

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL  
PRINCIPAL BENCH, NEW DELHI  
ORIGINAL APPLICATION NO. 1144/2024**

**IN THE MATTER OF:-**

M/s Mohan Singh Bagdri

Applicant

versus

State of Uttarakhand & Ors.

Respondent(s)

**NDOH: 13.01.2026**

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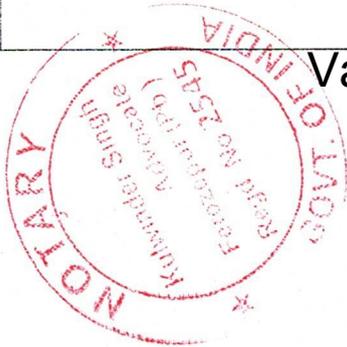
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**FOR M/S KHARA CONTRACTORS**

**RESPONDENT NO. 7**



THROUGH

DELHI

Dated: 12.01.2026

*Abhijeet*

**ABHIJEET & GUNJEET SINGH  
Advocates for the Respondent No. 7**

A-87, Defence Colony,  
New Delhi-110024,  
[abhijeetu03@gmail.com](mailto:abhijeetu03@gmail.com)  
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**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL  
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**IN THE MATTER OF:-**

M/s Mohan Singh Bagdri

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**SHORT REPLY AFFIDAVIT ON BEHALF OF RESPONDENT NO.  
7 M/S KHARA CONTRACTORS**

**MOST RESPECTFULLY SHOWETH:-**

I, Manjit Singh S/O Jaswant Singh, aged about 47 years, resident of House no. 1 Rose Avenue, Ferozepur city, Punjab do solemnly affirm and state as follows:-

1. That I am working as the partner of M/s Khara Contractors having its registered office at Shop No. 27, Near Cantt, Truck Union, G.T Road, Ferozepur Cantt, Ferozepur, 152001, Punjab, India and duly authorised and in my official capacity, I am conversant with the facts of the case based on the knowledge derived from the records and as such I am competent and authorized to file this affidavit.



2. That the present short affidavit is being filed by the M/s Khara Contractors who is arrayed as the Respondent No. 7 (hereinafter referred as the answering respondent) vide order dated 18.11.2025 passed by this Hon'ble Tribunal and allowing the I.A. No. 729 of 2025.
3. That I have been apprised of said impleadment as Respondent No. 7 by a notice received from the National Green Tribunal on 30.12.25. Additionally, this notice has also been duly served upon me by a deputy magistrate in Ferozepur, Punjab.
4. That the present affidavit contains submission which are of a preliminary nature and are filed on behalf of M/s Khara Contractors (Respondent No. 7), to place on record the actual site status in respect of this matter.
5. That it is respectfully submitted that M/s Khara Contractors is a duly constituted partnership firm comprising Sh. Jaswant Singh and his sons Sh. Manjit Singh and Sh. Satwinder Singh, having its office at Shop No. 27, Near Cantt, Truck Union, G.T Road, Ferozepur Cantt, Ferozepur, 152001, Punjab, India. The firm has been engaged in construction activities for over four decades, with specialised experience in bridge and irrigation projects, and has consistently maintained a record of



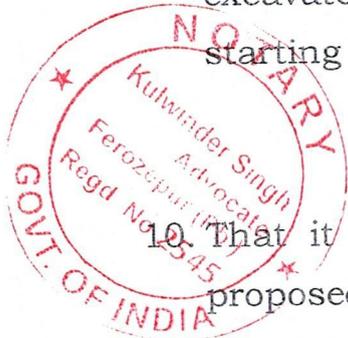
professionalism, technical competence, and adherence to contractual as well as statutory requirements.

6. That it is respectfully submitted that answering respondent has successfully executed infrastructure projects across the States of Punjab, Haryana, Rajasthan and Uttarakhand, and enjoys a credible standing with various government and public sector agencies. The answering respondent has been working as a contractor of Bridge And Roof Company (India) Limited since 2022 for bridge construction projects in the State of Uttarakhand under the Pradhan Mantri Gram Sadak Yojana (PMGSY) Scheme, carrying out the said works strictly in accordance with the terms of the contract and under the supervision and control of the competent authorities.
7. That it is respectfully submitted that answering respondent have been allotted the work of constructing the 30 meter Steel Girder Bridge at Bhardari Gad in Rudraprayag by the Bridge and Roof Company (I) Ltd, the Programme Implementation Unit of the Uttrakhand Rural Road Development Agency (hereinafter referred to as "URRDA") under the PMGSY Scheme.
8. That it is respectfully submitted that before the commencement of a construction project, such as ours, it has to be approved by appropriate authorities and meet certain benchmarks. That



herein, the appropriate authority was the PMGSY Division/ Jakholi, Rudraprayag and the said approval with the approach road was provided to answering respondent, by the PMGSY Division/ Jakholi, Rudraprayag in January 2023.

9. That it is respectfully submitted that after the said approval, answering respondent commenced the construction work and excavated sides of the riverbank for the construction of the abutment. Answering respondent were shocked to learn that after a substantial time had passed and substantial work was completed from our end, the location of the bridge to be constructed was altered approximately by 50 meters downstream by URRDA, and the agreed bridge span of 30 meters was also increased to 48 meters. Consequently, the excavated area at the former location was backfilled before starting excavation at the new location.

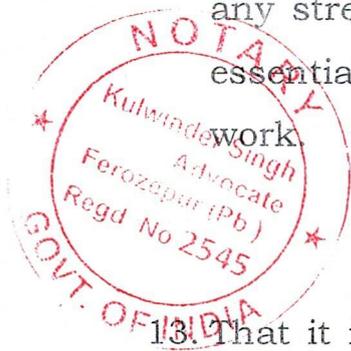


10. That it is respectfully submitted that as both ends of the proposed bridge at the new site were situated at an elevation of approximately 22 metres above the adjoining riverbank, the execution of the work could not have been undertaken without a temporary and enabling means to access the site. Therefore, a temporary ramp was constructed using only the soil that had been excavated from the side of riverbanks for the abutment work. The construction of the temporary ramp was with the sole intention to facilitate the transport of the construction materials, tools, and equipment, as well as ensuring the safe

movement of labour during the execution period. The entire excavated soil is used for construction purpose and no portion of it had been dumped elsewhere.

11. That it is respectfully submitted that while creating the aforesaid temporary access, all reasonable precautions were undertaken to ensure that the natural flow of the river is in no manner whatsoever altered. A clear opening of 3 metres was intentionally maintained throughout the ramp with appropriate gratings to allow the free flow of water thorough it's natural flow channel. At no stage did the temporary works result in any blockage, diversion, encroachment, or adverse impact upon the river.

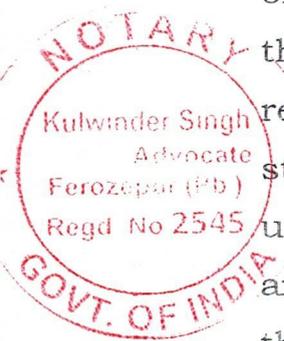
12. That it is respectfully submitted that the soil excavated for the construction of the bridge is not more than what was needed and will be reused in the same project after completion of the construction of the bridge. The said excavated soil cannot, by any stretch, be characterised as "debris", as it constitutes an essential construction material intrinsic to the completion of the



13. That it is respectfully submitted that the soil so used for the formation of the temporary ramp is intended to be wholly reused for backfilling and restoration of the riverbanks upon

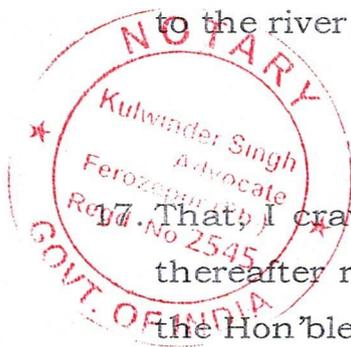
completion of the bridge. It is, in fact, estimated that additional soil may be required to fully complete the backfilling and to establish connection between the bridge and the road at both end. If any soil residue remains after such restoration, it shall be disposed of strictly in an environmentally safe manner and in accordance with the directions and guidelines issued by the URRDA, without causing harm or adverse impact to the river or its surrounding environment.

14. That the answering respondent most respectfully and categorically denies the adverse findings recorded by the Joint Committee dated 24.02.2025. It is respectfully submitted that no *Gharat* (traditional water mill) existed at or in the immediate vicinity of the bridge site before the commencement of the construction work, and consequently, the question of any damage being caused thereto does not arise. It is further emphatically denied that any debris was generated, discharged, or disposed of in an improper or unauthorized manner during the execution of the bridge works. The said excavated soil was retained and systematically reused within the project site strictly for preparing temporary ramp and shall subsequently be used for backfilling purpose. At no point did the activities of the answering respondent result in any pollution, contamination of the river, or creation of any environmental hazard, and all works were executed in conformity with site-specific operational requirements.



15. That it is further submitted that the creation, identification, or development of any dumping yards, including the alleged ten dumping yards, was never within the scope of work, contractual obligations, or responsibilities of the answering respondent under the contract. Any allegation premised on the non-creation of such dumping yards is therefore misconceived, untenable in law, and liable to be rejected, as no such duty was ever cast upon the answering respondent.

16. Therefore, the allegation that construction and demolition waste or muck was dumped in the river, allegedly affecting two gharats (water mills), is wholly false, incorrect, and vehemently denied. It is categorically stated that no waste, debris, or muck was ever dumped by us in the river or in any manner causing environmental degradation or obstruction to water flow. All construction activities were carried out strictly in accordance with the sanctioned plans, technical specifications and URRDA guidelines, and no act attributable to us resulted in any damage to the river ecology or to any gharat.



17. That, I crave liberty to rely on the present reply affidavit and thereafter reserve the right to file additional information before the Hon'ble Tribunal, if required, till Pendente-Lite.

18. Thus, in light of the above submissions, it is most humbly prayed that the present affidavit may kindly be taken on record and this Hon'ble Tribunal may pass such appropriate order in the interest of justice as deemed fit in the facts and circumstances of the case.

FOR M/S KHARA CONTRACTORS

*Munish*  
DEPONENT PARTNER

### VERIFICATION

I, the deponent above named do hereby verify that the contents of the above affidavit are true and correct to my knowledge, no part of it is false and nothing material has been concealed therefrom.



FOR M/S KHARA CONTRACTORS

*Munish*  
DEPONENT PARTNER

ATTESTED  
*Kulwinder Singh*  
Kulwinder Singh Advocate  
Notary Public Govt. of India  
Ferozepur 152001 (Pb.)

12 JAN 2026



**BEFORE THE NATIONAL GREEN TRIBUNAL  
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**IN THE MATTER OF:  
Mohan Singh Bagdri**

**... Applicant**

**VERSUS**

**State of Uttarakhand & Ors.**

**... Respondents**

**VAKALATNAMA**

KNOW ALL to whom these presents shall come that I, Mr. Manjit Singh, partner of M/s Khara Contractors, Respondent No. 7 herein in the captioned matter, hereby appoint **ABHIJEET** ("Advocate") having their office at **A-87, Defence Colony, New Delhi – 110024** to be my Advocates in the above noted case and authorize them:

To act, appear and plead in the above-noted case before this Court/Tribunal or before any other Court/Tribunal, in which the same may be tried or heard and also in the Appellate Court including the High Court subject to payment of fees separately for each court by me. To sign, file, verify and present pleadings, appeals, cross-objections or petitions for executions review, revision, withdraw, compromise or other petitions or affidavits or other documents as may be deemed necessary or proper for the execution of the said case in all its stages subject to payment of fees for each stage. To file and take back documents, to admit and/or deny the documents of opposite party. Submit to arbitration any differences or disputes that may arise touching or in any manner relating to the said case. To take execution proceedings. To deposit, draw and receive moneys, cheque, 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 other Legal practitioner or person, authorizing him to exercise the power and authority hereby conferred upon the Advocates whatever he may think fit to do so and sign the power of attorney; And I the undersigned do hereby agree to ratify and confirm all acts done by the Advocates or their substitute in the matter as my own acts, as if done by me to all intents and purposes.

And I undersigned undertake that I or my duly authorized agent would appear in court on all hearings and will inform the Advocates for appearance when the case is called. And I undersigned do hereby agree not to hold the advocate or his substitute responsible for the result of the said case. And I the undersigned do hereby agree that in the event of the whole or part of the fee agreed by me to be paid to the advocates remaining unpaid they shall be entitled to withdraw from the prosecution of the said case until the same is paid up. The fee settled is only for the above case and above court. I hereby agree that once the fee is paid, I will not be entitled for the refund of the same in any case whatsoever. And I the undersigned do hereby agree that I shall not claim any compensation, nor the Advocate/s shall be liable for any compensation if he/she fails to appear in the Court or fails to conduct or withdraw from the case due to non-payment of fee as per settlement or for reason of any request/ call given by Bar Association/s or Council/s.

**IN WITNESS WHEREOF**, we do hereunto set our hand to these presents the contents of which have been understood by us on this 12 day of January 2026.

Accepted, identified, and satisfied subject to the terms of fee.

I Identify the Signature/Thumb Impression of Below Mentioned Person, Signed in My Presence.

*Abhijeet*

[ABHIJEET]

ADVOCATES/ ENROLLMENT NO. D/5282/2020

ADVOCATES

FOR M/S KHARA CONTRACTORS

*Manjit*  
CLIENT PARTNER



सत्यमेव जयते

INDIA NON JUDICIAL  
Government of Punjab

₹100

e-Stamp

Certificate No.	: IN-PB04434432904789X
Certificate Issued Date	: 05-Feb-2025 04:16 PM
Certificate Issued By	: pbharnaku
Account Reference	: NEWIMPACC (SV)/ pb7074604/ FEROZEPUR/ PB-FP
Unique Doc. Reference	: SUBIN-PBPB707460407815747260118X
Purchased by	: MANJIT SINGH KHARA SON OF JASWANT SINGH
Description of Document	: Article 4 Affidavit
Property Description	: Not Applicable
Area of Property	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: KHARA CONTRACTORS
Second Party	: Not Applicable
Stamp Duty Paid By	: KHARA CONTRACTORS
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)
Social Infrastructure Cess(Rs.)	: 0 (Zero)
Total Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



₹100

Please write or type below this line

IN-PB04434432904789X

FOR M/S KHARA CONTRACTORS

*Manjit Singh*  
PARTNER

FOR M/S KHARA CONTRACTORS

*[Signature]*  
PARTNER

FOR M/S KHARA CONTRACTORS

*[Signature]*  
PARTNER



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Statutory Alert:

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

IN-PB04434432904789X

Certificate Number: - IN-PB04434432904789X OF DATED 05-Feb-2025 (04:16PM)

**SPECIAL POWER OF ATTORNEY**

Known all men by these presents that we, **Sh. Jaswant Singh Khara Son of Sh Arbel Singh Khara, Sh. Manjit Singh Khara Son of Sh. Jaswant Singh, and Satwinder Singh Son of Sh. Jaswant Singh**, Partners of firm **M/S KHARA CONTRACTORS Shop No.27, Near Cantt Truck Union, G T Road, Ferozepur Cantt Punjab, 152001** do hereby authorized to **Sh. Manjit Singh Khara Son of Sh. Jaswant Singh**, Partner of the said firm to apply, to sign, submission of an Affidavit, tendering, Enlistment with any Govt ,department and other relevant records, deposits/ releasing of security of any kind from any Govt. department/office as well as in any office/Govt. department and to withdrawal of money, deposit of money in our current account, to purchase/sale of machinery & other assets and we give fully powers on behalf of the said firm, we set our hands on this authority and we shall fully responsible with all the acts and shall be binding upon us and on the above said firm.

EXECUTANT (S)

**FOR M/S KHARA CONTRACTORS**

  
**PARTNER**

1. Jaswant Singh (Partner)

**FOR M/S KHARA CONTRACTORS**

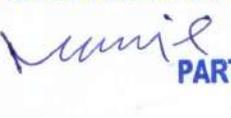
  
**PARTNER**

2. Satwinder Singh (Partner)

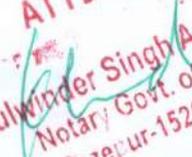
Dated: -

Authorized Person/Partner

**FOR M/S KHARA CONTRACTORS**

  
**PARTNER**

MANJIT SINGH KHARA

**ATTESTED**  
  
Kulwinder Singh Advocate  
Notary Govt. of India  
Ferozepur-152001 (Pb.)

**= 6 FEB 2025**