

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

O.A. NO. 1114/2024

IN THE MATTER OF:

Varun Gulati

... Applicant

Versus

DPCC & Ors.

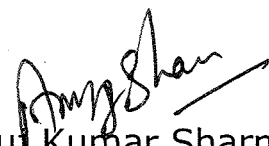
... Respondents

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At: New Delhi

Dated: 18/2/2025


Anuj Kumar Sharma
ADVOCATE
8076629401

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Versus

DPCC & Ors. ... Respondents

**REPLY ON BEHALF OF THE RESPONDENT NO.33/
SHIVAM TEXTILE PROCESSORS**

MOST RESPECTFULLY SUBMITTED:

PRELIMINARY OBJECTIONS

1. That the answering respondent is a Citizen of India, and is running a business of '*TEXTILE & YARN PROCESSING & DYEING*', in a lawful manner and by observing all precautions envisaged by law.

It is most respectfully submitted, that it was incumbent upon the applicant to prove his case by adducing sufficient evidence, and not make wild and baseless allegations against the answering respondent, who has been forced to run pillar to post seeking legal advice, resulting in legal costs and loss of productivity.

It is most respectfully submitted that even the photographs annexed with the OA, nowhere bear any description or state that the same pertain to the answering respondent's establishment, however the applicant has tried to pass off the said photographs as if

the same pertain to the establishment of the answering respondent.

Moreover, even in the representations, made by the applicant to the official respondents, nowhere the answering respondent has been named. It is thus clear, that even the certificate by the applicant, stating that he has exhausted other alternative remedies, is misleading. Moreover, even in the body of the OA, the applicant has not once mentioned the answering respondent, despite that, he has been arrayed as a respondent in the memo of parties.

It is further submitted that without once naming the answering respondent in the body of the OA, the OA is full of baseless words & phrases like "*blatant violations of the environmental rules & norms*", and "*operating illegally without obtaining any Air & Water consent*". Hence, the applicant has created an impression, as if it's the answering respondent who is running his establishment, without any authorization from the official respondents.

It is submitted that all that the applicant had to do was to file a simple RTI application with the concerned government departments, and he could have received this information, from the relevant authorities, without having to invoke the hallowed jurisdiction of this Hon'ble Tribunal. Rather, the applicant has chosen the long route, by invoking the jurisdiction of this Hon'ble Tribunal, with

incomplete facts, thereby wasting precious Judicial time and resources.

It is therefore stated that the present OA is full of general and omnibus allegations, and the same deserves to be dismissed with exemplary cost as per S.23(2) of the NGT Act, 2010, so that the plenary jurisdiction of this Hon'ble Tribunal is not lightly invoked by irresponsible litigants, in future.

2. It is submitted that the answering respondent has consent to operate from the DPCC, Dt. 12.11.2021, and is shown in the 'red' category, and therefore the allegation by the applicant that the answering respondent is doing the work of a 'red' category industry, but has obtained merely an 'orange' category authorization from DPCC, falls flat.

It is also submitted that the answering respondent is regularly making payments to PNC Delhi Industrial Infra Pvt Ltd.(a concessionaire of DSIIDC Ltd.) for water supply. It also is submitted that the answering respondent's establishment has a fully functioning ETP, with capacity to service physico chemical & continuous type upto 16000 liters per day.

Further, CETP charges are being paid by the answering respondent to the PNC Delhi Industrial Infra Pvt Ltd. (A concessionaire of DSIIDC Ltd.)

Moreover ETP- Waste water samples are being regularly analyzed by CPCB.

It is also submitted that the answering respondent has also engaged the services of Re Sustainability IWM Solutions Ltd.(formerly Tamil Nadu Waste Mngmt. Ltd.) for lifting hazardous waste from the premises.

It is therefore submitted that the answering respondent is engaged in a lawful business, is carrying on the business in a lawful manner, and after obtaining all permissions from the concerned government departments, and the answering respondent has been wrongly arrayed as a respondent by the applicant, for motive best known to him.

3. That in this regard, the Hon'ble Supreme Court of India has held in Dr. Buddhi Kota Subbarao v/s Mr. K. Parasaran, 1996(5) SCC 530, as under:

"No litigant has a right to unlimited drought on the court time and public money in order to get his affairs settled in the manner as he wishes. Easy access to justice should not be misused as a licence to file misconceived or frivolous petitions. After giving our careful consideration to the submissions made at the bar as well as those contained in the memorandum of the application, we are of the opinion that this application is misconceived, untenable and has no merits whatsoever. It is accordingly dismissed".

Further, the Hon'ble Supreme Court of India, has held in Noorduddin V/s K.L Anand 1995 SCC(1) 242, as under:

"Equally the judicial process should never become an instrument of oppression or abuse or a means in the process of the court to subvert justice".

Furthur the Hon'ble Supreme Court of India has held in Sabia Khan & Ors. v/s State of UP & Ors. (1999)1 SCC 271, as under:

"4. After hearing Mr. Sharma, learned Counsel for the petitioners, it is obvious that the petition is misconceived and based on a total misconception. It is an obvious attempt to question the correctness of the orders of this Court through a writ petition under Article 32, which is not permissible. The objection with regard to the office report is also not tenable. Filing of such a petition is an abuse of the process of the Court and waste of the time of the Court. We do not find any merit in this petition which is dismissed with costs, assessed at Rs. 10,000/-".

That in Satyabrata Sanjeev Kumar Mohanta v/s MoEF&CC (OA/53/ 2023/EZ), the Hon'ble NGT has held as under:

"26. We are, therefore, satisfied that not only is the Original Application not maintainable but the same is an abuse of process of Court in view of the order passed by the Hon'ble High Court of Orissa at Cuttack and the Hon'ble Supreme Court.

27. In view of above, the Original Application No.53/2023/EZ is accordingly dismissed with a cost of Rs.

10,000/- (Rupees Ten Thousand only) against the Applicant, Satyabrata Sanjeeb Kumar. The amount of cost shall be deposited by the Applicant with the Ld. Registrar, National Green Tribunal, Eastern Zone Bench, Kolkata, within one week from the date of this order. In case the Applicant fails to deposit the amount of cost with the Ld. Registrar, National Green Tribunal, Eastern Zone Bench, Kolkata, the same shall be recovered from him by the Collector & District Magistrate, Keonjhar, in accordance with law and the same shall be deposited with the Ld. Registrar, National Green Tribunal, Eastern Zone Bench, Kolkata.

28. Let a copy of this order be also forwarded to the Collector & District Magistrate, Keonjhar, for due compliance".

That in Virani Construction Co. v/s The State Level Environmental Impact Assessment Committee, Appeal No.72/ 2013, the Hon'ble NGT has observed as under:

"16. Taking a stock of the foregoing discussion, we are of the opinion that the Appeal is not maintainable and is incompetent. We are of further opinion that the appellant filed the present Appeal with malafide intention to put pressure on SEAC and SEIAA, in order to escape from credible action contemplated against him. In this view of the matter, the Appeal is liable to be dismissed with exemplary costs. We accordingly dismiss the Appeal with costs of Rs.1,00,000/-(Rs.One Lac)".

That in Waseem Ahmad v/s State of UP, OA/62/2023, the Hon'ble NGT has held as under:

"5. In view of above, the application was based on misleading and false facts which has resulted in abuse of process of law. Accordingly, the application is dismissed with cost quantified at Rs. 25,000/-".

That the Hon'ble High Court of Delhi has held in Trans India Logistics v/s UOI, 2014 SCC Online Del 1135, has held as under:

"9. The aforesaid conduct of the petitioner amounts to deliberate concealment of material facts from the Court, which itself is considered a sufficient ground for the Court to dismiss the present petition. The petitioner cannot expect equity to flow in his favour when he elects to approach the Court with unclean hands and states half truths and makes selective disclosures.

10. In view of the aforesaid facts and circumstances, while refraining from imposing substantial costs on the petitioner for intentionally failing to reveal all the necessary and material facts to the Court and deliberately failing to place on record the relevant documents, the present petition is dismissed with costs of Rs. 10,000/- to be deposited with the Delhi High Court Mediation and Conciliation Centre within two weeks from today and proof of deposit, placed on record within the same time".

4. It is reiterated that answering respondent is carrying out its business as per law. It is also submitted that as per Section 20 of the National Green Tribunal Act, 2010, one

of the principles that the Hon'ble Tribunal is required to apply while deciding any issue before it is that of "sustainable development". It is submitted there are laws and norms which every industry in India, is liable to follow while carrying out its business, so as to mitigate the harmful effects to the maximum possible degree, which in the present case, the answering respondent is fully abiding by. It is submitted that the industry in India is competing against industries in other parts of the world like that in Bangladesh, where the labour laws and environment norms are non-existent.

It is submitted that the answering respondent is not only complying with all the environmental laws, but also labour laws, and in the present globalized hyper competitive market, and any disruption, costs dearly to the answering respondent.

PARAWISE REPLY TO THE ORIGINAL APPLICATION FILED BY THE APPLICANT

1-4 That the contents of the said para are false therefore hence, denied except those that are matter of record. The applicant claims to be engaged in activities relating to environment protection and restoration for last many years, however, he has not given any details regarding the same and no evidence has been annexed supporting the said assertion. It is submitted that the present petition filed by the applicant is an abuse of the process of law as has been explained in detail in preliminary submissions, and the same must be read as part of reply to the said para. It is also specifically denied that the

applicant is a resident of Ghaziabad, UP and as such the present petition at best can be termed as a public interest litigation which can only be entertained by the Hon'ble High Court of Delhi and the Hon'ble Supreme Court of India.

REPLY TO FACTS OF THE CASE

5.1 – That the contents of the said para are false therefore
5.4 hence, denied except those that are matter of record.

That the answering respondent is running his establishment with all requisite consent and permissions from the relevant authorities.

It is submitted that the answering respondent has consent to operate from the DPCC, Dt. 12.11.2021, and is shown in the 'red' category.

It is also submitted that the answering respondent is regularly making payments to PNC Delhi Industrial Infra Pvt Ltd.(a concessionaire of DSIIDC Ltd.) for water supply.

It also is submitted that the answering respondent's establishment has a fully functioning ETP, with capacity to service physico chemical & continuous type upto 16000 liters per day.

Further, CETP charges are being paid by the answering respondent to the PNC Delhi Industrial Infra Pvt Ltd. (A concessionaire of DSIIDC Ltd.)

Moreover ETP- Waste water samples are being regularly analyzed by CPCB.

It is also submitted that the answering respondent has also engaged the services of Re Sustainability IWM

Solutions Ltd.(formerly Tamil Nadu Waste Mngmt. Ltd.) for lifting hazardous waste from the premises.

It is therefore submitted that the answering respondent is engaged in a lawful business, is carrying on the business in a lawful manner, and after obtaining all permissions from the concerned government departments, and the answering respondent has been wrongly arrayed as a respondent by the applicant, for motive best known to him.

5.5. That the contents of the said para are false and, – therefore denied except those that are matter of record.

5.10 It is specifically denied that any untreated or toxic effluent is being directly released in the drains, hence the answering respondent is carrying out its activities fully in conformity with the law.

That as regards the CETP, the relevant authorities are best equipped to answer the same.

It is factually incorrect on the part of the applicant to say that the answering respondent has not installed an ETP and that effluent is being discharged without it being treated.

It is specifically submitted that the photographs of the dyeing units annexed with the OA, do not pertain to the answering respondent. Hence, it is submitted that the applicant has deliberately tried to mislead this Hon'ble Court by showing photographs of un-treated effluent being discharged and passing it off as that of the answering respondent's establishment.

It is specifically denied that any untreated toxic effluent is being released in the open and it is submitted that all precautions as per law are being observed by the answering respondent.

It is however submitted that the answering respondent is complying with the restrictions imposed from time to time by the Commission for Air quality management in NCR and adjoining areas.

5.11. That the contents of the said para are false and – therefore denied except those that are matter of record.

5.14 It is reiterated that the answering respondent is running his establishment fully in compliance with the environmental norms and in line with authorisation received by it from various governmental organisations. It is submitted that all industrial operations are being carried out as per norms and the applicant is making bald allegations without any supporting evidence.

That the applicant has not provided any evidence whatsoever to prove that these areas are having any higher rates of cancer than in other parts of Delhi NCR. It is submitted that no untreated effluents are being released by the answering respondent and all the activities are being carried out as per law.

That electricity connections have been installed as per rules and the answering respondent is making regular payments of his regular electricity bills. This is another instance of wild allegations being made by the applicant without an iota of evidence supporting the same.

- 5.15 That the contents of the said para are false and, therefore denied except those that are matter of record. It is reiterated that the answering respondent is carrying out all the activities as per the law and is being regularly monitored by the various governmental agencies from time to time ensuring compliance, in letter and spirit.
- 5.16. That the contents of the said para are false and, - therefore denied except those that are matter of record.
- 5.17. It is submitted that the correspondence made by the petitioner with the authorities is for the relevant authorities to answer. It is reiterated that even prior to the filing of the present OA, the relevant authorities have carried out inspection at the answering respondent's establishment, and have found it to be in compliance with the norms.
- 5.18. That the contents of the said para are false and, - therefore denied except those that are matter of record.
- 5.21 It is submitted that the present OA is not bonafide and is an abuse of the process of the law and has been filed hastily without ascertaining the facts. It is submitted that prior to the coming of the applicant before this Hon'ble Tribunal, it was incumbent upon the applicant to carry out due diligence and to find out if in fact the answering respondent lacked authorisation from various governmental authorities. By launching the present malicious prosecution against the answering respondent, not only the present OA is liable to be dismissed, but in fact exemplary cost is liable to be

imposed on the applicant for putting the dyeing industry in India at a comparative disadvantage than its counterparts in Bangladesh, and also putting the jobs of several workers at risk.

- 6.1. That the contents of the said para are false and,
– 6.8 therefore denied except those that are matter of record. It is submitted that the applicant is sermonising on the ill effects of the dyeing industry and hence does not require any reply in this regard from the answering respondent. It is reiterated that answering respondent is carrying out its business as per law. It is also submitted that as per Section 20 of the National Green Tribunal Act, 2010, one of the principles that the Hon'ble Tribunal is required to apply while deciding any issue before it is that of "sustainable development". It is submitted that there are laws and norms which every industry in India, is liable to follow while carrying out its business, so as to mitigate the harmful effects to the maximum possible degree, which in the present case, the answering respondent is fully abiding by.

REPLY TO GROUNDS

- 7.1 – That the contents of the said para are false and,
7.5 therefore denied except those that are matter of record. It is reiterated that the answering respondent is carrying on its activities as per the applicable laws.
- 8 That the contents of the said para are false and, therefore denied except those that are matter of record. That the present OA has been file beyond the period of

limitation and as such cannot be entertained by this Hon'ble Tribunal.

PRAYER


On the basis of the above submissions, it is humbly prayed:

That the present OA be dismissed, with exemplary cost of Rs. 1,00,000/- in favour of the answering respondent.

Any other and further orders that this Hon'ble Tribunal deems fit and proper in the facts and circumstances of the present case.

Date: 18/2/2025 Through
Place: New Delhi

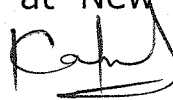

DEPONENT


Anuj Kumar Sharma
ADVOCATE

VERIFICATION

I, the deponent herein, do hereby verify that the contents of the above reply are true and correct to my knowledge based on records. Nothing is false therein. Verified at New Delhi on

18/2/2025.


DEPONENT

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

O.A. NO. 1114/2024

IN THE MATTER OF:

Varun Gulati

... Applicant

Versus

DPCC & Ors.

... Respondents

AFFIDAVIT

I, Kapil Khandelwal, Aged about 50 years, S/o Sh. H. Sh. C.P. Khandelwal, proprietor of M/S SHIVAM TEXTILE ROBBERS R-170, Vikaspuri

do hereby solemnly affirm and state as under:-

1. I am the answering respondent herein in the above noted matter and am well conversant with the facts and circumstances of the present case and also competent to swear the present affidavit.
2. That the contents of the accompanying reply has been drafted by my counsel as per my instructions and to say that the contents thereof are true and correct.

That the annexures are true copy of their respective originals.

[Signature]
I identified the deponent who has signed in my presence

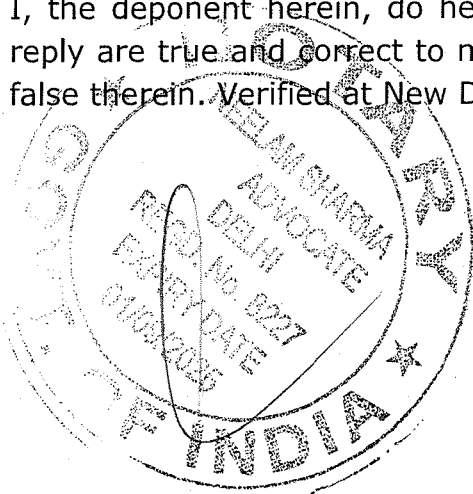
[Signature]
DEPONENT

18 FEB 2025

VERIFICATION

I, the deponent herein, do hereby verify that the contents of the above reply are true and correct to my knowledge based on records. Nothing is false therein. Verified at New Delhi on _____.

[Signature]
DEPONENT



[Signature]
NOTARY (Govt. of India)
Neelam Sharma
Advocate
CN No 1854, Gate No. No. 15,
Patela House Courta,
New Delhi-110001
(M. 9899408301)

18 FEB 2025



DELHI POLLUTION CONTROL COMMITTEE

(Government of N.C.T. of Delhi)

4th & 5th Floor, ISBT Building Kashmere Gate, Delhi 110006

CONSENT ORDER

Certificate No. :G-20682

Name of the unit	:	SHIVAM TEXTILE PROCESSORS
Address	:	B-2628, DSIIDC, NARELA INDUSTRIAL AREA, DELHI-110040, Narela Industrial Area, Delhi - 110040
Consent Order No	:	DPCC/CMC/2021/5487282
Date of issue	:	12/11/2021
Product/Activity	:	Yarn and textile processing involving scouring, bleaching, dyeing, printing or any effluent/emission generating process. (upto 100 workers in all shifts, 1 acre of land, 100 Kld water) with Boiler
Manufacturing Activities	:	TEXTILE & YARN PROCESSING & DYEING
Category Name	:	[RED]
Prouct Capacity	:	3000 Numbers/Day

This Consent to **Operate** is hereby granted under section 21 of the Air (Prevention & Control of Pollution) Act, 1981 and under section 25/26 of the Water (Prevention & Control of Pollution) Act, 1974 under **RED** Category. This consent is subjected to terms and conditions specified overleaf. **This is being issued with reference to your application id 5487282 valid from 08/02/2021 to 07/02/2026.**

Senior Environmental Engineer

Terms and Conditions

1. The Consent is Activity specific and based on the information provided in the consent application alongwith the documents/subsequent documents/ information submitted to Delhi Pollution Control Committee(DPCC) .The Consentee shall apply for fresh consent in case of any change in the activity/manufacturing process.
2. The Consentee shall display the Name of the unit alongwith its Address , name of the Proprietor /Directors/ Partners etc, Contact Phone No(s) and its Activities /Processes/ Products etc, on a Display Board to be placed / fixed at the main gate of the unit.
3. The Consentee / unit shall have / take separate Electricity / Power Connection in its name and shall have /install separate meter in this regard.
4. The Consentee shall provide and maintain separate drainage system for collection of trade and sewage effluents. Terminal manholes shall be provided at the end of collection system and shall be connected to the conveyance system / sewerage system of the area leading to Common Effluent Treatment Plant of the Industrial Area / Sewage Treatment Plant of the catchment area.
5. The Consentee shall obtain permission from Delhi Jal Board, for ground water extraction, if any, as per the various orders/Notifications of Govt. of NCT of Delhi.
6. In case the unit is located in the industrial area where Common Effluent Treatment Plant (CETP) has been provided ,the Consentee shall make regular payment of its share for the operation and maintenance of CETP to the concerned CETP Society as per the Delhi Common Effluent Treatment Plants Act, 2000, as amended to date.
7. The Consentee shall ensure proper channelization / control system for fugitive emissions generated from the various activities / processes of the unit and maintain good house keeping practices so as to maintain clean and safe environment in and around the premises of the unit.
8. The Consentee shall comply with the noise standards laid down vide Gazette Notification of Ministry of Environment and Forest(MOEF), Government of India Dated 17.05.2002 & 12.07.2004, as amended to date, for the Diesel Generator Set(s) and shall also comply with the Emission Standards prescribed for Diesel Engines [(Engine rating more than 0.8 MW) for Power Plant, Generator Set applications and other requirements], if any, as per the Gazette Notification of MOEF, Dated 09.07.2002, as amended to date.Stack Height for sets(Engine rating more than 0.8 MW) commissioned after 01.07.2003 shall be maximum of following
 - (i) Minimum 6 meter above the building where generator set is installed
 - (ii) 30 meter
 - (iii) $14Q0.3(Q - \text{Total SO}_2 \text{ emission from the plant in kg/hr})$ and for other DG Set(s) 0 (upto 0.8 MW) stack height shall be as per the following formula, $H = h + 0.2KVA$ (H- Total Height of stack in meter , h = Height of the building in meters where the Generator Set is installed, KVA - Total Generator capacity of the set in KVA).
9. The Consentee shall comply with the provisions of the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016, as amended to date, the Batteries (Management and Handling) Rules,2001,as amended to date, Solid Waste Management Rules, 2016 and E-Waste (Management) Rules, 2016, the Manufacture, Storage and Import of Hazardous Chemicals Rules, 1989, as amended to date, wherever applicable. All such wastes generated from the unit will be managed and handled as per the provisions of the said Rules and will be disposed only through the Recycler / Reprocessor /Authorized Agencies for such wastes, authorized by MOEF/ Central Pollution Control Board/ State Pollution Control Board/Committee/DPCC as per details available on their websites.
10. The Consentee shall comply the other prescribed standards of Effluent / Emissions as prescribed and as applicable under the provisions of the Environment (Protection) Act, 1986, as amended to date and the various Rules made thereunder including the Noise Pollution(Regulation and Control) Rules, 2000,as amended to date.

11. The Consentee engaged in the mfg. of plastic product(s) and being accorded Consent to Establish (CTE) or Consent to Operate (CTO)/Renewal of consent shall provide hood and suction arrangement followed by duct raised at least 2 mts above roof level and submit compliance report while applying for CTO (for cases of CTE) or submit an affidavit within six months in other cases.

12. The consentee shall use only fresh raw material and the unit shall not burn iron sieve /screen(Jaali).

13. The consentee shall dispose of its industrial solid waste as per SWM rules 2016.

14. The Consentee shall promote the use of LED and should create a system of replacing of old bulbs.

15. The Consentee shall not carry out any activity falling under the Prohibited/ Negative list of Industries (Annexure III of MPD -2021) which are prohibited in National Capital Territory of Delhi, as per Master Plan of Delhi.

16. Quantity of Effluent Discharge from the unit shall not exceed(i)Trade Effluent 10000 Litres/ Day (ii) Sewage / Domestic Effluent 250 Litres/ Day.

17. Capacity of the Diesel Generator Set (s) installed in the unit 0 KVA. The Consentee shall properly maintain the Acoustic Enclosure/ Acoustic Treated room for DG Set(s) 0 in good condition and maintain the adequate stack height for DG Set(s) 0 to meet the prescribed standards/ norms as mentioned above. The Consentee shall not operate the DG Set(s) 0 till compliance of the prescribed norms/standards for DG Sets .

18. The Consntee shall comply with the applicable provisions / Directions given vide Gazette Notification of Department of Environment, Govt. of NCT of Delhi, dated 23-10-2012 including the directions that No person shall manufacture, import, store, sell or transport any kind of plastic carry bags (including that of Poly Propylene, Non woven fabric type carry bags) in the whole of National Capital Territory of Delhi.

19. The Consntee shall comply with orders of Honble National Green Tribunal dated 02.12.2016 in O.A. No. 281 of 2016 in the matter of Kudrat Sandhu Vs Govt. of NCT & Ors regarding Solid Waste management System at source for Proper segregation and disposal of biodegradable, non-biodegradable & Ors. You shall not use/ store/ sale any kind of disposable plastic glasses/ plates etc.

20. The Consentee shall comply with the provisions of Plastic Rules,2016 if applicable and shall submit the certificate of registration from Department of COI, GNCTD within 30 days of the issuance of this consent order.

21. The Consentee shall switch over its fuel to PNG fuel(wherever the PNG fuel pipeline supplied by IGL) with immediate effect and submit the compliance report within 30 days of issuance of this consent order.

22. The Consentee shall submit application for renewal of the Consent, one month in advance of the expiry date of this Consent Order. In the event of any information furnished by the Consentee found to be false OR in case of failure to comply with any of the above mentioned consent conditions, consent granted through this Consent Order shall be deemed to be revoked without any notice and necessary action as per law shall be taken, which may include closure of the unit and prosecution for wrong declaration.

Not with standing anything contained in this consent order. Delhi Pollution Control Committee , reserves its right to review any / or all the conditions imposed herein above and to make such variations as deemed fit for the purpose of enforcement of the Air (Prevention and Control of Pollution)Act, 1981, as amended to date and the Water(Prevention and Control of Pollution)Act, 1974, as amended to date. The Consent granted to the Consentee is to ensure control of pollution from the premises of the unit in accordance with various Pollution Control Laws and in no way confers the right to the Consentee/unit to exist in violation of other laws and statutory provisions including the Master Plan of Delhi. This issue in view of the Office Order No. F.No. DPCC/Consent/2017/569-580 dated 31.05.2017 regarding processing of the consent cases.

12. Standard

Parameter Name	Prescribed Standard
Particulate Matter (mg/ Nm ³)	150.0



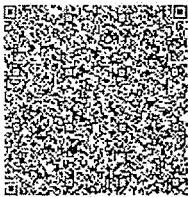
INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

सत्यमेव जयते

Certificate No.	: IN-DL31564817025502T
Certificate Issued Date	: 01-Oct-2021 12:09 PM
Account Reference	: IMPACC (IV)/ dl940003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL94000358729550719508T
Purchased by	: SHIVAM TEXTILE PROCESSORS
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SHIVAM TEXTILE PROCESSORS
Second Party	: TAMIL NADU WASTE MANAGEMENT LIMITED
Stamp Duty Paid By	: SHIVAM TEXTILE PROCESSORS
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



-----Please write or type below this line-----

For Shivam Textile Processors

[Signature]
Proprietor



Statutory Alert:

- 1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding.
- 2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
- 3. The onus of checking the legitimacy is on the users of the certificate.
- 4. In case of any discrepancy please inform the Competent Authority.

500/- stamp paper Non judicial

AGREEMENT

THIS AGREEMENT is made at Delhi on this 12th day of Sept 2021, BY AND BETWEEN SHIVAM TEXTILE PROCESSORS having its registered office at B-2628, DSIDC, Narela Industrial Area, Delhi-110040 represented by its Proprietor, (hereinafter referred as "Generator / User" which expression shall unless repugnant to the subject or context include its administrators, successors and assigns) as Party No.1

AND

M/s. TAMIL NADU WASTE MANAGEMENT LIMITED (TNWML), Company registered under the Companies Act, 1956 and having its registered office at Ramky Grandiose Floor 13th, Ramky Tower Complex Opp. To Rolling Hills Anjaiah Nagar, Gachibowli Hyderabad - 500032 represented by its Project Head - (hereinafter referred as "TNWML / Operator" which expression shall unless repugnant to the subject or context include its administrators, successors and assigns) as Party No.2

The Generator and Operator hereinafter individually referred as 'Party' and collectively as 'Parties'.

WHEREAS Operator is engaged in the business of Waste Management and presently operating Treatment Storage Disposal Facility for Hazardous Waste at various engineered waste management units under its control at various locations in India, as per the guidelines under the HOWM Rules 2016, SWM Rules 2016, & Guidelines thereunder and amendments thereof from time to time by MOEF & CC, CPCB, SPCBs/PCCs & Other Regulatory Bodies and as per the authorization of SPCB.

WHEREAS the Generator being desirous of availing the services of collection, transport, treatment, storage and disposal of Hazardous & other Wastes generated at their premises approached Operator and the same has been accepted by Operator on the terms and conditions set out in this agreement read with the provisions of The Rules & Guidelines and supervision of SPCB.

NOW THEREFORE in consideration of the above-mentioned premises and the mutual promises contained herein, the Generator and Operator have agreed to enter into this agreement under the terms and conditions set forth hereinafter.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions:** In this Agreement, including in the recitals hereof, the following words, expressions and abbreviations shall have the following meanings, unless the context otherwise requires:

"**Agreement**" means this agreement including all attachments, annexures or Schedules annexed thereto.

"**CPCB**" means Central Pollution Control Board.

"**Facility**" means any establishment wherein the process incidental to the handling, collection, reception, treatment, storage, reuse, recycling, recovery, pre-processing, co-processing, utilization and disposal of hazardous, domestic hazardous and other wastes are carried out.

"**HOWM**" means the Hazardous and Other Wastes (Management & Transboundary Movement) Rules, 2016.

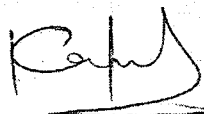
"**TSDF**" means Treatment, Storage and Disposal Facility for Hazardous Waste by name "TAMIL NADU WASTE MANAGEMENT LIMITED" operated by TNWML and located at Adjacent to Waste to Energy Plant & Pragati Power Plant at Bawana in Delhi- 110039, pursuant to the Consent for Establishment No. DPCC/WMC-II/Bawana-TSDF/2020/4921-4929 dated 31st December 2020 under Section 25/26 of the Water (Prevention and Control of Pollution) Act, 1974, under Section 21 of Air (Prevention and Control of Pollution) Act, 1981.

"**MoEFCC**" means Ministry of Environment, Forests and Climate Change.

"**MSDS**" means Material Safety Data Sheet

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For Shivam Textile Processors



Proprietor

"SOP" means Standard Operating Procedure

"Rules" means all types of rules as notified by the Ministry of Environment, Forest and Climate Change to treat the Hazardous waste and the Domestic Hazardous waste.

"SPCB" means State Pollution Control Board of the state in which the Facility is situated.

"CPCB" means Central Pollution Control Board

"DPCC" means Delhi Pollution Control Committee

"AMF" means Annual Membership Fees

"MMCC" means Minimum Monthly Commitment Charge

"The Act" means The Environment (Protection) Act, 1986.

"Waste" means hazardous waste/waste as defined under Sec 3(17) & 3(38) of Hazardous and other Waste (Management and Transboundary Movement) Rules, 2016 and Sec 3(17) of the Solid Waste Management Rules, 2016 & generated/collected in the premises of the Generator/User.

1.2 **Interpretation:** In this Agreement, unless the subject or context otherwise requires:

- A. Reference to the singular number shall include references to the plural number and vice-versa;
- B. References to a "person" shall include references to natural persons, partnership firms, companies, bodies corporate and associations, whether incorporated or not or any other organization or entity including any governmental or political sub-division, ministry, department or agency thereof;
- C. References to recitals, clauses and schedules / annexures are to recitals, clauses and schedules to this Agreement;
- D. Any reference herein to a statutory provision shall include such provision, as is in force for the time being and as from time to time, amended or re-enacted in so far as such amendment or re-enactment is capable of applying to any transactions covered by this Agreement.
- E. Clause headings used herein are only for ease of reference and shall not affect the interpretation of this Agreement.

1.3 The Schedules / Annexures shall form an integral part of this Agreement.

1.4 All capitalized terms used in this agreement which have not been specifically defined in this Agreement shall, unless inconsistent with the context have the meanings assigned to them under the Authorization Agreement.

2 SCOPE OF SERVICES

2.1 The scope of services to be provided by Operator under this agreement shall be analysis, collection, transportation, treatment, storage and disposal of Waste generated/collected at the premises of the Generator located at B-2628, DSIDC, Narela Industrial Area, Delhi-110040

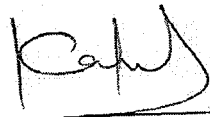
2.2 It is agreed between the Parties that TNWML(Operator) shall provide the above services to the Generator through the TSDF

2.3 Operator shall dispose the Waste as per the mandate of the CPCB/SPCB read with the provisions of The Rules.

3 GENERAL CONDITIONS

For Shivam Textile Processors

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- 3.1 The Generator shall immediately upon execution of this agreement, become registered member of Operator by paying the annual membership fee & MMCC. The MMCC shall be adjustable against user charges in the event either party decides to terminate this agreement. No financial charges are applicable on such MMCC.
- 3.2 Membership Certificate shall be issued to the Generator once agreement has been executed. The certificate shall be valid for a period of one year. Services under the contract shall be provided only if the Generator holds a valid Membership Certificate. At the time of re-issuance of Membership Certificate the Generator shall ensure that there are no dues towards Operator. In case of dues Membership Certificate shall not be issued.
- 3.3 The Generator shall provide to Operator, a sample of the Waste and inform the entire process details which lead to generation of such Waste, for the purpose of determining the Waste characteristics and to provide the comprehensive analysis report of the waste to decide about its final pathway of treatment, storage and disposal of the Waste. The Generator shall also provide the MSDS (Material Safety Data Sheet) wherever required.
- 3.4 The Generator has to provide the comprehensive analysis report from the CPCB empaneled NABL accredited lab or The Operator shall carry out the Comprehensive Analysis (CA) of the Waste in its laboratory at the cost of the Generator as per the parameters of HOWM Rules and CPCB guidelines. The comprehensive analysis report is must to be used by Operator to determine the disposal pathway based on the waste characteristics & as per MoEFCC, CPCB and the SPCB rules and guidelines issued from time to time. The disposal pathway shall be mutually agreed between the Generator & Operator and shall form basis for disposal/ user charges.
- 3.5 Upon receipt of information from the Generator, Operator shall plan and schedule for collection of the Waste from the Generator. The safety and the liability during the transportation is the responsibility of the Generator and the Transporter if done by the Generator. The safety and the liability during the transportation is the responsibility of the Operator and the Transporter if done by the Operator.
- 3.6 The Generator shall provide the details of Waste to Operator as mentioned below:
- i) Complete details of the Waste and its characteristics regarding presence of explosive / ignitable / corrosive / toxic / odorous compounds in the manifest provided to the transporter for safe transportation and disposal.
 - ii) Safety information as MSDS/ SOP (SOP as defined by CPCB) for handling & storage
 - iii) Marking of hazardous waste container in 'Form 08', 'waste transportation manifest' in Form no.10 and 'Term Card' in Form no. 09 for every Waste type as per HOWM Rules.
- 3.7 Operator shall analyse the Waste received through finger print analysis as per the parameters prescribed by the CPCB.
- 3.8 In the event there are any differences in the analysis results of comprehensive analysis and finger print analysis, the Generator may either accept the results of Operator or send their samples to a mutually agreed third party lab for analysis at their own cost. Any discrepancy in relation thereto may be informed to the Generator for the additional charges. These charges will be applicable if the treatment and disposal pathways changes.
- 3.9 The Operator shall seek a fresh comprehensive analysis report under one or more of the following circumstances:
- i) There is a change in the waste characteristics,
 - ii) There is a change in the manufacturing processes,
 - iii) There is a change in the product mix/raw material mix or
 - iv) A period of 1 year has lapsed since the submission of previous Comprehensive Waste Analysis

For Shivam Textile Processors


Proprietor



- 3.10 In the event of any false information or withholding information, all the liabilities, whether directly or indirectly arising therefrom, during transportation, handling, treatment & disposal shall be the responsibility of the Generator.
- 3.11 The Generator shall provide an advance declaration every year in the month of April assuring quantity of Waste they would be sending to Operator till next March 31, and declare Waste quantities on annual / monthly basis as per Hazardous Rules as per the declaration format .
- 3.12 The Waste supplied by the Generator shall not contain any kind of nuclear / radioactive or any other prohibited material.

4 USER CHARGES & TERMS OF PAYMENT:

- 4.1 The Generator shall pay monthly user charges to Operator for its services as agreed to between the parties based on the base rate/calculations provided in the contract & as per quotations submitted, which is based upon the declaration given by the Generator. In addition the Generator shall also be liable for payment of applicable taxes, levies etc., if any, on the user charges and transportation charges.
- 4.2 A flat escalation @ 7% shall be considered per annum after 1 year post achievement of COD, Date: (CTO issued by DPCC vide ...).....
- 4.3 Operator shall send the monthly user charges invoice to the Generator on or before 5th of every succeeding month and the bill amount shall be payable by the Generator on or before 5th of the subsequent month. All payments shall be made by way of electronic payment, cheque and/or demand draft.
- 4.4 Any dues payable to the operator by the generator post 3 month adjustable advance will be considered as delayed payment. The delayed payments from the Generator shall be liable to pay interest at prevailing medium term prime lending rate of State Bank of India calculated for the duration of delay on the outstanding amount during the default period. In the event of any bill amount along with interest is due for more than three months, Operator reserves the right to refuse to extend its services to the Generator and even to terminate this agreement with immediate effect.

5 TERM OF AGREEMENT

This Agreement shall be valid for a period of 5 years effective from date of agreement, subject to annual renewal accordance with this agreement.

6 FORCE MAJEURE

Notwithstanding anything else contained herein, neither Party hereto shall be liable for damages or to have this agreement terminated for any delay or default in the performance of such Party hereunder if such delay or default in performance derives from conditions beyond the reasonable control of such Party, including but not limited to, acts of god, strikes, fires, floods, extreme drought, shortage of supply, riots, work stoppages, embargoes, governmental actions or damage to the plant or facility or any cause unavoidable or beyond the control of either party including any arbitrary ruling by the Government prohibiting the handling of the Waste or continuing domestic or international problems such as wars or insurrections.

7 INDEMNITY

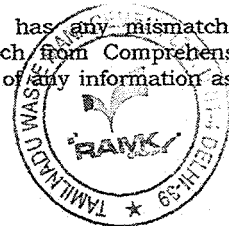
The Generator does hereby indemnify, keep indemnified and hold harmless the Operator, its representatives, nominees and officers (including without limitation reimbursement of any loss suffered by the Operator and / or its officers, directors, employees, agents or affiliates and their legal costs), awards, damages, losses and / or expenses, either pecuniary or non-pecuniary in nature, arising directly or indirectly, whether during collection or transportation or treatment or storage or disposal, as a result of:

- a) the Waste supplied by or collected from the Generator has any mismatch of information on Term Card or MSDS provided or mismatch from Comprehensive Analysis done; and any non-disclosure or wrong disclosure of any information as to the characteristic of waste, or

for Shivam Textile Processors

Kalyan

Operator



- b) any civil or criminal proceedings or liability under any law for any unlawful dumping of untreated wastes by the Generator either at the project site of the Operator or anywhere else, or
- c) any violation or non-compliance by the Generator of the provisions of the Rules, Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 including any modifications, amendments made thereto and any new acts and rules legislated and promulgated governing the activity under this Agreement during the term of this Agreement or any extension thereof, or
- d) any act/ omission of the Generator including its Personnel in relation with the Services and/ or terms of this Agreement, or
- e) any unauthorized access to the Confidential Information.

8 EVENTS OF DEFAULT

The following shall constitute Generator's events of default:

- a. If the Generator fails / refuses to pay its bills / dues for the user charges payable under this Agreement.
- b. If the Generator fails / refuses to pay within the time stipulated the advance amounts and deposits etc. called upon to do so by the Operator.
- c. If the Waste supplied by the Generator contains any radioactive or prohibited material.
- d. If the Generator commits gross violation of the terms of this agreement.
- e. If the Generator fails to comply with all applicable laws to perform its obligation under this Agreement.

The following shall constitute Operator's events of default:

- a. If the Operator fails / refuses to accept the waste at least once within three months' time (sub clause (iii) of A of Clause Article 9 of the concession agreement signed between DSIIDC and TNWML .
- b. If the Operator commits gross violation of the terms of this agreement.
- c. If the Operator fails to comply with all applicable laws to perform its obligation under this Agreement

9 TERMINATION

- 9.1 Either party shall have the right to terminate this Agreement in the event of violation of any of the terms and conditions as agreed upon in this agreement or otherwise, upon giving 30 days written notice to the other party.
- 9.2 Either Party may terminate this Agreement, if the other Party becomes insolvent or files or has filed against it a petition in bankruptcy ("Cause"), to the extent permitted by law. Such termination will be effective at the end of a Thirty (30) day written notice period if the Cause remains uncured.

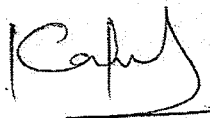
10 ENTIRE AGREEMENT

This Agreement shall be deemed to represent the entire Agreement between the parties hereto regarding the subject matter hereof and shall supersede, cancel and replace any and all prior agreements or arrangements, if any, in this behalf, by and between the parties hereto.

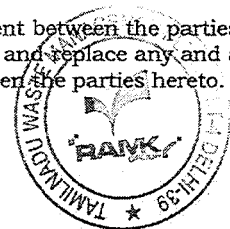
11 RELATIONSHIP OF THE PARTIES

For Shivam Textile Processors

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Proprietor



Nothing contained herein shall be deemed to constitute a partnership, joint venture or agency by and between the parties hereto.

12 VARIATIONS

This Agreement may be modified or amended only by writing, duly executed by or on behalf of the parties hereto.

13 SEVERABILITY

In the event that any provisions of this Agreement is held to be illegal, invalid or unenforceable under any present or future laws of the Republic of India such provisions shall be deemed terminable and the remaining parts & provisions of this Agreement shall remain in full force & effect.

14 NOTICES

- 14.1 Any notice, request, demand or other communication given or made under or in connection with the matters contemplated by this Agreement shall be in writing and shall be delivered personally or sent by registered post acknowledgement due or by facsimile or by courier:

In case of GENERATOR to:

Attn:

In case of OPERATOR to:

Attn: Project Head - TNWML

And shall be deemed to have been duly given or made as follows:-

- (a) if personally delivered, upon delivery at the address of the relevant Party;
 - (b) if sent by registered post-acknowledgement due seven (7) days after the posting;
 - (c) if sent by facsimile upon receipt of confirmation by sender, from the receiver, that the facsimile has been received;
 - (d) if sent by courier four (4) days after the date of dispatch.
- 14.2 A Party may notify the other Party of a change to its name, relevant addressee or address number for the purposes of Clause 14.1 as provided herein.

15 SURVIVAL

Notwithstanding any contained in this Agreement, the provisions of clause 7 and 8 of this Agreement shall survive for 5 years after termination or completion of term of this agreement whichever is later.

16 DISPUTE RESOLUTION

In the event of any dispute, controversy, difference, disagreement or claim arising out of or in connection with or in relation to this Agreement, including any questions as to its existence, validity, interpretation, implementation or termination, the Parties hereto shall endeavor to resolve the same in an amicable manner in consonance with the intention of this Agreement. Dispute redressal committee shall be formulated with the following members:

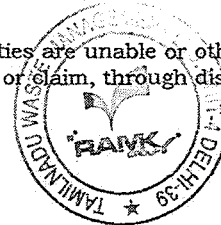
- a) Chief Engineer DSIIDC - Chairman
- b) Superintendent Engineer (Environment) DSIIDC - Member Secretary
- c) Representative of DPCC - Member
- d) President/ General Secretary of the concerned industrial association of the Area - Member

If however, after lapse of Fifteen (15) days therefrom, the Parties are unable or otherwise fail to resolve such dispute, controversy, difference, disagreement or claim, through discussion or

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For Shivam Textile Processors

[Handwritten Signature]



amicable settlement as above, then the said dispute, controversy, difference, disagreement or claim shall be referred to and finally settled through arbitration by sole arbitrator as per the rules of Arbitration and Conciliation Act, 1996 and as amended thereof. The award of arbitration shall be final and binding. The seat of arbitration shall be at Delhi and the arbitration proceedings and all documentation shall be in English language. No Party shall make public the contents of arbitration without the prior written consent of the other Party. The arbitration proceedings shall be concluded within in Six (6) months from the date of reference of dispute to arbitration by a Party to this Agreement.

17 APPLICABLE LAW & JURISDICTION

This Agreement shall be governed in accordance with the laws of India. Operator and the Generator mutually agree that the courts of competent jurisdiction at Delhi shall have the exclusive jurisdiction over all the disputes arising out of this Agreement.

18 COMPLIANCE WITH LAW

Each Party warrants that it shall comply with all national, state and local laws, regulations, rules, and ordinances governing the activities described generally in this Agreement, including but without limitation, all types of rules and guidelines as notified by the Ministry of Environment, Forest and Climate Change and Central Pollution Control Board respectively to treat the Hazardous waste and the Domestic Hazardous waste, relevant Guidelines and its amendments thereof as published by CPCB.

19 ANTI BRIBERY

19.1. The Operator and Generator hereby confirm that no benefit, either in cash or kind has been provided by either of them to the other or to any officer or employee, or any relative/ associate of any officer or employee of Operator or Generator or of any of their associate institutions/companies in order to enter into this Agreement;

19.2. The Operator and Generator hereby give an undertaking that neither the Operator nor the Generator shall provide any benefit, either in cash or kind to any officer/employee/relative/associate of any officer or employee of Operator or Generator as reward or consideration either for entering into this Agreement or other matter relating to this Agreement

20 CONFIDENTIALITY

The existence and all terms and conditions of this Agreement are confidential to the Generator and Operator, and shall not be disclosed to any third party without the other Party's prior written consent, save and except to their respective officers, employees or as required by law on a need to know basis. The confidentiality obligation under this Agreement shall exist during the term of this Agreement and for a period of three (3) years from the expiry of this Agreement.

21 LIMITATION OF LIABILITY

In no event Operator shall be liable for any incidental, punitive, indirect, special or consequential damages, losses, costs, expenses and liabilities (including, but not limited to, loss of profits, expenses of operation, down time, damages to property)

22 NONWAIVER AND BINDING EFFECT

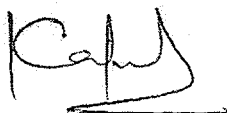
The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of its rights hereunder shall not be construed as a waiver of any such rights, but the same shall continue in full force and effect.

23 NON-ASSIGNMENT

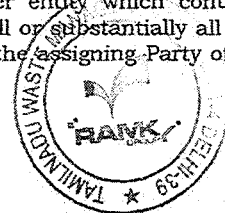
Neither Party may assign any of its rights or duties under this Agreement except with written consent of the other Party, which consent will not unreasonably be withheld provided, however, that, without such consent Operator may make such assignment (i) to a continuing wholly-owned subsidiary of Operator or of a corporation or other entity which controls Operator, (ii) in connection with a corporate merger or the sale of all or substantially all the assets of Operator. No assignment of this Agreement shall relieve the assigning Party of its obligations under this Agreement.

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For Shivam Textile Processors




Proprietor



24 INTERPRETATION

Both Parties acknowledge that they have had the opportunity to seek the advice of legal counsel as they have considered necessary in connection with this Agreement. This Agreement shall be deemed to have been negotiated, drafted, edited and reviewed by the Parties together, and therefore, no provision arising directly or indirectly herefrom shall be construed against any Party as being drafted by said Party.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the day, month and year first above written.


For Name of Generator

Shyam Textile Processors
Kapil
Proprietor

Kapil Khandelwal
Name:
Designation: Proprietor

For Tamil Nadu Waste Management Ltd

[Signature]
Name:
Designation:



In the Presence of

Rajesh

Name: Rajesh
Designation: Ward

Shiv Prakash
Name: Shiv Prakash
Designation: Glass cutter

In the Presence of

Name:
Designation:

Name:
Designation:

**ANNEXURE A
(Compulsory)**

Treatment Storage & Disposal Facility for Hazardous Waste

1. USER CHARGES:

The GENERATOR shall pay User Charges as per applicable base rate provided below & the final quotation submitted by the Operator based on the waste characteristics as per Comprehensive Analysis Report (Assessment year 2021-22).

a) Direct Landfill Charges: Per MT

Direct Disposal into Landfill: Rs.1,395/

b) Landfill After Treatment Charges: Per MT

Treatment & Disposal into Landfill: Rs 2,936/

c) Incineration Charges: per MT

Incineration& Disposal into Landfill: Rs 17,991/

2. A flat escalation @ 7% in user fees shall be considered per annum for the calculation of user fees and the same shall be revised accordingly every year w.e.f.

3. TRANSPORTATION CHARGES:

a.) Transportation cost for collection of waste from industries within 20 km from TSDF is included in the user charges

b.) Transportation cost for collection of hazardous waste beyond 20 km, additional cost in addition to disposal charges will be calculated using following formula= $(D*2*P*X) / (A*C)Waste$

Transport Charges: T KM

Where:

D: Additional distance travelled by the vehicle beyond 20 km

P: Price of Diesel will be the price on first day of every month

X: Quantity of Hazardous waste collected & transported from individual industry

A: Distance travelled by a vehicle (Km) in one liter

C: Carrying capacity of the vehicle

4. POST CLOSURE AND EMERGENCY MAINTENANCE CHARGES

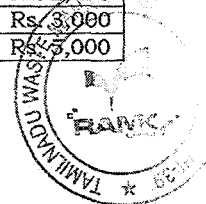
An amount equal to 10% of the user charges payable will be charged additional by the Operator to the Generator for payment into a special account designated as "Post Closure and Emergency Maintenance Account". The account will be in the name of Delhi State Industrial and Infrastructure Development Corporation Ltd. (DSIIDC) and will be operated by DSIIDC for post closure monitoring and emergency operations.

5. Annual Membership Fees (Compulsory)

S. No	Annual Turnover/capital Investment	Fees
1	Below 25 lakh	Rs. 2,000
2	25 lakh to 1 crore	Rs. 3,000
3	1 crore and above	Rs. 5,000

For Safety Hazards Processors

[Signature]



6. Minimum Monthly Commitment Charge (MMCC) (Compulsory)

The Generator as per the "Monthly Waste Generation as declared in the annual form submitted to DPCC or Actual waste generation whichever is higher will be considered in the Slab" has to pay the advance MMCC to the Operator in the following manner:

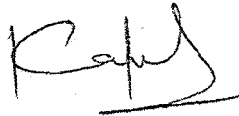
- a. At the time of signing the Membership Agreement an advance of 3 month MMCC calculated based on the tipping fee calculated against the 'Monthly Waste Generation as declared in the annual form submitted to DPCC or Actual waste generation whichever is higher'. MMCC is the minimum charges to be paid by the generator to the operator for the month.
- b. The Generator is required to maintain the advance MMCC in case of any shortfall.
- c. This MMCC shall be reviewed every 3 months.

Note:

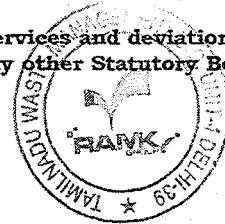
- The amount is non-refundable and is adjustable against waste supply in the event members desire to withdraw membership or as per Clause in the Agreement.
- Services shall be provided only after payment of AMC & MMCC
- This amount shall be adjusted against every month User Charges invoices or in a period of one financial year.
- In the event, for whatsoever reason, if the GENERATOR is unable to utilize the facility services for a particular month/period

The Generator is expected to pay these charges based on the optional services and deviation in case of any desired and/or implied fit for disposal as per CPCB/PCB/Any other Statutory Body norms.

For Shivam Textile Processors



Proprietor



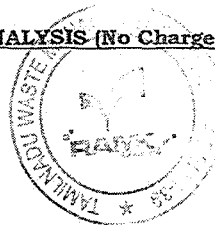
Annexure B

1) PARAMETERS TO BE ANALYZED FOR COMPREHENSIVE ANALYSIS OF WASTE (either by the generator from CPCB approved lab or by the operator at the cost of Generator, as mutually agreed :

- Physical State: (Liquid/ Slurry/ Sludge/ Semi-solid/Solid: Inorganic, Organic, Metallic)
- Different Phases: (in cases of Solid / Slurries / Sludge) contained in aqueous liquids/solutions
- Colour and Texture
- Specific Gravity
- Viscosity
- Calorific Value
- Flash Point
- % Moisture content (Loss on ignition at 105oC)
- % Organic Content (Loss on ignition at 550oC)
- Paint Filter Liquid Test (PFLT)
- PH
- Sulphur (elemental)
- 24 hour Leaching Procedure
- Reactive Cyanide (PPM)
- Total Cyanide
- Reactive Sulphide (ppm)
- Sulphur elemental
- Concentration of individual inorganics (Metals), both total and leachable, specific parameters to be determined based on source of waste
- Oil and Grease
- Extractable Organics
- % Carbon, % Nitrogen, % Sulphur, % Hydrogen
- Concentration of Individual Organics
- TCLP for identified parameters
-

2) PARAMETERS TO BE ANALYZED FOR FINGER PRINT ANALYSIS (No Charge):

- Physical State of the WASTE
- Identification of different phases of WASTE
- Colour and Texture
- Specific Gravity
- Viscosity
- Flash Point
- % Moisture content (Loss on ignition at 105°C)
- % Organic Content (Loss on ignition at 550°C)
- Paint Filter Liquid Test (PFLT)
- Liquid Release test
- pH
- Reactive Cyanide (PPM)
- Reactive Sulphide (ppm)



For Shivam Textile Processors

Kalyan
Proprietor

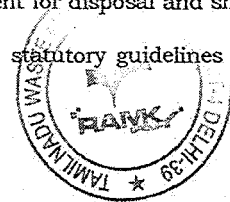
Annexure C

TAXES / LEVIES:- All Government / Municipal / Panchayat Taxes / Duties/ Levies/ Octroi / Tolls etc, as applicable from time to time, shall be payable as applicable, by the Generator.

❖ **Terms & Conditions:**

- This membership is valid as long as the Generator is in good standing with the Operator and has continued valid authorization from SPCB.
- The MMCC is nonrefundable and adjustable deposit.
- This TSDF shall accept only hazardous wastes as defined in the agreement for disposal and shall not accept radioactive wastes.
- Acceptance of wastes is dependent on the fulfillment of regulatory and statutory guidelines for operations of TSDF issued from time to time.

By *[Signature]*
Proprietor

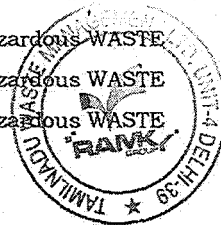


DECLARATION

We _____, hereby declare that based on our industry production and our annual projections we shall be disposing the following Hazardous Waste types to the TSDF. (Add sheets could be used for multiple waste types)

- The Avg. Yearly generation of Hazardous Waste is expected as follows.
 1. Avg. _____ MT per year of _____ type of Hazardous WASTE
 2. Avg. _____ MT per year of _____ type of Hazardous WASTE
 3. Avg. _____ MT per year of _____ type of Hazardous WASTE
- Avg. monthly generation of Hazardous Waste is expected as follows.
 1. Avg. _____ MT per year of _____ type of Hazardous WASTE
 2. Avg. _____ MT per year of _____ type of Hazardous WASTE
 3. Avg. _____ MT per year of _____ type of Hazardous WASTE

-
- The Total accumulated/stored/buried in pits Hazardous Waste is approximately as follows:
 1. Avg. _____ MT per year of _____ type of Hazardous WASTE
 2. Avg. _____ MT per year of _____ type of Hazardous WASTE
 3. Avg. _____ MT per year of _____ type of Hazardous WASTE



Per Shivam Textile Processors

FOR

Rajesh

Proprietor

Authorized Signatory

The Generator, the Second Part.

Witness:

Name: Rajesh
Company/Occupation: _____
Designation: owner

Sign:

Rajesh

Witness:

Name: Shiv Prakash
Company/Occupation: _____
Designation: glass cutter

Sign:

Prakash

PNC DELHI INDUSTRIALINFRA PVT. LTD. (A CONCESSIONAIRE OF DSIIDC LTD.)

(Pursuant to the provisions of Concession Agreement executed between DSIIDC and PNC Delhi Industrialinfra Pvt. Ltd. on 19.07.2011)



**Tax Invoice
CETP Charge**

Address : DSIIDC Administrative Block Building, Sector-J
Narela Industrial Estate, New Delhi - 110040

Delhi Industrialinfra Pvt. Ltd. GSTIN : 07AAGCP1014L1ZK STATE : DELHI CODE : 07

SHIVAM TEXTILE PROCESSORS Mr KAPIL KHANDELWAL DSIIDC Industrial. Complex Narela, Delhi-40 (DYEING) Status : Occupied Phone : 0 Mobile : 9810109092 Mail-Id : GSTIN:07AAJPK5291J1ZC STATE:DELHI CODE:07	Consumer-ID (Kno)	*1002628*		
	Tarif-Code	10 - Catagory-C		
	Block	B	Tax Invoice Number	
	Plot-No	2528	C/24-25/262200	
	Acquired Area	250.00 Sqm	Period: 1.0 Month(s)	
	Period	1.0 Month(s)	1-Jan-25	31-Jan-25
	Bill-Date	3-Jan-25	Due-Date	31-Jan-25

*Perd 1100/-
17/1/25*

Current Bill Components	Rate (₹)	Amount (₹)	Arrear & Surcharge	Amount (₹)
1. CETP Charges	3.00 /Sqm	750.00	8. Last Arrear Amount	44708.00
2. Fix Charges			9. Last Surcharge	0.00
3. Service Charge			10. Current Surcharge(31/31 Days)	683.48
4. Sundry Amount		0.00		
5. Adjustment Amount		0.00		
6. Rebate / Discounts				
SGST Amount (HSN/SAC-Code : 999411)	6.00 %	86.01		
CGST Amount	6.00 %	86.01		
7. Total GST Amount (Including GST on Current Surcharge)		172.02		
Current Bill Amount (1 to 7)		922.02	Total Bill Amount (1 to 10)	46313.00

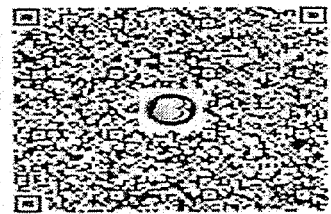
Last 12 Payments History			E & O E	
Date	Amount	Receipt & Bill Number	(Checked By)	(Authorized By)
21-Dec-24	1100.00	RC241221283369 - C/24-25/256401	IRN:992183a77147dfa47d10b691f70eaa6c3e3b986915f6502078964d74 ACK:172516561777065 Date:03-Jan-25	
15-Nov-24	1100.00	RC241115280408 - C/24-25/250617		
11-Nov-24	1000.00	RC241111280173 - C/24-25/250617		
18-Sep-24	1000.00	RC240918276364 - C/24-25/243552		
16-Aug-24	1000.00	RC240816274147 - C/24-25/237765		
19-Jul-24	1000.00	RC240719272533 - C/24-25/231978		
17-Jun-24	1400.00	RC240617270545 - C/24-25/226014		
28-May-24	1400.00	RC240528269182 - C/24-25/220415		
26-Apr-24	1400.00	RC240426265009 - C/24-25/214399		
27-Mar-24	1400.00	RC240327262081 - C/23-24/208021		
24-Feb-24	1400.00	RC240224259014 - C/23-24/202200		
29-Jan-24	1400.00	RC240129256355 - C/23-24/196470		

T & C

(a) Cash counter is at our above office address ,remains open on Monday to Saturday from 10 AM to 5 PM.
 (b) For billing queries you may visit our office or call on Help Line Number : 011-27784058.
 (c) Kindly issue Cheques/DD/PO in favour of DSIIDC Ltd. - Narela CETP.
 (d) Cheque Payment is subject to realization.
 (e) Interest @ 18% per annum will be applicable after Due Date.
 (f) Please ignore arrears if already paid.
 (g) All disputes are subject to exclusive jurisdiction of Delhi Courts Only.
 (h) For any complaints write to complaint@pncnarela.com or log on to our website www.pncnarela.com

Note : (a) As per Hon'ble NGT order throwing/burning of garbage and discharging untreated waste into SW drains is strictly prohibited.
 (b) Kindly save PNC Whatsapp Number 8800997724 for sending Water Meter Reading and receiving Bills PDF and other informations.

(c)Scan QR Code for Payment.After Payment please send your payment details with Plot No.on PNC Whatapp No. 8800997724 for updation payment records.



PNC DELHI INDUSTRIALINFRA PVT. LTD. (A CONCESSIONAIRE OF DSIIDC LTD.)

(Pursuant to the provisions of Concession Agreement executed between DSIIDC and PNC Delhi Industrialinfra Pvt. Ltd. on 19.07.2011)

Tax Invoice

CETP Charge

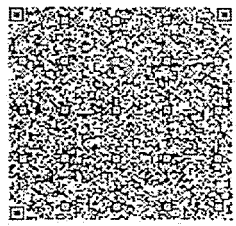
Address : DSIIDC Administrative Block Building , Sector-J

Narela Industrial Estate, New Delhi - 110040

Delhi Industrialinfra Pvt. Ltd. GSTIN : 07AAGCP1014L1ZK STATE : DELHI CODE : 07

SHIVAM TEXTILE PROCESSORS Mr KAPIL KHANDELWAL DSIIDC Industrial. Complex Narela, Delhi-40 (DYEING) Status : Occupied Phone : 0 Mobile : 9810109092 Mail-Id : GSTIN:07AAJPK5291J1ZC STATE:DELHI CODE:07	Consumer-ID (Kno)	*1002628*		
	Tariff-Code	1002628		
	Tariff-Code	10 - Category-C		
	Block	B	Tax Invoice Number	
	Plot-No	2628	C/24-25/267996	
	Acquired Area	250.00 Sqm		
	Period: 1.0 Month(s)	1-Feb-25	28-Feb-25	
Bill-Date	3-Feb-25	Due-Date	28-Feb-25	

Current Bill Components	Rate (₹)	Amount (₹)	Arrear & Surcharge	Amount (₹)
1. CETP Charges	3.00/Sqm	750.00	8. Last Arrear Amount	45213.00
2. Fix Charges			9. Last Surcharge	0.00
3. Service Charge			10. Current Surcharge(28/28 Days)	624.31
4. Sundry Amount		0.00		
5. Adjustment Amount		0.00		
6. Rebate / Discounts				
SGST Amount (HSN/SAC-Code : 999411)	6.00 %	82.46		
CGST Amount	6.00 %	82.46		
7. Total GST Amount (Including GST on Current Surcharge)		164.92		
Current Bill Amount (1 to 7)		914.92	Total Bill Amount (1 to 10)	46752.00

Last 12 Payments History			E & O E	
Date	Amount	Receipt & Bill Number	(Checked By)	(Authorized By)
18-Jan-25	1100.00	RC250118285465 - C/24-25/262200	IRN:9140188cdaafb44b23fc79b6ab4ab46f9a7c6a2ecd6f178be5874d7c ACK:172516764735408 Date:03-Feb-25 	
21-Dec-24	1100.00	RC241221283369 - C/24-25/256401		
15-Nov-24	1100.00	RC241115280408 - C/24-25/250617		
11-Nov-24	1000.00	RC241111280173 - C/24-25/250617		
18-Sep-24	1000.00	RC240918276364 - C/24-25/243552		
16-Aug-24	1000.00	RC240816274147 - C/24-25/237765		
19-Jul-24	1000.00	RC240719272533 - C/24-25/231978		
17-Jun-24	1400.00	RC240617270545 - C/24-25/226014		
28-May-24	1400.00	RC240528269182 - C/24-25/220415		
26-Apr-24	1400.00	RC240426265009 - C/24-25/214399		
27-Mar-24	1400.00	RC240327262061 - C/23-24/208021		
24-Feb-24	1400.00	RC240224259014 - C/23-24/202200		

T & C

(a) Cash counter is at our above office address ,remains open on Monday to Saturday from 10 AM to 5 PM.

(b) For billing queries you may visit our office or call on Help Line Number : 011-27784058.

(c) Kindly issue Cheques/DD/PO in favour of DSIIDC Ltd. - Narela CETP.

(d) Cheque Payment is subject to realization.

(e) Interest @ 18% per annum will be applicable after Due Date.

(f) Please ignore arrears if already paid.

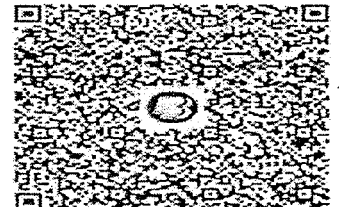
(g) All disputes are subject to exclusive jurisdiction of Delhi Courts Only.

(h) For any complaints write to complaint@pncnarela.com or log on to our website www.pncnarela.com

Note : (a) As per Hon'ble NGT order throwing/burning of garbage and discharging untreated waste into SW drains is strictly prohibited.

(b) Kindly save PNC Whatsapp Number 8800997724 for sending Water Meter Reading and receiving Bills PDF and other informations.

(c) Scan QR Code for Payment. After Payment please send your payment details with Plot No. on PNC Whatapp No. 8800997724 for updation payment records.





FORM 1

(See rule 7 of the E (P) Rules, 1986)

Notice of intention to have sample analyzed

To,
Shivam Textile Processers
B-2628, DSIIDC, Narela
Indus. Area, Delhi-110040

ETP-

Take this notice that it is intended to have analyzed the samples of Waste-water


..... which has been taken today, the 26
 day of April 2024 from M/S Kapil Khandelwal /
Gaurav Khandelwal

(Name and designation of the person who takes the sample).

Dr. Mohit Kumar, RA-I
NIT Delhi

Locations of the place where the sample were taken.

- 1) ETP Inlet
- 2) 4 Outlet

 डॉ. कपिल कुमार / Dr. Kapil Kumar
 सहायक प्राध्यापक / Assistant Professor
 वास्तव्य अभियंता विभाग / Department of Civil Engineering
 राष्ट्रीय प्रौद्योगिकी संस्थान दिल्ली
 National Institute of Technology Delhi
 पता: ए. ए. रोड, ए. ए. 1, ए. ए. रोड, दिल्ली-110028
 फोन नं. ए. ए. 2, ए. ए. 1, ए. ए. रोड, दिल्ली-110028

(Duplicate samples were given to the unit)

(SEAL)

DATE

26/04/24

Signature:

Name:

Designation:

Kapil Kumar
26/04/24

Dr. Kapil Kumar

Assistant Prof.

M:9810109092

9810063233

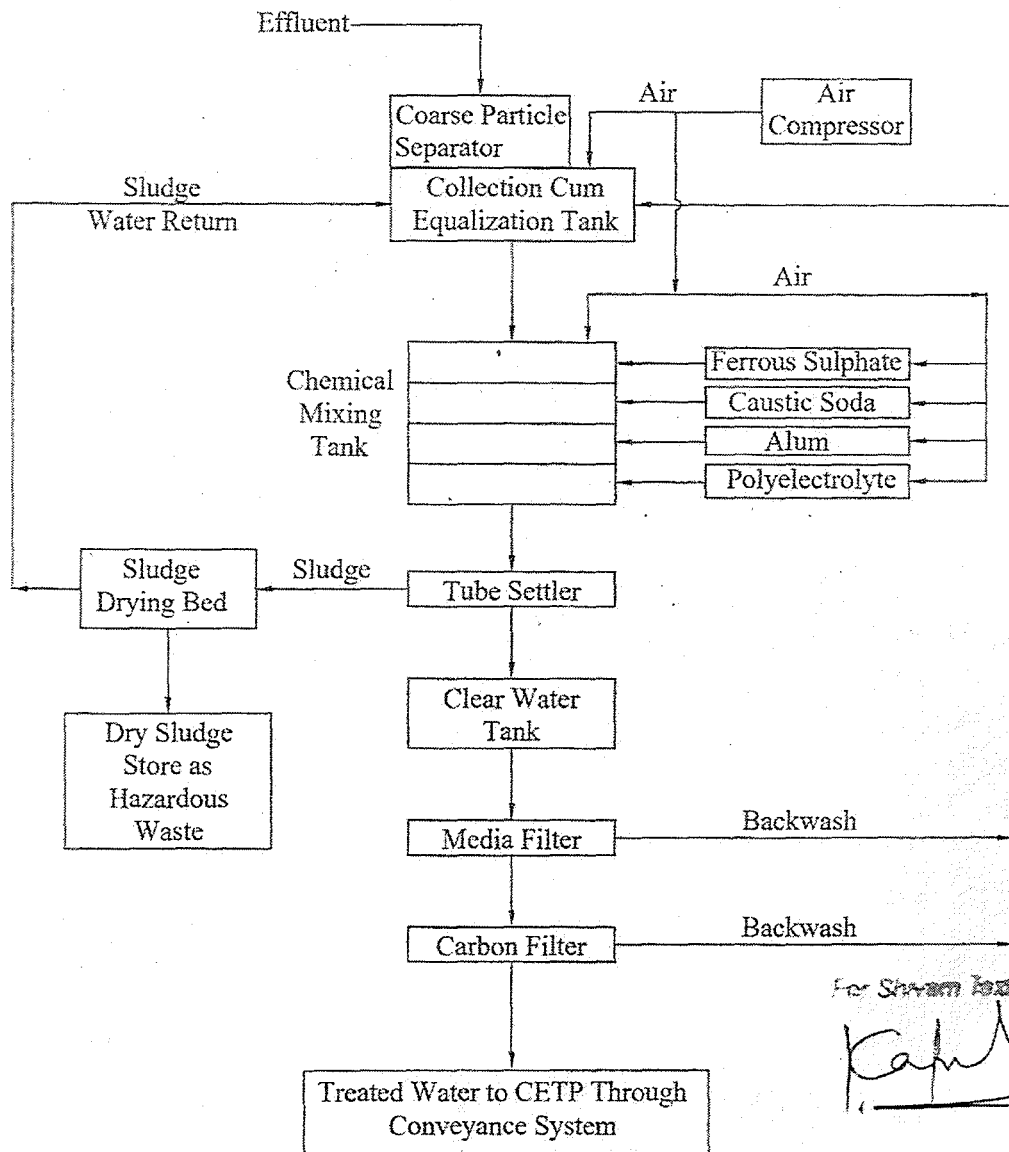
SHIVAM TEXTILE PROCESSORS

B-2628, DSIDC, Narela Industrial Area,

Delhi-110040

E-mail: kapilkhandelwal312@gmail.com

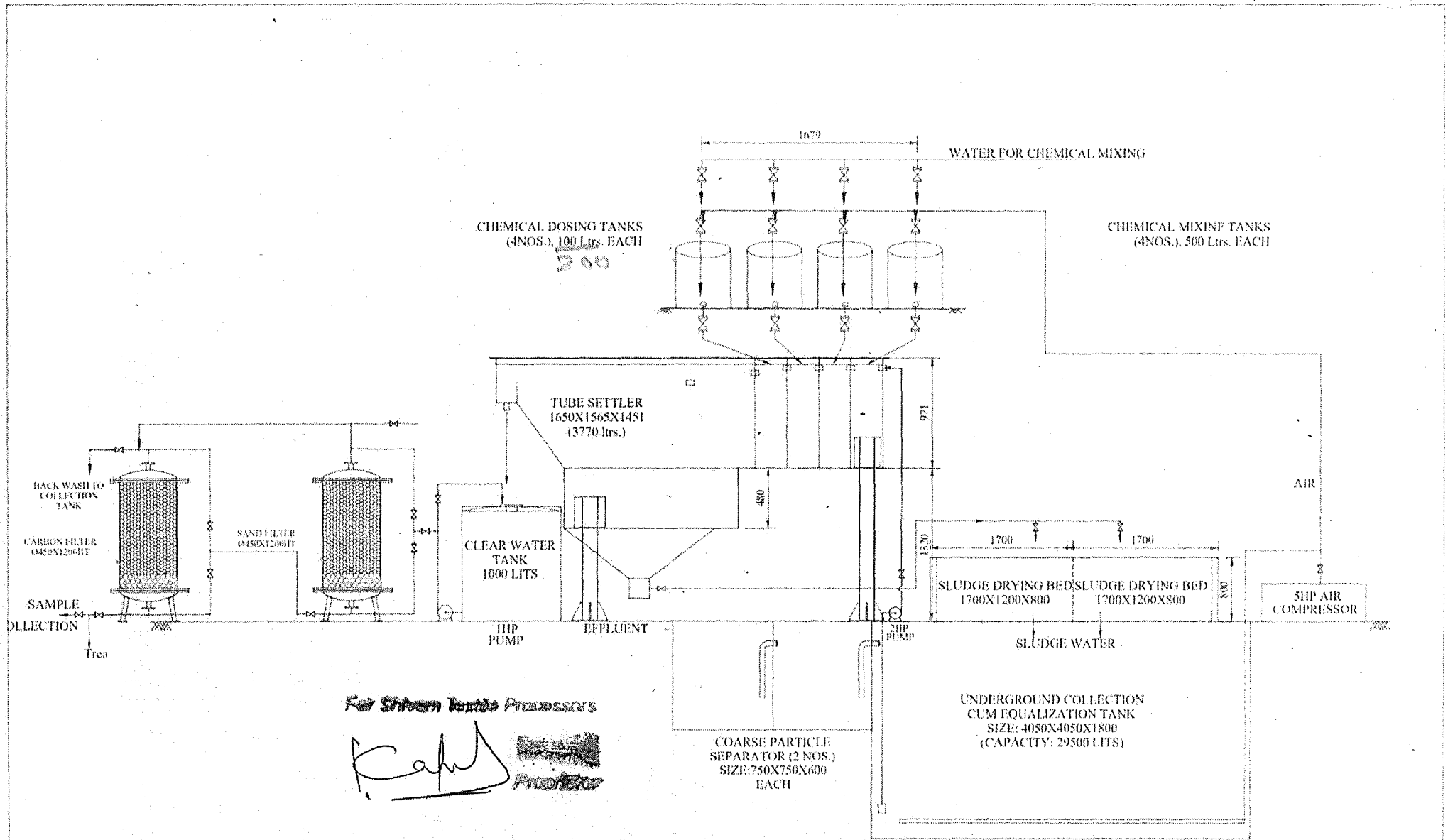
ETP Process Flow Chart



For Shivam Textile Pvt.

Kapil

Project



For Shivam Textile Processors
Kan

DIMENSIONS ARE IN MM
EFFLUENT TREATMENT PLANT FOR
M/S SHIVAM TEXTILE PROCESSORS
B-2628, DSHDC INDUSTRIAL AREA,
NARELA, DELHI-110040

M.:9810109092
9810063233

SHIVAM TEXTILE PROCESSORS

B-2628, DSIDC, Narela Industrial Area,
Delhi-110040

E-mail:kapilkhanelwal312@gmail.com

WATER CONSUMPTION & EFFLUENT GENERATION:

Source of Water: Supply Water from PNC, tanker water from CETP and reuse of self ETP treated water.

Use of Water:

Washing & Dyeing	12000 lits/day
Domestic use	400 lits/day
Total	12400 lits/day

Source of Pollution

In the above process, waste water is generated mostly from the process of Fabric Dyeing & Washing. This waste water containing suspended and dissolved contaminants are treated in ETP and treated water is drained after passing through media filter & carbon filter to arrest any micro particles. Sludge is collected, dried & stored in sealed impervious bags for subsequent disposal.

Quantification of the Effluent

The estimated quantity of effluent generated that requires treatment is given below:

Description of Waste Water	Quantity in liters/Day
Industrial	10000 lits/day
Domestic	250 lits/day

Total average industrial waste water generated is 10000 liters/day on the basis of 8 hours operation. Entire waste water reaching to ETP is from the above mentioned sources only.

For Shivam Textile Processors
Kapil
Director

SHIVAM TEXTILE PROCESSORS

B-2628, DSIDC, Narela Industrial Area,
Delhi-110040

E-mail:kapilkhanelwal312@gmail.com

1.0 EFFLUENT TREATMENT SYSTEM & PROCESS UNITS:

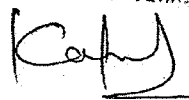
The effluent generated from textile dyeing & washing is passed through coarse particles removal tank & collected into the collection cum equalization tank. The effluent from the collection cum equalization tank is pumped to the reaction tanks. The tank is equipped with air agitation system for mixing of the chemicals added to the effluent water. The chemicals added for this purpose include ferrous sulphate, caustic soda, alum and polyelectrolyte.

The chemicals are mixed separately in separate holding tanks and are added into the corresponding reaction tank as an aqueous solution to achieve proper control over the addition. The treated effluent enters into the settling tank (tube settler) in which sufficient retention time is provided to settle the sludge. Clear water over flows to clear water tank & pumped to pressure sand filter & carbon filter. From carbon filter, the finally treated water is discharged to the sewer. The settled solids in the settling chamber is allowed to flow to sludge drying beds for dewatering and the dewatered sludge is packed in plastic bags and stored in a container designed for the purpose.

The clear filtrate from the sludge drying bed is returned to the effluent collection tank for further treatment.

Effluent Treatment Plant Process Units:

Type of Treatment	:	Physico Chemical and Continuous Type
Working Hours per (day)	:	8 hours
Average Waste Water Discharge	:	10000 liters/day
Capacity of the Plant	:	16000 liters/day

For Shivam Textile Processors

 Proprietor

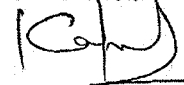
SHIVAM TEXTILE PROCESSORSB-2628, DSIDC, Narela Industrial Area,
Delhi-110040E-mail:kapilkhandelwal312@gmail.com**VARIOUS PROCESS UNITS OF THE EFFLUENT TREATMENT PLANT
AND****THEIR ADEQUACY:**

- Coarse Particle Removal Tank
- Collection Cum Equalization Tank
- Chemical Dosing Tank
- Chemical Mixing Tank
- Settling Tank (Tube Settler)
- Clear Water Tank
- Pressure Sand Filter
- Carbon Filter
- Sludge Drying Bed
- Effluent Transfer Pump
- Air Compressor
- Filter Feed Pump

5.1 Detail Specifications**Coarse Particle Removal Tank:**

Sr. No.	Description	Details
1	Number of units	2
2	Size	0.75x0.75x0.60 m. each
3	Total volume	675 Itrs
4	Purpose	Removal of coarse particles
5	Material of Construction	Brick Masonry

For Shivam Textile Processors



Proprietor

SHIVAM TEXTILE PROCESSORSB-2628, DSIDC, Narela Industrial Area,
Delhi-110040

E-mail:kapilkhanelwal312@gmail.com

Collection cum Equalization Tank:

Sr. No.	Description	Details
1	Number of unit	1
2	Number of Compartment	1
3	Size:	4.05x4.05x1.80 m.
4	Capacity	36450 ltrs
5	Discharge of Effluent	10000 liters/day
6	Material of Construction	Brick Masonry

Chemical Dosing Tank:

Sr. No.	Description	Details
1	Number of units	4
2	Size	200 liters each
3	Total volume	200 liters each
4	Purpose	Preparation of Chemical Solution
5	Material of Construction	PVC (Plastic)

Chemical Mixing Tank:

Sr. No.	Description	Details
1	Number of unit	4
2	Capacity	500 liters each
3	Detention Time	10 min
4	Placement	Elevated
5	Purpose	Mixing of Effluent
6	Material of Construction	PVC (Plastic)

Settling Tank (Tube Settler):

Sr. No.	Description	Details
1	Number of unit	1
2	Size	1.65x1.565x1.451
3	Capacity	3.95 KL
4	Detention Time	3.16 hrs
5	Purpose	Settling of Effluent
6	Material of Construction	M.S. + FRP

ICW
Shivam Textile Processors

SHIVAM TEXTILE PROCESSORSB-2628, DSIDC, Narela Industrial Area,
Delhi-110040

E-mail:kapilkhanelwal312@gmail.com

Pressure Sand Filter:

Sr. No.	Description	Details
1	Number of unit	1
2	Number of Compartment	1
3	Size	0.45 m. dia x 1.20 m. ht.
4	Cross Section Area	0.159 m ²
5	Filtration Rate	7.86 m ³ /m ² /hr
6	Purpose	Removal of fine particles
7	Material of Construction	M.S.

Carbon Filter:

Sr. No.	Description	Details
1	Number of unit	1
2	Number of Compartment	1
3	Size	0.45 m. dia x 1.20 m. ht
4	Cross sectional area of Filter	0.159 m ²
5	Filtration Rate	7.86 m ³ /m ² /hr
6	Purpose	Removal of fine settle-able particles.
7	Material of Construction	M.S.

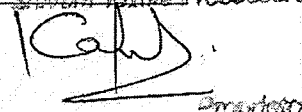
Sludge Drying Bed:

Sr. No.	Description	Details
1	Number of unit	2
2	Size	1.70x1.20x0.805 m. each
3	Capacity	1632 liters/bed
4	Operation	Filtration of sludge by gravity
5	Cleaning	Manual
6	Purpose	Sludge filtration
7	Material of Construction	Brick Masonry

Clear Water Tank:

Sr. No.	Description	Details
1	Number of units	1
2	Capacity	1000 liters each
3	Purpose	To store clear water
4	Material of Construction	Plastic

Shivam Textile Processors



SHIVAM TEXTILE PROCESSORSB-2628, DSIDC, Narela Industrial Area,
Delhi-110040E-mail:kapilkhandelwal312@gmail.com**Effluent Transfer Pump:**

Sr. No.	Description	Details
1	Number of unit	1
2	Power of Motor	2 HP
3	Purpose	Transfer of effluent to collection tank
4	Material of Construction	C.I.

Filter Feed Pump:

Sr. No.	Description	Details
1	Number of unit	1
2	Power of Motor	1.00 HP
3	Purpose	To feed the clear water into carbon filter
4	Material of Construction	C.I.

Air Compressor:

Sr. No.	Description	Details
1	Number of unit	1
2	Power of Motor	5.00 HP
3	Purpose	To mix the effluent
4	Material of Construction	M.S.

For Shivam Textile Processors

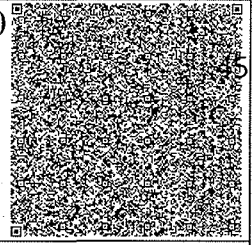


Proprietor



RE SUSTAINABILITY IWM SOLUTIONS LIMITED (DELHI -TSDF)
(Formerly Known As Tamilnadu Waste Management Ltd)

Plot No:1, Sector.5, Bawana, Near Western Yamuna Canal
 New Delhi,110039 Ph: 8005939581,
 Email-ID:delhitnwml.tsdf@resustainability.com
 CIN: U74140TG2002PLC039702



TAX INVOICE

IRN No : 60db199c1320812c3999d8dc359b2e39b54ab3f0b3ea39569f583cc755557c5b

IRN Acknowledgement No : 172416327934487

Acknowledgement Date & Time : 30-11-2024/12:32:00

GSTIN : 07AABCT7933K1ZZ PAN No:AABCT7933K	E Way Bill No :
Document No. : 9300148896	Transporter Name :
Invoice Date : 30.11.2024	Transport GSTIN :
GSTIN Invoice No. : TN2420001509	Vehicle Number : Vehicle Type :
Member ship No : 79	GR/LR number : GR/LR Date :
State: Delhi State Code : 07	E Way Bill Validity :-
Customer Id : 1104436	Place of Supply : N/A

Details of Receiver Billed To :1104436 PAN.No:AAJPK5291J	Details of Shipped To :1104436 PAN.No:AAJPK5291J
Name: Shivam Textile Processors, Address: B-2628, DSIIIDC, Narela Industrial Area, North Delhi Delhi,110040 Delhi,India	Name: Shivam Textile Processors, Address: B-2628, DSIIIDC, Narela Industrial Area, North Delhi Delhi,110040 Delhi,India
GSTIN/UIN : 07AAJPK5291J1ZC TAN No:	GSTIN/UIN : 07AAJPK5291J1ZC TAN No:
State: Delhi State Code: 07	State: Delhi State 07

Type of Service	Waste:
Billing Period	November-2024
PO/WO Number.	

SL. No	Name of Product/Service	HSN/SAC	UOM	Qty.	Rate	Amount	Taxable Value	CGST		SGST		IGST	
								Rate %	Amount	Rate %	Amount	Rate %	Amount
1	Membership Fees	999432	EA	1.000	3,000.00	3,000.00	3,000.00	9.00	270.00	9.00	270.00	0.00	0.00
Total :						3,000.00	3,000.00	270.00		270.00		0.00	

Total Invoice Amount in Words: Three Thousand Five Hundred Forty Rupees only	Total Amount Before Tax : 3,000.00
	Add : CGST : 270.00
	Add : SGST : 270.00
	Add : IGST : 0.00
	Tax Amount : GST : 540.00
	TCS # : 0.00
	Total Amount After Tax : 3,540.00
	Round Off : 3,540

Bank Name, Branch : AXIS BANK LTD	GST Payable on Reverse Charge : N/A
Current Account Number : 921020005151158	CGST On Rev. Charges Mechanism : N/A
IFSC : UTIB0002684	SGST On Rev. Charges Mechanism : N/A
Terms and Conditions : As per Agreement # TCS as applicable w.e.f. 01.10.2020	(Company Seal) Certified that the particulars Given above are true and correct.

Remarks:

This is a Computer Generated Invoice

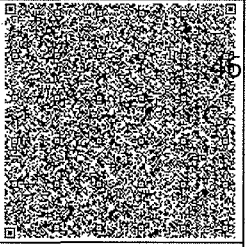
Declaration:
1) Payments shall be made 100% advance

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RE SUSTAINABILITY IWM SOLUTIONS LIMITED (DELHI -TSDF)
(Formerly Known As Tamilnadu Waste Management Ltd)

Plot No:1, Sector.5, Bawana, Near Western Yamuna Canal
New Delhi,110039 Ph: 8005939581,
Email-ID:delhitnwml.tsdf@resustainability.com
CIN: U74140TG2002PLC039702



ORIGINAL


TAX INVOICE

IRN No : 60db199c1320812c3999d8dc359b2e39b54ab3f0b3ea39569f583cc755557c5b

IRN Acknowledgement No : 172416327934487

Acknowledgement Date & Time : 30-11-2024/12:32:00

- 2) Payment should be made in favor of M/s. Re Sustainability IWM Solutions Ltd. payable at Bawana, Delhi
- 3) Any applicable current future Govt. levies are payable by you.
- 4) Any clarification on the invoice shall be raised within 24 hours from the date of invoice, else it will be treated as confirmed invoice.
- 5) The membership in valid for one year from the date of agreement and has to be renewed annually after payment of membership charges

Digitally Signed by  R. AJAY KISHOR
PROJECT MANAGER
Date:30.11.2024 Time :12:34:20 IST

PNC DELHI INDUSTRIALINFRA PVT. LTD. (A CONCESSIONAIRE OF DSIIDC LTD.)									
(Pursuant to the provisions of Concession Agreement executed between DSIIDC and PNC Delhi Industrialinfra Pvt. Ltd. on 15.07.2011)									
Bill of Supply									
Water Charge									
Address : DSIIDC Administrative Block Building , Sector-J									
Narela Industrial Estate, New Delhi - 110040									
Delhi Industrialinfra Pvt. Ltd. GSTIN : 07AAGCP1014L1ZK STATE : DELHI CODE : 07									
SHIVAM TEXTILE PROCESSORS Mr KAPIL KHANDELWAL DSIIDC Industrial. Complex Narela, Delhi-40 (DYEING) Status : Occupied Phone : 0 Mobile : 9810109092 Mail-Id : GSTIN:07AAJPK5291J1ZC STATE:DELHI CODE:07					Consumer-ID (Kno)	*1002628*			
					Tariff-Code	30 - COMMERCIAL/INDUSTRIAL (CATEGORY-II)			
					Block	B	Bill-Number		
					Plot-No	2628	W/24-25/08T229		
					Acquired Area	250.00 Sqm			
					Meter-No	1329362			
					Meter-Status	OK	Bill-Basis	METER-UNIT	
Bill-Date	10-Jan-25	Due-Date	31-Jan-25						
Previous Date	Present Date	Bill Period	Previous Reading	Present Reading	Metered (Units) K.Lt	Assessment (Units) K.Lt	Adjustment (Units) K.Lt		
31-Dec-24	31-Jan-25	1.0 Month(s)	450	465	15	0	0		
Bill Components				Rate (₹)	Amount (₹)	Total Consumption (Units)			
(Slab1) 0000-0006 : 000006.00 X 017.570 /KLT. = 0000105.42						15			
(Slab2) 0006-0015 : 000009.00 X 026.350 /KLT. = 0000237.15						635.69			
Water CESS				0.02 /KLT	0.30	Current Bill Amount			
Service Charge				292.82 /Month	292.82	Last Arrear Amount			
Sewage Maintenance Charges						Last Surcharge			
Sundry Amount					0.00	0.00			
Adjustment Amount					0.00	Current Surcharge(0/0 Days)			
Rebate / Discounts						0.00			
Total Amount					635.69	Total Bill Amount			
Total Bill Amount					636.00	636.00			
HSN-Code				2201					
Last 12 Payments History				E & O E					
Date	Amount	Receipt & Bill Number		Scan QR Code for Payment.					
18-Dec-24	1069.00	RW241218283144 - W/24-25/084024							
14-Nov-24	609.00	RW241114280395 - W/24-25/082811							
19-Oct-24	999.00	RW241019278403 - W/24-25/080401							
18-Sep-24	1518.00	RW240918276363 - W/24-25/078673							
1-Jul-24	3868.00	RW240701271736 - W/24-25/072655							
17-Jun-24	1895.00	RW240617270543 - W/24-25/072655							
28-May-24	1034.00	RW240528269181 - W/24-25/071300							
24-Apr-24	964.00	RW240424264566 - W/24-25/069233							
27-Mar-24	557.00	RW240327262083 - W/23-24/067171							
23-Feb-24	557.00	RW240223258781 - W/23-24/064720							
29-Jan-24	1175.00	RW240129256358 - W/23-24/062814							
29-Dec-23	1104.00	RW231229254237 - W/23-24/060387							
T & C				Water Usage History (Units K.Ltr.)					
(a) Cash counter is at our above office address ,remains open on Monday to Saturday from 10 AM to 5 PM.				Month	Units	Month	Units		
(b) For billing queries you may visit our office or call on Help Line Number : 011-27784058.				Jan	15.000	Jul	19.000		
(c) Kindly issue Cheques/DD/PO in favour of DSIIDC Ltd. - Narela Water.				Feb	12.000	Aug	34.000		
(d) Cheque Payment is subject to realization.				Mar	12.000	Sep	26.000		
(e) Interest @ 18% per annum will be applicable after Due Date.				Apr	16.000	Oct	17.000		
(f) Please ignore arrears if already paid.				May	18.000	Nov	14.000		
(g) All disputes are subject to exclusive jurisdiction of Delhi Courts Only.				Jun	27.000	Dec	19.000		
(h) For any complaints write to complaint@pncnarela.com or log on to our website www.pncnarela.com									
Note : (a) As per Hon'ble NGT order throwing/burning of garbage and discharging untreated waste into SW drains is strictly prohibited.									
(b) Please help us in maintaining Narela Industrial Estate Clean and Green.									
(c) Kindly save PNC Whatsapp Number 8800997724 for sending Water Meter Reading and receiving Bills PDF and other informations.									

PNC DELHI INDUSTRIALINFRA PVT. LTD. (A CONCESSIONAIRE OF DSIIDC LTD.)								
(Pursuant to the provisions of Concession Agreement executed between DSIIDC and PNC Delhi Industrialinfra Pvt. Ltd.on 19.07.2011)								
Bill of Supply								
Water Charge								
Address : DSIIDC Administrative Block Building , Sector-J								
Narela Industrial Estate, New Delhi - 110040								
Delhi Industrialinfra Pvt. Ltd. GSTIN : 07AAGCP1014L1ZK STATE : DELHI CODE : 07								
SHIVAM TEXTILE PROCESSORS Mr KAPIL KHANDELWAL DSIIDC Industrial. Complex Narela, Delhi-40 (DYEING) Status :Occupied Phone : 0 Mobile : 9810109092 Mail-id : GSTIN:07AAJPK5291J1ZC STATE:DELHI CODE:07					Consumer-ID (Kno)	*1002628*		
					Tariff-Code	1002628 (SC-NO:1415)		
					Block	30 - COMMERCIAL/INDUSTRIAL (CATAGORY-II)	Bill-Number	
					Plot-No	2628	W/24-25/089038	
					Acquired Area	250.00 Sqm	1329362	
					Meter-No		1329362	
					Meter-Status	OK	Bill-Basis	METER-UNIT
Bill-Date	10-Feb-25	Due-Date	28-Feb-25					
Previous Date	Present Date	Bill Period	Previous Reading	Present Reading	Metered (Units) K.Lt	Assessment (Units) K.Lt	Adjustment (Units) K.Lt	
31-Jan-25	28-Feb-25	1.0 Month(s)	465	466	1	0	0	
Bill Components			Rate (₹)	Amount (₹)	Total Consumption (Units)		1	
(Slab1) 0000-0006 : 000001.00 X 017.570 /Klt = 0000017.57					Current Bill Amount		164.00	
				17.57	Last Arrear Amount		0.00	
					Last Surcharge		0.00	
Water CESS			0.02 /Klt	0.02				
Service Charge			146.41 /Month	146.41				
Sewage Maintenance Charges								
Sundry Amount				0.00				
Adjustment Amount				0.00	Current Surcharge(0/0 Days)		0.00	
Rebate / Discounts								
Total Amount				164.00	Total Bill Amount		164.00	
HSN-Code			2201					
Last 12 Payments History				E & O E				
Date	Amount	Receipt & Bill Number		Scan QR Code for Payment.				
18-Jan-25	636.00	RW250118285466 - W/24-25/087229						
18-Dec-24	1069.00	RW241218283144 - W/24-25/084024						
14-Nov-24	609.00	RW241114280395 - W/24-25/082811						
19-Oct-24	989.00	RW241019278403 - W/24-25/080401						
18-Sep-24	1518.00	RW240918276363 - W/24-25/079673						
1-Jul-24	3868.00	RW240701271736 - W/24-25/072655						
17-Jun-24	1895.00	RW240617270543 - W/24-25/072655						
28-May-24	1034.00	RW240528269181 - W/24-25/071300						
24-Apr-24	964.00	RW240424264566 - W/24-25/069233						
27-Mar-24	557.00	RW240327252083 - W/23-24/067171						
23-Feb-24	557.00	RW240223258781 - W/23-24/064720						
29-Jan-24	1175.00	RW240129256358 - W/23-24/062814						
Water Usage History (Units K.Ltr.)				Month	Units	Month	Units	
				Jan	15.000	Jul	19.000	
				Feb	1.000	Aug	34.000	
				Mar	12.000	Sep	26.000	
				Apr	16.000	Oct	17.000	
				May	18.000	Nov	14.000	
				Jun	27.000	Dec	19.000	
T & C								
(a) Cash counter is at our above office address ,remains open on Monday to Saturday from 10 AM to 5 PM.								
(b) For billing queries you may visit our office or call on Help Line Number : 011-27794058.								
(c) Kindly issue Cheques/DD/PO in favour of DSIIDC Ltd. - Narela Water.								
(d) Cheque Payment is subject to realization.								
(e) Interest @ 18% per annum will be applicable after Due Date.								
(f) Please ignore arrears if already paid.								
(g) All disputes are subject to exclusive jurisdiction of Delhi Courts Only.								
(h) For any complaints write to complaint@pncnarela.com or log on to our website www.pncnarela.com								
Note : (a) As per Hon'ble NGT order throwing/burning of garbage and discharging untreated waste into SW drains is strictly prohibited.								
(b) Please help us in maintaining Narela Industrial Estate Clean and Green.								
(c) Kindly save PNC Whatsapp Number 8800997724 for sending Water Meter Reading and receiving Bills PDF and other informations.								

BEST WATER TANKER SUPPLIER

MAIN BAWANA ROAD, NARELA, DELHI-110040

Contact : Loveneet - 9278099318

MONTHLY WATER SUPPLY SUMMARY

S.NO. 078

DATE 31/12/24

M/s Shivam Textile

Address B-2620 NSIDE Ind. Area Narela Delhi (Dec 24)

S.NO.	DATED	CHALLAN NO.	TANKER NO.	QTY.	REMARKS
1	02/12/24	852	HR10 AR 4803	3000L	
2	04/12/24	869	"	3000L	
3	06/12/24	882	"	3000L	
4	10/12/24	909	HR13 U 523A	3000L	
5	12/12/24	924	"	3000L	
6	17/12/24	950	"	3000L	
7	19/12/24	966	HR10 AR 4803	3000L	
8	23/12/24	987	HR13 U 523A	3000L	
9	25/12/24	999	HR10 AR 4803	3000L	
10	27/12/24	1015	HR10 AR 4803	3000L	
11					4000/—
12					
13					
14					
15					
16					
17					
18					
19					
20					



BEST WATER TANKER SUPPLIER

MAIN BAWANA ROAD, NARELA, DELHI-110040

Contact : Loveneet - 9278099318

MONTHLY WATER SUPPLY SUMMARY

S.NO. 098

DATE 31/01/25.....

M/s Shivam textile

Address B-2628 DSIDC Ind. Area Narela Delhi (Jan 25)

S.NO.	DATED	CHALLAN NO.	TANKER NO.	QTY.	REMARKS
1	02/01/25	1052	HR10 AR 4003	3000L	
2	05/01/25	1071	HR130 023A	3000L	
3	07/01/25	1086	HR10 AR 4003	3000L	
4	10/01/25	1115	HR12 1123A	3000L	
5	13/01/25	1133	"	3000L	
6	17/01/25	1162	"	3000L	
7	19/01/25	1184	"	3000L	
8	23/01/25	1206	HR10 AR 4003	3000L	
9	25/01/25	1220	"	3000L	
10	27/01/25	1236	"	3000L	
11					3500 / —
12					3500 / —
13					
14					
15					
16					
17					
18					
19					
20					



**(1996) 5 Supreme Court Cases 530 : 1996 Supreme Court Cases
(Cri) 1038**

(BEFORE DR A.S. ANAND AND K.T. THOMAS, JJ.)

Dr. BUDDHI KOTA SUBBARAO . . Applicant;

Versus


K. PARASARAN AND OTHERS . . Respondents.

Criminal Miscellaneous Petition No. 3830 of 1996 in Criminal
Appeals Nos. 275-277 of 1993[±], decided on August 13, 1996

A. Penal Code, 1860 — Ss. 191, 192 and 193 — Criminal Procedure Code, 1973 — Ss. 340 and 195 — Giving of consent and authorisation as required by law for prosecution of an alleged offender — Allegation that the Attorney General of India and Chief Vigilance Officer gave consent and authorisation for prosecution of the applicant without due care and attention and without proper application of mind — Held, such allegations, even assuming to be true, do not amount to giving of false evidence or fabricating false evidence — Official Secrets Act, 1923, Ss. 3 and 6 — Atomic Energy Act, 1962, Ss. 18, 19 and 26(2)

The applicant was arrested in connection with offences under Sections 3 and 6 of the Official Secrets Act, 1923 and Sections 18 and 19 of the Atomic Energy Act, 1962. After obtaining consent of the Attorney General of India (Respondent 1) under Section 26(2) of the Atomic Energy Act and authorisation from the Chief Vigilance Officer of the Department of Atomic Energy (Respondent 2) for proceeding against the applicant and prosecuting him for various offences alleged against him, he was committed to the Court of Session to face the trial. The applicant was discharged for want of sanction under Section 197 CrPC. The applicant filed an application under Section 340 CrPC against the Attorney General of India and Chief Vigilance Officer on ground that the consent given by Attorney General of India and the 'authorisation' given by the then Chief Vigilance Officer were "false statements" as there was, according to him, no material before either of the two respondents, on the basis of which they could have given their 'consent' and 'authorisation' for his prosecution. It was alleged that Respondent 1 without "due care and attention" and without "sufficient and proper application of his mind", made 'false' statement to the effect that the record concerning technical material placed before him had 'satisfied' him that the provisions of Section 18 of the Atomic Energy Act, 1962 were attracted against the applicant and since the document dated 9-8-1988 (order conveying consent) containing the said "false statement" made by Respondent 1 was produced before the Court as evidence of the fulfilment of the mandatory requirements laid down under sub-section (2) of Section 26 of the Atomic Energy Act, 1962, it amounted to giving of "false evidence", attracting

proceedings under Section 340 CrPC against Respondent 1. It was further alleged that since the 'authorisation' issued by Respondent 2 to prosecute him was 'illegal' and made "without due care and attention" and "without any authority" Respondent 2 had committed 'perjury'. The applicant then stated that "the document containing the illegal 'authorisation' issued by Respondent 2 was produced as evidence of the fulfilment of the mandatory requirement prescribed under clause (b) of sub-section (1) of Section 26 of the Atomic Energy Act. The applicant also alleged that his 'prosecution' was "illegal and

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unjustified" and that Respondents 1 and 2 also committed an offence of criminal conspiracy under Section 120-A of the Penal Code, 1860.

Held :

The applicant labouring under grave misconception both of law and facts and filed this petition unmindful of the scope of the provisions of Section 340 CrPC as well as of Sections 191, 192 and 193 IPC. By no stretch of imagination, on the basis of the allegations made in this application, can it be said that either Respondent 1 or Respondent 2 had "fabricated false evidence" or had given "false evidence", while giving 'consent' and 'authorisation' as required by law for the prosecution of the applicant in discharge of their official duties. A bare look at Sections 191, 192 and 193 IPC would show that the said provisions have no application to the case. Neither Respondent 1 nor Respondent 2 can be said to have given 'false' evidence while giving the 'consent' and 'authorisation' unless the expressions 'false' and 'fabricated' are used as an 'abuse' rather than in the legal sense as defined in Sections 191/192 IPC. How can the applicant allege that the recording of 'satisfaction' by the Attorney General was a "false statement" defies logic and sense. The accusation is reckless and bereft of any factual foundation. It deserves notice that neither the trial court nor even the High Court in its various orders made for or against the applicant or the Supreme Court while dealing with the orders arising in the case against the applicant, has returned any finding, even prima facie, that the 'consent' or the 'authorisation' given by Respondents 1 and 2 amounted to the giving of "false evidence" or "fabricating of false evidence". According to the applicant, the 'consent' was given by the then Attorney General of India "without due care and attention" and even if this submission is, for the sake of argument, accepted (though there is no basis for accepting the same), it cannot lead to an inference that the document conveying consent was a "false document" or that giving of 'consent' amounted to giving of "false evidence" or "fabricating false evidence" at any stage of judicial proceeding. There is no "prima facie" material on the record from which any inference may be drawn that either Respondent 1 or Respondent 2 gave "false evidence" or produced 'false' or 'fabricated' evidence in the court.

(Para 11)

State of Maharashtra v. Dr Budhikota Subbarao, (1993) 3 SCC 71 : 1993 SCC (Cri) 597; *State of Maharashtra v. Dr Budhikota Subbarao*, (1993) 3 SCC 339 : 1993 SCC (Cri) 901; *State of Maharashtra v. Dr Budhikota Subbarao*, (1993) 2 SCC 567 : 1993 SCC (Cri) 650, referred to

B. Practice and Procedure — Frivolous petition — Filing of frivolous and misconceived petitions deprecated — Judicial process, misuse of

No litigant has a right to unlimited drought on the court time and public money in order to get his affairs settled in the manner as he wishes. Easy access to justice should not be misused as a licence to file misconceived or frivolous petitions.

(Para 11)

H-M/T/16553/CR

Advocates who appeared in this case:

S.M. Jadhav, Advocate, for the Applicant/Opp. Party.


In person, for the Respondent.

A.M. Khanwilkar, Advocate, for Respondent 2.

Chronological list of cases cited

on page(s)

- | | |
|--|--------|
| 1. (1993) 3 SCC 339 : 1993 SCC (Cri) 901, <i>State of Maharashtra v. Dr Budhikota Subbarao</i> | 533b-c |
| 2. (1993) 3 SCC 71 : 1993 SCC (Cri) 597, <i>State of Maharashtra v. Dr Budhikota Subbarao</i> | 533a |
| 3. (1993) 2 SCC 567 : 1993 SCC (Cri) 650, <i>State of Maharashtra v. Dr Budhikota Subbarao</i> | 533e-f |

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The Order of the Court was delivered by

DR ANAND, J.— We have heard the applicant who has appeared in person at length.

2. The applicant took voluntary retirement from the Indian Navy while holding the rank of a Captain on 27-10-1987. While on his way to USA on 30-5-1988, he was detained at the Sahar International Airport, Bombay. His suitcase was taken away from him and he was taken to

the Sahar Police Station and locked up. He was alleged to be carrying atomic and defence secrets with him. His successive applications for release on bail were rejected by the Metropolitan Magistrate, the Sessions Court and by the Bombay High Court. An order granting him bail on "medical grounds" was cancelled by this Court. After obtaining consent of the then Attorney General of India, Mr K. Parasaran (Respondent 1 herein) under Section 26(2) of the Atomic Energy Act, 1962 and *authorisation* from the Chief Vigilance Officer of the Department of Atomic Energy, Mr S.K. Bhandarkar (Respondent 2 herein) for proceeding against the applicant and prosecuting him for the various offences alleged against him, he was committed by the learned committing Magistrate to stand his trial in the Court of Session. Charges for offences including the offences under Sections 3 and 6, Official Secrets Act, 1923 and Sections 18 and 19 of the Atomic Energy Act, 1962 were framed against him. Against the order for framing of charges, the applicant unsuccessfully approached the Bombay High Court through Revision Application No. 96 of 1989. The applicant thereafter filed a criminal writ petition in the High Court once again inter alia calling in question the order for framing of charges and during the pendency of the writ petition, he filed a criminal miscellaneous petition in the High Court also alleging that the charges against him were vitiated by 'fraud' on the basis of the allegations made in the application, committed by the State and the public prosecutor. While matters rested thus, on 26-4-1991 the learned Sessions Judge trying the case, found that the prosecution had not obtained any sanction to prosecute the applicant and concluded that in the absence of sanction under Section 197 CrPC the trial was vitiated and accordingly discharged the applicant. The High Court while considering the criminal revision petition filed by the State against the order of discharge declined to interfere but found that since the case had travelled beyond the stage of Sections 227/228 CrPC an order of acquittal and not one of discharge was warranted and converting the order of discharge into an order of acquittal, dismissed the petition filed by the State on 12-10-1991. Though, technically the criminal writ petition filed by the applicant had thus been rendered infructuous, a learned Single Judge, after dismissal of the revision petition filed by the State, heard the writ petition and the miscellaneous petition and made an order passing strictures against the State and public prosecutor virtually accepting various pleas raised by the applicant alleging commission of 'fraud' by the special prosecutor and the State. The State of Maharashtra aggrieved by that order of the High Court, filed SLP (Crl.) No. 4178 of 1991

(Criminal Appeal No. 275 of 1993) in this Court. On 16-3-1993[±], a Bench of this Court allowed the appeal and set aside the order dated 28-10-1991 passed in the criminal miscellaneous petition and the criminal writ petition and directed that in view of the order of discharge made in favour of the applicant by the trial court, criminal writ petition would stand dismissed as infructuous. The 'remarks' made by the learned Single Judge of the High Court against the State and the public prosecutor were also directed to be expunged. This Court expressed its disapproval of the manner in which the High Court had proceeded with the case.

3. The order of discharge made by the learned Sessions Judge and confirmed by the High Court was also challenged by the State through SLP (Crl.) No. 986 of 1992 (Criminal Appeal No. 276 of 1993)^{±±}. A Division Bench of this Court dismissed the appeal against the order of discharge of the applicant, being Criminal Appeal No. 276 of 1993[±]. This Court, however, opined that the order of discharge made by the trial court was sound and that the High Court fell in error in converting it into an order of acquittal. The order of acquittal was consequently converted into an order of discharge. The applicant was awarded costs of Rs 25,000 taking into consideration the mental suffering and financial loss suffered by him. While dismissing the appeal it was observed that: (SCC p. 351, para 10)


"Since the appeal fails for non-compliance with Section 197 and the order discharging the accused has to be upheld we do not propose to examine the finding if authorisation under O.S. Act and A.E. Act to prosecute the accused was valid or not."

It transpires from the record that a review petition filed by the applicant inter alia to invite a finding on the validity of *consent* and *authorisation* to prosecute him and against the other 'findings' as recorded by this Court has also been since dismissed by this Court.

4. In Criminal Appeal No. 277 of 1993, arising out of SLP (Crl.) No. 987 of 1992^{±±±}, this Court set aside the order of the High Court dated 14-10-1991 made in Criminal Miscellaneous Application No. 2260 of 1991. The short question which was considered by this Court in that appeal was whether the High Court was justified in allowing the application filed by the respondent for declaring that the charges framed by the Additional Sessions Judge against him by the order dated 24-7-1990/27-7-1990 were "null and void" and obtained by 'fraud' practised by the State and the public prosecutor. While elaborately dealing with the submissions made at the Bar, this Court

observed: (SCC p. 569, para 2)

"Merits or otherwise of the application, alleging fraud against the State, apart, what has left us completely surprised is not so much the entertaining of the application filed by the accused, for declaration that the charges framed against him were nullity having been procured by


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fraud, as the procedure adopted by the learned Single Judge of granting the prayer merely for failure of the State to file any reply by way of counter-affidavit than by recording any finding that the State was guilty of procuring the order framing the charges by fraud. One of the objections raised by the State was that since the High Court by its order passed on 25-3-1991/26-3-1991 in Criminal Writ Petition No. 966 of 1990 had specifically held that the question of framing charge had become final, therefore, it could not be reopened, cannot be said to be without substance as the Division Bench had clearly held that it was not open to go behind the order passed by the learned Single Judge on 3-4-1990/4-4-1990 directing that the charges be framed against the accused not only under Section 3 but under Section 5 as well. Nor can any exception be taken to the finding of the Bench that the said order could not be said to have been passed without jurisdiction inasmuch as the learned Single Judge had jurisdiction to decide the revision application preferred under the provisions of the Code. Even the question of fraud raised by the accused was negated by the Division Bench and it was held that it was not capable of being gone into as it did not form part of the substratum of the case of the prosecution and was not germane to the question of deciding as to whether he was entitled to be discharged or not."

The Court then opined that the allegation that the framing of charge was procured by 'fraud' was made without necessary foundation for the charge of fraud having been laid in the petition. The Bench also noticed that in paragraphs 4 to 8 (of his application) the applicant had culled out sentences from one or the other order rendered for or against him by different courts and on that basis had claimed that State either knowingly did not place correct facts to substantiate the observations made therein or deliberately concealed the truth and made fraudulent submissions thereby inducing the trial court to frame the charges. The Bench quoted in extenso paragraphs 4, 5 and 7 of the application in that behalf and observed: (SCC p. 572, para 6)

"We must confess our inability to appreciate the worth of such

averments to establish fraud. Legal submissions cannot be equated to misrepresentation. *In our opinion the pleadings fell short of legal requirements to establish fraud. Various sentences extracted from different judgments between the accused and the State in various proceedings could not give rise to an inference either in law or fact that the State was guilty of fraud. Suffice it to say that it was complete misapprehension under which the accused was labouring and it was indeed unfortunate that the High Court not only entertained such application but adopted a course which amounted to reviewing and setting aside orders of his predecessor without sufficient material and accept the claim that all earlier judgments were liable to be ignored under Section 44 of the Evidence Act as the proceedings were vitiated by fraud. We are constrained to say that the learned Judge not only*

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committed an error of procedure but misapplied the law.”


(emphasis supplied)

5. The appeal filed by the State [Criminal Appeal No. 277 of 1993 arising out of SLP (Crl.) No. 987 of 1992]⁺⁺⁺ was allowed on 16-3-1993 and the order made by the High Court on 14-10-1991 in Criminal Miscellaneous Application No. 2260 of 1991 was set aside and the application of the applicant for declaring the order dated 24-2-1990/27-2-1990 framing the “charges against him as vitiated by fraud” was dismissed.

6. We have referred to the history of the case only to show how the applicant has, thanks to the permissiveness of the judicial system, filed one petition after another to question the validity of the charges framed against him even after an order of discharge came to be made in his favour. The present petition under Section 340 CrPC against the then Attorney General of India and the Chief Vigilance Officer of the Department of Atomic Energy also appears to be an attempt to carry on with the ‘litigation’, undaunted by the orders made by this Court in Criminal Appeals Nos. 275-277 of 1993 on 16-3-1993⁺⁺⁺.

7. The main grounds on which this petition under Section 340 CrPC is founded are that according to the applicant, the ‘consent’ given by the then Attorney General of India (Respondent 1) and the ‘authorisation’ given by the then Chief Vigilance Officer (Respondent 2) were “false statements” as there was, according to him, no material before either of the two respondents, on the basis of which they could have given their ‘consent’ and ‘authorisation’ for his prosecution. The

applicant has alleged that Respondent 1 without "due care and attention" and without "sufficient and proper application of his mind", made 'false' statement to the effect that the record concerning technical material placed before him had 'satisfied' him that the provisions of Section 18 of the Atomic Energy Act, 1962 were attracted against the applicant and since the document dated 9-8-1988 (order conveying consent) containing the said "false statement" made by Respondent 1 was produced before the Court as evidence of the fulfilment of the mandatory requirements laid down under sub-section (2) of Section 26 of the Atomic Energy Act, 1962, it amounted to giving of "false evidence", attracting proceedings under Section 340 CrPC against Respondent 1. It is also alleged that by giving his 'consent' Respondent 1 had "created falsity" for the Department of Atomic Energy to give its "illegal authorisation" on behalf of the Central Government and that these actions of Respondent 1 also amounted to fabricating "false evidence" and producing "false documents" before the court. So far as the 'authorisation' given by the Chief Vigilance Officer is concerned, the applicant alleges that the Chief Vigilance Officer (Respondent 2) "without due care and attention", and "without any authority", had signed and issued letter No. JS(B)/CVO/16/88 dated 16-8-1988 giving 'authorisation' on behalf of the Central Government to prosecute the applicant "in camera" for the alleged contravention of Sections 18 and 19 of the Atomic Energy Act and since the 'authorisation' issued by Respondent 2 to prosecute him was 'illegal' and made "without due care and attention" and "without any authority" Respondent 2 had committed

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'perjury'. The applicant then states that "the document containing the illegal 'authorisation' issued by Respondent 2 was produced as evidence of the fulfilment of the mandatory requirement prescribed under clause (b) of sub-section (1) of Section 26 of the Atomic Energy Act. It had caused a 'circumstance' for the Magistrate to entertain the *erroneous* opinion that the bar for taking cognizance placed by clause (b) of sub-section (1) of Section 26 had been overcome thereby making him take cognizance and issue process against the applicant, which action had "deprived the life and liberty" of the applicant.

8. The applicant also alleges that his 'prosecution' was "illegal and unjustified" and that Respondents 1 and 2 also committed an offence of criminal conspiracy under Section 120-A of the Penal Code, 1860.

9. The applicant has made the following prayers in his application:

(1) That this Hon'ble Court may be pleased to:

(i) record a finding that it is expedient in the interests of justice that an enquiry should be made into the offences punishable under Sections 193, 195 and 196 and also Section 120 -B of the Penal Code, 1860 and the abetment thereof which appear to have been committed by Respondents 1 and 2 abovenamed;

(ii) make a complaint thereof in writing; and

(iii) send it to a Magistrate of the first class having jurisdiction.

(2) That this Hon'ble Court may be pleased to direct the Magistrate who is to act upon the complaint of this Court, that if during the enquiry it is found that there are others whose actions or omissions would amount to any of the offences mentioned in Section 195(1)(b) of the Criminal Procedure Code or any other offences, to proceed against them also according to law.

(3) That this Hon'ble Court may be pleased to direct the Registrar of the Supreme Court to take necessary action and ensure that the sanction under Section 197 of the Criminal Procedure Code from the Central Government is forwarded to the Magistrate concerned to prosecute Respondents 1 and 2, as per the complaint made by this Court under Section 340 of the Criminal Procedure Code.

10. Leaving out unnecessary and repetitive submissions, what can be culled out from the averments made by the applicant in the memorandum of the present application, is that Respondent 1 and Respondent 2 had given their 'consent' and 'authorisation' for his prosecution on behalf of the Central Government "without due care and attention" and "without proper application of mind" and had thereby given "false evidence", and "fabricated false evidence" for use in judicial proceedings, which evidence became the basis of his prosecution.

11. The applicant, it appears to us is labouring under grave misconception both of law and facts and has filed this petition unmindful of the scope of the provisions of Section 340 CrPC as well as of Sections 191, 192 and 193 IPC. By no stretch of imagination, on the basis of the

allegations made in this application, can it be said that either Respondent 1 or Respondent 2 had "fabricated false evidence" or had given "false evidence", while giving 'consent' and 'authorisation' as required by law for the prosecution of the applicant in discharge of their

official duties. A bare look at Sections 191, 192 and 193 IPC would show that the said provisions have no application to the case. Neither Respondent 1 nor Respondent 2 can be said to have given 'false' evidence while giving the 'consent' and 'authorisation' unless the expressions 'false' and 'fabricated' are used as an 'abuse' rather than in the legal sense as defined in Sections 191/192 IPC. How can the applicant allege that the recording of 'satisfaction' by the Attorney General was a "false statement" defies logic and sense. The accusation is reckless and bereft of any factual foundation. It deserves notice that neither the trial court nor even the High Court in its various orders made for or against the applicant or this Court while dealing with the orders arising in the case against the applicant, has returned any finding, even prima facie, that the 'consent' or the 'authorisation' given by Respondents 1 and 2 amounted to the giving of "false evidence" or "fabricating of false evidence". According to the applicant, the 'consent' was given by the then Attorney General of India "without due care and attention" and even if this submission is, for the sake of argument, accepted (though there is no basis for accepting the same), we are of the opinion that it cannot lead to an inference that the document conveying consent was a "false document" or that giving of 'consent' amounted to giving of "false evidence" or "fabricating false evidence" at any stage of judicial proceeding. There is no "prima facie" material on the record from which any inference may be drawn that either Respondent 1 or Respondent 2 gave "false evidence" or produced 'false' or 'fabricated' evidence in the court. Considering the submissions of the applicant, stripped to their bare essentials, the factual matrix on which allegations have been made against Respondents 1 and 2 do not attract the provisions of Section 191, 192 or 193 IPC. The filing of the present application appears to us to be an effort to get 'reopened' the case even after this Court decided Criminal Appeals Nos. 275-277 of 1993 on 16-3-1993 and dismissed the review petition also more than three years ago. Finality must attach to some stage of judicial proceedings. The course adopted by the applicant is impermissible and his application is based on misconception of law and facts. No litigant has a right to unlimited drought on the court time and public money in order to get his affairs settled in the manner *as he wishes*. Easy access to justice should not be misused as a licence to file misconceived or frivolous petitions. After giving our careful consideration to the submissions made at the Bar as well as those contained in the memorandum of the application, we are of the opinion that this application is misconceived, untenable and has no merits whatsoever. It is accordingly dismissed.

* From the Judgment and Order dated 14-10-1991 and 12-10-1991 of the Bombay High Court

in Cri. W.P. No. 180 of 1991 and C.R.A. No. 123 of 1991

* *State of Maharashtra v. Dr Budhikota Subbarao*, (1993) 3 SCC 71 : 1993 SCC (Cri) 597

** *State of Maharashtra v. Dr Budhikota Subbarao*, (1993) 3 SCC 339 : 1993 SCC (Cri) 901

*** *State of Maharashtra v. Dr Budhikota Subbarao*, (1993) 2 SCC 567 : 1993 SCC (Cri) 650

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(1995) 1 Supreme Court Cases 242

(BEFORE K. RAMASWAMY AND N.G. VENKATACHALA, JJ.)

NOORDUDDIN . . Appellant;

Versus

Dr. K.L. ANAND . . Respondent.

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Civil Appeal No. 7466 of 1994[±], decided on October 6, 1994

Civil Procedure Code, 1908 — Ss. 11 and 151 and Or. 21, Rr. 97(1), 98, 100, 101, 103 (as amended in 1976) & 104 — Res judicata — Application under Or. 21, Rr. 97, 98 and S. 151 — Whether on facts barred by earlier writ petition and suit — M, B, N, R and W being descendants of same ancestors — M and B migrating to Pakistan, their properties declared as evacuee properties and ultimately sold to K — R and W unsuccessfully challenging the declaration and the sale in a writ petition, in which N, although impleaded as a respondent, neither any relief sought against him nor any adverse finding recorded against him — Meanwhile K's suit against R and W for possession of the properties purchased, finally decreed by the appellate court, but resisting execution and delivery of possession, the appellant, son of N, filing an application under Rr. 97 and 98 read with S. 151 asserting that he was in possession of a particular portion of the land as owner of his share in the ancestral property and that the same neither vested in the Custodian nor was sold to K — In the circumstances of the case, the said application, held, not barred by the earlier writ petition of R and W or by K's suit — Proper course for the court in such a case stated — Displaced Persons (Compensation and Rehabilitation) Act, 1954, S. 20 — Administration of Evacuee Property Act, 1950, Ss. 7 and 8

Held :

Admittedly, neither the appellant nor his father was a party to the suit or appeal. Therefore, the decree per force does not bind him. In the writ proceedings, though N was impleaded as one of the respondents, no relief was claimed against him nor a finding adverse to him has been recorded. Under these circumstances, when the appellant has been claiming right, title and interest in a specific portion of land from which he was sought to be dispossessed in execution of the decree by K (respondent herein) in respect of the land sold to K, the executing court necessarily

has to go into the question whether the former land is part of the latter and if so, whether the respondent while executing the decree trespassed upon his property and sought to dispossess him. The appellant's possession, pending adjudication, needs to be protected by interim orders. The court is enjoined to adjudicate the appellant's claim and record a finding, allowing or rejecting the same.

(Para 10)

Appeal allowed

H-M/13751/C

Advocates who appeared in this case:


B.D. Sharma, Advocate, for the Appellant;

Rajiv Sawhney, Senior Advocate (Sanjeev Anand, R.P. Wadhvani and Ms Kajol Chandra, Advocates, with him) for the Respondent.

ORDER

1. Leave granted.

2. The appellant's father Nanu, Rehmatullah and Wazu are brothers. Munshi and Banda were their cousins. Munshi and Banda had migrated to Pakistan and their properties were declared as evacuee properties. By proceedings dated 12-3-1956, the competent authority had passed an order separating the respective shares held by the evacuees, Munshi and Banda as well as the father of the appellant, Rehmatullah and Wazu and allotted specific items to Nanu. At an auction held on 14-4-1967 of the evacuee

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properties, the respondent Dr K.L. Anand had become the highest bidder and sale certificates issued on 26-9-1968, are as follows:

"CERTIFICATE OF SALE
(FREEHOLD PROPERTIES)

Rule 90(15)

This is to certify that Shri K.L. Anand, s/o Shri Parshotam Dass Anand having given the highest bid of Rs 4250 (Rupees Four thousand two hundred and fifty only) at sale by public auction held in pursuance of the powers conferred upon me under Section 20 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954) on 14-4-1967 of the property described in the Schedule and his bid having been accepted and the value thereof having been paid by him in cash/by adjustment of compensation due on his and his associate(s) claim(s) has been declared the purchaser of the said property in shares as mentioned below with effect from 14-6-1968.

Given under my hand and seal of my office this day of September

26, 1968.

Schedule

Shares

Property Khasra Sakni No. 13

Full

Village Kalu Sarai, New Delhi.

bounded as under:

East : Mosque Gali

West : House of Shri Rehmatullah

North : Khasra Sakni No. 14

South : Gali

Sd/-

Signature

Designation : Managing Officer/Asstt.

Custodian, New Delhi.

Shri K.L. Anand, s/o Shri Parshotam Dass Anand

Shop No. 176, Vinay Nagar,

New Delhi.

Copies to:

1. Sub-Registrar, Kashmere Gate, Delhi.
2. Assistant Accounts Officer,
3. Central Board of Revenues, New Delhi.
4. Municipal Corporation of Delhi.

Signature

Designation.

*

*

*

CERTIFICATE OF SALE
(FREEHOLD PROPERTIES)

Rule 90(15)

This is to certify that Shri K.L. Anand, s/o Shri Parshotam Dass having given the highest bid of Rs 6050 (Rupees Six thousand and fifty only) at sale by public auction held in pursuance of the powers conferred upon me under Section 20 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954) on 14-4-

1967 of the property described in the Schedule and his bid having been accepted and the value thereof having been paid by him in cash/by adjustment of compensation due on his and his associate(s) claim(s) has been declared the purchaser of the said property in shares as mentioned below with effect from 14-6-1968.

Given under my hand and seal of my office this day of September 26, 1968.

Schedule

Property Khasra Sakni No. 14

Shares

Full

Village Kalu Sarai, New Delhi.

bounded as under:

East : Mosque and Gali

West : House of Shri Wazu

North : Agricultural land

South : Khasra Sakni No. 13

Sd/- M.L. Vij

Signature

26-9-1968

Designation : Managing Officer/Asstt. Custodian,
Office of the Regional
Settlement Commissioner,
New Delhi.

To

Shri K.L. Anand

Shop No. 176, Vinay Nagar,

New Delhi.

*

*

*

No. RSCD(MO)/Auc/PN/Khasra No. 13/Kalu Sarai/
D/5178

Govt. of India,

Ministry of Labour, Employment and Rehabilitation,

Office of Regional Settlement Commissioner (MW),

Jamnagar House, New Delhi.

Corrigendum

25-10-1969

Subject : Regarding Khasra Sakni No. 13,

Village Kalu Sarai, New Delhi.

In the certificate of sale executed on 26-9-1968 in favour of Shri K.L. Anand, s/o Shri Parshotam Dass in respect of Khasra Sakni No. 13, Village Kalu Sarai, New Delhi, the boundaries may be read as under:

East : House of Shri Rehmatullah

West : Mosque and Gali

North : Khasra Sakni No. 14

South : Gali

Given under my hand and seal of my office this day 24-10-1969.

Sd/- M.L. Vij

Managing Officer/Asstt. Custodian

To,

Shri K.L. Anand, son of Shri Parshotam Dass

Shop No. 176, Vinay Nagar,

New Delhi.

Copy to : Sub-Registrar, Asaf Ali Road, New Delhi.

(Managing Officer)

* * *

No. RSCD/MO(AUC)/PN/Kh. No. 14/Kalu Sarai/

D/5180

Govt. of India,

Ministry of Labour, Employment and Rehabilitation,

Office of Regional Settlement Commissioner (MW),

Jamnagar House, New Delhi.

Corrigendum

25-10-1969

Subject : Regarding Khasra Sakni No. 14,

Village Kalu Sarai, New Delhi.

In the certificate of sale executed on 26-9-1968 in favour of Shri K.L. Anand son of Shri Parshotam Das in respect of Khasra Sakni No. 14, Village Kalu Sarai, New Delhi, the boundaries may be read as under:

East : House of Shri Wazu

West : Mosque and Gali

North : Agricultural land


South : Khasra Sakni No. 13

Given under my hand and seal of my office this day of October 24, 1969.

Sd/- M.L. Vij
Managing Officer

To,

Shri K.L. Anand,
Shop No. 176, Vinay Nagar,
New Delhi.

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Copy to : Sub-Registrar, Asaf Ali Road, New Delhi.

(Managing Officer)"

3. Thus, the properties bearing Khasra Sakni Nos. 13 and 14 were confirmed in favour of the respondent. Rehmatullah and Wazu challenged the said sales in WP No. 960 of 1969 in Delhi High Court contending that the properties sold pursuant to the declaration of those properties being evacuee on 6-2-1956 were not, in fact, correct; they had interest in the sold properties and that, therefore, the sale made in favour of the respondent was illegal. The writ petition came to be dismissed by the learned Single Judge which was affirmed by the Division Bench in LPA No. 95 of 1978 by order dated 14-9-1982. That order had become final. Therein, though Nanu was impleaded as 5th respondent, no relief of any sort was claimed against him nor any finding adverse to him in that behalf was recorded. In the meanwhile, the respondent had filed Suit No. 270 of 1970 in the District Court, Delhi, against Rehmatullah and Wazu for possession of the properties bearing Khasra Sakni Nos. 13 and 14 as indicated hereinbefore. Though the suit was dismissed, on appeal in RFA No. 305 of 1986, the Division Bench of the Delhi High Court decreed the suit for possession and the decree had become final.


4. Therefore, now in execution, the respondent sought to take possession of the properties in Khasra Sakni Nos. 13 and 14. Resisting the execution and delivery of possession, the appellant made an application under Order 21, Rules 97 and 98 read with Section 151 of CPC contending that his father and members of his family had not migrated to Pakistan though the Custodian had declared certain ancestral properties to be evacuee properties of Munshi and Banda

which were later sold to the respondent under Khasra Sakni Nos. 13 and 14; Dr Anand has obtained collusive decree against others; the land was not demarcated; the land bears Khasra No. 179 and in accordance with the Chijra Akshi, it is in his possession as an owner by virtue of his share in the ancestral property separated by the competent authority which never vested in the Custodian nor was it sold to the respondent.

5. The executing court dismissed the application on the ground that the dispute was adjudicated by the High Court in RFA No. 305 of 1986 and that, therefore, the claim is no longer tenable. On revision, in the impugned order dated 11-7-1994, the learned Single Judge dismissed the revision holding that the controversy was concluded in WP No. 960 of 1969 wherein the appellant's father was arrayed as respondent and that, therefore, he cannot make the objections. Hence this appeal.

6. The question, therefore, is whether the executing court and the High Court had properly appreciated the scheme under Order 21, Rule 97 and declined to entertain and adjudicate the claim of the appellant?

7. Order 21, Rules 97, 98, 100, 101, 103 and 104 provide thus:

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"97. *Resistance or obstruction to possession of immovable property.*— (1) Where the holder of a decree for the possession of immovable property or the purchaser of any such property sold in execution of a decree is resisted or obstructed by any person in obtaining possession of the property, he may make an application to the court complaining of such resistance or obstruction.

(2) Where any application is made under sub-rule (1), the court shall proceed to adjudicate upon the application in accordance with the provisions herein contained.

98. *Orders after adjudication.*— (1) Upon the determination of the questions referred to in Rule 101, the court shall, in accordance with such determination and subject to the provisions of sub-rule (2);—

(a) make an order allowing the application and directing that the applicant be put into the possession of the property or dismissing the application; or

(b) pass such other order as, in the circumstances of the case, it may deem fit.

(2) Where, upon such determination, the court is satisfied that the resistance or obstruction was occasioned without any just cause

by the judgment-debtor or by some other person at his instigation or on his behalf, or by any transferee, where such transfer was made during the pendency of the suit or execution proceeding, it shall direct that the applicant be put into possession of the property, and where the applicant is still resisted or obstructed in obtaining possession, the court may also, at the instance of the applicant, order the judgment-debtor or any person acting at his instigation or on his behalf, to be detained in the civil prison for a term which may extend to thirty days.

100. *Order to be passed upon application complaining of dispossession.*— Upon the determination of the questions referred to in Rule 101, the court shall, in accordance with such determination,

- (a) make an order allowing the application and directing that the applicant be put into the possession of the property or dismissing the application; or
- (b) pass such other order as, in the circumstances of the case, it may deem fit.

101. *Question to be determined.*— All questions (including questions relating to right, title or interest in the property) arising between the parties to a proceeding on an application under Rule 97 or Rule 99 or their representatives, and relevant to the adjudication of the application, shall be determined by the court dealing with the application and not by a separate suit and for this purpose, the court shall, notwithstanding anything to the contrary contained in any other law for the time being in force, be deemed to have jurisdiction to decide such questions.

103. *Orders to be treated as decrees.*— Where any application has been adjudicated upon under Rule 98 or Rule 100, the order made thereon shall have the same force and be subject to the same conditions as to an appeal or otherwise as is if it were a decree.

104. *Order under Rule 101 or Rule 103 to be subject to the result of pending suit.*— Every order made under Rule 101 or Rule 103 shall be subject to the result of any suit that may be pending on the date of commencement of the proceeding in which such order is made, if in such suit the party against whom the order under Rule 101 or Rule 103 is made has sought to establish a right which he claims to the present possession of the property."

8. Thus, the scheme of the Code clearly adumbrates that when an application has been made under Order 21, Rule 97, the court is enjoined to adjudicate upon the right, title and interest claimed in the property arising between the parties to a proceeding or between the decree-holder and the person claiming independent right, title or interest in the immovable property and an order in that behalf be made. The determination shall be conclusive between the parties as if it was a decree subject to right of appeal and not a matter to be agitated by a separate suit. In other words, no other proceedings were allowed to be taken. It has to be remembered that preceding Civil Procedure Code Amendment Act, 1976, right of suit under Order 21, Rule 103 of 1908 Code was available which has been now taken away. By necessary implication, the legislature relegated the parties to an adjudication of right, title or interest in the immovable property under execution and finality has been accorded to it. Thus, the scheme of the Code appears to be to put an end to the protraction of the execution and to shorten the litigation between the parties or persons claiming right, title and interest in the immovable property in execution.

9. Adjudication before execution is an efficacious remedy to prevent fraud, oppression, abuse of the process of the court or miscarriage of justice. The object of law is to mete out justice. Right to the right, title or interest of a party in the immovable property is a substantive right. But the right to an adjudication of the dispute in that behalf is a procedural right to which no one has a vested right. The faith of the people in the efficacy of law is the saviour and succour for the sustenance of the rule of law. Any weakening like (*sic*) in the judicial process would rip apart the edifice of justice and create a feeling of disillusionment in the minds of the people of the very law and courts. The rules of procedure have been devised as a channel or a means to render substantive or at best substantial justice which is the highest interest of man and almanac (*sic*) for the mankind. It is a foundation for orderly human relations. Equally the judicial process should never become an instrument of oppression or abuse or a means in the process of the court to subvert justice. The court has, therefore, to

wisely evolve its process to aid expeditious adjudication and would preserve the possession of the property in the interregnum based on factual situation. Adjudication under Order 21, Rules 98, 100 and 101 and its successive rules is sine qua non to a finality of the adjudication of the right, title or interest in the immovable property under execution.

10. The question is whether the executing court was right in dismissing the application on the ground that the dispute was adjudicated in RFA No. 305 of 1986 or as held by the High Court that the dispute was decided in the writ proceedings referred to earlier. The execution court is enjoined to adjudicate the claim or the objection or the claim to resistance. As seen, Rule 97 enables such a person to make an application which must be independent of the judgment-debtor or a person having derivative right from the judgment-debtor. The applicant in his own right must be in possession of the property. Admittedly, neither the appellant nor his father was a party to the suit or appeal. Therefore, the decree per force does not bind him. In the writ proceedings, though Nanu was impleaded as 5th respondent, no relief was claimed against him nor a finding adverse to him has been recorded. Thereby, there is no adverse finding recorded either in the suit or in the writ proceedings against the appellant or his father. Under these circumstances, when the appellant has been claiming right, title and interest in Khasra No. 179 from which he is now sought to be dispossessed in execution of the decree by the respondent in respect of Khasra Sakni Nos. 13 and 14, the executing court necessarily has to go into the question whether the property in Khasra No. 179 is part of Khasra Sakni Nos. 13 and 14 and if so, whether the respondent while executing the decree trespassed upon his property and sought to dispossess him. The appellant's possession, pending adjudication, needs to be protected by interim orders. Unfortunately, the courts below had not adverted to these crucial aspects of the matter. When the appellant claimed independent right, title and interest and resisted the execution, the decree-holder or the appellant should make an application under Rule 97(1) and the court, in that event, is enjoined to adjudicate the claim and record a finding, allowing or rejecting the claim. It should be remembered that Parliament intended to shorten the litigation and to give effect to it, a simplified procedure was devised for adjudication. On the basis of the fact situation and the nature of the controversy, the claim has to be adjudicated expeditiously in a period not exceeding six months and preferably on day to day basis by putting an end to the tendentious conduct of prolonging the proceedings by suitable orders.

11. The orders of the courts below are accordingly set aside. The matter is remitted to the executing court to go into the question raised by the appellant. In the nature of the dispute, a Commissioner may be appointed by the court by issuing a warrant to demarcate the respective properties in Khasra Sakni Nos. 13 and 14 and Khasra No. 179 as claimed

by the appellant, to find whether Khasra No. 179 is part of the Khasra Sakni Nos. 13 and 14 or independent of the latter. From the averments in the SLP as well as in the petition filed before the executing court, the appellant had not made any claim in respect of the Khasra Sakni Nos. 13 and 14. Therefore, the question of going into the boundaries and the extent of the land covered by sale certificates which have become final cannot arise. As stated earlier, the only limited question is whether Khasra No. 179 is part of Khasra Sakni Nos. 13 and 14 and if not, whether in executing the decree the respondent is entitled to take possession of Khasra Survey No. 179.

12. In this view, it may be open to the respondent to make an application to the executing court to appoint a Commissioner for demarcating the respective properties and for submitting a report and plan in that behalf according to rules. The executing court is directed to dispose of this application within a period of six months from the date of the receipt of this order.

13. The appeal is accordingly allowed, but in the circumstances without costs.

— — —
† From the Judgment and Order dated 11-7-1994 of the Delhi High Court in C.R.P. No. 574 of 1994

(1999) 1 Supreme Court Cases 271

(BEFORE DR A.S. ANAND, B.N. KIRPAL AND V.N. KHARE, JJ.)

(Record of Proceedings)

SABIA KHAN AND OTHERS . . Appellants;

Versus

STATE OF U.P. AND OTHERS . . Respondents.

Writ Petition (C) No. D 2117 of 1998, decided on July 30, 1998

Constitution of India — Art. 32 — Abuse of process of the Court — Writ petition questioning orders of Supreme Court passed on 12-12-1996 and 4-3-1997 in *T.N. Godavarman Thirumulkpad* case relating to conservation and protection of forests and forest produce — Those orders alleged to be of ad hoc nature, violative of Art. 19(1)(g) and falling neither within the purview of S. 2 of Forest (Conservation) Act, 1980 nor within any other law nor within the Directive Principles of State Policy — Held, petition misconceived — Filing of such petition was an abuse of the process of the Court and waste of time of the Court — Cost assessed at Rs 10,000 imposed

T.N. Godavarman Thirumulkpad v. Union of India, (1997) 2 SCC 267; *T.N. Godavarman Thirumulkpad v. Union of India*, (1997) 3 SCC 312, referred to

WP dismissed with costs assessed at Rs 10,000

R-M/20466/S

Advocates who appeared in this case:

B.D. Sharma, Advocate, for the Petitioner.

ORDER

1. Refusal to grant a new licence for sawmills by the Regional Director, Social Forestry, Forest Range, Rampur, to the petitioners vide communication dated 18-1-1998, based on the injunction issued by this Court on 12-12-1996[±] and 4-3-1997[±] in *T.N. Godavarman Thirumulkpad v. Union of India* has been put in issue in this writ petition. Mr Sharma, learned counsel for the petitioners, submits that the authority was not "required" to go by the orders of this Court, which according to him were not judicial verdicts but "ad hoc orders". We are at a loss to appreciate the submission. Learned counsel apparently overlooks the mandate of Article 144 of the Constitution read with Article 141.

2. While projecting a grievance against the order dated 4-3-1997[±] passed by this Court, the petitioners in para 13 of the grounds say thus:

"... the order in question dated 4-3-1997[±] passed by the Hon'ble Supreme Court did not come within the purview of the said Section 2

of

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the Forest (Conservation) Act, 1980 nor did any other law authorise the Hon'ble Supreme Court to pass the said order nor could the Hon'ble Supreme Court pass the said order on the general ground that the said order protected forest and environment which fell within the Directive Principles of State Policy finding place in Part IV of the Constitution of India which only allowed the competent legislature to enact laws for enforcing the said Directive Principles and which did not by themselves have the force of law under which the Hon'ble Court could pass the order in question dated 4-3-1997[±]."

Again the petitioners aver in para 26 thus:

"BECAUSE an ad hoc order like the order in question passed by the Hon'ble Supreme Court on 4-3-1997[±] infringing the fundamental right of the petitioners under Article 19(1)(g) of the Constitution of India could not be passed by the Hon'ble Supreme Court even in PUBLIC INTEREST LITIGATION, because the only manner permitted by the Constitution for interfering with the fundamental right of a citizen under Article 19(1)(g) was by passing some law under Article 19(6) of the Constitution and any interference with such right in any other way, including by an order under public interest litigation would amount to an amendment of Article 19(6) of the Constitution for making which amendment a special procedure under Article 368 of the Constitution had been provided and the Hon'ble Supreme Court, it is respectfully submitted, could not bring about such amendment by merely passing some order in a PUBLIC INTEREST LITIGATION."


3. The relief claimed by the petitioner, in this petition, is as follows:

"(i) to issue a writ of mandamus or writ, direction or order in the nature thereof or any other writ, direction or order directing the respondents not to interfere with the fundamental right of the petitioners to continue to run and operate their sawmills as licensed operators thereof as has continuously been shown in the respondents' own records for the last several years and to grant/renew their licences for the year 1998 without, in any manner, being influenced by the orders passed by the Hon'ble Supreme Court dated 12-12-1996[±] and 4-3-1997[±] in Writ Petition (Civil) No. 202 of 1995, *T.N. Godavarman v. Union of India*.

(ii) to grant such further or other order as the Hon'ble Court may deem fit to pass in the special circumstances of this case.

(iii) to award costs of this petition to the petitioners."

4. After hearing Mr Sharma, learned counsel for the petitioners, it is obvious that the petition is misconceived and based on a total misconception. It is an obvious attempt to question the correctness of the orders of this Court through a writ petition under Article 32, which is not permissible. The objection with regard to the office report is also not tenable. Filing of such a petition is an abuse of the process of the Court and waste of time of the Court. We do not find any merit in this petition which is dismissed with costs assessed at Rs 10,000.

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5. The costs shall be deposited in the account of the Supreme Court Legal Services Committee within four weeks.

Court Masters

† (1997) 2 SCC 267

* (1997) 3 SCC 312

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Satyabrata Sanjeeb Kumar Mohanta vs Moef on 18 July, 2023

Satyabrata Sanjeeb Kumar Mohanta vs Moef on 18 July, 2023

Item No.03

Court No.1

BEFORE THE NATIONAL GREEN TRIBUNAL
EASTERN ZONE BENCH, KOLKATA
(THROUGH PHYSICAL HEARING WITH HYBRID MODE)

Original Application No.53/2023/EZ
(I.A. No.28/2023/EZ)

Satyabrata Sanjeev Kumar Mohanta

Applicant(s)

Versus

MoEF&CC & Ors.

Respondent(s)

Date of hearing: 18.07.2023

CORAM: HON'BLE MR. JUSTICE B. AMIT STHALEKAR, JUDICIAL MEMBER
HON'BLE DR. ARUN KUMAR VERMA, EXPERT MEMBER

For Applicant(s) : Mr. Md. Akram, Advocate (in Virtual Mode)

For Respondent(s) : Ms. Anamika Pandey, Adv. for R-1 (in Virtual Mode),
Mr. Ashok Kumar Parija, Advocate General a/w
Mr. Tarun Patnaik, ASC for R-2 to 6,
Mr. Dipanjan Ghosh, Advocate for R-7,
Mr. Sanjay Upadhyay, Advocate a/w
Mr. Dhananjaya Mishra, Mr. Biswaranjan Sahoo, and
Ms. Mansi Bachani, Advocates for R-8,

ORDER

1. Mr. Md. Akram, learned Counsel holding brief of Ms. Soumya Mishra, learned Counsel is present (in Virtual Mode) for the Applicant.
2. Affidavit dated 15.07.2023 has been filed by Respondent No.8, Private Respondent; the same is taken on record.
3. Counter-affidavit dated 15.07.2023 has been filed by the Divisional Forest Officer, Keonjhar; the same is taken on record.
4. Mr. Dipanjan Ghosh, learned Counsel files Vakalatnama on behalf of the Respondent No.7, Odisha Power Transmission Corporation Limited (OPTCL); the same is taken on record.

Satyabrata Sanjeeb Kumar Mohanta vs Moef on 18 July, 2023

5. We have heard the learned Counsel for the parties and perused the documents on record.

6. Final order of the said case will be uploaded in the website by separate sheets of paper.

..... B. Amit Sthalekar, JM Dr. Arun Kumar Verma,
EM July 18, 2023, Original Application No.53/2023/EZ (I.A. No.28/2023/EZ) MN Item No.03
Court No.1 BEFORE THE NATIONAL GREEN TRIBUNAL EASTERN ZONE BENCH, KOLKATA
(THROUGH PHYSICAL HEARING WITH HYBRID MODE) ORIGINAL APPLICATION
NO.53/2023/EZ (I.A. NO.28/2023/EZ) IN THE MATTER OF:

Satyabrata Sanjeev Kumar Mohanta, Aged about 35 years, S/o -
Dambarudhara Mohanta, At- Karadia, P.O. /P.S.- Karanjia, Dist. -Mayurbhanj,
Applicant(s) Versus

1. Ministry of Environment, Forest & Climate Change (MoEF&CC), Represented
through its Secretary, At- 2nd Floor, Agni Block, Indira Paryavaran Bhawan, Jorbagh
Road, New Delhi - 110003

2. Forest, Environment and Climate Change Department, Represented through its
Secretary, Government of Odisha, Kharavel Bhavan, Bhubaneswar, Odisha

3. Divisional Forest Officer (D.F.O.), Keonjhar, At- Kamapala Street, Keonjhar Town,
Keonjhar, Odisha - 758001

4. Collector & District Magistrate, At- Office of the Collector cum District Magistrate,
Collectorate, Keonjhar, P.O./Dist. - Keonjhar, Odisha

5. Divisional Forest Officer (D.F.O.), Bonai, At/P.O. - Bonaigarh, Dist. - Sundergarh,
Odisha - 770038

6. Collector & District Magistrate, Sundergarh, At- District Collectorate, Sundergarh,
Office of the Collector-cum-District Magistrate, Collectorate Sundergarh, At/P.O. -
Sundergarh, Dist. - Sundergarh, Odisha - 770001

7. Odisha Power Transmission Corporation Limited (OPTCL), Represented through
Managing Director, At - Janpath Road, Gridco Colony, Industrial Area, Satya Nagar,
Bhubaneswar, Odisha - 751022

8. M/s. Rungta Mines Ltd.

Represented through its Managing Director, At- Rungta House, Chaibasa, Dist. - West Singhbhum,
Jharkhand - 833201 And At - Rungta Mines Ltd.

Satyabrata Sanjeeb Kumar Moharia vs Moef on 18 July, 2023

Main Road, Barbil HO, Barbil, Dist. - Keonjhar, Odisha - 758035 And At- 8A Express Tower, 42A, Shakespeare Sarani, Kolkata - 700017 West Bengal Respondent(s) Date of hearing: 18.07.2023
CORAM: HON'BLE MR. JUSTICE B. AMIT STHALEKAR, JUDICIAL MEMBER HON'BLE DR. ARUN KUMAR VERMA, EXPERT MEMBER For Applicant(s) : Mr. Md. Akram, Advocate (in Virtual Mode) For Respondent(s) : Ms. Anamika Pandey, Adv. for R-1 (in Virtual Mode), Mr. Ashok Kumar Parija, Advocate General a/w Mr. Tarun Patnaik, ASC for R-2 to 6, Mr. Dipanjan Ghosh, Advocate for R-7, Mr. Sanjay Upadhyay, Advocate a/w Mr. Dhananjaya Mishra, Mr. Biswaranjan Sahoo, and Ms. Mansi Bachani, Advocates for R-8, ORDER

1. The Applicant in the present Original Application is, inter-alia, seeking a direction to the Respondent No.8, M/s Rungta Mines Ltd., to comply with the conditions stipulated in Stage-I and Stage- II of the Forest Clearance granted to it and also to pay Environmental Compensation for causing damage to forest land to the Project of 132 KV Transmission Line.

2. The allegation of the Applicant is that the Respondent No.8, M/s Rungta Mines Ltd. was granted Stage-I Approval letter from the Ministry of Environment, Forests and Climate Change, Eastern Regional Office, Bhubaneswar, on 25.06.2020 for diversion of 35.507 hectares of forest land (31.806 hectares of forest land under Keonjhar Division and 3.701 hectares of forest land under Bonai Division) for construction of 132 KV Transmission Line from 132/33KV OPTCL Grid Station, Barbil, Keonjhar to Kamanda Steel Plant of M/s Rungta Mines Ltd. at Village-Kamanda in Sundergarh, Odisha. It is stated that the route alignment for construction of 132 KV Transmission Line from 132/33 KV OPTCL Grid Station, Barbil, Keonjhar to Kamanda Steel Plant of M/s Rungta Mines Ltd. at Village-Kamanda in Sundergarh, Odisha, has been diverted without prior sanction of the Central Government.

3. It is alleged that the User Agency has also changed the layout plan of the proposal without prior approval of the MoEF&CC at Latitude:

22°5'18"N Longitude 85°22'38"E on 28.06.2021 and thus obstructing the elephant movement in violation of the conditions stipulated in Stage-I and Stage-II Forest Clearance. It is also stated that the Elephant Corridor, namely, Karpada, is situated 7.5 KM from the proposed forest area but the site falls under Elephant Habitat Zone - 2.

4. It is further alleged that as per Condition No. viii of Stage-I Clearance dated 25.06.2020, the base of electric transmission towers in the forest area must be fenced with barbed wire, in addition to installation of spike on the legs of the towers in order to avoid elephant and other wildlife getting electrocuted but the Project Proponent has not installed spikes and barbed wire on the electric towers in the forest area.

5. It is also alleged that the Project Proponent, Respondent No.8, has resorted to felling of trees, although they were only permitted felling to a minimum number in the diverted forest land and that too after depositing the cost of felling of the trees with the Forest Department.

Satyabrata Sanjeeb Kumar Mohanta vs Moef on 18 July, 2023

6. It is also alleged that Condition No. xviii of the Stage-I Clearance also provides that the layout plan of the proposed forest land shall not be changed by the Project Proponent without the approval of the Central Government but the Respondent No.8 in gross defiance of the said conditions has diverted the sanctioned latitude plan without prior sanction of the Central Government for which the State Forest Department, Keonjhar Division, has also lodged an FIR being FIR No. 10 BL of 21/22 on 28.06.2021. The said FIR records that the incident occurred at Sunderabasti, Barbil near Jagada Sahi near Ward No.15 and one Bijay Kumar Pandey and Avimanyu Das have been arrayed as accused persons who happened to be the contractor of the Respondent No.8 and five felled Sal logs were also seized from their possession and also two quintals of fire wood, which have been kept in the custody of Forest Guard, Mr. Malaya Kumar Jena.

7. It is further alleged that though the Forest Department has not handed over its forest land to the Project Proponent, Respondent No.8, to execute its project work but unauthorisedly 133 KV electricity has been supplied by the OPTCL Grid Station, Barbil, Keonjhar to Kamanda Steel Plant of M/s Rungta Mines Ltd., Respondent No.8, at Village-Kamanda in Sundergarh, Odisha, on 01.12.2022.

8. The allegation further is that though Condition No.ii of the Stage-I Clearance provides that Compensatory Afforestation shall be raised over 37.281 hectares of non-forest land identified in Plot Nos. 232 (P), 233(P) and 234(P), Khata No. 67 (AAA), Kisam-Parbat of Village- Lungajhar under Banspal Tahasil of Keonjhar District, (32.261 hectare) and Plot No. 1263(P), Khata No. 77, Kissam-Patita of Village-Badabanga under Lephiapara Tahasil of Sundergarh District (5.02 hectares), but so far the User Agency, Respondent No.8, has only deposited the money for Compensatory Afforestation but the State Forest Department has failed to supply plant saplings to the User Agency.

9. It is also alleged that the User Agency, Respondent No.8, was allowed to fell 1359 trees (795 Sound and 564 unsound), 1230 Poles below 30 cm girth as per the letter of the Divisional Forest Officer, Keonjhar, 16.03.2021 but the Respondent No.8 has failed to execute the work process and before Government orders could be passed, the execution of the work has already been started by the Respondent No.8. It is also stated that despite non-compliances of the conditions of the Stage-I clearance, the MoEF&CC has illegally granted Stage-II Approval to the Respondent No.8 on 31.03.2021.

10. The Applicant has sought the following reliefs in the Original Application:-

"a. Admit this original application, Issue Notice; and b. Direct the Opp. Party No.8 to immediately comply the non- complied conditions stipulated under Stage-I & II of the forest clearance granted to the user agency/project proponent i.e., M/s Rungta Mines Ltd.

c. Direct the Opp. Party No.8 to give environmental compensation for damaging the forest land due to the abovementioned project of 132 KV transmission line. d. Direct the Opp. Party No.8 to give environmental compensation for damaging the forest

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land due to violation of the conditions stipulated under Stage-I & II of the forest clearance.

e. Direct the Opp. Party No.8 to restore the forest land degraded due to the aforesaid project.

f. Direct the Opp. Party No.1 to 7 to conduct a joint inspection in all respect to ensure the compliance of conditions stipulated under Stage-I & II of the forest clearance to avoid further damage to the environment.

g. To take action against the errant Opp. Party No.1 to 7 and to impose heavy penalty on the errant user agency/O.P. No.8 i.e., M/s Rungta Mines Ltd. for violation of Forest (Conservation) Act, and also for violation of para 1.21 of Chapter-1 of Handbook of Guidelines issued under F.C. Act, 1980 vide Ministry's letter No.5-2/2017-FC dated 28.03.2019."

11. The Applicant has also filed I.A. No.28/2023/EZ, inter-alia, seeking the following interim reliefs:-

"a) Stay/stoppage of the supply of Electricity from OPTCL Power grid Barbil to Kamanda Steel Plant of Rungta Mines Ltd. as the Forest Land has been handed over fraudulently during the pendency of a case for changing the lay out plan without prior sanction of Central Government."

b) Direct stay operation of Kamanda Steel Plant till environmental compensation is adequately paid by the Applicant would suffer irreparable loss and injury, which cannot be compensated otherwise.

c) And pass such any other order as this Hon'ble Court may deem fit and proper."

12. A preliminary objection has been raised by Mr. Sanjay Upadhyay, learned Counsel appearing for Respondent No.8, Project Proponent, that the present Original Application is not maintainable in view of the provisions of Section 16(e) of the National Green Tribunal Act, 2010 (hereinafter referred to as 'Act, 2010')under which only an appeal could be filed if the Applicant was aggrieved by any order or decision made by the State Government or other authority under Section 2 of the Forest (Conservation) Act, 1980.

13. Section 16(e) of the Act, 2010, reads as under:-

"16. Tribunal to have appellate jurisdiction.-

.....XXX.....XXX.....XXX.....XXX.....

(e) an order or decision made, on or after the commencement of the National Green Tribunal Act, 2010, by the State Government or other authority under section 2 of the

Satyabrata Sanjeeb Kumar Mohanta vs Moef on 18 July, 2023

Forest (Conservation) Act, 1980;"

14. We find that although the Applicant has not challenged any order as such or decision made by the State Government under Section 2 of the Forest (Conservation) Act, 1980, but the sum and substance of the reliefs claimed is a challenge to Stage-I Clearance granted by the Ministry of Environment, Forests and Climate Change, Regional Office, Bhubaneswar, on 25.06.2020 as would be clear from para 7 of the Original Application and also Stage-II Clearance approved by the Ministry of Environment, Forests and Climate Change on 31.03.2021 as stated in para 17 of the Original Application. Paras 7 and 17 of the Original Application read as under:-

"7. That, as per condition no. viii of the Stage - 1 approval letter of MOEF & CC, Eastern Regional Office, Bhubaneswar vide F.No.5 ORC418/2020-BHU, Dated 25.06.2020, the base of electric transmission towers in the forest area must be fenced with barbed wire in addition to installation of spike on the legs of the towers in order to avoid elephant and other wildlife electrocution. But, no electric tower of the said project of Rungta Mines Ltd. has been installed with spikes and barbed wire in the said forest area and such gross irregularity and violation of the aforesaid condition no. viii of the Stage - 1 approval letter can be verified and inspected by appropriate authority."

"17. That, on 31.03.2021, the user agency fraudulently managed to get the stage-2 approval of MOEF & CC even though the industry is non-compliant of stage-1 approval of forest clearance."

15. Learned Counsel for the Applicant submitted that the Applicant was not challenging any order of the State Government under Section 2 of the Forest (Conservation) Act, 1980, and, therefore, the present Original Application is maintainable.

16. However, from the allegations made in the present Original Application, particularly in para 7 and para 17 thereof, we find that under the garb of the reliefs claimed in the Original Application without challenging the order dated 25.06.2020 granting Stage-I Clearance and the order dated 31.03.2021 granting Stage-II Clearance for the Project in question, the Applicant is, in fact, assailing the grant of Stage-I and Stage-II Clearances granted by the Ministry of Environment, Forests and Climate Change and, therefore, in our view, the present Original Application is not maintainable.

17. There is another aspect of the matter which needs to be examined by this Tribunal, particularly in view of the serious objections raised by Mr. Ashok Kumar Parija, learned Advocate General of Odisha assisted by Mr. Tarun Patnaik, learned Additional Standing Counsel appearing for State Respondents, Government of Odisha.

18. Mr. Parija has drawn attention of this Court to para 4 of the affidavit of the Divisional Forest Officer, Keonjhar, dated 15.07.2023, and submitted that the Applicant has not approached this Tribunal with clean hands. He submitted that in 2021 a PIL being W.P. (C) No.33158 of 2021 had been filed before the Hon'ble High Court of Orissa at Cuttack with the cause title "Ashirbad Pattnaik

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& Ors. Vs. State of Odisha & Ors.", wherein the State Government and certain other private respondents were impleaded as parties. The allegations raised in the said PIL were similar to those raised in another petition, namely, "Ranjan Panda & Ors. Vs. State of Odisha & Ors.". Para 7 of that petition has been quoted in para 4 of the affidavit of the Divisional Forest Officer, Keonjhar, to show that what was alleged in the said Writ Petition, which is also extracted herein below:-

"4.XXX.....XXX.....XXX.....XXX.....

"7. That it is also pertinent to mention here that, as per the news reported by the Indian Express dated 03.07.2021 and Oriya Weekly Newspaper, Barta corroborating their statements with certain live photographs stated therein, that the Rungta Mining Company has cut down numerous amount of trees of the reserve forest area for its personal gain without obtaining the prior permission from the forest department near Jagadasahi Village under Joda Block of Keonjhar district. The aforesaid firm needs power supply of 132 KB electricity line for its proposed project at Kamanda Village under Bonai tehsil of Sundergarh district by utilizing 31 Hectares of forest land and such deforestation is largely affecting the environment of the said mining areas for which the presence of trees is utmost essential. Further, the forest range officer of Barbil enquired about the said activity of the said mining firm, lodged a case against the said mining firm for blatant violation of the forest laws. The above said violation is against the provision of Sec. 2 of the Forest Conservation Act, 1980 which clearly states that for any non- forest activity within forest land, needs prior approval from the Ministry of Environment and Forest and Climate Change (MOEF & CC). But at the instant case the said erring mining firm not felt necessary to obtain the said permission before the illegal deforestation activity."

19. It is further stated that the W.P. (C) No. 33158 of 2021 was duly considered by a Division Bench of the Hon'ble High Court and the same was dismissed by the Hon'ble High Court vide judgment and order dated 02.12.2021 with a cost of Rs. 5,000/- (Rupees Five Thousand only) against each of the petitioners (10 in number) totaling Rs. 50,000/- (Rupees Fifty Thousand only). Paras 9, 10 and 11 of the judgment read as under:-

"9. With the above observations, the present writ petition stands dismissed.

10. We would have ordinarily observed something against the counsel appearing in the case. However, keeping in view the early stages of his career, we refrain from commenting upon his conduct except to advise him to be careful in future and not be a party to such a litigation initiated by unscrupulous litigants.

The Registry is also directed to stringently comply with the rules as indicated hereinabove while dealing with Public Interest Litigations so as to prevent valuable judicial time from being wasted and prevent certain unscrupulous elements from weaponizing petitions in courts of law.

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11. We feel constrained to direct the petitioners (10 in number) to deposit cost of Rs. 5,000/- each (totalling Rs.50,000/-) before the Orissa High Court Bar Association Advocates Welfare positively within four weeks from today, failing which Collector, Keonjhar shall proceed to recover the same as arrears of land revenue and ensure the deposit of the recovered amount as stated hereinabove."

20. Thereafter, I.As. were filed by the petitioners therein (in the High Court) seeking expunging of certain portions of the judgment of the Hon'ble High Court dated 02.12.2021 wherein negative connotation had been made against Mr. Sambit Samal, Counsel who was appearing on behalf of the petitioners in W.P. (C) No. 33158 of 2021 and the said I.As. were also dismissed by a Division Bench of the Hon'ble High Court vide order dated 10.03.2021. Paras 13, 14, 15 & 16 of the order read as under:-

"13. The observations made in Paragraph 3 and 10 of the judgment dated 02.12.2021 in no way affects the image of the arguing counsel. It was only a note of caution sounded to the counsel so that he may not get involved with unscrupulous litigants. It was merely a reminder on the duty of the counsel to the court and to his profession. The court has, in fact, restrained itself from passing any adverse order considering the petitioner's lesser length of practice at the Bar.

14. This court makes it clear that in the absence of any disparaging remark made against the counsel for the petitioners, he should take the observations of this Court in the manner in which it was intended, i.e. as a fillip to mould his legal career in a better way in future.

15. In view of the above, this Court is not inclined to accept the prayer of the petitioners made in the I.As. to effect any change in the judgment dated 02.12.2021 passed by this Court in W.P.(C) No.33158 of 2021.

16. Accordingly, both the I.As. are dismissed."

21. Learned Advocate General also submitted that the judgment of the Hon'ble High Court was challenged by the petitioners before the Hon'ble Supreme Court in Special Leave to Appeal (C) No.8637/2022 and the said SLP was dismissed by the Hon'ble Supreme Court vide its order dated 09.09.2022 and the judgment of the Hon'ble High Court was upheld and the Hon'ble Supreme Court observed that the Special Leave Petitions are an abuse of process of Court and the said Special Leave Petitions were dismissed with cost of Rs. 25,000/- (Rupees Twenty Five Thousand only). The order of the Hon'ble Supreme Court reads as under:-

"UPON hearing the counsel the court made the following ORDER Permission to file the Special Leave Petition granted.

2. Delay in refiling the Special Leave Petition is condoned.

Satyabrata Sanjeeb Kumar Mohanta vs Moef on 18 July, 2023

3. Application for permission to implead the High Court of Orissa is dismissed.

4. Having heard senior counsel appearing on behalf of the petitioners, we see no reason to entertain the Special Leave Petitions. The High Court was entirely justified in coming to the conclusion that the petition was filed after suppressing the fact that an earlier petition filed by the same advocate had been dismissed as withdrawn. The subsequent petition contains substantially the same averments. The Special Leave Petitions are an abuse of process. We accordingly dismiss the Special Leave Petitions with costs quantified at Rs.25,000, which shall be paid to the Supreme Court Bar Association within four weeks.

5. Pending application, if any, stands disposed of."

22. Learned Advocate General further submitted that the address given by the Counsel for the present Applicant Ms. Soumya Mishra, has upon verification been found to be the same as that of Mr. Sambit Samal, the Counsel who had filed the PIL being W.P. (C) No. 33158 of 2021 before the Hon'ble High Court of Orissa, as being 552/t/13, Friends Colony, B.K. Road, P.O.-Buxi Bazar, P.S.-Mangalabag, District-Cuttack, Odisha, Pin - 753001, as stated in the affidavit of the Divisional Forest Officer, Keonjhar, dated 15.07.2023.

23. This fact has not been disputed by Mr. Md. Akram, Counsel holding brief of Ms. Soumya Mishra. Even the photocopy of the registered post on record, filed with the affidavit of service, mentions the address of Ms. Soumya Mishra as 'Friends Colony.'

24. In this view of the matter, the submission of Ashok Kumar Parija, learned Advocate General as well as Mr. Sanjay Upadhyay, learned Counsel appearing for Respondent No.8, is that the present Original Application has been originated in the same chamber as that of Mr. Sambit Sambal, though under the name of different parties and in the name of a different Counsel which amounts to a fraud upon the Court and also amounts to abuse of process of Court.

25. Ms. Soumya Mishra, learned Counsel who has filed the present Original Application is not present today. Mr. Md. Akram's Vakalatnama is on record and he is present today and has been heard. As we have already noted hereinabove Mr. Akram could not dispute either the legal position as to the non-maintainability of the present Original Application or the fact of dismissal of the PIL WP (C) No.33158 of 2021 and allied cases by the Hon'ble High Court of Orissa as well as dismissal of SLP (C) No. 8637 of 2022 by the Hon'ble Supreme Court.

26. We are, therefore, satisfied that not only is the Original Application not maintainable but the same is an abuse of process of Court in view of the order passed by the Hon'ble High Court of Orissa at Cuttack and the Hon'ble Supreme Court.

27. In view of above, the Original Application No.53/2023/EZ is accordingly dismissed with a cost of Rs. 10,000/- (Rupees Ten Thousand only) against the Applicant, Satyabrata Sanjeeb Kumar. The amount of cost shall be deposited by the Applicant with the Ld. Registrar, National Green Tribunal,

Satyabrata Sanjeev Kumar Mohanta vs Moef on 18 July, 2023

Eastern Zone Bench, Kolkata, within one week from the date of this order. In case the Applicant fails to deposit the amount of cost with the Ld. Registrar, National Green Tribunal, Eastern Zone Bench, Kolkata, the same shall be recovered from him by the Collector & District Magistrate, Keonjhar, in accordance with law and the same shall be deposited with the Ld. Registrar, National Green Tribunal, Eastern Zone Bench, Kolkata.

28. Let a copy of this order be also forwarded to the Collector & District Magistrate, Keonjhar, for due compliance.

29. I.As. if any, stand disposed of accordingly.

..... B. Amit Sthalekar, JM Dr. Arun Kumar Verma,
EM July 18, 2023, Original Application No.53/2023/EZ (I.A. No.28/2023/EZ) AK

Virani Construction Company vs State Level Environmental Impact ... on 26 September, 2013

Virani Construction Company vs State Level Environmental Impact ... on 26 September, 2013

BEFORE THE NATIONAL GREEN TRIBUNAL
(WESTERN ZONE) BENCH, PUNE
APPEAL No. 72/2013

CORAM:

Hon'ble Shri Justice V.R. Kingaonkar
(Judicial Member)

Hon'ble Dr. Ajay.A.Deshpande
(Expert Member)

B E T W E E N:

VIRANI CONSTRUCTION COMPANY
Ground Floor, Virani Plaza,
Next to Virani Petrol Pump,
Kausa, Thane-400612.

....Appellant

AND

1. THE STATE LEVEL ENVIROMENTAL IMPACT ASSESSMENT COMMITTEE (SEAC),
Maharashtra
C/o, Secretary Environment,
Room No.217, Mantralaya Annex,
Mumbai-400032.
2. THE STATE LEVEL ENVIROMENTAL IMPACT ASSESSMENT AUTHORITY (SEIAA),
Maharashtra
C/o, Secretary Environment,
Room No.217, Mantralaya Annex,
Mumbai-400032.
3. GOVT. OF MAHARASHTRA
Environment Department

(J) Appeal No.72 of 2013

1

Virani Construction Company vs State Level Environmental Impact ... on 26 September, 2013

Secretary Environment,
Room No.217, Mantralay Annex,
Mumbai-400032.

.....Respondents

Counsel for Appellants:
Mr. R.B.Mahabal Advocate.

Counsel for Respondents:
Mr.D.S.Bhalerao for Respondent No. 1,
Mr. A.M. Pimparkar for Respondent No.2.

Date 26th September, 2013

J U D G M E N T

1. This is an appeal against decision taken by the State Environmental Assessment Committee (SEAC), in its meetings dated 22nd, 23rd and 24th of May, 2013. The appellant is a developer. The appellant has been authorized to construct buildings on the plots bearing Survey Nos. 36/4, 37/1 and 37/2, situated at village Kausa (district Thane).
2. It is not necessary to give a detailed account of the facts stated by the Appellant. Briefly stated, the Appellant initially proposed to carry out residential-cum-commercial construction project; having total construction area of 19,796.74 sq. meters on the above three plots. The appellant submitted plans to the Thane Municipal Corporation (TMC) for approval. The plans were approved. The TMC issued required commencement certificate dated 9th April, 2012. Subsequently, the Appellant decided to construct more area. Comprehensively, the total construction as proposed was of 38,071 sq. meters. Since it was over and above 20,000 sq. meters, the appellant approached to the State Environmental Assessment Committee (SEAC) for grant of Environmental Clearance (EC), in accordance with the MoEF Notification dated 14th September, 2006.
3. The appellant, admittedly, constructed 5,965 sq. meters of built up area on the said plots before the grant of EC. The proposal was considered by the State Environmental Assessment Committee (SEAC) in the meetings held on 22nd, 23rd and 24th May, 2013. The SEAC held that the construction of 5968 sq. meters, built up area was done by the appellant in violation of the MoEF Notification dated 14th September, 2006, and hence, the State Environmental Impact Assessment Authority (SEIAA), after due verification may initiate credible action, in accordance with OM dated 12th December, 2012, issued by the MoEF. Thus, proposal was referred to the State Environmental Impact Assessment Authority (SEIAA). The State Environmental Assessment Committee (SEAC) observed that the proposal will be considered only after the State Environmental Impact Assessment Authority (SEIAA) will take appropriate action or will give further instructions in the matter.

4. We have heard the learned Counsel for the parties. We have perused the affidavit in reply filed on behalf of the Respondent Nos. 1, 2 and 3. The Respondents have justified their action taken by the State Environmental Assessment Committee (SEAC). The Respondents referred to various OMs. The Respondents submitted that the question involved, is in the context of interpretation of the provisions contained in EIA Notification, as well as various OMs, coupled with the Orders passed by the Hon'ble High Court of Bombay.

5. We have heard learned Counsel for the parties. We have also perused the relevant OM dated 12th December, 2012. The learned Counsel for the Appellant invited our attention to the Judgments rendered by the Hon'ble High Court of Bombay in (1) WP.No.2809 of 2012, (2) WP Lodging No.470 of 2013, (3) WP No.654 of 2013, (4) WP (L) No.852 of 2013 and (5) WP (L) No.470 of 2013.

6. Learned Counsel for the Appellant argued that the SEAC, should have considered the proposal on its merits. He contended that the part of construction carried out by the Appellant is duly authorized in view of the Municipal permission. He argued that the Appellant approached to SEAC due to subsequent development, namely, decision to expand its original project. He argued that the construction done by the Appellant is legal one, because no EC was needed at the time the project was for area below 20,000 se. meters. It is argued that the Appellant cannot be penalized for the earlier construction and, therefore, the impugned decision of SEAC is bad in law.

7. Before we proceed to consider the appeal on merits, it may be noted that the prayers in the Appeal, clearly go to show that certain directions are sought against the SEAC, particularly, for consideration of construction proposal in full on environmental aspects. Not only that but the Appellant seeks declaration that previous construction of 8083 sq. meters, does not amount to violation of provisions of the Regulations enumerated in the MoEF Notification dated 14th September, 2006.

8. The Appellate jurisdiction of this Tribunal is circumscribed under Clauses (h) and (i) of Section 16 of Environment (Protection) Act, 1986. It will be useful to reproduce the relevant part of Section 16 along with Sub clauses (h) and (i) of the National Green Tribunal Act, 2010 for ready reference. It reads as follows:

"16. Tribunal to have appellate jurisdiction.--Any person aggrieved by,-

(a) xxx	xxx	xxx	xxx
(b) xxx	xxx	xxx	xxx
(c) xxx	xxx	xxx	xxx
(d) xxx	xxx	xxx	xxx
(e) xxx	xxx	xxx	xxx
(f) xxx	xxx	xxx	xxx
(g) xxx	xxx	xxx	xxx

(h) an order made, on or after the commencement of the National Green Tribunal Act, 2010, granting environmental clearance in the area in which any industries, operations or recesses or class of industries, operations and processes shall not be

Virani Construction Company vs State Level Environmental Impact ... on 26 September, 2013

carried out or shall be carried out subject to certain safeguards under the Environment (Protection) Act, 1986 (20 of 1986)

(i) an order made, on or after the commencement of the National Green Tribunal Act, 2010, refusing to grant environmental clearance for carrying out any activity or operation or process under the Environment (Protection) Act, 1986 (29 of 1986);

(j) xxx

xxx

xxx

xxx

(Emphasis Supplied)

9. A plain reading of above provision clearly shows that an Appeal can be entertained, if it is against the provisions issued under Section 5 of the Environment (Protection) Act, 1986, or order granting the EC, or refusing the EC. There appears no escape from conclusion that the Appellate jurisdiction of this Tribunal, is not equivalent to the Writ jurisdiction available to the Hon'ble High Court, under Art.226 of the Constitution. It is obvious, therefore, that this Tribunal cannot grant any declaratory relief and cannot issue any direction in the manner as prayed by the Appellant. In other words, we cannot direct SEAC to consider the proposal of the Appellant in full, excluding the area of the construction which was done prior to submission of the proposal. We cannot direct SEAC to segregate the earlier construction from remaining part of development project.

Needless to say, the Appeal is pre-mature and incompetent.

10. Perusal of the record shows that the Appellant has not given up the project for construction of more than 20,000 Sq. meters. The Appellant's proposal is for construction of 38,071 sq. meters. The MoEF Notification dated 14th September, 2006, is part and parcel of the act done in pursuance of delegated powers, under the provisions of Environment (Protection) Act, 1986. The relevant Clause in the said Notification reads as under :

"Requirement of prior Environmental Clearance (EC):-

The following Projects or activities shall require prior environmental clearance from the concerned regulatory authority, which shall hereinafter referred to be as the Central Government in the Ministry of Environment and Forests for and for matters falling under Category 'A' in the Schedule and at State level the State Environment Impact Assessment Authority (SEIAA) for matters falling under Category 'B' in the said Schedule, before any construction work, or preparation of land by the project management except for securing the land, is started on the project or activity;

(i) All new projects or activities listed in the Schedule to this notification.

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(ii) Expansion and modernization of existing projects or activities listed in the Schedule to this notification with addition of capacity beyond the limits specified for the concerned sector, that is, projects or activities which cross the threshold limits given in the Schedule, after expansion or modernization.

(iii) Any change in product, mix in an existing manufacturing unit including in Schedule beyond the specified range."

(Emphasis supplied)

3. Relevant portion of the Schedule in Clause (2) of the Notification reads as under:-

Project Category with threshold limit Conditions if any or A B activity 8 Building/Construction projects/Area Development projects and Townships 8(a) Building and >20000 The built up area for the Construction sq.mtrs and purpose of this Notification projects < 1, 50,000 is defined as 'the built up or sq. mtrs. Of covered area on all the floors built up area put together including basement(s) and other service area, which are proposed in the building/construction projects ' 8(b) Township and Covering an All projects under item 8(b) Area area >50 ha shall be appraised as Development and or built Category B1 projects up area > 1,50,000 sq. mtrs+ +

11. Considering the tenor of the Judgments, referred to by the learned Counsel for the Appellant, we are of the opinion that the Hon'ble High Court of Bombay, has not quashed the OM dated 12th December, 2012, issued by the MoEF. The MoEF Notification dated 14th September, 2006, which mandates EC, required prior to commencement of construction exceeding 20,000 sq. meters, is still not quashed or withdrawn by the MoEF. What we find from the reply given by the Appellant to the Show Cause Notice given by the SEIAA, vide letter dated 10th September, 2013, is that the Appellant gave following explanation "After making available necessary finance and making of our mind to develop further beyond 20,000m, we applied for the environmental clearance for the area that is more than 20,000m. However to be fair to environment, we planned and provided for environment management plan for the entire project without omitting responsibility for even the earlier planned area under construction."

12. It is pertinent to note that the Appellant did not show as to when the construction of 5965 sq. meters was completed. In this context, the only explanation given by the appellant is that his project is standalone project, and therefore, it is not compulsory to construct all buildings simultaneously, as a part of the same project. It is stated in the reply (Para 7) thus:

"If there is no market demand or we don't have sufficient funds, we may not construct the total project."

13. On careful consideration of the Judgments of the Hon'ble High Court of Bombay, we are of the opinion that the relief was granted to other Project Proponents like M/s Saumya Buildcon Pvt. Ltd, M/s Tridhatu Ventures Ltd and M/s Nahur Vikekanand Co-op. Housing Society Ltd and another, having regard to the facts of particular cases. It is important to note that in (WP No.654 of 2013, M/s Tridhatu Ventures Ltd V/s State of Maharashtra and others, the Hon'ble High Court permitted the Project Proponent to put up construction upto 19,000 sq. meters, including construction of 4935 sq. meters, which was already put up, subject to certain conditions. The conditions enumerated in para 17 of that Judgment, may be reproduced as follows:

"17. Having heard learned counsel for parties, and in the facts and circumstances of the case and particularly in the view of the fact that the width of the road is sufficient as required by the DCR 1991 and as far as OM is concerned, the same is treated as advisory and not mandatory and in the facts of the present case where the petitioner does not propose to make any further digging in the earth or laying any further foundation structure for the purpose of putting up construction upto 19,000 sq. mtrs. of built up area including 4935 sq. mtrs already put up by the petitioner, we are inclined to direct the respondent- Municipal Corporation to permit the petitioner to put up construction upto to 19,000 sq. meter including 4935 sq. meter already put up, subject to following conditions:

(i) that the petitioner as well as the Chairman of 'Sri Swati Co-operative Housing Society' shall file undertakings stating that the petitioner and the society shall not put up any construction exceeding 20,000 sq meter including the existing construction on the site village of Borla, Govandi.

(ii) that the petitioner will be putting up construction of 19,000 sq. mtrs for the purpose of accommodation 75 or maximum 78 members of 'Sri Swati Co-operative Housing Society' whose flats have already been demolished in 2010 for the purpose of redevelopment and not for any other purpose.

(iii) that the petitioner shall not do any further digging on the ground for laying foundation and shall only continue with the construction on the existing construction by raising height of the building within the limits permissible as per the DCR 1991 and in accordance with plans which may be sanctioned by the Municipal Corporation.

(iv) that the petitioner will not claim equity on the basis of this order.

(Emphasis supplied)

14. In our opinion, the Judgments of the Hon'ble High Court of Bombay are rendered in peculiar circumstances of each case. The said Judgments do not give a go-by to the requirements as enumerated vide MoEF Notification dated 14th September, 2006, nor OM dated 12th December, 2012, issued by the MOEF, has been quashed or held ultra vires. In fact, OM dated 12th December,

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2012, brings about internal instructions given by the MoEF to the State Authority. The Appellant cannot, as a matter of right, challenge the impugned decision of SEAC. The prayer Clause in the Appeal Memo reads as follows:

A. The SEAC be directed to hear the complete proposal as submitted by the appellant for grant of Environmental Clearance on merit, notwithstanding the independent action that may be taken by the SEIAA.

B. Prior construction to the extent of 5,965m² is legal as it does not attract the provisions of EIA notification 2006, as it is lesser than 20,000m² does not attract the provisions of EIA notification 2006, as it is lesser than 20,000 sq. meters.

C. There is no violation by the Appellant with respect to the construction of the appellant of 5965m² on the said plot.

D. Any other relief as may be deemed fit in the interest of justice.

15. This Tribunal cannot declare that the construction to the extent of 5,965 sq. meters is legal one. This Tribunal cannot entertain the Appeal against the decision of SEAC, which is not a final order as such. The SEAC, by the impugned decision only referred the proposal for necessary action to SEIAA, and decided to consider the proposal after the necessary action, or any other instructions of the superior Authority. The impugned decision, therefore, does not trample any legal right of the Appellant. What we find from the nature of the pleadings and prayers indicated in the Appeal Memo, is that by filing this Appeal, the Appellant desires to regularize the illegal construction, which has been already done inspite of the fact that no EC is granted for the project, though the said construction is part and parcel of the said project.

16. Taking a stock of the foregoing discussion, we are of the opinion that the Appeal is not maintainable and is incompetent. We are of further opinion that the appellant filed the present Appeal with malafide intention to put pressure on SEAC and SEIAA, in order to escape from credible action contemplated against him. In this view of the matter, the Appeal is liable to be dismissed with exemplary costs. We accordingly dismiss the Appeal with costs of Rs.1,00,000/- (Rs. One Lac). The amount of costs shall be deposited by the Appellant within one month by sending D.D drawn in favour of Fund Manager, Environmental Relief Fund, as per MoEF, Notification GSR-768(E), dated 4-10- 2008, notified under the provisions of Section 7(A) of the Public Liability Insurance Act, 1991, directly sent to the said Authority under Registered Post/acknowledgement due. The appellant shall produce copy of the D.D., copy of the acknowledgment of forwarding letter and receipt of payment to the said Authority, in the office of this Tribunal, within a period of one month (four weeks). In case of default of payment of the said costs, in the manner stated above, we will be constrained to direct attachment of the constructed building of the Appellant and may issue further directions to defer the proposal of the Appellant from consideration till the said amount is paid, or for any other coercive action, as may be permissible under the Law.

Virani Construction Company vs State Level Environmental Impact ... on 26 September, 2013

....., JM (V. R. Kingaonkar), EM (Dr. Ajay.A. Deshpande)

Waseem Ahmed vs State Of U.P on 12 May, 2023

Waseem Ahmed vs State Of U.P on 12 May, 2023

Author: Adarsh Kumar Goel

Bench: Adarsh Kumar Goel

Item No. 04

Court No. 1

BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI

Original Application No. 62/2023

(With report dated 9.5.2023)

Waseem Ahmad

Applicant

Versus

State of U.P.

Respondent

Date of hearing: 12.05.2023

CORAM: HON'BLE MR. JUSTICE ADARSH KUMAR GOEL, CHAIRPERSON
HON'BLE MR. JUSTICE SUDHIR AGARWAL, JUDICIAL MEMBER
HON'BLE DR. A. SENTHIL VEL, EXPERT MEMBER

ORDER

1. Grievance in this application is against violation of environmental norms by M/s Bharat Brass International in operating multiple furnaces and other manufacturing processes resulting in discharge of toxic liquids in drain to the detriment of environment at Moradabad in UP.
2. Vide order dated 3.3.2023, the Tribunal sought a factual report in the matter from a joint Committee comprising State PCB, CPCB and District Magistrate, Moradabad.
3. Accordingly, report dated 9.5.2023 has been filed after site visit concluding as follows:

"4- Conclusion-

- i. During visit it was found that unit M/s Bharat Brass International, Anand Bhawan 31, Civil Lines, Fateh singh marg, near ST. Pauls's Collage, Moradabad does not

exists.

ii. Joint committee visited the place of factory address Paper mill Chauraha, near Pipe Factory, Mehlakpur Road, Aghwanpur, Moradabad as mentioned by complainant in letter dated 01.09.2022 and unit M/s Bharat Brass International was not found in existence in nearby area. Also no factory was found owned by Mr. Anuj Mathur at the nearby area."

4. The applicant has not contested the report. We have thus to proceed on the basis thereof.

5. In view of above, the application was based on misleading and false facts which has resulted in abuse of process of law. Accordingly, the application is dismissed with cost quantified at Rs. 25,000/-.

6. The applicant may deposit the cost with the State PCB within one month, failing which the State PCB may take coercive measures for recovery of the amount. On realisation, the amount be utilized for restoration of the environment.

A copy of this order be forwarded to State PCB, CPCB and District Magistrate, Moradabad and the applicant by e-mail for compliance.

Adarsh Kumar Goel, CP Sudhir Agarwal, JM Dr. A. Senthil Vel, EM May 12, 2023 Original Application No. 62/2023 DV

2014 SCC OnLine Del 1135 : ILR (2014) 3 Del 2200

In the High Court of Delhi

WP

(BEFORE HIMA KOHLI, J.)

Trans India Logistics ... Petitioner;

Versus


Union of India & Ors. ... Respondents.

W.P.(C) No.: 1643/2014 & CM Appl.: 3425 - 3426/2014

Decided on March 13, 2014

A. Constitution of India — Article 226 — Petition seeking quashing of an order passed by Respondent 4 informing that the tenure of the lease of the period for the two lease contracts had expired and it was not possible to consider its request for extension of the contract. Held — Petitioner has remained completely silent about the letter issued by the respondents rejecting the extension of the subject contract. It is settled law that when a party approaches the High Court and seeks invocation of its jurisdiction u/a. 226, it must place on record all the relevant facts before the Court without any reservation. In exercising its discretionary jurisdiction u/a. 226 the High Court not only acts as a court of law, but also as a court of equity. Therefore, in case of deliberate concealment or suppression of material facts on the part of the petitioner or if it transpires that the facts have been so twisted and placed before the Court, so as to amount to concealment, the writ court is well entitled to entertain the petition and dismiss it without entering into the merits of the matter. Petition dismissed.

It is a settled law that when a party approaches the High Court and seeks the invocation of its jurisdiction under Article 226 of the Constitution of India, it must place on

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record all the relevant facts before the Court without any reservation. In exercising its discretionary powers and extraordinary jurisdiction under Article 226 of the Constitution of India, the High Court not only acts as a court of law, but also as a court of equity. Therefore, in case there is a deliberate concealment or suppression of material facts on the part of the petitioner or it transpires that the facts have been so twisted and placed before the Court, so as to amount to concealment, the writ court is entitled to refuse to entertain the petition and dismiss it without entering into the merits of the matter [Refer : *Prestige Lights Ltd. v. State Bank of*

India, (2007) 8 SCC 449].

(Para 7)

In the case at hand, on a perusal of the petition including the list of dates and events and annexures, this Court finds that the petitioner has remained completely silent about the letter dated 6.12.2010 issued by the respondents rejecting the extension of the subject contract that was duly received by him. Moreover, the petitioner has concealed the fact that he had accepted the extension for the contract of leasing of 4 tonnes RSLR space in train no. 2626 on the conditions imposed by the respondents vide letter dated 21.01.2011 which were on the same lines as contained in the letter dated 06.12.2010.

(Para 8)

The aforesaid conduct of the petitioned amounts to deliberate concealment of material facts from the Court, which itself is considered a sufficient ground for the Court to dismiss the present petition. The petitioner cannot expect equity to flow in his favour when he elects to approach the Court with unclean hands and states half truths and makes selective disclosures.

(Para 9)

[An Ba]


Case referred to:

1. *Prestige Lights Ltd. v. State Bank of India, (2007) 8 SCC 449.*

Result: Petition dismissed.

Appearances:

For the Petitioner: Mr. Sukumar Pattjoshi, Sr. Advocate with Mr. Swetank Shantanu, Mr. Pratap Shankar and Mr. Pratap Shankar and Mr. S.K. Dubey,

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Advocates.

For the Respondents: Mr. Jagjit Singh, Advocate with Ms. Sampa Sengupta and Mr. Tarak Khanna, Advocates.

The Judgment of the Court was delivered by

HIMA KOHLI, J. (Oral):— The present petition has been filed by the petitioner praying inter alia for quashing of an order dated 18.02.2014 passed by the respondent No. 4 informing it that the tenure of the lease period for the two lease contracts granted to it in respect of FSLR II and RSLR in train No. 2626 had expired in one case, on 18.09.2010 and in the other case, on 19.01.2011 and therefore, it was not possible to consider its request for extension of the lease contract in terms of clause 18 of the agreement dated 05.03.2008 executed by the parties.

2. Mr. Pattjoshi, learned Senior Advocate appearing for the petitioner states that it was during the currency of the subject lease agreement that the petitioner had addressed a representation dated 15.03.2010 to the respondents seeking extension of the lease. However, the respondents had failed to reply to the said request made by the petitioner till as late as on 28.09.2010, when they had addressed a letter informing him that the competent authority had decided to extend the petitioner's lease but with certain conditions as mentioned in Annexure P-4. It is submitted that as the conditions imposed in the said letter were contrary to the terms and conditions of the agreement governing the parties and the directions issued in the Circular No. 12/2006, the petitioner had written a letter dated 30.09.2010 to the respondents stating inter alia that he was entitled to extension of the contract in terms of the conditions stipulated in the original agreement. It is submitted by learned counsel that thereafter, a series of representations were made by the petitioner to the respondents on the same lines seeking extension of the contract but the respondents did not give any reply till as recently as on 18.02.2014, when the impugned letter was issued declining the petitioner's request.

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3. Mr. Jagjit Singh, counsel for the respondents, who appears on advance copy, disputes the aforesaid submissions made by the other side and states on instructions that the petitioner has deliberately withheld a letter dated 06.12.2010 addressed by the respondents to him on the issue of extension of the contract, wherein he was informed that since he had not accepted the conditions that were mentioned in the earlier letter dated 28.09.2010, the competent authority had decided not to extend the contract. He hands over a copy of the letter dated 06.12.2010 issued by the respondents that is taken on record.

4. Mr. Sowmen Bhowmik, the proprietor of the petitioner is present in Court. Learned counsel for the petitioner has been asked to obtain instructions from his client as to why the aforesaid letter has not been placed on record. The briefing counsel confirms the fact that his client had duly received the aforesaid letter dated 06.12.2010 but states that he had not revealed the same to him at the time of drafting the present petition.

5. Further, counsel for the respondents states that the petitioner has failed to point out that out of the two lease agreements executed with the petitioner, the lease in respect of RSLR in train No. 2626 was duly

extended by the respondents for a period of two years as the petitioner had duly complied with the conditions imposed by the respondents on him in its letter. In support of the said submission, learned counsel hands over a copy of the letter dated 20.01.2011 addressed by the respondents to the petitioner granting him extension of lease of 04 tons RSLR space in train No. 2626 for a period of two years or till finalization of fresh tender, which was duly accepted by him. Curiously, even the aforesaid facts have not been mentioned in the writ petition. Though the petitioner had accepted similar terms and conditions imposed by the respondents in the letter dated 20.01.2011, there is not a whisper in the writ petition as to the fact that the petitioner had accepted the said extension on the conditions imposed by the respondents, except for making a passing reference to the letter dated 21.01.2011 in sub-para (V)(k) of the writ petition.

6. Lastly, learned counsel for the respondents states that upon the expiry of the lease in respect of the subject train on 22.02.2011, a fresh contract was granted to a third party that was valid till 21.02.2014, and during the currency of the said contract, steps have been initiated by the respondents to float a fresh tender for inviting bids for executing a fresh



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lease in respect of the subject train and therefore, the petitioner is not entitled to any relief in the present petition.


7. It is a settled law that when a party approaches the High Court and seeks the invocation of its jurisdiction under Article 226 of the Constitution of India, it must place on record all the relevant facts before the Court without any reservation. In exercising its discretionary powers and extraordinary jurisdiction under Article 226 of the Constitution of India, the High Court not only acts as a court of law, but also as a court of equity. Therefore, in case there is a deliberate concealment or suppression of material facts on the part of the petitioner or it transpires that the facts have been so twisted and placed before the Court, so as to amount to concealment, the writ court is entitled to refuse to entertain the petition and dismiss it without entering into the merits of the matter [Refer: *Prestige Lights Ltd. v. State Bank of India*, (2007) 8 SCC 449].

8. In the case at hand, on a perusal of the petition including the list of dates and events and annexures, this Court finds that the petitioner has remained completely silent about the letter dated 6.12.2010 issued by the respondents rejecting the extension of the subject contract that

was duly received by him. Moreover, the petitioner has concealed the fact that he had accepted the extension for the contract of leasing of 4 tonnes RSLR space in train no. 2626 on the conditions imposed by the respondents vide letter dated 21.01.2011 which were on the same lines as contained in the letter dated 06.12.2010.

9. The aforesaid conduct of the petitioner amounts to deliberate concealment of material facts from the Court, which itself is considered a sufficient ground for the Court to dismiss the present petition. The petitioner cannot expect equity to flow in his favour when he elects to approach the Court with unclean hands and states half truths and makes selective disclosures.

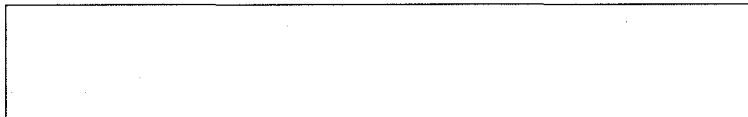
10. In view of the aforesaid facts and circumstances, while refraining from imposing substantial costs on the petitioner for intentionally failing to reveal all the necessary and material facts to the Court and deliberately failing to place on record the relevant documents, the present petition is dismissed with costs of Rs. 10,000/- to be deposited with the Delhi High Court Mediation and Conciliation Centre within two weeks from today and proof of deposit, placed on record within the same time. In case the

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costs are not deposited and proof of payment not placed on record, then the Registry shall place the matter before the court.

11. The petition is dismissed, alongwith the pending applications.

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IN THE COURT OF NATIONAL GREEN TRIBUNAL, PB, NEW DELHI

Suit/Appeal No. 1114 JURISDICTION OF 2024

In re: Varun Lwlati Plaintiff(s) or Petitioner(s)

Appellant(s) Complainant(s)

VERSUS

D.P.C.C & ORS Defendant (s)/ Respondent(s) / Accused Know all to whom these Present shall come that I/we Kapil Khandelwal : age, 50, E.T.S.H. C.P. Khandelwal, C-170, Vikas Puri

The above named Respondents ANUJ KUMAR SHARMA do hereby appoint D/3731/2010, 2C/146, VASUNDHARA, GHAZIABAD, UP- 201012 8076629401, anujkrsharma02@gmail.com

(herein after called the advocate/s) to be my / our Advocate in the above - noted case authorize him:-

To act, appear and plead in the above-noted case in this court or in any other court in which the same may be tried or heard and also in the appellate court including High Court subject to payment of fees separately for each court by me/us.

To sign file, verify and present pleadings, appeals cross-objection or petitions for executions review, revision, withdrawal, compromise or other petitions or affidavits or other documents as may be deemed necessary or proper for the prosecution of the said case in all its stages subjects to payment of fees for each stage.

To file and take back documents, to admit and/or deny the documents of opposite party.

To withdraw or compromise the said case or submit to arbitration any differences of disputes that may arise touching or in any manner relating to the said case.

To take execution proceedings on paying separate fee.

To deposit, draw and receive money, cheques, cash and grant receipts hereof and to do all other acts and things which may be necessary to be done for the progress and in the course of the prosecution on the said case.

To appoint and instruct any other Legal Practitioner authorizing him to exercise the power and authority hereby conferred upon the Advocate whenever he may think fit to do so and to sign the power of attorney on our behalf.

And I/we undersigned to hereby agree to ratify and confirm all acts done by the Advocate or his substitute in the matter as my/our own acts, as if done by me/us to all intents and purpose.

And I/we undertake that I/We or my/our duly authorized agent would appear in court on all hearings and will inform the Advocate for appearance when the case is called.

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

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

IN WITNESS WHERE OF I/We do hereunto set my/our hand to these presents the contents of which have been understood by me/us on this 18 Day of Feb. 2024 Accepted subject to the terms of the fees.

Amster Advocate D3731/2010

Client

Client

I Identify the Signature/Thumb Impression of Below Mentioned Person,

Signed in My Presence. The Client.

