

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

O.A. NO. 412 OF 2025

IN THE MATTER OF:

NIRMAL SINGH & ANR

... APPLICANT

VERSUS

STATE OF HARYANA & ORS

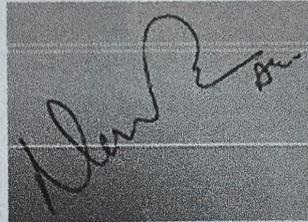
... RESPONDENTS

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New Delhi
18/02/2026

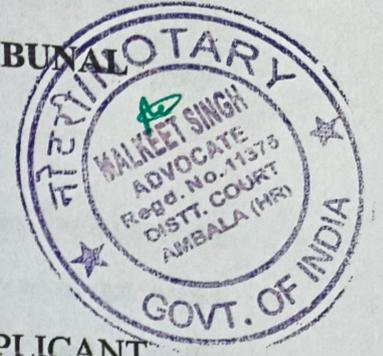
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AFFIDAVIT

I, Pooja w/o Jasbir Singh, aged about 46 years, R/o H. NO. 154, Near Valmiki Mandir, Village Kambas (242), Ambala, Haryana, having Aadhaar No. 4562 6385 6425, do hereby solemnly affirm and declare as under:

1. That the deponent is the Sarpanch of Village Kambas, Tehsil Barara, District Ambala in the above mentioned original application and is well conversant with facts and circumstances of the case and is competent to swear this affidavit before this Hon'ble Tribunal.
2. That the deponent is filing a short affidavit and craves the leave of this Hon'ble Tribunal to file a detailed response to the OA. The contents of the same have also been explained and read over to me in vernacular.
3. That as per the knowledge of the deponent, the land in question in the OA is the common land of the village Panchayat and the same is not covered and neither declared as Reserved Forest and the trees on the land in

Pooja

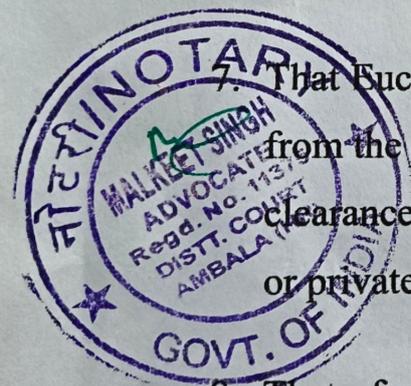
question are Eucalyptus, which have been have been notified by the state govt. as Agroforestry and no permission is required to cut if the same are grown on non-forest land.

4. That the said land in question in the present OA, is not under the Reserved Forest/Protected Forest and the said land has also not been notified under Section 4 and 5 of the Punjab Land Preservation Act, 1900. Therefore the Forest Conservation Act, 1980 is not applicable in the present case.
5. That the said land does not fall with the purview of the Punjab Land Preservation Act, 1900.
6. That the said land is completely under the management of the Gram Panchayat in accordance with the Punjab Village Common Lands (Regulation) Act, 1961 and the Haryana Panchayati Raj Act 1994 and the trees standing on the said land are of Eucalyptus (Safeda), which are categorised as "Agricultural Crop/Agroforestry Species" under the Haryana Agriculture Produce Marketing Act and related agroforestry policies of the State Government.

7. That Eucalyptus tree is considered as agroforestry species and exempted from the restrictions applicable to forest species as such no prior forest clearance is required for plantation or felling of such trees on Panchayat or private lands.

8. That further, as per Government of Haryana Notification No. S.O.8/PA2/1900/S-4/2013 dated 04.01.2013, the prior permission of the Forest Department is not required for the felling of Eucalyptus trees.
9. That as per the laws and policy of State of Haryana, the trees which are standing on Panchayat or privately-owned lands— except those located

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in areas specifically notified under the Punjab Land Preservation Act, 1900 (PLPA)—do not fall within the category of “forest trees”, and therefore, the provisions of the Forest (Conservation) Act, 1980 are not attracted to such felling. It is further submitted that, in accordance with the Haryana Panchayati Raj Act, 1994, the responsibility for the maintenance, protection, and management of trees on the Panchayat land is under the control of village Gram Panchayat, and all administrative or legal actions relating to their disposal, auction, or protection are to be undertaken by the Panchayat only.

10. That the area mentioned in the OA does not fall under the category of ‘FOREST’ and the it is further respectfully submitted that the restrictions on cutting of trees only applies to the notified forest areas and not to private or Panchayat land. In the present OA the land is question is under the control of the village Panchayat, who has the complete ownership of the land.

11. That in view of the above, it is most respectfully prayed that this Hon'ble Tribunal may be pleased to take this affidavit on record and dismiss the OA filed by the applicants.



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SARPANCH
Gram Panchayat Kambas
Block Barara (Ambala),
DEPONENT

VERIFICATION:

Verified at Barara on this 18th day of February 2026, that the contents of my above affidavit are true and correct to the best of my knowledge and no part of it is false and nothing material has been concealed therein.

On 18/02/2026 at Barara
before me the Contents above were read over and explained to Him/her and He/She after admitting the same to be correct and true Signed /Put thumb impression in Presence He/She was Identified by Entered by to

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SARPANCH
Gram Panchayat Kambas
Block Barara (Ambala),
DEPONENT

ATTESTED

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NOTARY PUBLIC
AMBALA (HRY.)

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MALDEEP SINGH
Advocate

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL PRINCIPAL BENCH NEW DELHI
O.A. 412 OF 2024

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... RESPONDENTS

KNOW ALL to whom these presents that I, Pooja w/o Jasbir Singh, aged about 46 years, R/o H. NO. 154, Near Valmiki Mandir, Village Kambas (242), Ambala, Haryana, having Aadhaar No. 4562 6385 6425, the above-named Sarpanch R. no.6 do hereby appoint :

NARENDER PAL SINGH
ADVOCATE

Danube Consulting- Law Firm

K-18 LEVEL - 1, GREEN PARK MAIN, NEW DELHI-110 016

Ph: 011-46010090, Mob: 09311010090, email: danubeconsulting@gmail.com

(hereinafter called the advocate(s) to be my/our Advocate in the above-noted case authorize them:-

To act, appear and plead in the above-noted case in this Court or in any other Court in which the same may be tried or heard and also in the appellate Court including High Court & Supreme Court of India subject to payment of fees separately for each court by me/us;

To sign, file, verify and present pleadings, appeals cross-objections or petitions for executions review, revision, withdrawal, compromise or other petitions or affidavits or other documents as may be deemed necessary or proper for the prosecution of the said case in all its stages subject to payment of fees for each stage;

To file and take back documents for admit and/or deny the documents of opposite party;

To withdraw or compromise the said case or submit to arbitration any difference or disputes that may arise touching or in any manner relating to the said case;

To take execution proceedings;

To deposit, withdraw and receive money, cost cheques, cash and grant receipts thereof and to do all other acts and things which may be necessary to be done for the progress and in the course of the prosecution of the said case;

To appoint and instruct any other Legal Practitioner authorizing 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 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.

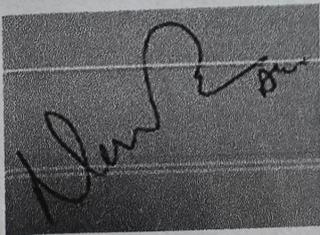
And I/we undertake that I/we or my/our duly authorized agent would appear in court on all hearings and will inform the Advocate for appearance when the case is called.

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 to 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 for a period of one year only 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.

In witness whereof I/we do hereunto set my/our hand to these presents the contents of which been understood by me/us on this 18th day of February 2026

Accepted subject to the terms of the fees.



Pooja
SARPANCH
Gram Panchayat Kambas
Block Barara (Ambala)
Client