

**BEFORE THE NATIONAL GREEN TRIBUNAL
AT DELHI PRINCIPAL BENCH
ORIGINAL APPLICATION NO. 152/2022**

IN THE MATTER OF:

GHANSHYAM SINGH PASI

.... APPLICANT

STATE OF UP

VS

.... RESPONDENT

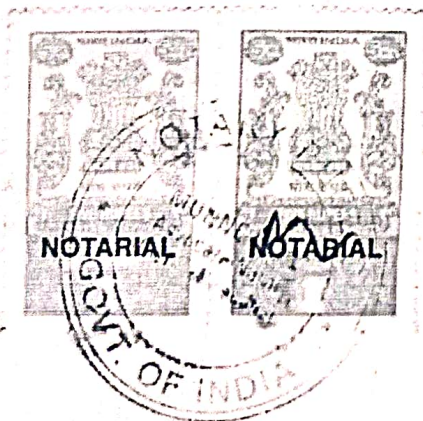
INDEX

S.NO	PARTICULARS	PAGE NO.
1.	Supplementary Report of Uttar Pradesh Pollution Control Board in compliance with the order dated 19.09.2024 passed by this Hon'ble Tribunal.	
2.	The copy of inspection report is annexed herewith as Annexure 1 .	

Date: 14-10-2024

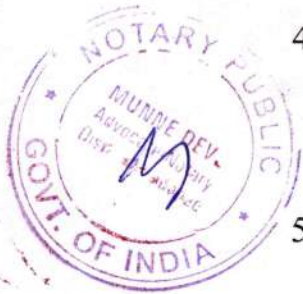
 THROUGH

(PRADEEP MISRA & DALEEP DHYANI)
Council for the U.P. Pollution Control Board
138, New Lawyers' Chamber,
Supreme Court of India,
New Delhi-110001
(M.): 9810252518 & 9811070721
Email ID: pradeepmisra@yahoo.com &
daleepdhayani@yahoo.com.in





2. That in compliance of above directions of Hon'ble Tribunal, officials of Regional Office, U.P. Pollution Control Board, Moradabad inspected the premises of M/s Radico Khaitan Ltd. Bareilly Road, Rampur and the low line areas where fly ash is being filled by the unit on 28-09-2024, 02-10-2024 and 04-10-2024. The copy of inspection report is annexed herewith as **Annexure 1.**
3. That during above inspection done by officials of Regional Office, U.P. Pollution Control Board, Moradabad the Distillery Unit M/s Radico Khaitan Ltd. Bareilly Road, Rampur was found operational for the production of Extra Neutral Alcohol (ENA) and other by-product. The unit has 30 TPH capacity boiler (standby) and 65 TPH boiler (operational).
4. That both above mentioned boilers are equipped with individual electrostatic precipitator and adequate stack height. The fuel for operation 65 TPH boiler is bio-gas, rice-husk and coal.
5. That the Distillery unit has 02 silo of 100 MT and 80 MT capacity of fly ash storage. The fly ash is being disposed through filling in low lying areas by contractors having agreement with the Distillery Unit. The copy of agreement with the contractors and letter of demand for fly ash is attached annexure 2 and 3 of the inspection report.
6. That the unit has produced the documents of generation and disposal of fly ash during last 06 months according to that the unit has generated and disposed around 10202 MT fly ash during last 06 months. The unit has also provided data of 13 low lying areas where the above quantity of fly ash has been disposed. The total area of 29551 square meter has been utilized for filling of fly ash.



7. That the unit does not have its own low lying area in the premises of distiller plant and the disposal of the fly ash is being done through contractors and for that the unit has done agreement with them.
8. That officials of Regional Office, UPPCB, Moradabad inspected the unit and low lying areas where the fly ash has been disposed and taken photographs of the site which are attached in the inspection report.



[Handwritten Signature]
DEPONENT

VERIFICATION:-

Verified at Moradabad on this 14th day of October, 2024 that the contents of the above Affidavit are true and correct to the best of my knowledge and based on the official records of the Respondent. No part of it is false and nothing material has been concealed there from.

[Handwritten Signature]
DEPONENT

Swornly Affirmed Before Me By Shri/Smt./Am. आशुतोष चौधरी
 Deponent Who is Identified By Me, Shri/Smt./Am. आशुतोष चौधरी
 Clerk of Shri / Smt. / Km Advocate
 I Have Satisfied Myself or Showing the Deponent
 That He/She Under Stand the Contents of The
 Affidavit And the Same has been Read Over
 And Explained By Me Recd. Rs
 Sr. No
बद प्रकार सिद्ध है,
14 / 10 / 24

[Handwritten Signature]
 MUNNE DEV
 ADVOCATE NOTARY
 DISTT MORADABAD



क्षेत्रीय कार्यालय
उ०प्र० प्रदूषण नियंत्रण बोर्ड
1-ए/आई.एन.एस.-1, आवास विकास कालोनी, बौद्ध विहार,
दिल्ली रोड, मुरादाबाद

ई-मेल : romoradabad@uppcb.in, दूरभाष : 0591-2972012

पत्र संख्या : 1127 / NH3 / 152/22/जनरल

दिनांक 08 / 10 / 2024

सेवा में,

मुख्य पर्यावरण अधिकारी (वृत्त-7),
उ०प्र० प्रदूषण नियंत्रण बोर्ड,
लखनऊ।

विषय : मा० राष्ट्रीय हरित अधिकरण, नई दिल्ली में योजित ओ०ए० सं० 152/2022 घनश्याम सिंह पासी बनाम स्टेट ऑफ यू०पी० में पारित आदेश दिनांक 19.09.2024 के अनुपालन के संबंध में।

महोदय,

कृपया उपरोक्त विषयक बोर्ड मुख्यालय के पत्रांक एच 17983/सी-7 दिनांक 30.09.2024 का संदर्भ ग्रहण करने का कष्ट करें। तत्कम में मा० राष्ट्रीय हरित अधिकरण के समक्ष प्रस्तुत की जाने वाली सप्लीमेन्ट्री रिपोर्ट संलग्न कर आपके अवलोकनार्थ व मा० राष्ट्रीय हरित अधिकरण, नई दिल्ली के समक्ष नियमानुसार प्रस्तुत किये जाने हेतु प्रेषित है।

संलग्नक : उपरोक्तानुसार।

भगदीय

(आशुतोष चौहान)
क्षेत्रीय अधिकारी

प्रतिलिपि :

1. सदस्य सचिव महोदय, उ०प्र० प्रदूषण नियंत्रण बोर्ड, लखनऊ को सादर सूचनार्थ प्रेषित।
2. विधि अधिकारी-प्रथम, उ०प्र० प्रदूषण नियंत्रण बोर्ड, लखनऊ को सूचनार्थ एवं अग्रिम आवश्यक कार्यवाही हेतु प्रेषित।

क्षेत्रीय अधिकारी

मा० राष्ट्रीय हरित अधिकरण, नई दिल्ली में योजित ओ०ए० सं० 152/2022 घनश्याम सिंह पासी बनाम स्टेट ऑफ यू०पी० में पारित आदेश दिनांक 19.09.2024 के अनुपालन के संबंध में आख्या -

उपरोक्त विषयक मा० राष्ट्रीय हरित अधिकरण, नई दिल्ली में योजित ओ०ए० सं० 152/2022 घनश्याम सिंह पासी बनाम स्टेट ऑफ यू०पी० में पारित आदेश दिनांक 19.09.2024 के सुसंगत अंश निम्नवत हैं -

".....UPPCB shall also give details of so-called low lying areas, measurement and quantum of fly ash stored therein, etc., by filing a supplementary report within three weeks....."

उक्त के अनुपालन में संदर्भित उद्योग मैसर्स रेडिको खैतान लि०, बरेली रोड, रामपुर का निरीक्षण अधोहस्ताक्षरकर्ताओं द्वारा क्रमशः दिनांक 28.09.2024, 02.10.2024 एवं 04.10.2024 को किया गया। आख्या निम्नवत है -

1. उद्योग द्वारा कच्चे माल के रूप में ग्रेन/मोलासेस/शुगर सीरप/केन जूस/माल्ट (बी हैवी, सी हैवी) का प्रयोग कर फर्मेंटेशन एवं डिस्टिलेशन प्रक्रिया के माध्यम से ई०एन०ए० एवं सहउत्पाद के रूप में केटल फीड का उत्पादन किया जाता है। निरीक्षण के समय उद्योग उत्पादनरत पाया गया।
2. उद्योग में वाष्प की आपूर्ति हेतु 30 टी०पी०एच० (स्टैंडबाई) व 65 टी०पी०एच० (संचालित) क्षमता के बॉयलर स्थापित है।



बॉयलर - 65 टी०पी०एच०



बॉयलर - 30 टी०पी०एच०

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3. 30 टी0पी0एच0 क्षमता के बॉयलर पर वायु प्रदूषण नियंत्रण व्यवस्था के रूप में ई0एस0पी0 (इलेक्ट्रो स्टैटिक प्रेसीपिटेटर) व भूतल से लगभग 45 मी0 ऊँची चिमनी स्थापित है। उक्त बॉयलर में ईंधन के रूप में बायोगैस व राइस हस्क का प्रयोग आवश्यकतानुसार किया जाता है।
4. 65 टी0पी0एच0 क्षमता के बॉयलर पर वायु प्रदूषण नियंत्रण व्यवस्था के रूप में ई0एस0पी0 तथा भूतल से लगभग 65 मी0 ऊँची चिमनी स्थापित है। उक्त बॉयलर में ईंधन के रूप में बायोगैस, राइस हस्क व कोयले का प्रयोग आवश्यकतानुसार किया जाता है।



5. उद्योग में स्थापित बॉयलर के संचालन से जनित फ्लाई ऐश के भण्डारण हेतु 100 मी0टन व 80 मी0टन क्षमता के कुल 02 साइलो (कुल क्षमता 180 मी0टन) स्थापित है।



6. उद्योग द्वारा 65 टी0पी0एच0 क्षमता के बॉयलर की चिमनी की मान्यता प्राप्त प्रयोगशाला मैसर्स एवरग्रीन एनवायरो टेस्टिंग एल0एल0पी0, गौतम बुद्ध नगर से करायी गयी अनुश्रवण आख्या प्रस्तुत की गयी है। अनुश्रवण आख्यानुसार चिमनी से जनित उत्सर्जकों में प्रचालकों की मात्रा निर्धारित मानकों के अनुरूप पायी गयी। अनुश्रवण आख्या की छायाप्रति संलग्नक-1 पर संलग्न है।

(Handwritten signatures)

7. उद्योग से जनित फ्लाई ऐश को ठेकेदारों द्वारा लो-लाइंग एरिया में विभिन्न माध्यमों से प्राप्त मांग पत्र के आधार पर सम्बन्धित स्थल पर भूमि भराव कर निस्तारण कर दिया जाता है। इकाई द्वारा ठेकेदारों के साथ किये गये अनुबन्ध की छायाप्रति संलग्नक-2 तथा मांग पत्रों की छायाप्रतियाँ संलग्नक-3 पर संलग्न है।
8. इकाई द्वारा प्रस्तुत सूचना के अनुसार विगत 06 माह में जनित तथा निस्तारित फ्लाई ऐश की मात्रा का विवरण निम्नवत् है-

Fly Ash Generation & Disposal


Sr. No.	Month	Ash Generation (MT)	Ash Disposed quantity (MT)
1	Apr-24	1461	1462
2	May-24	1537	1527
3	Jun-24	1718	1718
4	Jul-24	1903	1903
5	Aug-24	1900	1940
6	Sep-24	1683	1656
7	Total	10202	10202


9. उद्योग द्वारा मांग पत्र के आधार पर विगत 06 माह में फ्लाई ऐश के निस्तारण के संबंध में प्रदत्त सूचना के अनुसार स्थलों का विवरण निम्नवत् है -


Sr. No	Duration	Ash Generation Quantity (MT)	Latitude	Longitude	Dimension (Meter)	Area in SQM	Disposed Quantity (MT)
1	01-04-2024 to 30-09-2024	10202	28.696179	79.09273	15 X 20 X 0.8	300	10202
2			28.743927	79.061354	130 X 80 X 0.35	10400	
3			28.762417	79.044157	45 X 65 X 0.6	2925	
4			28.777549	79.050558	85X132X0.30	11220	
5			28.780778	79.057108	13X16X1.2	208	
6			28.777751	79.061857	(20X6X1)+(12X8X1)	216	
7			28.788241	79.07139	(26X15X0.8)+(18X15X0.8)	560	
8			28.824007	79.10253	(16X10X1)+(12X9X0.15)	268	
9			28.741743	79.023635	(21X8X0.2)+(18X30X0.2)	708	
10			28.726125	79.024422	(16X19X0.75)+(15X15X0.6)	529	
11			28.725492	79.025481	(8X10X1.2)+(26X10X1.2)	340	
12			28.718128	79.038108	(9.2X14.2X0.6)+(15X25X0.6)	505	
13			28.735119	79.055653	49X28X1	1372	

10. उद्योग द्वारा प्रस्तुत विवरण के अनुसार विगत 06 माह में जनित 10202 मी0टन फलाई ऐश को विभिन्न माँगों के आधार पर कुल 13 लो-लाइंग एरिया (निजी स्थलों पर) पर निस्तारण किया गया है, जिनका कुल क्षेत्रफल 29551 वर्गमी0 है।
11. उद्योग द्वारा फलाई ऐश के निस्तारण हेतु एस0ओ0पी0 (Standard Operating Procedure) प्रस्तुत की गयी है, जिसके अन्तर्गत ऐश कलैक्शन, ऐश कन्डीशनिंग, वेगिंग ट्रौलीस, डॉक्यूमेन्टेशन, ट्रांसपोर्टिंग ऐश, अनलोडिंग ऐश आदि कार्य शामिल हैं। फलाई ऐश के निस्तारण के समय सुरक्षा उपकरणों के रूप में पी0पी0ई0 (Personal Protective Equipment) का प्रयोग किया जाता है (एस0ओ0पी0 की छायाप्रति संलग्नक-4 पर संलग्न है)।
12. उद्योग द्वारा चिन्हित उक्त 13 लो-लाइंग एरिया का निरीक्षण किया गया, जिनमें कुछ स्थलों (लो-लाइंग एरिया) पर अभी भी भराव हेतु भूमि उपलब्ध है, जिनमें उद्योग द्वारा फलाई ऐश के भराव का कार्य किया जा रहा है। उद्योग परिसर अथवा उद्योग द्वारा अधिग्रहीत किसी भी भूमि पर लो-लाइंग एरिया उपलब्ध नहीं है, अतः उद्योग द्वारा फलाई ऐश को विभिन्न निजी स्थलों पर उपलब्ध लो-लाइंग एरिया में भूमि भराव द्वारा ठेकेदार के माध्यम से निस्तारण कराया जाता है। निरीक्षण के दौरान लिये गये फोटोग्राफ संलग्नक-5 पर संलग्न है।

आख्या आपके अवलोकनार्थ एवं मा0 राष्ट्रीय हरित अधिकरण, नई दिल्ली के समक्ष प्रस्तुत किये जाने के संबंध में बोर्ड मुख्यालय प्रेषित किये जाने हेतु प्रस्तुत है।


क्षेत्रीय अधिकारी
उ0प्र0 प्रदूषण नियंत्रण बोर्ड
मुरादाबाद


(अनिल कुमार)
वैज्ञानिक सहायक
उ0प्र0 प्रदूषण नियंत्रण बोर्ड
मुरादाबाद


(जे0एन0 तिवारी)
सहायक पर्यावरण अभियन्ता
उ0प्र0 प्रदूषण नियंत्रण बोर्ड
मुरादाबाद

EVERGREEN ENVIRO TESTING LLP

Address : Plot No. 047, 1st Floor, Block-F, Surajpur, Site-B, Industrial Area, Greater Noida,
Gautam Buddha Nagar, U.P.- 201306

Ph.: 0120-4959379, 7428487870, Mob.: +91-8010087998, 9643079162, 7982197942
Email ID : evergreenlab03@gmail.com, info@evergreeneclab.com, Website : www.evergreeneclab.com



TEST REPORT

ISSUED TO	:	M/S RADICO KHAITAN LTD. BAREILLY ROAD, RAMPUR, UTTAR PRADESH- 244901
Sample Identification No.	:	EETR/E/170824/023
Test Report No. & Date	:	EETR/E/170824/023, DATE: 24.08. 2024
ULR No.	:	TC127312400000786F
Sampling Method	:	As per CPCB Norm's
Sample Description	:	Stack Emission
Sample Collected by	:	EET Representative
Sample Collection Date	:	17.08.2024
Date of Sample Receipt	:	17.08.2024
Analysis Duration	:	17.08.2024 To 24.08.2024

ANALYSIS RESULT

Reference	: EP Act std.
Sampled By	: EET Representative
Name of Plant & Section	: Stack Emission (Boiler Stack)
Emission source Monitored	: Boiler Stack
Normal Operating Schedule	: As & when required
Type of Chimney (Acc /Metal)	: Metal
Type of Fuel	: Biogas + Coal + Rice husk
Stack Height in Meter from Ground Level (mtr)	: 65
Diameter of Stack (Mtr.)	: 2.93
Sampling Duration (min)	: 19
Purpose of Monitoring	: Assessment of Pollution Load
Parameters Monitoring	: PM, Nox, Co, Sox
Stack temperature (°C)	: 241
Ambient Temperature (°C)	: 36
Stack Velocity (M/Sec)	: 10.59
Quantity of Emission (Nm ³ /hr)	: 147465.931

S. NO.	PARAMETERS	UNITS	RESULTS	LIMITS AS PER EPA 1986	TEST METHOD
1.	Particulate Matter (PM) at 6% O ₂	mg/Nm ³	112	250	IS : 11255(P-1)
2.	Oxides of Nitrogen at 6% O ₂	mg/Nm ³	143	300	IS : 11255(P-7)
3.	Carbon Monoxide (as CO) at 6% O ₂	% by vol	0.69	1.0	IS : 13270:1992
4.	Sulphur Dioxide(SO ₂) at 6% O ₂	mg/Nm ³	42.67	600	IS : 11255(P-2)

Shivani
Checked by
SHIVANI PUNDIR



Evergreen Enviro Testing LLP
Issued By

Authorized Signatory
Chandan Kumar Singh

End of the Report

Page 1 of 1

- Note : 1. The result listed refer only to be Tested samples and applicable parameters.
2. Perishable samples will be destroyed after 15 days of sampling.
3. This report cannot be used as evidence in the court of law and cannot be used in part or full in any media without prior permission.
4. Subject to Gr. Noida Jurisdiction.

An ISO 9001 : 2015, ISO 14001 : 2015, 45001 : 2018 Environmental Laboratories



Director/2024
Aug 01, 2024

M/s Luxmi Contractor
Village – Titawi,
Muzaffarnagar
Uttar Pradesh - 251306

Kind Attn: Ms. Suman Tomar

Sub: Contract-feeding of D - Oiled Paddy Husk, Wooden Chips & Coal and Removal of Ash from our CBL-1 and CBL-2 Boiler.

Dear Sir,

We refer to the discussions you had with us in connection with award of contract relating to feeding of D - Oiled Paddy husk, Wooden Chips & Coal in boiler, Removal of Ash and shifting outside the factory. We are pleased to award the contract to you in line with the settlement arrived at during the course of discussions w.e.f. 1st Aug 2024 for a period ended 31.07.25. The scope of contract, terms and conditions as settled, as detailed herein below: -

1. SCOPE OF WORK:

- a) Feeding of D - Oiled Paddy husk, Wooden Chips & Coal from yard to boiler.
- b) Removal of Ash from the various boilers.
- c) Shifting of ash outside the factory.

2. RATES OF ABOVE JOBS DONE BY YOU:

- a) Rs. 122.00/- per MT of actual D - Oiled Paddy husk feed, Wooden Chips & Coal.

3. OTHER TERMS AND CONDITIONS:

- a) That you shall on day-to-day basis keep the areas of your operations clean and hygienically fit and you will provide all safety appliance to safeguard your operating personnel engaged in the operation.
- b) That you shall submit to the company the details of workman engaged by you on daily as well as on monthly basis along with the bills. You will have to comply with the company instructions regarding checking of attendance of your workman by company's designated officers.
- c) That you shall arrange to register yourself and obtain necessary license under the provisions of the Contract Labour, (Regulation and Abolition) Act, 1970 and rules made there under failing with all legal consequences will be on your part and company shall not be responsible for it in any manner.
- d) That you shall comply with all rules and regulations of Factories Act ESIC Act, Employees' Provident Fund Act, Workmen Compensation Act, Minimum Wages Act and Payment of Wages Act, in respect of the employees, who shall be engaged by you under this contract.

Radico Khaitan Limited
ISO 9001 : 2015 & 22000 : 2018 Certified Company

Regd. Office : Bareilly Road, Rampur-244901 (U.P.)
Tel. : EPABX (0595) 2350601, 2350602, Fax : (0595) 2350009
Head Office : Plot No. J-1, Block B-1, Mohan Co-op. Industrial Area,
Mathura Road, New Delhi-110044
Tel : (91-11) 40975400/444/500/555, Fax : (91-11) 41678841-42, 41676718 (Exports)
e-mail : info@radico.co.in
website : www.radicoKhaitan.com
CIN No L26941UP1983PLC027278

- e) That you shall comply with all rules and regulations under UPPCL towards disposal of Ash related matters, failing with all legal consequences will be on your part and company shall not be responsible for it in any manner.
- f) That this contract shall be effective from 1st Aug 2024 to 31st Jul 2025, which can be extended on mutual agreement. During the currency of the contract, it can be revised/terminated by the company without notice to you or assigning any reason thereof. However, the company reserves the right to cancel the whole or part of the contract at any time and can award the same to any other agency/agencies without assigning any reason thereof.
- g) In case of D - Oiled Paddy husk, Wooden Chips & Coal feeding bunker gets empty, you will be penalized Rs 50000/- per tripping for the loss of tripping of boiler, turbine and plant for first two instances and thereafter Rs 100000/- per incidence.
- h) In the case of a company carrying out any modification/modernization/demonstration/alteration etc., due to which there is saving in labour deployment, then your rates will be revised accordingly after Mutual discussion. Presently, you will have to deploy the labour/workmen as per the discussion held with you and agreed upon.
- i) That we can get the bills audited by any agency as deemed fit by the management and if any, discrepancy is found, the same will be recovered/adjusted from the bills even after the expiry of this contract. If there is any willful wrong submission of bills, then not only the amount of difference will be recovered but also an equivalent amount of penalty shall be imposed.
- j) That you shall deposit a sum of Rs. 500,000.00 (Rupees Five Lakh Only) as security, which is refundable on satisfactory completion of the contract. The security will not bear any interest. Violation of any condition of this contract shall entitle the company to forfeit the security, besides recovering the losses sustained by it from your bills.
- k) That in case of any dispute the Court of Jurisdiction shall be the Rampur Court Only.

Please sign and return the duplicate copy of this contract as a token of your acceptance of the terms and conditions of this contract.

Thanking you,

Yours truly,

For **RADICO KHAITAN LIMITED**


(**AMAR SINGH**)
Director


(**ALOK AGARWAL**)
Sr. Vice President (F&A)



Accepted the terms & conditions of the contract.
For Luxmi Contractor,

(**Suman Tomar**)

CC: AVP Engineering (Mech & Cogen) / Sr. GM (HR & Admin) / GM (Materials)

Sr. Vice President(F&A)/2022/638
Dec 01, 2022



M/s K.P.S Associate
MIG-338, Avas Vikas,
Rudrapur, Udham Singh Nagar
Uttarakhand - 263153

Kind Attn: Ms. Kumkum Singh.

Sub: Contract-feeding of D - Oiled Paddy Husk, Wooden Chips & Coal and removal of Ash from our CBL-1 and CBL-2 boiler.

Dear Sir,

We refer to the discussions you had with us in connection with award of contract relating to feeding of D - Oiled Paddy husk, Wooden Chips & Coal in boiler, Removal of Ash and shifting outside the factory. We are pleased to award the contract to you in line with the settlement arrived at during the course of discussions w.e.f. 1st Dec 2022 for a period of one year. The scope of contract, terms and conditions as settled, as detailed herein below: -

1. **SCOPE OF WORK:**

- a) Feeding of D - Oiled Paddy husk from the D - Oiled Paddy husk, Wooden Chips & Coal yard to boiler.
- b) Removal of Ash from the various boilers.
- c) Shifting of ash outside the factory.

2. **RATES OF ABOVE JOBS DONE BY YOU:**

- a) Rs. 105.00/- per MT of actual D - Oiled Paddy husk feed, Wooden Chips & Coal.

3. **OTHER TERMS AND CONDITIONS:**

- a) That you shall on day-to-day basis keep the areas of your operations clean and hygienically fit and you will provide all safety appliance to safe guard your operating personnel engaged in the operation.
- b) That you shall submit to the company the details of workman engaged by you on daily as well as on monthly basis along with the bills. You will have to comply with the company instructions regarding checking of attendance of your workman by company's designated officers.
- c) That you shall arrange to register yourself and obtain necessary license under the provisions of the Contract Labour, (Regulation and Abolition) Act, 1970 and rules made there under failing-with all legal consequences will be on your part and company shall not be responsible for it in any manner.
- d) That you shall comply with all rules and regulations of Factories Act ESIC Act, Employees' Provident Fund Act, Workmen Compensation Act, Minimum Wages Act and Payment of Wages Act, in respect of the employees, who shall be engaged by you under this contract.

Radico Khaitan Limited

ISO 9001 : 2015 & 22000 : 2018 Certified Company

Regd. Office : Bareilly Road, Rampur-244901 (U.P.)

Tel. : EPABX (0595) 2350601, 2350602, Fax : (0595) 2350008

Head Office : Plot No. J-1, Block B-1, Mohan Co-op. Industrial Area,
Mathura Road, New Delhi-110044

Tel : (91-11) 40975400/444/500/555, Fax : (91-11) 41678841-42, 41676718 [Exports]

e-mail : info@radico.co.in

website : www.radicoKhaitan.com

CIN No. L26941UP1983PLC027278

Kumkum Singh

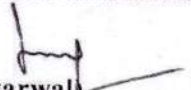
- e) That this contract shall be effective from 1st Dec 2022 to 30th Nov 2023, which can be extended on mutual agreement. During the currency of the contract, it can be revised/terminated by the company without notice to you or assigning any reason thereof. However, the company reserves the right to cancel whole or part of the contract at any time and can award the same to any other agency/agencies without assigning any reason thereof.
- f) In case of D - Oiled Paddy husk, Wooden Chips & Coal feeding bunker gets empty, you will be penalized Rs 50000/- per tripping for the loss of tripping of boiler, turbine and plant.
- g) In the case of company carrying out any modification/modernization/demonstration/alteration etc., due to which there is saving in labour deployment, then your rates will be revised accordingly after Mutual discussion. Presently, you will have to deploy the labour/workmen as per the discussion held with you and agreed upon.
- h) That we can get the bills audited by any agency as deemed fit by the management and if any, discrepancy is found, the same will be recovered/adjusted from the bills even after the expiry of this contract. If there is any willful wrong submission of bills, then not only the amount of difference will be recovered but also an equivalent amount of penalty shall be imposed.
- i) That you shall deposit a sum of Rs. 500,000.00 (Rupees Five Lakh Only) as security, which is refundable on satisfactory completion of the contract. The security will not bear any interest. Violation of any condition of this contract shall entitle the company to forfeit the security, besides recovering the losses sustained by it from your bills.
- j) That in case of any dispute the Court of Jurisdiction shall be the Rampur Court Only.

Please sign and return the duplicate copy of this contract as a token of your acceptance of the terms and conditions of this contract.

Thanking you,

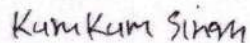
Yours truly,

For **RADICO KHAITAN LIMITED**


(Alok Agarwal)
Sr. Vice President (F&A)

Accepted the terms & conditions of the contract.

For K.P.S Associate,


Kumkum Singh

(Kumkum Singh)

CC: EVP (O)/VP Engineering (Mech&Cogen)

राख अनुरोधकर्ता का नाम व पता : साधु मुर्गी 5/09/24

Original White
Duplicate Pink

राख आपूर्तिकर्ता का नाम व पता : ~~पनवाडिया फिर्लाड रामपुर~~ Luxmi con

विषय : भूमि भराई व निर्माण के लिए राख के निर्वहन हेतु अनुरोध पत्र।

प्रिय Luxmi.....

मैं साधु मुर्गी की ओर से लिख रहा हूँ एवं आपसे रेडिको खेतान के बॉयलर की

राख भूमि भराई/निर्माण कार्य के लिए मुफ्त में आपूर्ति हेतु आपकी सहमति की मांग कर रहा हूँ।

मात्रा: 200

परिवहन का तरीका: दाली

भूमि भराई स्थल का विवरण: पनवाडिया फिर्लाड रामपुर

राख अनुरोधकर्ता का नाम व पता: साधु मुर्गी साधु मुर्गी

For Parshwanath Wood Products
Prop.

LUXMI CONTRACTOR

राख अनुरोधकर्ता का नाम व पता : मित्रपाल 11/09/2024

Original White
Duplicate Pink

राख आपूर्तिकर्ता का नाम व पता :Luxmi.....con.....

विषय : भूमि भराई व निर्माण के लिए राख के निर्वहन हेतु अनुरोध पत्र।

प्रिय Luxmi.....

मैं मित्रपाल की ओर से लिख रहा हूँ एवं आपसे रेडिको खेतान के बॉयलर की

राख भूमि भराई/निर्माण कार्य के लिए मुफ्त में आपूर्ति हेतु आपकी सहमति की मांग कर रहा हूँ।

मात्रा: 55

परिवहन का तरीका: दाली

भूमि भराई स्थल का विवरण: शहजाद नगर रामपुर

राख अनुरोधकर्ता का नाम व पता: मित्रपाल शहजाद नगर
मित्रपाल

LUXMI CONTRACTOR

राख अनुरोधकर्ता का नाम व पता : भगवत शरण 19/9/21

Original White
Duplicate Pink

राख आपूर्तिकर्ता का नाम व पता : LUXMI CONTRACTOR

विषय : भूमि भराई व निर्माण के लिए राख के निर्वहन हेतु अनुरोध पत्र।

प्रिय LUXMI CONTRACTOR

मैं भगवत शरण की ओर से लिख रहा हूँ एवं आपसे रेडिको खेतान के बॉयलर की

राख भूमि भराई/निर्माण कार्य के लिए मुफ्त में आपूर्ति हेतु आपकी सहमति की मांग कर रहा हूँ।

मात्रा: 20

परिवहन का तरीका: रास्ता

भूमि भराई स्थल का विवरण: सगड़वा स्टेट

राख अनुरोधकर्ता का नाम व पता: भगवत शरण सगड़वा स्टेट

25/09/2024



राख अनुरोधकर्ता का नाम व पता : रम सिंह 25/09/2024

Original White
Duplicate Pink

राख आपूर्तिकर्ता का नाम व पता : LUXMI CONTRACTOR

विषय : भूमि भराई व निर्माण के लिए राख के निर्वहन हेतु अनुरोध पत्र।

प्रिय LUXMI CONTRACTOR

मैं रम सिंह की ओर से लिख रहा हूँ एवं आपसे रेडिको खेतान के बॉयलर की

राख भूमि भराई/निर्माण कार्य के लिए मुफ्त में आपूर्ति हेतु आपकी सहमति की मांग कर रहा हूँ।

मात्रा: 25

परिवहन का तरीका: रास्ता

भूमि भराई स्थल का विवरण: ननकार

राख अनुरोधकर्ता का नाम व पता: रम सिंह, ननकार



LUXMI CONTRACTOR

Proprietor

राख अनुरोधकर्ता का नाम व पता : Bir Academy 21/02/24

Original White
Duplicate Pink

राख आपूर्तिकर्ता का नाम व पता : Luxmi Condt.

विषय : भूमि भराई व निर्माण के लिए राख के निर्वहन हेतु अनुरोध पत्र।

प्रिय Luxmi Condt.

मैं Bir Academy की ओर से लिख रहा हूँ एवं आपसे रेडिको खेतान के बॉयलर की

राख भूमि भराई/निर्माण कार्य के लिए मुफ्त में आपूर्ति हेतु आपकी सहमति की मांग कर रहा हूँ।

मात्रा: 200

परिवहन का तरीका: Tractor Tally ASHRAF

भूमि भराई स्थल का विवरण: Bharmda M 2

राख अनुरोधकर्ता का नाम व पता: Fasban Khan Fasban
Duthe Hospital Roadwara Rongra

Standard Operating Procedure (SOP) for Ash Disposal

- 1. Purpose:** To outline the procedure for the safe and efficient disposal of boiler fly ash collected from the ash silo.
- 2. Scope:** This procedure applies to all personnel involved in the handling and disposal of boiler fly ash.
- 3. Responsibilities:**
 - **Supervisors:** Ensure compliance with the SOP and oversee the ash disposal process.
 - **Shift In-Charge:** Verify weights and ensure proper documentation.
- 4. Procedure:**
 - 4.1 Ash Collection:**
 - Fly ash is collected in the ash silo using a closed-loop pneumatic ash handling system (Macgale Sys).
 - 4.2 Ash Conditioning:**
 - The collected dry ash is conditioned by adding an adequate amount of water to convert it into wet ash.
 - The wet ash is then directed into trolleys via a chute.
 - 4.3 Weighing Trolleys:**
 - **Initial Weighing:** The empty trolley is weighed on the weighing bridge before loading.
 - **Final Weighing:** After loading the wet ash, the trolley is weighed again to determine the total weight.
 - 4.4 Documentation:**
 - Once both weighing is complete, the dispatch slip is filled out by the supervisor and shift in-charge, including:
 - Trolley Number
 - Empty weight
 - Loaded weight
 - Date
 - Supervisor's signature
 - 4.5 Transporting Ash:**
 - Loaded wet ash trolleys are covered with tarpaulin to prevent spillage during transportation.
 - The trolleys are then taken out of the factory premises for disposal.



4.6 Unloading Ash:

- Contractors are responsible for unloading the trolleys at designated low-land filling areas or construction sites.
- After dumping the ash, it must be covered with mud (by mitti at least 2 fit) to prevent it from spreading to nearby areas.

5. Safety Precautions:

- Ensure all personnel wear appropriate PPE (Personal Protective Equipment) during handling and disposal.
- Follow all safety regulations regarding dust control and environmental protection.



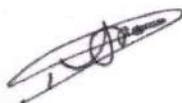
SOP FOR DISPOSAL OF FLY ASH GENERATED FROM BOILER

1. Daily records for Fuel consumption, Dry Ash Generation, Wet Ash & Dry Ash Dispatched shall be maintained by Cogen team. Records shall be maintained in daily Log Book.
2. Dispatch Slip will be prepared as per below format:

Radico Khaitan Ltd Bareilly Road Rampur, U.P. 244901	
Dispatch Slip	
Vehicle No.:	Date :
Material : Ash (Wet)	Time :
First Weight (MT) :	
Second Weight (MT) :	
Net weight Wet Ash (MT) :	
Net weight Dry Ash (MT) :	
Signature	
Issue By	Received By
RKL	M/s KPS, Rudrapur

Note for Point No. 2:

- a. Dispatch Slip will be signed by Cogen Shift In-charge.
 - b. Material will be received by Contractor.
 - c. Carbon copy of Dispatch Slip will be maintained in records by Cogen team.
3. Contractor will get the signed copy of request for from the person who need the ash for construction or low land filling work. Following format will be utilised:





राख अनुरोधकर्ता का नाम व पता :
 राख आपूर्तिकर्ता का नाम व पता : M/s KPS, Rudrapur

विषय: भूमि भराई के लिए राख की निर्वहन के लिए अनुरोध पत्र।

प्रिय

मैं की ओर से लिख रहा हूँ, और आपसे रेडिको खैतान के

बॉयलर की राख कार्य के लिए आपकी मंजूरी की मांग कर रहे हैं।

मात्रा :

परिवहन का तरीका :

भूमि भराई स्थल का विवरण :

राख अनुरोधकर्ता का नाम व पता :

4. Contractor will supply the Ash (Free of Cost) to the persons who need it for construction work or filling of low line areas. Following format will be utilised:

KPS, Rudrapur	
Bareilly Road Rampur, U.P. 244901	
Free Ash Supply Slip	
Slip No.: ###	
Source of Ash : Radico Khaitan Ltd, Rampur	
Vehicle No.:	Date :
Material : Ash (Wet)	Time :
First Weight (MT) :	
Second Weight (MT) :	
Net weight Wet Ash (MT) :	
Net weight Dry Ash (MT) :	
Signature	
Issue By	Received By
M/s KPS, Rudrapur	



Fly Ash Disposal Sites

 <p style="text-align: right;">GPS Map Camera</p> <p>Ahamd Nagar Jagir, Uttar Pradesh, India Q27V+2W2, Ahamd Nagar Jagir, Uttar Pradesh 244901, India Lat 28.762417° Long 79.044157° 02/10/24 10:47 AM GMT +05:30</p>	<p style="text-align: center;">Ash Disposal Details</p> <p>Dimension : 45 X 65 X 0.60 m³ (L X W X H)</p> <p>Area: 2925 m²</p> <p>Disposal Quantity: 200 nos Trolley (Approx. 1200 MT up to till date)</p> <p>Purpose: Used for low land area filling for constructional activities</p>
 <p style="text-align: right;">GPS Map Camera</p> <p>Rampur, Uttar Pradesh, India P3P4+5FP, sadar, Rampur, Abbas Nagar, Uttar Pradesh 244901, India Lat 28.735119° Long 79.055653° 02/10/24 01:58 PM GMT +05:30</p>	<p style="text-align: center;">Ash Disposal Details</p> <p>Dimension: 49 X 28 X 1 m³ (L X W X H)</p> <p>Area: 1372 m²</p> <p>Disposal Quantity: 200 nos Trolley (Approx. 1200 MT up to till date)</p> <p>Purpose: Used for low land area filling for constructional activities</p>
 <p style="text-align: right;">GPS Map Camera</p> <p>Shahzad Nagar, Uttar Pradesh, India NH-24, Bareilly Road, near Bank of Baroda, Shahzad Nagar, Uttar Pradesh 244901, India Lat 28.743927° Long 79.061354° 28/09/24 12:24 PM GMT +05:30</p>	<p style="text-align: center;">Ash Disposal Details</p> <p>Dimension: 130 X 80 X 0.35 m³ (L X W X H)</p> <p>Area: 10400 m²</p> <p>Disposal Quantity: 424 nos Trolley (Approx. 2500 MT up to till date)</p> <p>Purpose: Used for low land area filling for constructional activities</p>

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	<p style="text-align: center;">Ash Disposal Details</p> <p>Dimension: (20 X6X1)+(12X8X1) m³ (L X W X H)</p> <p>Area: (120+96) m²</p> <p>Disposal Quantity: 35 nos Trolley (Approx. 200 MT upto till date)</p> <p>Purpose: Used for low land area filling constructional activities</p>
	<p style="text-align: center;">Ash Disposal Details</p> <p>Dimension: 15 X 20 X 0.8 m³ (L X W X H)</p> <p>Area: 300 m²</p> <p>Disposal Quantity: 25 nos Trolley (Approx. 168 MT up to till date)</p> <p>Purpose: Used for low land area filling for constructional activities</p>
	<p style="text-align: center;">Ash Disposal Details</p> <p>Period : Aug-Oct : 24</p> <p>Dimension: 13 X 16 X 1.2 m³ (L X W X H)</p> <p>Area: 208 m²</p> <p>Disposal Quantity: 33 nos Trolley (Approx. 200 MT up to till date)</p> <p>Purpose: Used for low land area filling for constructional activities</p>

[Handwritten signature]

[Handwritten signature]

	<p style="text-align: center;">Ash Disposal Details</p> <p>Dimension: (26 X15X0.8)+(18X15X0.8) m³ (L X W X H)</p> <p>Area: (390+270) m²</p> <p>Disposal Quantity: 70 nos Trolley (Approx. 400 MT up to till date)</p> <p>Purpose: Used for low land area filling for constructional activities</p>
	<p style="text-align: center;">Ash Disposal Details</p> <p>Dimension: (16 X10X1)+(12X9X0.15) m³ (L X W X H)</p> <p>Area: (160+108) m²</p> <p>Disposal Quantity: 20 nos Trolley (Approx. 120 MT up to till date)</p> <p>Purpose: Used for low land area filling for constructional activities</p>
	<p style="text-align: center;">Ash Disposal Details</p> <p>Dimension: (21 X8X0.2)+(18X30X0.2) m³ (L X W X H)</p> <p>Area: (168+540) m²</p> <p>Disposal Quantity: 20 nos Trolley (Approx. 100MT up to till date)</p> <p>Purpose: Used for low land area filling for constructional activities</p>

A 1

	<p style="text-align: center;">Ash Disposal Details</p> <p>Dimension: (16 X19X0.75)+(15X15X0.6) m³ (L X W X H)</p> <p>Area: (304+225) m²</p> <p>Disposal Quantity: 42 nos Trolley (Approx. 254MT up to till date)</p> <p>Purpose: Used for low land area filling for constructional activities</p>
	<p style="text-align: center;">Ash Disposal Details</p> <p>Dimension: (8 X10X1.2)+(26X10X0.6) m³ (L X W X H)</p> <p>Area: (80+260) m²</p> <p>Disposal Quantity: 42 nos Trolley (Approx. 254MT up to till date)</p> <p>Purpose: Used for low land area filling for constructional activities</p>
	<p style="text-align: center;">Ash Disposal Details</p> <p>Dimension: (9.2 X14.2X0.6)+(15X25X0.6) m³ (L X W X H)</p> <p>Area: (130+375) m²</p> <p>Disposal Quantity: 35 nos Trolley (Approx. 200 MT up to till date)</p> <p>Purpose: Used for low land area filling for constructional activities</p>

R

f



Original White Duplicate Pink
Radico Khaitan Ltd.
Bareilly Road Rampur, U.P. 244901

5841

Dispatch Slip

S.No.:

Vehicle No.: UP 44 RL 1854

Date: 02/10/14

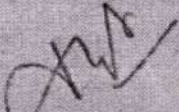
Material: Ash (Wet)

Time:

First Weight (MT) : 4.8

Second Weight (MT) : 10.5

Net weight Wet Ash (MT) : 6.7


Issue By
RKL

Signature


Received By
M/S KPS, Rampur



Original White Duplicate Pink
Radico Khaitan Ltd.

Bareilly Road Rampur, U.P. 244901

5845

Dispatch Slip

S.No.:

Vehicle No.: UP 22 BB 2698

Date: 02/10/14

Material: Ash (Wet)

Time:

First Weight (MT) : 4.5

Second Weight (MT) : 9.5

Net weight Wet Ash (MT) : 5.0



Signature

Issue By
RKL


Received By
M/S KPS, Rampur



Radico Khaitan Ltd.

Bareilly Road Rampur, U.P. 244901

Original White Duplicate Pink

5846

Dispatch Slip

S.No.:

Vehicle No.: UPRR1854

Date: 02/10/14


Material : Ash (Wet)

Time :


First Weight (MT) : 4.8

Second Weight (MT) : 10.5

Net weight Wet Ash (MT) : 6.8


Issue By
RKL

Signature


Received By
M/S KPS, Rudrapur



Radico Khaitan Ltd.

Bareilly Road Rampur, U.P. 244901

5847

Dispatch Slip

S.No.:

Vehicle No.: UPRR18865

Date: 02/10/14


Material : Ash (Wet)

Time :


First Weight (MT) : 3.83

Second Weight (MT) : 9.96

Net weight Wet Ash (MT) : 6.13


Issue By
RKL

Signature


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M/S KPS, Rudrapur



Radico

Original White Duplicate Pink

Radico Khaitan Ltd.

Bareilly Road Rampur, U.P. 244901

5860

Dispatch Slip

S.No.:

Vehicle No.: UPRR4854 Date: 04/10/24

Material: Ash (Wet) Time:

First Weight (MT) : 4.8

Second Weight (MT) : 10.9

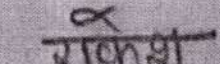
Net weight Wet Ash (MT) : 6.01



Issue By

RKL

Signature


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Radico

Original White Duplicate Pink

Radico Khaitan Ltd.

Bareilly Road Rampur, U.P. 244901

5862

Dispatch Slip

S.No.:

Vehicle No.: UPRR A4897 Date: 04/10/24

Material: Ash (Wet) Time:

First Weight (MT) : 4.52

Second Weight (MT) : 10.62

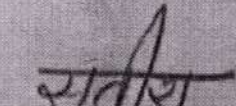
Net weight Wet Ash (MT) : 6.01



Issue By

RKL

Signature


Received By

~~M/S KPS, Rampur~~



Radico Khaitan Ltd.

Bareilly Road Rampur, U.P. 244901

Original White Duplicate Pink

Dispatch Slip

5859

S.No.:

Vehicle No.: UPR 382698 Date: 04/10/14

Material: Ash (Wet) Time:

First Weight (MT) : 4.5

Second Weight (MT) : 9.5

Net weight Wet Ash (MT) : 5.0

Signature

Issue By
RKL

सतीश
Received By
M/2235, Rudrapur



Radico Khaitan Ltd.

Bareilly Road Rampur, U.P. 244901

Dispatch Slip

5858

S.No.:

Vehicle No.: UPR 388865 Date: 04/10/14

Material: Ash (Wet) Time:

First Weight (MT) : 3.83

Second Weight (MT) : 9.96

Net weight Wet Ash (MT) : 6.13

Signature

Issue By
RKL

सतीश
Received By
M/2235, Rudrapur



Radico

Radico Khaitan Ltd.

Bareilly Road Rampur, U.P. 244901

Original White Duplicate Pink

5792

Dispatch Slip

S.No.:

Vehicle No.:

Material : Ash (Wet)

Date : 28/09/20

Time :

First Weight (MT) :

4.80

Second Weight (MT) :

10.39

Net weight Wet Ash (MT) :

5.59

Signature

Issue By
RKL

Received By
M/s KPS, Rudrapur

सतीश



Radico

Radico Khaitan Ltd.

Bareilly Road Rampur, U.P. 244901

Original White Duplicate Pink

5793

Dispatch Slip

S.No.:

Vehicle No.:

Material : Ash (Wet)

Date :

Time :

First Weight (MT) :

6.45

Second Weight (MT) :

10.05

Net weight Wet Ash (MT) :

5.6

Signature

Issue By
RKL

Received By
M/s KPS, Rudrapur

सतीश



Original White Duplicate Pink
Radico Khaitan Ltd.

Bareilly Road Rampur, U.P. 244901

Dispatch Slip

5791

S.No.:

Vehicle No.: UP 22AN 02912

Date: 28/09/2011

Material: Ash (Wet)

Time:

First Weight (MT) : 4.52

Second Weight (MT) : 10.40

Net weight Wet Ash (MT) : 5.88

Issue By
[Signature]
RKL

Signature

Received By
सतीश
M/s. KPS, Rudrapur



Original White Duplicate Pink
Radico Khaitan Ltd.

Bareilly Road Rampur, U.P. 244901

Dispatch Slip

5805

S.No.:

Vehicle No.: UP 22AY 0913

Date: 28/09/11

Material: Ash (Wet)

Time:

First Weight (MT) : 4.95

Second Weight (MT) : 11.25

Net weight Wet Ash (MT) : 6.3

Issue By
[Signature]
RKL

Signature

Received By
[Signature]
M/s KPS, Rudrapur

Ash generation & Ash Disposal Details

Month	Ash generation (MT)
Apr-24	1461
May-24	1537
Jun-24	1718
Jul-24	1903
August-24	1900
September-24	1683
Total	10202

Month	Ash Disposal Details (MT) Used for low land area filing for construction activities
Apr-24	1462
May-24	1527
Jun-24	1718
July-24	1903
August-24	1936
September-24	1656
Total	10202

*Ash Silo storage capacity-80MT & 100MT (Due to which small quality variation possible between Ash generation & Ash disposal)



OA No. 152 Of 2022 Ghanshyam Singh Pasi Vs State of U P

From: Pradeep Misra (pradeepmisra@yahoo.com)

To: vanita.bhargava@khaitanco.com; gigicgeorge.adv42@yahoo.in; balendushekhar@gmail.com

Date: Tuesday, October 15, 2024 at 05:03 PM GMT+5:30

Sir,

Please find attached the document

With Regards,

(PRADEEP MISRA)



Final Report In O.A. No. 152-2022_compressed (1).pdf
5.8MB