

O.A. No. 492/2022

GREEN WOOD CITY VILLA JAN WELFARE SOCIETY & ANR.

.....APPLICANTS

VERSUS

GODWIN CONSTRUCTION COMPANY PVT. LTD. & ORS.

.....RESPONDENTS

**Replication** regarding non-compliance of order dated 09-02-2023  
Passed by Hon'ble Tribunal.

We have perused the report dated 05-01-2023 submitted by Sh. Prakhar Kumar Environmental Engineer, UPPCB, Meerut, reply of respondent no. 1 Godwin Construction Co. Pvt. Ltd and the affidavit of Shri Vijay singh, who is Town Planner of M.D.A. Meerut.

we the applicants humbly submits before Hon'ble Tribunal that. our submissions are as follows:-

1- The respondent no. 1 Godwin Construction Co. Pvt. Ltd has opened gate of the society towards baghpat road, Meerut and constructed road, gate and culvert on the nallah and opened the passage of 9 meter only, where as it should be 18 meter wide.

Hence it is still a troublesome entry and moreover this 9 meter road is also restricted due to opening of back gate entry of Godwin Hotel and this road is being used for Hotel's commercial activities.

2- The municipal corporation Meerut is picking up and disposing solid waste of the society, collected by employees of respondent no. 1, regularly on daily basis.

3- The MDA Meerut has detected damaged sewer line laid by it outside the society, which is, situated near flyover constructed on the Baghpat bypass road. But it is not replacing the damaged sewer line on pretext one or the other. Even tender for

completing work has not been floated yet . Without replacing damaged sewer line, the sewerage of the society cannot be disposed of by respondent no. 1, in sewer line laid by the MDA Meerut.

- 4- Hon'ble High court of judicature at Allahabad has dismissed writ petition (M/B) no. 7787 of 2008 by vide order dated 07-08-2020, Which was instituted by respondent no. 1 and hence const. co. has to pay the external development charges to M.D.A Respondent No. 2.
- 5- The respondent no. 2 has pointed out that development charges amounting 17,87,02,070/- including interest was due against const. co. on 16-11-2018 Respondent no. 2 has also mentioned that a request letter dated 28-12-2021 and reminder dated 18-02-2022 were sent to the D.M Meerut to recover the outstanding amount of external development charges from Respondent no. 1, (the developer const. co).
- 6- The external development charges have still not recovered from respondent no. 1, which is clear from the contention of respondent no. 2. Therefore Respondent no. 1 has not obtained completion certificate from Respondent no. 2 M.D.A Meerut.
- 7- It is further submitted that the D.M Meerut had constituted a technical committee vide order dated 17-01-2023 in compliance of order dated 09-01-2023 passed by Hon'ble Tribunal. The technical committee visited the premises of the society on 30-01-2023 and found the following factual aspects of the society :-
  - (i) The Godwin Construction co. Pvt. Ltd. respondent no. 1 has removed the boundary wall, which was constructed on the way of entrance towards Baghpat road. Respondent no. 1 has fixed an iron gate towards Baghpat road and opened the passage of 9 meter only, where as it should be 18 meter wide.

Hence it is still a troublesome entry and moreover this 9 meter road is also restricted due to opening of back gate entry of Godwin Hotel and this road is being used for Hotel's commercial activities and storing the garbage of hotel on other side of this 9 meter road.

- (ii) This road must be 18 meters wide as per sanctioned layout plan of M.D.A Meerut.
- (iii) The statement that trunk sewer line constructed by M.D.A Meerut is properly functional, it is strongly /vehemently rebutted and denied. The technical committee constituted by the D.M Meerut inspected the site on date 30-01-2023 and found that the discharge of sewerage through pipeline laid by construction co. was very less, that is, 4 inch. dia, whereas, the M.D.A Meerut has laid pipeline of 8 inch. dia. The builder co. respondent no. 01 has not connected the whole sewer line to the big collection tank/ septic sewerage tank constructed by builder co respondent no.01.
- (iv) The Builder co. respondent no. 1 is disposing of the 95% of sewage by pumping it from manhole situated near temple of society towards ghat road in open Rajbhaya of irrigation department. This fact is substantiated by the state of affairs that sum manhole are overflowing in open land of plots and on roads. Perhaps, some where, either sewer pipeline laid by respondent no. 1 const. co. is not functional or it is blocked .
- (v) That due to non-construction of drainage system in the society, during rainy season all water of drains go in sewer line and that water back flow the sewer into houses of residents of 3 BHK, 2BHK, Duplex, Villas and private houses constructed in plots. On the ground floors it enters in kitchen, bed rooms, living area and sewer water spoils the houses and this back flown

sewerage makes the life of residents 'NARAK'. At this time in rainy season it spoiled/ damaged house hold goods/ assets amounting to crores of rupees of about 250 residents/ families the residents of the society have suffered huge losses.

- (vi) The solid waste is being collected by the employees of respondent no. 1 and being dumped in open area enclosed on two side with tin sheets. There is no tin shades on roofs of the site. As per sanctioned plan, garbage is collected on the land of plots mentioned in the west corner of the layout plan/ premises of the society.
  - (vii) The respondent no. 1 has not constructed any drainage system, there is water logging at all the sites of the colony.
  - (viii) The Respondent no. 1 has closed one side of road of exit gate of society and converted it for parking of it's vehicles and for storage of other articles and using for keeping Godwin Hotel's generators, Vehicles etc.
  - (ix) The respondent no. 1 construction co. has not constructed roads/ made internal development in the aforesaid area where garbage is being dumped. Old constructed roads are not being maintained, as it has potholes everywhere.
- 8- The respondent no. 1 construction co. is still disposing sewer of the society in Rajbhaya of irrigation department situated on Ghat road by pumping it form manhole located near temple of the society.
- 9- Likewise condition of roads is pitiable having potholes everywhere. The respondent no. 1 is not repairing the already constructed roads and new roads has not been constructed in the area of private house and plots situated in the society and says their it is not my responsibility.

- 10- The Meerut Development Authority passed Construction Plan map, on 22-09-2007. It was directed to OP No. 1 Godwin Construction Company to carry out internal Development within Three years and to hand over Colony to Municipal Corporation Meerut. While it is year 2023, but no complete internal development has been done but no internal development is being done yet by const. co.
- 11- The Construction Company Respondent No. 1 was also directed to make arrangements for Sewerage, Street lights, Water Supply, Drainage and Solid Waste. After that OP 1 had to obtain Completion Certificate form MDA Op. No. 2
- 12- The Construction Company Respondent No. 1 and MDA Respondent no. 2 entered in an agreement on 25-09-2007 Colonizer OP no. 1. Was obliged to Complete entire internal development work within one year from the date of permission and to hand over Colony to Local Body free of cost the total land including roads and parks.
- 13- **As per Clause 2 Proviso** of the agreement on 25-09-2007 the MDA has to undertake and complete internal development, which is as follows-

**"The development authority may forfeit the security deposited by the firms and may itself undertake to complete the works and recover the charge from the const. co. as it may incur.**

***It is Pointed out that Respondent No. 1 Const. co. has not obtained completion certificate from MDA Respondent No. 2 neither handed over colony Green Wood City to Nagar Nigam Meerut as per agreement Dated 25-09-2007, nor to our society.***

Proviso 3- Provided that as and when the development authority is satisfied that the colonizer has complied with the conditions of these presents and has developed any part of the colony, the development authority may release forthwith, the bank guarantee to the extent of the cost of internal development works carried out by the colonizer."

we applicants came to know that bank guarantee is in possession of OP No. 1 Construction Co, Which has not been get renewed by it and hence that guarantee has lapsed now and Respondent No.2 is not taking any action in this regard against Construction Co.

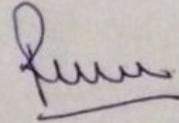
- 14- The Respondent no.1 /OP no. 1 construction co. has not obtained completion certificate from the MDA respondent No.2/OP no. 2 by depositing arrears of external development charges, regarding which the MDA Meerut has issued RC, which is pending with the DM Meerut. The external development charges has not been recovered from respondent / OP no. 1 Construction Co.
- 15- As far as, Respondent no.1/OP no. 1 Construction Co. and respondentno.2/OP no. 2 the MDA Meerut would get completed internal developments and replace sewer line laid by MDA outside the society, the colony would not be handed over to resident welfare society applicants no. 1 and 02 and the municipal corporation Meerut.
- 16- The Respondentno.1/OP No. 1 Construction Co. has not constructed drainage system in the campus of the society. It causes inconvenience to the residents of the society because there is water logging at all places in rainy season.

- 17- The manholes of sewer line laid by respondent no.1 /OP no. 01 construction Co. are overflowing in plots situated in campus of the society.
- 18- The respondent no. 1/OP no.1 construction co. has not get cleaned inside of big over head water tank constructed for water supply of entire colony since its inception. The pigeons or Monkey may have drowned in it, which may cause infectious disease, Jaundice disease or life threatening disease injurious to human health.

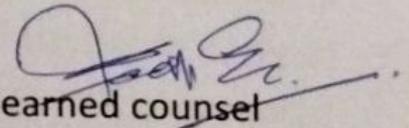
It is therefore humbly submitted that the respondent no. 1, neither completed the external development, nor internal development and has not handed over the society to Nagar Nigam Meerut on pretext one or the other. The respondent no.1/OP No.1 builder co., The respondent no. 2 M.D.A Meerut and respondent no. 6 Nagar Nigam Meerut, are Shifting their responsibilities on each other.

The factual state of affairs of the society/ difficulties faced by residents of the society are more or less the same.

date-



Applicants no.1 and no.2



through learned counsel

Depak Raj Premi (Advocate)