

**BEFORE THE NATIONAL GREEN TRIBUNAL,  
PRINCIPAL BENCH**

**ORIGINAL APPLICATION No. 402 OF 2022**

**IN THE MATTER OF:**

**ANAND SWAROOP**

**...APPLICANT**

**VERSUS**

**HIMALAYAN FOOD PARK LIMITED**

**...RESPONDENT**

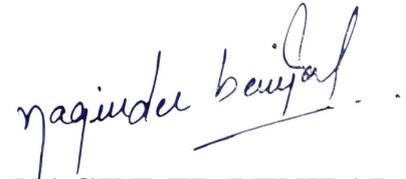
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Through

Place: New Delhi

Date: \_\_\_\_ .08.2022



**NAGINDER BENIPAL  
ADVOCATE**

D/1625/2009

E-358, Greater Kailash I, New Delhi- 110048

Phone- 9999329299

E-mail id: [naginder.benipal@gmail.com](mailto:naginder.benipal@gmail.com)

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**REPLY ON BEHALF OF THE RESPONDENTS IN O.A. No. 402 OF 2022**

1. That the Hon'ble Tribunal, vide order dated 27.05.2022 had issued notice to the respondent requiring the respondent to file replies specifically responding to all material averments made by the petitioner in the abovementioned matter.
2. That the Hon'ble National Green Tribunal was pleased to observe "applicant has filed the present application under Section 18 read with section 14 & 15 of the National Green Tribunal Act, 2010 seeking following reliefs:

*"Pass an order for closure and seal the entire food park including the industries running therein.*

- a. Pass an order against the respondent company and its directors, under section 37, 38 and 40 of the Air Pollution Act and under sections 41, 42, 44 and 47 of the Water Pollution Act.*
  - b. Pass an order to CPCB or any other Centralized investigation agency/competent authority to submit a detailed inspection report regarding the non-compliance of the relevant laws by the respondent company as stated in Schedule I of the NGT Act.*
  - c. Pass any other/further order(s) of this Hon'ble Tribunal may deem fit and proper in the facts and circumstances of the case."*
3. That at the outset, the respondent vehemently and specifically denies each and every alleged wrongdoing and violation put forth in the plaint being false, malicious and arising out of extraneous consideration.
4. Further, it is respectfully showeth that the OA No 129/2020 filed before the Hon'ble Principal Bench of Tribunal was duly heard. Hon'ble Principal Bench of National Green Tribunal was pleased to pass an order directing responsible government agencies to conduct on the spot inspections and under the directions of Hon'ble Tribunal inspections were duly conducted and reports submitted for consideration. Hon'ble National Green Tribunal was pleased to consider the facts and reports submitted before it and was further pleased to pass speaking order dated 24.11.2020 addressing all averments of the petitioner and further directing the concerned agencies to

continue due and vigilant monitoring with clear directions as quoted:  
“observations in the report may be strictly enforced with regard to the monitoring of the emissions, testing of the soil and development of more dense green belts.”

5. That, Hon’ble Principal Bench of National Green Tribunal dismissed the petition with speaking order and after due satisfaction on each and every averment made in the reference petition.
6. That the petitioner has cited no new or cogent grounds for filing the current petition except stating that petitioner finds discrepancy between the reports submitted. It is respectfully showeth that the same reports have been carefully examined by Hon’ble Principal Bench of the Tribunal consisting of four Learned Members. The same reports were also provided to the Plaintiff for his understanding and objections if any. The reports were not found erroneous by the petitioner of OA No 129/2020 and was also not faulted by Hon’ble Principal Bench of the National Green Tribunal. Moreover, the petitioner in current petition has also failed to elaborate the specifics in respect of the alleged discrepancy. In brief, petitioner has utterly failed to elucidate the very cause of his petition.
7. That the petitioner has pleaded for the relief sought including an extreme and harsh step of closing the Food Park without citing any cogent reason as to why such a relief is justified. This very act of the petitioner speaks

volumes about the intent of petition that prime facie has no substance whatsoever and therefore, deserves to be rejected with costs.

8. That even at the risk of repetition the following facts are submitted for kind consideration:

The respondent company had applied for the consent to establish/develop a food park in the Village Mahua Khera Ganj at Kashipur District Udham Singh Nagar, Uttarakhand while complying with all the necessary requirements mandated under various laws for Environment Protection as well as orders passed by this Hon'ble Tribunal and Hon'ble Supreme Court of India. The said Consent to Establish was duly granted.

Further, the respondent company was granted consent to establish by Uttarakhand Environment Protection and Pollution Control Board (hereinafter referred to as UEPPCB) for the total land area of 50.14 acre land vide letter no. UEPPCB/HO/NOC-2029/2014/859 dated 25.08.2014 wherein certain guidelines were also issued to be complied with for continuous renewal.

The Petitioner respects environment and has been always in compliance which includes developing the green belt around the complex in 10% of the land, setting up of ETP/STP, utilizing technology in its plant that ensures minimum water foot print and almost no waste generation, assigning space in the food park only upon agreement on the environment

protection norms, and no discharge of waste water from the food park outside of its premises.

9. That the respondent has allowed its land to remain vacant but has never entertained allotment request from any entity that may remotely be adverse to environment.

10. That more specifically stated UEPPCB had granted consent to establish the food park with the following requirements:

A. That in compliance of Consolidated Consent to Operate and Authorization (hereinafter referred to “CCA”) issued by UEPPCB, an Effluent Treatment Plan (hereinafter referred to as ETP) of 700 KLD capacity has been installed in the Food Park. Copy of the contract entered between the respondent company and M/s Trillanium Enerflow Limited for development of ETP is annexed herewith as **ANNEURE R1**.

B. That a green belt in compliance CCA has also been developed with trees of various varieties, it is also pertinent to mention herein that the compliance report filed in OA No. 129 of 2020 titled as Vijay Kumar Malhotra vs Uttarakhand Pollution Control Board & Ors. categorically states that a green belt acquiring 10.01% of the total area of the park has duly been established. Copy of the Photographs of green belt is annexed herewith as **ANNEXURE R2**.

C. It is also pertinent to mention herein that all other compliances as per the CCA has been complied with for continuous renewal of the Uttarakhand Pollution Control Board.

11. That Ministry of Food Processing Industries vide letter dated 05.01.2016 has granted consent to the respondent company for purchase of additional land of 6 acres which was lying vacant and was prone to unauthorized development and encroachment. Copy of letter issued by Ministry of Food Processing Industries dated 05.01.2016 is annexed herewith as **ANNEXURE R3**.

12. It is also pertinent to mention herein that the layout plan submitted by the respondent company in the year 2019 includes the additionally acquired 6 acres pursuant to the consent issued by the Ministry of Food Processing Industries, however consent to establish on the additional land has not yet been applied for by the respondent company, therefore it wrongly alleged by the applicant that the respondent company is in violation of the consent to establish issued by UEPPCB. Copy of the layout plan is annexed herewith as **ANNEXURE R4**.

13. It is submitted that the food park is being operated as per the guidelines issued by the concerned authorities while keeping in mind the protection and conservation of environment, as submitted by the District Magistrate and UEPPCB in their compliance report in OA No. 129 of 2020.

14. It is further submitted that the industry in discussion is food based and as such utilizes only fruits, grains and such natural edible items as its raw material. The output is also biological, edible and safe food product only. Neither its raw material nor its output is in adversity to the environment. Each of them is completely biodegradable and even utilizable in nature and under its natural process. Yet the petitioner has kept the Food Park as environmentally neutral by minimizing waste, recycling, reusing and treating everything within its premises.

15. That the respondent company has always been diligent and committed to comply with the Environmental Laws issued under various acts as well as directions issued by the Hon'ble Supreme Court and this Hon'ble Tribunal and has taken various steps towards protection and conservation of environment. The Food Park is yet to become financially viable and has been facing such frivolous complaints and litigations from persons unrelated to it and without any explanation of their interest let alone the knowledge of the subject matter.

16. That the petitioner has cited no actual cause or substance of grievance for filing the present petition. Further, the petitioner has made no efforts to understand the nature of activities in Food Park and their possible impact on environment. The petitioner has proffered a baseless, causeless and most ill-informed plaint before the Hon'ble National Green Tribunal, on a

subject matter that has already been deliberated and decided by Hon'ble Tribunal.

17.It is therefore, most humbly prayed that this Hon'ble Tribunal may graciously be pleased to dismiss the present OA in favor of the respondent and against the applicant with exemplary cost.

Through

Place: New Delhi

Date: \_\_\_\_.09.2022



**NAGINDER BENIPAL**  
**ADVOCATE**

D/1625/2009

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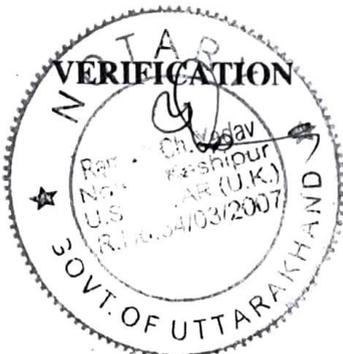
**...RESPONDENT**

**AFFIDAVIT**

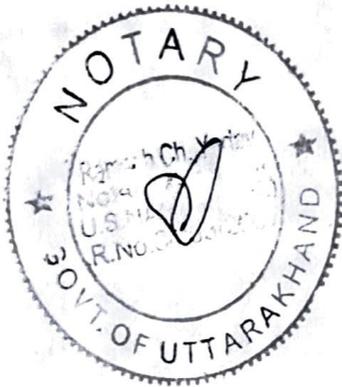
I, **Ashwani Chhabra**, S/o Late Sh. Mela Ram Chhabra, aged about 60 years R/o Manipur Road, Kashipur do hereby solemnly affirm and declare as under:

1. That I am the Managing Director in the abovementioned matter, and am fully acquainted with the facts of the instant case and fully acquainted to swear the present affidavit.
2. That the accompanying reply affidavit has been drafted by my counsel under my instructions and I say that the averments made therein are true on the basis of records.
3. That the contents of the abovementioned affidavit are true and correct.

  
**DEPONENT**



Verified at KASHIPUR, this the 20 day of 08, 2022 that the contents of this application are true and correct to the best of my knowledge and belief and nothing material has been concealed there from.



  
**DEPONENT**

Verified & Authenticated by  
Shri..... Ashwani Chahal  
This... 20 Day ... 8 ... Of... 22  
Id ..... W/Lus .....  
Ramesh Ch Yadav  
Notary Public, Kashipur (U.S.N.)  
20/08/22

Bond



**Indian-Non Judicial Stamp  
Haryana Government**



Date : 10/08/2016

Certificate No. G0J2016H3674



Stamp Duty Paid : ₹ 100

(Rs. Hundred Only)

GRN No. 20184483



Penalty : ₹ 0

(Rs. Zero Only)

**Seller Detail**

Name : Trillenium Enerflow Ltd

H.No/Floor : Na

Sector/Ward : Na

Landmark : Na

City/Village : Gurgaon

District : Gurgaon

State : Haryana

Phone : 9899791616



Purpose : PURCHASE ORDER AGREEMENT

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrashry.nic.in>**CONTRACT**

(ETP, Design, Supply, Erection, Commissioning &amp; Operation for one year)

The CONTRACT is made on 10/ 08/2016

BETWEEN

**M/s Himalayan Food Park Pvt. Ltd (HFPPL)**, having its registered office at M-13 South Extension Part II New Delhi 110049 (hereinafter referred to as the "HFPPL" which expression shall, unless repugnant to the context or meaning here of, be deemed to mean and include its successors and assignees) of the one part

AND

**M/s. Trillenium Enerflow Ltd** having its principal place of business at 8-2B, Jamuna Marg, Civil Line, New Delhi, India here in after called the "Contractor" (which expression shall, unless repugnant to the context or meaning here of, be deemed to mean and include its successors and permitted assignees of the other part.

Capitalized terms not otherwise defined in this Contract shall have the meanings given such terms in the General Conditions of Contract, attached hereto and incorporated by reference into this Contract.

For Himalayan Food Park Pvt. Ltd

Director

For Trillenium Enerflow Limited

Authorised Signatory/Director

## ANDWHEREAS

HFPPL has issued a Tender, inviting bids from interested parties for getting the Design, Supply and Erection, Commissioning & Operation for One year of ETP (700 KLD) at its central processing unit at Mahuakhera Ganj, Kashipur (Uttarakhand) in accordance with the specifications and on the terms and conditions set out in the said Tender Documents.

## ANDWHEREAS

The Contractor has inspected the Site and surroundings of the Work Site and other facilities, as specified in the Tender Documents and after satisfying himself by careful examination has submitted its bid against the said Tender.

## ANDWHEREAS

After discussions and negotiations that had taken place subsequent to the submission of bid by the Contractor, the HFPPL has accepted the bid submitted by the Contractor and placed its letter of intent on the Contractor thereby declaring its intention to award the contract of Design, Supply and Erection, Commissioning & Operation for One year of ETP (700 KLD) at Mahuakhera Ganj, Kashipur (Uttarakhand) to the Contractor.

## ANDWHEREAS

Further to the above, the parties are signing this Contract to record in writing the terms and conditions agreed upon between them.

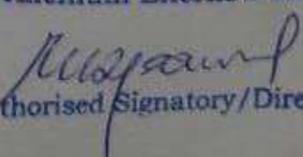
**NOW THIS CONTRACT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. In consideration of the payment to be made to the Contractor for the work to be executed by him, the Contractor hereby covenants with the HFPPL that the Contractor shall and shall duly provide, execute and complete the Works and shall do and perform all other acts and things in the Contract, mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the Works and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in the Contract.
2. In consideration of the due provisions, execution and completion of the Work, the HFPPL does hereby agree to pay the Contractor the Contract Sum in proportion to the work actually done by him and approved by the Architect/Consultant, such payment to be made at such time and in such manner as provided for in the General and Special Conditions of the Contract.

The following documents shall be deemed to form and be read and construed as part of this Contract in the following order of precedence. All earlier correspondence and oral agreements, if any, between the parties, except to the extent stated above, shall stand superseded by this Agreement.

a) This Contract

For Himalayan Food Park Pvt. Ltd  
  
Director

For Trillanium Enerflow Limited  
  
Authorised Signatory/Director

- b) The Letter of Intent dated 04<sup>th</sup> Aug 2016
- c) List of Drawings and Tender Addendums(Annexure....)
- d) The various Minutes of Meetings and Tender Correspondence(Annexure....)
- e) General Conditions of Contract.
- f) Special Conditions of contract.
- g) Technical Specifications.
- h) Priced Bill of Quantities with Detailed Specifications.

In this Contract words and expressions shall have the same meaning as are respectively assigned to them in the General and Special Conditions of Contract.

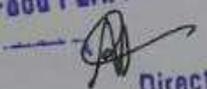
The Contractor hereby agrees to commence the work on 30<sup>th</sup> August, 2016 and shall complete the entire works within four months thereafter latest by 31<sup>st</sup> Dec 2016.

The HFPPL has accepted the tender of the tenderer for the provision and the execution of the said

Works for the Contract Sum upon the terms and subject to the Conditions of Contract.

IN WITNESS WHEREOF the parties present have executed these on the day and the year first above written.

Signed and Delivered  
For and on behalf of

For Himalayan Food Park Pvt. Ltd  
  
Director

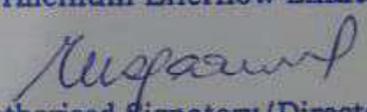
HIMALAYANFOODPARKPVT.LTD

DATE:

PLACE:

Signed and Delivered  
for and on behalf of

For Trillanium Enerflow Limited

  
Authorized Signatory/Director

TRILLENIUM ENERFLOW LTD

DATE:

PLACE:

IN PRESENCE OF TWO WITNESSES

1. Sandeep  
(Sandeep Agrawal)

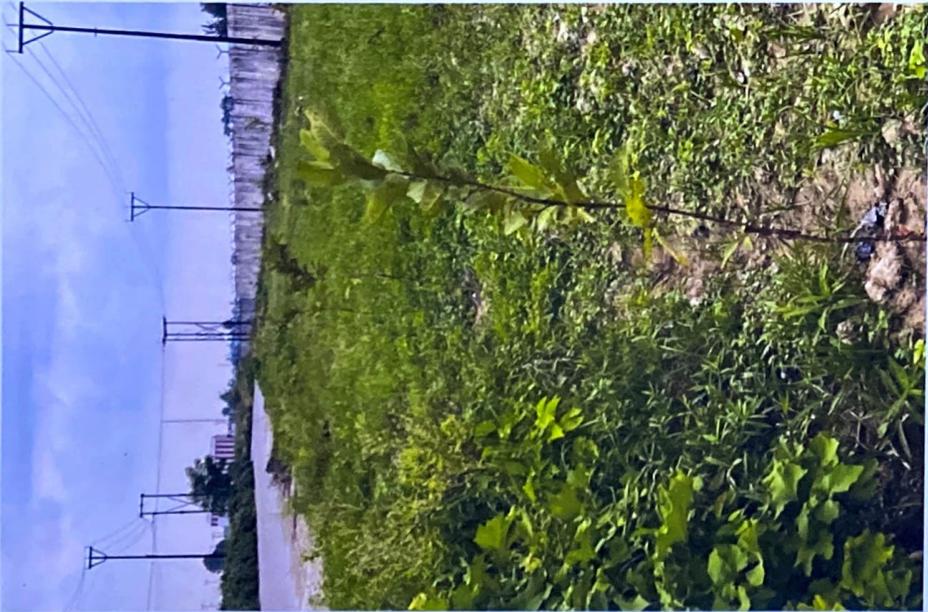
2.

Raj  
(Rakesh Sharma)

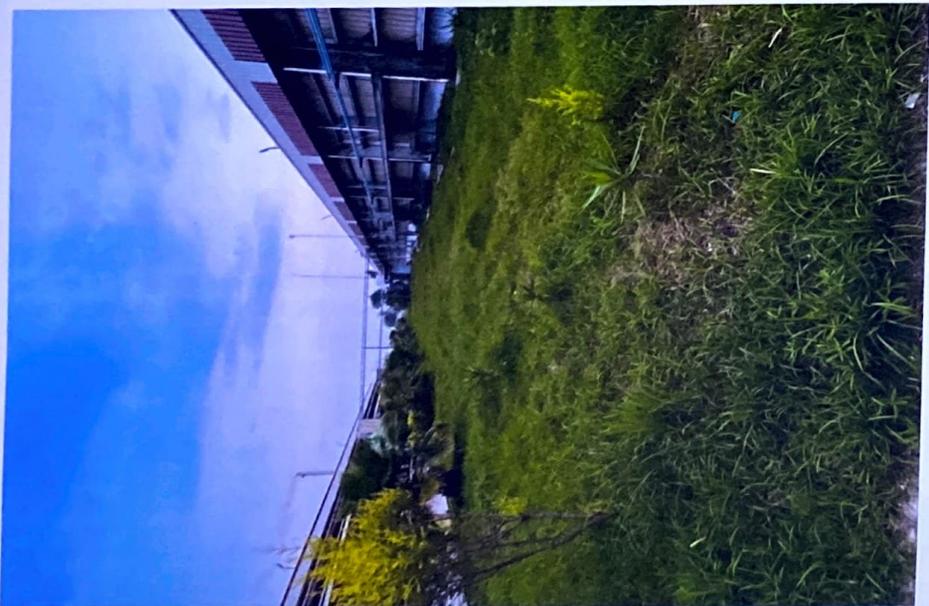
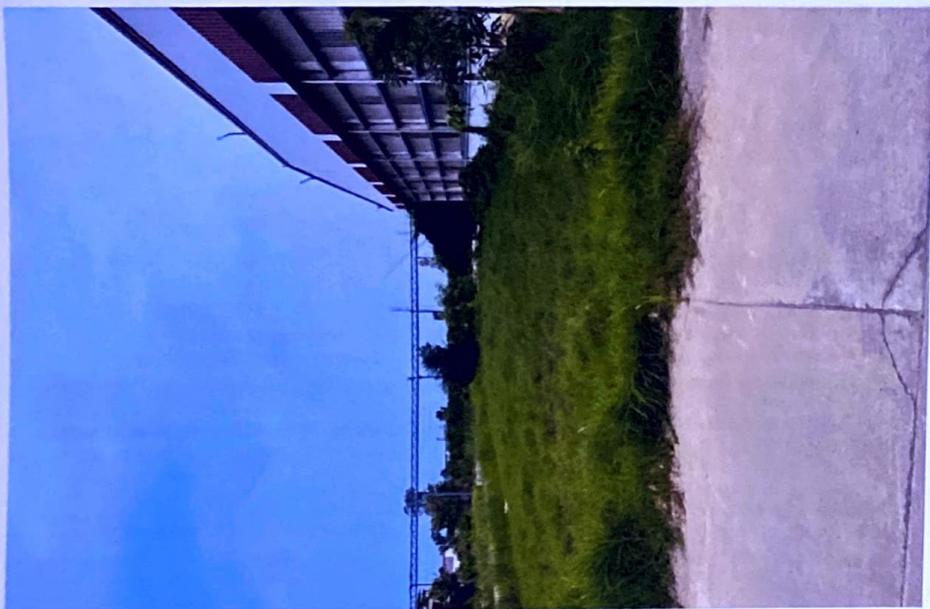
# ANNEXURE R2













F.No.34-MFPI/12-MEGA FP  
भारत सरकार/Government of India  
खाद्य प्रसंस्कृत उद्योग मंत्रालय  
Ministry of Food Processing Industries  
पंचशील भवन, अगस्त क्रांति मार्ग  
Panchsheel Bhawan, August Kranti Marg  
नई दिल्ली/ New Delhi-110049

दिनांक: 05.01.2016

To,

Shri Vikas Jindal, Director  
M/s Himalayan Mega Food Park Pvt. Ltd.  
C/o Jindal Fincap Ltd.  
01, Ramnagar road, Kashipur  
Uttarakhand

**Subject:- Pending Compliance from M/s Himalayan Food Park Pvt. Ltd. ( the SPV) with reference to the decision of the Review Meeting held on 30.04.2015 reg.**

Sir,

This is to inform you that during review Meeting held on 30.04.2015 chaired by Hon'ble Minister, FPI, the compliance of decisions of last meeting was reviewed.

- a) It may be noted that M/s Himalayan food Park Pvt. Ltd.(the SPV) is granted permission to purchase an additional land of 6 Acres, (Khasra No. 312), Which is situated in the centre of the Mega Food Park to stop any further disturbances.
- b) In view of last meeting , you are advised to attend the meeting along with your PMC on 19.01.2016 at 02:30 PM in the Ministry to be chaired by Hon'ble Minister. Information with respect to the current status of progress of the project vis-a-vis project implementation schedule submitted in the Ministry may be furnished to the PMA/Ministry well in advance. It may please be ensured that the information contained therein is as per the latest approved DPR of the project.

संजय कुमार सिंह  
(संजय कुमार सिंह)

अवार सचिव, भारत सरकार

दूरभाष न :- 26406531

ईमेल: [sk.singh@nic.in](mailto:sk.singh@nic.in)



# VAKALATNAMA

## BEFORE THE NATIONAL GREEN TRIBUNAL PRINCIPAL BENCH

ORIGINAL APPLICATION No. 402 OF 2022

IN THE MATTER OF:

**ANAND SWAROOP**

**...APPLICANT**

**VERSUS**

**HIMALAYAN FOOD PARK LIMITED**

**...RESPONDENT**

KNOW ALL to whom these present shall come that I, Ashwani Chhabra, aged about 60 years, S/o Late Shri Mela Ram Chhabra, R/o Manipur Road, Kashipur, the above named do hereby appoint:

NAGINDER BENIPAL  
E 358, LGF, GREATER KAILASH-I.  
NEW DELHI-110048  
D-1625/2009  
naginder.benipal@gmail.com, 9999329299  
HARITHI KAMBIRI  
D/2900/2020  
ANKIT SIWACH  
D-4117/2022



(herein after called the advocate/s) to be my /our Advocate in the above- noted c  
To send notices and representations on our behalf.

To act, appear and plead in the above- noted case in this Court or in an  
may be tried or heard and also in the appellate Court including High Court subje  
for each court by me/us.

To sign, file, verify and present pleadings, appeals cross-objections or  
revision, withdrawal, compromise or other petitions or affidavits or other docume  
or proper for the prosecution of the said case in all its stages subjects to payment

To file and take back documents, to admit and /or deny the documents or opposi

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.

To deposit, draw and receive money ,cheques,cash and grant receipts here of 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 authorising him to exercise the power and authority  
hereby conferrd upon the Advocate whenever he may think fit to do so and to sign. the power of attorney on our  
behalf.

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

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

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

IN WITNESS WHERE/OF I/we do hereunto set my / our hand to these presents the contents of which have been understood by me/us on this \_\_\_\_ day of August, 2022.

Accepted subject to the terms of the fees.

Yaginderbejpal  
Advocate

Hareishi

