

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL, PRINCIPAL
BENCH, AT NEW DELHI
M.A. NO. 140 OF 2024**

**IN
ORIGINAL APPLICATION NO. 356 OF 2022**

IN THE MATTER OF:

BABU LAL & ORS.

...APPLICANTS

VERSUS

STATE OF RAJASTHAN

...RESPONDENTS

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FILED BY:



(SHIV MANGAL SHARMA) (SAURABH RAJPAL)

(ADVOCATE FOR RESPONDENT NO. 1

STATE OF RAJASTHAN)

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NEW DELHI-110024

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PLACE: NEW DELHI

DATE: 16.01.2026

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

M.A. NO. 140 OF 2024

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STATE OF RAJASTHAN

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REPLY ON BEHALF OF STATE OF RAJASTHAN IN

MOST RESPECTFULLY SHOWETH:

1. That the present compliance report is being filed on behalf of Answering Respondent – State of Rajasthan, pursuant to the order dated 22.08.2025 passed by this Hon'ble Tribunal, whereby the State was directed to submit a detailed report regarding the status of mining closure plans, particularly in relation to the mining pits located in Village Nizampura, Tehsil Nasirabad, District Ajmer, Rajasthan.
2. That the matter pertains to the Original Application No. 356/2022 was registered by this Hon'ble Tribunal on the basis of a complaint received from villagers of Nizampura, Tehsil Nasirabad, District Ajmer, Rajasthan. The petitioners alleged that Shri Champalal Sain had purchased land measuring 30 bighas comprised in Khasra Nos. 1126, 1123, 1133, 1132, 1131 and 1130 and was carrying out illegal mining, creating pits of about 100 feet depth. It was further alleged that he had encroached upon Charagah (grazing) and Siwaychak (unoccupied agricultural) land comprised in Khasra Nos. 1055, 1056, 964 and 966.
3. That this Hon'ble Tribunal, vide order dated 06.09.2022, disposed of the Original Application while directing the Rajasthan State Pollution Control Board and the District Magistrate, Ajmer to ensure that the pits created due

to mining activities are filled or reclaimed strictly in accordance with the approved mine closure plan, and to submit a compliance report in that regard.

4. That pursuant thereto, a Joint Committee was constituted to conduct a site inspection. As per the findings of the Joint Committee, no illegal mining activity was found in Khasra Nos. 1126, 1130 and 1131. In Khasra Nos. 1132 and 1133, mining pits of depths ranging between 10 to 20 feet were observed, which were significantly lesser than the alleged depth of 100 feet. The Committee further recorded that the extracted soil and overburden had been utilized for the formation of agricultural field boundaries.
5. That with regard to the allegations of encroachment, it was found that Khasra No. 964 falls within a legally sanctioned mining lease bearing Mining Lease No. 44/2009, held by Smt. Khushboo Sen, admeasuring 4.1242 hectares for extraction of Quartz and Feldspar minerals, situated in Village Nizampura, Tehsil Nasirabad, District Ajmer. The said lease is valid for a period of 50 years commencing from 20.06.2011 and subsisting till 19.06.2061. No illegal mining was found in Khasra Nos. 1055, 1056 or 966. The overburden temporarily stacked on the boundaries of Khasra Nos. 1056 and 966 was removed pursuant to notice issued by the Tehsildar. Consequently, any temporary encroachment upon Charagah land stood rectified, and no encroachment exists as on date.

A copy of the photographs of the site in question dated 13.01.2026 (Khasra Nos. 1055, 1056, 964 and 966) is annexed herewith and marked as **ANNEXURE A1**.

CURRENT STATUS OF MINING PITS AND CLOSURE PLAN

6. That as per the latest inspection, no mining activity was being carried out. Since the approved mining plan indicates the availability of mineral reserves and the mining lease remains valid up to the year 2061,

reclamation and final mine closure activities have not been undertaken at this stage. Accordingly, the Final Mine Closure Plan will be implemented /submitted after cessation of mining.

7. That the site inspection further revealed that the mine was non-operational during the visit. No plantation activity was observed within the lease area except for natural shrubs, though approximately twenty saplings were found in the adjoining khatedari land. Minor heaps of overburden were noticed within the lease area.
8. That with respect to safety and environmental safeguards, it is submitted that the mining pits have been duly secured and fenced from all sides to prevent unauthorized access and ensure public safety. The lease holder was earlier issued a warning letter dated 12.07.2022 for improper dumping of overburden. Continuous and regular monitoring is being carried out by the Mining Department and the Rajasthan State Pollution Control Board to ensure that no illegal mining or environmental violations occur.
9. That insofar as compliance with the Mine Closure Plan is concerned, it is respectfully submitted that since the mining lease is valid till 19.09.2061 and extractable mineral reserves continue to exist, reclamation and final mine closure is not mandated at present. The Final Mine Closure Plan shall be submitted and implemented strictly in accordance with statutory provisions upon expiry or premature termination of the mining lease.

CONCLUSION AND UNDERTAKING

10. That the Answering Respondent, through its concerned departments, remains fully committed to strict compliance with the directions issued by this Hon'ble Tribunal and to ensuring environmentally sustainable and lawful mining operations.
11. That in view of the facts stated hereinabove, it is respectfully submitted that the mining pits in question are presently non-operational, are under

regular monitoring, and the mining lease remains valid up to 19.09.2061. The State authorities shall continue to oversee the site and shall submit further reports as and when directed by this Hon'ble Tribunal.

12. That the Answering Respondent craves leave of this Hon'ble Tribunal to place on record any further report, affidavit or document, if so required, in compliance with future directions.

FILED BY:



(SHIV MANGAL SHARMA) & (SAURABH RAJPAL)

(ADVOCATE FOR RESPONDENT NO. 1

STATE OF RAJASTHAN)

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NEW DELHI-110024

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PLACE: NEW DELHI

DATE: 16.01.2026

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,
PRINCIPAL BENCH AT NEW DELHI
M.A.IN DISPOSED OF CASE NO. 140 OF 2024
IN
Original Application No. 356/2022**

IN THE MATTER OF:

Babu Lal & Ors

....Applicant(s)

Versus

State of Rajasthan & Ors.

....Respondent(s)

AFFIDAVIT

I, **J.K. Gurbaxani S/o G.R. Gurbaxani**, aged about 56 years, Presently Posted as **Superintending Mining Engineer, Ajmer** do hereby solemnly affirm and state on oath as under:

1. That I am the Officer in-Charge in the instant Misc. Application and am well conversant with the facts and circumstances of the case and thus competent to swear this affidavit.
2. That I have read the Reply Affidavit have been drafted under my instructions, which I have read and understood. I further state that the averments made therein are true and correct to my knowledge and belief.
3. That the Annexures filed along with the Reply Affidavit are true copies of their respective originals.

VERIFICATION:

Verified at 13 JAN 2026 on this the ___ day of January, 2026. I, the abovenamed deponent, do hereby verify that the contents of the above affidavit are true and correct. No part of it is false and nothing material has been concealed therefrom.

(जय के गुरबाखानी)
DEPONENT
अधीक्षण खनि अभियन्ता
अजमेर

(जय के गुरबाखानी)
DEPONENT
अधीक्षण खनि अभियन्ता
अजमेर



ATTESTED

NOTARY PUBLIC DELHI, INDIA

13 JAN 2026

FENCING KHASRA NO.964



GPS Map Camera

Nizampura, Rajasthan, India 
Nizampura, Rajasthan 305621, India, Nizampura,
Rajasthan 305621, India
Lat 26.193103° Long 74.693055°
Tuesday, 13/01/2026 01:32 PM GMT +05:30

FENCING KHASRA NO.964



GPS Map Camera



Nizampura, Rajasthan, India 

Nizampura, Rajasthan 305621, India, Nizampura,
Rajasthan 305621, India

Lat 26.19311° Long 74.693045°

Tuesday, 13/01/2026 01:32 PM GMT +05:30

FENCING KHASRA NO.964



GPS Map Camera



Nizampura, Rajasthan, India 

Nizampura, Rajasthan 305621, India, Nizampura,
Rajasthan 305621, India

Lat 26.193202° Long 74.693049°

Tuesday, 13/01/2026 01:33 PM GMT +05:30

FENCING KHASRA NO.966



GPS Map Camera



Nizampura, Rajasthan, India 
5mvq+qwm, Nizampura, Rajasthan 305621, India
Lat 26.193814° Long 74.692641°
Tuesday, 13/01/2026 01:27 PM GMT +05:30

KHASRA NO.966



GPS Map Camera



Google

Nizampura, Rajasthan, India 🇮🇳
5mvq+qwm, Nizampura, Rajasthan 305621, India
Lat 26.193896° Long 74.692575°
Tuesday, 13/01/2026 01:28 PM GMT +05:30

KHASRA NO.1055



GPS Map Camera



Nizampura, Rajasthan, India 

5mwv+vw, Nizampura, Rajasthan 305621, India

Lat 26.19463° Long 74.694695°

Tuesday, 13/01/2026 01:23 PM GMT +05:30

KHASRA NO.1055



GPS Map Camera



Nizampura, Rajasthan, India 

5mwv+vw, Nizampura, Rajasthan 305621, India

Lat 26.194589° Long 74.694728°

Tuesday, 13/01/2026 01:23 PM GMT +05:30

KHASRA NO.1056



GPS Map Camera



Nizampura, Rajasthan, India 

Nizampura, Rajasthan 305621, India, Nizampura,
Rajasthan 305621, India

Lat 26.193983° Long 74.694188°

Tuesday, 13/01/2026 01:20 PM GMT +05:30

KHASRA NO.1056



GPS Map Camera



Nizampura, Rajasthan, India 
Nizampura, Rajasthan 305621, India, Nizampura,
Rajasthan 305621, India
Lat 26.194093° Long 74.694442°
Tuesday, 13/01/2026 01:20 PM GMT +05:30

BEFORE THE NATIONAL GREEN TRIBUNAL

PRINCIPAL BENCH, NEW DELHI

M..A IN DISPOSED OF CASES NO. 140 OF 2024INO.A. NO. 356 OF 2022IN THE MATTER OF:

Babu Lal & Ors

Applicants

Versus

State of Rajasthan & Ors

Respondents

VAKALATNAMA

KNOW ALL to whom, these presents shall come that I, Sudheer Yadav, Officer In-Charge, Respondent No.10, the above-named do hereby appoint (hereinafter called the Advocate/s) to be my/our Advocates(s) in the above-noted case, authorise him/them: -

SHIV MANGAL SHARMA & SAURABH RAJPAL

D-291, 2nd & 3rd Floor,

Defence Colony, New Delhi-110024

Mobile: +91 70427 00133

Email: aagrajasthan1sc@gmail.com

To act, appear and plead in the above-noted case in this Court or in any other Court in which the same may tried or heard and also in the appellate Court including High Court subject to fees separately for each court by me/ us. To sign file, verify and present pleadings, appeals cross-objections or petitions for executions, review as revision, withdrawal, compromise or other petitions or affidavits or other documents may be deemed necessary or proper for the prosecution of the said case in all its stages subjects to payment of fees for each stage. To file and take back documents, to admit and/or deny the documents of opposite party. To withdraw or compromise the said case or submit to arbitration any differences or disputes that may arise touching or in any manner relating to the said case. To take execution proceedings. To deposit, draw and receive money, cheques, cash and grant receipts hereof and to do all other acts and things which may be necessary to be done for the progress and in the court of the prosecution of the said case. To appoint and instruct any other Legal Practitioner authorising him to exercise the power and authority hereby conferred upon the Advocate whenever he may think fit to do so and to sign the power of attorney on my/our behalf. And I/we, undersigned do hereby agree to ratify and confirm all acts, done by the advocate or his substitute in the matter as my/our own acts, as if done by me/us to all intents and purposes. And I/we undertake that I/we or my/our duly authorised agent would appear in Court on all hearings and will inform the Advocate for appearance when the case is called. And I/we undersigned do hereby agree not to hold the advocate or his substitute responsible for the result of the said case. The adjournment costs whenever ordered by the Court shall be of the Advocate, which he shall receive and retain for himself.

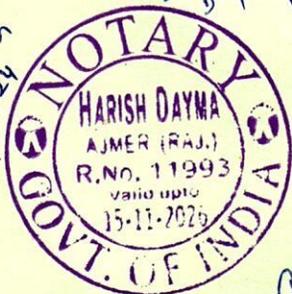
And I/we the undersigned do hereby agree that in the event of the whole or part of the fee agreed by me/us to be paid to the advocate remaining unpaid he shall be entitled to withdraw from the prosecution of the said case until the same is paid up. The fee settled is only for the above case and above Court. I/we hereby agree that once the fees, is paid, I/we will not be entitled for the refund of the same in any case whatsoever and if the case prolongs for more than 3 years the original fee shall be paid again by me/us.

IN WITNESS WHEREOF I/we do hereunto set my/our hand to these presents, the contents of which have been understood by me/us on this 16 day of January 2026.

Accepted subject to the terms of the fees.

Advocate

Chaitanya Sharma
07/22/2024



ATTESTED
NOTARY PUBLIC, AJMER
6/1/26

Sudheer Yadav
5/15/2020

Client
(जय. क. गुरुबक्षाणी)
अधीक्षण खनि अभियन्ता
अजमेर