

N.D.H.:17.02.2025

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

ORIGINAL APPLICATION NO. 582 OF 2024

IN THE MATTER OF:

RAKESH KUMAR

..... APPLICANT

VERSUS

UNION OF INDIA & OTHERS

... RESPONDENTS

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Place: New Delhi

Date: 14.02.2025

Filed by:-



(GAURAV AGARWAL)

Advocate for Respondent No. 24

GRV LEGAL
Advocates and Legal Consultants
O-703, Aditya Mega City,
Vaibhav Khand, Indirapuram,
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REPLY ON BEHALF OF RESPONDENT NO.24-

M/S KARTAR SINGH CONTRACTOR

1. That the present OA is filed by the Applicant seeking a prayer for issuance of directions of the Respondents to convert their units at Hisar, Haryana to PNG/CNG as file instead of the other category of fuel used currently. This Hon'ble Tribunal considering the issue involved in the case directed issuance of notice by order dated 21.05.2024 and connected this mater with OA No. 687 of 2023.
2. That pursuant to the order dated 21.05.2024 the instant OA was listed on 14.08.2024 when this Tribunal considered a report of HSPCB at annexure R-1 of the OA that there are total of 126 units in area and out of which only 8 have converted to PNG/CNG/ Hence, by order date 16.09.2024 this Tribunal directed for impleadment of the said units as the counsel for the Applicant sought directions for the said 118 units to be shifted to PNG/CNG.
3. That subsequent to the said impleadment of Respondent at serial no. 24,said answering Respondent by order dated 26.11.2024, it was granted time to file their reply. Hence, the following reply is filed herein as under.

4. That the answering Respondent is a government contractor and undertakes projects to construct roads in Haryana. As per the terms of tender the answering Respondent is qualified to apply only on condition that the bidder is in possession of working batch type hot mix plant on the date of tender and should be within 50 kms of the road put to tender and in case it is not within 50 kms of radial distance an unconditional bank guarantee is to be of Rs. 1 cr to be provided and will be released only when the plant is installed within the 50 kms radial distance. In case of failure the said bank guarantee stands forfeited. A true copy of the relevant part of the conditions of tender providing Instructions/ Special Qualification Requirements dated nil is ANNEXURE A-1

5. That, therefore, projects undertaken by the answering Respondent is only in nearby areas as for the type of work the he is engaged in, it is not reasonable or appropriate for him to undertake construction projects at a faraway distance. Therefore, for the said reason, it is required that the type of fuel required for its operation should be such which is portable in nature. The fuel suggested by the Applicant, i.e., Piped Natural Gas (PNG) is of a nature which would not be possible for the answering Respondent to utilize in their operation as the plant herein is required to keep shifting as per the tender and re-install accordingly and the fuel source which is required for it's operation should be of such a nature which can be carried along, making the complete operation mobile. The present plant was installed by the answering Respondent after April 2022 taking land on lease for two years. A true copy of the agreement of lease dated 08.11.2021 is ANNEXURE A-2

6. That it is submitted that in the area from where the Hot Mix Plant of the answering Respondent functions, there is no PNG/CNG line within a radius of 35 Km. So naturally, it becomes unreasonable for the answering Respondent to acquire the PNG/CNG as its fuel source. It also becomes pertinent to mention that as per the instructions of the Public Works Department, radial distance of 50 Km shall be measured from the centre of the starting and ending point of road work put to tender. Thus, the plant is not constant on any location for long.
7. That the answering Respondent is well versed with the legal and environmental compliances which are required to be fulfilled for engaging in the said industry. The answering Respondent obtained Consent to Establish (CTE) on 22.10.2020 which has a validity up till 21.10.2025. That pursuant to establishment the answering Respondent also obtained Consent to Operate (CTO) with effect from 15.12.2021 with a validity up till 31.03.2026. A copy of the Consent to Operate (CTO) dated 15.12.2021 is **ANNEXURE R-3**.
8. That as per Consent to Operate (CTO) of the answering Respondent, it is allowed to use as fuel High Speed Diesel (HSD) / Light Diesel Oil (LDO) and not coal as stated in the said Original Application. The answering Respondent has not been utilizing any fuel type in contravention to the CTO.
9. That in case of Babubhai Ramubhai Saini v. CPCB this Tribunal has directed for closure of the coal gasifiers industries and units operating with help of coal. The Supreme Court in case of Aditya Dubey (minor) directed to switching the units to PNG or cleaner fuels other than coal. Even other directions and order pertains to the

closure of units operating on coal or shifting from coal to cleaner fuel. However, the Respondent herein is not utilizing coal as fuel and due to the nature of the operation carried out it is not feasible to shift to PNG, hence, it is operating on HDL/LDO as permitted by CTO.

10. That apart from the aforesaid the Hot Mix Plant is generally operated for only 3-4 months in a year as in the colder weather and rainy season weather it is not feasible to operate the plant. The allegation against the answering Respondent to be contributing to rising air pollution during the winter season is incorrect. As the mix prepared for road construction get cool very fast during the winters, the plant is generally not in operation at all. Also, the said plant is installed out of the National Capital Region and is installed at least 1 Km from village habitation. All the said facts make it abundantly clear that the Plant in question is not functioning in violation of the environmental norms and is well within the benchmarks of the permissions it has so far acquired in accordance with the law established.
11. That it is lastly submitted that the answering Respondent has always complied and followed each and every rule and law scrupulously. However, the answering Respondent states that in the event any further direction, if any is passed by this Tribunal, the answering Respondent shall be obliged to follow the same as well. It is lastly submitted that considering the fact of compliance by the answering Respondent and the fact that the answering Respondent is a source of livelihood to huge section of society who are directly and indirectly engaged with the answering Respondent, this

Tribunal may be pleased to dismiss the O.A. with heavy cost to the Applicant.

Kartar Singh
Proprietor, Kartar Singh Contractors,
Respondent

Through


(GAURAV AGARWAL)
Advocate for Respondent No. 24

GRV LEGAL
Advocates and Legal Consultants
O-703, Aditya Mega City,
Vaibhav Khand, Indirapuram,
Ghaziabad, U.P NCR- 201014
Mob- 8802911392
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AFFIDAVIT

I, KARTAR SINGH, aged about 81 years, S/o Shri Suraj Mal, R/o House No. 74-E, Street No.11, Jawahar Nagar, Hisar, Haryana-125001, do hereby state on solemn affirmation as under:

1. That the deponent is the Proprietor of the answering Respondent in the present Original Application as such I am well conversant with the facts and circumstances of the present case and hence, competent to swear this affidavit.
2. That I have gone through the accompanying Reply from para 1 to 11 and day that the contents thereof are true and correct to the best of my knowledge and belief and I believe the same to be true.
3. That the Annexures R-1 and R-2 to the reply are true copy of the documents.

Solemnly affirmed on this 10TH day of February, 2025 at Hisar, Haryana.

hw
DEPONENT



VERIFICATION

Verified at Hisar, Haryana on this 10TH day of February, 2025 that the contents of my above affidavit are true and correct to my knowledge and no part of it is false and nothing material has been concealed therefrom.

ATTESTED

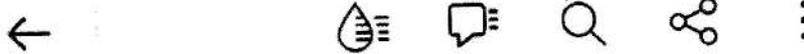
hw
DEPONENT

10 FEB 2025

NOTARY, HISAR

43409 ⁷ 28/01/20
 Set No. 1207 of 31/12/2019 Cont.
 Dec. 1
 Title: Set No.

Amit Kumar (State) Jodhpur
 District Court, H.S.R.



DNIT Name : Special Repair/Improvement ...

Haryana Engineering Works Portal

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Public Works Department

39. Instructions / Special Qualification Requirements (If any)**Instructions/ Special Qualification Requirements for Road Works****(i) (For works of any value involving bituminous work of DBM and /or BC irrespective of amount of work)**

Each bidder must demonstrate (Submit proof) of the ownership of Batch Type Hot Mix Plant for the bids of the works where there is a provision of Batch Type Hot Mix Plant in the BOQ. The Batch Type Hot Mix Plant should be in possession of the bidder on the date of the tender **and should be in workable condition**. The Batch Type Hot Mix Plant should be within a radial distance of 50 kms. This 50 kms distance shall be measured from the center of the starting and ending point of road work put to tender. The bidder shall submit a key-map showing the distance of location of Batch Type Hot Mix Plant to the center of starting and ending point of the road work put to tender.

In case the agency does not possess the Batch Type Hot Mix Plant within a radial distance of 50 kms then the agency shall furnish unconditional Bank Guarantee of Rs. 1.00 Cr. which shall be released after the installation of Batch Type Hot Mix Plant within a radial distance of 50 kms. In case the bidder does not install Batch Type Hot Mix Plant within a radial distance of 50 kms. when the plant is required for execution of work, the Bank Guarantee shall be forfeited. **(For composite works upto Rs. 5.00 Crore with provision of bituminous works of BM and / or PC only).**

Each bidder must demonstrate (Submit proof) of the ownership of Drum Type / Batch Type Hot Mix Plant for the bids of the works where there is a provision of Drum Type Hot Mix Plant in the BOQ. The Drum Type / Batch Type Hot Mix Plant **(in workable condition)** should be in possession of the bidder on the date of tender and the bidder shall submit proof of ownership of Drum Type / Batch Type Hot Mix Plant. The Drum Type / Batch Type Hot Mix Plant should be within a radial distance of 50 kms. This 50 kms distance shall be measured from the center of the starting and ending point of road work put to tender. The bidder shall submit a key-map showing the distance of location of Drum Type / Batch Type Hot Mix Plant to the center of starting and ending point of the road work put to tender.

In case the agency does not possess the Drum Type / Batch Type Hot Mix Plant within a radial distance of 50 kms, then the agency shall furnish unconditional Bank Guarantee of Rs. 25.00 Lacs which shall be released after the installation of Drum Type / Batch Type Hot Mix Plant within a radial distance of 50 kms as stated above.

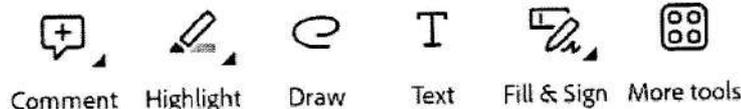
In case the bidder does not install Drum Type / Batch Type Hot Mix Plant within a radial distance of 50 kms, when the plant is required for execution of work, the Bank Guarantee shall be forfeited.

The Drum Type / Batch Type Hot Mix Plant should have suitable arrangements for mixing RAP.

(ii) Each bidder must demonstrate (Submit proof) the availability (either owned or leased) of concrete batches plant and fixed form concrete paver where the work involves cement concrete pavement costing less than Rs. 5.00 Crores and slip form paver where the work involves cement concrete pavement costing Rs. 5.00 Crores and above.

(iii) Non submission of any of the above as required shall amount to declaration of tender as non responsive.

Further, for execution of road works we may add following conditions in technical specifications of works/ follow these conditions and prepare DNIT accordingly.



Non Judicial

**Indian-Non Judicial Stamp
Haryana Government**

Date: 30/10/2021

Certificate No. H0302021J341

GRN No. 83697635

Stamp Duty Paid : ₹ 101
(Rs. Only)

Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Vikas vinod sh sh miya singh
H.No/Floor: X Sector/Ward: X LandMark: X
City/Village: Gyanpura District: Hisar State: Haryana
Phone: 98*****95

Buyer / Second Party Detail

Name: Kartar singh contractor
H.No/Floor: X Sector/Ward: X LandMark: X
City/Village: Hisar District: Hisar State: Haryana
Phone: 98*****95

Purpose: AGREEMENT

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

AGREEMENT

This Agreement is being considered as anirrevocable agreement. This agreement is executed at Hisar on 08th November, 2021 between 1- Vikas son of Mia Singh 2- Vinod sons of Sh. Mia Singh, resident of **Village Gianpura, P.O. Kharak Poonia, District Hisar - 125121** (hereinafter to be called as the **Land Owner**) and **Kartar Singh Son of Shri Suraj Mal, Proprietor of Kartar Singh Contractor, resident of H.No. 74E/11, Jawahar Nagar, Hisar** (hereinafter to be called as the **Contractor**).

The terms and conditions of this lease agreement are as under :-

1. The details of land provided for lease by land owner to contractor under this agreement is as follows:-
 - a. Murabba No. 57 Killa Nos. 18 (8 Kanal 0 Marla);
 - b. Muraba No. 57, Killa No. 22 (8 Kanal 0 Marla);
 - c. Muraba No. 57, Killa No. 23 (8 Kanal 0 Marla);
 - d. Muraba No. 57, Killa No. 17 (8 Kanal 0 Malra)

Contd. Page 2.....

-2-

2. The contractor is free to use the said land for installation/use/running of Asphalt Drum/Batch Mix Plant or any other plant as per his requirements or storage or any type of material. The land owner has no right to control/ interfere in the operations of this land by the contractor.
3. That the contractor is free to build required structures on this land as per his requirements.
4. The lease amount for the entire land under this agreement is INR 4,46,500 (Rs. Four Lacs fourty six thousand five hundred only) for two years from 29.04.2022 to ending 28-04-2024.

The conditions of payment of lease amount by the contractor to land owner are as under

- (a) The payment can be made by cheque/demand draft or by any electronic transfer i.e. NEFT/RTGS or account transfer on stipulated date.
- (b) The payment for the two years is paid as single amount i.e. INR 4,46,500/- on 08.11.2021 through Cheques/RTGS/NEFT/account Transfer by Shri Kartar Singh to above Shri Vikas and Vinod in joint account with bank.
- (c) If the contractor wants to continue land lease after expiry of two years i.e. on 28.04.2024 the contractor will have to pay lease amount annually and before the start of next years for which lease is to be extended at the rate of 10% enhansment yearly. Under this condition, the contractor can keep the land on lease for further six years i.e. up to 28th April, 2030 and the land owner does not have any right to cancel or revoke the lease under any circumstances and the contractor can cancel the lease at any time.

Contd. Page 3.....



(d) That the Contractor will hand over the vacant possession of the said land to the land lord after the completion of the rent period.

This agreement is irrevocable and it is binding on the land owner and his successor (s). Hence, agreement powers cannot be revoked, under any contingencies whatsoever, even demise of the land owner. This agreement is made absolutely with mutual consent of the land owner and the contractor, in complete sound state of mind and any lease agreement has not been made to anyone else, before by the land owner and also will not be made hereafter, if so, it will be null & void. Accordantly this Agreement is made at Hisar on 08th Day of November 2021 (Haryana).



WITNESSES:

1. AulK
AulK Kumar
8/08/2021
V.O Chali Bagian
Teh. Adampur, HISAR

2. Satish Mittal
(SATISH MITTAL)
D/O Sh Satya Prakash
Hno 1882 Gali No 6
Jawhar Nagar
HISAR

LAND OWNERS

Vikas Kumar Vinod
1- Vikas 2- Vinod Sons Sh. Mia Singh
R/o Village Gianpura, P.O. Kharak
Poonia District Hisar - 125121

CONTRACTOR:

Kartar Singh
Kartar Singh son of Shri Suraj Mal
Proprietor of Kartar Singh Contractor
Resident of H.No. 74E/11, Jawhar
Nagar, Hisar.

Attested as identified

[Signature]
NOTARY, HISAR

11 NOV 2021

//TRUE COPY//

ANNEXURE R-3

**HARYANA STATE POLLUTION CONTROL
BOARD**

**Bays B-7-8, Near Vishwas Sr.Sec. School, E-II,
Hisar Ph. 01662-250891(O) Email:-
hspcbrohr@gmail.com
E-mail: hspcb@hry.nic.in**

No. HSPCB/Consent/ : 313122321HISCTOA18112219

Dated:15/12/2021

To.

M/s :Kartar Singh Contractor Hot Mix Plant
Village Gianpura, Barwala, Hisar

Subject: Grant of consent to operate to M/s Kartar Singh Contractor Hot Mix Plant.

Please refer to your application no. 18112219 received on dated 2021-11-21 in regional office Hissar.With reference to your above application for consent to operate,M/s Kartar Singh Contractor Hot Mix Plant is here by granted consent as per following specification/Terms and conditions.

Consent Under	AIR
Period of consent	15/12/2021 - 31/03/2026
Industry Type	Hot mix plants
Category	ORANGE
Investment(In Lakh)	127.75
Total Land Area(Sq. meter)	12120.0
Total Builtup Area(Sq. meter)	4060.0
Quantity of effluent	
1. Trade	0.0 KL/Day
2. Domestic	1.0 KL/Day
Number of outlets	1.0
Mode of discharge	
1. Domestic	septic tank with soak pit
2. Trade	
Domestic Effluent Parameters	
1. NA	
Trade Effluent Parameters	
1. NA	
Number of stacks	1
Height of stack	
1. Stack	25 MTR
Emission parameters	
1. SPM	150 mg/m ³
Product Details	
1. Hot Mix Material	550 Metric Tonnes/day

Capacity of boiler	
1. NA	Ton hr
Type of Furnace	
1. NA	
Type of Fuel	
1. HSD/LDO	500 KG/Day
Raw Material Details	
Rori	400 Metric Tonnes/Day
crusher	100 Metric Tonnes/Day
Bitumin	50 Metric Tonnes/Day

Regional Officer, Hissar
Haryana State Pollution Control Board.

Terms and conditions

1. The applicants shall maintain good house keeping both within factory and in the premises. All hose pipelines valves, storage tanks etc. shall be leak proof. In plant allowable pollutants levels, if specified by State Board should be met strictly.
2. The applicant/company shall comply with and carry out directive/orders issued by the Board in this consent order at all subsequent times without negligence of his /its part. The applicant/company shall be liable for such legal action against him as per provision of the law/act in case of violation of any order/directives. Issued at any time and or non compliance of the terms and conditions of his consent order.
3. The applicant shall make an application for grant of consent at least 90 days before the date of expiry of this consent.
4. Necessary fee as prescribed for obtaining renewal consent shall be paid by the applicant alongwith the consent application.
5. If due to any technological improvement or otherwise this Board is of opinion that all or any of the conditions referred to above required variation (including the change of any control equipment either in whole or in part) this Board shall after giving the applicant an opportunity of being heard vary all or such condition and there upon the applicant shall be bound to comply with the conditions so varied.
6. The industry shall provide adequate arrangement for fighting the accidental leakages, discharge of any pollutants gas/liquids from the vessels, mechanical equipment etc. which are likely to cause environment pollution.
7. The industry shall comply noise pollution (Regulation and control) Rules, 2000.
8. The industry shall comply all the direction/Rules/Instructions as may be issued by the MOEF/CPCB/HSPCB from time to time.
9. The industry shall ensure that various characteristics of the effluents remain within the tolerance limits as specified in EPA Standard and as amended from time to time and at no time the concentration of any characteristics should exceed these limits for discharge.
10. The industry would immediately submit the revised application to the Board in the event of any change in the raw material in process, mode of treatment/discharge of effluent. In case of change of process at any stage during the consent period, the industry shall submit fresh consent application alongwith the consent to operate fee, if found due, which may be on any

account and that shall be paid by the industry and the industry would immediately submit the consent application to the Board in the event of any change during the year in the raw material, quantity, quality of the effluent, mode of discharge, treatment facilities etc.

11. The officer official of the Board shall reserve the right to access for the inspection of the industry in connection with the various process and the treatment facilities. The consent to operate is subject to review by the Board at any time.

12. Permissible limits for any pollutants mentioned in the consent to operate order should not exceed the concentration permitted in the effluent by the Board.

13. The industry shall pay the balance fee, in case it is found due from the industry at any time later on.

14. If the industry fails to adhere to any of the conditions of this consent to operate order, the consent to operate so granted shall automatically lapse.

15. If the industry is closed temporarily at its own, they shall inform the Board and obtain permission before restart of the unit.

16. The industry shall comply all the Directions/ Rules/Instructions issued from time to time by the Board.

Specific Conditions :

1. Unit will run and maintain APCM regularly.
2. Unit will submit air emission analysis report within 90 days from the date of this CTO grant.
3. Unit will apply for renewal before 90 days from the expiry of this CTO.
4. The unit will make compliances of the HMP notification dated 15.10.10.

Shakti Singh Digitally signed by Shakti Singh
Date: 2011.10.10 10:59:59
+05'30'
Regional Officer, Hissar
Haryana State Pollution Control Board.

//TRUE COPY//