

**BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
Original Application No. 684 of 2023**

IN THE MATTER OF:

Sandeep

... Applicant

Versus

JR Group Power Automobile India
Pvt. Ltd. & Ors.
Respondents

...

**REPLY ON BEHALF OF RESPONDENT NO. 1
JRG Automotive Industries India Pvt. Ltd.**

I N D E X

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Filed By:

MULBERRY LAW

WeWork Platina Tower,
Sector - 28, M.G. Road,

Gurugram - 122 002

Mob. 9654074250

New Delhi

Date: 14.02.2024

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

Original Application No. 684 of 2023

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JR Group Power Automobile India
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Respondents

**REPLY ON BEHALF OF RESPONDENT NO. 1
JRG Automotive Industries India Pvt. Ltd.**

To

The Hon'ble Chief Justice of India,
and his other companion Justices
of the Supreme Court of India.

The humble application of
the Appellant/Applicant
above named:

MOST RESPECTFULLY SHOWETH:

1. That present Reply on behalf of Respondent No. 1 - JRG Automotive Industries India Pvt. Ltd. (*wrongly mentioned as JR Group Power Automobile India Pvt. Ltd. in the Cause Title*) is being filed, signed and verified by Shri D.P.



Sharma, presently working as Senior Manager with the Respondent No. 1 Company, who is the authorized representative of the Respondent No. 1 Company and as such he is duly authorized by the Respondent No. 1 Company to represent and pursue the present proceedings on its behalf in all its stages. He has been empowered to sign and verify the pleadings, applications, affidavits and file documents and to do all other acts as are required for the due conduct of the present proceedings vide the Board Resolution dated 19.01.2024 issued by the Company, which has already been annexed alongwith the present Reply and marked as **ANNEXURE - R-1/1**.

2. That Respondent No. 1 hereby denies all the averments and allegations contained in the Complaint, except those which are matters of record and those which are specifically admitted by the Complainant in the present Reply. Any factual averment or allegation made by the Complainant in the Complaint, which has not been expressly admitted by the Respondent No. 1, and / or which is inconsistent with the averments of the Respondent No. 1 made in this Reply to Complaint, shall be deemed to have been denied by the Respondent No. 1.



3. It is respectfully submitted that the copy of the complaint served upon the Respondent No. 1 does not annex any documents, if any at all filed by the Complainant alongwith his original complaint. In view thereof, the Respondent No. 1 reserves its right to rebut to such documents, which were filed alongwith the original complaint and not served upon the Respondent No. 1; or file appropriate reply alongwith additional documents, if need be, in the event the Complainant subsequently files any additional documents or add, alter or modify any of the grounds of his complaint.
4. It is respectfully submitted that a bare perusal of the complaint filed by the Complainant would reveal that the same is completely fictitious and utterly frivolous. It is a classic case of *suggestio falsi* as the Complainant has tried to set up a false case based on his vested interests to defame and harass the Respondent No. 1.
5. It is submitted that the Complainant have desperately tried to paint a picture that he is a responsible citizen who cares about environment; however, his sole intent and motive is to harass the Respondent No. 1. The Complainant has consciously and deliberately

A handwritten signature in black ink, appearing to be 'G. S. Anwar', with a horizontal line underneath.

initiated such false propaganda and false narratives about so-called pollution created by the establishment of the Respondent No. 1 because the Respondent No. 1 objected to his extortion and did not succumb to his threats to defame the Respondent No. 1 in case his extortionary demands were not fulfilled. It is submitted that the Complainant is an infamous notorious goon of the locality who runs an extortion racket; and he has been harassing the Respondent No. 1 Company for quite some time; however, evidently every time his malicious and vicious plans fail in front of the cautious and strict scrutiny and inspection conducted by the concerned governmental authorities while acting upon his frivolous complaints. The past record of the fate of his complaints would prove the afore-mentioned true facts and on this count alone the present complaint filed by the Complainant deserve to be rejected at the very outset, thereby imposing heavy costs upon the Complainant for filing a frivolous complaint in order to achieve his ulterior motives and also for wasting precious judicial time.

6. It is further submitted that the complaint filed by the Complainant is devoid of any documentary proof to substantiate its



frivolous and fictitious allegations. The complaint stands on the legs of bald assertions and concocted versions out of Complainant's figment of misconceived imagination. Therefore, the complaint filed by the Complainant lacks bonafide and is not trust worthy; hence the same deserves to be rejected at the very threshold.

7. It is respectfully submitted that the Respondent No. 1's plant is situated at Plot No. 22-23-24, Sector-7, HSIIDC, Bawal, Haryana. The Respondent No. 1 conducts injection moulding of automotive plastic parts, wherein such automotive plastic parts are been painted under several processes. It is submitted that in this process of painting, waste is been generated which is immediately routed to the Effluent Treatment Plant [ETP] installed and maintained by the Respondent No. 1 Company in its premises. Upon treating the waste the final remainder is known as '*paint sludge*' which is thereafter handed over to an authorized agency, who are recognized by the government to deal with industrial waste as per environmental norms. A copy of the '*Agreement for Safely Management of Hazardous Waste*' entered between the Respondent No. 1 and the said authorized agency, is annexed herewith and marked as



ANNEXURE - R-1/2. It is pertinent to mention that remaining ETP treated water is thereafter diverted to the sewerage connection provided by Haryana State Industrial & Infrastructure Development Corporation [HSIIDC]; for which the Respondent No. 1 Company pays separate Water/Sewerage charges against Bills raised by HSIIDC.

8. It is pertinent to mention that the Haryana State Pollution Control Board vide its Letter dated 16.05.2021 has granted consent to the Respondent No. 1 Company to operate its plant at the aforementioned address. A copy of the said Letter dated 16.05.2021 issued by Haryana State Pollution Control Board, is annexed herewith and marked as **ANNEXURE - R-1/3.**
9. Thus, it is apparent that the Respondent No. 1 have acted responsibly in every manner possible in order to ensure that no environmental pollution is caused due to the operation of its plant.
10. That the Complainant had previously approached the Ld. State Authority and accordingly on the basis such complaint, officials of Haryana State Pollution Control Board [HSPCB] physically visited the plant of



Respondent No. 1 and collected sample of liquid trade effluent from the inlet and outlet of the ETP maintained by the Respondent No. 1, for analysis. Upon analysis of such samples a detailed Report bearing No. 1891 dated 09.02.2023 was prepared by HSPCB; and on the basis of this Report the State Authority observed that the parameters of trade effluent were well within limit. Thus, no further action was taken by the State Authority on the complaint of the Complainant, as his claims were baseless and frivolous.

11. That in terms of this Hon'ble Tribunal's directions passed in Order dated 08.11.2023, the Joint Committee comprising of SDM, Bawal, an Officer of the Central Pollution Control Board [CPCB] and an Officer of HSPCB, physically visited the plant of Respondent No. 1 on 09.01.2024, wherein the Complainant also accompanied. Upon inspecting the plant, SDM, Bawal instructed the Officers of CPCB & HSPCB to collect samples and send them to an authorized lab for analysis.
12. That the Respondent No. 1 Company has always operated its plant keeping in mind environmental norms and there has never been a breach on its part. The present



complaint under reply has been filed with malicious and ulterior motives, which deserves to be dismissed with costs.

13. That the present Reply has been made bonafide and in the interest of justice.

P R A Y E R

In the above facts and circumstances of the case the Petitioner most respectfully prays that this Hon'ble Court may be pleased to;

- a) Dismiss the Original Application No. 684 of 2023 with exemplary costs upon the Complainant for filing a frivolous complaint and wasting precious judicial time; and
- b) Pass such other and further orders as may deemed necessary by the Hon'ble Court.

RESPONDENT NO. 1
(Through Authorized Representative)

THROUGH

MULBERRY LAW
ADVOCATE FOR RESPONDENT NO. 1

WeWork Platina Tower,
Sector - 28, M.G. Road,
Gurugram - 122 002
Mob. 9654074250

New Delhi
Date: 14.02.2024

**BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
Original Application No. 684 of 2023**

IN THE MATTER OF:

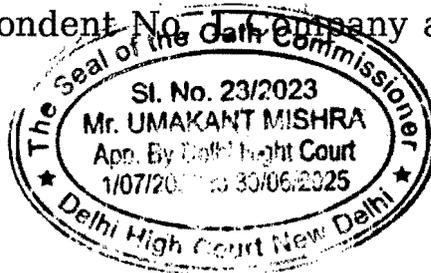
Sandeep ... Applicant
Versus

JR Group Power Automobile India
Pvt. Ltd. & Ors. ...
Respondents

AFFIDAVIT

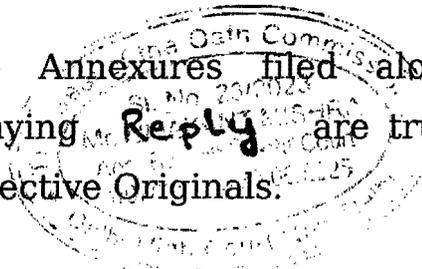
I, D.P. Sharma, S/o Ram Partap, aged about 53 years, present working as Senior Manager with Respondent No. 1 Company, office at Plot No. 22-23-24, Sector-7, HSIIDC, Bawal, Haryana presently at New Delhi, do hereby most solemnly state and affirm as under:

1. I say that I am working as Senior Manager with the Respondent No. 1 Company and have been duly authorized by the Respondent No. 1 Company vide Board Resolution dated 19.01.2024. I am fully conversant with the facts of this case as such am competent to swear this affidavit.
2. I say that I have gone through the accompanying Reply, contents of the same are true and correct, based on record maintained with the Respondent No. 1 Company and the



same has been drafted by the Counsel under instructions.

- 3. That the Annexures filed alongwith the accompanying **Reply** are true copies of their respective Originals.



K. Adhikari
D/688A/2009

D.P. Sharma
DEPONENT

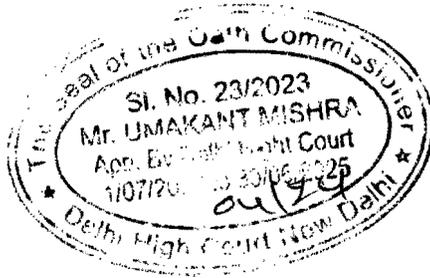
VERIFICATION:-

I, D.P. Sharma, the deponent mentioned above do hereby most solemnly affirm and verify that what is stated in the above Affidavit is true and correct, based on record maintained with the Respondent No. 1 Company and I believe the same to be true.

Verified at New Delhi on this the 14th day of February, 2024.

14 FEB 2024

D.P. Sharma
DEPONENT



I identify the deponent who has signed/put thumb impression in my presence.

CERTIFIED THAT THE DEPONENT
Shri/Smt./Km..... *D.P. Sharma*
S/o W/o/D/o.Sh. *K. Adhikari*
R/o.....
Identified by, Shri/Smt./Km..... *K. Adhikari*
has solemnly affirmed and verified that the contents of the affidavit which have been read & explained to him are true and correct to his knowledge.

14 FEB 2024
Oath Commissioner Delhi High Court

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF JRG AUTOMOTIVE INDUSTRIES INDIA PVT LTD AT THEIR MEETING HELD ON THE FRIDAY 19TH DAY OF JANUARY 2024 AT PARK CENTRE, UNIT 006, GROUND FLOOR, SECTOR-30 DLF QE, GURGAON, DLF QE, HARYANA-122002 AT 09.00 A.M.

"RESOLVED THAT Mr. DP Sharma, employee of the Company, be and is hereby authorised to (a) appear, sign, verify, declare, affirm, make, present, submit and file all necessary notices, complaints, petitions, written statements, affidavits, undertakings, vakalatnamas, declarations, Appeals, Revisions, applications, statements, complaints, papers and documents and all proceedings and matters in connection with any suit(s) or proceeding(s) filed by or against the Company before any court of law or any tribunal or any quasi-judicial or statutory or administrative authority; and (b) nominate, appoint and engage advocates, solicitors, counsel or other professionals and retainers; and to do all such acts, things, deeds as may be necessary or proper to carry out the purposes mentioned hereinbefore."

The specimen signature of Mr. DP Sharma is given below:

**(DP Sharma)
Authorised Signatory**

For & on behalf of JRG Automotive Industries India Private Limited


**Rakshat Goyal
Director
DIN: 08733621**


[True Copy]

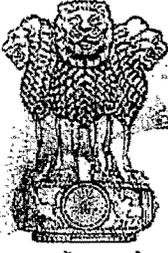
Regd. Office : Park Centre, Unit-006, Ground Floor, Sector-30, Gurugram-122002

Unit 1 :
Plot No. 16, Sector-5,
HSIDC IMT, Bawal
District Rewari (Haryana) 123501

Unit 2 :
Plot Nos. 22, 23 & 24, Sector-7,
HSIDC IMT, Bawal
District Rewari (Haryana) 123501

Unit 3 :
Survey Nos. 532, 547, 548 & 553,
Village Karsanpura, Taluka Mandal,
District Ahmedabad (Gujarat) 382140

Unit 4 :
Plot No. 15, Sector-5,
HSIDC IMT, Bawal
District Rewari (Haryana) 123501



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Rajasthan

e-Stamp

KAILASH CHAND KUMAR
 ACC CODE: rj3026904/S.V. Lic No. 355/23
 A-21-22, Ganpati Plaza, Bhiwadi (Raj.)
 Mob. No. 9314706969, 9414706969

Certificate No. : IN-RJ30094563931539W
 Certificate Issued Date : 07-Feb-2024/04:58-PM
 Account Reference : NONACC (SV)/rj3026904/BHIWARI/ RJ-AL
 Unique Doc. Reference : SUBIN-RJRJ302690447607520851776W
 Purchased by : ECO MANAGEMENT AND PROTECTION SERVICES
 Description of Document : Article 14 Bond
 Property Description : PLOT NO. F-33, RIICO INDUSTRIAL AREA, KAHARANI, BHIWADI, DISTT. ALWAR (RAJ.)
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : JRG AUTOMOTIVE INDUSTRIES INDIA PVT LTD
 Second Party : ECO MANAGEMENT AND PROTECTION SERVICES
 Stamp Duty Paid By : ECO MANAGEMENT AND PROTECTION SERVICES
 Stamp Duty Payable (Rs.) : 100
 (One Hundred only)
 Surcharge for Infrastructure Development (Rs.) : 10
 (Ten only)
 Surcharge for Propagation and Conservation of Cow (Rs.) : 10
 (Ten only)
 Surcharge for Relief from Natural and Man-made Calamities (Rs.) : 10
 (Ten only)
 Stamp Duty Amount(Rs.) : 130
 (One Hundred And Thirty only)



For JRG Automotive Industries India Pvt. Ltd.

Authorized Signatory

0027173114

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For more information, the Stamp Certificate should be verified at www.shikhaStamp.com or using e-Stamp Mobile App of Stock Holding Corporation of India. The Stamp Certificate and as available on the website / Mobile App renders it invalid.
 For more information, please contact the users of the certificate.

Certificate No. IN – RJ30094563931539W

Agreement for Safely Management of Hazardous Waste

This Agreement is entered and executed at Bhiwadi on 1st day of January 2023.

Between

M/s JRG Automotive Industries India Private Limited a company incorporated under the Company Act, 1956, and having its Registered Office at Unit No. 006, BPTP Park Centra, Sector – 30, Gurugram – 122001, Haryana, (hereinafter referred as “JRG Automotive”) and Factory address-(1) Plot No. 15, Sector -16, IMT Bawal, District _Rewari, Haryana – 123501, (2) Plot No. 16, Sector- 5, IMT Bawal, District – Rewari, Haryana – 123501, (3) Plot No. 22 – 24, Sector 7, IMT Bawal, District- Rewari, Haryan – 123501, which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its representative, successors in interest, executors, administrators, liquidators and permitted assigns, through Mr. G L Goyal (Vice President) of the One Part.

AND

M/s. Eco Management And Protection Services, a Partnership Firm and having its Registered Postal Address Office & Hazardous Waste Processing Site at F – 33, RIICO Industrial Area, Kaharani, Bhiwadi – 301019, Distt. Alwar (Rajasthan), (hereinafter referred as “ECO MANAGEMENT”) represented by its duly authorized representative Mr. Siddarth K Sharma designated as Partner, nominated person with authorities, for due compliance of Environment Protection Act, 1986 for its processing unit works and Rules framed there under inter-alia including Hazardous Waste (Management, Handling & Trans-boundary Movement) Rules, 2016 to operate a facility for Collection, Disposal, Reception, Storage treatment and disposal of Hazardous Waste as in terms of Guidelines issued by Central Pollution Control Board.

The JRG Automotive and Eco Management are hereinafter collectively referred to as “Parties” and individually as “Party” unless repugnant to the context.

WHEREAS JRG Automotive has represented to ECO MANAGEMENT that JRG Automotive is authorized by HARYANA STATE POLLUTION CONTROL BOARD under Hazardous and Other wastes (Management and Transboundary Movement) Rules, 2016 of the Environment Protection Act. 1986

And Whereas ECO MANAGEMENT has obtained the authorization to operate a facility for processing of Paint Sludge and Discarded Containers.

Following is the type and quantity of waste we are entering into agreement -

S.no.	Hazardous waste Type and category	HW Category	Quantity
1.	Process Wastes, residues and sludges (Paint Sludge)	21.1	As per Authorization
2.	Empty barrels/containers/liners/lids contaminated with hazardous chemicals/waste	33.1	As per Authorization

For JRG Automotive Industries India Pvt. Ltd.
 Authorised Signatory

For JRG Automotive Industries India Pvt. Ltd.



Certificate No. IN – RJ30094563931539W

SCOPE OF WORK

That **JRG Automotive** will arrange loading, removal of Paint Sludge & Discarded Containers from the **JRG Automotive Site** and **ECO MANAGEMENT** will arrange Collection, Transportation, Treatment, and disposal of hazardous waste as per the applicable rules and norms framed in this regard by the PCB.

PAINT SLUDGE & DISCARDED CONTAINERS PROCESSING AGREEMENT WITNESSES AS UNDER:

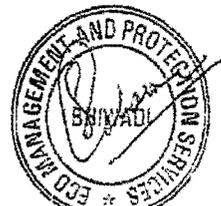
That **JRG Automotive Industries India Private Limited** as waste generator at Plot No. 15, Sector - 16, IMT Bawal, District _ Rewari, Haryana – 123501, (2) Plot No. 16, Sector- 5, IMT Bawal, District – Rewari, Haryana – 123501, (3) Plot No. 22 – 24, Sector 7, IMT Bawal, District- Rewari, Haryan – 123501- India agrees for the processing of Paint Sludge & Discarded Containers at **ECO MANAGEMENT** at its Common Paint Sludge & Discarded Containers Treatment Facility at Bhiwadi to which **ECO MANAGEMENT** agrees to do same in accordance with aforesaid Rules of 2016 read together with Guidelines issued by Central Pollution Control Board (CPCB) and State Pollution Control Board.

1. That **JRG Automotive** as Waste Generator agrees and undertake to ensure due compliance of applicable provisions and procedures under Rules of 2016 related to generation, collection and storage prior to packing under Chapter IV & V and also maintain necessary arrangements for the same. Similarly, **JRG Automotive** would ensure due compliance of all applicable provisions and procedures related to Loading of hazardous waste specified under Chapter VI of said Rules and all other applicable provisions there under.
2. That this agreement would be effective from 01-01-2023 to 31-12-2025, will be valid initially for a period of two years (2 years), and can be renewed from time to time on mutually agreed terms in writing.
3. That **JRG Automotive** will inform the tentative quantity likely to be dispatched on or before start of every month to enable **ECO MANAGEMENT** to plan its disposal accordingly. In addition, **JRG Automotive** shall intimate the actual dispatch particulars and quantity being dispatched, but prior to loading of the Cargo to nominated person of **ECO MANAGEMENT**, so that, necessary arrangements at **ECO MANAGEMENT**'s site can be done. The actual dispatch shall be done only after receipt of confirmation from **ECO MANAGEMENT** end. This is to avoid detention/waiting of vehicles loaded with hazardous sludge at public place/outside plant.
4. **Eco Management** on receipt of information from **JRG Automotive**, will plan and schedule lifting of the Paint Sludge and Discarded Containers Hazardous waste from the premises of **JRG Automotive** within three business days on receipt of such information.
5. That entire cost of loading at **JRG Automotive** site shall be entirely borne by **JRG Automotive**.
6. **JRG Automotive** shall provide the transporter with the relevant information in Form 9 (TRANSPORT EMERGENCY CARD), regarding the hazardous nature of the waste and measures to be taken in case of an emergency and shall mark the hazardous wastes containers and bags as per Form 8.

For JRG Automotive Industries India Pvt. Ltd.

For JRG Automotive Industries India Pvt. Ltd:

Authorised Signatory



Certificate No. IN – RJ30094563931539W

This agreement can be terminated by giving one-month notice on either side and even earlier with mutual consent. Irrespective of such termination obligation of **JRG Automotive** to pay for the invoices already raised and charges for balance material shall be continued.

7. **ECO MANAGEMENT** would arrange transportation and unloading of hazardous waste Paint Sludge & Discarded Containers as per norms prescribed by respective Pollution Control Board. Vehicles shall be roadworthy, fit to carry hazardous waste Paint Sludge & Discarded Containers as per prescribed by statutory bodies time to time. These vehicles shall be utilized exclusively for transportation of hazardous waste.

That the **JRG Automotive** will Prepare the 7 copies of manifest from the **Eco Management** as per rules.

Manifest System (Movement Document) for hazardous waste and other waste to be used within the country only

<u>Copy number with colour code</u>	<u>Purpose</u>
(1)	(2)
Copy 1 (white)	To be forwarded by the sender to the State Pollution Control Board after signing all the seven copies.
Copy 2 (Yellow)	To be retained by the sender after taking signature on it from the transporter and the rest of the five signed copies to be carried by the transporter.
Copy 3 (Pink)	To be retained by the receiver (actual user or treatment storage and disposal facility operator) after receiving the waste and the remaining four copies are to be duly signed by the receiver.
Copy 4 (Orange)	To be handed over to the transporter by the receiver after accepting waste.
Copy 5 (Green)	To be sent by the receiver to the State Pollution Control Board.
Copy 6 (Blue)	To be sent by the receiver to the sender.
Copy 7 (Grey)	To be sent by the receiver to the State Pollution Control Board of the sender in case the sender is in another State.

8. The details of **commercials (Quotation)** are attached separately in Annexure-1.
9. The **Eco Management** shall indemnify and keep indemnified **JRG Automotive** from all losses, damages and third party claims after taking out Paint Sludge and Hazardous waste from the premises of **JRG Automotive** in case of non-compliance of statutory norms on the part of **Eco Management**.

For JRG Automotive Industries India Pvt. Ltd.

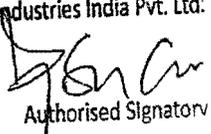
Authorised Signatory

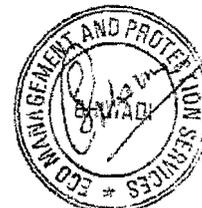


Certificate No. IN – RJ30094563931539W

10. Notwithstanding anything contained herein, neither Part hereto shall be liable for damages or have this Agreement terminated for any delay or default in the performance of such Part hereunder if such delay or default in performance derives from conditions beyond the reasonable control of such Part, including but not limited to, acts of God, fires, floods, extreme drought, riots, work stoppages, embargoes, governmental actions or damage to the plant or facility or any cause unavoidable or beyond the control of either part including any arbitrary ruling by the Government prohibiting the handling of the Waste or continuing domestic or international problems such as wars, pandemic or natural calamities.
11. 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 all prior agreement or arrangements, if any, in this behalf, signed entered into by and between the parties hereto.
12. This Agreement is on principal to basis and nothing contained herein shall be deemed to constitute a partnership, joint venture or agency by and between the parties hereto.
13. This agreement may be modified or amended only by writing, duly executed by or on behalf of the parties hereto.
14. Any terms and conditions of this Agreement may be waived at any time by the party that is entitled to the benefit thereof. Such waiver must be in writing and must be executed by an authorized officer of such party. A waiver on one occasion will not be deemed to be waiver of a similar occasion or any other similar breach or non – fulfilment on a future occasion.
15. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future laws, such provisions shall be deemed terminable and the remaining parts and provisions of this Agreement shall remain in full force and effect.
16. It is clearly and expressly understood by and between the parties that the activity of lifting transportation, treatment, storage and disposal of Paint Sludge and Hazardous wastes is an independent contract and it does not come within the purview of **JRG Automotive** manufacturing and selling activities. It is also clearly understood and confirmed by and between the parties that this contract is for performance of work and not for supply of Labour.
17. Nothing contained in these terms and conditions shall be construed as creating any relationship either direct or indirect of employer and employee between **JRG Automotive** and the persons engaged by **Eco Management**. **JRG Automotive** shall have no liability towards such persons and such persons will not have any claim whatsoever against **JRG Automotive** for salary, wages, provident fund, gratuity and retrenchment, compensation or any other compensation for accident or death or any claim whatsoever.
18. Any dispute arising on any clauses of this Agreement and the contents of the Annexure hereto between **JRG Automotive** and **Eco Management** shall be referred to an Arbitrator to be mutually appointed by both parties. The Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 with amendments thereof. The arbitration proceedings shall be conducted in English and shall take place at Faridabad, India. The arbitral award, including interim awards, if any shall be final and binding upon both parties.

For JRG Automotive Industries India Pvt. Ltd.


Authorized Signatory

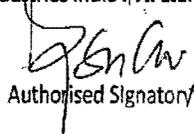
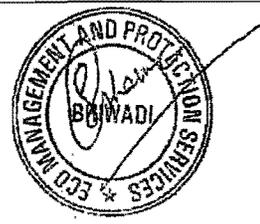


Certificate No. IN – RJ30094563931539W

19. Subject to the provisions of the foregoing clause, **JRG Automotive and Eco Management** mutually agree that the Courts of Gurgaon alone, to the exclusion of any other, shall have the jurisdiction.

It is declared by both the parties that persons signing this agreement have requisite authority to enter into this agreement and it shall not be disputed at any forum by any one and would be binding on both the companies.

In witness, whereof the parties have hereto affixed their signature on the date stated in this agreement.

For JRG Automotive Industries India Pvt. Ltd.	For Eco Management And Protection Services
<p>For JRG Automotive Industries India Pvt. Ltd.</p>  <p>Authorised Signatory</p>	
<p>Mr. G L Goyal (Vice President)</p>	<p>Siddarth K Sharma (Partner)</p>

Certificate No. IN – RJ30094563931539W

Annexure -1

S.no.	Description	Unit	Rates	GST	Remarks
1	Processing charges for Paint Sludge Hazardous Waste Category 21.1	Per KG	₹ 5.65	18%	payable by JRG Automotive to Eco Management
2	Re- Processing charges for 1-2 ltr. MS Containers	Per Nos.	₹ 4.00	18%	payable by Eco Management to JRG Automotive
3	Re- Processing charges for 3-4 ltr. MS Containers	Per Nos.	₹ 5.00	18%	payable by Eco Management to JRG Automotive
4	Re- Processing charges for 10 ltr. MS Containers	Per Nos.	₹ 17.00	18%	payable by Eco Management to JRG Automotive
5	Re- Processing charges for 20 - 30 ltr. MS Containers	Per Nos.	₹ 30.00	18%	payable by Eco Management to JRG Automotive
6	Membership Fees (Lifetime non - refundable)	one time	₹ 20,000.00	18%	payable by JRG Automotive to Eco Management
7	Security Fees for hazardous waste (refundable/adjustable)	one time	₹ 1,00,000.00	18%	payable by JRG Automotive to Eco Management
8	Waste Testing Charge (one time)	one time	₹ 30,000.00	18%	waived off
Special Points					
9	Above charges include transportation, unloading and processing charge.				
10	You will provide online manifest FORM 10 at the time of lifting as per rules and regulations of HSPCB, CPCB and other concerned Pollution Board				
11	Loading of Hazardous waste is in the scope of JRG Automotive.				
12	Minimum quantity required for Paint Sludge is 5 Ton. Minimum billing quantity will be 5 Ton.				
13	Payment terms, within 15 days from the date of invoice by both Parties.				

For JRG Automotive Industries India Pvt. Ltd.	For Eco Management And Protection Services
<p>For JRG Automotive Industries India Pvt. Ltd.</p> <p><i>[Signature]</i> Authorised Signatory</p>	<p><i>[Signature]</i></p> <p></p>
Mr. G L Goyal (Vice President)	Siddarth K Sharma (Partner)

[Signature]
[True Copy]



HARYANA STATE POLLUTION CONTROL BOARD

**Lala Nemi Chand Singhal Enc.Sohna Road, Near
Hanuman Mandir,Dharuhera Ph. 01274-244440-
41(O) Email:- hspcbrodr@gmail.com
E-mail: hspcb@hry.nic.in**

No. HSPCB/Consent/ : 313128721REWCTO8122584

Dated:16/05/2021

To.

M/s :JRG Automotive Industries India Pvt. Ltd. Unit 2
Plot No.22- 23-24, Sector-7, HSIIDC,Bawal

Subject: Grant of consent to operate to M/s JRG Automotive Industries India Pvt. Ltd. Unit 2.

Please refer to your application no. 8122584 received on dated 2021-03-25 in regional office Dharuhera. With reference to your above application for consent to operate, M/s JRG Automotive Industries India Pvt. Ltd. Unit 2 is here by granted consent as per following specification/Terms and conditions.

Consent Under	BOTH
Period of consent	25/03/2021 - 31/03/2025
Industry Type	Spray painting, paint baking, paint shipping
Category	ORANGE
Investment(In Lakh)	2183.4526
Total Land Area(Sq. meter)	10117.2
Total Builtup Area(Sq. meter)	6070.0
Quantity of effluent	
1. Trade	1.0 KL/Day
2. Domestic	0.0 KL/Day
Number of outlets	1.0
Mode of discharge	
1. Domestic	
2. Trade	Irrigation
Domestic Effluent Parameters	
1. BOD	30 mg/l
2. COD	250 mg/l
3. TSS	100 mg/l
4. pH	5.5-9.0
5. O&G	10
Trade Effluent Parameters	
1. BOD	30 mg/l
2. COD	250 mg/l
3. TSS	100 mg/l
4. pH	5.5-9.0

5. O&G	10
Number of stacks	1
Height of stack	
1. 500,1010KVA DG set	3.5 Meters
Emission parameters	
1. NA	
Product Details	
1. PLASTIC MOULDING AND PAINTED AUTO COMPONENTS	30000 Numbers/ day
Capacity of boiler	
1. NA	Ton/hr
Type of Furnace	
1. NA	
Type of Fuel	
1. Diesel	0.2 KL/day
Raw Material Details	
ABS	3.3 Metric Tonnes/Day
NYLON	0.1 Metric Tonnes/Day
PP	0.02 Metric Tonnes/Day
PABS	0.04 Metric Tonnes/Day
PC ABS	0.04 Metric Tonnes/Day
POLY ACETAL	0.006 Metric Tonnes/Day
PPCP	0.01 Metric Tonnes/Day
PPO	0.006 Metric Tonnes/Day
XPP	0.005 Metric Tonnes/Day

*Regional Officer, Dharuhera
Haryana State Pollution Control Board.*

Terms and conditions

1. The applicants shall maintain good house keeping both within factory and in the premises. All hose pipelines valves, storage tanks etc. shall be leak proof. In plant allowable pollutants levels, if specified by State Board should be met strictly.
2. The applicant/company shall comply with and carry out directive/orders issued by the Board in this consent order at all subsequent times without negligence of his /its part. The applicant/company shall be liable for such legal action against him as per provision of the law/act in case of violation of any order/directives. Issued at any time and or non compliance of the terms and conditions of his consent order.
3. The applicant shall make an application for grant of consent at least 90 days before the date of expiry of this consent.
4. Necessary fee as prescribed for obtaining renewal consent shall be paid by the applicant alongwith the consent application.

5. If due to any technological improvement or otherwise this Board is of opinion that all or any of the conditions referred to above required variation (including the change of any control equipment either in whole or in part) this Board shall after giving the applicant an opportunity of being heard vary all or such condition and there upon the applicant shall be bound to comply with the conditions so varied.
6. The industry shall provide adequate arrangement for fighting the accidental leakages, discharge of any pollutants gas/liquids from the vessels, mechanical equipment etc. which are likely to cause environment pollution.
7. The industry shall comply noise pollution (Regulation and control) Rules, 2000.
8. The industry shall comply all the direction/Rules/Instructions as may be issued by the MOEF/CPCB/HSPCB from time to time.
9. The industry shall ensure that various characteristics of the effluents remain within the tolerance limits as specified in EPA Standard and as amended from time to time and at no time the concentration of any characteristics should exceed these limits for discharge.
10. The industry would immediately submit the revised application to the Board in the event of any change in the raw material in process, mode of treatment/discharge of effluent. In case of change of process at any stage during the consent period, the industry shall submit fresh consent application alongwith the consent to operate fee, if found due, which may be on any account and that shall be paid by the industry and the industry would immediately submit the consent application to the Board in the event of any change during the year in the raw material, quantity, quality of the effluent, mode of discharge, treatment facilities etc.
11. The officer/official of the Board shall reserve the right to access for the inspection of the industry in connection with the various process and the treatment facilities. The consent to operate is subject to review by the Board at any time.
12. Permissible limits for any pollutants mentioned in the consent to operate order should not exceed the concentration permitted in the effluent by the Board.
13. The industry shall pay the balance fee, in case it is found due from the industry at any time later on.
14. If the industry fails to adhere to any of the conditions of this consent to operate order, the consent to operate so granted shall automatically lapse.
15. If the industry is closed temporarily at its own, they shall inform the Board and obtain permission before restart of the unit.
16. The industry shall comply all the Directions/ Rules/Instructions issued from time to time by the Board.

Specific Conditions :

1. The unit will make agreement with authorized Recycler for disposal of hazardous waste i.e. Used oil of DG set before start of operation of the unit and will submit the Annual Report under HWM Rules, 2016 by 30th June every year.
2. The unit will submit the Environment Statement by 30th September every year.
3. Unit will deposit balance consent fee if any found due at any stage.
4. Unit will apply for renewal of consent/Authorization at least 90 days before expiry date of the consent/Authorization.
5. This CTO is prejudice to any action under the provisions of applicable laws / acts / notification / courts order to be taken in respect of any violation at any stage without any claim of the unit. If the unit fails to comply the provisions/conditions of CTO, various applicable provisions of concerned departments / agencies / authorities / any relevant decision of court, the consent to operate so granted shall be

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[True Copy]

VAKALATNAMA

**BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
Original Application No. 684 of 2023**

IN THE MATTER OF:

Sandeep

... Applicant

Versus

JR Group Power Automobile India
Pvt. Ltd. & Ors.
Respondents

...

KNOW ALL to whom these present shall come that I, D.P. Sharma on behalf of the above named Respondent No.1 - JRG Automotive Industries India Pvt. Ltd. do hereby appoint:



MULBERRY LAW LLP
WeWork Platina Tower,
Sector - 28, M.G. Road,
Gurugram - 122 002



(herein after called the advocate/s) to be my/our Advocate in the above noted case authorized 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 objections or petitions for execution 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.

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 or disputes that may arise touching or in any manner relating to the said case.

To take execution proceedings.

The deposit, draw and receive money, cheques, cash and grant receipts thereof 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 of 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 it to do so and to sign the Power of Attorney on our behalf.

And I/We the undersigned do 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 purposes.

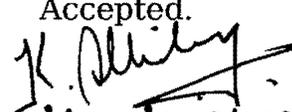
And I/We undertake that I / we or my /our duly authorized agent would appear in the Court on all hearings and will inform the Advocates for appearance when the case is called.

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 himself.

And I /we the 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 settled 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. If the case lasts for more than three years, the advocate shall be entitled for additional fee equivalent to half of the agreed fee for every addition three years or part thereof.

IN WITNESS WHEREOF I/We do hereunto set my /our hand to these presents the contents of which have been understood by me/us on this 13th day of February, 2024.

Accepted.


Advocate D/688A/2009 Client
[KRISHANU ADHIKARY, Adv.]


Client
I identify the signature above
K. Adhikary