

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL

PRINCIPAL BENCH, NEW DELHI

O.A. NO. 620 / 2022

IN THE MATTER OF:

KAUSHAL KISHORE VISHWAKARMA

...APPLICANT

VERSUS

STATE OF PUNJAB AND OTHERS

...RESPONDENTS

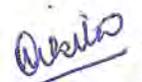
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RESPONDENT NO. 4

THROUGH



(SUNIL TYAGI) (YESHI RINCHHEN)

(NIKITA MAHESHWARI)

Counsels for the Respondent No.4

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Place: New Delhi

Date: 05.12.2025

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL**PRINCIPAL BENCH, NEW DELHI****O.A. NO. 620 / 2022****IN THE MATTER OF:**

KAUSHAL KISHORE VISHWAKARMA ...APPLICANT

VERSUS

STATE OF PUNJAB AND OTHERS ...RESPONDENTS

**REPLY ON BEHALF OF RESPONDENT NO. 4 TO THE
PROPOSAL FILED BY RESPONDENT NO.5**

MOST RESPECTFULLY SHOWETH :

1. The present Reply is being filed on behalf of National Fertilizers Limited, Bhatinda -i.e., Respondent No.4 being represented by its Authorised Representative, Sh. Tarun Kumar Batra, Chief General Manager being fully conversant with the facts of the case.
2. This Hon'ble Tribunal vide Order, dated 21.07.2025, in the captioned Application, was pleased to grant liberty to the Respondent No.5 -i.e., Shubham Sales Co. to submit a proposal before this Hon'ble Court for expeditious removal of carbon slurry from the premises of Respondent No.4.

T. Khatiwala

3. The Proposal for expeditious lifting of carbon slurry from the Respondent No.4's premises was filed as 'Annexure A' to the Submissions, dated 25.08.2025, on behalf of the Respondent No.5 before this Hon'ble Tribunal (hereinafter referred to as '**said Proposal**'). The present Reply is being filed by the Respondent No.4 to the said Proposal.
4. At the outset it is submitted that the Respondent No.4 is sincerely committed to the safe and expeditious disposal of the legacy carbon slurry stored at its Unit, in strict compliance with this Hon'ble Tribunal's directions and the Hazardous Waste (Management and Transboundary Movement) Rules, 2016 (hereinafter referred to as "**said Rules**"). The delay in complete disposal is primarily attributable to the Respondent No.5's failure to maintain the lifting schedule agreed upon under the existing Sale Order and in previous submissions before this Hon'ble Tribunal.

RESPONSE TO THE PROPOSAL BY RESPONDENT NO.5

5. **Para A, B and C :** The Respondent No.5 states that they have deposited INR 5,41,23,687/- (Rupees Five Crores Forty One Lakhs Twenty Three Thousand Six Hundred and Eighty Seven only), and at this stage, a balance of INR 2,07,61,088/- (Rupees Two Crores Seven Lakhs Sixty One Thousand and Eighty Eight only) remains with the Respondent No.4.

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- a. The figures regarding deposits are matters of record. It is clarified that these funds were deposited as security and advance payments for the lifting of material which the Respondent No.5 failed to lift as per the agreed schedule.
- b. It is further clarified that this deposit was intended to be adjusted against the lifting of carbon slurry, not held as a savings account to be refunded at will.
- c. It is submitted that the Respondent No.4 has demonstrated significant commitment to facilitating the lifting, even extending financial support to the Respondent No.5, in compliance with the directions of this Hon'ble Tribunal vide Order, dated 15.10.2024.
- d. It is crucial to highlight that the Respondent No.4 has already released a sum of INR 1,60,00,000/- (Rupees One Crore Sixty Lakhs only) to the Respondent No.5 on 29.03.2025 to meet working capital requirements and expedite the lifting of carbon slurry, as duly recorded in the said Proposal in Para B.
- e. Despite the substantial financial assistance, the Respondent No.5 has failed to accelerate the lifting process and lift the carbon slurry against the released sum, demonstrating the critical lack of *bonafide* and diligence in performing its core contractual duty. This non-performance immediately after receiving funds undermines the efficacy of the Respondent No.5 and jeopardizes the Respondent No.4's commitment to the process of disposing of the carbon slurry from its Ponds.

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6. **Para D :** The Respondent No.5 proposes to lift all remaining material for a lump sum payment of INR 10,00,000/- (Rupees Ten Lakhs only) plus GST.
- a. It is further submitted that since the proposal constitutes a drastic reduction in the value of the carbon slurry, the Respondent No.4 cannot voluntarily accept this reduced valuation at a lumpsum rate from INR 1,838/- (Rupees One Thousand Eight Hundred and Thirty Eight only) per MT rate. However the Respondent No. 4 is ready to accept whatever the Hon'ble Tribunal directs in this regard.
7. **Para E :** The Respondent No.5 proposes the refund of the balance amount of advance deposits held with the Respondent No.4, amounting to INR 2,07,61,088/- (Rupees Two Crores Seven Lakhs Sixty One Thousand and Eighty Eight only), against a bank guarantee of INR 31,90,000/- (Rupees Thirty One Lakhs and Ninety Thousand only), which shall be returned by the Respondent No.4 to the Respondent No.5 upon completion of lifting.
- a. The Respondent No.5 is currently in default of the lifting schedule and refunding of the balance security deposit over and above the INR 1.6 Crores already released, before the work is completed leaves the Respondent No.4 with no leverage to ensure that the entire carbon slurry is lifted. The remaining balance of INR 2.07 Crores currently serves as the only financial

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leverage which the Respondent No.4 possesses to ensure the expeditious lifting of the carbon slurry.

- b. It is humbly submitted that any refund whatsoever should only be processed after the successful lifting of the carbon slurry and the clearance of the site especially considering that the Respondent No.5 has also failed to lift the carbon slurry against the amount of INR 1.6 Crores already released as mentioned in 5 (d).
 - c. In the alternative, it is submitted that the refund, if any, be released in tranches linked to the percentage of the work completed (milestone-based release) to ensure that the Respondent No.5 remains motivated to expeditiously complete the lifting process.
 - d. Without prejudice to the above, it is submitted that the Respondent No.4 is willing to accept the logic of a bank guarantee as a security mechanism to ensure performance.
8. **Para F** : The Respondent No.5 proposes a timeline of 60 days to complete the lifting of the carbon slurry upon receipt of the refund of the balance deposit.
- a. The Respondent No.4 agrees to the timeline of 60 days as it serves the environmental mandate, but objects to the condition precedent attached to it.
 - b. As submitted above, the Respondent No.4 cannot release the full balance deposit upfront due to risk of abandonment and the past

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continued non-performance of obligations by the Respondent No.5. Consequently, the timeline cannot be held hostage to the demand for an upfront refund.

- c. Without prejudice to the above, it is submitted that subject to this Hon'ble Tribunal's directions, the Respondent No.4 may release the deposit *pari-passu* with the work done within the 60 day period.
- d. This ensures that the Respondent No.5 has liquidity to operate while the Respondent No.4 retains security against abandonment by the Respondent No.5. The 60 day timeline must however be sacrosanct and should commence from the date of this Hon'ble Tribunal's directions.

CURRENT STATUS

9. Despite the Respondent No.4 fulfilling its obligations by providing all support and infrastructure, including entry and exit gates, allowing lifting on Sundays / Holidays, and granting extensions to the Respondent No.5, the Respondent No.5 has failed to lift the carbon slurry within the stipulated time frame.
10. However, in light of this Hon'ble Tribunal's mandate to resolve the present issue swiftly, and recognizing the practical and logistical difficulty in engaging new authorized contractors for lifting of carbon slurry, the Respondent No.4 is prepared to fully comply with any and all specific directions issued by this Hon'ble Tribunal to expedite the

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disposal of carbon slurry, subject to strict adherence of timelines by the Respondent No.5.

11. It is reiterated that the Respondent No.4 is genuinely and wholly committed to the expeditious lifting and disposal of the remaining amount of carbon slurry, including ash, from its premises, without any further delay.
12. The present Reply is being filed *bonafide* and in the interest of justice.

PRAYER

In view of the above-mentioned facts and submissions, it is most respectfully prayed to this Hon'ble Tribunal that it may be pleased to:

- a. Take on record the present Reply by the Respondent No.4 to the Submissions, dated 25.08.2025, filed by the Respondent No.5 ;
- b. Issue directions on the Proposal for expeditious lifting of carbon slurry from Respondent No.4's premises filed as Annexure-A to the Submissions, dated 25.08.2025, filed by the Respondent No.5; and/ or
- c. Pass any order as this Hon'ble Tribunal may deem fit and proper in the facts and circumstances of the case.

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Nikita

RESPONDENT NO.4

THROUGH

Nikita

(SUNIL TYAGI) (YESHI RINCHHEN)

(NIKITA MAHESHWARI)

Counsels for the Respondent No.4

ZEUS LAW ASSOCIATES

Place: New Delhi

2, Palam Marg, Vasant Vihar, New Delhi - 110 057

Date: 05.12.2025

Tel.: +91 8979331122 | nikita.maheshwari@zeus.firm.in

Nikita

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

O.A. NO. 620 / 2022

IN THE MATTER OF:

KAUSHAL KISHORE VISHWAKARMA

...APPLICANT

VERSUS

STATE OF PUNJAB AND OTHERS

...RESPONDENTS



AFFIDAVIT

I, **Tarun Kumar Batra**, S/o Shri Kundan Lal Batra, aged about 59 Years, R/o NFL Township, Bathinda, do hereby solemnly affirm and state as under:-

1. That I am the Authorised Signatory of the Respondent No.4 in the present proceedings. I am fully conversant with the facts of the case and thus competent and authorized to swear this Affidavit.
2. That the accompanying Reply has been drafted under my instructions and the contents thereof, except the legal averments contained therein, are true and correct to the best of my knowledge and belief. The legal averments contained therein are true and correct on the basis of the legal advice, received by me and believed by me to be true and correct.

Tarun Kumar Batra

- 3. I state that no part of this Affidavit is false and no material facts have been concealed therefrom.
- 4. The Documents are true copies of their respective originals.



✓
T. Khatiwala

DEPONENT

तरुण कुमार बत्रा
मुख्य महा प्रबन्धक
TARUN KUMAR BATRA
Chief General Manager
नेशनल फर्टिलाइजर्स लिमिटेड
National Fertilizers Limited
बठिण्डा/BATHINDA-151003

VERIFICATION:

I, Tarun Kumar Batra, the above named Deponent, do hereby verify that the contents of this Affidavit are true and correct and no material facts have been concealed therefrom.

Verified at Bathinda on this 05 day of Dec., 2025.

✓
T. Khatiwala

DEPONENT

तरुण कुमार बत्रा
मुख्य महा प्रबन्धक
TARUN KUMAR BATRA
Chief General Manager
नेशनल फर्टिलाइजर्स लिमिटेड
National Fertilizers Limited
बठिण्डा/BATHINDA-151003

Entered in my Notarial Register as Attested as identified
Sr. No. 847 Register No. 08
Date. 05/12/2025

BHARAT JHUSHAN
Advocate & Notary
Appointed by Govt. of India:
BATHINDA
05/12/2025

1- 5 DEC 2025

I Know the Deponent/Executant
He/She has Signed/Thumb
marked in my presence.

05/12/25
(T. D. A.S.)
NPL Township Bathinda