

**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

INDEX

NDOH : 19.12.2025

S.NO.	PARTICULARS	PAGE NO.
1.	Reply on behalf of Respondent No.7 to the Proposal submitted by Respondent No.5, along with Affidavit.	1-10

RESPONDENT NO. 7

THROUGH


(SUNIL TYAGI) (YESHI RINCHHEN)

(NIKITA MAHESHWARI)

Counsels for the Respondent No.7

ZEUS LAW AS SOCIATES

2, Palam Marg, Vasant Vihar, New Delhi - 110 057 Tel.:

Place: New Delhi

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

Date: 08.12. 2025

3. The Proposal for expeditious lifting of carbon slurry from the Respondent No.7's premises was filed as 'Annexure B' 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.7 to the said Proposal.
4. At the outset it is submitted that the Respondent No.7 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 contracted lifting schedule.

RESPONSE TO THE PROPOSAL BY RESPONDENT NO.5

5. **Para A and B :** The Respondent No.5 states that they have deposited INR 7,40,46,289/- (Rupees Seven Crores Forty Lakhs Forty Six Thousand Two Hundred and Eighty Nine only), and after deductions, a balance of INR 6,80,40,521/- (Rupees Six Crores Eighty Lakhs Forty Thousand Five Hundred and Twenty One only) remains with the Respondent No.7.
 - a. The figures regarding deposits are matters of record. However, 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.

6. **Para C :** The Respondent No.5 proposes to lift the entire balance material for a lump sum payment of INR 25,00,000/- (Rupees Twenty Five Lakhs only) plus GST.

- a. It is submitted that since the proposal constitutes a drastic reduction in the value of the carbon slurry, the Respondent No.7 cannot voluntarily accept this reduced valuation at a lumpsum rate from INR 1,500/- (Rupees One Thousand Five Hundred only) per MT rate. However the Respondent No. 7 is ready to accept whatever the Hon'ble Tribunal directs in this regard.

7. **Para D :** The Respondent No.5 proposes to submit a bank guarantee of INR 91,95,000/- (Rupees Ninety One Lakhs Ninety Five Thousand only), which shall be returned by the Respondent No.7 to the Respondent No.5 upon completion of lifting.



- a. Without prejudice to the above, it is submitted that the Respondent No.7 is willing to accept the logic of a bank guarantee as a security mechanism to ensure performance.
- b. It is thus vital to ensure that the Respondent No.5 does not lift the easy to access material abandon the difficult residue. Therefore, the bank guarantee must be unconditional and encashable if the entire carbon slurry, inclusive of ash, is not fully lifting within the stipulated timeline by the Respondent No.5.

8. **Para E :** The Respondent No.5 has proposed that the balance of all advance and security deposits amounting to INR 6,80,40,521/- be refunded to them.

- a. The Respondent No.5 is currently in default of the lifting schedule and refunding of the security deposit before the work is completed leaves the Respondent No.7 with no leverage to ensure that the entire carbon slurry is lifted.
- 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.
- c. Without prejudice to the above, it is submitted that in the alternative, 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.

9. **Para F** : The Respondent No.5 proposes that the Respondent No.7 extend the supply of power, steam and water without any costs.
 - a. It is submitted that the providing free utilities amounts to the Respondent No.7 subsidizing commercial operations of the Respondent No.5. However, in the interest of expeditious lifting of the slurry, the Respondent No.7 is willing to bear these costs if directed by this Hon'ble Tribunal.

10. **Para G** : The Respondent No.5 proposes a timeline of 36 months to complete the lifting of the carbon slurry.
 - a. It is humbly submitted that a period of 36 months is excessive for a proposal for expeditious lifting.
 - b. Without prejudice to the above submissions, it is submitted that if the commercial terms are being relaxed specifically to facilitate the lifting of slurry, the timeline must be significantly tighter.

11. **Alternate Offer** : The Respondent No.5 has suggested an alternate proposal basis a proposal put forth by the Respondent No.7 on 25.03.2025.



- a. It is submitted that the Proposal, dated 25.03.2025, offered by the Respondent No.7 was a specific, limited time settlement offer for expeditious lifting of a specific quantity of 4208 MT of carbon slurry in 5 months. It was not a blanket open-ended offer.
- b. However, if the Respondent No.5 is willing to adhere to the strict timelines mentioned in the Proposal, dated 25.03.2025, the Respondent No.7 is willing to explore that specific arrangement under the supervision of this Hon'ble Tribunal.

CURRENT STATUS

12. Despite the Respondent No.7 fulfilling its obligations by providing all support and infrastructure, including entry and exit gates, fencing, CCTV, agreeing to the Respondent No.5's requests for utilities on a chargeable basis, granting extensions to the Respondent No.5 and amicably settling disputes with the Respondent No.5, the Respondent No.5 has significantly delayed on the timeline for lifting of the carbon slurry.
13. It is reiterated that while the Respondent No.7 has demonstrated flexibility and support for the Respondent No.5 by taking considerable measures to ensure a speedy disposal of carbon slurry, these actions were all aimed at facilitating the lifting and disposal of carbon slurry while adhering to statutory obligations.



14. 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.7 is prepared to fully comply with any and all specific directions issued by this Hon'ble Tribunal to expedite the disposal of carbon slurry, subject to strict adherence of timelines by the Respondent No.5.
15. The present Reply is being filed *bonafide* and in the interest of justice.

PRAYER

In view of the above-mentioned facts and submissions, it 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.7 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.7's premises filed as Annexure-B 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.



RESPONDENT NO.7

THROUGH

(SUNIL TY AGI) (YESHI RINCHHEN)

(NIKITA MAHESHWARI)

Counsels for the Respondent No.7

ZEUS LAW ASSOCIATES

2, Palam Marg, Vasant Vihar, New Delhi - 110 057 Tel.:

Place: New Delhi

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

Date: 08.12.2025

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

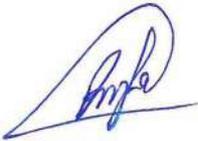
IN THE MATTER OF:

KAUSHAL KISHORE VISHWAKARMA ...APPLICANT
VERSUS
STATE OF PUNJAB AND OTHERS ...RESPONDENTS

AFFIDAVIT

I, BM Jha, S/o Shri Bhola Jha, aged about 60 Years, R/o Avanti, NFL Township, Panipat, do hereby solemnly affirm and state as under:-

1. That I am the Authorized Signatory of the Respondent No.7 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.


बा.एम. झा
B.M. JHA
मुख्य महाप्रबन्धक
Chief General Manager
नेशनल फर्टिलाइजर्स लि०, पानोपल
National Fertilizers Ltd., PANIPAT



08 DEC 2025

- 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.



DEPONENT
B.M. JHA
 मुख्य महाप्रबन्धक
 Chief General Manager
 नेशनल फर्टिलाइजर्स लि०, पानीपत
 National Fertilizers Ltd., PANIPAT

VERIFICATION:

I, BM Jha, 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 New Delhi on this 8th day of December, 2025.



DEPONENT
 B.M. JHA
 मुख्य महाप्रबन्धक
 Chief General Manager
 नेशनल फर्टिलाइजर्स लि०, पानीपत
 National Fertilizers Ltd., PANIPAT



ATTESTED

Notary, Panipat

08 DEC 2025

209
 Certified that the above was declared & sworn before me on this 8th day of 12/25 at Panipat in the District of Panipat by Sh. S.K. Aggarwal who personally appeared before me and is known to me and further that the affidavit has been read and explained to the declarant who has signed personally to it.