

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

IN RE:

ORIGINAL APPLICATION NO: 250/2022

IN THE MATTER OF :-

ABHAY TYAGI

....APPLICANT

VERSUS

UTTAR PRADESH STATE INDUSTRIAL
DEVELOPMENT AUTHORITY AND ANR. ...RESPONDENTS

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DOM: 15.09.2022

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DELHI

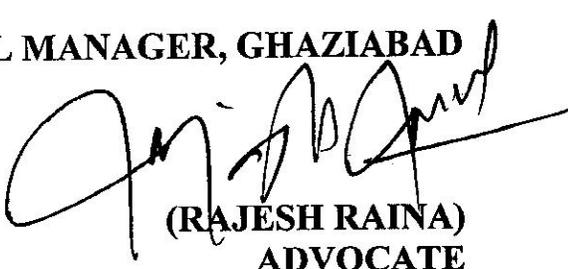
RESPONDENTS/UPSIDA

THROUGH

DATED: 31.08.2022

REGIONAL MANAGER, GHAZIABAD

THROUGH


(RAJESH RAINA)

ADVOCATE

D/528/1996

CHAMBER NO. T-1A, FF

TIS HAZARI COURT, DELHI-110054

9810333196 (M)

Email: advocate.rajeshraina@hotmail.com

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**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,
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IN RE:

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**UTTAR PRADESH STATE INDUSTRIAL
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REPLY ON BEHALF OF RESPONDENTS/ UPSIDA

MOST RESPECTFULLY SHOWETH

PRELIMINARY SUBMISSIONS AND OBJECTIONS:-

1. That the Original Application has been filed alleging that Park and Common Facility Centre (CFC) has been converted into an industrial plot without following due process of law. At the outset, it is submitted that no land earmarked as Park has been converted into an industrial plot. It is humbly submitted that it is land under CFC only which has been earmarked as an industrial plot in the framework of law applicable in the present facts and circumstances of the case. The fact of converted land use as industrial was informed to applicant herein vide letter dated 9.5.2012 (Annexure-2 of O.A.).
2. That it is noteworthy to state that applicant is trying to mislead this Hon'ble Tribunal by showing a reply letter dated 9.5.2012 of answering Respondent to the effect that while establishing the Udyog Kunj Industrial area, the land selected for public purpose were Parks and CFC. The total area of the land for public purpose was stated to be 2.65 hectare (2.35 hectare for Park and 0.30 hectare for CFC). It is humbly submitted that land use stated as industrial in Point No.3 of the said reply letter (Annexure-2 of

For & on behalf of
U.P.S.I.D.C. Ltd.

REGIONAL MANAGER

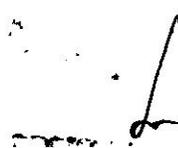
O.A.) was in respect of previously earmarked CFC only and not for the land earmarked as Park. The fact is clearly depicted in letter dated 09.03.2022 of answering respondent annexed with OA at page No.34.

3. That the present application has been filed when process of allotment after public advertisement to successful applicant has been completed that too after 10 years of information provided to applicant about conversion of CFC into industrial use. As such, present application is hopelessly barred by limitation and is liable to be dismissed.
4. It is humbly submitted that the answering Respondent wishes to place on record the actual and relevant facts which are as under:-

- i). That while carving out an industrial area, apart from individual industrial plots, many other sites/plots are being carved out as per use in layout plan of that industrial area.

- ii). That land under CFC in question was lying undeveloped since establishment of industrial area in question in 1991 and remain without any use. It is humbly submitted that this industrial plot was allotted to M/s Span Organics Pvt. Ltd. vide letter/order dated 13.07.2006 after public auction and the allotment letter is annexed as **ANNEXURE R-1**.

- iii). That the area of CFC shown in approved layout plan of industrial area in question in 1991 was 0.30 hectare (which is equal to 3000 Sq. Meter approx). After conversion of said CFC into industrial plot in the year 1991 site plan was prepared by the then Superintendent Engineer and area of converted industrial plot has been shown as 2946.80 sq. meter. Thus, it is clear that industrial plot has been converted from land under CFC only and no land under the Park has been disturbed. Copy



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of site plan showing converted industrial plot from CFC is annexed herewith as ANNEXURE R-2.

5. That purpose of CFC is not concerned in any way with protection of environment like parks. In fact, such lands are being used for purposes like banks, post office, cafeteria etc. As such, conversion of CFC into industrial use is not against the environment because even if, the land in question is being used for purposes as mentioned above, construction has to be necessarily carried out. Thus, even if conversion of CFC into industrial plot is withdrawn, construction is inevitable even in case of CFC uses. It will not be out of place to mention here that CFC uses are not at par with use as open space.
6. That in view of the submissions made herein above, no substantial question of environment is involved in the present OA rather same is devoid of any merit. Hence, present OA is liable to be dismissed.

REPLY ON MERITS

That the contents of the preliminary objections and submissions may kindly be read as part and parcel of the Reply on Merits.

1. In reply to the contents of para no. 1 of the application, it is submitted that the present application is misuse and abuse of the process of law and no cause of action has a reason in favour of the applicant to file the application before this Hon'ble Tribunal. Rest of the para is denied for want of knowledge.
2. In reply to the contents of para no. 2 of the application, it is submitted that the plot no. F-6 has been allotted to the applicant.

For & on behalf of
U.P.S.I.D.C. Ltd.

REGIONAL MANAGER

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3. That the contents of para no. 3 of the application are denied as wrong in toto. It is submitted that since the land reserved for the common facility center was not used for many years and since there was no construction over the said land and the land was not utilized, the then managing director of the respondent had changed the land use for the use for industrial activity. It is submitted that the respondent have not changed the land use of the park in the said industrial area.
 4. That the contents of para 4 of the application are a matter of record and needs no reply.
 5. That in the reply of contents of para 5 of the application it is submitted that UPSIDA vide their letter no. 646/ROG/SIDA/RTI/date 09.05.2012 the RTI query was answered. It is submitted that vide a layout plan dated 23.11.1991 the area of the common facility center has been shown as 0.30 Hectare. It is further submitted that after the change of land-use from common facility center to the industrial plot vide site plan dated 14.07.2015 the said plot has been shown measuring 2946.80 sq. mtr. From the above it is evident that the land of the common facility center has been converted into the said industrial plot. It is submitted that no land ear mark for park has been used for creation of the said industrial plot.
 6. In reply to the contents of para 6 of the application it is submitted that the original use of the land in question is industrial and the land has been converted to industrial use only. It is further submitted that the land in question has not been used for any commercial use. It is submitted that the land ear marked for the park has not been used or changed.

For & on behalf of
U.P.S.I.D.C. Ltd.
REGIONAL MANAGER

7. In reply to the contents of para 7 of the application it is submitted that the respondent had received a letter dated 24.12.2021 which was accordingly replied vide their reply dated 18.02.22. It is submitted that in the reply the applicant was informed that the land in question was changed from common facility center to the industrial plot by the managing director of the respondents. It was further informed that the common facility center was not a part therefore there was no question to develop a park in the said land.
- 8-9 In reply to the contents of paras 8 and 9 of the application it is submitted that the letter date 31.01.22 was received in the office of the respondents.
10. In reply to the contents of para 10 of the application it is submitted that the letter date 18.02.22 was sent to the applicant the copy of the same has already been annexed by the applicant in the Annexure 6.
11. In reply to the contents of para 11 of the application it is submitted that the letter dated 09.03.22 was sent by respondents to the applicant informing the applicant about the inspection carried out by the respondents at the site, wherein it was found that there were 2 parts/open space in the layout however one of the part has been illegally encroached. It was further informed that the Ghaziabad Nagar Nigam has been requested to remove the encroachment on the park/open space and the team from UPSIDA shall be available at the spot. It is further submitted that it was informed that applicant the common facility center land measuring 2946.8 sq. mtr. Was not developed and hence later the managing director of UPSIDA gave approval for changing the land use to industrial plot and approved the renaming of the plot as CF-1 and the necessary amendment were carried out in the layout plan. The layout plan was

For the purpose of
M. P. D. D. D.
[Signature]

accordingly prepared by Executive Engineer. The said letter has already been annexed by applicant as Annexure no. 7.

12. The contents of para 12 of the application needs no reply.

REPLY TO GROUNDS

That the Ground(s) taken by the applicant are not maintainable. It is submitted that the CFC is not a park. It is further submitted that common facility center since was not being used and as such has been converted to industrial plot by carrying out necessary amendments. It is further submitted that the respondents within their rights change the land use due to the fact that CFC was not being availed/used. It is further submitted that no money for the park and CFC has been taken by the respondents.

Last para of the application is prayer to this Hon'ble Tribunal which is untenable in the eyes of law.

PRAYER

It is, therefore, more humbly prayer that this Hon'ble Tribunal may kindly be pleased to dismiss the instant application in favour of the respondents and against the applicant in the interest of justice.

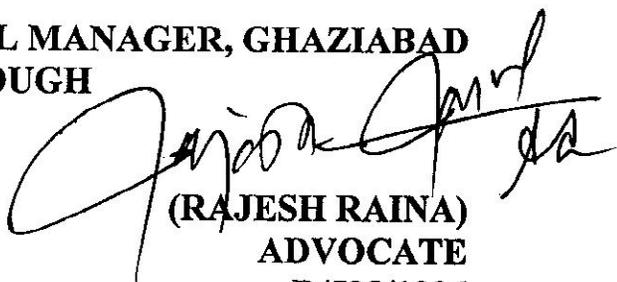
DELHI

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**For & on behalf of
U.P.S.I.D.C. Ltd.
RESPONDENTS/UPSIDA
REGIONAL MANAGER**

DATED:31.08.2022

**REGIONAL MANAGER, GHAZIABAD
THROUGH**



**(RAJESH RAINA)
ADVOCATE
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**CHAMBER NO. T-1A, FF
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Email: advocate.rajeshraina@hotmail.com

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UTTAR PRADESH STATE INDUSTRIAL
DEVELOPMENT AUTHORITY AND ANR. ...RESPONDENTS

AFFIDAVIT

I, Rakesh Jha S/o Sh. S.S. Jha aged about 56 years presently posted as
Regional Manger, UPSIDA at C-2, 4th Floor, Mahalaxmi Mall, RDC,
Raj Nagar, Ghaziabad, UP do hereby solemnly affirm as under:-

1. That I the Deponent above mentioned am working as Regional
Manager, UPSIDA at regional Office at Ghaziabad and am well
conversant with the facts and circumstances of the case and
hence competent to swear this affidavit.
2. That the accompanying reply has been drafted by my counsel
under my instructions and the same have been understood by
me which are true and correct as per the records.
3. That contents of the accompanying reply may be considered as
part and parcel of the present affidavit as the same are not
being repeated herein for the sake of brevity

For & on behalf of
U.P.S.I.D.C. Ltd.

REGIONAL MANAGER
DEPONENT

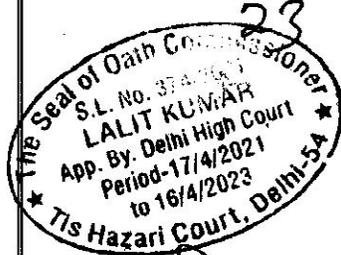
VERIFICATION

Verified on this 31st day of August, 2022 at Ghaziabad that the
contents of the above affidavit are true and correct as per my

CERTIFIED THAT THE DEPONENT
has affirmed before me that the contents of the
affidavit which have been read & explained
to him/her are true & correct to his/her
knowledge

For & on behalf of
U.P.S.I.D.C. Ltd.

DEPONENT
REGIONAL MANAGER



Rakesh Jha
I identified the deponent who
has signed in my presence

Rakesh Jha
Attested 1.7 SEP 2022
1.7 SEP 2022

U.P.S.I.D.C.
Registered A/DU.P. State Industrial Development Corporation Ltd.
(Head Office: - A-1/A, LAKHANPUR, POST BOX NO. 1050, KANPUR - 208001)
Regional Office: - R-13/112, Raj Nagar, Ghaziabad

Ref. No.

7778/B1 /SIDC/ P.J.10.12

Date 13/9/06

M/S SPAN ORGANICS (P) LTD.
SMT. SUNITA JINDAL (DIRECTOR)
N-100/B, MUNSHILAL BUILDING
CANNAUGHT CIRCUS
NEW DELHI

Subject:- Allotment of land in Industrial Area Udyog Kunj, Ghaziabad

Dear Sir,

With reference to your application dated 02.08.06 for allotment of land in our Industrial Area Udyog Kunj at Ghaziabad we have allotted to you Plot No. CF/Industrial Area Udyog Kunj at Ghaziabad on the conditions noted below for setting up an industrial unit to manufacture CARD BOARD BOXES (PRINTED).

1. The area of the Plot is 2918.00 Sq. mtr. The precise measurement and the area of the land in the plot is as per site plan attached herewith.
2. The date of this letter will be treated as the date of allotment of the above plot in your favour.
3. The interest chargeable as per clause 5 below on the (total) balance outstanding premium will be computed from the date of allotment as defined in clause 2 above and payable half yearly on 1st day of January and 1st day of July each year. The first of such payments will be due on 1st July-2007.
 - (a) There are constructions/properties of Value of Rs. ----- existing on the plot cost of which shall have to be paid by you alongwith reservation money as mentioned in clause 4 below.
 - (b) There are certain construction/properties existing on the plot, cost of which as per valuation made by the Corporation will have to be paid by you within thirty days from the date of the demand letter.
4. You shall deposit at this office an amount of Rs. 0.00/- (Earnest Money and advance premium Rs. 2625000.00/- have been adjusted) towards reservation money in respect of the above plot latest by 12/12/06. This amount (together with Earnest Money) is approximately equal to 25% of the total premium of the plot at provisional rate of Rs. 3000/- per sq. mtr, location and corner charge @ Rs. 150/- per Sq. Mtrs for first five acres and is subject to adjustment according to actual measurement of the plot. If the above amount falls short of the amount equal to 25% of the total premium according to actual measurement the balance will be deposited by you within seven days of the receipt of the demand from us. If the payment are not made as stipulated above this allotment will stand automatically cancelled/and the whole amount of Earnest Money deposited by you will stand forfeited to the Corporation, even if the area applied for either exceeds or is less than the area applied for to the extent of 20% or less of the area applied for. However, if the area of the land allotted either exceeds the area applied for or falls short of the area applied for by an area more than 20% of it, the Earnest Money will not be forfeited if this allotment is not accepted provided an intimation is sent to us in this regard by the date stipulated above. The corporation at its sole discretion upon the request in writing from you and after being satisfied with the genuineness of reasons put forth may extend the date of depositing of the reservation money/cost of construction/properties provided premium rate of the Industrial Area has not increased since the date of allotment. In such a case, interest @ percent per annum shall be payable in addition on the balance amount of reservation money/cost of construction/properties from the date of allotment upto receipt of the payment in the Corporation. In the event of non-payment of dues by the extended date, the allotment shall stand automatically cancelled with consequences as per clause-7 below.

For & on behalf of
U.P.S.I.D.C. Ltd.

REGIONAL MANAGER

The premium mentioned herein is provisional and is liable to be enhanced in accordance with the provisions of Lease Deed. The remaining 75% of the provisional premium shall have to be paid by you in ten equal half yearly installments each of which will be due for payment on 1st day of January and 1st day of July each year. The 1st installment of such payment will fall due for payment on 01-07-2007. The second and subsequent installments of premium will fall due on 1st day of January and 1st day of July each year.

An interest @ 15% per annum shall be charged on the outstanding (balance) premium with effect from the date of allotment and will be payable alongwith installment of premium, as stipulated in clause 3 above to a rebate of 2% per annum on payment on or before the prescribed date and if there are no arrears of dues. The amount of the balance premium and the interest due on it from time to time shall remain first charge on the land and the building and machinery erected thereon till it is (they are) paid in full.

The premium mentioned herein is provisional and is liable to be enhanced in accordance with the provisions of Lease Deed.

The Stamp duty, the registration charges and legal expenses involved in the execution of the lease deed and other agreements from time to time will have to be borne by you.

In the event of cancellation of allotment on account of any default on your part, the following amounts will stand forfeited to the U.P. State Industrial Development Corporation Ltd.

(a) Interest @ 15% per annum from the date of allotment on the total unpaid premium from time to time till the date of cancellation of allotment on the total unpaid premium from time to time till the date of cancellation of allotment without allowing rebate in interest, mentioned in clause 5 above irrespective of the fact whether the dues had been paid in time or not.

And

(b) Use and Occupation charges/Lease Rent/Maintenance Levy/Service charges/other dues from the date of allotment upto the date of cancellation.

And

(c) In the case of constructed sheds allotted by UPSIDC Ltd. 5% of the cost of shed in value depreciation.

The balance amount, if any, out of the deposits made by you till then, after deducting the amount to be forfeited as above, will be refundable. In case the total of the amount paid is less than the amounts to be forfeited you shall be liable to pay the difference and the same shall be recovered by the Corporation from you.

8. In the event of surrender of the allotment, the following amounts will stand forfeited to the State Industrial Development Corporation Ltd.

(a) Interest @ 15% per annum from the date of allotment upto the date of surrender of the allotment on the total balance (unpaid) premium from time to time allowing the rebate (in interest) irrespective of the fact whether the payments were made in time or not.

And

(b) Use and Occupation charges/Lease Rent/Maintenance Levy/Service charges/other dues from the date of allotment till the date of surrender.

And

(c) 5% of the cost of shed towards depreciation in the case of constructed sheds allotted by UPSIDC Ltd. The balance amount, if any, out of the deposits made by you till the date of surrender after deducting the amounts to be forfeited as above, will be refundable. In case the total of the amount paid is less than the amounts to be forfeited, you shall be liable to pay the difference and the same shall be recoverable by the Corporation from you.

9. The plot has been allotted on, as it is where it is basis and leveling etc., If any, is to be undertaken by you at your expenses. You will pay to the U.P. State Industrial Development Corporation Ltd. within 30 days from the date of the demands made by this Corporation from the time of recurring fee in the nature of service and/or maintenance charges as demanded by the Corporation. In case of default you will be liable to pay interest @ 15% p.a. on the amount due.

For & on behalf of
U.P.S.I.D.C. Ltd.

REGIONAL MANAGER

19. You will utilize minimum 30% area of the plot by covering it by roof/permanent shed within two years from the date of allotment, failing which the allotment of the plot(s) will be cancelled by the Corporation in its discretion and upon satisfaction with the steps taken by the allottee/lessee in setting up of the unit on the plot may grant extension of time with/without payment of fees and such terms and conditions as may be decided by it. It will be your sole responsibility to get NOC form UPPCB (U. P. Pollution Control Board) and if not furnished to this Corporation, you will be liable for action according to law and UPSID. You will not be responsible for any of your act or omissions which may be in contravention to the Pollution Control Board rules environmental laws.

20. The allotment shall stand automatically cancelled if there is any change in the constitution of allottee be it proprietorship, partnership/private/public limited company or change in shareholding position of company etc from that prevailing on the date of allotment without prior approval in writing from the Corporation. Permission of changes in constitution or changes in shareholding pattern resulting either in non-retainment or loss of control of the original group of shareholders may be granted on such terms and conditions and upon payment of additional premium/fee as may be decided by the Corporation from time to time.

Yours faithfully
for U.P. State Industrial Development Corporation Ltd.

Regional Manager

IROG / SIDC / PLOT NO F / Udyog Kurf

Date: *[Signature]*

- Forwarded for information and necessary action to:-
1. Chief Manager (I A.) U.P. State Industrial Development Corporation Ltd., A-1/4, Lakhimpur, Kanpur-208024.
 2. General Manager, District Industries Centre, Ghaziabad.
 3. Executive Engineer, Construction Division-1, UPSIDC Ltd., Ghaziabad.
 4. Regional Manager, U.P. Financial Corporation, Ghaziabad.

For & on behalf of
U.P.S.I.D.C. Ltd.
REGIONAL MANAGER

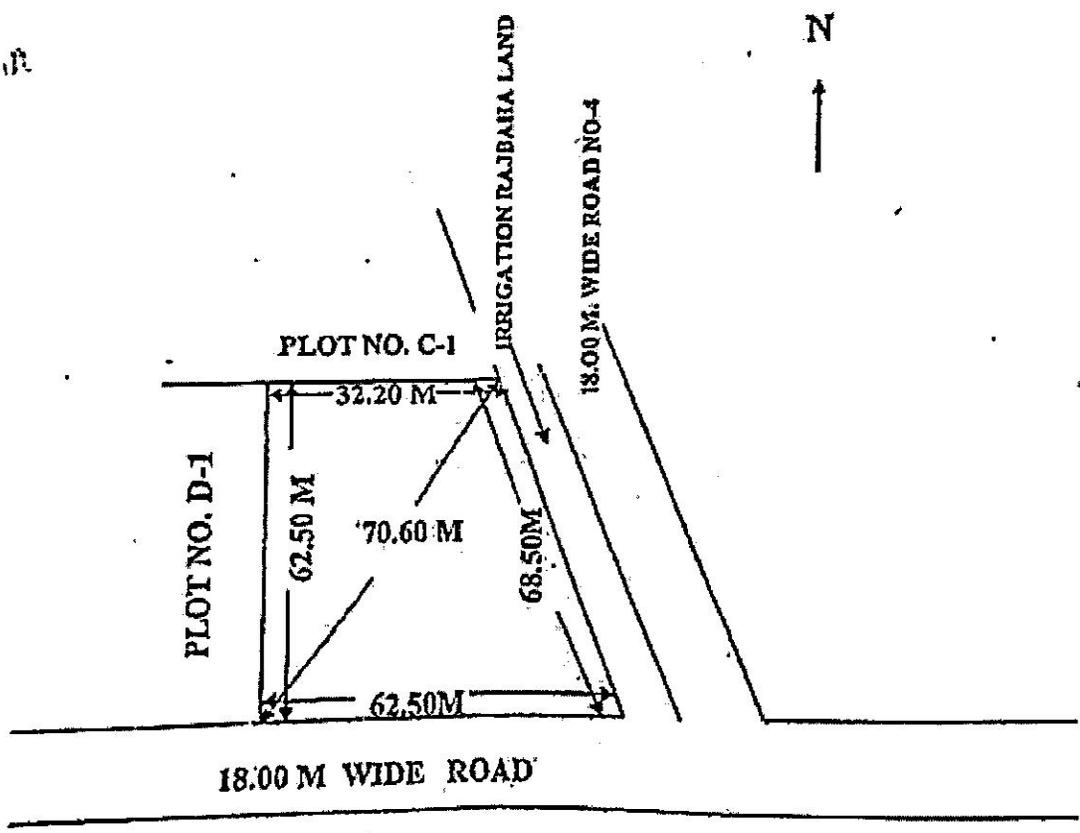


U.P. STATE INDUSTRIAL DEVELOPMENT CORPORATION LTD.
REVISED SITE PLAN OF PLOT NO. CF-1, AT I.A. UDYOG KUNJ DASNA,
HAPUR BYE PASS, DISTT.-GHAZIABAD.

(As per approved layout plan)

NOT TO SCALE

INDEX
TOTAL AREA OF PLOT : 2946.80 Sqm.



[Signature]
14/7/15
JUNIOR ENGINEER

[Signature]
14/7/15
ASSISTANT ENGINEER

CONSTRUCTION DIVISION-I
GHAZIABAD

For & on behalf of
U.P.S.I.D.C. Ltd.

REGIONAL MANAGER

For & on behalf of
U.P.S.I.D.C. Ltd.

REGIONAL MANAGER

For & on behalf of
U.P.S.I.D.C. Ltd.

[Signature]
Director

From: Rajesh Raina <advocate.rajeshraina@hotmail.com>
Sent: 07 September 2022 12:28
To: abhay8tyagi@gmail.com
Subject: REPLY IN ABAHY TYAGI CASE IN UPSIDA
Attachments: REPLY ABHAY TYAGI_organized.pdf

DEAR SIR

PLEASE FIND ATTACHED THE COPY OF THE REPLY BEING FILED ONN BEHALF OF THE UPSIDA BEFORE THE HON'BLE NGT IN OA NO. 250/2022.

REGARDS

RAJESH RAINA
ADVOCATE