

**BEFORE THE HONORABLE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH AT NEW DELHI**

**ORIGINAL APPLICATION NO. 1150 OF 2024
(& I.A. 433/2024)**

IN THE MATTER OF:

D5 & D8 RESIDENT'S WELFARE ASSOCIATION,
MODEL TOWN, NEW DELHI

...APPLICANT

-VERSUS-

HORTICULTURE DEPARTMENT OF MCD,
KESHAVPURAM ZONE & ORS.

...RESPONDENTS

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Place: New Delhi

Date: 07.03.2025

Divya Swamy
Through Advocate
DR. DIVYA SWAMY
Advocate

Reg. No.: D/1160/2014
Ch. No. 203, Setalvad Lawyers Block
Supreme Court of India
Off: A-131, Sector-46, Noida
Ph.: 8860050449

Asstt. Director (Horti.)
RESPONDENT NO.1
Municipal Corporation of Delhi

DR. DIVYA SWAMY
STANDING COUNSEL
MUNICIPAL CORPORATION OF DELHI
Add: D&Y LAW CHAMBERS, A-131,
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HORTICULTURE DEPARTMENT OF MCD,
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SHORT REPLY ON BEHALF OF THE RESPONDENT NO. 1, MUNICIPAL CORPORATION OF DELHI IN THE MATTER OF D8 & D5 RESIDENT'S WELFARE ASSOCIATION, MODEL TOWN, NEW DELHI V. HORTICULTURE DEPARTMENT OF MCD, KESHAVPURAM ZONE AND OTHERS O.A. 1150 OF 2024 ALONG WITH AFFIDAVIT.

MOST RESPECTFULLY SHOWETH: -

1. That the present reply is being filed on behalf of the Respondent No. 1, Municipal Corporation of Delhi in the present Original Application No. 1150 of 2024 titled as *D8 & D5 Resident's Welfare Association, Model Town, New Delhi v. Horticulture Department of MCD, Keshavpuram Zone and Others* (hereinafter referred to as 'the present matter') pending for adjudication before the Hon'ble National Green Tribunal, Principal Bench, New Delhi (hereinafter referred to as 'the Hon'ble Tribunal').
2. That the Respondent No.1, Municipal Corporation of Delhi (hereinafter referred to as 'the Respondent No.1') is created under Section-3 of the Delhi Municipal Corporation Act, 1957. The Respondent No. 1 is entrusted with the responsibilities of municipal governance in Delhi under relevant provisions of law.

3. That, at the very outset it is submitted before this Hon'ble Tribunal that the contentions submitted by the Applicant are denied in entirety save and except so far as specifically admitted herein. Nothing in the present reply may be deemed to be an admission for want of specific denial.
4. That the present matter raises a grievance against the organization of religious functions every year at Jawahar Park located in Block – D, Model Town – 3, Ward No. 68, Keshavpuram Zone, New Delhi – 110006 by Model Town Dharmik Leela Committee.
5. That it most humbly submitted that in pursuance of the application for adoption of the park under Memorandum of Understanding scheme (hereinafter referred to as 'MoU') by Respondent No.2, the Respondent No.1 duly approved the same after a mutual agreement pertaining to the maintenance and usage of the park, vide letter dated 27.08.2021. A true copy of the letter dated 27.08.2021 is marked and annexed herein as **ANNEXURE R-1**.
6. That the validity of MoU is for a period of 3 years as a matter of standard practice, subject to maintenance and proper utilization of the parks in accordance with law along with inspection conducted time-to-time. The MoU is prepared on the basis of the standard terms and conditions as approved by the Standing Committee/Corporation and executed by the concerned Head of Department along with Sponsoring party for each project on the approval by the Competent Authority. The MoU for the Development/ Maintenance/ Beautification/ Adoption pertaining to the impugned park has been renewed vide letter dated 24.10.2024 and a fresh MoU dated 24.10.2024 was executed in favor of the Respondent No.2. A true copy of the renewal letter and MoU dated 24.10.2024 is marked and annexed herein as **ANNEXURE R-2 (Colly)**.

7. That the existing MoU dated 24.10.2024 of the impugned park was approved as per the due procedure by the competent authority and after inspection of the said park as the renewal of the MoU is subject to proper maintenance of the park as per conditions of the MoU. It is humbly submitted that the Respondent No.1 has carried out inspection of the park from time to time and the park was found to be in proper condition. A true copy of the photographs of the park taken on 15.05.2024 before the renewal of the MOU, are marked as **ANNEXURE R-3 (Colly)**.
8. That regular inspections are done to ensure that the Park is in good condition and maintained properly. A true copy of the photographs of the park taken on 07.03.2025 are marked as **ANNEXURE R-4 (Colly)**.
9. That it is submitted that the park is used by the Respondent No. 2 for the limited purpose of organizing the events, its preparation and other incidental purposes. It is further submitted that for the duration of such utilization, the responsibility of the maintenance and cleanliness of the park is also vested with the Respondent No. 2 by virtue of the MoU.
10. That it is further humbly submitted that the Respondent No. 1 has responded to the complaint raised by the Applicant herein vide letter dated 30.10.2024, informing that there is no illegal encroachment in the said park and the park is well maintained. It was also stated that the park was booked for Ramlila from 20.09.24 to 19.10.24 by Respondent No. 2 as a matter of practice and the permission was granted after approval from Competent Authority. A true copy of the letters dated 30.10.2024 is marked and annexed herein as **ANNEXURE R-5 (Colly)**.
11. That it is further submitted that the Park is being used for the purpose of organizing Ram Lila since 2013 and the same is a social and cultural event which generates employment and revenue for the local and marginalized section of the society. The Respondent No.1 is aware and conscious of its responsibility towards the environment and its municipal

duties thus, even though the MC Mehta guidelines grant liberty to use the park for 10 days in a month, the Respondent No. 1 has not been granting any permissions for organizing any events throughout the year since it is occupied for about 45 days in a year for the 10-day Ram Lila event. The same is much lesser than the 120 days in a year (i.e. 10 days for 12months).

12. That further, regarding the request of adoption of the park, vide a separate letter dated 30.10.2024 it was informed that since the park was already adopted by Respondent No.2 under MoU therefore, the park could not be handed over to D-5 & D-8 RWA Model Town till it is surrendered to MCD.
13. That further, it appears that present OA is an attempt to achieve a personal agenda and the Applicant has wrongly invoked the jurisdiction of this Hon'ble Tribunal, while the appropriate remedy available to the Applicant lies before the civil court.
14. That it is humbly submitted that the submissions in the present short reply are limited to the averments made in the original application so far therefore, the Respondent No. 1 reserves the right to reply to any additional averments/allegations raised at the later stage and craves leave of this Hon'ble Tribunal to file additional replies as and when direct by this Hon'ble Tribunal.

PRAYER

In the view of present facts and circumstances, it is prayed before this Hon'ble Court that it may be please to:

- A. Dismiss the present application titled as *D8 & D5 Resident's Welfare Association, Model Town, New Delhi v. Horticulture Department of MCD, Keshavpuram Zone and Others* O.A. 1150 of 2024.
- B. And/or pass any other order that it may deem fit and proper.

Place: New Delhi
Date: 07.03.2025

Divya Swamy
Through Advocate

DR. DIVYA SWAMY
Advocate
Reg. No.: D/1160/2014
Ch. No. 203, Setalvad Lawyers Block
Supreme Court of India
Off: A-131, Sector-46, Noida
Ph.: 8860050449

[Signature]
Asstt. Director (Hort.)
RESPONDENT NO.1
Municipal Corporation of Delhi

DR. DIVYA SWAMY
STANDING COUNSEL
MUNICIPAL CORPORATION OF DELHI
Add: D&Y LAW CHAMBERS, A-131,
Sector 46, NOIDA Uttar Pradesh- 201301
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...RESPONDENTS

AFFIDAVIT

I, K. Manvendra Pratap Singh, S/o Sh. Gyan Singh, aged about 38 years, presently posted as Asstt. Director, Horticulture Department, Keshav Puram Zone, MCD, do hereby solemnly affirm and declare as under:

1. That I am the authorized representative of the Respondent No.1 in the aforesaid matter and I am well conversant with facts and circumstances of the case and I am competent to swear the present affidavit.
2. That the contents of the accompanying short reply have been read over to me, which I understood and I state that the contents from para 1 to 11 are based on the records maintained by me and further as per the legal advice received and believed by me to be true.
3. That the Annexure filed with the present short reply are true copies of the originals.

Divya Swamy
ADVOCATE GENERAL
GOVERNMENT OF DELHI

[Signature]
Asstt. Director (Hort.)
Keshav Puram Zone
Municipal Corporation of Delhi

VERIFICATION

Verified at New Delhi on this ___ day of 07 MAR 2025, 2025 that the contents of Para 1 to 3 of the above affidavit are true and correct to the best of my knowledge and belief and no part of it is false and nothing material has been concealed therefrom.

18/25
Seal of Oath Commissioner
S.L. No. 58/2023
MAHANT KUMAR CHOUHBEY
App. By Delhi High Court
Period: 15/07/2023
to 14/07/2025
Delhi High Court, Delhi-110054

DEPONENT
Shri. *K.M.P. Singh*
S/o *Gyan Singh*
Aged *38* years
Residing at *[Signature]*
that I have read and
believe the contents of the
affidavit to be true and
correct to the best of my
knowledge and belief

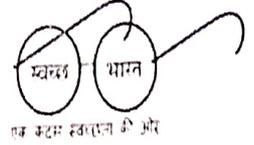
[Signature]
Asstt. Director (Hort.)
Keshav Puram Zone
Municipal Corporation of Delhi

[Signature]
07 MAR 2025
Oath Commissioner Delhi

302



North Delhi Municipal Corporation
Office of Director of (Horticulture)
16TH Floor, Dr. SP Mukherjee Civic Centre
E-Block, J.L. Nehru Marg, New Delhi-110002



No. DOH/DDH(HQ)/DA-MOU/2021/1480

Dated 27-8-2021

To

Shri Suresh Kumar Gupta,
President,
Model Town Dharmik Leela Committee
Ram Leela Park, D-Block, Model Town III,
Delhi-110009.

Sub:- Development/Maintenance /Beautification/Adoption of Jawahar Park (No. of park 01, the area of the park 0.93 acre), D-Block, Model Town III, Ward No. 77N, Keshav Puram Zone by Model Town Dharmik Leela Committee (Regd), Ram Leela Park, D- Block, Model Town III, Delhi-110009

Sir,

On your request for Adoption of above mentioned Park under MOU Scheme has been approved by the competent authority and accordingly the Mutual Agreement has also been signed by North Delhi Municipal Corporation & yourself on behalf of the the **Model Town Dharmik Leela Committee (Regd), Ram Leela Park, D- Block, Model Town III, Delhi-110009** under MOU Scheme for a period of three years.

You are therefore, requested to please contact with our Deputy Director(Horticulture)/Keshav Puram Zone for taking physical possession of the said park and keep up the maintenance work immediately on the terms & conditions already accepted by you/your representative as per the Agreement dated

Yours faithfully

Dy. Director(Hort.)/HQ/NDMC

Copy to :-

Dy.Dir.Hort./Keshav Puram Zone along with photocopy of the Agreement - with the request to hand over the site/park and monitor the work of maintenance as per General Guidelines and Terms & Conditions already circulated in this regard. There should not be any deviation and delay in submitting the required reports to the senior authorities periodically.

Dy. Director(Hort.)/HQ/NDMC

303



MUNICIPAL CORPORATION OF DELHI
HORTICULTURE DEPARTMENT, HQ
16th FLOOR, E-1 BLOCK, SPM CIVIC CENTRE,
MINTO ROAD DELHI-02

No. DOH-I/ADH/HQ/MCD/2024-25/269

Dated 24/10/24

To,

✓ Sh. Dinesh Kumar Aggarwal
General Secretary,
Model Town Dharmik Leela Committee
D-Block, Model Town-III
New Delhi-110009

Sub: Renewal of Development/ Maintenance/ Beautification/ Adoption of Jawahar Park, D-Block, Model Town-III, Ward No. 68 in Keshav Puram Zone by Model Town Dharmik Leela Committee, D-Block, Model Town-III, Delhi-110009 under MOU Scheme.

This has reference to your application on above cited subject, it is to inform that the proposal for the Development/Beautification/Adoption and maintenance Jawahar Park, D-Block, Model Town-III, Ward No. 68 in Keshav Puram Zone under MOU has been approved by the competent authority as per terms and condition of the agreement.

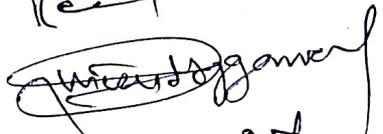
The agreement of MOU will be valid for the period of three year from the date of agreement & will be reviewed after one year. The sponsoring agency Model Town Dharmik Leela Committee, D-Block, Model Town-III, Delhi-110009, will be allowed to display a "Small Plaque" in the sponsored premises size 50 Sqft. with the prior approval of board from the MCD.

Therefore, you may contact the office of Dy. Director (Horticulture)/ Keshavpuram Zone for taking over of the physical possession of the site. In case of any query ADH/Keshavpuram Zone may contact the authorized signatory of Dharmik Leela Committee, D-Block, Model Town-III on 9811168200.


Asst. Director (Hort.)/HQ
Municipal Corporation of Delhi



ARUN PANWAR
Assistant Director (Hort.)/HQ
Municipal Corporation of Delhi

Recd

25/10/2024



सत्यमेव जयते

INDIA NON JUDICIAL

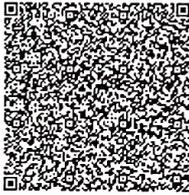
Government of National Capital Territory of Delhi

₹100

e-Stamp

Certificate No. : IN-DL72869919786817W
 Certificate Issued Date : 18-Oct-2024 10:40 AM
 Account Reference : IMPACC (IV)/ dl705903/ DELHI/ DL-DLH
 Unique Doc. Reference : SUBIN-DL70590395347010030959W
 Purchased by : MUNICIPAL CORPORATION OF DELHI
 Description of Document : Article 5 General Agreement
 Property Description : NA
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : MUNICIPAL CORPORATION OF DELHI
 Second Party : MODEL TOWN DHARMIK LEELA COMMITTEE
 Stamp Duty Paid By : MUNICIPAL CORPORATION OF DELHI
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

सत्यमेव जयते



₹100

Please write or type below this line

IN-DL72869919786817W

R.K. Singh
R.K. SINGH
 Director (Hort.)-I
 Municipal Corporation of Delhi

Prakash Aggarwal
मॉडल टाउन धार्मिक लीला कमेटी
 प्रधान महामंत्री कोषाध्यक्ष

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcietstamp.com' or using e-Stamp Mobile App of Stock Holding
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid
3. The onus of checking the legitimacy is on the users of the certificate
3. In case of any discrepancy please inform the Competent Authority.

AGREEMENT FOR MEMORANDUM OF UNDERSTANDING

This Agreement is made on this 24. October day of 2024 between the Commissioner, Municipal Corporation of Delhi(MCD) acting through the Director of Horticulture-I,(MCD) HEREINAFTER CALLED THE MCD which expression shall unless excluded by or repugnant to the context, be deemed to include its successors in office and assigns of the one part and Development/Beautification/Adoption and maintenance of Jawahar Park, D-Block, Model Town-III, Ward No. 68 in Keshav Puram Zone of the other part or through its authorized signatory Sh. Dinesh Kumar Aggarwal (General Secretary) Model Town Dharmik Leela Committee, D-Block, Model Town-III, Delhi-110009(after submission of authority letter) HEREINAFTER CALLED THE SPONSORING/LICENSEE/VOLUNTARY AGENCY.

The agreement of M.O.U is based on the following standard terms and conditions which are given as under:-

1. The Licensee has formally taken possession of the below mentioned Municipal sites after demarcation w.e.f. 25, Oct. 2024 in pursuance of this Memorandum of Understanding.

Jawahar Park, D-Block, Model Town-III, Ward No. 68 in Keshav Puram Zone area: 0.95 Acre

The Licensee has to start the work of development/maintenance of the site/sites including (listing out the activities/jobs to be done in each site) within 15 days, complete the above works within three months and maintain/develop the same to the entire satisfaction of the Commissioner for a period of three years from the date of this agreement. Each M.O.U. will be reviewed after one year.

The ownership of the aforesaid premises shall continue to vest with the MCD and shall not be transferred to the Licensee.

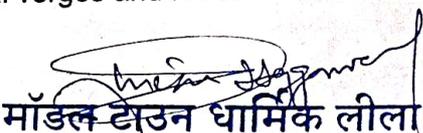
The Commissioner reserves the right to terminate the agreement any time and resume possession of the site after giving one month's notice to the Licensee.

2. Detailed layout plan/s of the site/s prepared (on scale) and signed by the parties, is/are annexed.

An inventory of existing trees/plantations, boundary walls railing, fountains and all other installations at the time of handing over of the site to the voluntary agency signed by the parties is also be annexed.

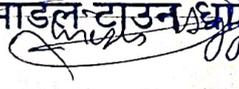
3. The Licensee shall carry out all development and maintenance works in the sponsored premises in accordance with the agreed terms & conditions and such other directions as may be issued from time to time by the Commissioner at its own expenses. Provision of water in the sponsored site will be responsibility of MCD except the central verges and roads.


R.K. SINGH
Director (Hort.)-I
Municipal Corporation of Delhi


मॉडल टाउन धार्मिक लीला कमेटी
प्रधान महामंत्री कोषाध्यक्ष

4. The Licensee shall keep the sponsored premises/sites open to the general public with only such restrictions as may be allowed by the Commissioner for ensuring cleanliness of environment, protection and security of the Municipal property and shall not use the same for any other purpose. No fee or charges will be collected by the voluntary agency from any members of the general public for entry or use of the sponsored premises.
5. The Licensee shall not put up any structure for its own use within the sponsored premises. However, it shall be permitted to put up security fencing around the adopted site provided that the designs and specifications of the fence have the prior approval of the Commissioner.
6. The Licensee shall not transfer or cause to be transferred for maintenance and other purpose, by any means/ objects.
7. The Licensee shall pay to the Licensor a nominal licence fee of Re. 1/- per annum for each of the sponsored site/s for the duration of sponsorship.
8. The Licensee shall not do anything that would cause any permanent damage to the Licensor property.
9. The Licensee will not be responsible/ liable for compensation/making good any losses that may be caused by theft/fire/natural calamities/riots or any other reason whatsoever. The Licensee shall itself be solely responsible for such losses.
10. The Licensee will have to arrange the necessary permissions, approvals, license etc. from appropriate authorities and will be obligated to follow and comply with all existing applicable law and any changes therein from time to time in matter and the licensor will not be obligated to secure for licensee any concessions, exceptions from any authorities.
11. All sale proceeds of timber, grass and/or other produce of the said land shall be credited to MCD. The decision of exploitation of forest produces will taken by the MCD as per rules in force.
12. The MCD shall be entitled and permitted to utilize earth for repairs and to cut branches of trees and also to execute work required for normal functioning of the MCD. No compensation shall be paid by the Corporation if any damage is caused to the assets of the voluntary agency in course of execution of such works.
13. The MCD shall be at liberty to carry out of its normal works in connection with the maintenance of roads, traffic signals etc. and the employees of the MCD shall not be challenged or hindered while moving about in the performance of their duties, provided they are authorized by the competent authority in the MCD to do so.
14. In case of accidents due to fall of trees and such other emergencies etc. the MCD may order cutting of trees/braches for works required in connection with the restoration of the transportation without giving any notice. No


R.K. SINGH
 Director (Hort.)-I
 Municipal Corporation of Delhi

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प्रधान

महामंत्री

कोषाध्यक्ष

compensation shall be payable to the voluntary agency in such a case of damage.

15. The Sponsoring Voluntary Agency after completion of the work will be allowed to display board in the sponsored premises as prescribed below:-

S.No	Area of Park up to	No. of Boards	Size of Board (Max. Size)
1	0.5 acre	01	50 Sq.Ft.
2	0.5 acre to 1 acre	02	50 Sq.Ft.
3	1 acre & above	04	50 Sq.Ft.
4	Flyover	02	75 Sq.Ft.
5	Tree Guard	01	1 Sq ft. on each Tree Guard.

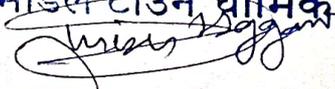
"Adopted/Sponsored by (name of the sponsoring/voluntary agency with logo, if any) with the approval of the MCD".

(However, the size and the manner of display shall be specified in each MOU).

No advertisement tax will be levied for display of the above mentioned above.

16. Development, beautification and maintenance works by the sponsoring/voluntary agency in the sponsored premises will be supervised and monitored by a Committee consisting of the concerned Deputy Director(Horticulture) as Chairman, the concerned Area Councillor, a representative of the voluntary agency and Assistant Director(Horticulture) and Section Officer(Horticulture) of the concerned department, as members. The representative of the department will function as Convener of the Committee. This Committee will inspect the site at least twice in a year and submit its report/recommendations to the Commissioner through the Director (Horticulture). The voluntary agency will extend all necessary co-operation and assistance to the Committee.
17. On the expiry/in the event of termination of this agreement, all materials at site including those provided by the voluntary agency except the name board/logo provided by them will become the property of MCD and the voluntary agency will have no right, claim or lien over any of these. The Corporation shall be free to clear the sites of the materials left by the voluntary agency without any notice.
18. The MCD and the voluntary agency shall make every effort to resolve amicably by direct informal negotiation any disengagement or dispute arising between them under or in connection with the voluntary agency.
19. All disputes and difference arising out of or in any way touching and concerning this agreement (except for those which are otherwise hereinbefore provided for) shall be referred to the sole arbitration of Commissioner, MCD or his nominees. There will be no objection to any such appointment on the ground that the arbitrator so appointed is a Government servant/Municipal Officer and that, in the course of his duty as such Government Servant/Municipal Officer he had expressed view on all or any of the matters


R.K. SINGH
Director (Hort.)-I
Municipal Corporation of Delhi

मॉडल टाउन धार्मिक वीला कमी

प्रधान महामंत्री कोषा

in dispute. The award of the arbitrator so appointed shall be final and binding on the parties.

Commissioner shall be sole Arbitrator in case of any dispute.

20. Jurisdiction of court: the court of the place from where the acceptance of the voluntary agency has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the voluntary agency. However, all disputes are subject to "Delhi Jurisdiction Only"

21. MCD shall not extend services of any manpower or extend any financial support to the sponsoring/adopting agency during the tenure of MOU.

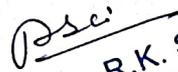
In witness whereof the parties to these presents have hereinto set and subscribed their hands and seal on the day and the year first above written.

WITNESS

FOR AND ON BEHALF OF THE COMMISSIONER,
MUNICIPAL CORPORATION OF DELHI

1.

Signature



Name:

R.K. SINGH

Designation:

Director (Hort.)-I
Municipal Corporation of Delhi

(With stamp)

16th floor, E-1 Block, Civic Centre
New Delhi-110002

FOR AND ON BEHALF OF THE VOLUNTARY/
SPONSORING AGENCY (LICENSEE)

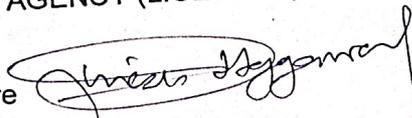
2.



President,
Model Town

Dharmik Leela
Committee.

Signature



Name:

Dinesh Kumar Aggarwal

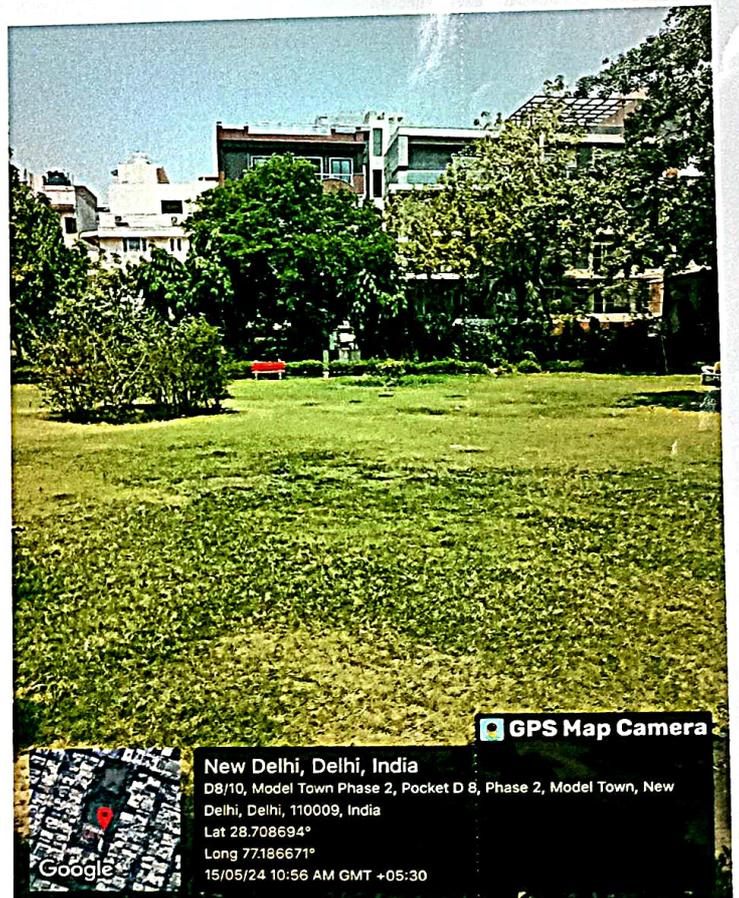
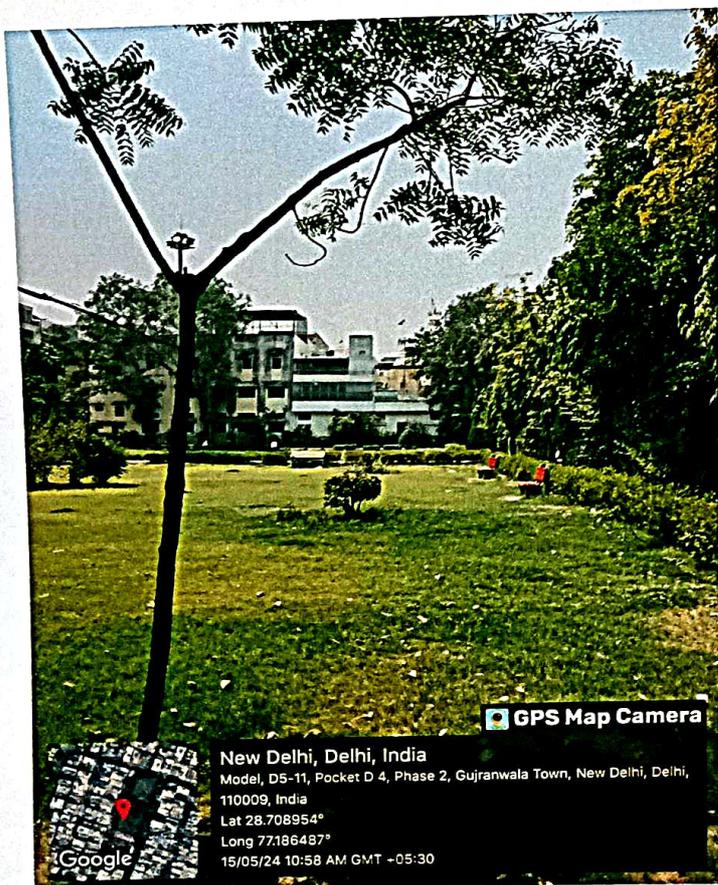
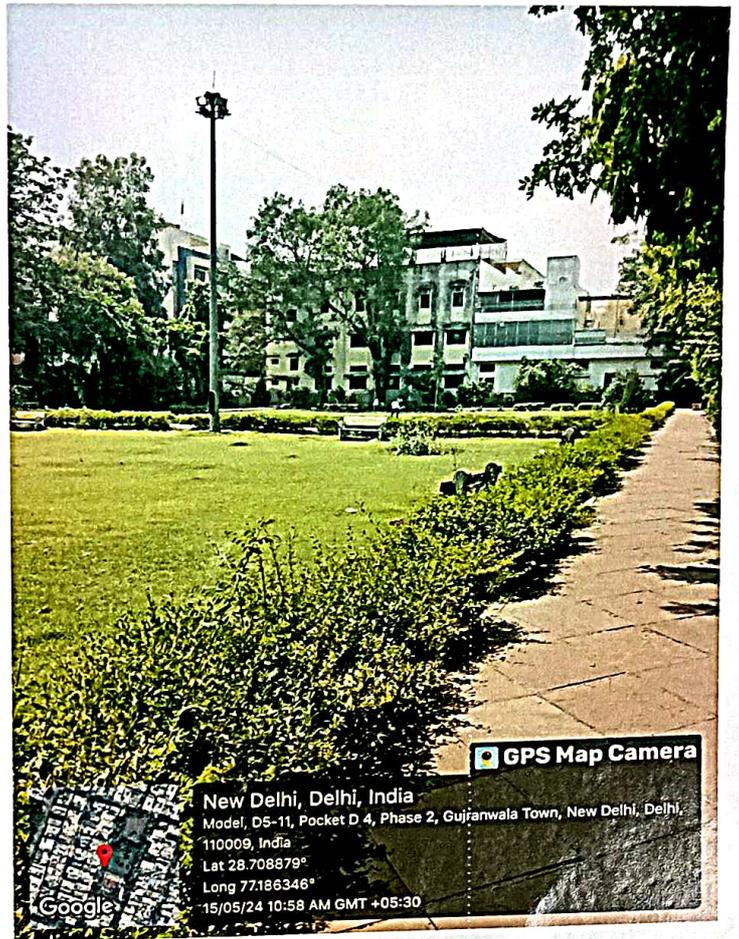
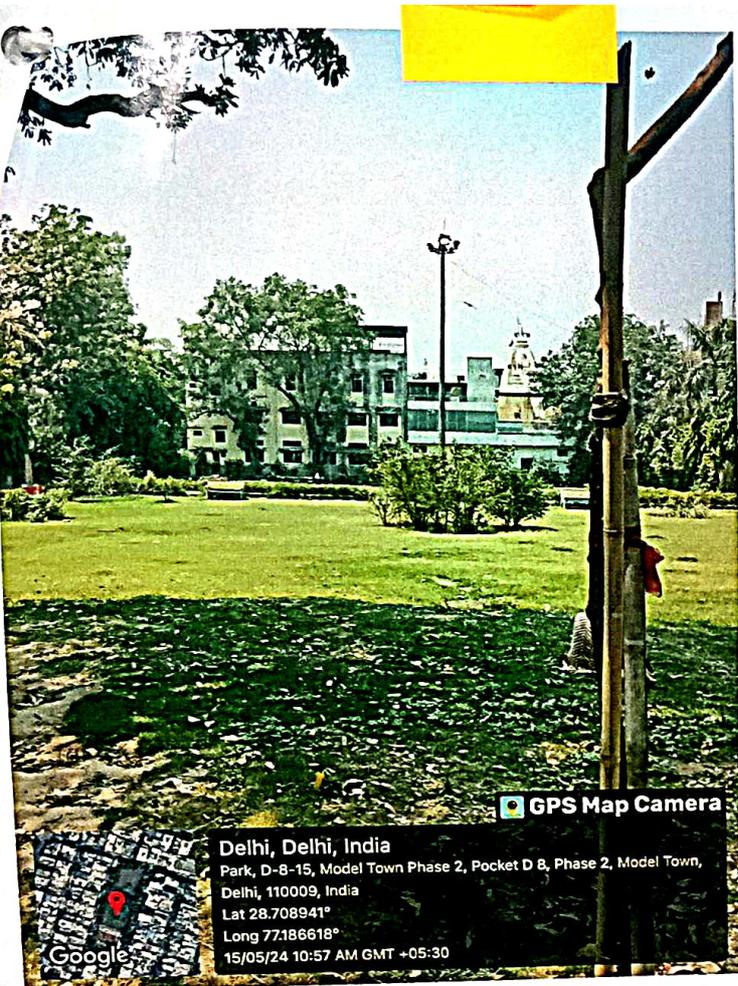
Designation:
(With stamp)

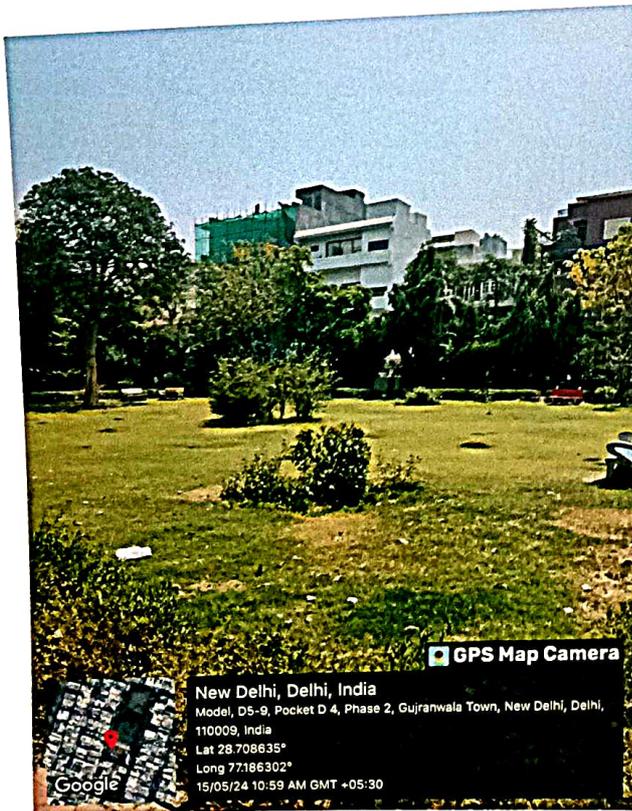
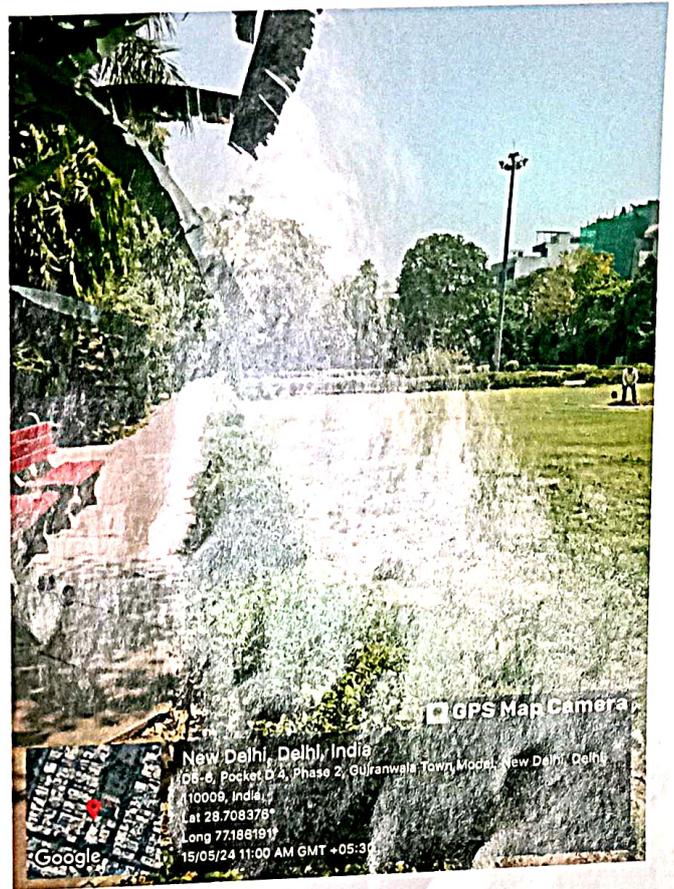
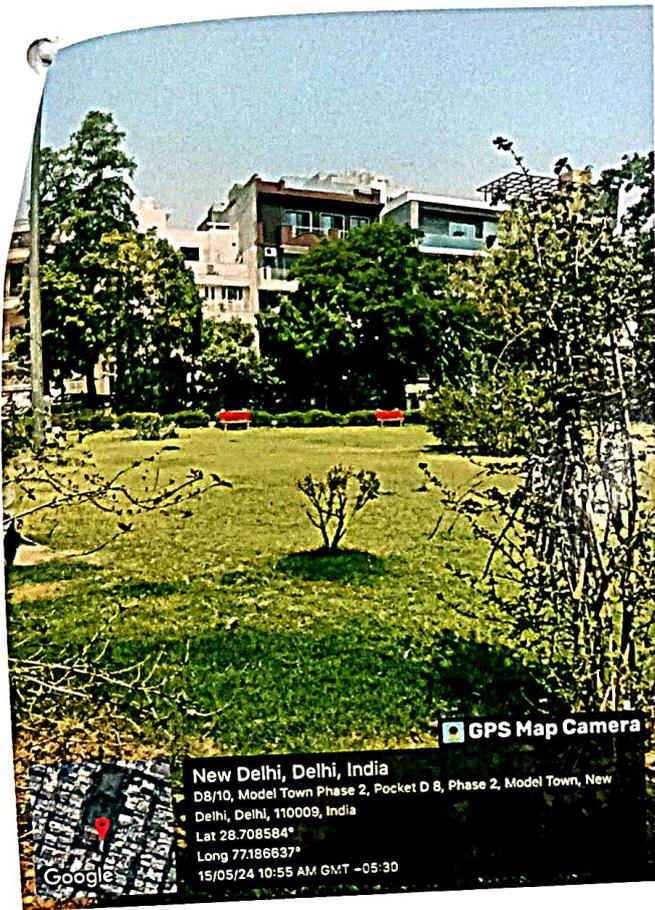
मॉडल टाउन धार्मिक लीला कमेटी

प्रधान

महामंत्री

कोषाध्यक्ष





311



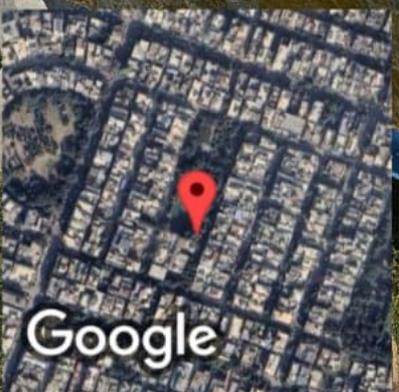
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New Delhi, Delhi, India

D8/9, Model Town Phase 2, Pocket D 8, Phase 2, Model Town, New Delhi, Delhi 110009, India

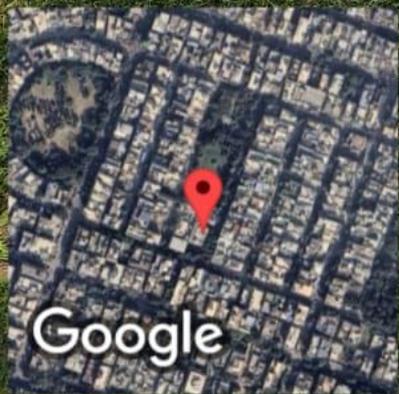
Lat 28.708585° Long 77.186593°

07/03/2025 11:03 AM GMT +05:30





 **GPS Map Camera**



Delhi, Delhi, India

6/1, 3rd Main Rd, Pocket D, Phase 2, Model Town, Delhi, Delhi 110009, India

Lat 28.70833° Long 77.186414°

07/03/2025 11:00 AM GMT +05:30



 **GPS Map Camera**



New Delhi, Delhi, India

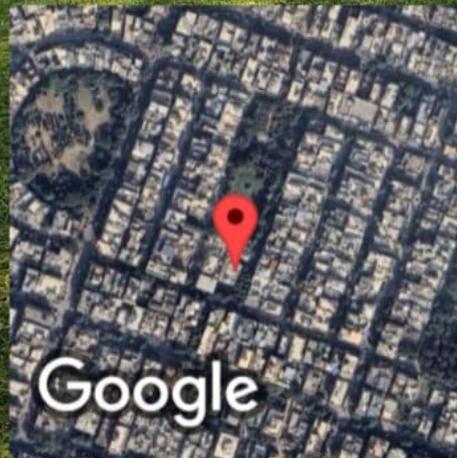
D5-6, Pocket D 4, Phase 2, Gujranwala Town Model, New Delhi, Delhi 110009, India

Lat 28.708396° Long 77.18625°

07/03/2025 11:01 AM GMT +05:30



GPS Map Camera



Delhi, Delhi, India

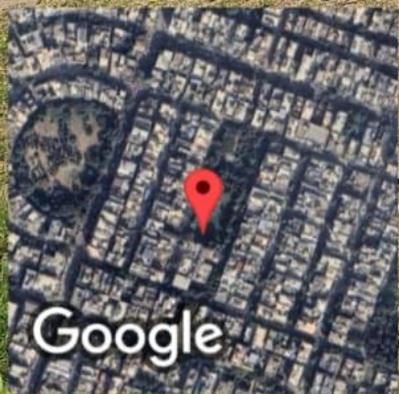
6/1, 3rd Main Rd, Pocket D, Phase 2, Model Town,
Delhi, Delhi 110009, India

Lat 28.708321° Long 77.186423°

07/03/2025 11:00 AM GMT +05:30



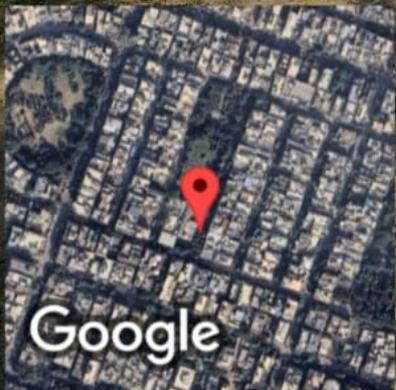
 **GPS Map Camera**



New Delhi, Delhi, India
Model, D5-10, Pocket D 4, Phase 2, Gujranwala
Town, New Delhi, Delhi 110009, India
Lat 28.708724° Long 77.186375°
07/03/2025 11:02 AM GMT +05:30



 **GPS Map Camera**



New Delhi, Delhi, India
D8/6, Model Town Phase 2, Pocket D 8, Phase 2, Model Town, New Delhi, Delhi 110009, India
Lat 28.708292° Long 77.186514°
07/03/2025 11:00 AM GMT +05:30

MUNICIPAL CORPORATION OF DELHI
HORTICULTURE DEPARTMENT
KESHAVPURAM ZONE

OFFICE OF THE D.C.
Keshav Puram Zone MCD
Dairy No. 5500
Date 04/11/24

No. 28/DDH/ADH/KPZ/2024-23

Dated-30/10/2024

To,
President,
D5 & D8 Model Town RWA,
D-5/9 2nd floor Model Town III,
Delhi-110009

~~DC/KPZ~~
ADH
12/11/24

Sub: Report Regarding complaint of illegal encroachment of Jawahar Park Model town, Ward no.68/KPZ

A letter has been received in the office of undersigned Through the office of DC KPZ vide dairy no.4733 dated 30.9.24 regarding the subject cited above. In this regard it is stated that there is a park in D block Model town (Jawahar Park) which is under jurisdiction of Hort. Deptt./KPZ . In the letter mentioned above two querries were raised by members of D-5 & D-8 RWA Model Town. Report of Hort.Deptt./KPZ is as below:

1. There is no illegal encroachment in the said park. The park was booked for Ramlila from 20.9.24 to 19.10.24 by Model Town Dharmek Leela Committee. The permission was granted after approval from Commissioner/MCD.
2. The park was already adopted by Model Town Dharmek Leela Committee under MOU. At present the park is well maintained . Hence the park could not be handed over to D-5 & D-8 RWA Model Town till the Model town Dharmek Leela committee surrenders the park to MCD.


DDH/KPZ

Dy. Director (Hort.)
Keshav Puram Zone
Municipal Corporation of Delhi

Copy to:

1. DC/KPZ: Submitted for kind information Pls.
2. Office copy.


12/11/24


Dy. Director

Horticulture Department
 Dy No. 2537
 D: 103/24/2024
 Municipal Corporation

OFFICE OF THE D.C.
 Keshav Puram Zone - MCD
 Deiry No. 4733
 Date: 30/9/24

Date: 30/Sept/2024

To

The Deputy Commissioner
 Keshav puram Zone
 Delhi

oilloly

DC/KPZ

ADH

[Signature]
 31/9/24

Monika

Sub: Destruction and illegal encroachment of Jawahar Park in Ward No.68, Model Town, Delhi-110009.

Respected Sir,

We are a delegate representing D5&D8 RWA Model Town Delhi 9.

Our residents from the locality are trying to inform the MCD on the MCD 311app about the unauthorized encroachment and the subsequent destruction of trees and plants happening in the Jawahar park, D Block from around 10th, September, 2024 onwards

For all the approaches/complaints from the residents on app MCD311, the Section Officer (Hort.) Ms Monika had only answered ~ RESOLVED, whereas nothing has been done in reality. The destruction of the trees and plants continue to happen at a large scale in contravention of the various judgments by the Hon'ble Supreme Court, High Court and NGT.

When we further tried to reopen our complaints, she has advised the residents of the area that we should contact the Deputy Director Horticulture (Keshav puram Zone) Delhi. Please find attached Ms Monika's reply to the queries of D5&D8 RWA members.

Residents of the area are very worried and concerned so we have tried to meet the Deputy Director, Horticulture personally today on 30th Sept 2024 to make him aware about this encroachment and understand the situation. However no one is available today at the Deputy Director's (Horticulture) to meet the RWA delegate so we have now approached the DC office.

RWA has basically raised 2 points on the issues:

1).Is there any Law to grant public park where elders walk, children play and residents enjoy the exercises?

If any permission is granted for a religious function in this public park, it is for how many days ?Kindly share the booking receipt with the RWA.

2). D5&D8 RWA had submitted re-application for the adoption of park from 2021 and recently from December 2023 onwards. We have given many reminders.

But, sadly, no answer has been received so far from the DDH/KPZ office.

Kindly let us know the stand of MCD Horticulture Department towards D5&D8 RWA

Best Regards

Members

D5&D8 RWA Model Town Delhi

Encl:

1. Photographs of the park destruction
2. Complaints on the MCD 311 app by the residents

Rajambhela

Anita

Ghugh

[Signature]
[Signature]

Shushu

D5&D8 RESIDENTS WELFARE ASSOCIATION
 Regn. No. 2537/2021

MUNICIPAL CORPORATION OF DELHI
HORTICULTURE DEPARTMENT
KESHAVPURAM ZONE



No/029/DDH/ADH/KPZ/2024-23

Dated-30/10/2024

To,
President,
D5 & D8 Model Town RWA,
D-5/9 2nd floor Model Town III,
Delhi-110009

Sub: Report Regarding request for adoption of Jawahar Park Model town, Ward no.68/KPZ

A letter has been received in the office of undersigned vide dairy no.1831 dated 12.8.24 regarding the subject cited above. In this regard it is stated that there is a MCD park in D block Model town III (Jawahar Park). The park was already adopted by Model Town Dharmek Leela Committee under MOU. At present the park is well maintained . Hence the park could not be handed over to D-5 & D-8 RWA Model Town till the Model town Dharmek Leela committee surrenders the park to MCD.


DDH/KPZ
Dy. Director (Hort.)
Keshav Puram Zone
Municipal Corporation of Delhi

Copy to:

1. DOH-1/MCD: Submitted for kind Information Pls.
2. Office copy.


DDH/KPZ


14/11/24


1/Nov/24