

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

**APPEAL NO. 16 OF 2024**

**IN THE MATTER OF:-**

M/S SLAUGHTER HOUSE NAGAR NIGAM SAHARANPUR  
...APPELLANT

VERSUS

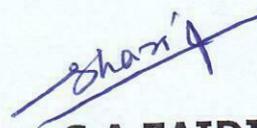
UTTAR PRADESH POLLUTION CONTROL BOARD  
...RESPONDENT

**RESPONSE TO THE INSPECTION REPORT DATED  
19.06.2024 ON BEHALF OF THE APPELLANT**

(FOR INDEX:- Kindly See Inside)

New Delhi  
Dated 30.07.2024

Filed BY





**S.A ZAIDI & MANSI CHAHAL**  
ADVOCATE  
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1

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**INDEX**

<b><u>S. No.</u></b>	<b><u>Particulars</u></b>	<b><u>Pages</u></b>
<b><u>1.</u></b>	Response to the Inspection Report dated 19.06.2024 on behalf of the Appellant with Affidavit.	1 - 11
<b><u>2.</u></b>	The True copy of the log book of the blood meal plant is annexed herewith and marked as ANNEXURE A/1.	12 - 14
<b><u>3.</u></b>	The True copy of the agreement dated 26 <sup>th</sup> July, 2024 is annexed herewith and marked as ANNEXURE A/2.	15 - 17
<b><u>4.</u></b>		

**New Delhi  
Dated.30.07.2024**

**Filed BY**

*shariq*

*Mansi*

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**APPEAL NO. 16 OF 2024**

**IN THE MATTER OF:-**

M/S SLAUGHTER HOUSE NAGAR NIGAM SAHARANPUR  
Through its Contractor  
Mr. Farman Ahmad  
Situated at Kamela Colony  
District Saharanpur  
Uttar Pradesh

....APPELLANT

Versus

UTTAR PRADESH POLLUTION CONTROL BOARD  
Through Chief Environmental Officer  
T.C-12V, Vibhuti Khand, Gomti Nagar  
Lucknow, U.P:-226010  
Phone:-0120-2720895  
Email: - [ms@uppcb.com](mailto:ms@uppcb.com)

...RESPONDENT

**RESPONSE TO THE INSPECTION REPORT DATED  
19.06.2024 ON BEHALF OF THE APPELLANT**

TO,

THE HONOURABLE CHAIRPERSON  
AND HIS OTHER COMPANION JUDGES OF  
THE HON'BLE NATIONAL GREEN TRIBUNAL  
PRINCIPAL BENCH, NEW DELHI

**MOST RESPECTFULLY SHOWETH:**

1. That the appellant filed the above captioned matter i.e. Appeal No. 16 of 2024 titled as M/s Slaughter House Nagar Nigam Saharanpur versus

UPPCB wherein this Honourable Tribunal vide order dated 11.03.2024 directed the appellant unit for trial run of four weeks and on completion of the four weeks, the UPPCB was directed to obtain sample and submit a sample analysis report/ inspection report before this Honourable Tribunal.

2. That in compliance of the Honourable NGT order, the UPPCB submitted its compliance report on 19.06.2024 before this Honourable Tribunal.
3. That in the inspection report, there were few shortcomings which were pointed out by the Inspection team in the appellant's unit. The appellant on knowing about those shortcomings/ deficiencies found in the unit, started rectifying them. The details of the deficiencies and their rectifications being done by the appellant unit are explained herein as below:-

a. ***Modern equipments were installed in the said slaughter house for slaughtering but during inspection the modern slaughtering chamber was not found in use. Further, the representative informed that the work of slaughtering of buffaloes is being done manually in the slaughter house:-***

The appellant humbly submits that in the appellant's unit, in the slaughtering process, only the neck of the animal/ buffalo is slaughtered manually by placing the neck of the animal in the knocking board. All the other processes are conducted in a mechanical way, through modern slaughtering chamber. The appellant ensures & undertakes that the appellant will follow all the environmental rules & guidelines while doing the slaughtering, in an hygienic manner.

b. **Blood meal plant was also found established in the premises of slaughter house near the rendering plant for disposal of blood generated from slaughtering of buffaloes. During inspection, blood coagulator/ blood meal plant were found completely closed and inactive. During inspection, the representative did not gave any satisfactory reply regarding the disposal of blood nor produce any document regarding the disposal of blood. Hence, it is evident that the disposal of blood is not being done as per norms by the slaughter house:** - The appellant humbly submits that the appellant has maintained a proper log book for disposal of the blood in the unit and the blood was disposed off in a scientific manner, in accordance with rules and norms. Moreover, the appellant uses the

blood for making high quality feed ingredient such as fish feed, poultry feed etc which is sold as a by- product to the third party. The appellant will further ensure that the disposal of the blood will be done as per the norms and guidelines of the slaughter house. **The True copy of the log book of the blood meal plant is annexed herewith and marked as ANNEXURE A/1.**

***c. Arrangements for disposal of dung has not found established as per norms/ conditions issued to the slaughter house by the state board. Thus, it is evident that the slaughter house is disposing dung at some other place and not using it as a fuel in the boiler installed n the premises of slaughter house as per the norms. During the inspection, the representative did not gave any satisfactory answer regarding the***

***disposal of the dung nor produced any document regarding the disposal of dung:*** - The appellant humbly submits that the appellant unit had signed an agreement with the local farmers who used to come and collect the dung from the appellant unit and used it as a fertilizer in their fields. The appellant will further ensure that the disposal of the dung will be done as per the norms and guidelines of the slaughter house. **The True copy of the agreement dated 26<sup>th</sup> July, 2024 is annexed herewith and marked as ANNEXURE A/2.**

***d. The condition No. 19 of the water consent dated 02.01.2020 and condition no. 18 of the air consent dated 27.12.2019 issued by the state board to the above mentioned slaughter house are as follows:- "The unit will submit proposal for shifting outside the***

***populated area in a time bound manner within 03 months". In this regard the slaughter house has not submitted time bound proposal to the state board:-***

The appellant humbly submits that the Saharanpur Nagar Nigam is in the process of submitting the proposal for shifting the slaughter house outside the populated area.

4. That the appellant humbly submits that the appellant has & will rectify and cure all the deficiencies as were pointed out by the UPPCB.
5. That it is humbly submitted that due to the closure of the appellant's abattoir, the appellant is suffering huge & irreparable losses. The workers which were employed in the unit have also lost their livelihoods that were entirely dependent on this unit.
6. That the appellant's abattoir may be allowed to operate and the appellant undertakes and ensures

that in future, he will strictly abide with all the environmental laws and norms as laid down by the Pollution control Board from time to time. The unit will always operate in absolute compliance of the guidelines.

**PRAYER**

In view of the aforesaid facts and circumstances it's prayed that this Honourable Tribunal may graciously be pleased to:-

- a. Allow the appellant unit to operate.
- b. Direct the UPPCB to conduct fresh inspection of the appellant unit.
- c. Pass any further order/s/directions that may be deemed necessary and fit on the facts and circumstances of the aforesaid case if in favour of the Appellant.

Appellant

Through

New Delhi  
Dated 30./07/2024

S.A. ZAIDI & MANSI CHAHAL  
ADVOCATES

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

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M/S SLAUGHTER HOUSE NAGAR NIGAM SAHARANPUR  
...APPELLANT

VERSUS

UTTAR PRADESH POLLUTION CONTROL BOARD  
...RESPONDENTS

**AFFIDAVIT**

I, Farman Ahmad, Contractor of M/s Slaughter House Nagar Nigam Saharanpur, Uttar Pradesh, presently at New Delhi do here by solemnly affirm and declare as under:-

1. That I am the Appellant in the above noted case therefore I am fully conversant with the fact of the case I am competent to sign and swear this Affidavit.
2. That the accompanying Response/Reply has been drafted by my counsel and the same has been read over and explain to me and I say and declare that the same are true and correct.



3. That the Contents of accompanying Response /Reply be read as part and parcel of this affidavit as the same are not repeated herewith for the sake of brevity.

*Handwritten signature*

DEPONENT

**VERIFICATION**

22 JUL 2024

Verified at Delhi on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 that the contents of my above Affidavit are true and correct to my knowledge and nothing material has been concealed there from.

*I Identify the Deponent who has signed in My Presence*

*Handwritten signature*

DEPONENT



VERIFIED THAT THE DEPONENT  
Shri/Smt./K...  
W/o W/e R...  
...  
Identified by Shri/S...  
as solemnly affir...  
...  
at the Contains of the affidavit, which has been read and explained to him are true and correct to his knowledge

*Handwritten signature: Fauzen Ahmed / MS Slay... / Manvi Chahal*

*Handwritten signature*  
Notary

22 JUL 2024

Nagar Nigam Slaughter House  
Kamela Colony, Saharanpur-247001

**BLOOD WASTE AND BLOOD MEAL GENERATION LOGBOOK**

Month: MAY-2024

S. No.	Date	Animal Slaughtered (Buffalos)			Blood Generation, kg	Blood Meal Produced, kg	Recorded by	Verified by
		Arrived	Rejected	Slaughtered				
1	15/5/24	34	—	34	421	51	☑	
2	16/5/24	35	—	35	434	54	☑	
3	17/5/24	31	—	31	385	48	☑	
4	18/5/24	33	—	33	410	49	☑	
5	19/5/24	34	—	34	424	52	☑	
6	20/5/24	36	—	36	450	55	☑	
7	21/5/24	35	—	36	445	54	☑	
8	22/5/24	35	—	35	434	53	☑	
9	23/5/24	33	—	33	411	50	☑	
10	24/5/24	36	01	35	440	52	☑	
11	25/5/24	45	—	45	549	68	☑	
12	26/5/24	41	01	40	498	60	☑	
13	27/5/24	47	—	47	585	71	☑	
14	28/5/24	51	—	51	638	76	☑	
15								
16								

Nagar Nigam Slaughter House  
Kamela Colony, Saharanpur-247001

**BLOOD WASTE AND BLOOD MEAL GENERATION LOGBOOK**

Month: APRIL-2024.....

Sr. No.	Date	Animal Slaughtered (Buffalos)			Blood Generation, kg	Blood Meal Produced, kg	Recorded by	Verified by
		Arrived	Rejected	Slaughtered				
1	1/4/24	40	—	40	500	60	IR	
2	2/4/24	36	—	36	450	54	IR	
3	3/4/24	44	—	44	550	66	IR	
4	4/4/24	40	—	40	500	60	IR	
5	5/4/24	46	—	46	575	69	IR	
6	6/4/24	46	—	46	575	68	IR	
7	7/4/24	40	—	40	500	60	IR	
8	8/4/24	43	—	43	537	64	IR	
9	9/4/24	47	—	47	587	70	IR	
10	10/4/24	45	—	45	562	67	IR	
11	11/4/24		CLOSED	DIE TO	ETD			
12	12/4/24							
13	13/4/24	46	—	46	575	69	IR	
14	14/4/24	42	—	42	525	63	IR	
15	15/4/24	43	—	43	537	64	IR	
16	16/4/24	46	—	46	575	68	IR	

Nagar Nigam Slaughter House  
Kamela Colony, Saharanpur-247001

BLOOD WASTE AND BLOOD MEAL GENERATION LOGBOOK

Month: APRIL-2024

Sr. No.	Date	Animal Slaughtered (Buffalos)			Blood Generation, kg	Blood Meal Produced, kg	Recorded by	Verified by
		Arrived	Rejected	Slaughtered				
17	17/1/24	52	01	51	637	76	<i>[Signature]</i>	
18	18/1/24	59	—	59	737	88	<i>[Signature]</i>	
19	19/1/24			<del>CLOSED</del>				
20	20/1/24	54	—	54	675	81	<i>[Signature]</i>	
21	21/1/24			<del>CLOSED</del>				
22	22/1/24	62	01	61	762	91	<i>[Signature]</i>	
23	23/1/24	56	—	56	700	84	<i>[Signature]</i>	
24	24/1/24	58	—	58	725	87	<i>[Signature]</i>	
25	25/1/24	53	—	53	662	79	<i>[Signature]</i>	
26	26/1/24	59	—	59	737	88	<i>[Signature]</i>	
27	27/1/24	53	—	53	662	79	<i>[Signature]</i>	
28	28/1/24	55	01	54	675	81	<i>[Signature]</i>	
29	29/1/24	58	—	58	725	87	<i>[Signature]</i>	
30	30/1/24	56	—	56	700	84	<i>[Signature]</i>	
31								
		Tota,kg						



INDIA NON JUDICIAL  
Government of Uttar Pradesh



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Unique Doc. Reference	: SUBIN-UPUP1418220448454684161158W
Purchased by	: MOHD GAYYUR S/O MOHD INAM
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	:
First Party	: FARMAN AHMAD S/O BASHEER AHMAD
Second Party	: MOHD GAYYUR S/O MOHD INAM
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Stamp Duty Amount(Rs.)	: 50 (Fifty only)

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**AGREEMENT**

This Agreement is executed on this 01-01-2024 at 31-12-2024 between.

M/s Slaughter House Nagar Nigam Saharanpur operating through its Contractor i.e. Farman Ahmad at Kamela Colony, District Saharanpur, Uttar Pradesh hereinafter referred to as the "First Party".

And

Mohd. Gayyur S/o Mohd. Inam residing at 19, Behat Road, Rasoolpur, District Saharanpur, Uttar Pradesh hereinafter referred to as "Second party".

**Disclaimer Alert:**

- The authenticity of the Stamp certificate should be verified at [www.e-stampsonline.gov.in](http://www.e-stampsonline.gov.in) by using a Stamp Mobile App of State (having duly downloaded in the device of the Certificate and an internet on the website / Mobile App device) if issued.
- The onus of checking the genuineness is on the part of the certificate.
- In case of any discrepancy please inform the Competent Authority.

**Whereas,** the First Party is a Govt. Slaughter House established by Nagar Nigam Saharanpur and operating by its contractor.

**And whereas,** the Second Party is a Farmer who is residing at Rasoolpur, District Saharanpur, Uttar Pradesh.

**And whereas,** the Second Party has approached the First Party to take out the dungs of animals/buffalos from the First Party at a rate of ...../free of cost to produce the manure by composing the dungs and to use its in his agriculture field as manure and other organic use.

**And whereas,** the First Party have also interested to let out the dungs of animals/buffalos which generates from his unit to the Second Party.

**And whereas** the First Party has agreed to provide the dungs of animals/buffalos to the Second Party on the following terms and conditions:-

1. That the Second Party shall take out /load the dungs of animals/buffalos from the First Party's unit at a rate of ...../free of cost at once in a day in free hours.
2. That the Second Party will bear all the expenses of loading and unloading of dungs of animals/buffalos from the First Party's unit.
3. That no labour facility/truck/tractor/trolley and any kind facility shall be provided by the First party to the Second Party in loading /unloading of the dungs of animals/buffalos from the First Party's unit.
4. That the First Party shall not be responsible any damage caused during loading /unloading the dungs of animals/buffalos taken out from the First Party's unit and all transportation cost shall be bear by the Second Partyits own cost.
5. That the Second party shall be liable to take out the dungs of animals/buffalos from the First Party's unit daily in its schedule time hours only.
6. That any damage caused due to loading /unloading/transportation by the Second Party in the premises of First Party shall be bear by the Second Party.

-3-

7. That Second Party will scientifically be disposed of the dungs of animals/buffalos taken from the First Party's unit in accordance with prescribed laws/rules and guidelines of Central Pollution Control Board /State Pollution Control Board.
8. This agreement shall function for a maximum period of 11 (Eleven) months from the date of the agreement and both the parties are bound with this agreement.
9. This agreement may however be extended for a further period after its expiry as will be mutually decided by both the parties.
10. This agreement can be terminated by the First Party forthwith on account of the violation of its terms and conditions by Second Party.

Further, the First Party can terminate the agreement for any other reason for giving a prior written notice of 1 months to the Second Party.

This agreement contains the final and entire agreement and understanding between the parties and is the complete and exclusive statements of its terms.

**IN WITNESS WHEREOF** the parties to this agreement have set their hands on the day and year first above written and in the presence of.

<p align="center"><b>FIRST PARTY</b>  M/s Slaughter House Nagar Nigam  Saharanpur  Through its Contractor  Mr. Farman Ahmad  4/3/21/17</p>	<p align="center"><b>SECOND PARTY</b>  Farmer  Mahid. Gayyur  [Signature]</p>
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<p align="center"><b>WITNESSES</b></p> <p align="center">WITNESS</p> <p>Amas</p>	<p align="center"><b>WITNESS</b></p> <p>[Signature]</p>
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