्ठ नरथी करें):

दिनांक 30.03.2022 को थाना में शिकायतकर्ता अक्षय कुमार द्वारा दिया गया शिकायत पत्र थाना प्रभारी द्वारा प्रारम्भिक छानबीन हेतु उप निरीक्षक जसवीर चन्द को दिया गया था। शिकायत पत्र का मजबूत इस प्रकार है:- सेवा में, प्रभारी पुलिस थाना, राज्य सतर्कता एवं भ्रष्टाचार रोधी ब्यूरो ऊना, जिला ऊना, हिमाचल प्रदेश विषय : श्री टी.बी. सिंह Scientific Officer Pollution Control Board परमाणु, जिला सोलन द्वारा सरकारी कार्य करने के लिए 35 हजार रुपये रिश्त के रूप में मांग किए जाने बारे शिकायत पत्र। श्रीमान जी, निवेदन इस प्रकार से है कि मैं डाक्टर अक्षय कुमार पुत्र श्री के.डी. शर्मा C/o शिवालिक होस्पिटल Near Police Line Jhalera, Distt. Una का रहने वाला हूँ तथा शिवालिक होस्पिटल का मालिक हूँ। Pollution Control विभाग के अधिकारी वातावरण प्रदूषण न होने के सम्बन्ध में तथा अस्पताल को Pollution मुक्त चलाने के लिए अपना Consent for Authorization/Renewal of Authorisation सर्टिफिकेट देते हैं। Pollution Free Certificate को प्राप्त करने के लिए मैंने माह नवम्बर 2021 को आवेदन किया तथा, जिसके साथ मैंने 5000/- रुपये का बैंक ड्राफ्ट नम्बर 570556 दिनांक 20-11-2021 अलग से Sr. Scientific Officer HP State Pollution Control Board Parwanoo, Solan के नाम संलग्न किया था। इसके पश्चात श्री टी.बी. सिंह Scientific Officer Pollution Control Board परमाणु, जिला सोलन मार्च 2022 में अस्पताल का निरीक्षण करने के लिए ऊना आए थे। जिनके द्वारा निरीक्षण के पश्चात मुझे Pollution Clearance Certificate नहीं दिया गया तथा मेरा आवेदन लम्बित रखा गया। जो इसके पश्चात मैंने 10 मार्च 2022 को HP State Pollution Control Board की साईट पर Online आवेदन किया। जो अभी तक भी लम्बित है। मैंने श्री टी.बी. सिंह Scientific Officer से इस सम्बन्ध में टेलिफोनिकली बात की तथा Consent for Authorization/Renewal of Authorisation सर्टिफिकेट न देने के बारे में पूछा तो इसने मुझे सीवरेज ट्रीटमेंट प्लांट के बारे में पूछा तथा कहा कि आपने यह मेरे आदमी से क्यों नहीं लगावाया है। जिस पर इसने फोन काट दिया तथा मुझे कहा कि Whats App पर बात करो। इसके बाद मैंने इसे इसके Whats App नम्बर पर काल की तथा फिर से सर्टिफिकेट न देने बारे पूछा। जिस पर इसने पुनः उपरोक्त बात को दोहराया तथा काल काट दी। इस सम्बन्ध में मैंने अपने एक परिचित रणवीर सैनी से बात की जिसने आगे श्री रवि कुमार जो कि व्यास डायगोनिस्टिक सेंटर में कार्यरत है से बात की तथा फिर रवि कुमार ने श्री टी.बी. सिंह Scientific Officer से बात की। जो बात रवि कुमार की श्री टी.बी. सिंह Scientific Officer से हुई वह सारी बात रवि कुमार द्वारा मुझे बतलाया गया कि टी. बी. सिंह को यह इसलिये जानता है क्योंकि श्री टी.बी. सिंह Scientific Officer ने व्यास डायगोनिस्टिक सेंटर का भी सर्टिफिकेट लटका कर ही दिया था। जो मैंने इसे कहा कि आप इससे बात करके देखें वो क्या बोलता है। इसके बाद श्री रवि कुमार द्वारा Scientific Officer Pollution Control Board परमाणु से फोन पर बात की गई तथा मुझे बतलाया गया कि श्री टी.बी. सिंह द्वारा उपरोक्त कार्य करने के लिए 35 हजार रुपये रिश्त के रूप में देने की मांग की गई है तथा ये पैसे इसके द्वारा काल दिनांक 31-03-2022 को परमाणु में आकर देने के लिए कहे गए हैं। श्री टी.बी. सिंह रिश्त के रूप में मांगे गए पैसे मेरे से नहीं लेगा तथा रवि कुमार कुमार ने बतलाया कि श्री टी.बी. सिंह ने इसे मेरे से रिश्त के पैसे 35 हजार रुपये लेकर आने को कहा है। मैंने अपनी व श्री रवि कुमार की बातचीत को फोन के मेमोरी कार्ड में रिकार्ड करके रखा है क्योंकि श्री टी.बी. सिंह Scientific Officer Pollution Control Board परमाणु, जिला सोलन मेरे से फोन पर सीधेतौर पर बात नहीं कर रहा है। रवि कुमार मेरी तरफ से श्री टी.बी. सिंह Scientific Officer से बात कर रहा है। मैं श्री टी. बी. सिंह Scientific Officer को किसी भी प्रकार से रिश्त के रूप में कोई पैसा नहीं देना चाहता हूँ। अतः आपसे निवेदन है कि इसके विरुद्ध कानूनी कार्यवाही की जाए। Signed in English। डाक्टर अक्षय कुमार पुत्र श्री के.डी. शर्मा, C/o शिवालिक होस्पिटल Near Police Line Jhalera, Distt. Una, HP. 30/03/2022 मोबाईल नं 9805374994। छानबीन के दौरान शिकायतकर्ता के नाम व पता की सत्यता जानने के लिये शिनाख्त प्रमाण चेक किया गया तो शिकायतकर्ता श्री अक्षय कुमार पुत्र श्री कृष्ण दास शर्मा, नजदीक पुलिस लाईनस, वार्ड नम्बर 1, शिवालिक होस्पिटल, झलेड़ा ऊना, हिमाचल प्रदेश, 174303 का नाम व पता सही पाये गये। यह भी पाया गया कि शिकायतकर्ता का अस्पताल शिवालिक होस्पिटल पुलिस लाईनस झलेड़ा के पास है। यह भी पाया गया कि शिकायतकर्ता ने दिनांक 20.11.2021 को ड्राफ्ट नम्बर 570556 द्वारा 5000 रुपये SR. SCIENTIFIC OFFICER, HP STATE POLLUTION CONTROL BOARD PARWANOO, SOLAN को कागड़ा केन्द्रीय सहकारी बैंक समिती, शाखा झलेड़ा, ऊना से अदा किये हैं। शिकायतकर्ता द्वारा अपने मोबाईल से जो बात रवि कुमार से की है, उसकी रिकार्डिंग मोबाईल के मेमोरी कार्ड में सेव की है। मेमोरी कार्ड में रिकार्ड की गयी बातचीत को उसके फोन में ही सुना गया। जिसमें रवि कुमार शिकायतकर्ता श्री अक्षय कुमार की तरफ से बात कर रहा है रवि कुमार की टी. पी. सिंह, Scientific Officer

Pollution Control Board परवाणु, जिला सोलन से जो वात हुई जिसमें उसने कहा है कि "मैं अज भी आन्दा पेया हां जे अज आणा ते अज आ जाओ नहीं ता कल आ जेओं, ओ ज्यादा मंगदा पेया सी ओ केन्दा पहले ओ बन्दे का पता करो, जो लगा के गया है, साला कमा के ता ओ चला गया मैने उससे भी लेना था कहता। 35 तक मनया।" इस प्रारम्भिक सत्यापन में गुप्त सूत्रों से पता चला है कि टी.पी. सिंह, Scientific Officer, Pollution Control Board परवाणु, जिला सोलन द्वारा ऊना में इस प्रकार के प्रदूषण सम्बन्धी अपनी Consent for Authorization/Renewal of Authorization सर्टिफिकेट जारी करने की एवज में अनुचित लाभ प्राप्त करता रहा है जिसका आचरण ठीक नहीं पाया गया है। प्रारम्भिक सत्यापन रिपोर्ट में प्राप्त उपरोक्त सभी तथ्यों के आधार पर पाया गया है कि टी.पी. सिंह, Scientific Officer, Pollution Control Board परवाणु, जिला सोलन द्वारा शिकायतकर्ता से Consent for Authorization/Renewal of Authorization सर्टिफिकेट जारी करने की एवज में 35 हजार रूपये रिश्वत की मांग करना भ्रष्टाचार निवारण अधिनियम 1988 की धारा 7 का अपराध करना पाया जा रहा है। कार्यवाही पुलिस SI जसवीर चन्द के द्वारा प्रारम्भिक छानबीन करके रिपोर्ट का बारिकी से अवलोकन किया गया। विवरण रिपोर्ट का अवलोकन करने के उपरान्त रिपोर्ट को शब्द व शब्द लिखा गया है। उप नि0 जसवीर चन्द की अनुशन्सा के अनुसार टी.पी. सिंह, Scientific Officer, Pollution Control Board परवाणु, जिला सोलन के खिलाफ जुर्म जेर धारा 7 भ्रष्टाचार निवारण अधिनियम 1988 के बकूह में आना पाया जा रहा है। उपरोक्त आरोपी के खिलाफ मुकदमा जेर धारा 7 भ्रष्टाचार निवारण अधिनियम 1988 पंजीकृत थाना किया गया। FIR की प्रतियां वजरिया प्रिन्टर निकाली जा रही है। जो अवलोकनार्थ माननीय अदालत व वरिष्ठ अधिकारियों की सेवा में भेजी जा रही है। मुकदमा विशेष प्रतिवेदित है तथा FIR को ही विशेष प्रतिवेदन समझा जाये। मामला फाईल तपतीश नि0 संजीव कुमार के हवाले की जा रही है।

13. Action taken : Since the above information reveals commission of offence(s) u/s as mentioned at Item No. 2.

(की गयी कार्यवाही: चूंकि उपरोक्त जानकारी से पता चलता है कि अपराध करने का तरीका मद सं.2 में उल्लेख धारा के तहत है।):

(1) Registered the case and took up the investigation (प्रकरण दर्ज किया गया और जांच के लिए लिया गया):

or (या)

(2) Directed (Name of I.O.): (जांच अधिकारी का नाम): Sanjeev Kumar  
No(सं.): NA

Rank (पद): INSP. (Inspector)

to take up the investigation (को जांच आपने पास में लेने के लिए निर्देश दिया गया)

(3) Refused investigation due to (जांच के लिए):  
or (के कारण इन्कार किया या)

(4) Transferred to P.S.

District (ज़िला):

on point of jurisdiction (को क्षेत्राधिकार के कारण हस्तांतरित)

F.I.R. read over to the complainant/informant, admitted to be correctly recorded and a copy given to the complainant/informant free  
(शिकायतकर्ता / सूचनाकर्ता को प्राथमिकी पढ़ कर सुनाई गयी, सही दर्ज हुई माना और एक कॉपी निशुल्क शिकायतकर्ता को दी गयी।)

R.O.A.C. (आर.ओ.ए.सी.)

14. Signature/Thumb Impression of the complainant / informant.  
(शिकायतकर्ता / सूचनाकर्ता के हस्ताक्षर / अंगूठे का निशान):

Signature of Officer in charge, Police Station  
(याना प्रभारी के हस्ताक्षर)

Name (नाम): Anil Kumar

Rank (पद): Dy. SP (Deputy Superintendent of Police)

No(सं.):

15. Date and time of dispatch to the court  
(अदालत में प्रेषण की दिनांक और समय):

TRUE COPY  
ADVOCATE



# कार्यालय ग्राम पंचायत झलेड़ा

विकास खण्ड ऊना, तहसील व जिला ऊना (हिमाचल प्रदेश) 37

पत्रांक संख्या.....

अनापत्ति प्रमाण पत्र

दिनांक 07-06-2013

प्रमाणित किया जाता है कि त्रिवारिक अस्पताल गाँव झलेड़ा ज० रायसरी नजदीक पुलिस लाइन त० व जिला ऊना (हि०प्र०) में स्थापित है। इस अस्पताल के संचालन से हमारे पंचायत के ग्रामियों को अच्छी सुविधाएं मिल रही हैं तथा स्वच्छता का पूर्ण ध्यान रखा जाता है, अतः पंचायत को इस अस्पताल के संचालन के कोई बाधा नहीं है। ग्राम पंचायत झलेड़ा इस अस्पताल को अनापत्ति प्रमाण पत्र (N.O.C) जारी करती है।

Up-Parathan / Singh  
 Gram Panchayat Jhaleera  
 Teh. & Dist. Una (H.P.)

07/06/13

TRUE COPY  
 ADVOCATE

AGREEMENT

This agreement is entered on this 1st day of April of the year 2014

BETWEEN

BIO MEDICAL WASTE TREATMENT Plant Pvt. Ltd. (BMWT), Village Pangoli, Tehsil Pathankot, Punjab through their representative Devinchay Kumar S/O Sh. Des Raj

AND

SHIVALIK HOSPITAL NEAR POLICE LINES  
JHALERA, UNA. H.P. 174303

Whereas Bio-Medical Waste Treatment Plant Pvt. Ltd. (hereinafter referred to as BMWT) has set up a unit for common facility for collection, transportation, treatment and disposal of Bio-medical waste generated by the Healthcare establishments, Hospitals, Nursing homes, Blood banks, O.P.D Clinics, Pathological laboratories, Diagnostic centers etc. (hereinafter called as generators). Whereas BMWT offers to provide service to the generator on a user pay principal of collection, treatment and disposal of BMW at the rates approved by Indian Medical Association (IMA) & Pollution Control Board (PCB) /mutually agreed along with other terms and conditions with a security advance equivalent to the payment of 60 days. Whereas BMWT undertakes the liability of collection, transportation, treatment, and disposal of BMW, the generator shall undertake to adhere to this contract of service by BMWT for a maximum period of FIVE year from the agreement date. Both parties can terminate the agreement after giving a notice of three months to the other party after the expiry of this agreement period, which may be otherwise continued with the consent of both parties. Where as the generator is a hospital/O.P.D clinic/ Pathological laboratory/ Diagnostic center and agrees to avail the services being provided by BMWT with terms and conditions as listed on succeeding paras.

RESPONSIBILITIES OF BMWT

1. BMWT shall meet all the rules and regulations stipulated by PCB and generator shall not be liable for any improper handling and management after collection of BMW from the H.C.F.
2. BMWT is liable for any violation of the Environment (Protection) Act 1986 and the relevant rules, after collection of BMW from the generator units as per the agreement terms and conditions.
3. In case BMWT vehicle fail to collect the BMW within the designated time (Alternate day) due to any reason, the generator shall inform the BMWT office at Pathankot who will ensure to strictly collect the BMW within next 48 hrs. BMW shall be solely responsible for the consequences, if any in this regard. BMWT office shall maintain a register for such complaints and allot complaint number to the generator. BMWT shall bear all liabilities and penalties imposed by PCB, if any for delay or negligence in service.
4. Other complaints if any shall also be made to BMWT Pathankot by the generator. BMWT promise to attend to all such complaints within the shortest possible time.
5. BMWT shall collect the segregated bio-medical waste from the identified common waste collection site in the premises of generator.
6. BMWT shall provide assistance to finalize the pick up location to the generator.
7. BMWT shall transport the segregated waste in closed container vehicle to its treatment plant.
8. If the generator desires the initial training about segregation of BMW in color coded plastic bags and method of collection of BMW, shall be provided by BMWT at no extra cost.
9. BMWT shall schedule the timings for collecting the waste in consultation with the generator.
10. BMWT promises to keep high standard of pollution control and shall update its equipment facility as and when required.
11. BMWT will not be liable for Environmental Protection Act 1986 or any similar regulation s/ norms set up by PCB, Government bodies, in the event the generator violates any of the terms and conditions or violates any legal norm.
12. BMWT shall be responsible for appropriate treatment and shredding of disinfected waste at the centralized common bio-medical waste treatment facility as per Schedule -1 of the BMW (M&H) rules 1998.
13. BMWT shall also undertake testing of treated waste to ensure safety to the environment.
14. BMWT shall be responsible for the disposal of treated waste into secured landfills or in recycling plants as applicable.

*Arshdeep Kumar*  
 ARSHDEEP KUMAR  
 Consultant Surgeon  
 (MCI No 784)



RESPONSIBILITIES OF THE GENERATOR

1. The generator shall segregate the waste at the point of generation in accordance with BMW (M&H) rules, 1998 and in compliance with the standard prescribed there under.
2. The generator shall collect the segregated BMW in non-chlorinated plastics as stipulated by Pollution control board (PCB) norms.
3. All consumables like bags, disinfectants etc. shall be procured by the generator at its cost. BMWT is committed to supply the same at reasonable rates.
4. The bags used for collecting solid materials, placenta, and amputated body parts etc. (required to be incinerated) shall be non-chlorinated plastic bags.
5. All the bags shall be sealed tightly by the generator and BMWT will collect the sealed bags only at a secured designated point in the premises of the generator.
6. The generator shall disinfect the sharps and mutilate them and hand them over in puncture proof container of BMWT.
7. The generator shall take all steps to ensure that the waste is handled without adverse effects to human health and environment.
8. The generator shall establish a common secured waste collection site within its premises for collection and final disposal to BMWT.
9. The generator shall furnish annual report regarding generation, collection, storage, transportation and disposal of Bio-medical waste in the prescribed format to Pollution Control Board.
10. The generator shall maintain all the relevant record and report the accidents, if any, as prescribed under the rules.
11. The generator shall designate a NODAL OFFICER to interact with BMWT.
12. The collected waste material sent by the generator may be checked and suggestions may be given for improvement in segregation of waste.
13. The generator shall obtain authorization from the Pollution Control Board.
14. The generator shall be solely responsible for the number of beds being declared to BMWT which must be same for which the authorization is proposed to be got from Pollution Control Board. The generator shall inform PCB and BMWT within 7 days about any such change in number of beds.
15. The generator shall dispose off bio-medical waste under cat. No cat.7 through BMWT Only.

TERMS OF MEMBERSHIP & PAYMENT

1. The generator shall pay a membership registration fee of Rs.-1500/- (Rupees One Thousand Five hundred only) which is one time and non refundable.
2. Monthly charges to be paid to the operator shall be decided from time to time between the operator and the local chapter of PCB/IMA. Presently rate has been agreed at Rs. \_\_\_\_\_ per bed per day for the present bed strength of 10 beds comes to Rs. \_\_\_\_\_ per month.
3. The generator shall pay in advance the monthly charges for the cost of disposal by 7<sup>th</sup> of Every month without fail. Payments that are not made by the 15<sup>th</sup> of every month shall be charged a late fee @Rs.50-00 per day.
4. BMWT shall stop collecting BMW from generator if the payment is not made by 25<sup>th</sup> of the month.
5. Renewal of the services shall be subject to a charge of Rs.500-00 in addition to the amount due including the fine.
6. All payments shall be made by local n/c payee cheque / demand draft payable at Pathankot issued in favour of B M W T Plant Pvt. Ltd. All outstation cheques should include outstation charges. All dishonored cheques shall be charged Rs.200-00 extra in addition to the actual bank charges. No payment by cash shall be valid without receipt.
7. Any disputes arising out of this agreement shall be subject to the jurisdiction of Pathankot and Gurdaspur courts.
8. The Service Charges increased by 10% every year without any prior intimation.
9. The GENERATOR is liable to pay the service tax if it is applicable on Bio-Medical Waste Services.
10. BMWT has right to change the services charges time to time according to diesel prices.
11. Name of the Nodal officer is \_\_\_\_\_

In witness whereof the parties here to have set their hands to these presents on the date first above mentioned.

Witnesses:

Dr. AKSHEY KR SHARMA  
MBBS, D.S. (MAMC)  
Consultant Surgeon  
MCI No 7841

*[Signature]*  
B M W T PLANT PVT. LTD.

1.

2.

HCF  
*Akshey Kumar*

B M W T PLANT PVT. LTD.

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**BIO MEDICAL WASTE TREATMENT PLANT PVT.LTD.**

COMMON BIO MEDICAL WASTE TREATMENT FACILITY  
REGD OFF:- VILL.PANGOLI,DEFENCE ROAD,PATHANKOT  
H.O.:- SAINI EYE HOSPITAL, DHANGU ROAD,PATHANKOT(PB) PIN-145001  
TELEPHONE NO: 01874-219469,0186-2227801,9316073905,9417607440,9876376767

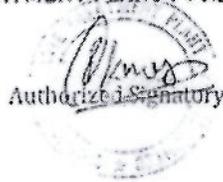
40

**BIO - MEDICAL WASTE LIFTING CERTIFICATE**

THIS IS CERTIFIED THAT BIO-MEDICAL WASTE (BMW) AS PER  
SCHEDULE-1 OF BIO-MEDICAL WASTE (Management & Handling)  
RULES 1998, EXCEPT FOR LIQUID WASTE AS PER CAT.NO.08 OF BMW  
M/S SHIVALIK HOSPITAL  
NEAR POLICE LINES JHALRA IS BEING COLLECTED BY US  
WITH EFFECT FROM: 01-04-2014 FOR FURTHER  
TREATMENT AT OUR FACILITY LOCATED AT VILLAGE PANGOLI  
DEFENCE ROAD PATHANKOT PUNJAB.

FOR BIO MEDICAL WASTE TREATMENT PLANT PVT.LTD.

Place: Pathankot

  
Authorized Signature

**TRUE COPY**  
**ADVOCATE**

4  
ANNEXURE R/4

## H.P. STATE POLLUTION CONTROL BOARD

"HIM PARIVESH" PHASE-III, BELOW BCS, NEW SHIMLA-9

Tel: 0177-2673766, 2673276, Fax No. 2673018

No. HPSPCB/BMW (117) Shivalik Hospital/ Una- 28783-24

Dated: 21.3.15

To

The Managing Director,  
Shivalik Hospital, Near Police Lines,  
Jhalera, District- Una- 174303 (H.P.)

**Sub: Renewal of authorization for operating a facility for Generation, Storage, Treatment/ Disposal and /or Handling of Bio-Medical Wastes.**

- (a) Number of authorization : BMW/UNA-014/ 14-17  
 (b) Date of Expiry : 31-3-2017  
 (c) No. of beds/Quantity of waste : 10 Beds / 22.5 Kg & 35.0 Ltrs. per month  
 (d) Mode of Disposal : Through BMWT Trust, Pathankot.

The prescribed authority in exercise of the powers conferred upon it under rule 7(4&5) of the Bio Medical Waste (Management & Handling) Rules, 1998 of Environment (Protection) Act, 1986 hereby grant renewal of authorization applied under rule 8(1) of the said rules to the Shivalik Hospital, Near Police Lines, Jhalera. District- Una (H.P.), the following activities: -

1. Generation, Segregation, Treatment & Disposal of various categories of Bio-medical waste generated from your institution strictly as per the provisions/standards prescribed under the said rules.
2. The renewal of authorization shall be in force upto 31<sup>st</sup> March, 2017.
3. The Medical institution shall apply for renewal of authorization before 3 months of expiry of the authorization period.
4. The renewal of authorization is subject to the terms & conditions as stated overleaf and also to such conditions as may be specified in the rules for the time to time-in force under the Environment (Protection) Act, 1986.
5. The log book for the 10 categories of bio-medical waste generated should also be maintained.
6. The mercury containing waste or mercury spillage shall be stored separately & record shall be maintained in the log book.
7. The plastic waste after disinfection & shredding shall be handed over to the plastic waste recycling units registered under the plastic waste (Management & Handling) Rules, 2011.
8. You are requested to send back customer feedback dully filled to this office (copy enclosed).

(Vineet Kumar)IFS  
Member Secretary

Copy to:

1. The Scientific Officer cum In-charge, HPSPCB, Sector-IV, Parwanoo, District- Solan for information. The above renewal of authorization is granted on the basis of your recommendation on dated 27/02/2015; vide online inspection Id No. 201937 (APP). The officer is requested to visit the said unit periodically and to ensure the compliance of above referred conditions and send the report.
2. Case file.

30/2/2015  
28/03/2015  
25.3.15

(Vineet Kumar)IFS  
Member Secretary

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**TERMS AND CONDITIONS OF AUTHORIZATION**

1. The unit/ operator/ generator of Bio-medical waste or transporter so authorized shall comply with the provisions of the Environment (Protection) Act, 1986, and the rules made there under.
2. The authorization or its renewal shall be produced for inspection at the request of an officer authorized by the Prescribed Authority.
3. The occupier/ operator of the facility shall maintain proper house keeping in the premises where the Bio-medical wastes are handled.
4. The occupier/ operator of the facility shall not change or alter either the quality or the quantity or the rate of discharge of liquid/ emission or temperature or the route of discharge without previous written permission from the Prescribed Authority.
5. The occupier/ operator of the facility shall take all precautionary steps to avoid leakage/ spillage of Bio-medical waste from the storage area, the storage area shall be properly fenced/ protected with caution signboards.
6. The occupier/ operator of the facility, its heirs, legal representatives etc., shall have no claim whatsoever to the continuation or renewal of this authorization after the expiry of the period of authorization.
7. The occupier/ operator of a facility shall report in Form-III to the Prescribed Authority in case of any accident occur at any institution or facility or any other site where Bio-medical waste is handled or during transportation of such waste.
8. The occupier/ operator of the facility shall ensure that, the facility is handled, operated by only qualified personals in the field. The occupier/ operator of the facility shall also appoint qualified personals and create a separate cell/ department for compliance under the various conditions of the authorization.
9. The authorized person shall take prior permission of the Prescribed Authority to close down the facility.
10. The unit shall apply for the renewal of an authorization within 3 months prior to expiry of the previous authorization.
11. The occupier/ operator of a facility shall treat and dispose the Bio-medical waste in accordance with the Rules.
12. The occupier/ operator of the facility are required to maintain equipments for requisite treatment of Bio-medical waste like, Incinerator, Autoclave, Microwave system, etc. The occupier/ operator shall comply with the standards for incinerator, autoclave and microwave system, deep burial pits etc. as prescribed in the Rules.
13. The occupier/ operator of the facility shall maintain records of handling Bio-medical waste in Form-II as per rule (10) and submit the Annual Report by 31<sup>st</sup> January every year to the Prescribed Authority. The report shall include information about the categories and quantities of Bio-medical waste handled during the preceding year. All the record shall be subjected to inspection and verification by the Prescribed Authority/ authorized person at any time.
14. The occupier/ operator of the facility shall ensure that the Bio-medical waste shall not be mixed with other waste.
15. The occupier/ operator of the facility shall segregate the Bio-medical waste and collect in the container bags at the point of generation in accordance with Schedule-II prior to storage, transportation, treatment and disposal. The containers shall be labeled in accordance with Schedule-III.
16. The occupier/ operator of the facility shall ensure that no untreated Bio-medical waste shall be kept/ stored beyond a period of 48 hours, provided that if for any reason it becomes necessary to store waste beyond such period, the authorized person shall take permission of the Prescribed Authority and take measures to ensure that the waste does not adversely affect human health and environment.
17. The occupier /generator shall take services of Common Transport Facility from duly authorized transporter of Bio-Medical Waste, to transport its bio-medical waste to common treatment facility.
18. The Prescribed Authority reserves the right to review, impose additional condition or conditions, revoke, change or alter the terms and conditions of the authorization.
19. The occupier/ operator of the facility shall comply with the standards and specification as per rules and shall furnish compliance within 30 days from the date of receipt of this authorization.
20. Waste collecting bags require incineration shall be made of non chlorinated plastic with label and seal as per the specifications indicated under Schedule-III of the Bio-medical Rules, 1998.
21. Any authorized change in personnel/ equipment or working conditions as mentioned in the application by the person authorized shall constitute a breach of this authorization.
22. The occupier/ operator of the facility shall not rent and sell, transfer or otherwise transport the Bio-medical waste without prior permission from the Prescribed Authority.
23. The hospital shall submit the Analysis Report of stack emissions attached to incinerator and Analysis Report of liquid waste being discharged by the hospital within 3 months from date of the issue of authorization to ascertain the adequacy and efficiency of treatment systems.

TRUE COPY

ADVOCATE

By Order  
Member Secretary  
HPSPCB



**GOVERNMENT OF HIMACHAL PRADESH**

**District Registering Authority  
UNA**

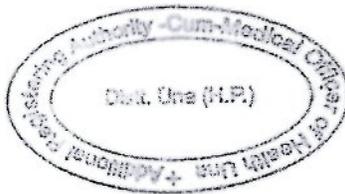
**CERTIFICATE OF PROVISIONAL REGISTRATION**

This is to certify that *Shivalik Hospital* located at *Jhalera* owned by *Akshay Kumar* has been granted provisional registration as a clinical establishment under Section 15 of The Clinical Establishments (Registration and Regulation) Act, 2010. The Clinical Establishment is registered for providing medical services as a *Single Practitioner* under *Allopathy* System of Medicine.

This Certificate is valid for a period of one year from the date of issue.

Place: Una

Date of Issue: 08/02/2018



*[Signature]*  
DRA: Una

Designation of the Issuing Authority

*Terms and Conditions of Registration\**

1. The holder of this Certificate of Registration shall comply with all the provisions of Clinical Establishment Act (Registration and Regulation) 2010 and the Rules made there under.
2. The Certificate of Registration is not transferable. The Certificate of Registration shall be displayed in a prominent place in a part of the premises open to the public.
3. Any change of ownership or change of category or change of management or on ceasing to function as a clinical establishment, the certificate of registration shall be surrendered to the authority and application for fresh registration submitted.

*\*Additional terms and conditions are as stipulated by the appropriate registering authority.*

<http://clinicalestablishments.nic.in/AuthenticatedPages/DRA/Provisional.aspx?StatusId=CqF1392%2f6ps%3d&DistrictId=BhaUfjNRsjA%3d> Date:08/02/2018

**TRUE COPY**

**ADVOCATE**

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ANNEXURE R/6

	<p style="text-align: right;">Cost of Form Rs. (To be paid along with Consent)</p> <p style="text-align: center;"><b>Himachal Pradesh State Pollution Control Board</b> <b>'Him Parivesh', Phase -III, New Shimla-171009, HP.</b></p>
---	---

**Form-XIII**

[See Rule 22]

Application for Consent to Establish/Operate/Renewal the industrial plant/plants under Section 25/26 of the Water (Prevention & Control of Pollution) Act, 1981

Application for Consent to Establish or take any step to establish any Industry, operation processes or any treatment and disposal system for discharge, under Section-25 or continuation or discharge under Section-26 of the Water (Prevention and Control of Pollution) Act, 1974.

Date:

From:

SHIVALIK HOSPITAL.  
NEAR POLICE LINES  
Thabwa, U.M.

To

The Member Secretary,  
Himachal Pradesh Pollution Control Board,  
Him Parivesh, Phase- III, New Shimla,  
Shimla- 171009, HP.

Sir,

I/we hereby apply for Consent/Renewal of Consent under Section-25 of Water (Prevention and Control of Pollution) Act, 1974 (6 of 1974) to establish or take any step to establish any Industry or operation or process or a treatment and disposal system or extension or addition to bring into use any new altered outlet for discharge of sewage / trade effluent\* to continue to discharge sewage trade effluent \* from land/ premises owned by

The other relevant details are below:

1.	Full name of the applicant	AKSHEY KUMAR.	
2.	Nationality of the applicant	Indian ✓	
3.	a)	Individual	Individual ✓
	b)	Proprietary concern	---
	c)	Partnership firm (whether registered or unregistered)	---
	d)	Joint family concern	---
	e)	Private Limited Company	---
	f)	Public Limited Company	---
	g)	Government Company	---
		(1) State Government	---
		(2) Central Government	---
		(h) Foreign Company (If a foreign company, the details of registration, incorporation etc.)	---
	(i) Any Other Association or Body	---	
4.	Names, Address and Telephone Nos. of Applicant: (Use separate sheet if space provided is not sufficient) (The full list of individuals, partners, person, Chairman (full-time or part-time) Managing Directors, Managing Partners, Directors (full-time or part-time) and other office bearers, be furnished with their period of tenure in the respective office, with telephone nos./ and residential address).	SHIVAJI HOSPITAL NEAR POLICE LINES THALER LANA 174303 9805374994	

\*Strike out which is not relevant

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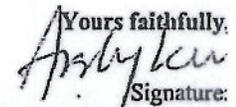
5.	Full Address of the Industry with PIN Code: <i>Er Asp S No 4</i>				
6.	Details of Commissioning etc.:				
	(a)	Approximate date of proposed commissioning of work.		Already in operation since <i>2.5.2010</i>	
	(b)	Expected date of commencement of date of production.		—	
7.	Total number of employee expected to be employees.			No of employee : <i>5</i> numbers	
8.	Details of license/registrations, if any obtained under the provisions of Industrial Development Regulation Act, 1951			Registration under Industrial Development Regulation Act, 1951 not applicable. Under Clinical Establishment Act, 2010 hospital is registered.	
9.	Name of the person authorized to sign this form (the original authorization except in the case of individual proprietor concern is to be enclosed)			Dr ..... <i>D. P. K. S. H. K. I. C. M. A. R.</i>	
10.	a)	Details of raw materials and chemicals used per month. <i>(Use separate sheet if space provided is not sufficient)</i>		Not applicable in case of hospital	
	b)	List of products and by-products. <i>(Use separate sheet if space provided is not sufficient)</i>		Not applicable in case of hospital	
	c)	License/Registration of Annual Capacity of the Industry, Operation or process etc.		Hospital with existing <i>5</i> bed capacity.	
11.	State daily quantity of water in kilolitres utilized and its source (domestic/ industrial process boiler Cooling others).				
		Domestic	Industrial Process	Boiler Cooling	Others
	Quantity in KLD	Avg : <i>0.2</i> KLD (sewage, washing etc)	NIL	NIL	Chemical liquid waste : Max <i>0.2</i> KLD
12.	Whether permission for water abstraction has been taken from the Competent Authority (enclose copy).			Water supply through <i>I.P.H. Thalasa.</i>  There is no ground water abstraction by our hospital	
13.	(a)	State the daily maximum quantity of effluents, quantity and mode of disposal (sewer or drains or river or land or lake/pond / or estuary/ tidal waters/ sea water/off shore) Also attach analysis report of the effluents. Type of effluent, quantity in kilolitres, mode of disposal.		Quantity	Disposal to
			Domestic	Industrial Process	Boiler Cooling
	Quantity in KLD	Avg. <i>0.2</i> KLD (sewage, washing etc)	NIL	NIL	Chemical liquid waste <i>0.2</i> KLD
	Mode of Disposal	<i>Septic tank</i>	NA	NA	Septic tank after disinfection.
(b)	Total quantity of effluent currently discharged or expected to be discharged.			Avg <i>0.2</i> KLD ( <i>200</i> lts/day)	
(c)	What monitoring arrangement is currently existing or proposed to be created?			Septic tank	
14.	State whether you have any treatment plant for industrial, domestic or combined effluents.			<i>Yes/ No</i>	

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15.	If yes, attach the description of the process of treatment in brief. Attach information on the quantity of treatment effluent vis-a-vis the standards. State details of solid waste generated in the process or during waste treatment.			
	Description	Quantity (in KLD)	Method of Treatment	Method of Disposal
	Domestic	0.2 KLD (200 lts per day)	---	Disposal in own septic tank.
	Industrial Process	---	---	---
	Boiler/Cooling	---	---	---
	Others	0.2 KLD (200 lts per day)	Chemical liquid waste (0.2 KL) neutralized & disinfected through sodium hypochlorite.	Disposal in own septic tank after disinfection.
16.	Please indicate whether storm water drains are kept separate from industrial/domestic effluent drains.			Yes/No
17.	Please indicate expected composition of the effluent. In case of operational industry actual composition of the effluent is to be indicated and latest analysis report to be attached.		<p>Domestic effluent: Contains water from sewage, washing etc, with soap/detergent contents.</p> <p>Chemical liquid waste: <del>laboratory washings</del>, blood, contains disinfectant, blood, urine, traces of chemical from house-keeping, disinfection activ. etc.</p>	
	No Lab			
18.	a) Are facilities available with the applicant for carrying out the following tests of the waste water		Existing	Proposed
	(i)	Physical	Yes/No	No
	(ii)	Chemical	Yes/No	No
	(iii)	Bacteriological	Yes/No	No
	(iv)	Toxicological	Yes/No	No
	b) If yes, give details of equipments/tests		NA	
19.	Copy of the Environment Statement for the previous year as prescribed in Form-V under Rule-14 of Environment (Protection), Rules, 1986 attached. (Applicable only in case of operational units)			Yes/No (Fresh application)
20.	I/we further declare that the information furnished above is correct to the best of my/ our knowledge.			
	I/we hereby submit that in case of change either of the point of discharge or the quantity of discharge or its quantity, a fresh application for CONSENT shall be made and until such CONSENT is granted no change shall be brought into use.			
	I / we hereby agree to submit to the Himachal Pradesh State Pollution Control Board an application for Renewal of Consent one month in advance of the date of expiry of the consented period for outlet/ discharge if, to be continued thereafter.			
	I / we undertake to furnish any other information within one month of its being called for by the Himachal Pradesh State Pollution Control Board.			

Note: - Strike out which is not relevant.

TRUE COPY  
ADVOCATE

Yours faithfully,  
  
 Signature:  
 Name of the application: Dr. Akshay K. Sharma  
 Designation: MBBS M.S. (MAMC)  
 Address: Consultant Surgeon  
 MCI No. 7841

FORM - II

(See rule 10)

ANNEXURE R/7

## APPLICATION FOR AUTHORISATION OR RENEWAL OF AUTHORISATION

(To be submitted by occupier of health care facility or common bio-medical waste treatment facility)

To

The Member Secretary,

HP State Pollution Control Board, Shimla.

## 1. Particulars of Applicant:

(i)	Name of the Applicant: (In block letters & in full)	Dr. AKSHEY KUMAR
(ii)	Name of the health care facility (HCF) or Common bio-medical waste (CBWTF):	SHIVALIK HOSPITAL.
(iii)	Address for correspondence	NEAR POLICE LINES JHALERA, UNA 174303.
(iv)	Tele No., Fax No:	9806372994
(v)	E-mail:	akshey101@yahoo.co.in
(vi)	Website Address:	

## 2. Activity for which authorization is sought:

Activity	Please tick
Generation	✓
Segregation	✓
Collection	✓ (Intramural)
Storage	✓
Packaging	.....
Reception	.....
Transportation	.....
Treatment	✓
Processing	.....
Conversion	.....
Recycling	.....
Disposal	✓
Any other form of handling	.....

3. Application for  fresh or  renewal of authorisation (please tick whatever is applicable):

(i)	Applied for CTO/CTE Yes/No:	YES
(ii)	In case of renewal previous authorisation number and date:	BMW 300752 con line No
(iii)	Status of Consents: (a) Under the Water (Prevention and Control of Pollution) Act, 1974: (b) Under the Air (Prevention and Control of Pollution) Act, 1981:	Applied for Applied for/Not applicable N/A Applied
4.	(i) Address of the health care facility (HCF) or Common bio-medical waste treatment facility (CBWTF):	SHIVALIK HOSPITAL
	(ii) GPS coordinates of health care facility (HCF) or Common bio-medical waste treatment facility (CBWTF):	BMW-300752 (con line No)

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5. Details of health care facility (HCF) or common bio-medical waste treatment facility (CBWTF):

(i)	Number of beds of HCF:	5	
(ii)	Number of patients treated per month by HCF:	1000	
(iii)	Number of healthcare facilities covered by CBMWTF:	Not applicable	
(iv)	No of beds covered by CBMWTF:	Not applicable	
(v)	Installed treatment and disposal capacity of CBMWTF: Kg per day	Not applicable	
(vi)	Quantity of biomedical waste treated or disposed by CBMWTF	Not applicable	
(vii)	Area or distance covered by CBMWTF (Pl. attach map a map with GPS locations of CBMWTF and area of coverage)	Not applicable	
(viii)	Quantity of Biomedical waste handled, treated or disposed:		
Category	Type of Waste	Quantity Generated or Collected, kg/day	Method of Treatment and Disposal (Refer Schedule I)
(1)	(2)	(3)	(4)
YELLOW	(a) Human Anatomical Waste	—	BMWWT Pathankot
	(b) Animal Anatomical Waste	Not applicable	
	(c) Soiled Waste	0.6 kg	
	(d) Expired or Discarded Medicines	—	
	(e) Chemical Solid Waste	—	
	(f) Chemical Liquid Waste	20 lit	
	(g) Discarded linen, mattresses, beddings contaminated with blood or body fluid.	—	
	(h) Microbiology, Biotechnology and other clinical laboratory waste	—	
RED	Contaminated Waste (Recyclable)	0.5 kg	2
White (Translucent)	Waste sharps including Metals	0.070 kg	
BLUE	Glassware	0.3 kg	
	Metallic Body Implants	Not applicable	.....

6. Brief description of arrangement for handling biomedical waste (attach detail) *Segregation & Disposal into CBWTF Pathankot*

- i) Mode of transportation of bio-medical waste (if any): *BMWWT Pathankot*
- ii) Detail of treatment equipment (please give detail such as number, type and capacity of each unit)

Detail of treatment equipment	No of HCF	Capacity of each unit
Incinerators	—	—
Plasma pyrolysis	—	—
Autoclaves	—	—
Microwaves	—	—
Shredder	—	—
Needle tip cutter or destroyer	2	—
Sharp encapsulation or concrete pit	—	—
Deep burial pits	—	—
Chemical disinfection	<i>Hypochlorite</i>	—
Any other treatment equipment	—	—

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7. Contingency plan of common bio-medical waste treatment facility (CBWTF) attach documents):

Not applied

8. Details of directions or notices or legal actions if any during the period of earlier authorisation:

Not applicable

9. Declaration:

I do hereby declare that the statements made and information given above are true to the best of my knowledge and belief and that I have not concealed any information. I do also hereby undertake to provide any further information sought by the prescribed authority in relation to these rules and to fulfill any conditions stipulated by the prescribed authority.

Date: 19/8/16

Place: UNA.

*Arshy Kumar*  
Signature of the Applicant

MD  
Designation of the Applicant  
Dr. Arshy K. Sharma  
MBBS M.S. (MAMC)  
Consultant Surgeon  
MCI No. 7841

TRUE COPY  
ADVOCATE

**Form -IV  
(See rule 13)  
Annual Report**

ANNEXURE

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R/B

[To be submitted to the prescribed authority on or before 30<sup>th</sup> June every year for the period from January to December of the preceding year, by the Occupier of Health Care Facility (HCF) or common bio-medical waste treatment facility (CBWTF)]

Sr. No.	Particulars		
1.	Particulars of the Occupier	:	
	(i) Name of the authorized person (occupier or operator of facility)	:	DR AKSHEY KUMAR
	(ii) Name of HCF or CBMWTF	:	Shivalik Hospital ,UNA
	(iii) Address for Correspondence	:	SHIVALIK HOSPITAL NEAR POLICELINES, JHALERA
	(iv) Address of Facility	:	Near Police Lines ;Jhalera,Una,174303
	(v) Tel. No. Fax. No.	:	
	(vi) E-mail ID	:	akshey101@yahoo.co.in
	(vii) URL of Website	:	www.shivalikhospitaluna.com
	(viii) GPS coordinates of HCF of CBMWTF	:	
	(ix) Ownership of HCF of CBMWTF	:	(State Government of Private or Semi Govt. or any other) Private
	(x) Status of Authorization under the Bio-Medical Waste (Management and Handing) Rules.	:	Authorization No. .... Valid up to.....
	(xi) Status of Consents under Water Act and Air Act.	:	Valid up to: NOT APPLICABLE
2.	Type of Health Care Facility	:	
	(i) Bedded Hospital	:	No. of Beds 5
	(ii) Non-Bedded Hospital (Clinic or Blood Bank or Clinical Laboratory or Research Institute or Veterinary Hospital or any other)	:	
	(iii) License number and its date of expiry.	:	
3.	Details if CBMWTF	:	
	(i) Number healthcare facilities covered by CBMWTF	:	
	(ii) No. of beds covered by CBMWTF	:	
	(iii) Installed treatment and disposal capacity of CBMWTF	:	_____ Kg per day

	(iv) Quantity of biomedical waste treated or disposal by CBMWTF :	_____ Kg/day ✓			
4.	Quantity of waste generated or disposed in Kg per annum (on monthly average basis)	Yellow category: 63,632g Red Category: 81.5 White: 4,405 Blue Category: 51,775 General Solid waste 5KG			
5.	Details of the Storage , treatment, transportation, processing and Disposal Facility				
	(i) Details of the on-site storage facility :	Size : Capacity: Provision of on-site storage : (cold storage or any other provision)			
	(ii) Disposal Facilities :	Type of treatment Equipment	No of Units	Capacity Kg/day	Quantity treated or disposed In Kg per Annum
		Incinerators			
		Plasma Pyrolysis			
		Autoclaves			
		Microwave			
		Hydroclave			
		Shredder			
		Needle tip cutter or destroyer	1		
		Sharps encapsulation or concrete pit			
		Deep Burial pits:			
		Chemical disinfection:	1		120 lt/annum
		Any other treatment equipment:			
	(iii) Quantity of recyclable wastes sold to authorized recyclers after treatment in kg per annum.	Red Category (like plastic, glass etc.) 5KG			
	(iv) No of vehicles used for collection and transportation of biomedical waste.	1			
	(v) Details of incineration ash and ETP sludge generated and disposal during the treatment of wastes in Kg per annum)	Quantity Generated (Kg per annum)			Where disposed
		Incineration Ash			
		ETP Sludge			

	(vi) Name of the Common Bio-Medical Waste Treatment Facility Operator through which wastes are disposed of	:	1
	(vii) List of member HCF not handed over bio-medical waste.	:	
6.	Do you have bio-medical waste management committee? If yes, attach minutes of the meetings held during the reporting period.	:	yes
7.	Detail trainings conducted on BMW	:	
	(i) Number of training conducted on BMW Management.	:	2
	(ii) Number of personnel trained	:	5
	(iii) Number of personnel trained at the time of induction	:	5
	(iv) Number of personnel not undergone any training so far.	:	0
	(v) Whether standard manual for training is available?	:	yes
	(vi) Any other information)	:	--
8.	Details of the accident occurred during the year	:	
	(i) Number of Accidents occurred	:	none
	(ii) Number of the persons affected	:	NA
	(iii) Remedial Action taken (Please attach details if any)	:	
	(iv) Any Fatality occurred, details.	:	
9.	Are you meeting the standards of air Pollution from the incinerator?. How many times in last year could not met the standards?	:	NOT APPLICABLE
	Details of Continuous online emission monitoring systems installed	:	NOT APPLICABLE

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10.	Liquid waste generated and treatment methods in place. How many times you have not met the standards in a year.	:	120LT, Nahypochlorite
11.	It the disinfection method or sterilization meeting the log 4 standards? How many times you have not met the standards in a year?	:	0
12.	Any other relevant information	:	(Air Pollution Control Device attached with the incinerator.)

Certified that the above report is for the period from January 2017 to December 2017

Date:  
Place:

10/12

*Amy*  
Dr Akshey Kumar  
Name and Signature of the Head of the Institution

TRUE COPY

ADVOCATE

ANNEXURE R/9 55

No 2404020 2017

Himachal Government Judicial Paper

SURAKSHA BIO SANITIZER

VILL DHUGIARI P.O GAGGAL TEH. & DISTT. KANGRA (H.P)
Head Office: - OHRI MARKET MAIN BAZAAR KANGRA
Phone no- 92180-55554-94591-69991-92185-55554

Dated: 14-2-18

AGREEMENT

This agreement is entered on this 14 Day of February of the year 2018

BETWEEN

SURAKSHA BIO SANITIZER VILLAGE DHUGIARI P.O GAGGAL TESHIL AND DISTT. KANGRA HIMACHAL 176209

Through their representative PARN S/O SHARAN LAL

AND

Name of Health Care Establishment (HCE): SHIVALEK HOSPITAL.

(Herein after referred to as GENERATOR

Full Address: SHIVALEK HOSPITAL NEAR POLICE LINES, THACERA UDA

Authorizer Representative of GENERATOR: Dr. MISHRA Designation: M.D

Contact no: 98259 22644 E-Mail ID: amishra107@yahoo.co.in

NOW THIS INDENTURE WITNESSETH and it is hereby covenant

Validity of the Agreement:-

This agreement shall remain in force for a period of 18-19 Year w.e.f. 1 Day of February the year 2018 to 1 Day of March of the year 2019 (both days inclusive), and can be further renewed with mutual consent of both the parties.

RESPONSIBILITIES OF SURAKSHA BIO SANITIZER:-

Suraksha bio sanitizer shall meet all the rules and regulation stipulated by HPSCB AND generator shall not be liable for any improper handling and management after collection of Bio Medical Waste from the Health Care Facility.

- 1. Suraksha Bio Sanitizer is liable for any violation of the Environment (Protection) act 1986 and the relevant rules, after collection of Bio Medical waste from the GENERATOR unit as per the agreement terms and conditions.
2. In case Suraksha Bio Sanitizer vehicle fail to collect the Bio Medical waste within the designated time (alternate day) due to any reason, the Generator shall inform the Suraksha Bio Sanitizer office at Dhugiari who will ensure to strictly collect the Bio Medical Waste within 48 hrs Suraksha Bio Sanitizer shall be solely responsible for the for the consequences, if any in this regard. Suraksha Bio Sanitizer office shall maintain a register for such complaints and allot complaint number to the GENERATOR. Suraksha Bio Sanitizer shall bear all liabilities and penalties imposed by HPSECB, if any for delay or negligence in Services.

For Suraksha Bio Sanitizer

[Signature]

Amey Kr. Sharma
M.D.B.S. (M.A.M.C.)
Consultant Surgeon
MCI No. 7841

Demarshall Government Industrial Paper

1. The Government of the United Kingdom has been advised by the Committee of the International Labour Office that the Government of the United States of America has agreed to the following conditions for the supply of industrial paper to the United Kingdom:

2. The Government of the United States of America shall supply to the United Kingdom the quantity of industrial paper specified in the schedule attached hereto, subject to the following conditions:

3. The paper shall be of the quality specified in the schedule attached hereto, and shall be delivered to the United Kingdom in accordance with the terms of the contract of sale to be entered into between the Government of the United States of America and the Government of the United Kingdom.

4. The Government of the United States of America shall be responsible for the payment of the freight charges on the paper to be supplied to the United Kingdom, and for the payment of the duties and taxes on the paper when it is imported into the United Kingdom.

5. The Government of the United States of America shall be responsible for the payment of the interest on the loan of the United States of America to the United Kingdom for the purpose of financing the supply of paper to the United Kingdom.

6. The Government of the United States of America shall be responsible for the payment of the interest on the loan of the United States of America to the United Kingdom for the purpose of financing the supply of paper to the United Kingdom.

RESPECTIVE OBLIGATIONS OF THE GENERATORS

1. The generator shall maintain the water in the reservoir at a level which will ensure that the turbine is supplied with the quantity of water specified in the schedule attached hereto.
2. The generator shall maintain the water in the reservoir at a level which will ensure that the turbine is supplied with the quantity of water specified in the schedule attached hereto.
3. The generator shall maintain the water in the reservoir at a level which will ensure that the turbine is supplied with the quantity of water specified in the schedule attached hereto.
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8. The generator shall maintain the water in the reservoir at a level which will ensure that the turbine is supplied with the quantity of water specified in the schedule attached hereto.
9. The generator shall maintain the water in the reservoir at a level which will ensure that the turbine is supplied with the quantity of water specified in the schedule attached hereto.
10. The generator shall maintain the water in the reservoir at a level which will ensure that the turbine is supplied with the quantity of water specified in the schedule attached hereto.
11. The generator shall maintain the water in the reservoir at a level which will ensure that the turbine is supplied with the quantity of water specified in the schedule attached hereto.
12. The generator shall maintain the water in the reservoir at a level which will ensure that the turbine is supplied with the quantity of water specified in the schedule attached hereto.
13. The generator shall maintain the water in the reservoir at a level which will ensure that the turbine is supplied with the quantity of water specified in the schedule attached hereto.

*[Handwritten signature]*

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No 2404622

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Himachal Government Judicial Paper

- 14. The GENERATOR shall be solely responsible for the number of beds being declared to SURAKSHA BIO SANITIZER which must be same for which the authorization is proposed to be got from Pollution Control Board. The GENERATOR shall inform PCB and SURAKSHA BIO SANITIZER Within 7 day about any such change in numbers of beds.
- 15. The GENERATOR shall dispose of BIO-MEDICAL WASTE under cat.1 to 7 through Suraksha bio Sanitizer only.

Terms & Conditions

- 1. The GENERATOR shall pay an amount equal to three months of service charges as refundable/adjustable security deposit. *Rs. 2000/-*
- 2. Suraksha Bio Sanitizer shall charge Rs. *1500* (Rs. *Five Hundred only*) per month for the service of collection transport treatment & disposal of BMW Subject to the condition of weight limit \_\_\_\_\_ Kg per month OR Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_) per bed per day subject the total no of beds are \_\_\_\_\_ (\_\_\_\_\_ ) at present.
- 3. The no of beds as well as quantity of waste shall be reviewed annually. The agreement may be amended suitably if required.
- 4. Suraksha Bio Sanitizer would be at liberty to serve the notice to termination of agreement /suspension of service offered at any time to the GENERATOR if the GENERATOR fails to make the payment to SURAKSHA BIO SANITIZER within a time frame of three months from the date on which they become so payable.
- 5. In case of the termination of the agreement by virtue of applicability of Para 6 above the security deposit/advance paid by the GENERATOR shall stand forfeited without impacting the original claim of the "Suraksha Bio Sanitizer".
- 6. All payments shall be made by local a/c payee cheque /Demand Draft payable at Kangra in favour of SURAKSHA BIO SANITIZER no payment by cash shall be valid without receipt.
- 7. All bounced cheque shall be charged @ Rs.400/-extra in addition to the actual bank charges.
- 8. Any dispute arising out of this agreement shall be subject to the jurisdiction of Kangra court.
- 9. Suraksha bio Sanitizer will charge minimum Rs. \_\_\_\_\_ /Month from the BCU/Waste generator for the collection Handling Transportation & Disposal of the BMW up to \_\_\_\_\_ waste Rs.50/Kg will be charged for extra waste & 10 % will be increased per year automatically.

TERMINATION CLAUSE

Both the parties would be at liberty to terminate this contact by serving a notice of three months well in advanced or alternately compensating the other party by an amount of equal to the average of 3 (three) months billing.

AUTHORIZED SIGNATORY.... "SURAKSHA BIO SANITIZER)

Dr. Akshay Kr. Sharma  
MBBS M. Ch. (MAMC)  
Surgeon  
MCI No. 7841

(AUTHORIZED SIGNATORY... GENI...

GENI...

TRUE COPY

ADVOCATE

Provisional registration No:020.

ANNEXURE - R/10



**GOVERNMENT OF HIMACHAL PRADESH**

**District Registering Authority  
UNA**

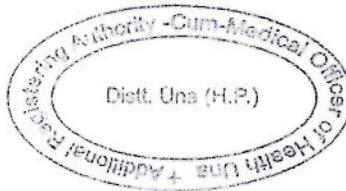
**CERTIFICATE OF PROVISIONAL REGISTRATION**

This is to certify that *Shivalik Hospital* located at *Jhalera* owned by *Akshay Kumar* has been granted provisional registration as a clinical establishment under Section 15 of The Clinical Establishments (Registration and Regulation) Act, 2010. The Clinical Establishment is registered for providing medical services as a *Single Practitioner* under *Allopathy* System of Medicine.

This Certificate is valid for a period of one year from the date of issue.

Place: Una

Date of Issue: 01/04/2019



*[Signature]*  
DRA  
Designation of the Issuing Authority

Terms and Conditions of Registration\*

1. The holder of this Certificate of Registration shall comply with all the provisions of Clinical Establishment (Registration and Regulation) 2010 and the Rules made there under.
2. The Certificate of Registration is not transferable. The Certificate of Registration shall be displayed in a prominent place in a part of the premises open to the public.
3. Any change of ownership or change of category or change of management or on ceasing to function as a clinical establishment, the certificate of registration shall be surrendered to the authority and application for fresh registration submitted.

\*Additional terms and conditions are as stipulated by the appropriate registering authority.

<http://clinicalestablishments.gov.in/AuthenticatedPages/DRA/Provisional.aspx?StatusId=QqFt392%2f8ps%3d&DistrictId=BhaUfjNRsjA%3d>; Date:01/04/2019

**TRUE COPY**

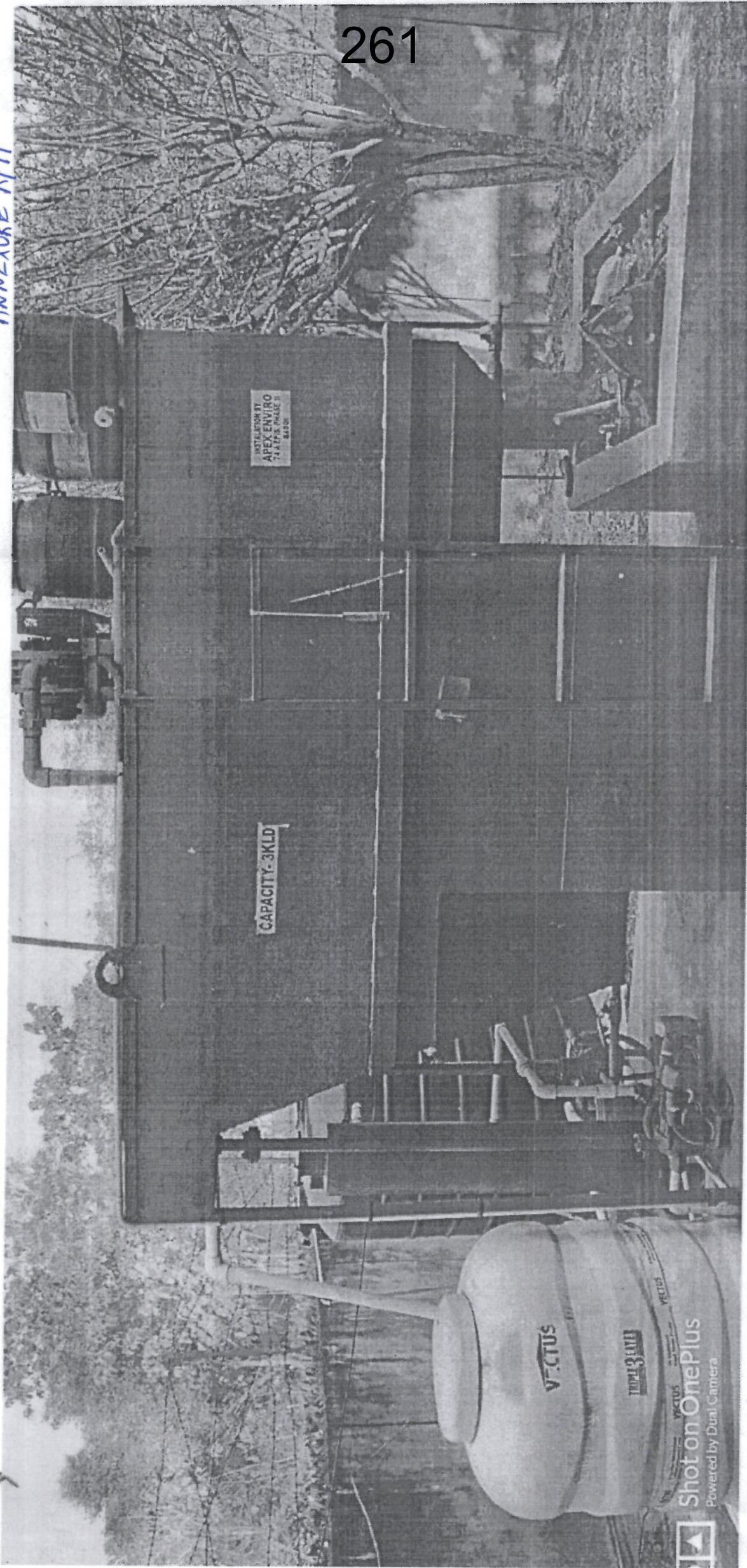
**ADVOCATE**

ANNEXURE R/11

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ANN-R/11

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Shot on OnePlus  
Powered by Dual Camera

VICTUS

TWIN 3 KLD

CAPACITY-3KLD

INSTALLATION BY  
APEX ENVIRO  
74 A.P.P.S. PHASE II  
BARDOLI

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GSTIN: 02AKPPG4091E1ZE TIN 02030201862		<b>TAX INVOICE</b>		PAN: AKPPG4091E
<b>Apex Enviro</b> 74 A, EPIP, Phase II Thanna, Baddi, Distt Solan, HP Mob 9872900777				
Invoice No. 1920/32			Dated: 24/09/2019	
Buyer  Dr Akshey, Shivalik Hospital, Near Police Lines, Jhalera, Una, HP.  GSTIN:02ADRPK7975J12X	Suppliers Ref No. (If any)			
	Order No. —		Dated: —	
	Dispatched Through: Tempoo Vehicle No.: HP12 G 0736 GR No.: 0016970		Destination Jhalera, Una	
Particulars	Quantity	Rate	Amount	
Effluent cum sewage Treatment Plant	1Nos	130000	130000	
HSN/SAC 84219900				
SGST		9 %	11700	
CGST		9 %	11700	
Total			153400	
Amount in words: One Lac Fifty Three Thousand and Four Hundred Only.				
For Apex Enviro				
Authorised Signatory				

TRUE COPY

ADVOCATE

No 0057765

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## Himachal Government Judicial Paper

ANNEXURE - R/12

Registration no:-.....

## SURAKSHA BIO SANITIZER

VILL DHUGIARI P.O.GAGGAL TEH. & DISTT. KANGRA (HP)  
 Head Office: - OHRI MARKET MAIN BAZAAR KANGRA  
 Phone no: - -01892-297035-94591-69991.92185-55554

## AGREEMENT

DATE... 1st April 2019

This agreement is entered on this 1st Day of April of the year 2019

## BETWEEN

SURAKSHA BIO SANITIZER VILLAGE DHUGIARI P.O GAGGAL TESHIL AND DISTT.KANGRA HIMACHAL 176209

Through their representative PAWAN THAKUR (MANAGER SURAKSHA BIO SANITIZER) S/o SH SOHAN LAL

## AND

Name of Health Care Establishment (HCE):-

SHIVALIK HOSPITAL JHALERA

(Herein after referred to as GENERATOR

Full Address:- Near police line Jhalera, Tehsil - Una, Distt - Una

Authorizer Representative of GENERATOR:- Dr. Akshay Kumar Designation: Owner

Contact no: 9805933644 E-Mail ID:-

NOW THIS INDENTURE WITNESSETH and it is hereby covenant

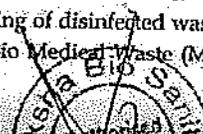
## Validity of the Agreement:-

This agreement shall remain in force for a period of One Year w.e.f. 1st Day of April of the year 2019, to 31st Day of March of the year 2020 (Both days inclusive), and can be further renewed with mutual consent of both the parties.

## RESPONSIBILITIES OF SURAKSHA BIO SANITIZER:-

Suraksha bio sanitizer shall meet all the rules and regulation stipulated by HPSPCB AND generator shall not be liable for any improper handling and management after collection of Bio Medical Waste from the Health Care Facility.

1. Suraksha Bio Sanitizer is liable for any violation of the Environment (Protection) act 1986 and the relevant rules, after collection of Bio Medical waste from the GENERATOR unit as per the agreement terms and conditions.
2. In case Suraksha Bio Sanitizer vehicle fail to collect the Bio Medical waste within the designated time (alternate day) due to any reason, the Generator shall inform the Suraksha Bio Sanitizer office at Dhugiari who will ensure to strictly collect the Bio Medical Waste as per norms. Suraksha Bio Sanitizer shall be solely responsible for the consequences, if any in this regard. Suraksha Bio Sanitizer office shall maintain a register for such complaints and allot complaint number to the GENERATOR. Suraksha Bio Sanitizer shall bear all liabilities and penalties imposed by HPSECB, if any for delay or negligence in Services.
3. Suraksha Bio Sanitizer shall collect the segregated Bio Medical Waste from the identified common waste collection site in the premises of GENERATOR.
4. Suraksha Bio Sanitizer shall transport the segregated waste in closed container vehicle to its treatment plant. If the GENERATOR desires the initial training about segregation of Bio Medical Waste in color coded plastic bags and method of collection of Bio Medical Waste, shall be provided by SURAKSHA BIO SANITIZER at extra charge.
5. SURAKSHA BIO SANITIZER shall schedule the timings for collecting the waste in consultation with the Generator and also provide assistance to finalize the pickup location to the GENERATOR.
6. SURAKSHA BIO SANITIZER shall not be liable for any kind of the violation made by generator /or its staff under the environmental (Protection) Act 1986 or any similar regulation/norms set up by PCB Government Bodies.
7. SURAKSHA BIO SANITIZER shall be responsible for appropriate treatment and shredding of disinfected waste at the centralized common Bio Medical Waste treatment facility as per Schedule-1 of the Bio Medical Waste (M&H) rules 1998 & amendments made there under.



No. 0057766 SURAKSHA BIO SANITIZER shall be responsible for the disposal of treated waste into secured landfills or in recycling plants as applicable.

## Himachal Government Judicial Paper

### RESPONSIBILITIES OF THE GENERATORS:-

1. The GENERATOR shall segregate the waste at the point of generation in accordance with BMW (M&H) rules, 1998 and in compliance with the standard prescribed there under.
2. The GENERATOR shall collect and hand over the segregated Bio Medical Waste in non-chlorinated plastics bags as stipulated by Pollution control board norms.
3. All consumables like bags disinfectants etc. Shall be procured by the GENERATOR at its own cost. Suraksha bio sanitizer is committed to supply the same at reasonable rates.
4. The bags used for collecting solid materials, placenta and amputated body parts etc. (required to be incinerated) shall be no chlorinated plastic bags.
5. All the bags shall be sealed tightly by the GENERATOR and SURAKSHA BIO SANITIZER will collect the sealed bags only at a secured designated point in the premises of the GENERATOR.
6. The GENERATOR shall disinfect the sharps and mutilate them and hand them over in puncture proof container to SURAKSHA BIO SANITIZER.
7. The GENERATOR shall take all steps to ensure that the waste is handled without adverse effects to human health and environment.
8. The GENERATOR shall establish a common secure waste collection site within its premises for collection and handed over to SURAKSHA BIO SANITIZER for final disposal.
9. The GENERATOR shall furnish annual report regarding generation collection storage transportation and disposal of Bio-Medical waste in prescribed format to Himachal Pradesh State Pollution Control Board.
10. The GENERATOR shall maintain all the relevant record and report the accidents, if any as prescribed under the rules.
11. The GENERATOR shall designate a NODAL OFFICER to interact with SURAKSHA BIO SANITIZER.
12. The collected waste material sent by GENERATOR may be checked and suggestion may be given for improvement in segregation of waste.
13. The GENERATOR shall obtain authorization from Himachal Pradesh Pollution Control Board.
14. The GENERATOR shall be solely responsible for the number of beds being declared to SURAKSHA BIO SANITIZER which must be same for which the authorization is proposed to be got from Pollution Control Board. The GENERATOR shall inform PCB and SURAKSHA BIO SANITIZER Within 7 day about any such change in numbers of beds.
15. The GENERATOR shall dispose of BIO-MEDICAL WASTE under cat.1 to 7 through Suraksha bio Sanitizer only.

### Terms & Conditions

1. The GENERATOR shall pay an amount equal to three months of service charges as refundable/adjustable security deposit.
2. Suraksha Bio Sanitizer shall charge Rs. 1650/- (Rs. *Sixteen hundred fifty Only*) per month for the service of collection transport treatment & disposal of BMW Subject to the condition of weight limit ..... Kg per month OR Rs. .... (Rs. ....) per bed per day subject the total no of beds are ..... at present.
3. The no of beds as well as quantity of waste shall be reviewed annually. The agreement may be amended suitably if required.
4. Suraksha Bio Sanitizer would be at liberty to serve the notice to termination of agreement /suspension of service offered at any time to the GENERATOR if the GENERATOR fails to make the payment to SURAKSHA BIO SANITIZER within a time frame of three months from the date on which they become so payable.
5. In case of the termination of the agreement by virtue of applicability of Para 6 above the security deposit/advance paid by the GENERATOR shall stand forfeited without impacting the original claim of the "Suraksha Bio Sanitizer".
6. All payments shall be made by local a/c payee cheque /Demand Draft payable at Kangra in favour of SURAKSHA BIO SANITIZER no payment by cash shall be valid without receipt.
7. All bounced cheque shall be charged @ Rs.400/-extra in addition to the actual bank charges.
8. Any dispute arising out of this agreement shall be subject to the jurisdiction of Kangra court.
9. Suraksha bio Sanitizer will charge minimum Rs. .... /Month from the HCU/Waste generator for the collection Handling Transportation & Disposal of the BMW up to ..... waste Rs.50/Kg will be charged for extra waste 10% will be increased per year automatically
10. Suraksha bio Sanitizer Shall Charges Rs. .... \ Month for the service of online bar coding system
11. Suraksha bio sanitizer shall be charged extra 60/KG the service of lift the Mattress and linen in your hospital

### TERMINATION CLAUSE

Both the parties would be at liberty to terminate this contact by serving a notice of three months well in advanced or alternately compensating the other party by an amount of equal to the average of 3 (three) months billing.

AUTHORIZED SIGNATORY (SURAKSHA BIO SANITIZER)

(AUTHORIZED SIGNATORY GENERATOR)

(R)



Registration no:.....

# SURAKSHA BIO SANITIZER

VILL. DHUGIARI P.O.GAGGAL TEH. & DISTT. KANGRA (H.P)  
Head Office: - village bodarballa near Dr RPGMC TANDA Kangra  
Phone no: =01892-297035-94591-69991.92185-55554  
www.surakshabiosanitizer.in  
Email id:surakshabio16@gmail.com

This agreement is entered on this 1<sup>st</sup> Day of April 2020 DATE 1/4/2020 of the year....2020

## BETWEEN

SURAKSHA BIO SANITIZER VILLAGE DHUGIARI P.O GAGGAL TESHIL AND DISTT.KANGRA HIMACHAL 176209

Through their representative PAWAN THAKUR (MANAGER SURAKSHA BIO SANITIZER) S/O SHI SOHAN LAL

## AND

Name of Health Care Establishment (HCE):- SHIVANI HOSPITAL JHADERA

(Herein after referred to as GENERATOR

Full Address:- Near Police Line Thalora Tehsila Distt. Una

Authorizer Representative of GENERATOR:- \_\_\_\_\_ Designation: \_\_\_\_\_

Contact No. 9805522033 Mail ID: alshay121@yahoo.co.in

NOW THIS INDENTURE WITNESSETH and it is hereby covenanted

### Validity of the Agreement:-

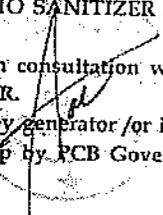
This agreement shall remain in force for a period of One Year w.e.f. 1<sup>st</sup> Day of April of the year 2020 to 31<sup>st</sup> Day of March of the year 2021 (both days inclusive), and can be further renewed with mutual consent of both the parties.

### RESPONSIBILITIES OF SURAKSHA BIO SANITIZER:-

Suraksha bio sanitizer shall meet all the rules and regulation stipulated by HPSPCB AND generator shall not be liable for any improper handling and management after collection of Bio Medical Waste from the Health Care Facility.

1. Suraksha Bio Sanitizer is liable for any violation of the Environment (Protection) act 1986 and the relevant rules, after collection of Bio Medical waste from the GENERATOR unit as per the agreement terms and conditions. In case Suraksha Bio Sanitizer vehicle fail to collect the Bio Medical waste within the designated time (alternate any due to any reason, the Generator shall inform the Suraksha Bio Sanitizer office at Dhugiari who will ensure to strictly collect the Bio Medical Waste as per norms. Suraksha Bio Sanitizer shall be solely responsible for the for the consequences, if any in this regard, Suraksha Bio Sanitizer office shall maintain a register for such complaints and allot complaint number to the GENERATOR. Suraksha Bio Sanitizer shall bear all liabilities and penalties imposed by HPSECB, if any for delay or negligence in Services.
3. Suraksha Bio Sanitizer shall collect the segregated Bio Medical Waste from the identified common waste collection site in the premises of GENERATOR.
4. Suraksha Bio Sanitizer shall transport the segregated waste in closed container vehicle to its treatment plant. If the GENERATOR desires the initial training about segregation of Bio Medical Waste in color coded plastic bags and method of collection of Bio Medical Waste, shall be provided by SURAKSHA BIO SANITIZER at extra charge.
5. SURAKSHA BIO SANITIZER shall schedule the timings for collecting the waste in consultation with the Generator and also provide assistance to finalize the pickup location to the GENERATOR.
6. SURAKSHA BIO SANITIZER shall not be liable for any kind of the violation made by generator /or its staff under the environmental (Protection) Act 1986 or any similar regulation/norms set up by PCB Government Bodies.

*Handwritten signature*



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7. SURAKSHA BIO SANITIZER shall be responsible for appropriate treatment and shredding of disinfected waste at the centralized common Bio Medical Waste treatment facility as per Schedule-1 of the Bio Medical Waste (M&H) rules 1998 & amendments made there under.
8. SURAKSHA BIO SANITIZER shall also undertake testing of treated waste to ensure safety to the environment as per rules.
9. SURAKSHA BIO SANITIZER shall be responsible for the disposal of treated waste into secured landfills or in recycling plants as applicable

#### RESPONSIBILITIES OF THE GENERATORS:-

1. The GENERATOR shall segregate the waste at the point of generation in accordance with BMW (M&H) rules 1998 and in compliance with the standard prescribed there under.
2. The GENERATOR shall collect and hand over the segregated Bio Medical Waste in non-chlorinated plastics bags as stipulated by Pollution control board norms.
3. All consumables like bags disinfectants etc. Shall be procured by the GENERATOR at its own cost. Suraksha bio sanitizer is committed to supply the same at reasonable rates.
4. The bags used for collecting solid materials, placenta and amputated body parts etc. (required to be incinerated) shall be non chlorinated plastic bags.
5. All the bags shall be sealed tightly by the GENERATOR and SURAKSHA BIO SANITIZER will collect the sealed bags only at a secured designated point in the premises of the GENERATOR.
6. The GENERATOR shall disinfect the sharps and mutilate them and hand them over in a puncture proof container to SURAKSHA BIO SANITIZER.
7. The GENERATOR shall take all steps to ensure that the waste is handled without adverse effects to human health and environment.
8. The GENERATOR shall establish a common secure waste collection site within its premises for collection and handed over to SURAKSHA BIO SANITIZER for final disposal.
9. The GENERATOR shall furnish annual report regarding generation collection storage transportation and disposal of Bio-Medical waste in prescribed format to Himachal Pradesh State Pollution Control Board.
10. The GENERATOR shall maintain all the relevant record and report the accidents, if any as prescribed under the rules.
11. The GENERATOR shall designate a NODAL OFFICER to co-act with SURAKSHA BIO SANITIZER.
12. The collected waste material sent by GENERATOR may be checked and suggestion may be given for improvement in segregation of waste.
13. The GENERATOR shall obtain authorization from Himachal Pradesh Pollution Control Board.
14. The GENERATOR shall be solely responsible for the number of beds being declared to SURAKSHA BIO SANITIZER which must be same for which the authorization is proposed to be got from Pollution Control Board. The GENERATOR shall inform PCBC and SURAKSHA BIO SANITIZER within 7 day about any such change in numbers of beds.
15. The GENERATOR shall dispose of BIO MEDICAL WASTE under cat.1 to 7 through Suraksha bio Sanitizer only.

#### Terms & Conditions

1. The GENERATOR shall pay an amount equal to three months of service charges as refundable/adjustable security deposit.
2. Suraksha Bio Sanitizer shall charge Rs. 1650/- (Rs. Six hundred fifty only) per month for the service of collection transport treatment & disposal of BMW Subject to the condition of weight limit ..... per month OR Rs. .... (Rs. ....) per bed per day subject the total no of beds ..... at present.
3. The no of beds as well as quantity of waste shall be reviewed annually. The agreement may be amended suitably if required.
4. Suraksha Bio Sanitizer would be at liberty to serve the notice of termination of agreement /suspension of service offered at any time to the GENERATOR if the GENERATOR fails to make the payment to SURAKSHA BIO SANITIZER within a time frame of three months from the date on which they become so payable.
5. In case of the termination of the agreement by virtue of applicability of Para 6 above the security deposit/advance paid by the GENERATOR shall stand forfeited without impacting the original claim of the "Suraksha Bio Sanitizer".
6. All payments shall be made by local a/c payee cheque /Demand Draft payable at Kangra in favours of SURAKSHA BIO SANITIZER no payment by cash shall be valid without receipt. Payment should be made by 10<sup>th</sup> of every month without failed
7. All bounced cheque shall be charged @ Rs.400/-extra in addition to the actual bank charges.
8. Any dispute arising out of this agreement shall be subject to the jurisdiction of Kangra court.
9. Suraksha bio Sanitizer will charge minimum Rs...../Month from the HCU/Waste generator for the collection Handling Transportation & Disposal of the BMW up to.....waste Rs.50/Kg will be charged for extra waste 10% will be increased per year automatically
10. Suraksha bio Sanitizer Shall Charges Rs.( ..... ) Month for the service of online bar coding system
11. Suraksha bio sanitizer shall be charged extra 60/KG the service of lift the Mattress and linen in your hospital
12. Suraksha Bio Sanitizer will transport the BMW as per Bio Medical Waste (M& H) Rules 2016 and can discontinue the services of the waste generator in the event the waste generator is at default in responsibilities /payments with seven days prior notice.

65

TERMINATION CLAUSE

Both the parties would be at liberty to terminate this contact by serving a notice of three months well in advanced or alternately compensating the other party by an amount of equal to the average of 3 (three) months billing.

(AUTH. SING. GENERATORE HCF)

(AUTH. SIGN. SURAKSHA BIO SANITIZER)

**SURAKSHA BIO SANITIZER**

Registration no. 2041635

# Himachal Government Judicial Paper SURAKSHA BIO SANITIZER

VILL DHUGIARI P.O.GAGGAL TEH. & DIS TT. KANGRA (H.P)  
Head Office: - village bodarballa near Dr RPGMC TANDA Kangra  
Phone no: =01892-292617-94591-69991.92185-55554

www.surakshabiosanitizer.in  
Email id:surakshabio16@gmail.com

This agreement is entered on this 1<sup>st</sup> April 2022 DATE of the year 2022

## BETWEEN

SURAKSHA BIO SANITIZER VILLAGE DHUGIARI P.O GAGGAL TESHIL AND DISTT.KANGRA HIMACHAL 176209

Through their representative PAWAN THAKUR (MANAGER SURAKSHA BIO SANITIZER) S/o SH SOHAN LAL

## AND

Name of Health Care Establishment (HCE):- Shivalik Hse. Thalorea

(Herein after referred to as GENERATOR

Full Address:- Near Police line thalorea Distt Kangra

Authorizer Representative of GENERATOR:- \_\_\_\_\_ Designation: \_\_\_\_\_

Contact No. 9805374994 E-Mail ID:- akshay101@yahoo.com

NOW THIS INDENTURE WITNESSETH and it is hereby covenant

### Validity of the Agreement:

This agreement shall remain in force for a period of 1<sup>st</sup> Year w.e.f. 1<sup>st</sup> Day of April of the year 2022 to 31<sup>st</sup> Day of March of the year 2023 (Both days inclusive), and can be further renewed with mutual consent of both the parties.

### RESPONSIBILITIES OF SURAKSHA BIO SANITIZER:-

Suraksha bio sanitizer shall meet all the rules and regulation stipulated by HPSPCB AND generator shall not be liable for any improper handling and management after collection of Bio Medical Waste from the Health Care Facility.

1. Suraksha Bio Sanitizer is liable for any violation of the Environment (Protection) act 1986 and the relevant rules, after collection of Bio Medical waste from the GENERATOR unit as per the agreement terms and conditions.
2. In case Suraksha Bio Sanitizer vehicle fail to collect the Bio Medical waste within the designated time (alternate day) due to any reason, the Generator shall inform the Suraksha Bio Sanitizer office at Dhugiari who will ensure to strictly collect the Bio Medical Waste as per norms. Suraksha Bio Sanitizer shall be solely responsible for the consequences, if any in this regard. Suraksha Bio Sanitizer office shall maintain a register for such complaints and allot complaint number to the GENERATOR. Suraksha Bio Sanitizer shall bear all liabilities and penalties imposed by HPSECB, if any for delay or negligence in Services.
3. Suraksha Bio Sanitizer shall collect the segregated Bio Medical Waste from the identified common waste collection site in the premises of GENERATOR.
4. Suraksha Bio Sanitizer shall transport the segregated waste in closed container vehicle to its treatment plant. If the GENERATOR desires the initial training about segregation of Bio Medical Waste in color coded plastic bags and method of collection of Bio Medical Waste, shall be provided by SURAKSHA BIO SANITIZER at extra charge.
5. SURAKSHA BIO SANITIZER shall not be liable for any kind of the violation made by generator /or its staff under the environmental (Protection) Act 1986 or any similar regulation/norms set up by PCB Government Bodies.
6. SURAKSHA BIO SANITIZER shall be responsible for appropriate treatment and shredding of disinfected waste at the centralized common Bio Medical Waste treatment facility as per Schedule-1 of the Bio Medical Waste (M&H) rules 1998 & amendments made there under.
7. SURAKSHA BIO SANITIZER shall also undertake testing of treated waste to ensure safety to the environment as per rules.



Ashy  
Surgeon MCI No. 7841  
Dr. Akshay

## RESPONSIBILITIES OF THE GENERATOR Government Judicial Paper

1. The GENERATOR shall segregate the waste at the point of generation in accordance with BMW (M&H) rules, 1998 and in compliance with the standard prescribed there under.
2. The GENERATOR shall collect and hand over the segregated Bio-Medical Waste in non-chlorinated plastics bags as stipulated by Pollution control board norms.
3. All consumables like bags disinfectants etc. Shall be procured by the GENERATOR at its own cost. Suraksha bio sanitizer is committed to supply the same at reasonable rates.
4. The bags used for collecting solid materials, placenta and amputated body parts etc. (required to be incinerated) shall be no chlorinated plastic bags.
5. All the bags shall be sealed tightly by the GENERATOR and SURAKSHA BIO SANITIZER will collect the sealed bags only at a secured designated point in the premises of the GENERATOR.
6. The GENERATOR shall disinfect the sharps and mutilate them and hand them over in puncture proof container to SURAKSHA BIO SANITIZER.
7. The GENERATOR shall take all steps to ensure that the waste is handled without adverse effects to human health and environment.
8. The GENERATOR shall establish a common secure waste collection site within its premises for collection and handed over to SURAKSHA BIO SANITIZER for final disposal.
9. The GENERATOR shall furnish annual report regarding generation collection storage transportation and disposal of Bio-Medical waste in prescribed format to Himachal Pradesh State Pollution Control Board.
10. The GENERATOR shall maintain all the relevant record and report the accidents if any as prescribed under the rules.
11. The GENERATOR shall designate a NODAL OFFICER to interact with SURAKSHA BIO SANITIZER.
12. The collected waste material sent by GENERATOR may be checked and suggestion may be given for improvement in segregation of waste.
13. The GENERATOR shall obtain authorization from Himachal Pradesh Pollution Control Board.
14. The GENERATOR shall be solely responsible for the number of beds being declared to SURAKSHA BIO SANITIZER which must be same for which the authorization is proposed to be got from Pollution Control Board. The GENERATOR shall inform PCB and SURAKSHA BIO SANITIZER within 7 day about any such change in numbers of beds.
15. The GENERATOR shall dispose of BIO-MEDICAL WASTE under cat.1 to 7 through Suraksha bio Sanitizer only.

### Terms & Conditions

1. The GENERATOR shall pay an amount equal to three months of service charges as refundable/adjustable security deposit.
2. Suraksha Bio Sanitizer shall charge Rs. 2200/- (Rs. Two thousand two hundred only) per month for the service of collection, transport, treatment & disposal of BMW Subject to the condition of weight limit 22 Kg per month OR (Rs. ---) per bed per day subject the total no of beds are --- (---) at present.
3. The no of beds as well as quantity of waste shall be reviewed annually. The agreement may be amended suitably if required.
4. Suraksha Bio Sanitizer shall be at liberty to serve the notice to termination of agreement /suspension of service offered at any time to the GENERATOR if the GENERATOR fails to make the payment to SURAKSHA BIO SANITIZER within a time frame of three months from the date on which they become so payable.
5. In case of the termination of the agreement by virtue of applicability of Para 6 above the security deposit advance paid by the GENERATOR shall stand forfeited without impacting the original claim of the "Suraksha Bio Sanitizer".
6. All payments shall be made by local a/c payed cheque /Demand Draft payable at Kangra in favours of SURAKSHA BIO SANITIZER no payment by cash shall be valid without receipt. Payment should be made by 10<sup>th</sup> of every month without failed.
7. All bounced cheque shall be charged @ Rs.400/-extra in addition to the actual bank charges.
8. Any dispute arising out of this agreement shall be subject to the jurisdiction of Kangra court.
9. Suraksha bio Sanitizer will charge minimum Rs. --- /Month from the HCU/Waste generator for the collection Handling Transportation & Disposal of the BMW up to --- waste Rs.50/Kg will be charged for extra waste 10% will be increased per year automatically.
10. Suraksha bio Sanitizer Shall Charges Rs. ( --- ) \ Month for the service of online bar coding system.
11. Suraksha bio sanitizer shall be charged extra 60/KG the service of lift the Mattress and linen in your hospital.
12. Suraksha Bio Sanitizer will transport the BMW as per Bio Medical Waste (M& H) Rules 2016 and can discontinue the services of the waste generator in the event the waste generator is at default in responsibilities /payments with seven days prior notice.

### TERMINATION CLAUSE

Both the parties would be at liberty to terminate this contact by serving a notice of three months well in advanced or alternately compensating the other party by an amount of equal to the average of 3 (three) months billing.

(AUTH. SIGN. GENERATOR HCF)

*Handwritten signature*

Dr. Akshay K. Sharma

(AUTH. SIGN. SURAKSHA BIO SANITIZER)



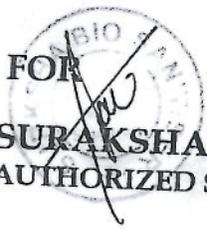


Ref. No. BMW/KNG-181....

Date 01/04/2021.....

**BIO MEDICAL WASTE LIFTING CERTIFICATE**

THIS IS CERTIFIED THAT BIO MEDICAL WASTE (BMW) AS PER SEHEDULE-1 OF BIO MEDICAL WASTE (Management & Handling) RULES EXCEPT FOR LIQUID WASTE AS PER CAT.NO.08. OF SHIVALIK HOSPITAL JHALERA COLLECTED BY US WITH EFEECT FROM. 01.04.21 FURTHER TREATMENT AT OUR FACILITY LOCATED AT VILLAGE DHUGIARI P.O GAGGAL TEHSIL & DISTT KANGRA HIMACHAL PRADESH. THAT THE BIO MEDICAL WASTE GENERATED IS MANAGED EFFECTIVELY IN ACCORDANCE WITH THE HANDLING AND DISPOSAL METHODS IN BIO-MEDICAL WASTE (Management & Handling) RULES 2016.



**SURAKSHA BIO SANITIZER  
AUTHORIZED SIGNATORY**

TRUE COPY  
ADVOCATE

Vill. Dhugiari, P.O. Gaggal,  
Teh & Distt. Kangra (H.P.)  
Mobile : 921856 55554  
email : surakshabio16@gmail.com  
Ph.: 01892 297035

MBBS M.S. (MAMC) Consultant Surgeon Dr. Sharma



ORIGINAL

H. P. STATE POLLUTION CONTROL BOARD

Book No.

No. 0094331

Date.

14/12/2021

Place

Barwan

Received from

M.O.I, Shivalik Hospital, Near Police line, Thalesa, Distt Una (HP)

Rs.

5000/-

(Rupees)

five thousand only

on account of

C.P.O. Renewal under water Act 2018-19 Rs. 500/-, 2019-20 to 2022-23 @ 1000/- each = 4000/-, 2023-24 Rs. 500/-

Vide Cash/Cheque/Bank Draft/I.P.O. No.

570556 KCOB Thalesa

(Via)

Dated

20/11/2021

*[Signature]*  
Cashier or  
Accountant

Signature

*[Signature]*  
CSO

Designation

Renew fee for 2018 onwards

TRUE COPY

ADVOCATE

ANNEXURE - R/14

CONTRACTUAL AGREEMENT

This contractual agreement is entered on 01/04/2022 at Una (H.P)

BY AND BETWEEN

**Enviro Engineers**, CBWTF Industrial Area Pandoga, Una (H.P.) here in after, called as 1<sup>st</sup> party duly authorized by the H.P. State Pollution Control Board, Paryavaran Bhawan, New Shimla 171009 for the compliance of Bio-Medical Waste (Management & handling) Rules, 2016 through H.R.Thakur, CEO, Enviro Engineers, who has been duly authorized to execute and sign this agreement for and on behalf of Enviro Engineers, on the one part.

AND

*Incharge, Shivalik Hospital Near Police Line,  
Thalera Una*

hereinafter as 2<sup>nd</sup> Party. on the other part and is also referred to as **Hospital**.

Now the following terms of reference have been agreed upon by both the parties.

**Responsibilities of Hospital**

- ❖ Will take all steps to ensure that the waste is handled without adverse effect to human health and environment before collection by taking the steps to segregate the waste at the point of generation in accordance with schedule 1 & 2 of Bio-Medical Waste (Management & handling) Rule, 2016 in compliance with the standard prescribed.
- ❖ Will maintain the record of Bio-Medical Waste Generated/Handed over.
- ❖ Will fix a Bio-Medical Waste lifting point (collection and point) and will also authorize a person, whose name designation will be submitted to 1<sup>st</sup> Party in writing to interact with Enviro Engineers/collection van staff and will sign the Enviro Engineers daily rout chart as acknowledgement of the visit/BMW handed over.
- ❖ Will intimate the absentee, if any, very next day to Enviro Engineers office.
- ❖ Will destroy, disinfect sharps and mutilate them in puncture proof containers before collection.
- ❖ Will provide color coded bags for BMW collection along with barcodes to avoid any violation.
- ❖ Will renew their contractual agreement one month before the date of expiry.
- ❖ Will provide BMW by weight/electronic weighing machine.

**Responsibilities of Enviro Engineers**

- ❖ Will receive, collect and transport the BMW handed over by **Hospital** in color coded bags.
- ❖ Will hand over the incinerable waste to Bio Medical Waste Treatment plant site at Sandli/Pandoga for final disposal.
- ❖ Will submit the monthly report of the waste collected/continuation of the services of related **Hospital** to the prescribed authority and also submit the annual report to the prescribed authority.

For

**GENERAL TERMS AND CONDITIONS**

Bed- /0

- ❖ The terms of this agreement shall be from **01/04/2022 to 31<sup>st</sup> March 2023.**
- ❖ Registration No. of this agreement is EEU/22-23/07..on dated 01/04/2022
- ❖ Enviro-Engineers will charge Rs.10/bed/day from unit as per Notification No- HFW-A-A(3)2/2020 on dated-26/02/2022 by the Governor of Himachal Pradesh for collection, Transportation and Disposal of the Bio Medical Waste
- ❖ Manifest will be provided by the authorized person of collection team with date and weight.
- ❖ Enviro-Engineers will discontinue the services of the waste generator in the event the waste generator is at default in responsibilities/payments with seven days prior notice.
- ❖ Bio Medical Waste should be segregated, leveled, tagged and tied in proper color & bar-coded bags i.e.: -
  - **Yellow Bags:** (a) Human Anatomical (b) Human Anatomical Waste (c) Soiled waste: Items contaminated with blood, body fluids like dressings, plasters casts, cotton swabs and bags containing residual or discarded blood and blood components. (d)Expired or Discarded Medicines: Pharmaceutical waste like antibiotics, cytotoxic drugs including all items contaminated with cytotoxic drugs along with glass or plastic ampoules, vials etc.
  - **Red bags:** Contaminated Waste (Recyclable)(a) Waste generated from disposable items such as tubing, bottles, intravenous tubes and sets, catheters, urine bags, syringes (without needles and fixed needle syringes) and vacationers with their needles cut and gloves.
  - **Blue Bags:** (a) Glassware: Broken or discarded and contaminated glass including medicine vials and ampoules except those contaminated with cytotoxic wastes (b) Metallic Body Implants
  - **White Bags:** Waste sharps including Metals: Needles, syringes with fixed needles, needles from needle tip cutter or burner, scalpels, blades, or any other contaminated sharp object that may cause puncture and cuts. This includes used, discarded and contaminated metal sharps.
  - In case of Holidays/temporary discloser of unit,the 1<sup>st</sup> party will not stop the services of collection without written intimation of HPSPCB Parwanoo.
  - As per NGT/ office order HPSPCB/BMW/02 notification/-27395-99 Dated 19/12/2019 and no waste will be lifted without barcode.
  - Before handing over the Bio Medical waste the lab certificate of non-Chlorinated & thickness of micron must be given by 2nd party to 1st party.
  - The service of collection & transportation will be started from 8:00 am to onward.
  - The duplicate copy of agreement will be provided after written request along with Rs. 300/- in the shape of draft/cheque/neft.
  - Cheque bounce charges (in any shape) will be recovered from 2nd party i.e Rs.400/.
- ❖ No change or modification or waiver of any of the terms and conditions of this agreement shall be effective, unless agreed to in writing and shall be in force as agreed upon by the both parties here to.
- ❖ Neither party shall transfer and nor assign the rights granted under the contract agreement without the prior assignee/transferee agreeing to assume all the said parties obligations and covenants contained herein.
- ❖ This agreement shall be governed by the law of India and shall be interpreted and construed in accordance with the laws of India and shall be in writing and delivered by hand against receipt, or send by registered post to the address of any of the parties.
- ❖ Any such notice or communication shall be deemed to have been duly given and served at the date and time or (1) delivery or of first refusal of delivery, if send by registered mail or delivered by hand or (2) either the date sent (if send during the receiving party's normal business hours) or next succeeding day, if sent by telefax.
- ❖ **Enviro Engineers will not pick up the Bio-medical Waste from Hospital if it is not segregated, packed and tied in proper color-coded bags marked with Bar code No. or mixed with other general waste as per the Bio-Medical (M&H) Rules,2016.**

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HAND AND SEAL, THE DAY OF MONTH AND YEAR FIRST ABOVE WRITTEN

On behalf of Hospital,

TRUE COPY  
ADVOCATE

On behalf of Enviro Engineers,

For



ANNEXURE - R/15,



**H.P.STATE POLLUTION CONTROL BOARD**  
HIM PARIVESH, PHASE-III, NEW SHIMLA-171009

HPSPCB No :117

Date:26/05/2022

HCF Registration ID: HP12261225

Application No: 5060025

To,

Shivalik hospital , near police lines, jhalera, una  
Near police lines, jhalera  
Police lines jhalera  
Una  
174303

**Subject: Consent to Establish under provisions of Water (Prevention & Control of Pollution) Act, 1974.**

With reference to your application for obtaining 'Consent to Establish' u/s 25/26 of Water (Prevention & Control of Pollution) Act, 1974, the State Board on the recommendation of In-charge Central/ Regional Laboratory and as per this Office Order No. 21562-80 dated 4.10.2019, hereby grants Consent to Establish subject to the following terms and conditions:

**1.Particulars of Consent to Establish under Water Act, 1974 granted to the HCF**

Consent No.	CTE/WATER/NEW/LAB/2022/5060025
Date of issue :	26/05/2022
Date of expiry :	25/05/2023
Certificate Type :	NEW
Previous CTE/CTO No. & Validity :	

**2.Particulars of the HCF/CBWTF/Unit**

Name & Designation of the Applicant	Dr Akshey, (MD)
Address of Health Care Facility	Shivalik hospital , near police lines, jhalera, una, Near police lines, jhalera, Police lines jhalera, Una-174303
Type of HCF Allopathic/Ayurvedic/Veterinary/Others	ALLOPATHIC PVT
Bedded/Non-Bedded	Bedded
Bed Capacity	10
District	Una

Process of Treatment (if HCF has any treatment plant for chemical liquid waste, industrial, domestic or combined effluent)

Description	Quantity(in KLD)	Method of Treatment	Method of Disposal
Others	0.020	Pretreatment	STP
Domestic	0.25	ETP cum STP	Drain

Type of Liquid Waste Treatment System installed

TRUE COPY  
ADVOCATE

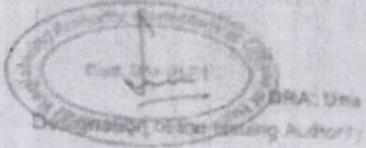
73

ANNEXURE R/16

**GOVERNMENT OF HIMACHAL PRADESH**  
**District Registering Authority**  
**UNA**  
**CERTIFICATE OF PROVISIONAL REGISTRATION**

This is to certify that *Shivalik hospital* located at *JHALERA* owned by *AKSHAY KUMAR* has been granted provisional registration as a clinical establishment under Section 15 of The Clinical Establishments (Registration and Regulation) Act, 2010. The Clinical Establishment is registered for providing medical services as a *Nursing Home, MultiHouse, Polyclinic* under *Allopathy* System of Medicine.

This Certificate is valid for a period of one year from the date of issue.



Place: Una  
Date of issue: 05/09/2022

*Terms and Conditions of Registration\**

1. The holder of this Certificate of Registration shall comply with all the provisions of Clinical Establishments Act (Registration and Regulation) 2010 and the Rules made there under.
2. The Certificate of Registration is not transferable. The Certificate of Registration shall be displayed in a prominent place in a part of the premises open to the public.
3. Any change of ownership or change of category or change of management or on ceasing to function as a clinical establishment, the certificate of registration shall be surrendered to the authority and application for fresh registration submitted.

\*Additional terms and conditions are as stipulated by the appropriate registering authority.

http://www.clinicalestablishments.gov.in/Authorisation/Pages/DRA/Provisional.aspx?Stu=ASHCoT132P62RwV5x4SDw6m0PnaUSNRjA13d Date: 05/09/2022

**TRUE COPY**  
**ADVOCATE**

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ANNEXURE

R/17

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## H.P.STATE POLLUTION CONTROL BOARD

HIM PARIVESH, PHASE-III, NEW SHIMLA-171009

HPSPCB No :117

Date:16/08/2022

HCF Registration ID: HP12261225

Application No: 5060056

To.

Shivalik hospital , near police lines, jhalera, una  
Near police lines, jhalera  
Police lines jhalera  
Una  
174303

Subject: Consent to Operate under provisions of Water (Prevention &amp; Control of Pollution) Act, 1974.

With reference to your application for obtaining 'Consent to Operate' u/s 25/26 of Water (Prevention & Control of Pollution) Act, 1974, the State Board on the recommendation of In-charge Central/ Regional Laboratory and as per this Office Order No. 21562-80 dated 4.10.2019, hereby grants Consent to Operate subject to the following terms and conditions:

## 1.Particulars of Consent to Operate under Water Act, 1974 granted to the HCF

Consent No.	CTO/WATER/NEW/LAB/2022/5060056
Date of issue :	16/08/2022
Date of expiry :	31/03/2027
Certificate Type :	NEW
Previous CTE/CTO No. & Validity :	5060025 valid upto 25/05/2023

## 2.Particulars of the HCF/CBWTF/Unit

Name & Designation of the Applicant	Dr Akshey, (MD)
Address of Health Care Facility	Shivalik hospital , near police lines, jhalera, una, Near police lines, jhalera, Police lines jhalera,Una-174303
Type of HCF Allopathic/Ayurvedic/Veterinary/Others	ALLOPATHIC PVT
Bedded/Non-Bedded	Bedded
Bed Capacity	10
District	Una

Process of Treatment (if HCF has any treatment plant for chemical liquid waste, industrial, domestic or combined effluent)

Description	Quantity(in KLD)	Method of Treatment	Method of Disposal
Others	0.020	Pretreatment	STP
Domestic	.25	etpcumstp	drain

Type of Liquid Waste Treatment System installed

installed	Capacity	Quantity	Unit
STP	3	1	KLD
Pre-treatment	0.030	1	KLD

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Apoorv Devgan, IAS  
Member Secretary  
For & on behalf of  
( H. P. State Pollution Control Board)

**Copy To:-**

The In-charge, HPSPCB, Central Lab. Parwanoo, Dist. Solan for information and directed to inspect the HCF/ Unit as per prescribed schedule and compliance of norms by the HCF/ Unit as per provisions under Water Act, 1974/ Air Act, 1981 & BMW Rules, 2016.



Digitally signed  
by APOORV  
DEVGAN  
Date:  
2022.08.18  
16:41:43 +05'30'

Apoorv Devgan, IAS  
Member Secretary  
For & on behalf of  
( H. P. State Pollution Control Board)

# TERMS AND CONDITIONS

## A. SPECIFIC CONDITIONS

1. The Consent to Operate is valid upto 31/03/2027
2. This Consent is only for the purpose of Water Act and Unit/HCF shall obtain requisite approval of other State/Central agencies as per their mandate.
3. The HCF shall obtain planning permission from concerned agencies as applicable
4. This Consent to Operate is only for the purpose and under the provisions of the Water (Prevention & Control of Pollution) Act, 1981 as the case may be, and will not construed as substitute for mandatory clearances required for the project under any other law/ regulation/ direction/ order and the applicant shall obtain any such mandatory clearances before taking any step to establish the Health Care Facility, operation or process or any treatment and disposal system or an extension or addition thereto. 31/03/2027
5. In case of HCFs having bed capacity less than 10, the Consent is granted as per the Office Order No. HPSPCB (12)Board Meeting (BMW)/-2719-2753 dated 18.02.2020.
6. This Consent to Operate is issued for:-
  - (a) Liquid waste and domestic sewage generated from the HCF shall be disposed in common public sewer line having terminal treatment facility, if available and treatment shall confirm to the norms as prescribed in Environment (Protection) Act, 1986 and Bio-Medical Waste Management Rules, 2016 as amended from time to time.
  - (b) Liquid waste and domestic sewage generated from the HCF shall be treated in ETP/STP if provided by the HCF for treatment. The treatment shall confirm to the norms as prescribed in Environment (Protection) Act, 1986 and Bio-Medical Waste Management Rules, 2016, as amended from time to time.
  - (c) Liquid waste and domestic sewage generated from the HCF shall be treated in septic tank (only for the HCFs having bed capacity less than 10) as provided by the HCF. The HCF shall ensure that no liquid waste shall be discharged into open and treatment shall confirm to the norms as prescribed in Environment (Protection) Act, 1986 for as amended from time to time.
  - (d) The Garbage shall be disposed of according to Solid Waste Management Rules, 2016.
  - (e) Bio-medical waste shall be disposed of either through the authorized Common Bio-medical Waste Treatment and Disposal Facilities or captive treatment facility (Deep Burial) as per the provisions of Bio-medical Waste Management Rules, 2016.
  - (f) The Chemical Liquid waste generated from the HCF shall be pre-treated and disposed of in accordance with the Water (Prevention and Control of Pollution) Act, 1974.
7. The buildup area of the HCF shall not exceed 20000 m<sup>2</sup> (only where Environment Clearance is not applicable)
8. The HCF shall apply for Renewal of Consent to Operate under the Water (Prevention & Control of Pollution) Act, 1974, 3 months prior to expiry of this consent and shall also obtain Authorization under Bio-medical Waste Management Rules, 2016 & Hazardous and Other Waste (Management and Transboundary Movement) Rules, 2016.
9. The HCF shall provide adequate arrangement for fighting the accidental leakage's/ discharge of any air pollutant/ gas/ liquid from the vessel, mechanical equipments etc. which are likely to cause environmental pollution.
10. All underground water retaining structures shall be lined with an impervious layer so as to avoid seepage and contamination of sub soil/ water.
11. The HCF shall comply with any other conditions laid down or direction issued by the Board under the provision of the Water (Prevention and Control of Pollution) Act, 1974, Bio-medical Waste Management Rules, 2016 & Hazardous and Other Waste (Management and Transboundary Movement) Rules, 2016 from time to time.
12. The HCF shall not discharge any fugitive emissions/odour.

- 279
13. Nothing in this No Objection Certificate shall be deemed to preclude the institution of any legal action nor relieve the applicant from any responsibilities or penalties to which the applicant is or may be subject under the provisions of the Water Act.
  14. The HCF shall plant minimum of three suitable varieties of trees with an appropriate density along the boundary of unit premises.
  15. The State Board reserves the right to revoke/ review and alter the conditions of renewal of Consent Operate as the case may be.
  16. The HCF shall comply with the provisions of the e-Waste (Management) Rules, 2016, as may be, applicable to it.
  17. This Consent to Operate is subject to the ratification by the State Board

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**Apoorv Devgan, IAS**  
**Member Secretary**  
**For & on behalf of**  
**( H. P. State Pollution Control Board)**

**TRUE COPY**  
**ADVOCATE**

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ANNEXURE R/18

**H.P.STATE POLLUTION CONTROL BOARD**  
HPSPCB

HPSPCB/BMW :7258169

Date:12/12/2022

**FORM III**  
**AUTHORISATION ISSUED UNDER RULE 10 OF BIO MEDICAL WASTE MANAGEMENT**  
**RULES ,2016**

To,  
Shivalik Hospital , Near Police Lines, Jhalera, Una  
Near Police Lines, Jhalera  
Amb  
Una

Subject: Grant of Authorization for operating a facility for Generation, Segregation, Collection, Storage, Treatment or Processing or Conversion, Disposal or Destruction, of Bio-Medical Wastes under Bio-Medical Waste Management Rules, 2016.

(a) Number of authorization	:	BMW-UNA-014 (Una)
(b) Validity from - Validity Upto	:	12/12/2022 - 31/03/2027
(c) No. of beds	:	10
(d) Quantity of waste	:	Solid 0.540 Kgs per Day Liquid 20 Ltr per Day
(e) Mode of Disposal	:	M/s Enviro Engineer Pandoga Una

As per powers delegated by the State Board vide Notification No. HPSPCB/BMW Notification (2)/22426-74 dated 01-03-2017, authorisation is hereby granted under Bio-Medical Waste Management Rules, 2016 to Shivalik Hospital , Near Police Lines, Jhalera, Una, Near Police Lines, Jhalera, Una for the following activities and term & conditions:

1. Generation, Segregation, Collection, Storage, Treatment or Processing or Conversion, Disposal or Destruction, of various categories of Bio-medical waste generated from your institution strictly as per the provisions/standards prescribed under the said rules.
2. The grant of authorization shall be synchronised with the validity of Consents from the date of issue and ensure the final treatment & disposal of liquid waste in accordance with Water (Prevention and Control of Pollution) Act, 1974.
3. The authorization is subject to the terms & conditions as stated overleaf and also to such conditions as may be specified in the rules for the time to time-in force under the Environment (Protection) Act, 1986.
4. The log book for the all categories of bio-medical waste generated should also be maintained and shall submit annual report on form-IV before 30th June every year to the State Board.
5. The mercury containing waste or mercury spillage shall be stored separately & record shall be maintained in the log book.
6. The plastic waste shall be handed over to the authorised operator of CBWTF or plastic waste recycling units registered under the Plastic Waste (Management & Handling) Rules, 2011.
7. The Chemical Liquid waste generated from the HCF/UNIT shall be segregated at source and shall be pre-treated or neutralized before mixing with other effluent generated from the HCF.

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8. This authorisation is subject to the condition mentioned above and also to such conditions as may be specified in the rules from time to time in force under Environment (Protection) Act, 1986.
9. The HCF/UNIT shall apply for the renewal of an authorization within 3 months prior to expiry of the previous authorization, if applicable.

**SPECIAL CONDITIONS**

**Apoorv Deygan, IAS**  
**Member Secretary**  
**For & on behalf of**  
**(H. P. State Pollution Control Board)**

**Copy To:**

1. The Incharge, Regional Laboratory Una, HPSPCB, District Una, HP for information and directed to ensure compliance of norms as per provisions of the Water Act, 1974 and BMW Rules, 2016.
2. The Incharge, Central Lab. Parwanoo for information.



**APOORV** Digitally signed  
 by APOORV  
**V** DEVGAN  
 Date:  
**DEVGA** 2022.12.16  
 13:03:26  
**N** +05'30'

**Apoorv Deygan, IAS**  
**Member Secretary**  
**For & on behalf of**  
**(H. P. State Pollution Control Board)**

**TERMS AND CONDITIONS OF AUTHORIZATION**

1. The unit/ operator/ generator of Bio-medical waste or transporter so authorized shall comply with the provisions of the Environment (Protection) Act, 1986, and the rules made there under.
2. The authorization or its renewal shall be produced for inspection at the request of an officer authorized by the Prescribed Authority.
3. The occupier shall make a provision within the premises for a safe, ventilated and secured location for storage of segregated biomedical waste in colored bags or containers in the manner as specified in Schedule I, to ensure that there shall be no secondary handling, pilferage of recyclables or inadvertent scattering or spillage by animals and the bio-medical waste from such place or premises shall be directly transported in the manner as prescribed in these rules to the common bio-medical waste treatment facility or for the appropriate treatment and disposal, as the case may be, in the manner as prescribed in Schedule I.
4. The occupier shall pre-treat the laboratory waste, microbiological waste, blood samples and blood bags through disinfection or sterilization on-site in the manner as prescribed by the World Health Organisation (WHO) or National AIDs Control Organisation (NACO) guidelines and then sent to the common bio-medical waste treatment facility for final disposal.
5. The occupier shall provide training to all its health care workers and others, involved in handling of bio medical waste at the time of induction and thereafter at least once every year and the details of training programmes conducted, number of personnel trained and number of personnel not undergone any training shall be provided in the Annual Report.
6. The occupier shall immunise all its health care workers and others, involved in handling of bio-medical waste for protection against diseases including Hepatitis B and Tetanus that are likely to be transmitted by handling of bio-medical waste, in the manner as prescribed in the National Immunisation Policy or the guidelines of the Ministry of Health and Family Welfare issued from time to time;
7. The occupier shall establish a Bar- Code System for bags or containers containing bio-medical waste to be sent out of the premises or place for any purpose.
8. The occupier shall ensure segregation of liquid chemical waste at source and ensure pre-treatment or neutralisation prior to mixing with other effluent generated from health care facilities.
9. The occupier shall ensure treatment and disposal of liquid waste in accordance with the Water (Prevention and Control of Pollution) Act, 1974 (6 of 1974).
10. The occupier shall maintain and update on day to day basis the bio-medical waste management register and display the monthly record on its website according to the bio-medical waste generated in terms of category and colour coding as specified in Schedule I.
11. The occupier/ operator of the facility shall maintain proper housekeeping in the premises where the Bio-medical wastes are handled.
12. The occupier/ operator of the facility shall not change or alter either the quality or the quantity or the rate of discharge of liquid/ emission or temperature or the route of discharge without pervious written permission from the Prescribed Authority.
13. The occupier shall dispose of solid waste other than bio-medical waste in accordance with the provisions of respective waste management rules made under the relevant laws and amended from time to time.
14. The occupier/ operator of the facility, its heirs, legal representatives etc., shall have no claim whatsoever to the continuation or renewal of this authorization after the expiry of the period of authorization.
15. The occupier/ operator of a facility shall report in Form-I to the Prescribed Authority in case of any accident occur at any institution or facility or any other site where Bio-medical waste is handled or during transportation of such waste.
16. The occupier/ operator of the facility shall ensure that, the facility is handled, operated by only qualified personals in the field. The occupier/ operator of the facility shall also appoint qualified personals and create a separate cell/ department for compliance under the various conditions of the authorization.
17. The authorized person shall take prior permission of the Prescribed Authority to close down the facility.

18. The occupier/ operator of a facility shall treat and dispose the Bio-medical waste in accordance with the Rules.
19. The occupier/ operator of the facility are required to maintain equipments for requisite treatment of Bio-medical waste like, Incinerator, Autoclave, Microwave system, etc. The occupier/ operator shall comply with the standards for incinerator, autoclave and microwave system, deep burial pits etc. as the case may be as prescribed in the Rules
20. The occupier/ operator of the facility shall maintain records of handling Bio-medical waste in Form-IV as per rule and submit the Annual Report by 30th June every year to the Prescribed Authority. The report shall include information about the categories and quantities of Bio-medical waste handled during the preceding year. All the record shall be subjected to inspection and verification by the Prescribed Authority/ authorized person at any time.
21. The occupier/ operator of the facility shall ensure that the Bio-medical waste shall not be mixed with other waste.
22. The occupier/ operator of the facility shall segregate the Bio-medical waste and collect in the container bags at the point of generation in accordance with the Rules prior to storage, transportation, treatment and disposal. The containers shall be labelled in accordance with Schedule-IV.
23. The occupier/ operator of the facility shall ensure that no untreated Bio-medical waste shall be kept/ stored beyond a period of 48 hours, provided that if for any reason it becomes necessary to store waste beyond such period, the authorized person shall take permission of the Prescribed Authority and take measures to ensure that the waste does not adversely affect human health and environment.
24. The occupier /generator shall take services of Common Transport Facility from duly authorized transporter of Bio-Medical Waste, to transport its bio-medical waste to common treatment facility.
25. The Prescribed Authority reserves the right to review, impose additional condition or conditions, revoke, change or alter the terms and conditions of the authorization.
26. The occupier/ operator of the facility shall comply with the standards and specification as per rules and shall furnish compliance within 30 days from the date of receipt of this authorization.
27. Waste collecting bags require incineration shall be made of non/ chlorinated plastic with label and seal as per the specifications indicated under Bio-medical Waste Management Rules, 2016.
28. Any authorized change in personnel/ equipment or working conditions as mentioned in the application by the person authorized shall constitute a breach of this authorization.
29. The occupier/ operator of the facility shall not rent and sell, transfer or otherwise transport the Bio-medical waste without prior permission from the Prescribed Authority.
30. The hospital/UNIT shall submit the Analysis Report of liquid waste being discharged by the hospital within 3 months from date of the issue of authorization to ascertain the adequacy and efficiency of treatment systems.

TRUE COPY

ADVOCATE



By Order  
Member Secretary  
( H. P. State Pollution Control Board)

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ANNEXURE-R/19.

**H.P. STATE POLLUTION CONTROL BOARD**

Central Laboratory, SCF-7-8, Sector-IV, Parwanoo,  
Tehsil Kasauli, Distt.-Solani (H.P.), PIN-173220

Website: <http://hpspcb.nic.in>,

e-mail: [pcbparwanoo@gmail.com](mailto:pcbparwanoo@gmail.com)

*75*  
Azadi Ka  
Amrit Mahotsav

No. PCB/Lab/PWN/Sample (offline)/22- 1188

Dated: 14-12-2022

To

✓  
Shivalik Hospital,  
Near Police Line, Jhalera, Una,  
Distt. Una HP.

Sub: Analysis Results of the Water Sample.

Sir,

Please find enclosed herewith Analysis Report No. W-457 along with Bill No. W-457 dated 14.12.2022 amounting to Rs. 4770.00 as sample collection and analysis charges. As per the comparative statement, all the parameters are within the prescribed standard limits.

You are requested to make payment of above mentioned amount i.e. Rs. 4770.00 in the shape of demand draft in favour of Principal Scientific Officer, HP State Pollution Control Board, Parwanoo-173220 payable at Parwanoo at the earliest, please.

Thanking you.

Yours sincerely,

*(Anup Vaidya)*  
Pr. Scientific Officer

**FORM -X**  
**REPORT BY STATE BOARD ANALYST**  
(See Rule 26)

Report No. W-457.

Date: 14.12.2022

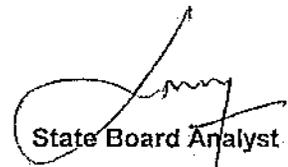
I hereby certify that I, **Dr. Ramakant Awasthi**, State Board Analyst duly appointed under sub-section (3) of section 53 of the Water (Prevention & Control of Pollution) Act, 1974 (6 of 1974) received on the 19th day of November, 2022 from **Sh. Baldev Singh, Jr.SO, HPSPCB, Central Laboratory Parwanoo** a Grab sample of **Final outlet of STP of Shivalik Hospital, near Police line, Jhalera, Una, Distt. Una** for analysis. The sample was in a condition fit for analysis reported below:

I further certify that I have analysed the aforementioned sample from 19-11-2022 to 13-12-2022. The results of the analysis reported below.

Method of analysis							
IS- 2488(I-V), IS-3025 (Part 44): 1933, "Standard Method for the Examination of Water", 22 <sup>th</sup> Edition prepared & published jointly by:-							
1. American Public Health Association.							
2. American Water Works Association.							
3. Water Pollution Control Federation.							
S.No.	Parameter	Results	Unit	S.No.	Parameter	Results	Unit
1	pH	7.01		22	Temperature (T)	---	°C
2	Conductivity	---	µmho/cm	23	Antimony (Sb)	---	mg/l
3	TDS	---	mg/l	24	TKN	---	mg/l
4	TSS	5.0	mg/l	25	Mercury (Hg)	---	mg/l
5	COD	24.0	mg/l	26	Arsenic (As)	---	mg/l
6	BOD	4.0	mg/l	27	Selenium	---	mg/l
7	Sulphate(SO <sub>4</sub> )	---	mg/l	28	Manganese(Mn)	---	mg/l
8	NO <sub>3</sub> -N	---	mg/l	29	Fluoride (F)	---	mg/l
9	Chloride (Cl)	---	mg/l	30	Vanadium as V	---	mg/l
10	Sodium (Na)	---	mg/l	31	Potassium(K)	---	mg/l
11	Total Hardness	---	mg/l	32	Phenol	---	mg/l
12	Total Iron (Fe)	---	mg/l	33	Sulphide (S)	---	mg/l
13	Total Chromium	---	mg/l	34	Chlorine	---	mg/l
14	Zinc (Zn)	---	mg/l	35	NH <sub>3</sub> -N	---	mg/l
15	Copper (Cu)	---	mg/l	36	Chromium <sup>+6</sup>	---	mg/l
16	Nickel (Ni)	---	mg/l	37	T.PO <sub>4</sub>	---	mg/l
17	Lead (Pb)	---	mg/l	38	Boron (B)	---	mg/l
18	Cadmium (Cd)	---	mg/l	39	TC	---	MPN/100 ml
19	Total Cyanide	---	mg/l	40	FC	---	MPN/100 ml
20	Oil & Grease	0.00	mg/l	41	Ca <sup>++</sup>	---	mg/l
21	Phosphate	---	mg/l	42	Mg <sup>++</sup>	---	mg/l

The condition of the seals, fastening and container on receipt was as: Sealed as PCB

Signed on this 14th day of December, 2022.

  
State Board Analyst.

From : H.P. STATE POLLUTION CONTROL BOARD  
Central Laboratory, Parwanoo, Solan-173212

To: **Shivalik Hospital,**  
**near Police line, Jhalera,**  
**Una, Distt. Una, HP**

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### H.P. STATE POLLUTION CONTROL BOARD

Central Laboratory, SCF-7-8, Sector-IV, Parwanoo,  
Tehsil Kasauli, Distt.-Solan (H.P.), PIN-173220

Website: <http://hppcb.nic.in>,

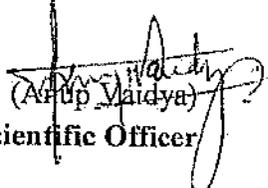
e-mail: [pcblabparwanoo@gmail.com](mailto:pcblabparwanoo@gmail.com)



Issued to : Shivalik Hospital, near Police line, Jhalera, Una, Distt. Una HP.  
 Test Report no : W- 457  
 Dated of Receiving : 19.11.2022  
 Bill No: : W- 457  
 Date: : 14.12.2022

Sr. No	Parameter	Analysis Charges (in Rs)	No of Parameter	Total Amount (In Rs)
1	pH	110.0	1	110.0
2	Total Suspended Solids	180.0	1	180.0
3	Oil And Grease	350.0	1	350.00
4	COD	620.0	1	620.00
5	BOD	1050.0	1	1050.00
6	Transportation Charges	1500.0	1	1500.00
7	Sampling Charges	960.0	1	960.00
<b>Grand Total (In Rs.)</b>				<b>4770.00</b>

*Note: You are requested to arrange the above amount in the shape of demand draft dully issued in the favour of the Principal Scientific Officer, H.P. State Pollution Control Board Parwanoo-173220, Payable at any schedule bank at Parwanoo.*

  
 (Arup Maitya)  
 Principal Scientific Officer



**Himachal Pradesh State Pollution Control Board**  
**Central Laboratory, SCF-7-8, Sector-IV, Parwanoo,**  
**Tehsil Kasauli, Distt.-Solan (H.P.), PIN-173220**  
 Website: <http://hppcb.nic.in> e-mail: [nclabparwanoo@gmail.com](mailto:nclabparwanoo@gmail.com)



### Comparative Statement

Report No. W-457, dated 14.12.2022

S. No.	Parameter	Results	Permissible Limits	Remarks
1.	pH	7.01	6.5-9.0	Within Limit
2.	TSS	5.0 mg/l	100.0 mg/l	Within Limit
3.	COD	24.0 mg/l	250.0 mg/l	Within Limit
4.	BOD	4.0 mg/l	30.0 mg/l	Within Limit
5.	Oil & Grease	0.00 mg/l	10.0 mg/l	Within Limit

Pr. Scientific Officer

TRUE COPY

ADVOCATE



Certificate

ANNEXURE R/20



Sr. No. : 6957

06

**Special Area Development Authority  
Una**

Form of permission for Composition of Offences

No:- : 04202300032

Dated:- : 19/Jan/2023

To

Sh./Smt./M/s Mr. Akshay Kumar C/o : S/o Sh. Krishan Dass  
Mr. Krishan Dass C/o : S/o Sh. Thainu Ram  
Mrs. Anupama C/o : W/o Sh. Akshay Kumar

Block No-mohal jhalera near hill view colony, mohal jhalera, Una, Una,

Subject :- Permission for Composition of Offences.

Reference :- Your receipt No 1641817761 dated 19-Jan-2023 for Rs. 6852.00/- only.

This is in reply to your Application under reference on above cited subject. You are hereby granted completion permission under Section 39 (5) of the Himachal Pradesh Town and Country Planning Act, 1977 (Act No. 12 of 1977) for Composition of Offences carried out on the land bearing Khasra No. 1865/1546,1866/1546,1867/1546,1872/1546,1873/1546,1874/1546 Mauja Jhalera Tehsil Una District Una Himachal Pradesh with total built up area 522.72 Sqm.

1.

A copy of map duly compounded is enclosed herewith.

Encls: As above.



*Pankaj Sharma*

Pankaj Sharma  
Member Secretary  
Special Area Development Authority  
Una

TRUE COPY

ADVOCATE

*[Handwritten signature]*

O A NO 820/2022

IN THE MATTER OF:

NAVEEN KUMAR

...APPLICANT

VERSUS

UNION OF INDIA &amp; ORS.

...RESPONDENTS

KNOW ALL to whom these present shall come that I/We the above named **RESPONDENT NO 8** do hereby appoint, A.R. TAKKAR AND BELOW MENTIONED ADVOCATES to be the Advocates for appellants in the above noted case authorize him :-

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

To sign, file verify and present pleadings, appeals cross objections or petitions for execution review, revision, withdrawal, compromise or other petitions or affidavits or other documents as may be deemed necessary or proper for the prosecution of the said case in all its stages.

To file and take back documents to admit and/or deny the documents of opposite party.

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

The deposit, draw and receive money, cheques, cash and grant receipts thereof and to do all other acts and things which may be necessary to be done for the progress and in the course of the prosecution of the said case.

To appoint and instruct any other Legal Practitioner, authorizing him to exercise the power and authority hereby conferred upon the Advocate whenever he may think it to do so and to sign the Power of Attorney on our behalf.

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

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

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

And I /we the undersigned do hereby agree that in the event of the whole or part of the fee agreed by me/us to be paid to the Advocate remaining unpaid he shall be entitled to withdraw from the prosecution of the said case until the same is paid up. The fee settled is only for the above case and above Court. I/We hereby agree that once the fee is paid. I /we will not be entitled for the refund of the same in any case whatsoever. If the case lasts for more than three years, the advocate shall be entitled for additional fee equivalent to half of the agreed fee for every addition three years or part thereof.

IN WITNESS WHEREOF I/We do hereunto set my /our hand to these presents the contents of which have been understood by me/us on this 21 day of January, 2023

Accepted

  
AR TAKKAR, SHRIYA TAKKAR, UNNATI ANAND, TEJASVI CHAUDHRY,

  
GURINDERJIT

  
SYASHU PESSWANI AND PRINCE SHARMA  
ADVOCATES

ARTLO

#A25/12, DEODAR MARG, DLF PHASE -1,  
GURGOAN-122002Email id: [ARTAKKAR@ARTLO.IN](mailto:ARTAKKAR@ARTLO.IN)

Mobile-9582209633

  
SHIVALIK HOSPITAL  
Near Police Lines Jhalera  
Una (H.P.) # 9805933644

(SIGNATURE OR THUMB IMPRESSION)