

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
ORIGINAL APPLICATION NO. 1144/2024**

IN THE MATTER OF:-

M/s Mohan Singh Bagdri

Applicant

versus

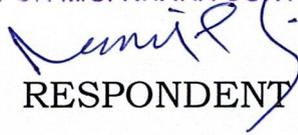
State of Uttarakhand & Ors.

Respondent(s)

NDOH: 12.03.2026

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FOR M/S. KHARA CONTRACTORS

PARTNER
RESPONDENT NO. 7

THROUGH

A handwritten signature in blue ink, appearing to read 'Abhijeet', is written over two parallel horizontal lines.

DELHI
Dated:

ABHIJEET & GUNJEET SINGH
Advocates for the Respondent No. 7

A-87, Defence Colony,
New Delhi-110024,
abhijeetu03@gmail.com
M: 9507709888

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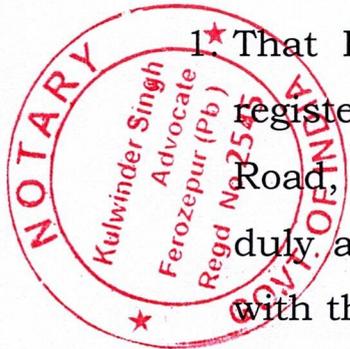
Respondent(s)

**ADDITIONAL REPLY AFFIDAVIT ON BEHALF OF RESPONDENT
NO. 7 M/S KHARA CONTRACTORS**

MOST RESPECTFULLY SHOWETH:-

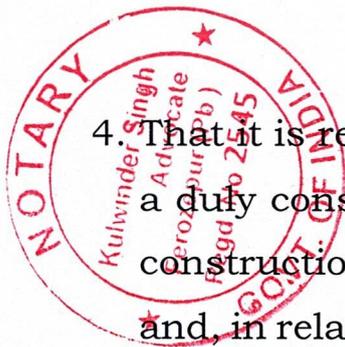
I, Manjit Singh S/O Jaswant Singh, aged about 47 years, resident of House no. 1 Rose Avenue, Ferozepur city, Punjab do solemnly affirm and state as follows:-

1. That I am a partner of M/s Khara Contractors having its registered office at Shop No. 27, Near Cantt, Truck Union, G.T Road, Ferozepur Cantt, Ferozepur, 152001, Punjab, India and duly authorised and in my official capacity, I am conversant with the facts of the case based on the knowledge derived from the records and as such I am competent and authorized to file this affidavit.



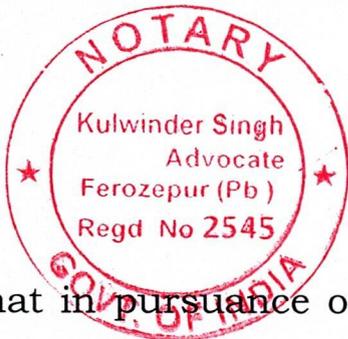
2. That the answering respondent had already filed its Short Reply Affidavit dated 12.01.2026 before this Hon'ble Tribunal and the present additional reply affidavit is being filed pursuant to the order dated 13.01.2026, whereby this Hon'ble Tribunal was pleased to grant time to the answering respondent to file additional response on record.

3. That the contents of the earlier Short Reply Affidavit dated 12.01.2026 filed by the answering respondent may kindly be read as part and parcel of the present additional reply affidavit also and the answering respondent craves leave to rely upon the same. The present additional reply affidavit is being filed for placing on record the factual background as to how the answering respondent came to be engaged in the subject project and the contract amount relating to the subject bridge.



4. That it is respectfully submitted that M/s Khara Contractors is a duly constituted partnership firm and has been carrying out construction activities including bridge works for several years and, in relation to the present matter, the answering respondent came to be associated with the subject bridge work through Bridge And Roof Company (India) Ltd., which is acting as the Programme Implementation Unit under the PMGSY Scheme in the State of Uttarakhand.

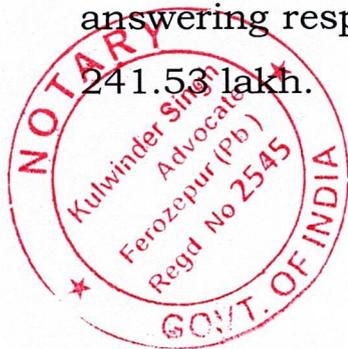
5. That it is respectfully submitted that Uttarakhand Rural Roads Development Agency and Bridge And Roof Company (India) Ltd. reportedly entered into an Agreement for construction and maintenance of steel girder/steel truss composite bridges under the Pradhan Mantri Gram Sadak Yojana in the State of Uttarakhand. By virtue of the said Agreement, Bridge And Roof Company (India) Ltd. was engaged as the Programme Implementation Unit for such bridge projects under URRDA.



6. That in pursuance of the said arrangement, Bridge And Roof Company (India) Ltd. floated a tender for bridge construction works. The answering respondent participated in the tender process and thereafter Bridge And Roof Company (India) Ltd. issued Letter of Acceptance dated 03.03.2022 bearing Ref. No. B&R/HO/71123/PMGSY/UK/PKG-16/LOA/688 in favour of the answering respondent for execution of bridge works under Package No. B&R/PKG/UK/16. It is by virtue of the said Letter of Acceptance dated 03.03.2022 that the answering respondent came to be engaged as the execution agency in relation to the concerned bridge work under the supervision and control of the competent authorities.

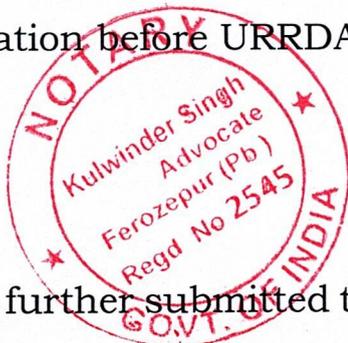
A true copy of the said Letter of Acceptance dated 03.03.2022 is annexed herewith and marked as **Annexure A-1**

7. That the subject bridge involved in the present proceedings is one of the bridge works covered by the aforesaid Letter of Acceptance dated 03.03.2022 and is described therein as "Construction & Maintenance (05 years) of 01 No. 30 M. Span Steel Bridge at Km 1.5 of Semalta-Kafna-Satni, L050 at Block-Jakholi, Rudraprayag" bearing Bridge Identification No. UT10126.
8. That as per the Letter of Acceptance dated 03.03.2022 and its continuation sheet, the sanctioned cost of the said bridge UT10126 was Rs. 191.83 lakh excluding GST, whereas the amount quoted and awarded in favour of the answering respondent for the said bridge comprised construction cost of Rs. 215.65 lakh (excluding GST) and maintenance cost of Rs. 15.00 lakh (excluding GST), totalling Rs. 230.65 lakh (excluding GST). Including GST, the total contract value awarded to the answering respondent for the original 30-metre bridge was Rs. 241.53 lakh.
9. That the said Letter of Acceptance also recorded that the agreement and commencement of work would remain subject to the condition that the expenditure should not exceed the sanctioned cost of the project till formal approval is obtained



from the State Government, and the answering respondent has acted in terms of the contractual arrangement as communicated to it through the said Letter of Acceptance.

10. That it is respectfully submitted that the bridge location was subsequently shifted by about 50 metres downstream by URRDA during February, 2024, after substantial abutment work had already been carried out at the original site. The excavated area at the former site was duly backfilled thereafter. The bridge span was also increased from 30 metres to 48 metres at the new location. The revised proposal for variation in quantities arising out of such relocation is presently under consideration before URRDA.

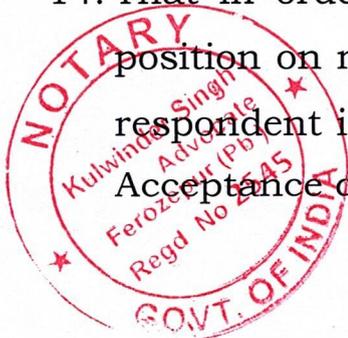


11. That it is further submitted that for the original 30-metre bridge, the contract value awarded to the answering respondent was Rs. 241.53 lakh (including GST). It is further submitted that for the modified 48-metre bridge, as per the revised proposal pending approval before URRDA, the contract value of the answering respondent is Rs. 1369.28 lakh (including GST). That as against the above, payments realized by the answering respondent till date stand at Rs. 188.05 lakh (including GST).

12. That it is further respectfully submitted that the role of the answering respondent has at all times been that of the execution agency for the aforesaid bridge work and the answering respondent has carried out the work under the contractual framework created by the aforesaid Letter of Acceptance.

13. That the scope of answering respondent's work was limited only to the bridge construction work in question and the answering respondent had no role, responsibility, or involvement in the road portion of the project or in any excavation work carried out by other agencies engaged directly by URRDA.

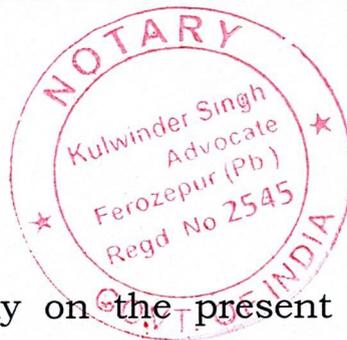
14. That in order to place the aforesaid factual and contractual position on record before this Hon'ble Tribunal, the answering respondent is annexing herewith the true copy of the Letter of Acceptance dated 03.03.2022 as Annexure A-1.



15. That the Answering Respondent respectfully submits that no 'Gharat' existed at or near the bridge location prior to the commencement of the work. Accordingly, the question of causing any damage to a non-existent structure does not arise. It is further submitted that the Petitioner himself has admitted that the present complaint has been filed only on account of the

fact that no work had been carried out at the bridge site for a considerable period of time.

16. That the Answering Respondent had to excavate the river bank for the bridge work but the excavated soil in entirety is being used for bridge construction purpose only and no portion of the soil was dumped elsewhere as 'debris'. Also, sufficient precautionary measure was taken to avoid obstructing the natural flow of river.
17. That the entire excavated soil shall also be reused on completion of bridge construction for backfilling purpose only.
18. That the present additional reply affidavit is being filed bonafidely and in compliance of the order passed by this Hon'ble Tribunal and in order to assist this Hon'ble Tribunal on the limited aspect regarding the engagement of the answering respondent in the project and the contract amount relating to the subject bridge.
19. That I crave liberty to rely on the present additional reply affidavit and thereafter reserve the right to file such further documents or information as may be necessary, if so required.



20. Thus, in light of the above submissions, it is most humbly prayed that the present additional reply affidavit may kindly be taken on record and this Hon'ble Tribunal may pass such appropriate order in the interest of justice as deemed fit in the facts and circumstances of the case.

FOR M/S. KHARA CONTRACTORS

 PARTNER
DEPONENT

VERIFICATION

I, the deponent above named do hereby verify that the contents of the above affidavit are true and correct to my knowledge, no part of it is false and nothing material has been concealed therefrom.



FOR M/S. KHARA CONTRACTORS

 PARTNER
DEPONENT

ATTESTED

 Kulwinder Singh Advocate
 Notary Public Govt of India
 Ferozepur 152001 (Pb.)

11 MAR 2026



ब्रिज एण्ड रूफ कम्पनी (इण्डिया) लि० BRIDGE AND ROOF CO. (INDIA) LTD.



(भारत सरकार का एक उद्यम)

(A GOVERNMENT OF INDIA ENTERPRISE)



पंजीकृत कार्यालय :

Registered Office :

चतुर्थ एवं पांचवी मंजिल, कंकड़िया सेंटर,
2/1, रसल स्ट्रीट, कोलकाता -700 0714TH & 5TH FLOOR, KANKARIA CENTRE,
2/1, RUSSEL STREET, KOLKATA-700 071LETTER OF ACCEPTANCE

Ref.: B&R/HO/71123/PMGSY/UK/PKG-16/LOA/688

Date: 03.03.2022

M/s Khara Contractors,
G.T. Road, Near Cantt. Truck Union,
Ferozepur Cantt., PunjabMobile No. 9815078179,
Email : kharacontractors@gmail.com

Kind Attn. : Mr. Manjit Singh (Partner)

Sub: LETTER OF ACCEPTANCE (LOA) FOR "CONSTRUCTION & MAINTENANCE (05 YEARS) OF 06 NOS STEEL GIRDER / STEEL TRUSS COMPOSITE BRIDGES IN STATE OF UTTARAKHAND" - (1) Construction & Maintenance (05 years) of 01 No. 24M. Span Steel Girder Bridge at Km 2 (Ch. 1/21 to 1/22) of Rudraprayag Gaurikund MR Km 57 to Khat Khariya, L042 at Block - Augustmuni, Rudraprayag : UT10103, (2) Construction & Maintenance (05 years) of 01 No. 30M. Span Steel Bridge at Km 1.5 of Semalta-Kafna-Satni, L050 at Block - Jakholi, Rudraprayag : UT10126, (3) Construction & Maintenance (05 years) of 01 No. 30M. Span Steel Bridge at Km 11.5 of Gorpa-Sirwari to Kurchhola, L026 at Block - Jakholi, Rudraprayag : UT1098, (4) Construction & Maintenance (05 years) of 01 No. 36M. Span Steel Bridge at Km 3 of Paldwadi to Dungar Semal MR, T01 (PMGSY-II) at Block - Ukhimath, Rudraprayag : UT1022, (5) Construction & Maintenance (05 years) of 01 No. 18M. Span Steel Bridge at Km 6 of Paldwadi to Dungar Semal MR, T01 (PMGSY-II) at Block - Ukhimath, Rudraprayag : UT1023 and (6) Construction & Maintenance (05 years) of 01 No. 30M. Span Steel Bridge at Km 5 of Tala Barangali MR to Paw Durgadhar (Jagpura), L028 at Block - Augustmuni, Rudraprayag : UT101112.

- Ref: i) Notice Inviting Tender (e-NIT) No. Bid Identification No. : PMGSY/B&R/02 for 2021-2022 dated 13.12.2021 : PACKAGE No. : B&R / PKG / UK / 16 [Tender ID No. 2021_CCUK_115087_1, generated from PMGSY UK Portal].
- ii) Your Bid No. 493907 (generated from PMGSY Portal) uploaded on 20.12.2021

Dear Sir,

This is to notify you that the Employer, Bridge & Roof Co. (India) Ltd. on behalf of CEO, URRDA has accepted your Bid dated 20.12.2021 for execution of the 06 (Six) Nos. Bridge(s) [(1) Construction & Maintenance (05 years) of 01 No. 24M. Span Steel Girder Bridge at Km 2 (Ch. 1/21 to 1/22) of Rudraprayag Gaurikund MR Km 57 to Khat Khariya, L042 at Block - Augustmuni, Rudraprayag : **UT10103**, (2) Construction & Maintenance (05 years) of 01 No. 30M. Span Steel Bridge at Km 1.5 of Semalta-Kafna-Satni, L050 at Block - Jakholi, Rudraprayag : **UT10126**, (3) Construction & Maintenance (05 years) of 01 No. 30M. Span Steel Bridge at Km 11.5 of Gorpa-Sirwari to Kurchhola, L026 at Block - Jakholi, Rudraprayag : **UT1098**, (4) Construction & Maintenance (05 years) of 01 No. 36M. Span Steel Bridge at Km 3 of Paldwadi to Dungar Semal MR, T01 (PMGSY-II) at Block - Ukhimath, Rudraprayag : **UT1022**, (5) Construction & Maintenance (05 years) of 01 No. 18M. Span Steel Bridge at Km 6 of Paldwadi to Dungar Semal MR, T01 (PMGSY-II) at Block - Ukhimath, Rudraprayag : **UT1023** and (6) Construction & Maintenance (05 years) of 01 No. 30M. Span Steel Bridge at Km 5 of Tala Barangali MR to Paw Durgadhar (Jagpura), L028 at Block - Augustmuni, Rudraprayag : **UT101112**] under Pradhan Mantri Gram Sadak Yojana : PMGSY : YEAR 2021-22 PMGSY BATCH-I and Routine Maintenance of the works for five years for the Contract Price as stated below :-

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Ref.: B&R/HO/71123/PMGSY/UK/PKG-16/LOA/688

Date: 03.03.2022

-:: Page 02 ::-

Bridge Identification No.	Location [District - Rudraprayag]	Price Quoted by Bidder excluding GST (Rs. In Lakh)			Awarded Value within the Sanctioned Cost excluding GST (Rs. In Lakh)	Additional Cost w.r.t. Sanctioned Cost excluding GST (Rs. In Lakh)
		Construction Cost	Maintenance Cost	Total		
1	2	3	4	5 = 3+4	6	7 = 5-6
UT10103	Block – Augustmuni	134.12	5.46	139.58	123.64	15.93
UT10126	Block – Jakholi	215.65	15.00	230.65	191.83	38.82
UT1098		230.94	15.00	245.94	198.77	47.17
UT1022	Block – Ukhimath	273.26	5.20	278.46	240.00	38.46
UT1023		136.22	5.20	141.42	121.34	20.08
UT101112	Block – Augustmuni	189.67	5.20	194.87	171.10	23.77
Total Amount :		1179.86	51.05	1230.92	1046.68	184.24

Financial bid of the above work is 17.60% higher from the sanctioned cost of the project. The quoted construction cost is Rs. 184.24 Lakh higher than the sanctioned cost of work. It is communicated by URRDA vide their Letter No. 2755/Bridges/Bridge & roof/ITCO/URRDA/21 dated 08.01.2022 for signing the agreement and commencing the work with condition that expenditure should not exceed the sanctioned cost of project till the formal approval is obtained from State Government.

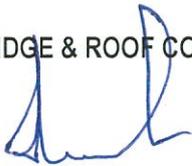
You are hereby requested to furnish the followings :

- (1) Performance Security in the form detailed in Cl. 30 of ITB for an amount of **Rs. 26.17 Lakh (Rupees Twenty Six Lakhs and Seventeen Thousand only)** within 10 days of the receipt of this Letter of Acceptance valid up to 45 days from the date of expiry of Defects Liability Period and sign the Contract. If the Performance Security is in the form of a Bank Guarantee, the period of validity of Bank Guarantee could be one year initially, however, the Contractor would get this Bank Guarantee extended in such a way that an amount equal to the requisite Performance Security is always available with the Employer until 45 days after the lapse of Defects Liability Period failing which action as stated in Cl. 30.3 of ITB will be taken.
- (2) Insurance documents should be furnished for approval of Bridge & Roof Co. (India) Ltd. before drawl of agreement and issue of notice to proceed with the work as per clause 13.3 (a) & (b) of condition of contract.

You are also requested to indicate your nominee as required under Clause 55.2 of the GCC.

Yours faithfully,

FOR BRIDGE & ROOF CO (I) LTD.



(D. PAUL)

EXECUTIVE DIRECTOR (PROJECTS)





ABHIJEET UPADHYAY <abhijeetu03@gmail.com>

Service of Additional Affidavit on behalf of R-7 in OA No. 1144 of 2024

ABHIJEET UPADHYAY <abhijeetu03@gmail.com>

Wed, 11 Mar at 12:13 PM

To: standingcounsel office <standingcounseloffice@gmail.com>, Mukesh Verma <mvermadv@gmail.com>, arpita rawat <arpita29legal@gmail.com>, <samratnigam@gmail.com>, <mohans.bagari1958@gmail.com>, <tamtaadvocates@outlook.com>

Dear All,

PFA reply on behalf of R-7 in the captioned matter. Kindly, treat this e-mail as way of service.

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