

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL, WESTERN
ZONE BENCH PUNE AT PUNE .**

ORIGINAL APPLICATION NO. 32 OF 2020 (WZ)

KANTHA VIBHAG YUVA KOLI SAMAJ
PARIVARTAN TRUST

..APPLICANT

Versus

GUJARAT POLLUTION CONTROL BOARD
AND OTHERS

...RESPONDENTS

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Place: Pune

Date: - 26/10/2021



ADVOCATE FOR THE RESPONDENT NO.8

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,
WESTERN ZONE BENCH PUNE AT PUNE .

ORIGINAL APPLICATION NO. 32 OF 2020 (WZ)

KANTHA VIBHAG YUVA KOLI SAMAJ
PARIVARTAN TRUST

..APPLICANT

Versus

GUJARAT POLLUTION CONTROL BOARD
AND OTHERS

...RESPONDENTS

REPLY ON BEHALF OF RESPONDENT NO.8

M/s PARAS ENTERPRISES

MAY IT PLEASE THE HON'BLE TRIBUNAL

- 1) At the outset, the contents of this Original Application are denied by the Respondent No.8 and the same are not admitted and incorrect.
- 2) The Respondent No.8 denies each and every averment and statement made in the Original Application except so far they are expressly admitted hereunder.
- 3) The Respondent herein took the premises being Plot no. 447, Road No.4, Sachin GIDC, Tal. Choryasi, Dist. Surat on rent vide an agreement dated 18.06.2012. The construction for the industry started on 30.06.2012 and the same was finished by 30.06.2013.

The Respondent thereafter installed the machinery being the boiler, chimney, receiver, reactor, condenser, SS tray, and the erection of the same was completed on 28.02.2015. The Respondent thereafter started testing the machinery and minor production on 16.01.2015,

- 4) The Respondent No.8 had applied for Consent to Establish with the Respondent No.1 and in consonance thereof, the Respondent No.1 caused an inspection on 19.04.2014, and has erroneously recorded that the Company has started the operation without its permission. Hereto annexed and marked herewith as **ANNEXURE – R-1** is the copy of the Inspection Report of Respondent No.1 dated 19.04.2014. Thereafter, Respondent had also applied for Environmental Clearance on 21.08.2014.
- 5) The Respondent No.8 made a detailed application for the grant of Consent to Establish on 04.05.2015, and accordingly the second inspection was caused by the Respondent No.1 on 31.05.2015 and they had stated that not to start the production without the permission of the Respondent No.1. The Respondent submits that this observation is crystal clear to substantiating stand of the Respondent No.8 that the production had not started. Thereafter, actual production started on 15.06.2015. Hereto annexed and

marked herewith as **ANNEXURE R-2** is the copy of the Inspection Report of Respondent No.1 dated 31.05.2015.

- 6) Thereafter, another inspection was caused by the Respondent No. 1 on 13.07.2015 wherein it was again erroneously observed that, the production had started and that the Respondent thereafter reiterated its stand that it had not started. The Respondent craves leave to refer to and rely upon the said visit note.
- 7) The Respondent No.8 in accordance to the compliance of the conditions put forth by the Respondent No.1 submitted a Bank Guarantee of Rs. 25000/- (Rupees Twenty-Five Thousand) on 24.07.2015. Hereto annexed and marked herewith as **ANNEXURE R-3** is the copy of the Bank Guarantee dated 24.7.2015.
- 8) In view of the compliance, the Respondent No.1 further caused its visit on 29.07.2015 and 01.08.2015 and accordingly in both the visits it was reported that the industry was not in operation. The Respondent craves leave to refer to and rely upon the said visit notes.
- 9) Thereafter, Respondent No.1 vide its order dated 12.08.2015 issued an order for revocation of closure and issued the Consent to Establish to the industry on 07.10.2015. The Respondent craves leave to refer to and rely upon the said order of revocation. Copy of

Consent to Establish dated 07.10.2015 is annexed and herewith and marked as **ANNEXURE R-4**.

- 10) The Respondent submits that, the Respondent No.1 visited the Respondent No.8 on 09.07.2019 and recorded certain observations such as the unit was operating without consent, the unit had not provided any treatment facility for waste water, the rain water was contaminated from the drums filled with raw materials, acidic waste water traces etc. The Respondent craves leave to refer to and rely upon the said visit note.
- 11) The Respondent submits that, the sample was taken by the Respondent No.1 from the open common GIDC drain which was flowing besides the industry and that the Respondent No.8 was not responsible as the water coming to the drain was of the entire GIDC area located at Sachin GIDC. The unit is located on a slight elevation and on account of that, during the rains the water level rises in the industrial area and hence a flexible pipe was fitted for the rainwater to drain out. The drums were also stored in an open space and which contained the raw material and there was no acidic trace in the said drums.
- 12) The Respondent No.1 on 23.07.2019 issued an order of closure and directed the Respondent No.8 to pay Rs. 5,00,000/- (Rupees Five

Lakhs Only) being the compensation for damage to the environment. Hereto annexed and marked herewith as **ANNEXURE R-5** is the copy of the order dated 23.07.2019 of the Respondent No.1. The Respondent No. 8 vide its undertaking dated 31.01.2020 submitted an amount of Rs. 5,00,000/- (Rupees Five Lakhs Only) on 11.11.2019 the Respondent No.1 caused a visit the premises and has also observed that the Respondent No. 8 was not in operation and that it had dismantled all its unit operation and process machineries, except the civil structure. The Respondent craves leave to refer to and rely upon the said visit note.

- 13) The Applicant thereafter filed the present application before this Hon'ble Tribunal and that this Hon'ble Tribunal vide its order dated 05.08.2020 directed the Respondent No.1 to conduct an inspection and file its report before this Hon'ble Tribunal Hereto annexed and marked herewith as **ANNEXURE R-6** is the copy of the order passed by this Hon'ble Tribunal dated 05.08.2020.
- 14) Accordingly, the Respondent No.1 during its visit on 20.08.2020 observed that, the industry was closed permanently and that the machinery was dismantled including boiler and its ancillary facilities, which was submitted to this Hon'ble Tribunal by causing visit to the premises.

- 15) It is submitted that, the production started on 15.06.2015 and the activity continued only for a period of 30 days. The Respondent No.1 issued 3 closure orders and that the industry was in operation only for a period of 49 months i.e. 1470 days approximately and that the reports stated 2186 days is totally incorrect and not admitted by this Respondent. The Respondent was required to close the unit as it couldn't manufacture the product and could not sell the same in the market and hence the machinery was getting rusty and hence the Respondent No. 8 was compelled to shut down the industry.

PARA WISE REPLY

- 16) With respect to paragraph no's. 1 and 2, the Respondent No. 8 does not wish to offer any comments thereto.
- 17) With respect to paragraph no.3, the same are incorrect and denied by this Respondent. The allegation of violation of the environment on the part of the Respondent No.8 is a put up story of the Applicant and the Applicant is in the habit of blackmailing and extorting money from various industries in Sachin GIDC and had also threatened the present Respondent and wherein this

Respondent did not pay any heed. The Applicant has proceeded to file the present application.

- 18) With respect to paragraph no. 4.1, the Respondent No.8 does not wish to offer any comments thereto.
- 19) With respect to paragraph nos. 4.2 to 4.9, the contents therein are denied and not admitted by the Respondent No.8.
- 20) With respect to paragraph no. 4.10 to 4.13, the same are denied and not admitted by the Respondent. The Respondent has already given an explanation that, the Respondent did not operate at the site and that the material was never acidic in nature.
- 21) The Respondent No.8 has already paid an environmental compensation of Rs.5,00,000 (Rupees Five Lakh Only) as demanded by the Respondent No.1. The Applicant has not challenged the order recovering compensation from the present Respondent, and that by filing of the present Original Application, the Applicant is trying to seek a relief indirectly from this Hon'ble Tribunal which it cannot seek directly. The said action is thus impermissible in law and therefore the present application needs to be rejected with exemplary cost.
- 22) The Respondent No.8 further submits that the Respondent No.1 has vide its report submitted before this Hon'ble Tribunal has come to

the conclusion that the Respondent No.8 is liable to pay an environmental compensation amounting to Rs.2,73,25,000/-. The justification given by the GPCB is totally baseless and vague. The Respondent No.1 has not provided an opportunity to the Respondent No.8 to make a submission before arriving at this erroneous figure. The Respondent No.1 themselves had taken action and encashed the Bank Guarantee and in their various visit notes have recorded that the Respondent No.8 was closed. The Respondent No.1 has further proceeded and encashed the Bank Guarantee of Rs.2,00,000/- on 27th September 2021. The said action on the part of the Respondent No.1 is unilateral and without giving any opportunity to the Respondent No.8. Copy of the said letter dated 27th September 2021 is annexed hereto and marked a **ANNEXURE – R-7**. The Respondent No.8 is herewith annexing the list of dates and events for convenience of the Hon'ble Tribunal to highlight the exact dates of functioning.

PUNE
DATE 26/10/2021



ADVOCATE FOR RESPONDENT NO.8

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNALWESTERN ZONE BENCH, PUNE AT PUNE

ORIGINAL APPLICATION NO.32 OF 2020(WZ)

BETWEEN:**Kantha Vibhag Yuva Samaj Parivartan Trust****APPLICANTS**

VERSUS

**Gujarat Pollution Control Board
& Others.****RESPONDENTS**AFFIDAVIT IN SUPPORT

I, Saileshbhai S/o Parashbhai age 44 the proprietor of Respondent No.8, resident of Bardoli, dist: SURAT hereinabove, do hereby state on the solemn affirmation that: -

1. I say that I am the proprietor of the Respondent No.8 I am duly authorized to file the present Affidavit. I am aware of the facts and circumstances of the present case and hence I am able to depose the same on oath.
2. That the Respondent Nos.8 to 10 are filing the reply to the present Original Application. The facts and circumstances are well set out in the main body of the Reply. The Respondent Nos.8 to 10 adopts, confirms, maintains, repeats and reiterates whatever has been stated in the main body of the Reply to the Original Application and for the sake of brevity, convenience, and in order to avoid repetition, craves leave of this Hon'ble Tribunal to treat the statements, averments and submissions in the main body of the Reply as part and parcel of this Affidavit as if the same are reproduced herein ad-seriatim, with a view to avoid repetition and for the sake of brevity.
3. I say that whatever stated in the Reply and the present Affidavit is true and correct to the best of my knowledge, information and belief and the legal advice, which I believe to be true.

GOVT. OF INDIA
04/12/2021

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Solemnly affirmed at 21 on this 09 day of September 2021

Shri. P. Shah

Affiant

GOVERNMENT OF INDIA
DI. SURAT (GUJARAT)
REG. NO. 1215/16



NOTARY
M.D. MANSURI
BARDOLI
DI. SURAT (GUJARAT)
REG. NO. 1215/16
EXP. DATE 04/12/2021

NOTARY
M.D. MANSURI
BARDOLI
DI. SURAT (GUJARAT)
REG. NO. 1215/16
EXP. DATE 04/12/2021

NOTARY
M.D. MANSURI
BARDOLI
DI. SURAT (GUJARAT)
REG. NO. 1215/16
EXP. DATE 04/12/2021

SIGNED BEFORE ME

Minhas

MINHAZ D. MANSURI
NOTARY
GOVERNMENT OF INDIA
1ST FLOOR, JANTA SEWA COMPLEX,
GANDHI ROAD, BARDOLI.
DIST.: SURAT MO.: 98 98 66 10 11

Serial No. 13411 of 2021
Date 21 SEP 2021



ANNEXURE R-1**GUJARAT POLLUTION CONTROL BOARD**

ISO-9001-2008 & ISO-14001-20040 Certified Organization
338, Belgium Square, Typical First Floor, Silver Plaza Complex
Opp. Linear Bus Stand, Ring Road, Surat-395003.

Phone : 2442696 Fax : 2429733

Website : www.gpcb.gov.in xgn website : <http://gpcb.xgn.gov.in>

E-mail : vigil.surat@gmail.com

To,
Paras Enterprise
Plot No 447, Road No. 4,
GIDC, Sachin, Surat

Subject : Visit of your unit by the board on Dt. 19/04/2014

The following points have been taken into consideration while visiting your unit today.

1. Do not start plant-production without prior permission of the Board and obtain online permission.

It is said that the above matters have been reported to the head office here as well as in Gandhinagar in day-7. Failure to take action in this regard will result in legal action being taken by the Board.

Sd/- Illegible
Ghanshyambhai Deshukh
Plant In-charge

Sd/- Illegible
(G. V. Patel)

Acceptor's name, designation and signature

Copy sent to: Member Secretary, Gujarat Pollution Control Board
Office, Gandhinagar



ANNEXURE R-2

GUJARAT POLLUTION CONTROL BOARD
ISO-9001-2008 & ISO-14001-20040 Certified Organization
338, Belgium Square, Typical First Floor, Silver Plaza Complex
Opp. Linear Bus Stand, Ring Road, Surat-395003.
Phone : 2442696 Fax : 2429733
Website : www.gpcb.gov.in xgn website : <http://gpcb.xgn.gov.in>
E-mail : vigil.surat@gmail.com

To,
Paras Enterprise
Sachin.

Subject : Visit of your unit by the board on Dt. 31-5-2015.

The following points have been taken into consideration while visiting your unit today.

- To make a display board at the main gate of the unit showing the details of the unit as per the order of the Supreme Court.
2. Do not start production without prior permission of the Board.

It is said that the above matters have been reported to the head office here as well as in Gandhinagar in day-7. Failure to take action in this regard will result in legal action being taken by the Board.

Sd/- Illegible

Sd/- Illegible

Jignasa Ojha

M.M.

S.V.M.

(S.V.M.)

Acceptor's name, designation and signature

Sd/- Suryamalsingh

Suryamalsingh (Security)

Copy sent to: Member Secretary, Gujarat Pollution Corporation
Board Office, Gandhinagar



ANNEXURE R-3

अहस्तान्तरणीय Not Transferable

मीयादी जमा रसीद

Term Deposit Receipt

Received with thanks from


कार्पोरेशन बैंक
Corporation Bank

सार्वजनिक क्षेत्र का अग्रणी बैंक A Premier Public Sector Bank

Branch: BARDOLI

KSHEMANIDHI CASH CERTIFICATE

खाता सं./ Account No.

KCC/01/151427

संख्या दें) 023170

(Quote this number for reference)

1. M/S PARAS ENTERPRISE PLOT NO 447 ROAD NO 4, GIDC SACHIN DIST SURAT 394635, a sum of Rs.25,000.00 [Rupees Twenty Five Thousand Only] as a deposit for 12 months with interest at the rate of 8.15- percent per annum.

परिपक्वता मूल्य अनंतिम है तथा कराधान विधि के अधीन
 Maturity Value is provisional and subject to provisions of taxation laws.

से सधन्यवाद प्राप्त

जारी करने की तारीख Date of Issue	प्रभावी होने की तारीख Effective Date	परिपक्वता की तारीख Maturity Date	परिपक्वता मूल्य Maturity Value	नामांकन पंजीकरण सं. Nomination Regn. No.
24/07/2015	24/07/2015	24/07/2016	Rs.27,101.00 Ps.	*****

 को प्रतिये **PROPRIETOR**
 Repayable to

 विशेष अनुदेश
 Special Instructions

 यदि नाबालिग हो तो, जन्म तिथि
 If Minor, Date of Birth.....

234618

MT/03/15

कार्पोरेशन कार्यालय : मंगलादेवी मंदिर मार्ग, पो.ब.सं.88, मंगलूर-575 001, भारत. Corporate Office : Mangaladevi Temple Road, P.B. No. 88, Mangalore - 575 001, India

 अधिकृत हस्ताक्षरकर्ता
 Authorised Signatory

 अधिकृत हस्ताक्षरकर्ता
 Authorised Signatory


ANNEXURE R-4

6th in 168



GPCB

GUJARAT POLLUTION CONTROL BOARD

PARYAVARAN BHAVAN

Sector-10-A, Gandhinagar-382 010

Phone : (079) 23226295

Fax : (079) 23232156

Website : www.gpcb.gov.in

"CONSENT TO ESTABLISH" (CTE-72798)

BY R.P.A.D.

NO. : GPCB/ CTE-SRT-2983/ID-44514 / 329399

Date: 7/10/2015

To,
M/s Paras Enterprise
Plot No.: 447, Road No. 4,
Schin-395197, Tal.: Chorasi,
Dist: Surat.

Sub: Consent to Establish (NOC) under Section 25 of Water Act 1974 and Section 21 of Air Act 1981

Ref: Your application No.: 93750, received through XGN date: 04/05/2015

Sir,

Without prejudice to the powers of this Board under the Water (Prevention and Control of Pollution) Act-1974, the Air Act-1981 and the Environment (Protection) Act-1986 and without reducing your responsibilities under the said Acts in any way, this is to inform you that this Board grants **Consent to Establish** for setting up of an industrial plant/activities at Plot No.: 447, Road No. 4, Schin-395197, Tal.: Chorasi, Dist: Surat for the manufacturing of the following items:

Sr. No.	Product	Total
1)	Polyester Resin	79 MT/Month

SUBJECT TO THE FOLLOWING CONDITIONS: -

1. The validity of this order will be up to five years i.e. 03/05/2020
2. Unit shall maintain Zero Liquid Discharge.
3. You shall not start any activity without Environmental Clearance.

CONDITIONS UNDER WATER ACT 1974:

1. The quantity of the industrial effluent to be generated and discharge from the manufacturing process and other ancillary industrial operations shall be Nil.
2. The quantity of domestic waste water shall not exceed 1 KL/Day.
3. The quantity of water to be used for the mfg. Process and other ancillary industrial operation shall not exceed 5 KL/Day.

1

Clean Gujarat Green Gujarat

CONDITIONS UNDER AIR ACT 1981:

4. The following shall be used as fuel.

Sr. No.	Fuel	Utility	Quantity
1)	LDO	Thermo pack (800 U)	35 Lit/day
2)	Diesel	D.G. Set (35 KVA)	30 Lit/day

5. The applicant shall install & operate air pollution control system in order to achieve norms prescribed below.
6. The flue gas emission through Thermo pack & D.G. Sets stack shall conform to the following standards, respectively:

Stack No.	Stack attached to	Stack height	APCM	Parameter	Permissible Limit
1.	Thermo pack (800 U)	30 m	Bag Filter	Particulate matter	150 mg/NM ³
				SO ₂	100ppm
				NO _x	50ppm
2.	D.G. Set (35 KVA)	11 m	--	Particulate matter	150 mg/NM ³
				SO ₂	100ppm
				NO _x	50ppm

7. There shall be no process emission from the manufacturing process as well as any other ancillary process.
8. Stack monitoring facilities like port hole, platform/ladder etc., shall be provided with stacks/vents chimney in order to facilitate sampling of gases being emitted into the atmosphere.
9. Ambient air quality within the premises of the industry shall conform to the following standards:-

PARAMETER	PERMISSIBLE LIMIT
Particulate matter ₁₀	100 Microgram Per cubic meter
PM _{2.5}	60 Microgram Per cubic meter
Oxides of Sulphur	80 Microgram Per cubic meter
Oxides of Nitrogen	80 Microgram Per cubic meter

10. All measures for the control of environmental pollution shall be provided before commencing production.

CONDITIONS UNDER HAZARDOUS WASTE :

11. Applicant shall have to comply with provisions of Hazardous Waste (Management & Handling & Trans boundary Movement) Rules-2008 as amended from time to time.
 - 11.1 The applicant shall obtain membership of common TSDF site for disposal of Haz. Waste as categorized in Hazardous Waste (Management & Handling & Trans boundary Movement) Rules-2008 as amended from time to time.
 - 11.2 The applicant shall obtain membership of common Haz. Waste incinerator for disposal of incinerable waste.
 - 11.3 The applicant shall provide temporary storage facilities for each type of Haz. Waste as per Hazardous Waste (Management & Handling & Trans boundary Movement) Rules-2008 as amended from time to time.

GENERAL CONDITION:

12. Adequate plantation shall be carried out all along the periphery of the industrial premises in such a way that the density of plantation is atleast 1000 trees per acre of land and a green belt of 3 meters width is developed.
13. The applicant shall have to submit the returns in prescribed form regarding water consumption and shall have to make payment of water cess to the Board under the Water Cess Act- 1977.
14. In case of change of ownership/management the name and address of the new owners /partners/ directors/ proprietor should immediately be intimated to the Board.
15. The applicant shall however, not without the prior consent of the Board bring into use any new or altered outlet for the discharge of effluent or gaseous emission or sewage waste from the proposed industrial plant. The applicant is required to make applications to this Board for this purpose in the prescribed forms under the provisions of the Water Act-1974, the Air Act-1981 and the Environment (Protection) Act-1986.
16. The applicant also comply with the General conditions as per Annexure - I attached herewith (No.1 to 38) (whichever applicable).

17. The concentration of Noise in ambient air within the premises of industrial unit shall not exceed following levels:
- Between 6 A.M. and 10 P.M. : 75 dB(A)
Between 10 P.M. and 6 A.M. : 70 dB(A)
18. Applicant is required to comply with the manufacturing, Storage and Import of Hazardous Chemicals Rules-1989 framed under the Environment (Protection) Act-1986.
19. If it is established by any competent authority that the damage is caused due to their industrial activities to any person or his property .in that case they are obliged to pay the compensation as determined by the competent authority.

For and on behalf of
Gujarat Pollution Control Board


(K.C. Mistry)
Senior Environmental Scientist





GPCB

GUJARAT POLLUTION CONTROL BOARD
PARYAVARAN BHAVAN

Sector-10-A, Gandhinagar 382 010

Phone : (079) 23222425

(079) 23232152

Fax : (079) 23232156

Website : www.gpcb.gov.in

NO.GPCB CTE-SRT-2983/ID:44514 / 514670

Date: 23/7/19 RPAID

To,
M's. Paras Enterprise,
Plot No. 447, Road: 4,
Sachin-395197,
Ta: Chorasi, Dist:- Surat.

Sub: Closure direction order issued under section 33(A) of the Water Act 1974.

Ref: This office order dated: 23/07/2019.

Sir,

With reference to the visit of your unit dated 20/06/2019 Board has observed non compliances with respect to the Water (Prevention and Control of Pollution) Act 1974.

Considering non compliances Board has issued closure direction under section 33 A of Water (Prevention and Control of Pollution) Act 1974 vide letter No GPCB/ CTE-SRT-2983/ID-44514/514670, Date:23/07/2019.

Considering non compliance the Board has decided to impose environment damage compensation and forfeit it with immediate effect.

Therefore, you are directed to pay Rs. 5 lakh through RTGS/NEFT. RTGS details are as following:-

A	Name of Payee	GUJARAT POLLUTION CONTROL BOARD
B	Bank Account Number	10325062238
C	Type of Account	CURRENT
D	Bank	STATE BANK OF INDIA
E	Branch	GANDHINAGAR ZONAL BRANCH
F	Branch Address	SECTOR-10 B, IN FRONT OF NEW SACHIVALAYA, GANDHINAGAR-382010
G	IFSC Code	SBIN0001355

Details regarding action taken in this regard shall be communicated on following mail especially with UT No.

1) ms-gpcb@gujarat.gov.in	2) uh-gpcb-sura@gujarat.gov.in
3) nuh-gpcb-acc4@gujarat.gov.in	4) nuh-gpcb-sura@gujarat.gov.in

Therefore, you are required to submit proof of submission through RTGS/NEFT.
This order is issued after approval of competent authority.

For and on behalf of
Gujarat Pollution Control Board

(Sushil Vegda)

Senior Environmental Engineer

Copy to:-

1) The Chief Account Officer,
Account Section,
Gujarat Pollution Control Board,
Head office, Gandhinagar.

For Information & confirmation for submission of environmental compensation.

Clean Gujarat Green Gujarat

REDMI

ISO-9001:2008

& ISO-14001 - 2004 Certified Organisation



कार्पोरेट बँक
Corporation Bank

NT 201 20 20 20

Date
Branch No
Branch C
Benefic
Name
Bank : c

P

TO GUARANT POLI
WISH CH

Credit
RTGS
NEFT
IMPS
Credit Card
DD
Remitter E
Name: S.H.A.
Account No
Cheque Details.

B



ANNEXURE R-6

Item No. 3 (Pune Bench)

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

(Through Video Conferencing)

Original Application No. 32/2020 (WZ)

Kantha Vibhag Yuva Koli Samaj Applicant(s)

Versus

Gujarat Pollution Control Board & Ors. Respondent(s)

Date of hearing: 05.08.2020

**CORAM: HON'BLE MR. JUSTICE SHEO KUMAR SINGH, JUDICIAL MEMBER
HON'BLE DR. SATYAWAN SINGH GARBYAL, EXPERT MEMBER**

For Applicant(s) : Ms. Shilpa Chohan, Advocate

For Respondent(s) : Mr. G.S. Trivedi, DCEE- for GPCB
Mr. R.R. Panchal, L.O.

ORDER

1. The Applicant is aggrieved by the irreversible damage caused to the fragile coastal ecology of the Mindhola Creek due to illegal dumping of the untreated toxic effluents from a Polyester Resin Plant of R-8/Paras Enterprise and have filed this Original Application under Section 14 and 15 of the National Green Tribunal Act, 2010 against violation of the provisions the Water (Prevention and Control of Pollution) Act, 1974 and Water (Prevention and Control of Pollution) Rules, 1975; The Air (Prevention and Control of Pollution) Act, 1981 and The Air (Prevention and Control of Pollution) Rules, 1982, The Environment (Protection) Act, 1986 and the Environment Impact Assessment Notification, 2006.
2. In addition, violation of Manufacture, Storage and Import of Hazardous Chemicals (MSIHC) Rules, 1989 and amendments thereafter, Hazardous Waste (Management, Handling and

Transboundary Movement) Rules, 2008 by R-8/Paras Enterprise are brought to the notice of the Ld. NGT by way of this Application. The Applicant further submits that the Respondents are in total non compliance with Hon'ble NGTs directions in the Original Application No. 95/2018 (Aryavart Foundation Vs. M/s Vapi Green Enviro Ltd. & Ors.) and the directions issued in the Original Application No. 673/2018 (Suo Motu Case on "More River Stretches are polluted than before") and O.A 727/2018.

3. The OA raises a substantial question of environment namely can a polluting industry or process such as synthetic organic chemical industry be allowed to discharge untreated industrial toxic effluents in the GIDC drain which flows into Mindola Creek/river without valid Consent to Operate (CTO/CCA) and Environment clearance for a period of more than five years with the due knowledge and collusion of the regulatory agencies. On coming to know of these violations in order to cover its acts of omission and commission Gujarat Pollution Control Board (GPCB) (R-1) has misused its powers to impose an arbitrary low 'environment damage compensation' of Rs 5 lakhs without any scientific basis to ensure that the compensation is commensurate with the permanent, irreversible damage caused to the environment and ecology of the Mindhola Creek system. The GPCB/R-1 has permitted R-8 to go scot free after causing water, air, land pollution from operation of the hazardous industry for a period of 5 years with no penal, monetary consequences. There is a need for preparation and implementation of a remediation plan for restoration and restitution of the environment and the cost to be borne by R-8.

4. Issue notice to the respondents. Notice made returnable within four weeks.
5. Applicant is directed to take required step for service to the respondents by both ways, *Dasti* as well as by Registered Post and also send the required documents by available e-mail within three days.
6. Service of notices, summons and pleadings etc. have not been possible during the period of lockdown because this involves visits to post offices, courier companies or physical delivery of notices, summons and pleadings. We, therefore, consider it appropriate to direct that such services of all the above may be effected by e-mail, FAX, commonly used instant messaging services, such as WhatsApp, Telegram, Signal etc.
7. The applicant is directed to provide the mobile WhatsApp no. and e-mail address of all the respondents, if possible and applicants and respondents are directed that at the time of filing the application or reply, the party concerned has to provide WhatsApp no. and e-mail I.D. so that the summons and notices may be served immediately for compliance and for further disposal and proceeding of the case.
8. The respondents are directed to file their reply within six weeks by e-mail at judicial-ngt@gov.in preferably in the form of searchable PDF/ OCR Support PDF and not in the form of Image PDF.
9. We deem it just and proper to constitute a Committee consisting (i) Collector, Surat, (ii) Gujarat Coastal Zone Management Authority and (iii) Representative of Central Pollution Control Board (CPCB)

and to direct them submit a factual and action taken report.

Report be submitted within six weeks.

10. Let a report in the matter be filed by e-mail at judicial-ngt@gov.in preferably in the form of searchable PDF/ OCR Support PDF and not in the form of Image PDF.
11. The applicant is directed to provide copy of the application and all relevant papers to the Committee within a week by post and also by available e-mail.
12. List it on 02.12.2020.

Sheo Kumar Singh, JM

Dr. Satyawan Singh Garbyal, EM

August 05, 2020
Original Application No. 32/2020 (WZ)
MN





GUJARAT POLLUTION CONTROL BOARD

PARYAVARAN BHAVAN

Sector-10-A, Gandhinagar-382 010

Phone : (079) 23226295

Fax : (079) 23232156

Website : www.gpcb.gov.in

BY.R.P.A.D

Sub: Forfeit of Bank Guarantee

M/s. Paras Enterprise, Plot No: 447, Road: 4, GIDC, Sachin-395197, Ta: Chorasi, Dist:- Surat, was issued closure order under section 33A of the Water Act-1974, subsequently the industry has submitted Bank Guarantee No. **IPBG04642000001** of Rs. 2,00,000/- Only valid up to 13/08/2022.

This Bank Guarantee is submitted for due compliance of consent conditions / directions for providing adequate & satisfactory pollution control devices and operation of EMS, to Gujarat Pollution Control Board as required under the provisions of Water (Prevention & Control of Pollution Act, 1974 and / or Environment (Protection) Act, 1974.

It was found mainly that industry is not complying with provisions of Water Act-1974.

Under the circumstances, the Board has decided to forfeit the above mentioned Bank Guarantee submitted by the industrial unit vide letter dated 13/08/2021, Bank Guarantee No **IPBG04642000001** of Rs. 2,00,000/- Only valid up to 13/08/2022 of Union Bank of India, Surat with immediate effect as EDC as per Joint committee report filed to Hon'ble NGT in O.A. No. 32/2020.

This letter is issued with the approval of the competent authority.

For and on behalf of
Gujarat Pollution Control Board


(Smt. S. V. Bhargava)
Unit Head, Surat

NO: GPCB/ CTE-SRT-2983/ID-44514/

Issued to:

The Accounts Officer,

Gujarat Pollution Control Board,

Sector 10-A, Gandhinagar.....

Date: -

Please find attached the original Bank Guarantee, with a request to collect the amount of bank guarantee from the bank and deposit with the Board's account.

Clean Gujarat Green Gujarat
ISO - 9001 - 2008 & ISO - 14001 - 2004 Certified Organisation

Outward No: 601674, 22/08/2021

INDIA NON JUDICIAL
Government of Gujarat



सत्यमेव जयते

Certificate No. : IN-GJ000044000710000

Certificate Issued Date : 15-Jan-2020 12:38 PM

Account Reference : INRACG (SV) 010103004/BARDOLI/GJ-SU

Unique Doc. Reference : SUBIN (G.SU) 110300481380263147231S

Purchased by : SHAILESHHAJ PARASMAL SHAH

Description of Document : Article 5(h) Agreement (not otherwise provided for)

Description : FOR BANK WORK

Consideration Price (Rs.) : 50
(Fifty only)

First Party : SHAILESHHAJ PARASMAL SHAH

Second Party : Not Applicable

Stamp Duty Paid By : SHAILESHHAJ PARASMAL SHAH

Stamp Duty Amount (Rs.) : 50
(Fifty only)



MA 0002568020

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.echostamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
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Outward No: 601674, 2

 **Warning** 

"The contents of this certificate are controlled and authenticated world-wide by any members of the public at www.shieldstamp.com or at any Authorised collection center address displayed at www.shieldstamp.com free of cost."

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Outward No:601674, 22/09/2021

(B 304)

Annex-12

(Vide Para No. 8.5.11)

COVERING LETTER TO BANK GUARANTEE
(To be prepared in-quadruplicate. Original to be printed on Security Paper)

CORPORATION BANK
TO.....~~Branch~~ BRANCH

(Address of the Controlling Office)

The Asst/Deputy/ General Manager

*Zonal Office.....

THE
CORPORATION BANK
ZONAL OFFICE
PERIDOT HUB, 24, URM SOCIETY,
NEAR URM CROSSING,
PRODUCTIVITY ROAD,
AKOTA, VADODARA - 390005

Serial No. 01.....

This covering letter is issued to be annexed to the letter of Guarantee No. IPBG04642000004
dated 16/01/2020 or 15/01/2021 an amount of Rs. 2,00,000/- valid till
15/01/2021 issued by this office under the joint signatures of

- ** (1) Mr. Nitish Chauhan - E22794 - Asst Manager.
- ** (2) Mr. Manoj Sweta Desai - E24971 - Manager

2. Confirmation of this guarantee, if the same is desired, should be obtained from the controlling office named above.

FOR CORPORATION BANK

Signature [Signature]
Name [Name]
Designation Manager

Date: 16/01/2020

Beneficiary's Name & address:

The Member Secretary
Gujarat Pollution Control Board
Paryavaran Bhawan Sector - D/A
Jambhingee - 382010

Head Office: Mangaladevi Temple Road, P.B. No.88, Mangalore - 575001.

- *Full address of the Zonal Office shall be furnished.
- **Full name and designation of the officials signing the Guarantee Agreement be furnished.

Outward No: 601074, 22/09/2021

Outward No:601674, 22/09/2021

Appendix-I

(Vide Para No. 7.2.2 and 11.7.1)

(REVISED MODEL FORMAT OF GUARANTEE BOND)

BG No. IPBG 04642000001
Amount Rs. 2,00,000/-

In consideration of the president of India (hereinafter called "the Government") having agreed to exempt Mr. Shaileshbhai Parameal Shah; Shastri Road
Bardoli - 394602.

(hereinafter called "the said Contractor") from the demand under the terms and conditions of an Agreement dated between

and Gujarat Pollution Control Board, Gandhinagar-382010
for

(hereinafter called "the said Agreement") of security deposit for the due fulfilment by the said contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank guarantee for Rs. 2,00,000 (Rupees Two Lacs only) only, we, Corporation Bank, Branch (herein after referred to as "the Bank") at the request of Mr. Shaileshbhai Parameal Shah (contractor/s) do hereby undertake, if demanded in writing in terms hereof before the expiry of the guarantee, to pay to the Government an amount not exceeding Rs against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We, Corporation Bank, Bardoli Branch do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand, which has to be served on us before the expiry of this guarantee, the time being the essence of this contract, from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on us within the time stipulated above shall be conclusive as regards the amount due and payable by us under this guarantee.

However, our liability under this guarantee shall be restricted to an amount not exceeding Rs 2,00,000/- (Rupees Two Lacs Rupees only)

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under these presents being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

FOR CORPORATION BANK

[Signature]
Officer
Bardoli Br.

FOR CORPORATION BANK

[Signature]
Officer
Bardoli Br.

MANAGER

Copy No: 6051

4. We, Corporation Bank, Branch further agree that, if demand, as stated above, is made on us within the stipulated period, the guarantee herein contained shall remain in full force and effect and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Office/Department/Ministry of Gujarat Pollution Control Board certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. **Provided, however, serving of a written claim/demand in terms hereof on us for payment under this guarantee on or before the stipulated period, time being the essence of contract, shall be a condition precedent for accrual of our liability/ your rights under this guarantee.**

5. We, Corporation Bank, Branch Bardoli further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/ supplier(s).

7. We, Corporation Bank, Branch Bardoli lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Notwithstanding anything contained herein above

- i) Our liability under this guarantee shall not exceed Rs. 2,00,000/- (Rupees Two Lakhs Rupees only)
- ii) This Bank Guarantee shall be valid upto and including ; and
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.

Dated the 16th day of January 2020

Signature / CORPORATION

Office

For Corporation Bank
જા. બંધારણ બેંક
FOR CORPORATION BANK

Signature
MANAGER

3371

kashyap Chambers, Near Mudit palace
Station Road, Bardoli 394601, Gujarat.
Phone: 02622-222234 , Email: cb0464@corpbank.co.in

To
The Member Secretary
Gujrat Pollution control Board
Paryavaran Bhavan
Sector 10/A
Gandhinagar 382010

Date-13/08/21

Subject- Renewal/ Extension of Bank Guarantee no IPBG04642000001 for the period of One Year of RS 200000/- (Two Lacs only)

Dear Sir

At the request of PARAS ENTERPRISE Shailesh Parasmal Shah. We hereby extend the validity period of above mentioned bank guarantee for further period of one Year upto 13/08/2022

- 1) Our Liability under this Bank Guarantee shall not exceed 200000/- (Two Lacs Only)
- 2) This Bank Guarantee shall be valid up to 13/08/2022
- 3) We are liable to pay the guarantee amount or any part of under this guarantee upon and demand or claim by owner on or before 13/08/2022.
- 4) These documents are originally signed by the concerned person.

कृते यूनियन बैंक ऑफ इंडिया
For UNION BANK OF INDIA
Branch manager
मेनेजर / Manager
Bardoli Branch



Outward No: 601674, 22/09/2021

Sr. no.	Details	Dates	Remarks
1	Production Started	15/06/2015	30 days approximate in production.
2	Closure issued	13/07/2015	Industry was closed.
3	Closure Revoked	12/08/2015	Industry was closed.
4	Production Started	30/08/2015	
5	Closure was issued	23/07/2019	Industry was closed. From 30/08/2015 to closure date i.e. 23/07/2019 the industry was in operation for 49 months i.e 1470 days approx by us. 2136 days stated by them.

Points to be discussed

Sr.no.	Details	Date	Remarks
1	Rent agreement	18/06/2012	Copy attached
2	Construction started	30/06/2012	
3	Construction Finished	30/06/2013	
4	Machinery Bills		All bills attached
	Boiler	12/08/2013	
	Column	07/09/2014	
	Chimney	09/09/2014	
	Receiver	09/09/2014	
	Reactor	02/10/2014	
	Condensor	03/10/2014	
	S.S Tray	04/10/2014	
5	Erection Completed	28/02/2015	Certificate Attached
6	Date of Production Start	16/01/2015	As per District Industry Centre Surat, registration certificate states that the start date of production is tentative 30/12/2014. Copy attached ✓
6.1.	Actual Production Date	05/06/2015	
7	1 st GPCB Inspection	19/05/2014	<p>JC Report:- The industry was inspected under routine surveillance inspection and observed that the industry was operational without obtaining CTE and EC and no action was taken by GPCB against the industry.</p> <p>GPCB report:-As per the copy received by PARAS from GPCB states that without boards permission the plant should not be operated and to obtain EC and NOC before starting production.</p> <p>Paras:- That means Committee report was false And unit was not in operation .</p> <p>Copy attached</p>
8	Applied for EC	21/08/2014	
9	Applied For CTE	04/05/2015	
10	2 nd GPCB Inspection	31/05/2015	<p>GPCB Report:- 1. Put display board on Main gate as per Supreme court orders. 2. Do not start production without permission.</p> <p>Paras:- That means unit was not in operation.</p>

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11	3 rd GPCB Inspection	13/07/2015	<p>Issued Closure notice Due to production was started without CTE and EC.</p> <p>JC Report:- The industry has started manufacturing w.e.f 06/02/2014 without obtaining CTE,CTO and EC. Also during inspection industry was not in operation. Hence, performance evaluation of emission control system could not be carried out and accordingly consideration for grant of CTE application could not be processed by GPCB.</p> <p>Paras:- The production was not started on 06/02/2014,their assumption is false.</p> <p>Copy attached</p>
12	Submission of Bank Guarantee	24/07/2015	<p>Bank Guarantee of Rs. 25,000.</p> <p>Copy attached</p>
13	4 th GPCB Inspection	29/07/2015	<p>GPCB Report:- Industry was not in operation.</p> <p>Copy attached.</p>
14	5 th GPCB Inspection	01/08/2015	<p>Industry was closed so that they rejected to grant CTE.</p>
15	Revocation Of Closure	12/08/2015	<p>JC and GPCB report:- The industry was inspected and observed that industry was not in operation and had applied for CTE on 04/05/2015 and EC on 21/08/2014.</p> <p>Revocation of Closure direction by GPCB and also issued CTE to the industry on 07/10/2015 which is valid upto 03/05/2020.</p>
16	6 th GPCB Inspection	07/10/2015	<p>Industry was in operation and CTE was granted.</p>
17	Notice was issued for presentation of EC but we could not solve the query	22/6/2016	<p>Copy attached</p>
18	7 th GPCB Inspection	09/07/2019	<p>GPCB Report:-A.Operating your unit without consent. B.Not provided any treatment facility for waste</p>

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			<p>water.C.Rainwater contaminated from the drums filled with Raw materials and waste was flowing outside the premises.D.Acidity waste water traces near cooling tower was observed.E. Underground hosepipe was found in premises leading to outside GIDC surface drain.It shows that the unit had illegally discharged acidic waste water into GIDC surface drain in night period.</p> <p>Paras:- A. Sample was taken from open common GIDC drain flowing beside the industry. B. Flexible pipe was for rain water drain. C. Drums in which raw material was stored in Open Space was not acidic in nature.Surface drain shows that the unit had illegally discharged acidic waste water into GIDC surface drain in night period was a assumption and waste water discharged was re-usable .</p>
19	Closure was issued	23/07/2019	<p>GPCB report same as above and directed to close the unit and to cut power and water supply to competent authority.With reference to visit the board has decided to impose Environment damage compensation and directed to pay Rs 5 lakhs as compensation vide letter dated 23/07/2019.</p>
20	GPCB notice	19/10/2019	<p>GPCB also served legal notice on 19/10/2019 to show cause within 15 days from the receipt of legal notice.</p>
21	Bank Guarantee	04/12/2019	<p>In reference with the closure issued on 23/07/2019 as a part of compliance you are required to submit of Rs 2 lakh having validity upto 31/12/2020 within seven days to enable board to take further action for revocation.</p>
22	Bank Guarantee issued	16/01/2020	<p>Bank Guarantee of Rs 2 lakhs issued by Paras Enterprise on 16/01/2020 valid till 15/01/2021</p>
23	Revocation of closure	31/01/2020	<p>Based on the Undertaking and action taken reply including deposition of Environmental Damage cost of Rs 5 lakhs by the industry on 11/11/2019 to GPCB, the industry was inspected and observed that the industry was not in operation and electricity and water supply was disconnected. The industry has dismantled its all unit operation and process machinaries except civil</p>

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24	8 th Inspection by JC	20/08/2020	structure. Industry was inspected vide NGT matter and observed that the industry was closed permanently and the machinery was dismantled including boiler and its ancilliary facilities.
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