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BEFORE THE NATIONAL GREEN TRIBUNAL,
PRINCIPAL BENCH, NEW DELHI
ORIGINAL APPLICATION NO. 418 of 2021
With
ORIGINAL APPLICATION NO. 447 of 2021

IN THE MATTER OF:

Tilak Raj Adhana & Ors

...Applicant

Versus

State of Uttar Pradesh

...Respondent

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FILED BY

THROUGH



SAURABH RAJPAL
(ADVOCATE FOR THE PROJECT PROPONENT)

OFFICE:-D-206, 2ND FLOOR,

LAJPAT NAGAR I,
NEW DELHI-110024

MOB: -9971792885

E-MAIL: -advocatesaurabhrajpal@gmail.com

NEW DELHI

DATE: 12.12.2024

**BEFORE THE NATIONAL GREEN TRIBUNAL,
PRINCIPAL BENCH, NEW DELHI
ORIGINAL APPLICATION NO. 418 of 2021
With
ORIGINAL APPLICATION NO. 447 of 2021**

IN THE MATTER OF:

Tilak Raj Adhana & Ors

...Applicant

Versus

State of Uttar Pradesh

...Respondent

**REPLY/OBJECTION ON BEHALF OF THE PROJECT
PROPONENT, TO THE INSPECTION REPORT FILED BY THE
UPPCB DATED 15.10.2024, IN COMPLIANCE OF THE ORDER
DATED 17.10.2024 PASSED BY THIS HON'BLE TRIBUNAL**

1. That the captioned Original Application is a Letter Petition filed by one person namely Tilak Raj Adhana and others whereby, the allegations of emission of heavy smoke by the Modi Sugar Mills, Modi Nagar, Ghaziabad, Uttar Pradesh has been made. That the Answering Respondent/Project Proponent has already filed the reply to the Original Application.
2. That this Hon'ble Tribunal *vide* order dated 17.10.2024 granted liberty to the Project Proponent to file the objections to the Report filed by the UPPCB. That the operative para of the order dated 17.10.2024 passed by this Hon'ble Tribunal is as under:

1. Learned counsel appearing for Project Proponent stated that report has been filed by UPPCB yesterday therefore he may be allowed two weeks' time to go through it and file objections, if any.

3. That this Hon'ble Tribunal *vide* order dated 18.09.2024 directed the Regional Officer, UPPCB to verify on the following aspects:
 - a) vehicles used for the purpose of transportation of wet ash,
 - b) trollies attached with vehicle,
 - c) capacity/ tare & laden weight of the vehicle attached with trolley and;
 - d) the persons who owned those vehicles.

At this juncture it is important to reproduce here relevant paras of the order dated 18.09.2024 passed by this Hon'ble Tribunal in the captioned matter

4. Entire information ex-facie does not appear to be reliable and we feel that it requires verification. We, accordingly, direct Regional Officer, UPPCB to verify above vehicles, alleged trollies attached thereto, capacity/ tare & laden weight, persons who owned those vehicles shall also be examined. Requisite report shall be submitted with regard to correctness of entries on page no. 1109 and onwards by filing a supplementary reply within three weeks.

4. That on 16.10.2024 UPPCB filed response in compliance of the order dated 18.09.2024 passed by this Hon'ble Tribunal in the captioned matter wherein UPPCB, inspected and verify the issues raised by this Hon'ble Tribunal and, observed as under:

4.1 That during the inspection by the UPPCB it was observed that Sishodiya Construction was contracted for handling, shifting, and disposing of wet ash collected from venturi scrubbers at a sugar mill. That the five tractors and ten trolleys were used during the operational phase of the industries.

A copy of the Bills generated by the Sishodiya Construction for the year 2023-2024 is annexed herewith and marked as **ANNEXURE R-1.**

- 4.2 That the vehicle's (Tractor attached with trolley) tare weight was recorded at 31.1 quintal, and after filling with wet ash, its gross weight reached 60.2 quintal., with the net weight of the ash being 29.10 quintal. The records revealed that the maximum quantity of fly ash disposed of in a single movement was 150 quintal, using a dumper/truck (UP14HT-3729) on 04.11.2023.
- 4.3 That the logbook maintaining the plying of the vehicle for the transportation of the wet ash November 2023 onward were randomly checked and found correct in accordance with the records provided on page 1109 and onwards, as confirmed by weigh slip and gate pass.
- 4.4 That the issues with respect to the verification of vehicles/trolleys mentioned in logbook of unit could not be done due to non-availability of vehicles, and alleged trolleys attached there to due to off season. Furthermore, the examination of persons who owned the vehicles could not be carried out due to their unavailability.
5. That the verification of vehicles/trolleys used for handling, shifting, and disposing of wet ash collected from venturi scrubbers at a sugar mill can be done now because operational period of the industries for the year 2024-2025 has been started. That the Operational Period of the Industries is November to April.
6. That on 26.11.2024 the work order for the year 2024-2025 for handling, shifting, and disposing of wet ash has been granted to a contractor Sushil Kumar Sharma by the Project Proponent.
A copy of the work order dated 26.11.2024 granted to the contractor Sushil Kumar Sharma is annexed herewith and marked as **ANNEXURE R-2**.
7. That the Project Proponent has all kinds of requisite permissions from the respective authorities such as, Consent-to-Operate, valid

authorization under hazardous waste management, Environmental Clearance, etc. and the same has already been annexed by the Project Proponent in it earlier filed reply dated 31.10.2023. That the Project Proponent duly maintains the logbook of plying of the vehicle for the transportation of the wet ash.

8. That, in view of the above facts and circumstances of the case and the answering Respondent has a good case on merits and the Original Applicant has made bald allegation without any proofs/evidence to substantiate its allegation hence, the present original Application may be dismissed.
9. That the supporting Affidavit is being filed along with this Reply/Objections.

FILED BY

THROUGH



SAURABH RAJPAL
(ADVOCATE FOR THE PROJECT PROPONENT)
OFFICE:-D-206, 2ND FLOOR,
LAJPAT NAGAR I,
NEW DELHI-110024
MOB: -9971792885
E-MAIL: -advocatesaurabhrajpal@gmail.com

PLACE – NEW DELHI

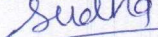
DATE - 12.12.2024

-2-

1. That I am Authorized Representative of M/s Modi Sugar Mills Unit, Modinagar, District Ghaziabad (U.P) and am well conversant with the facts and circumstances of the case and thus competent to swear this affidavit.
2. That the accompanying reply has been drafted by my Counsel under my instruction based on knowledge and I affirm that statement of facts made herein are true and correct to my knowledge.
3. That the contents of the said reply be read as part of this affidavit and same are not repeated here for the sake of brevity.


DEPONENT**VERIFICATION**

Verified at Modinagar on this 10th day of December, 2024 that the contents of my aforesaid affidavit are true and correct to my knowledge. No part of it is false nor anything material has been concealed therefrom.


DEPONENT**ATTESTED**

SUDHA RANI

Attornate

No. _____ blc

No. _____
Tennis Modi Naga
Ghaziabad**10 DEC 2024**

-2-

1. That I am Authorized Representative of M/s Modi Distillery Unit, Modinagar, District Ghaziabad (U.P) and am well conversant with the facts and circumstances of the case and thus competent to swear this affidavit.
2. That the accompanying reply has been drafted by my Counsel under my instruction based on knowledge and I affirm that statement of facts made herein are true and correct to my knowledge.
3. That the contents of the said reply be read as part of this affidavit and same are not repeated here for the sake of brevity.

DEPONENT



VERIFICATION

Verified at Modinagar on this 10th day of December, 2024 that the contents of my aforesaid affidavit are true and correct to my knowledge. No part of it is false nor anything material has been concealed therefrom.

DEPONENT

ATTESTED

Sudha
SUDHA RANI

Advocate

No. _____

at Modinagar, Ghaziabad

10 DEC 2024

CFFS6448B1Z1

Sale Invoice/ Tax Invoice

SODIA CONSTRUCTIONS

C-437, Mahender Puri Modinagar (g.z.b)
Mob- 7417504518

Original/ Duplicate/ Triplicate
(White) (Pink) (Yellow)

Serial No. 16

Date 04/12/23

Details of Receiver/ Billed to:

Modi Sugar Mill
Modinagar

State U.P

State Code

GSTIN No. 09AAACM2063R421

Details of Consignee/ Shipped to:

Vehicle No.

PARTICULARS	HSN Code	UDM	QTY	RATE	AMOUNT	
					Rs	P
Handling Shifting & Disposal of wet ash of Ventory scrubber & Disposal of wet ash outside the factory compound			19748	19	375217	70
			QUANTITY	QUANTITY		
Excavation of Ash pit			03	5200	15600	00
			lit			
Verified & Paid to SR Consultancy Engg						

Time and

Total Invoice Amount (in words)

your lakh sixty one thousand one hundred sixty four & nine paise

Amount Before Tax	390817	7
CGST@ 9.1	35173	60
SGST@ 9.1	35173	60
IGST@		

Bank Details- - ZILA SAHKARI BANK LTD.
A/c No. - 002710600000052
Ifsc Code - ZSBL0000271
Add.- GOVINDPURI, Modinagar (G.Z.B)

Total Amount after Tax 4,61,164.90

TERMS & CONDITIONS :

Subject to Ghaziabad jurisdiction only.
Goods once sold will not be taken back.

UPCT
Sir,
For your approval
Please

For SHISODIA CONSTRUCTIONS

[Signature]
Authorized Signatory

ACFFS6448B1Z1

Sale Invoice/ Tax Invoice

SHISODIA CONSTRUCTIONS

C-437, Mahender Puri Modinagar (g.z.b)
Mob- 7417504518

Original/ Duplicate/ Implicate
(White) (Pink) (Yellow)

Serial No.: 20

Date: 01/01/2024

Details of Receiver/ Billed to:

Modi Sugar mill
Modinagar

State U.P

State Code

Details of Consignee/ Shipped to:

Party GSTIN No: 09AAACM20639421

Vehicle No.

Mis

Sr. NO.	PARTICULARS	HSN Code	UDM	QTY	RATE	AMOUNT Rs.
1	Handling milting & Disposal			216398	19/90	41156.2
2	of wet ash of Ventory					
3	Scrubber & Disposal					
4	of wet ash out side					
5	the factory compound					
6						
7	Excavation of Ash pit			04	5200/- pit	20,800
8						
9	Verified & find to					
10	SRGM team 1 DGM (Engg)					
11	<i>[Signature]</i>					

Total Invoice Amount (in words):

five lakh nine thousand Seven hundred nine Rupee four paise

Amount Before Tax	431956.2
CGST@ 9%	38876.6
SGST@ 9%	38876.6
IGST@	

Bank Details- - ZILA SAHKARI BANK LTD
A/c No. - 002710600000052
Ifsc Code - ZSBL0000271
Add. - GOVINDPURI, Modinagar (G.Z.B)

Total Amount after Tax 509709.4

TERMS & CONDITIONS :
Subject to Ghaziabad jurisdiction only.
Goods once sold will not be taken back.

VP (T)
SIR,
For your approval
Please

For - SHISODIA CONSTRUCTIONS
[Signature]
Authorised Signatory

B1Z1

Sale Invoice/ Tax Invoice

IA CONSTRUCTIONS

37, Mahender Puri Modinagar (g.z.b)
Mob- 7417504518

Original/ Duplicate/ Triplicate
(White) (Pink) (Yellow)

Serial No. 23

Date 03/02/24

Details of Receiver/ Billed to:

Udi Sugar Mill
Modinagar

State U.P

State Code

HSN Code 20639421

Details of Consignee/ Shipped to:

Vehicle No. 2

PARTICULARS	HSN Code	UJM	QTY	RATE	AMOUNT	
					Rs.	P.
1 Handling & Shipping & Disp			224868	19/04	4,27,249	2
2 of wet ash of ventory						
3 Scrubber & Disposal						
4 of wet ash outside						
5 the factory compound						
6						
7 Excavation of Ash pit			4.5	5200	23400	
8			QUON			
9 Verified & found to						
10 S.P. Tech Dept (S)						
11						

Total Invoice Amount (in words)
Five Lakh Thirty one thousand
Seven hundred Sixty Eight only

Amount Before Tax	450,649.2
CGST@ 9.1	40559
SGST@ 9.1	40559
IGST@	
Total Amount after Tax	531,767

Bank Details - ZILA SAHKARI BANK LTD.
A/c No. - 002710600000052
Ifsc Code - ZSBL0000271
Add. - GOVINDPURI, Modinagar (G.Z.B)

V.P.T.I.
Sir,
for your approval

TERMS & CONDITIONS :
Subject to Ghazabad jurisdiction only.
Goods once sold will not be taken back.

Signature of Receiver

For SHISODIA CONSTRUCTIONS
Authorized Signatory

6448B1Z1

Sale Invoice/ Tax Invoice

SHISODIA CONSTRUCTIONS

C-437, Mahender Puri Modinagar (g.z.b)
Mob- 7417504518

Original/ Duplicate/Triplicate
(White) (Pink) (Yellow)

Serial No.: 31

Date: 5/3/24

Details of Receiver/ Billed to:

Modi Sugar Mill
Modinagar

State

State Code

3

Vehicle No.

No. D91A1A1CM20630421 Details of Consignee/ Shipped to:

Sl. No.	PARTICULARS	HSN Code	UDM	QTY.	RATE	AMOUNT	
						Rs.	P.
1	Handling & shifting & Dispo			266452	19%	392258.8	
2	Wet ash of Ventory						
3	Scrubber of Disposal						
4	Wet ash outside						
5	of the factory compound						
6							
7	Excavation of Ash pit			2	5200/-	10400	
8					Pit		
9	Verified & fwd to						
10	SRGM Tech DGM (Engg)						
11	5/3/24					402658.8	

Total Invoice Amount (in words):
Four Lakh Seventy five thousand
One hundred thirty seven only

Amount Before Tax		
CGST@ 9%		36239.30
SGST@ 9%		36239.30
IGST@		
Total Amount after Tax		475137.4

Bank Details - ZILA SAHKARI BANK LTD.
A/c No. - 002710600000052
Ifsc Code - ZSBL0000271
Add. - GOVINDPURI, Modinagar (G.Z.B)

Sir,
For your approval
Please.

For - SHISODIA CONSTRUCTIONS

RMS & CONDITIONS :
Subject to Ghaziabad jurisdiction only.
As once sold will not be taken back.

Authorised Signatory

19/11/24 - 6107

Sale Invoice/ Tax Invoice

48B1Z1

SHISODIA CONSTRUCTIONS

437, Mahender Puri Modinagar (g.z.b)
Mob- 7417504518

Original/ Duplicate/Triplicate
(White) (Pink) (Yellow)

Serial No.: 35

Date: 4/4/24

Details of Receiver/Billed to:

Modi Sugars Mill

State: 4/4/24 04

State Code

Details of Consignee/ Shipped to:

DP/MAIACM206304Z1

Vehicle No.

SL NO	PARTICULARS	HSN Code	UDM	QTY	RATE	AMOUNT Rs.	#
1	Handing Shifting & Disp						
2	of wet ash of ventory						
3	scrubber & Disposal						
4	of wet ash out side						
5	the factory comp.						
6				2	5200	10,400	
7	Excavation of Ashpit				ash		
8							
9	work verified						
10	for SR. Gun (Trench) D.R. m (E)						
11							

Amount Before Tax	516,506.81
CGST@ 9%	46,485.61
SGST@ 9%	46,485.61
IGST@	
Total Amount after Tax	609,478.03

Total Invoice Amount (in words):

Six lakh nine thousand four hundred seventy eight one

Bank Details - ZILA SAHKARI BANK LTD.
A/c No. - 002710600000052
Ifsc Code - ZSBL0000271
Add. - GOVINDPURI, Modinagar (G.Z.B)

TERMS & CONDITIONS:
Subject to Ghaziabad jurisdiction only.
Goods once sold will not be taken back.

For - SHISODIA CONSTRUCTIONS
Authorized Signatory
[Signature]

10/1 9124

56448B1Z1

Sale Invoice/ Tax Invoice

SHISODIA CONSTRUCTIONS

C-437, Mahender Puri Modinagar (g.z.b)
Mob- 7417504518

Original/ Duplicate/Triplicate
(White) (Pink) (Yellow)

Serial No.: 06

Date: 7/5/24

Details of Receiver (Billed to):

Modi Sugar Mill

State: DR. MOTE
19 x 912 = 17328
9% SGST = 15595
9% CGST = 15595
State Code: 2044-70

Vehicle No.

Party GSTIN No. 09AAWALM20630421 Details of Consignee/ Shipped to:

fl/s

S. No.	PARTICULARS	HSN Code	UDM	QTY.	RATE	AMOUNT	
						Rs.	P.
1	Handling shifting & Disp g wet ash of ventory scrubber & disposal of wet ash out side the factory comp.			24175	19/100	458,838	30
2	Ex lawjon of Ash pit waste verified File SP. G.M (T) / D.C. M.E.			3 1/2	5200 Pit	17,200	

Total Invoice Amount (in words):

five lakh seventy four thousand
seven hundred five rupee one

Amount Before Tax : 487038.3

CGST@ 9% : 43833.4

SGST@ 9% : 43833.4

IGST@

Total Amount after Tax : 574705.1

Bank Details- - ZILA SAHKARI BANK LTD. *Rajni*

A/c No. - 002710600000052

Ifsc Code - ZSBL0000271

Add.- GOVINDPURI, Modinagar (G.Z.B) *vesti*

RMS & CONDITIONS :

Subject to Ghaziabad jurisdiction only.
Goods once sold will not be taken back.

For - SHISODIA CONSTRUCTIONS

SM
For your approval
Please
[Signature]

[Signature]

Authorised Signatory

WET ASH REPORT NOV 23 TO MAY 24

S.NO	Date	Voucher No	Bill No	Bill Date	QTY	AMOUNT BASIC	SGST	CGST	TOTAL BILL AMOUNT	Narration	NAME
1	29-Dec-23	J1000284	16	04-Dec-23	19,748.30	390,817.70	35,173.60	35,173.60	461,164.90	ASH	SHISODIA CONST
2	06-Jan-24	J1000062	20	01-Jan-24	21,639.80	431,956.20	38,876.60	38,876.60	509,709.40	ASH	SHISODIA CONST
3	03-Feb-24	J1000048	23	03-Feb-24	22,486.80	450,649.20	40,559.00	40,559.00	531,767.20	ASH	SHISODIA CONST
4	12-Mar-24	J1000109	31	05-Mar-24	20,645.20	402,658.80	36,239.30	36,239.30	475,137.40	ASH	SHISODIA CONST
5	06-Apr-24	J1000026	35	04-Apr-24	26,637.20	516,506.80	46,485.60	46,485.60	609,478.00	ASH	SHISODIA CONST
6	15-May-24	J1000137	6	07-May-24	24,675.70	487,038.30	43,833.40	43,833.40	574,705.10	ASH	SHISODIA CONST
TOTAL					135,833.00	2,679,627.00	241,167.50	241,167.50	3,161,962.00		



(True Copy)

MODI SUGAR Mills, MODINAGAR¹⁶

WORK ORDER FOR CONTRACTS
ENGINEERING DEPARTMENT

ANNEXURE R-2

SECTION BOILER HOUSE EQUIPMENT Ash Handling TYPE Ash Shifting

W. O. No. Sugar Off Season/Season Season Date 26/11/2024

Name & Address of Contractor M/s Sushil Kumar Sharma
Modinagar

Date of contract Date of Completion

S.No.	Particulars of Work to be done	Rate	Unit	Amount Rs.
1.	Handling, Shifting & Disposal of wet Ash of Ventury Scrubbers and Disposal of wet Ash outside the factory Compound on the weight basis.			Rs. 21.50/btls
2.	Evacuation of Ash pit as per attached sanction. Note: (Rate is valid if Diesel Rate reaches Rs. 100 per litre after that proportional increase in rates i.e. $100/21.5 = 4.65$) for more details please follow attached sanction.			Rs. 5300/pt

Terms & Conditions :

- All Tools tackles shall be ours/yours.
- Consumable stores shall be our/Yours.
- Machinery jobs shall be done by us/you.
- The job after completion is to be checked and inspected by concerned l/c and D.G.M. (P)
- 80% Running payment shall be made fortnightly after verification.
- No payment will be made till the job is completed.
- Tax is deductible from final bill as per Rules.
- If work is delayed beyond time given 5% penalty will be charged from bill and if transferred to other contractor, all losses will be borne by you.
- Contractor's responsibility is printed on back side of work order form.
- GST will be paid extra by the factory as per applicable.

WORK'S INCHARGE

[Signature]

Dy. GM(Engg.)/Addl. GM(E&I)

Sr. G.M.(Tech.)

Vice President (T)

Copy to

- Sr. G.M.(Tech.)
- A/c Deptt.
- Contractor

Contract accepted on above terms

[Signature]

Contractor

Contd →

CONTRACTOR'S RESPONSIBILITY

- (A) You will bring all the tools and equipments required for completing the job yourself at your own cost.
- (B) You shall make your own arrangement for the insurance of your personal and material against all risks. We shall not be liable for any accident, or damage any account whatsoever.
- (C) You will be responsible/liable to observe all laws and rules made thereunder in respect of carrying out the works involved under this contract. Such as Minimum wages act. Contract labour (Regulation & abolition) Act. etc. And we shall not be responsible in any way for contravention of any law/rules and regulation. The company shall hold you liable for all losses, costs, charges, expenses, damages suffered by us as a result of your act. or omission and or commission and will be entitled to deduct such costs charges etc. from the amount payable to you under this contract.
- (D) SUBLETTING OF JOB. You will not sublet the entire or any part of the job under this contract to any party without prior permission.
- (E) FORCE MAJURE : The provision of the contract are subject to usual force major clause in the event or work being out short or suspended or postponed temporarily due to causes beyond our control viz fire, storms, strikes, civil commotion riot etc. We shall not be liable to pay any compensation or damage whatever similarity in such an eventuality you shall also not be held responsible for the progress or works assigned to you.
In the cases of events mentioned above, the party effected will be required to intimate immediately, in writing to the other party detailing the full facts of the case and advice the revised schedule of execution of the contract.
- (F) ORDERLY CONDUCT LOSSES DAMAGES ETC : If any of your men are, at many time found guilty of misconduct, indiscipline, disorderly behaviour, theft smoking (which is prohibited within our factory premises etc. He will be liable to be of bidden from entry in our factory premises. Any damage to and/or loss of our equipment, machinery, buildings etc. Resulting from your own or any of your men's negligence shall made good by you.

WORK'S INCHARGE

[Handwritten signature]

Terms & Conditions :

- 1. All tools and equipment shall be supplied by contractor.
- 2. Contractor shall be responsible for the safety of his workmen.
- 3. Machinery and material to be used by contractor.
- 4. The job after completion is to be checked and inspected by concerned P.E. and D.O.M. (P).
- 5. Once finishing payment shall be made forthwith after verification.
- 6. No payment will be made till the job is completed.
- 7. In case of any delay in the work, the contractor shall be liable for the delay.
- 8. If work is delayed beyond time given the penalty will be charged from him and a certificate to that effect will be given by the contractor.
- 9. Contractor's responsibility is limited to the work order only.
- 10. GST will be paid extra by the contractor as per applicable rate.

Vice President

Contractor

Contractor

Contract accepted on behalf of


[Handwritten signature]

[Handwritten signature]

- 1. 20 GM (P)
- 2. 20 GM (P)
- 3. 20 GM (P)

These points also included with the work order of page no.1 terms & conditions

1. In case of any Industrial dispute or any claim is raised by anyone of the person engaged by you, under any Act, or any other law as may be in force from time to time on which account the Company has to suffer any kind of losses, in such cases all liabilities will be borne by you.
2. That any loss of life of a worker engaged by you or damage of property of the company shall be compensated by you, if the cause of such loss or damage is on account of default, negligence, lapses of your worker.
3. All the personnel deployed by you, will be under your absolute control and supervision.
4. It would be your responsibility to abide by all the rules and regulations of Prohibition of Contract Labour (Regulation & Abolition) Act, 1970 & Rules made there under. You would solely be responsible for compliance of the same.
5. You will be responsible for all medical facilities and safety measures to your employees. We will provide first aid medical facility in case of emergency in our campus only.
6. If any manpower engaged by you found, involved in any in disciplinary activity, he will be punishable by the company as per rule.
7. Further for any necessary legal compliance, related to the workers, shall be your responsibility.


Dy. GM (Engg.)/Addl. GM (E&I)
Copy to


Sr. G.M. (Tech.)


Vice President (T)

1. Sr. G.M.(Tech.)
2. A/c Deptt.
3. Contractor

Contract accepted on above terms

Contractor



Saurabh <saurabhrajpal.sc.aor@gmail.com>

advance service of reply in tilak raj adhana OA No. 418 of 2021 and 447 of 2021

1 message

Saurabh <saurabhrajpal.sc.aor@gmail.com>

Thu, Dec 12, 2024 at 10:45 AM

To: giciggeorge.adv42@yahoo.in, pradeepmisra@yahoo.com

Respected Sir,

Kindly find attached herewith the Advance Service of Reply in Tilak Raj Adhana OA No. 418 of 2021 and 447 of 2021

Thanks & Regards

Saurabh Rajpal
Advocate for project proponent**final Reply tilak raj adhana.pdf**

24298K