

BEFORE NATIONAL GREEN TRIBUNAL,

PRINCIPAL BENCH, NEW DELHI

OA NO. 178/2025

In the matter of :

SHIV NADAR TRUST

....APPLICANT

VS.

STATE OF HARYANA & ORS.

.....RESPONDENTS

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FILED BY

Priyanka Sinha

PRIYANKA SINHA

ADVOCATE FOR THE APPELLANT

B-31, LGF, LAJPAT NAGAR 3

New Delhi-110024

Chamber No. 185, Block 2

High Court of Delhi

New Delhi 110001

M-9899263943,011-25600571

Email:- office@priyankasinha.net

PLACE: NEW DELHI

DATED:29.06.2026

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

OA NO. 178/2025

In the matter of :

SHIV NADAR TRUST

....APPLICANT

VS.

STATE OF HARYANA & ORS.

.....RESPONDENTS

Reply On behalf of the Applicant to the Sur- rejoinder filed on behalf of

Respondent No.2 and 5

1. That the content of the affidavit under reply are denied in toto unless admitted herewith. The contents of the Application and the Rejoinder be read in reply to the present reply, and the same are not repeated herein for the sake of brevity.
2. At the outset, it is submitted that the Sur-Rejoinder filed by Respondent Nos. 2 and 5 proceeds on a complete misconception of the nature and scope of the present proceedings. The Respondents have sought to divert the attention of this Hon'ble Tribunal towards issues relating to acquisition, vesting of land, title, possession, and the validity of the Memorandum of Understanding executed between the Applicant and the Faridabad Metropolitan Development Authority (FMDA), none of which form the subject matter of the present Original Application.
3. The Applicant has neither challenged the acquisition proceedings nor claimed any right, title, interest, possession, or ownership over the land in question. The limited grievance of the Applicant pertains to the proposed destruction of an existing ecological asset comprising more

than 8,000 trees of diverse species, an established urban forest ecosystem, and a functional water body, pursuant to the impugned Memo dated 08.04.2025 issued by Respondent No. 2.

4. It is submitted that even assuming, without admitting, that the land vests in the Respondents, the same does not exempt the Respondents from complying with environmental safeguards and principles recognized under environmental jurisprudence. Ecological resources situated on public land are held in trust by the State for the benefit of present and future generations and are required to be protected in accordance with the principles of Sustainable Development, Precautionary Principle, and Public Trust Doctrine.
5. It is submitted that the environmental concerns raised in the present proceedings are consistent with and akin to the issues which have engaged the attention of this Hon'ble Tribunal in OA No. 374 of 2022, *Green Earth v. Deputy Commissioner, Kurukshetra & Ors.* and OA No. 680 of 2024, *Vaishali Rana & Ors. v. State of Haryana & Ors.*. In the aforesaid matters, this Hon'ble Tribunal has emphasized the need for due environmental scrutiny before permitting large-scale tree felling and has examined the adequacy of the regulatory framework governing tree removal, compensatory measures and ecological safeguards in the State of Haryana. A copy of the Order Dated 01.07.2022 and Copy of Order Dated 27.04.2026 is annexed herewith and marked **Annexure A (Colly)**.
6. Despite seeking to remove thousands of trees and an integral component of the existing green belt ecosystem, the Respondents have

- failed to place on record any biodiversity assessment, ecological impact study, tree census, species inventory, transplantation feasibility report, hydrological assessment, mitigation plan or alternative alignment study. The proposed action is therefore sought to be undertaken in the absence of any scientific assessment of environmental consequences.
7. It is further submitted that the Respondents cannot justify irreversible ecological damage merely by asserting that the activity forms part of a developmental project. The principles of Sustainable Development, Precautionary Principle and Public Trust Doctrine require that developmental activities be undertaken only after due consideration of environmental impacts and after adopting measures that minimise ecological harm.
 8. In these circumstances, the attempt of the Respondents to convert the present environmental dispute into a dispute concerning title, possession or land utilisation is wholly misconceived and liable to be rejected.
 9. The contents of the Sur-Rejoinder, save and except what is specifically admitted herein, are denied and disputed. The Applicant reiterates the contents of the Original Application and Rejoinder as if reproduced herein verbatim

Para Wise Reply :

Para 1-4: That the contents of paragraph 1-4 under reply are formal in nature and area matter of record and hence do not merit any reply. Anything stated contrary to the record is wrong and vehemently denied. It is specifically denied that the applicant has not come to the court with

clean hands. That the respondents be put to the strict proof of the same. That the contents of the petition and the previous paras are reiterated and the same be read in reply to the present para and the same are not repeated herein for the sake of brevity.

Para 5: That the contents of paragraphs 5 are wrong and are, therefore, denied. It is specifically denied that the present Original Application is an attempt to challenge acquisition proceedings, statutory vesting of land, possessory rights or planning decisions. The Applicant has not sought any declaration regarding ownership, title, possession or vesting of land.

The present Application has been filed under Section 14 of the National Green Tribunal Act, 2010, challenging the proposed removal of more than 8,000 trees, destruction of an existing water body and consequential environmental degradation. The issue before this Hon'ble Tribunal is environmental protection and ecological preservation and not adjudication of proprietary rights.

Para 6: That the contents of paragraph 6 are wrong and denied to the extent contrary to the record. The acquisition proceedings, if any, are not the subject matter of challenge in the present proceedings. Even assuming without admitting that the land stands vested in the Respondents, such vesting does not exempt the Respondents from complying with environmental laws and principles governing protection of ecological resources.

It is submitted that ownership or vesting of land is wholly irrelevant to the environmental questions raised in the present Original Application. The Respondents remain under an obligation to ensure compliance with the Precautionary Principle, Sustainable Development Principle and Public Trust Doctrine before undertaking any action resulting in irreversible ecological damage.

It is submitted that the case law relied upon by the Respondent is wholly distinguishable on facts and has no applicability to the present case. The reliance placed upon the said judgment is misconceived and misplaced. It is further submitted that the Applicant is neither seeking any declaration of right, title, interest, nor claiming lawful possession over the land in question. The present Application has been filed under Section 14 of the National Green Tribunal Act, 2010, challenging the impugned action and directions issued by the Respondents for the removal/felling of more than 8,000 trees, destruction of the existing pond, and removal of the barbed-wire fencing without following the due process of law and without obtaining the requisite environmental and statutory clearances. The grievance of the Applicant is confined to the protection of the environment and prevention of ecological degradation, and not to the adjudication of any proprietary, possessory, or civil rights over the said land. Therefore, the objections raised by the Respondent on the basis of ownership or possession of the land are irrelevant and liable to be rejected.

Para 7: That the contents of paragraph 7 are wrong and denied. It is submitted that the Respondents have deliberately sought to mischaracterize the Applicant's case. The Applicant is not asserting any proprietary, possessory or equitable right on the basis of the Memorandum of Understanding dated 20.07.2023.

The relevance of the MoU is that the Respondents themselves permitted and facilitated extensive afforestation, ecological restoration and environmental improvement activities on the site, resulting in the creation of a substantial green cover and a functional water body. The environmental significance of such ecological assets cannot be ignored merely because disputes exist regarding the continuation or termination of the MoU.

Without prejudice to the above, the termination of the MoU is itself under challenge and appropriate remedies have been pursued by the Applicant in accordance with law. A Copy of the order passed by the Hon'ble High Court in CWP-15253/2025 Order Dated 28.08.2025 and the representation submitted by the Applicant are annexed herewith and marked as **Annexure B** respectively.

Para 8: That the contents of paragraph 8, to the extent they are a matter of record, are admitted. However, any statement made contrary to the record is wrong and vehemently denied. It is submitted that the Respondents have selectively interpreted the affidavits and pleadings filed before the Hon'ble Punjab and Haryana High Court. The issues relating to utilisation of marginal land and conformity with the

Development Plan are already the subject matter of pending judicial proceedings.

It is submitted that the marginal land situated in Sectors 81–89 was earmarked and intended to be utilized for the designated purposes of the said sectors in accordance with the applicable planning and development regulations. It is further submitted that the relevant Master Plan does not permit the use of the said marginal land for industrial purposes. The proposed utilization of the land for industrial sites is, therefore, contrary to the provisions of the the Final Development Plan 2031 AD Faridabad and defeats the very object and purpose of the governing statute and planned development framework. In any event, irrespective of the original planning designation of the land, the admitted factual position remains that extensive tree cover, plantation and an existing water body presently exist at the site. The Respondents have failed to place on record any ecological assessment, biodiversity study, environmental appraisal or scientific evaluation justifying the destruction of such ecological assets.

Para 9: That the contents of paragraph 9 are wrong, misconceived and denied.

The Respondents have sought to divert attention from the real issue before this Hon'ble Tribunal by raising disputes concerning planning interpretation and land utilisation.

It is submitted that the issues relating to the utilisation of the marginal land and the legality of the actions proposed by the Respondents are already engaging the attention of the Hon'ble Punjab and Haryana

High Court in CWP No. 9670 of 2023 titled *Shiv Nadar Trust & Anr. v. State of Haryana & Ors.*. The Hon'ble High Court, vide order dated 08.05.2026, has taken note of the State's earlier stand regarding utilisation of the marginal land and has been pleased to direct maintenance of status quo qua the land in question. A copy of the order dated 08.05.2026 passed by the Hon'ble Punjab and Haryana High Court is annexed herewith and marked as **Annexure C**. Without prejudice to the above, even assuming the Respondents' interpretation regarding land utilisation to be correct, the same does not dispense with the requirement of environmental scrutiny prior to the removal of thousands of trees and destruction of an existing water body. The environmental consequences of the proposed action remain completely unaddressed by the Respondents. The Respondents have failed to place on record any biodiversity assessment, ecological impact study, tree inventory, transplantation feasibility report, hydrological assessment or alternative alignment study before proposing irreversible ecological damage. The contents of the Original Application, Rejoinder and preceding paragraphs are reiterated and may be read as part of the present reply.

Para 10: The contents of paragraph 10 are wrong and denied. It is submitted that the present proceedings raise substantial questions relating to the environment within the meaning of Section 14 of the National Green Tribunal Act, 2010.

The Applicant is not seeking interference in any town planning exercise as such. The grievance of the Applicant is confined to the

environmental consequences arising from the proposed felling of trees, removal of the water body and destruction of the existing ecosystem. The Respondents have failed to produce any biodiversity assessment, tree inventory, ecological impact study, hydrological assessment or transplantation feasibility report before proposing such irreversible environmental intervention.

Para 11: That the contents of paragraph 11 are wrong and denied. It is specifically denied that the Applicant has concealed any material fact. On the contrary, the Respondents have repeatedly attempted to convert an environmental dispute into a title dispute while failing to address the environmental issues raised in the Original Application. The Applicant reiterates that no claim of ownership, title or possession over the land has been made in the present proceedings.

Para 12: That the contents of paragraph 12 are wrong, misleading and denied. It is submitted that the Respondents have not produced any authenticated tree census, species inventory, ecological survey or scientific assessment to rebut the Applicant's assertion regarding the existence of substantial tree cover. The bald assertion that the trees are of young age and capable of relocation is unsupported by any scientific transplantation study, survival analysis or expert report. The Respondents have failed to disclose the species-wise inventory, girth measurements, age profile, survival probability or ecological value of the trees proposed to be removed. The plea that no irreversible environmental damage would occur is wholly unsubstantiated and

contrary to the Precautionary Principle. The Respondents are put to strict proof of the assertions made in this paragraph.

Para 13: That the contents of paragraph 13 are wrong, misleading and vehemently denied. It is submitted that the Respondents have incorrectly alleged that the pond and barbed-wire fencing were created without approval. The Applicant had entered into a Memorandum of Understanding dated 20.07.2023 with the Faridabad Metropolitan Development Authority (FMDA) for adoption, development and maintenance of the green belt adjoining Shiv Nadar School. Pursuant thereto, the Applicant undertook plantation, landscaping and environmental restoration activities with the knowledge and approval of the competent authorities. The Applicant was specifically authorised to erect barbed-wire fencing at the site and the pond was created as part of the ecological development and irrigation infrastructure required for sustaining the plantation and green belt ecosystem. The Respondents cannot now be permitted to contend that the very ecological features developed pursuant to the said arrangement are unauthorised.

It is further submitted that even assuming, without admitting, that the pond requires restoration or maintenance, the same cannot constitute a ground for its destruction. The appropriate course would be restoration and improvement of the ecological feature and not its obliteration.

The Respondents have failed to place on record any hydrological study, ecological assessment, biodiversity study, expert report or scientific material demonstrating that removal of the pond would not adversely

impact the existing plantation and surrounding ecology. In the absence of any such assessment, the proposed action is arbitrary, environmentally unsustainable and contrary to the Precautionary Principle. The contents of the Original Application, Rejoinder and preceding paragraphs are reiterated and may be read as part of the reply to the present paragraph.

Para 14: That the contents of paragraph 14 are wrong and denied. The Respondents have themselves admitted that no biodiversity assessment or ecological study has been conducted with respect to the site. In the absence of any biodiversity assessment, the Respondents cannot presume absence of ecological value and proceed with irreversible destruction of trees and habitat. The burden lies upon the Respondents to undertake proper scientific assessment before taking any irreversible action.

Para 15: That the contents of paragraph 15 are wrong and denied. The Applicant has never claimed any legal right on the basis of public use of the area. The references to use by residents were made only to demonstrate the environmental and social utility of the existing green area. The Respondents have once again sought to raise issues of title and entitlement which are wholly irrelevant to the environmental questions involved in the present proceedings.

Para 16: That the contents of paragraph 16 are wrong and denied. The Applicant has not contended that plantation activities create ownership rights or immunity from development. The Applicant's case is that extensive plantation undertaken over several years has matured into a

functioning urban ecosystem providing ecological services, biodiversity habitat, carbon sequestration, groundwater recharge and environmental benefits. Before such ecological assets are destroyed, the Respondents are required to undertake scientific assessment and environmental evaluation.

Para 17: That the contents of paragraph 17 are wrong and denied. It is submitted that the Applicant has never challenged the proposed service road merely on account of the pending auction proceedings. The grievance of the Applicant pertains to the environmental consequences of the proposed activity, including the felling of thousands of trees, removal of the pond and destruction of the existing green belt ecosystem developed over the years. Without prejudice to the above, it is pertinent to note that in paragraph 11 of the Reply filed by Respondent Nos. 2 and 5, a specific averment has been made that the construction activity in question is being undertaken as part of developmental works to facilitate the auction and utilisation of the adjoining sites. The Respondents, having themselves linked the proposed construction activity with the development and auction of the adjoining land parcels, cannot now contend that the said aspect is wholly irrelevant to the present proceedings.

Para 18: That the contents of paragraph 18 are wrong and denied. The Applicant has referred to the pending proceedings before the Hon'ble High Court only to demonstrate that issues relating to utilisation of the land remain under judicial consideration. Without prejudice thereto, the

environmental issues raised in the present Original Application survive independently and require adjudication by this Hon'ble Tribunal.

Para 19: That the contents of paragraph 19 are wrong and denied. The historical background of acquisition and planning has been placed on record only to provide complete factual context. The Applicant reiterates that the present proceedings are not directed against acquisition or vesting of land but against the proposed destruction of trees, water bodies and ecological assets without adequate environmental safeguards.

Para 20: That the contents of paragraph 20 are denied. The Applicant reiterates the contents of the Original Application and Rejoinder. The Respondents have failed to answer the material environmental concerns raised therein and have instead relied upon issues extraneous to the present proceedings.

Para 21: That the contents of paragraph 21 are wrong, misconceived and denied. It is submitted that the issue raised by the Applicant is not confined to the requirement of obtaining prior Environmental Clearance under the EIA Notification, 2006. The Respondents are attempting to reduce the present controversy to a narrow question of applicability of the EIA Notification while completely ignoring the substantial environmental issues arising from the proposed removal of thousands of trees, destruction of the existing pond and degradation of the green belt ecosystem.

It is submitted that irrespective of whether prior Environmental Clearance is required for the proposed activity, the Respondents are bound to act in conformity with the principles of Sustainable

Development, Precautionary Principle and Public Trust Doctrine. The Respondents have failed to demonstrate compliance with environmental safeguards, biodiversity conservation requirements, tree protection norms and accepted standards of ecological assessment. It is further submitted that the environmental concerns raised by the Applicant are consistent with the principles recognized by this Hon'ble Tribunal in matters relating to protection of trees and urban green cover, including the issues presently under consideration in OA No. 680 of 2024 (*Vaishali Rana & Ors. v. State of Haryana & Ors.*), where the adequacy of the regulatory framework governing tree felling and compensatory measures in the State of Haryana is engaging the attention of this Hon'ble Tribunal.

In these circumstances, the proposed action of the Respondents, undertaken in the absence of any scientific assessment of environmental consequences, is arbitrary, environmentally unsustainable and liable to be interdicted by this Hon'ble Tribunal. The contents of the Original Application, Rejoinder and preceding paragraphs are reiterated and may be read as part of the reply to the present paragraph.

FILED BY
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PLACE: NEW DELHI
DATED:29.06.2026

**BEFORE NATIONAL GREEN TRIBUNAL,
PRINCIPAL BENCH, NEW DELHI
OA NO. 178/2025**

In the matter of :

SHIV NADAR TRUST

....APPLICANT

VS.

STATE OF HARYANA & ORS.

.....RESPONDENTS

AFFIDAVIT

I, Kartik, aged about 27 years, S/o, Shri Kamal Kant, Office A-5, Second Floor, Vidhyanchal Marg ,Sector-24, Noida, presently at New Delhi, do hereby solemnly affirm and state as under:

1. That, the deponent is authorised signatory of the Applicant company in the aforesaid matter and being fully conversant with the facts and circumstances of the cases, I am competent to swear this affidavit.
2. I say that the contents of the accompanying rejoinder affidavit are true to the best of my knowledge and belief.
3. That the annexures filed are true/photocopies of their respective originals.

VERIFICATION

Verified at New Delhi on this the ____ day of, 2026 that the contents of my above affidavit are true and correct to the best of my knowledge and nothing materials has been concealed therefrom.

**MINATI RANI MOHAPATRA
ADVOCATE (NOTARY)
Mob. No.: 8130128457**

29 JUN 2026

**MINATI RANI MOHAPATRA
NOTARY DELHI-R-16971
GOVERNMENT OF INDIA
SUPREME COURT OF INDIA
COMPOUND NEW DELHI
REGISTERED**

29 JUN 2026

Poojanka Sinha
IDENTIFIED

Kartik
For SHIV NADAR TRUST
DEPONENT
Authorised Signatory

Kartik
For SHIV NADAR TRUST
DEPONENT
Authorised Signatory



Item No.07

(Court No. 1)

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

(By Video Conferencing)

I.A. No. 162/2022
IN
Original Application No. 374/2022

Green Earth

Applicant

Versus

Dy. Commissioner, Kurukshetra & Ors.

Respondent(s)

Kurukshetra Development Board

Applicant in IA 162/2022

Date of hearing: 01.07.2022

**CORAM: HON'BLE MR. JUSTICE ADARSH KUMAR GOEL, CHAIRPERSON
HON'BLE MR. JUSTICE ARUN KUMAR TYAGI, JUDICIAL MEMBER
HON'BLE PROF. A. SENTHIL VEL, EXPERT MEMBER
HON'BLE DR. AFROZ AHMAD, EXPERT MEMBER**

Applicant: Ms. Harithi Kambiri, Adv. for Original Applicant

Respondent: Mr. Anil Grover, Senior AAG with Mr. Rahul Khurana, Adv. for
Kurukshetra Development Board

ORDER

1. The applicant has filed the present application for issuance of directions to respondents no. 1 to 3 not to cut any tree standing in Jyotisar Tirth, Kurukshetra and to ensure de-concretization of roots of trees (at-least one meter in radius from stem) and no hoarding and wire/cable on trees.

2. The applicant has submitted that about 24 trees of indigenous species (9 Arjun, 1 Banyan, 1 Neem, 8 Siris, 2 Gulmohar and 3 others),

which were planted by former Prime Minister Shri Guljari Lal Nanda and the Chief Minister Haryana Shri Bansi Lal, are standing in Krishana Vatika, Jyotisar Tirth, Jyotisar, Kurukshetra since 1970s. The Tourism Department of Haryana and Kurukshetra Development Board tried to cut the trees on 14.04.2022. The representatives of the applicant and residents of Jyotisar Tirth opposed the move of cutting of full grown green trees. The respondents are bent upon cutting the above said trees. The applicant submitted representation dated 26.02.2022 to the Deputy Commissioner and concerned Department but there is no response to the same.

3. The applicant has also relied on order dated 21.07.2015 passed by this Tribunal in *O.A No. 167/2015 titled as Indian Council for Enviro-legal Action Vs. Deputy Commissioner and another* where by directions were given for protecting the trees standing in Jyotisar Tirth.

4. Considering the matter, vide order dated 25.05.2022, the Tribunal sought response of the concerned parties and also directed that no cutting of trees be allowed and protection of trees be ensured in terms of order of this Tribunal dated 21.07.2015 in *Indian Council for Enviro-legal Action (supra)*.

5. Though the matter was scheduled to be heard on 26.08.2022, IA No. 162/2022 has been filed by Kurukshetra Development Board for vacation of stay. Since the said prayer also involves hearing of the all matter, we have preponed the hearing of the main case to today and considered the entirety of the matter.

6. Case of the respondents is that there is an approved project of 2016 - **Development of Tourism Infrastructure at places related to**

Mahabharata in Kurukshetra including “Jyotisar Tirth, Jyotisar, Kurukshetra” under Krishna Circuit Phase-I of Swadesh Darshan Scheme which involves providing facilities to pilgrims and tourists. Seven trees are proposed to be cut out of which two are dry. 70 trees of same species will be planted.

7. We have heard learned Counsel for the parties. Main contention raised on behalf of the applicant is that proposed cutting of full-grown trees ignores the environmental concerns and no approval has been granted by any authority for the same.

8. Stand of the respondents is that cutting of trees is required for executing a project meant for facilities for pilgrims and tourists. It is, however, submitted that ten times of the trees, proposed to be cut, will be planted as compensatory afforestation.

9. It is undisputed that no permission has been granted for cutting of trees by any competent authority. Learned Counsel for the respondents submitted that there is no regulatory mechanism in Haryana on the pattern of Delhi Tree Preservation Act, 1994 and thus, no permission for cutting trees outside forest area is required.

10. We have considered the rival submissions. Having regard to environmental significance of trees, it is difficult to accept that trees should be allowed to be cut without any regulation or approval. If there is no regulatory mechanism, the State is bound by public trust doctrine to lay down an appropriate regulatory mechanism on the subject. Environmental concerns may be addressed as per laid down mechanism.

11. Accordingly, we direct that the Chief Secretary, Haryana to look into the matter and if no regulation exists, the same be laid down within a month. Regulatory mechanism be complied before cutting the trees in question. An action taken report may be filed with the Registrar General, NGT by e-mail at judicial-ngt@gov.in preferably in the form of searchable PDF/ OCR Support PDF and not in the form of Image PDF by 09.09.2022. If found necessary, the RG may place the matter before the Bench for any further direction.

Subject to above, the IA and the main application stand disposed of.

A copy of this order be forwarded to the Chief Secretary, Haryana by e-mail for compliance.

Adarsh Kumar Goel, CP

Arun Kumar Tyagi, JM

Prof. A. Senthil Vel, EM

Dr. Afroz Ahmad, EM

July 01, 2022
I.A. No. 162/2022
IN OA No.374/2022
DV

Item No.20

Court No. 2

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

Original Application No. 680/2024

Vaishali Rana & Ors.

Applicants

Versus

State of Haryana & Ors.

Respondents

Date of hearing: 27.04.2026

**CORAM: HON'BLE MR. JUSTICE ARUN KUMAR TYAGI, JUDICIAL MEMBER
HON'BLE DR. A. SENTHIL VEL, EXPERT MEMBER**

Applicants: Ms. Shreepurna Dasgupta, Advocate with Ms. Vaishali Rana, Applicant No. 1 & Ms. Roma Vinayak, Applicant No. 3.

Respondents: Mr. Rahul Khurana, & Ms. Bhavya Singla, Advocates for R- 1 to 5.
Ms. Bihu Sharma, Advocate for R-6-MoEF & CC (Through VC).

ORDER

1. Status report dated 24.04.2026 was filed by respondent no.3-DFO, Gurugram.

2. Response to the status report dated 24.01.2026 has been filed by the Applicants, which is taken on record.

3. We have gone through the Status report dated 24.04.2026 filed by respondent no.3-DFO, Gurugram and we find the same to be materially deficient, as the area of compensatory plantation and also the survival rate of the saplings planted have not been mentioned.

4. With the advancement of technology, all the compensatory plantations can be geo-tagged, video recorded, saplings planted can be assigned numbers, their survival rate can be recorded and area of plantation is to be mentioned. Further care and maintenance of the

saplings planted has to be monitored by evolving appropriate mechanism and reports have to be filed in this regard as well.

5. In view of the facts and circumstances of the case, we consider personal appearance of the DFO, Gurugram to be essential for assisting this Tribunal in just and proper adjunction of the questions involved in the case and accordingly he is directed to remain present before this Tribunal physically or through V.C. on the next date of hearing.

6. List on 11.08.2026 for further consideration.

7. A copy of this order may be sent to the DFO, Gurugram by email for requisite compliance.

Arun Kumar Tyagi, JM

Dr. A. Senthil Vel, EM

April 27th, 2026
Original Application No. 680/2024
JG



**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

117

CWP-15253-2025

Date of decision : 28.08.2025

Shiv Nadar Trust

... Petitioner

Versus

State of Haryana and others

.. Respondents

**CORAM : HON'BLE MR. JUSTICE ANUPINDER SINGH GREWAL
HON'BLE MR. JUSTICE DEEPAK MANCHANDA**

Present:- Mr. Manav Bajaj, Advocate for the petitioner.

Mr. Anant Kataria, DAG, Haryana.

Mr. Deepak Bhardwaj, Advocate for respondent No.3.

Mr. Ankur Mittal, Advocate,

Ms. Kushaldeep Kaur, Advocate and

Ms. Saanvi Singla, Advocate for the respondent/HSVP.

Anupinder Singh Grewal, J. (Oral)

1. Learned counsel for the petitioner submits that he may be permitted to withdraw this petition at this stage with liberty to approach respondent No.3 for redressal of its grievance

2. The petition is dismissed as withdrawn at this stage with aforesaid liberty.

**(ANUPINDER SINGH GREWAL)
JUDGE**

**(DEEPAK MANCHANDA)
JUDGE**

August 28, 2025

sonia gugnani

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No

Ref No. : SNSF/Land/HSVP/2025

Date: 14/10/2025

To,

✓
 The Chief Executive Officer,
 Faridabad Metropolitan Development Association (FMDA),
 FMDA Office Complex,
 SCO No. 28 to 33, Sector-12,
 Faridabad, Haryana



Recd
 14/10/25

Subject: Representation on behalf of M/s Shiv Nadar Trust, registered public charitable trust, having its registered office at 806, Siddhartha, 96, Nehru Place Delhi 110019 earlier at 44, Friends Colony (East), New Delhi against the letter/communication dated 09.05.2025, bearing the memo number 182/CE/UED/FMDA, whereby the Memorandum of Understanding (MOU) dated 20.07.2023 has been terminated in total contravention of the terms and conditions enshrined therein.

Dear Sir,

1. Kindly refer to the following:-

(a) FMDA Memo No: 182/CE/UED/FMDA dated 09-05-2025 regarding the termination of the Memorandum of Understanding (MoU) between FMDA and Shiv Nadar Trust. **Copy attached as Appendix 'A'.**

(b) Hon'ble High Court of Punjab and Haryana Chandigarh order No. 117 dated 28 August 2025 in CWP-15253-2025, wherein liberty has been granted to us to approach your good office for cancellation of the aforesaid Memo under reference at para 1(a) above and clause 9 of the MoU. **Copy attached as Appendix 'B'.**

2. Please find enclosed herewith a Representation dated 14/10/2025 on behalf of M/s Shiv Nadar Trust for your kind consideration. **Copy attached as Appendix 'C'.**



-2-

3. In consideration to The Hon'ble High Court's directions on CWP-15253-2025 , we hereby request you to kindly consider the cancellation of FMDA Memo No. 182/CE/UED/FMDA dated 09-05-2025 and status quo be maintained.

4. We shall be grateful for your kind consideration and necessary action in this regard.

Thanking you,



Regards:

For Shiv Nadar Trust

ENCLOSURES: As above.

CC:

1. The Estate Officer, HSVP, Faridabad.
2. The Executive Engineer, UED, FMDA, Faridabad.
3. The Chief Engineer, UED, FMDA, Faridabad
4. The Executive Engineer-I, HSVP, Faridabad.
5. Sub Divisional Engineer, Sub Division No. 4, HSVP, Faridabad
6. Sub Divisional Engineer (Survey), HSVP, Faridabad





Faridabad Metropolitan Development Authority

FMDA office complex, Sector-12, Faridabad Haryana - 121007

Email Id: -ceue.fmda@gov.in

To,

M/s Shiv Nadar
Trust, Sector-82,
Nehar Par
Grater Faridabad, Haryana

Memo No. ¹⁸² / CE/UED / FMDA

Dated: 09-05-2025

Subject: Termination of Memorandum of Understanding (MoU) between FMDA and Shiv Nadar Trust.

This is to inform you that Memorandum of Understanding (MoU) dated 20.07.2023, executed between the Faridabad Metropolitan Development Authority (FMDA) and Shiv Nadar Trust, stands terminated with immediate effect pursuant to Clause 7 of the said MoU.

The decision to terminate MoU is taken in view of the observations and directions contained in the Memo No. 113457 dated 08.04.2025 issued by Sub-Divisional Engineer, HSVP, Sub-Division No.4, Faridabad as well as another Memo No.2072 dated 28.04.2025 issued by Sub-Divisional Engineer (Survey), HSVP, Sector-12, Faridabad. In the aforesaid Memo dated 08.04.2025, Sub-Divisional Engineer, HSVP, Sub-Division No.4, Faridabad has alleged that your trust has encroached upon the HSVP land by planting trees on the fix bar fencing on the land and has also made a pond for watering the tress and plants which is coming in the alignment of the road and thereby directed to remove the encroachment from HSVP land in the form of bar fencing, plantation of trees and pond. Subsequently, Sub-Divisional Engineer (Survey), HSVP, Faridabad has also issued a Memo dated 28.04.2025 requiring FMDA to get shifted the plants from the site in question alleging therein that your school is causing obstruction in construction of 12 meter wide service road by HSVP by plantation of trees thereon. Thus, termination is necessitated due to material breaches of the commitments and undertakings provided

1/3

9/5/25

by your trust under the said MoU, which are considered incapable of cure and contrary to the public interest obligations and statutory responsibilities of FMDA.

In consequence of this termination, you are hereby called upon to:

1. Immediately cease all activities under the purview of the said MoU;
and
2. Refrain from asserting any continuing rights or entitlements under the said MoU.

If so advised, you may shift/transplant/relocate the plants, which are of young age, to some other nearby dedicated green belts of FMDA or to some other place of their choice entirely at your own costs and expenses.

Please take notice that this termination is final and binding, and you are advised to comply fully and promptly with the directives contained herein. You shall also not raise any claim or demand on FMDA with respect to the expenses incurred for providing the Services during the period of MoU prior to its termination or claim any consideration in respect thereof. You shall also not, at any point of time, raise any claim in relation to the land, moveable or immovable property, plants, trees, horticulture, architectural features etc., whether such property pre-existed or provided by your trust itself, as provided in Clause 4(ix) of the MoU.

This notice is issued without prejudice to any legal rights or remedies available to FMDA, including but not limited to initiate proceedings as may be appropriate under applicable law.

(-13)
9/15/25

For any clarifications, you may contact the undersigned during
Working Hour

This issues with the approval of Chief Executive Officer, FMDA.

RK Sharma 9/5/25
(Ramesh Kumar Sharma)
Chief Engineer, UED,
Faridabad Metropolitan Development
Authority (FMDA).

373
9/5/25
183 to 187
Endst. No. *h* CE/UED / *RMDA* Dated. 09-05-2025

A copy of above is forwarded to the following for information and further necessary action.

1. The Estate Officer, HSVP, Faridabad.
2. The Executive Engineer, UED, FMDA
3. The Executive Engineer-I, HSVP, Faridabad.
4. Sub-Divisional Engineer, HSVP, Sub-Division No.4, Faridabad
5. Sub-Divisional Engineer (Survey), HSVP, Sector-12, Faridabad.

(Ramesh Kumar Sharma)
Chief Engineer, UED,
Faridabad Metropolitan Development
Authority (FMDA).

2025:PHHC:114951-DB

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

117

CWP-15253-2025

Date of decision : 28.08.2025

Shiv Nadar Trust

... Petitioner

Versus

State of Haryana and others

.. Respondents

**CORAM : HON'BLE MR. JUSTICE ANUPINDER SINGH GREWAL
HON'BLE MR. JUSTICE DEEPAK MANCHANDA**

Present:- Mr. Manav Bajaj, Advocate for the petitioner.

Mr. Anant Kataria, DAG, Haryana.

Mr. Deepak Bhardwaj, Advocate for respondent No.3.

Mr. Ankur Mittal, Advocate,

Ms. Kushaldeep Kaur, Advocate and

Ms. Saanvi Singla, Advocate for the respondent/HSVP.

Anupinder Singh Grewal, J. (Oral)

1. Learned counsel for the petitioner submits that he may be permitted to withdraw this petition at this stage with liberty to approach respondent No.3 for redressal of its grievance

2. The petition is dismissed as withdrawn at this stage with aforesaid liberty.

**(ANUPINDER SINGH GREWAL)
JUDGE**

**(DEEPAK MANCHANDA)
JUDGE**

August 28, 2025

sonia gugnani

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No

To,

Date: 14/10/2025

The Chief Executive Officer,
Faridabad Metropolitan Development Association (FMDA),
FMDA Office Complex,
SCO No. 28 to 33, Sector-12,
Faridabad, Haryana

Subject: Representation on behalf of M/s Shiv Nadar Trust, registered public charitable trust, having its registered office at 806, Siddhartha, 96, Nehru Place Delhi 110019 earlier at 44, Friends Colony (East), New Delhi against the letter/communication dated 09.05.2025, bearing the memo number 182/CE/UED/FMDA, whereby the Memorandum of Understanding (MOU) dated 20.07.2023 has been terminated in total contravention of the terms and conditions enshrined therein.

Sir,

The undersigned is giving the present representation, as per clause 9 of the Memorandum of Understanding (MOU) dated 20.07.2023 entered between the undersigned and Faridabad Metropolitan Development Association (FMDA), against the letter/communication bearing memo No. 182/CE/UED/FMDA dated 09.05.2025 sent by your office whereby the aforementioned MOU has been terminated in total contravention of the terms and conditions enshrined therein.

BRIEF FACTS OF THE MATTER:

The undersigned 20.07.2023, in furtherance of its objective to provide a lasting contribution to the society, entered into a Memorandum of understanding (MOU) with the Urban Environment Division, Haryana, through FMDA, for the adoption of the Left-hand side and the right hand side, adjoining Green Belt of Shiv Nadar School North Block and South Block (Length-540 Meters Approx.), Sector 82, Faridabad for the development and the maintenance purpose.

That the said MOU was entered into on July 20, 2023 for a period of 3 years w.e.f July 21, 2023 and the same is subject to renewal by the FMDA. As per terms of the said MOU, the undersigned had to provide the service of tree plantation, horticulture and landscaping of the green belt as mentioned in the said MOU. It is pertinent to mention that the said Annexure was duly signed and approved by the Divisional Forest Officer-Cum-head, Urban Environment Division, FMDA.

That the undersigned was also given the authority to raise barbed wire fencing at the site. It is pertinent to mention, in order to contribute to the environment and in furtherance of its commitment to provide a better future to the children, the undersigned out of its free will and violation and without any monetary relief or consideration undertook to develop the said land.

It is pertinent to mention that FMDA acknowledging the contributions of the undersigned towards the betterment of the Urban Spaces and to further the goal of sustainable development undertook to acknowledge the contribution of the undersigned on its website and describe the nature of Services provided (along with photographs and details) giving credit to the services of the undersigned.

That in furtherance of the said MOU and the undersigned's unwavering commitment to the environment, the undersigned transformed the once-neglected public wasteland into thriving forest, setting an example of a Public-Private Partnership (PPP) for ecological restoration. Before this transformation, the public wasteland covered an area measuring 230 meters by 30 meters, which had deteriorated into a marshy wasteland laden with waste dumps and stagnant waterlogging. The project involved planting 8000 evergreen trees and creating a forest, a water body, and a walker's path. The ongoing forest plantation with approximately 5,000 trees in the ground required initial cleaning, levelling, and landscaping phases and needed two months of effort before the forest area was inaugurated. The project faced several challenges, including toxic soil, poor soil quality, and land levelling difficulties. Solutions involved changing soil textures, selecting appropriate compost, and enriching the soil with micronutrients through burning compost. Approximately 50 different plant species had been selected for the forest, including Harsringar, Jamun, Ber, Guava, Custard apple, Moringa, and various bamboo species. The species selection was based on their native origin to support a self-sustaining ecosystem. The project employed innovative techniques,

including phytoremediation for water treatment, marshy water for irrigation, and rainwater harvesting in a manufactured pit for plantation and the said project is self-irrigated and does not use any ground water. It is humbly submitted that today the said land has become a thriving habitat for wildlife, including migratory birds, bees, butterflies, insects, and amphibians. Aimed to enhance the local flora and fauna, provide a source of pure oxygen, and contribute to carbon sequestration for the neighbourhood.

That it is pertinent to mention that the parcel of land wherein the trees have been planted is being alleged to be in the way of road alignment and whereas in July 2022, Haryana Sherhri Vikas Pradhikarn (HSVP) had, in total contravention to the master plan of Faridabad, started the process of e-auction of the marginal land adjoining the premises of the undersigned and being aggrieved the undersigned and some other similarly situated persons/ organisations, approach the Hon'ble Punjab and Haryana High Court at Chandigarh vide CWP no. 9670 of 2023 titled as "Shiv Nadar Trust & Anr. Vs. State of Haryana & Ors" and CWP no. 16494 of 2022 "Shree Energy Developers Private Limited v. State of Haryana and Ors" etc. That vide order dated 29.07.2022, in CWP no. 16494 of 2022 the Hon'ble High Court of Punjab and Haryana has stayed the E-auction of the commercial Complex/site in Sector 82 and 89, Faridabad. That vide order dated 05.05.2023 CWP no. 9670 of 2023 titled as "Shiv Nadar Trust & Anr. Vs. State of Haryana & Ors" the Hon'ble court had issued notice of motion to the respondents. The said matters are as such of public importance and the Hon'ble High Court is seized of the matter as to whether the marginal land/greenbelt can be utilised for any commercial purpose in contravention to the master plan. The aforesaid CWP is next fixed for hearing on 12.11.2025. As a matter of fact, HSVP, despite pendency of the aforesaid CWP started construction of a service lane in the said area and have, to further defeat the rights of the undersigned's, issued the letters dated 08.04.2025 and 28.04.2025 and now the present letter/communication dated 09.05.2025 by FMDA has been issued in furtherance of the same intention to defeat the right(s) of the undersigned.

That on 08.04.2025, letter/Memo no.113457 dated 08.04.2025 issued by the Sub Divisional Engineer, Haryana Shahari Vikas Pradhikaran (HSVP), Haryana, Division No 4, Faridabad. Vide memo dated 08.04.2025, the undersigned was directed to remove/cut over 8,000 trees of approximately 50 different plant species

including Harsringar, Jamun, Ber, Guava, Custard apple, Moringa etc and remove the pond and fencing all over the land on the pretext that the same is coming in the alignment of the road. That the undersigned has been, arbitrarily and without following the due procedure of law, directed to remove the bar fencing, plantation, trees and ponds within a period of one week from 08.04.2025, failing which it was directed that an FIR would be lodged against the undersigned on account of obstruction if government work and hindering public access. That as a matter of fact the said letter/Memo was received by the undersigned on 15.04.2024 at its school premises i.e. Shiv Nadar School, Sector 82, Faridabad and was also addressed to the school and not to the undersigned who as such had entered into the abovementioned MOU with FMDA. O. That on 17.04.2025, the undersigned then held a meeting with Mr. Rajender Singh, SDO, XEN Office, Division -1, of HSVP, Faridabad, Mr. Sahil Gupta IAS, Administrator HSVP, Faridabad apprising them about the MOU and the stay granted by the Hon'ble High Court Punjab and Haryana in CWP -16494-2022. However, no action was/has been taken by them with regard to the letter/Memo no.113457 dated 08.04.2025.

That the undersigned even gave one representation dated 18.04.2025 to the SDE, HSVP, which was as such received by it on the even date, to withdraw the letter/Memo dated 08.04.2025 as the same was in contravention of the law but to no avail.

On 28.04.2025, the undersigned received one letter/memo no. 1929 dated 18.04.2025 on 28.04.2025 from the office of Sub-Divisional Engineer (Survey), HSVP, Sector-12, Faridabad alleging therein that the undersigned has encroached upon 12 meter service road by planting plants. It has been further alleged there that that the HSVP has to construct 12 meter road there and the construction work of the said 12 meter road is halted due to the same. It is further mentioned that the illegal encroachment should be removed within 2 days from the site and your office should be intimated in this regard or else action will be taken against the undersigned as per the HUDA Act 1977.

On 29.04.2025, the undersigned trust sent a representation to the SDE (Survey), HSVP, Faridabad, Dept. of Town & Country Planning, Faridabad and FMDA whereby informing them that undersigned has approached the Hon'ble Punjab and Haryana High Court by filing a Civil Writ Petition vide e-filing no.

APB20240003635C202500016 titled as "Shiv Nadar Trust vs. State of Haryana and Ors." on 23.04.2025 interalia challenging the letter/memo no. 113457 dated 08.04.202 issued by SDE, as an indefeasible right has accrued in favour of the undersigned by way of memorandum of understanding (MOU) dated 20.07.2023 entered into between the undersigned and Faridabad Metropolitan Development Association (FMDA) for plantation of the trees, and said petition will be listed shortly before the Hon'ble Court for hearing. It was also informed by the undersigned that they have filed a petition before the Hon'ble National Green Tribunal (NGT) "Shiv Nadar Trust vs. State of Haryana and Ors.", bearing filing no. 0701116007042025 on 21.04.2025, whereby praying therein to Quash and set aside the memo no. 113457 dated 08.04.2025, issued by the Sub-Divisional Engineer, HSVP, Faridabad, directing the undersigned to carry out the felling of trees for road widening, for being in violation of environmental laws and principles and also violative of MOU dated 20.07.2023 and this matter is also going to be listed shortly before the Hon'ble Tribunal at Delhi. The undersigned further requested the respondents that now the letter dated 18.04.2025 received by the undersigned is again in contravention of law, as explained by the undersigned in its representation dated 18.04.2025 already submitted in the office of SDE, HSVP, SCO-25, Sector-12, Faridabad on 18.04.2025, as the undersigned has not encroached upon the land of HSVP by any means and has as such acted as per the memorandum of understanding (MOU) dated 20.07.2023 entered into between the undersigned and Faridabad Metropolitan Development Association (FMDA) for plantation of the trees. It was requested in the representation that letter dated 18.04.2025 may be withdrawn with immediate effect and further not to take any action in this regard. However, till date, no reply whatsoever ever received by the undersigned.

On, 30.04.2025, the Hon'ble National Green Tribunal issued notice for 28.07.2025 to the respondents in the petition filed against the Memo no. 113457 dated 08.04.2025 and further restrained them from taking action to cut trees covered under the MOU dated 20.07.2025. T. On 01.05.2025, the undersigned through letter informed the SDE, FMDA etc regarding the next date of hearing fixed in CWP no. 9670 of 2023 titled as "Shiv Nadar Trust & Anr. Vs. State of Haryana & Ors" as 20.05.2025.

On 02.05.2025, the undersigned through letter informed the SDE, FMDA etc regarding the stay granted by Hon'ble National Green Tribunal.

On 09.05.2025, the undersigned received the impugned letter/memo no. 182/CE/UED/FMDA dated 09.05.2025 from FMDA whereby terminating the MOU dated 09.05.2025 with the undersigned. As a matter of fact, in the said letter no breach on the part of the undersigned in contravention to the terms and conditions of MOU has been assigned but it has been simply alleged that undersigned has encroached upon the land of the HSVP by planting trees and plants and the same is coming in alignment of the road whereby causing obstruction in construction of the road.

That one contractor, namely Mr. Mayan Sharma, C/o M/s DATT Builders, on instructions of office HSVP, Faridabad, despite of being informed regarding the Hon'ble Punjab and Haryana High Court, Chandigarh order in CWP No 9670 of 2023 dated 30 April 2025 and National Green Tribunal (NGT), New Delhi order in OA No. 178/2025 (IA No 309/2025) dated 30.04.2025 by the undersigned, dumped a trolley of Construction Material/Bricks at the land under subject/Green Belt adjoining the premises of the undersigned. On 12.05.2025, the undersigned handed over one letter to the SDE, FMDA etc with a request to halt the construction activity and dumping of the construction material in view of the pendency of CWP No 9670 of 2023 before the Hon'ble Punjab and Haryana High Court and OA No. 178/2025 before the National Green Tribunal (NGT), New Delhi wherein the stay on cutting of the tress has also been ordered vide order dated 30.04.2025.

That in the meanwhile, the Civil Writ Petition filed by undersigned, as mentioned hereinabove, against the letter/memo no. 1929 dated 18.04.2025 from the office of Sub-Divisional Engineer (Survey), HSVP and letter/communication bearing memo No. 182/CE/UED/FMDA dated 09.05.2025 by FMDA got listed before the Hon'ble Punjab and Haryana High Court for hearing bearing no. CWP 15253 of 2025 titled as "Shiv Nadar Trust Vs. State of Haryana and Ors". On 28.08.2025, the said petition was withdrawn by the undersigned at that stage with liberty to approach FMDA (respondent no.3 therein).

GROUND:

It is humbly submitted that the letter/communication bearing memo No. 182/CE/UED/FMDA dated 09.05.2025 by FMDA, letter/Memo no.113457 dated 08.04.2025 issued by the Sub Divisional Engineer, Haryana Shahari Vikas Pradhikaran (HSVP), Haryana, Division No 4, Faridabad and letter/memo no. 1929 dated 18.04.2025 from the office of Sub-Divisional Engineer (Survey), HSVP, Sector-12, Faridabad are illegal and liable to be set aside on following grounds:

A. Because as per the termination clause in the MOU, either party thereto may, at any time, in case of breach of the terms of the MOU by other party, may firstly serve a written notice of one month for curing such breach and in case such breach is not cured to the reasonable satisfaction of the other party, the MOU shall stand terminated upon expiration of the said one month's notice. In the present case also, the undersigned had neither caused any breach of any term of MOU or has been served with any notice in this regard from FMDA till date and therefore there is no occasion that the MOU as such can be terminated at the behest of the either HSVP or FMDA. BY issuance of the letters under subject, HSVP and FMDA are as such hell bent to take away the valuable right accrued in the favour of the undersigned by terming the plantation of tress as illegal encroachment and alleging breach of terms and conditions of MOU and therefore issuing the impugned letters/Memos are baseless.

B. Because the undersigned had entered into a Memorandum of Understanding (MoU) dated 20.07.2023 with the FMDA for the purpose of tree plantation and environmental greening with the objective of enhancing the green cover and contributing to ecological sustainability in the region. That the said area has been developed in consonance of the provisions of the MoU and in furtherance of the direction of FMDA. It is pertinent to mention here that the same is also approved by the Divisional Forest office-cum head, Urban Environment Division, FMDA.

C. Because the Impugned Memos wrongly state that the undersigned has encroached upon the said land. That a bare perusal of the MOU dated

20.07.2023 clearly states that the undersigned has been directed by the FMDA to carry out plantation, horticulture, fencing etc of the said land and same is not done in derogation of any law.

D. Because such contradictory action on the part of the public authorities discourages citizen participation in environmental protection, and sends a regressive message contrary to Article 51A(g) of the Constitution which encourages citizens to protect and improve the natural environment.

E. Because the undersigned has spent a considerable amount of time and resources for the development of the said land. That in furtherance of the said MoU and the undersigned's unwavering commitment to the environment, the undersigned transformed the once-neglected public wasteland into thriving forest, setting an example of a Public-Private Partnership (PPP) for ecological restoration. Before this transformation, the public wasteland covered an area measuring 230 meters by 30 meters, which had deteriorated into a marshy wasteland laden with waste dumps and stagnant waterlogging. The project involved planting 8000 evergreen trees and creating a forest, a water body, and a walker's path. The forest plantation with approximately 8,000 trees on the ground required initial cleaning, levelling, and landscaping phases and needed two months of effort before the forest area was inaugurated. The project faced several challenges, including toxic soil, poor soil quality, and land levelling difficulties. Solutions involved changing soil textures, selecting appropriate compost, and enriching the soil with micronutrients through burning compost. Approximately 50 different plant species had been selected for the forest, including Harsingar, Jamun, Ber, Guava, Custard apple, Moringa, and various bamboo species. The species selection was based on their native origin to support a self-sustaining ecosystem. The project employed innovative techniques, including phytoremediation for water treatment, marshy water for irrigation, and rainwater harvesting in a manufactured pit for plantation and the said project is self-irrigated and does not use any ground water. It is humbly submitted that today the said land has become a thriving habitat for wildlife, including migratory birds, bees, butterflies, insects, and amphibians. Aimed to enhance the local flora and

fauna, provide a source of pure oxygen, and contribute to carbon sequestration for the neighbourhood.

F. Because the felling of the trees will have a huge ecological impact eroding the "green buffer zone", which will have a direct detrimental impact on the health of the children studying at Shiv Nadar School, Faridabad, Haryana. It is humbly submitted that a recent study indicates that there is a direct effect of air pollution on student absenteeism in India, which has been established by linking local exposure to fine particulate matter (PM 2.5) to school attendance. The study further indicates that the effect of air pollution is more pronounced for younger students and evidence suggests differential impacts of air pollution on absenteeism by gender. The study further shows that reduced school attendance might be resulting from increased incidence of respiratory ailments in the students exposed to air pollution.

G. Because the impugned letters/memos directing the undersigned to carry out the unauthorized tree felling constitutes a clear violation of the provisions under the Forest (Conservation) Act, 1980, and the relevant state laws protecting green cover, and amounts to environmental degradation having irreversible consequences. Furthermore, the Respondents have failed to conduct a proper Environmental Impact Assessment (EIA) or obtain statutory clearances under the Environment (Protection) Act, 1986, before directing the undersigned to carrying out the felling of trees.

H. Because the act of cutting down trees or their shifting will lead to an increase in air and noise pollution, soil erosion, and the urban heat island effect, thereby directly affecting the health and well-being of local residents, students of the school and future generations.

I. Because the HSVP and FMDA have failed to explore alternative solutions to widening that could avoid large-scale tree felling, such as realignment, vertical expansion, or optimization of existing road use, which is required under the principle of sustainable development.

J. Because the HSVP and FMDA have not published any public notice, held public hearings, or considered objections from local residents, thereby violating the principles of natural justice and transparency in public decision-making.

K. Because the deforestation being carried out for road expansion is disproportionate to the need, and does not reflect a balance between infrastructure development and environmental preservation, as mandated by Article 48A and Article 51A(g) of the Constitution of India.

L. Because the HSVP and FMDA have failed to propose or implement a compensatory afforestation plan in accordance with existing laws and guidelines, and no monitoring mechanism has been put in place to ensure environmental offsetting of the damage caused.

M. Because in the impugned letters/Memos, it is alleged that the said parcel of land wherein the trees have been planted is in the way of road alignment. It is submitted that the said service road was being developed for the purposes of the certain plots which were being auctioned by the HSVP. It is submitted that in July 2022, HSVP i.e. had, in total contravention to the master plan of Faridabad, started the process of e-auction of the marginal land/ greenbelt adjoining the premises of the undersigned. That being aggrieved the undersigned and some other similarly situated persons/ organisations, approach the Hon'ble Punjab and Haryana High Court at Chandigarh vide CWP no. 9670 of 2023 titled as "Shiv Nadar Trust & Anr. Vs. State of Haryana & Ors" and CWP no. 16494 of 2022 Shree Energy Developers Private Limited v. State of Haryana and Ors. That vide order dated 29.07.2022, in CWP no. 16494 of 2022 the Hon'ble High Court of Punjab and Haryana has stayed the E-auction of the commercial Complex/site in Sector 82 and 89, Faridabad. Since the auction of the said plots is itself stayed, thus there is no urgency or and need of the said land on which the trees are situated.

N. Because the Impugned letters/Memos are in clear violation of the well-established principles of law that no felling of trees can take place without the permission of the Divisional forest office/or and the relevant authority. That the

Sub-Divisional Engineer or Chief Engineer, UED, FMDA are not the competent authority to direct the felling of trees.

O. Because the undersigned had entered into one memorandum of understanding (MOU) dated 20.07.2023 with respondent no. 3- Faridabad Metropolitan Development Association (FMDA), at Faridabad itself. As per this MOU, FMDA has been described as a body newly established under the provisions of Faridabad Metropolitan Development Authority Act, 2018 having its office at HSIIDC IMT Complex, Sector 69, Faridabad. It has been further mentioned in the MOU that FMDA has been mandated with the objective and purpose of providing the integrated planning and coordinated development of urban infrastructure and provision of humanities, sustainable management of the urban environment, and social, economic and industrial development in the city of Faridabad. It has been further mentioned in the MOU that FMDA and the undersigned have agreed to improve the liability in Faridabad Metropolitan area, to collaborate in the planned development and proper maintenance of urban green spaces and wherein the undersigned had agreed to offer certain services to have FMDA in maintenance of urban green spaces. These clauses in the MOU, which as such has been duly signed by the then divisional forest officer-cum-head urban environment division, FMDA, are itself sufficient to show that FMDA, acting under the government authority and as such being itself a department under the government had entered into a valid MOU with the undersigned for upkeep of the areas which are as such specified at ANNEXURE-I of the MOU. It is therefore highly improbable as to how the undersigned can be labelled for encroaching upon any land of HSVP once the aforesaid MOU was in operation and was duly signed by a government authority i.e. FMDA.

P. Because the undersigned had entered into a Memorandum of Understanding (MoU) dated 20.07.2023 with the Faridabad Development Authority for the purpose of tree plantation and environmental greening with the objective of enhancing the green cover and contributing to ecological sustainability in the region. That the said area has been developed in consonance of the provisions of the MOU and in furtherance of the direction of Respondent no.3. It is pertinent to mention here that the same is also

approved by the Divisional Forest office-cum head, Urban Environment Division, FDMA.

Q. Because the Impugned Memos wrongly state that the undersigned has encroached upon the said land. That a bare perusal of the MOU dated 20.07.2023 clearly states that the undersigned has been directed by the FMDA to carry out plantation, horticulture, fencing etc of the said land and same is not done in derogation of any law.

R. Because as a matter of fact, as mentioned in the MOU entered into between the FMDA and undersigned, as mentioned above, the MOU was to commence from 21.07.2023 and was to continue for 3 years until and unless terminated early in accordance with the terms of the MOU. The letters/Memos under subject, issued by HSVP and FMDA, have as such been issued, alleging encroachment on part of the undersigned on the land of HSVP, even before the term of the MOU was exhausted or else the undersigned was served with any early termination of the MOU in accordance with the terms therein by FMDA. It is pertinent to mention here that the undersigned had entered into the MOU with FMDA and not with the HSVP at any juncture and as such it was for FMDA to act in accordance with any term of the MOU for early termination of the MOU and that to in case of any breach of term of MOU as per clause 7 and which as such has never happened before 09.05.2025. It is further highly improbable that once the undersigned has not entered into any kind of agreement/MOU with HSVP then in what capacity the letters/Memos under subject could be issued to the undersigned. Furthermore, the undersigned had entered into the MOU on 20.07.2023 and has, in terms of the MOU, planted trees and constructed pond in the land given to them by FMDA and HSVP, till issuance of the letter under subject i.e. on 08.04.2025, not raised any objection in this regard or intimated the undersigned regarding the ownership of the land with HSVP. It is in view of these facts that the impugned letters/Memos are not sustainable and liable to be withdrawn.

S. Because based upon the MOU dated 20.07.2023, the undersigned had invested approximately an amount of Rs. 14,00,000/- towards the plantation of trees, construction of pond etc till date. The undersigned further, as per the

MOU, has been incurring expenditure on maintenance and upkeep of the trees/ plants and the complete area assigned to it. Therefore, by issuance of the memos/letters under subject, the rights accrued in the favour of the undersigned by way of MOU are being taken away illegally and further causing monetary loss to the undersigned and that too on behest of an authority which is not part of the MOU i.e. HSVP.

T. Because it is highly improbable as to how HSVP, who is as such not a party to the MOU, can term the actions of the undersigned to be encroachment on their land once the undersigned had acted as per the MOU.

U. Because the letter/ Memo dated 08.04.2025 has mentioned about taking police action against the undersigned which is as such uncalled for as there has been no encroachment on part of the undersigned and rather it has acted as per the MOU.

V. Because as per the letters/Memos, it has been mentioned that the alleged encroachment on part of the undersigned is coming in the way of road alignment and that as a matter of fact, in the month of July 2022, HSVP had, in total contravention to the master plan of Faridabad, started the process of e-auction of the marginal land/ greenbelt adjoining the premises of the undersigned under subject. The undersigned, apart from other similarly situated persons/ organisations, at that point of time, was constrained to approach the Hon'ble Punjab and Haryana High Court at Chandigarh by filing one CWP no. 9670 of 2023 titled as "Shiv Nadar Trust & Anr. Vs. State of Haryana & Ors" inter alia challenging the said e-auction and impleading HSVP as respondent No. 2 therein and wherein the Hon'ble court had issued notice of motion on 05.05.2023 to the respondents. The said matter as such are of public importance and the Hon'ble High Court is seized of the matter as to whether the marginal land/greenbelt can be utilised for any commercial purpose in contravention to the master plan. The aforesaid CWP is next fixed for hearing on 12.11.2025. As a matter of fact, HSVP, despite pendency of the aforesaid CWP started construction of a service lane in the said area and have now, to further defeat the rights of the undersigned, issued the letters/Memos under subject.

W. Because, the impugned memo dated 08.04.2025 with a guideline therein to remove encroachment/plantation etc within a week but the same was deliberately given at the School of the undersigned i.e. Shiv Nadar School, Sector 82, Faridabad, only on 15.04.2025 so as to even defeat the rights of the undersigned as available under law. The letter/memo dated 18.04.2025 has been deliberately been issued in the most biased manner on even date (18.04.2025) after the undersigned has submitted its representation dated 18.04.2025 to the respondents in their office whereby mentioning all the true and correct facts of the matter. Further, the HSVP and FMDA, despite being in knowledge of the restrain order dated 30.04.2025 passed by the Hon'ble National Green Tribunal, New Delhi in OA no. 178/2025 filed by the undersigned against the letter/memo dated 08.04.2025, have proceeded to issue the impugned letter/memo dated 09.05.2025 whereby circumventing the process of law by arbitrarily terminating the MOU which itself reflect their high headedness who as such are showing no respect towards even an order passed by the court of law and their acts are in contravention to the procedure of law.

X. Because the MOU has been entered into between the undersigned and FMDA herein but the letters/memos under subject have been deliberately addressed to the School of the undersigned i.e. Shiv Nadar School, Sector 82, Faridabad, only on 15.04.2025 despite of the respondents being fully aware of the fact that it is the undersigned (trust) who has entered into the MOU with FMDA.

Y. Because the letter/memos under subject have been issued in complete contravention of the principles of reasonableness. That the Hon'ble Apex Court, in case titled as Chairman, All Railway Rec. Board & Anr. Versus K. Shyam Kumar & Ors. reported in 2010(6) SCC 614. The relevant paragraphs of the said verdict become extracted hereinafter. 17. Ground of irrationality takes in *Wednesbury unreasonableness* propounded in *Associated Provincial Picture Houses Limited v. Wednesbury Corporation (1947)2 All England Reporter 680*, Lord Greene MR alluded to the grounds of attack which could be made against the decision, citing unreasonableness as an 'umbrella concept' which covers the major heads of review and pointed out that the court

can interfere with a decision if it is so absurd that no reasonable decision maker would in law come to it. In GCHQ Case (supra) Lord Diplock fashioned the principle of unreasonableness and preferred to use the term irrationality as follows : "By 'irrationality' I mean what can now be succinctly referred to as "Wednesbury's unreasonableness", It applies to a decision which is so outrageous in its defiance of logic or of accepted moral standards that no sensible person who had applied his mind to the question to be decided could have arrived at it." xxxx 29. Wednesbury principle of unreasonableness as such has not been replaced by the doctrine of proportionality though that test is being applied more and more when violation of human rights is alleged. H.W.R. Wade & C.F. Forsyth in the 10th Edition of Administrative Law (2009), has omitted Neutral Citation the passage quoted by this court in Jitender Kumar case and stated as follows: "Notwithstanding the apparent persuasiveness of these views the coup de grace has not yet fallen on Wednesbury unreasonableness. Where a matter falls outside the ambit of 1998 Act, the doctrine is regularly relied upon by the courts. Reports of its imminent demise are perhaps exaggerated." (emphasis applied). 30. Wednesbury and Proportionality - Wednesbury applies to a decision which is so reprehensible in its defiance of logic or of accepted moral or ethical standards that no sensible person who had applied his mind to the issue to be decided could have arrived at it. Proportionality as a legal test is capable of being more precise and fastidious than a reasonableness test as well as requiring a more intrusive review of a decision made by a public authority which requires the courts to 'assess the balance or equation' struck by the decision maker. Proportionality test in some jurisdictions is also described as the "least injurious means" or "minimal impairment" test so as to safeguard fundamental rights of citizens and to ensure a fair balance between individual rights and public interest. Suffice to say that there has been an overlapping of all these tests in its content and structure, it is difficult to compartmentalize or lay down a strait jacket formula and to say that Wednesbury has met with its death knell is too tall a statement. Let us, however, recognise the fact that the current trend seems to favour proportionality test but Wednesbury has not met with its judicial burial and a state burial, with full honours is surely not to happen in the near future. 31. Proportionality, requires the Court to judge

whether action taken was really needed as well as whether it was within the range of courses of action which could reasonably be followed. Proportionality is more concerned with the aims and intention of the decision-maker and whether the decision-maker has achieved more or less the correct balance or equilibrium. Courts entrusted with the task of judicial review has to examine whether decision taken by the authority is proportionate, i.e. well balanced and harmonious, to this extent court may indulge in a merit review and if the court finds that the decision is proportionate, it seldom interferes with the decision taken and if it finds that the decision is disproportionate i.e. if the court feels that it is not well balanced or harmonious and does not stand to reason it may tend to interfere. 32. Leyland and Anthony on Textbook on Administrative Law (5th edn. OUP, 2005) at p.331 has amply put as follows : "Proportionality works on the assumption that administrative action ought not to go beyond what is necessary to achieve its desired results (in every day terms, that you should not use a sledgehammer to crack a nut) and in contrast to irrationality is often understood to bring the courts much closer to reviewing the merits of a decision". 33. Courts have to develop an indefeasible and principled approach to proportionality till that is done there will always be an overlapping between the traditional grounds of review and the principle of proportionality and the cases would continue to be decided in the same manner whichever principle is adopted. Proportionality as the word indicates has reference to variables or comparison, it enables the Court to apply the principle with various degrees of intensity and offers a potentially deeper inquiry into the reasons, projected by the decision maker.

Z. That the impugned action of the HSVP and FMDA in issuing the letters/memos under subject are against the principles of natural justice as no opportunity of hearing has been accorded to the undersigned at any stage and the said letters/memos are more so directory in nature. These actions of the HSVP and FMDA are also violative of the rights of the undersigned under Articles 14 and 21 of the Constitution of India.

AA. That the HSVP and FMDA have not assessed the environmental impact of their actions in cutting the trees for the purpose of construction of road as such construction is avoidable because it will not provide access to

any designated place/premises and will only cause reduction of green area. As a matter of fact, the constructions of the road would not be an alternate route to any place/premises.

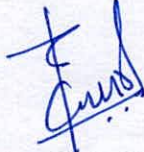
BB. That the actions of the HSVP and FMDA in issuing the impugned letters/memos is unjust, unfair and arbitrary.

PRAYER:

It is therefore humbly requested to your goodself to kindly withdraw the letter/communication dated 09.05.2025, bearing the memo number 182/CE/UED/FMDA, whereby the Memorandum of Understanding (MOU) dated 20.07.2023 has been terminated in total contravention of the terms and conditions enshrined therein, with immediate effect.

Also the undersigned be granted opportunity of being heard in person before passing of any order.



Regards:

For Shiv Nadar Trust

ENCLOSURES:

- (1) Copy of CWP no. 15253 of 2025 titled as Shiv Nadar Trust Vs. State of Haryana and Ors.
- (2) Copy of order dated 28.08.2025 passed in CWP no. 15252 of 2025 by Hon'ble Pb. & Hry High Court.

CC:

- (1) Sub Divisional Engineer (Survey), Haryana Shehri Vikas Pradhikarn (HSVP), Sector-12, Faridabad, Haryana

214-5 CWP-9670-2023 (O&M)

-1-

SHIV NADAR TRUST AND ANR

V/S

STATE OF HARYANA AND ORS

Present: Mr. Akshay Bhan, Senior Advocate with
Mr. Akhilesh Barak, Advocate and
Mr. Shaurya Khanna, Advocate for the petitioners.

Mr. Saurabh Mago, DAG Haryana for respondent No.1.

Mr. Ankur Mittal, Senior Advocate with
Ms. Kushaldeep Kaur, Advocate for respondent No.2.

Mr. P.S. Chauhan, Senior Advocate with
Ms. Vasundhra Asija Bhandari, Advocate for respondent No.3.

An application being CM-2872-CWP-2024 has been filed for grant of stay.

Learned senior counsel appearing on behalf of the petitioners would contend that in the lead case being CWP-16494-2022 on 29.07.2022 the following order was passed :

'The petitioner has assailed the e-auction notices Annexure P/15 and Annexures P/16, whereby certain commercial sites/complexes are proposed to be auctioned.

The precise grievance of the petitioner in this petition is against the auction of the commercial sites/complexes situated in Sector 82 and 89, Faridabad.

The petitioner is a private limited company, engaged in development and interior designing of residential group housing/ residential colony/ retail commercial projects

CWP-9670-2023 (O&M)

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and other real estate projects in India. The petitioner company purchased land measuring 3.07777 acres in village Bhatola falling in planned Sector-82, Faridabad vide sale-deed dated 12.06.2012. The said land was in the commercial belt as per Faridabad Development Plan for 2031 A.D. for the controlled area outside Municipal limits boundary. It obtained Licence dated 11.09.2019 from the Director, Town and Country Planning, Haryana for development of a commercial colony over the said area measuring 3.07777 acres.

Vide notification dated 14.08.2008 issued under section 4 of the Land Acquisition Act, land was sought to be acquired for development and utilisation for Master Plan Roads of Sectors 75 to 89, as per Development Plan of Faridabad.

The acquisition was assailed by the landowners by filing various writ petitions including CWP-16085-2012. In the petitions their primary challenge to the acquisition was that the land which does not fall within the road alignment called marginal land should be released from acquisition. During the course of proceedings, additional affidavit dated 13.07.2015 of Shri R.K. Singh, Additional Director, Urban Estates Department, Haryana, was filed wherein it was asserted that the marginal land along with Master

CWP-9670-2023 (O&M)

-3-

Plan Roads as per planning practice would be maintained as a green buffer between residential sectors and industrial sectors. It was asserted that the marginal land along with Master Plan Roads will be utilized by the State Government for designated use of these sectors and also for green buffer zone.

The court thereby concluded that the acquired land was not being acquired for any commercial purpose but for the purposes subservient to the purpose of acquisition of road or for any other public purpose including green buffer zone. Hence the acquisition was for public purpose.

The writ petitions were dismissed vide order dated 05.11.2015.

Mr. Alok Jain, learned counsel for the petitioner has, inter-alia, contended that the commercial sites for which the bids have been invited are a part of the said acquisition. Auction of these sites as Commercial sites involves conversion of the user of the area acquired for Master Road and delineated on the Master Plan as marginal land. This conversion for commercial use is contrary to the undertaking of the respondents before this Court in CWP No.16085-2012 and is illegal.

Notice of motion.

CWP-9670-2023 (O&M)

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Mr. P.S. Chauhan, Advocate accepts notice on behalf of respondent-HSVP.

Adjourned to 30.08.2022.

Meanwhile, the e-auction of the commercial sites/complex in Sectors 82 and 89, Faridabad, as find mentioned in Annexure P/15 shall remain stayed'.

Learned senior counsel appearing on behalf of the petitioners would further contend that no separate order of status quo was passed in the present case and that in the interregnum nature of the land is being changed.

Notice of the application.

Mr. Saurabh Mago, DAG Haryana accepts notice on behalf of respondent No.1. Ms. Kushaldeep Kaur, Advocate accepts notice on behalf of respondent No.2. Ms. Vasundhra Asija Bhandari, Advocate accepts notice on behalf of respondent No.3. They seek some time to file replies.

To be heard along with **CWP-16494-2022** on the date fixed therein.

Meanwhile, *status quo* qua the land in question, as it exists today, shall be maintained.

(ALKA SARIN)
JUDGE

(RAMESH CHANDER DIMRI)
JUDGE

08.05.2026
Aman Jain



Priyanka Sinha <office@priyankasinha.net>

OA NO. 178/2025 SHIV NADAR TRUST VS STATE OF HARYANA & ORS

1 message

Priyanka Sinha <office@priyankasinha.net>

Mon, Jun 29, 2026 at 6:19 PM

To: Kunal Bhuria <kunal.bhuria@sns.edu.in>, "Kartik Mahant(Core, Legal)" <kartik.mahant@sns.edu.in>, Pramod Kumar <pramod.kumar@sns.edu.in>

Cc: "Sandeep Singh, (Operations, Core)" <sandeep.s@sns.edu.in>, Rajiv Katyal <rkatyal2904@gmail.com>, himanshu gupta <himanshuanandgupta@yahoo.com>, "k.panmei@alcadvocates.com" <k.panmei@alcadvocates.com>

This is to inform you that the rejoinder has been filed in the subject matter. Please find attached the filing proof of the same. Please find attached a copy of the out-of-pocket expenses incurred during the filing. This is for your information and record.

The next date of hearing in the matter is 14.08.2026

Best Regards,

Priyanka Sinha

Advocate Supreme Court of India

Office:

B31 | Lower Ground Floor | Lajpat Nagar 3 | New Delhi - 110024

Chamber No. 185, Block 2 | High Court of Delhi | New Delhi 110001

Client and Attorney Privileged Document /Confidential /Private /Not admissible as evidence.**SHIV NADAR REPLY REJOINDER FINAL DRAFT.pdf**

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