

NEXT DATE 13/04/2026

**BEFORE NATIONAL GREEN TRIBUNAL, PRINCIPAL
BENCH AT NEW DELHI.**

In Original Application No. 502/2025

Arvind Goel

Applicant

VERSUS

Municipal Corporation, Ludhiana & Others

Respondents

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Date : 09/01/2026.

Filed by:



(Ravinder Kumar Sharma)
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P/463/1993

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BEFORE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH

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VERSUS

MUNICIPAL CORPORATION & OTHERS

Written statement on behalf of
respondent no.5 (The Ludhiana
Aggarwala Coop. House Building
Society Ltd. Ludhiana), through
its President Suresh Jindal.

RESPECTFULLY SHOWETH:-

PRELIMINARY OBJECTIONS:-

1. That the present application is not maintainable as the same is barred by the limitation provided in the National Green Tribunal Act, 2010. The said Act provides that if the substantial question relating to Environment seeking

restitution remediation and compensation is involved then the same has to be referred under this Act within 5 years from the date of cause of action arose first and if the tribunal is satisfied that applicant was prevented by sufficient cause from filing the application within the prescribed period may allow it to be filed within a further period not exceeding 60 days. The present application is hopelessly time barred. The Ludhiana Aggarwala Cooperative House Building Society Ltd. Ludhiana (respondent no. 5) is a Cooperative Society registered under the provisions of The Punjab Cooperative Societies Act, 1961 with Registration No. 1310, dated 29/04/1971. The society purchased the land measuring 82 Acres approximately and developed a colony in the year 1971-72 and allotted developed plots to its members. The colony developed by the society spreads in two

blocks i.e. Block-A and Block-B on the both sides of the Ferozepur Road, Ludhiana, which is known as Aggar Nagar, Ludhiana. At the time of development of the colony in the year 1971-72, the area of the society falls outside the Municipal Limits. Therefore, the society prepared and approved the lay out plan of the colony under Bye-Law 27 of the registered Bye-Laws of the society. The society was competent to prepare the lay out plan and make changes keeping in view of the exigencies of time. The society allocated land to the Institutions like Tagore Public School, A-Block, Aggar Nagar, Ludhiana, which is owned, run and Managed by the society, also allocated the land for guest house and allotted the land to the religious institutions like Jain Sthanak, Arya Samaj Mandir, Gurdwara, Shiv Mandir, Kalgidhar Library, Senior Citizen Home, etc. The society had given a piece of

land measuring 800 sq.yds. on 09/06/1977 to Mandir Society. Thereafter, further allotted a piece of land measuring 2000 sq.yds. on 11/03/1979 to Shri Raghunath Mandir Society for Mandir or Hospital. Shri Raghunath Mandir Society constructed Shri Raghunath Mandir in the plot measuring 800 sq.yds. allotted to it by the society on 09/06/1977 and it constructed the building of the Hospital in the plot measuring 2000 sq.yds. allotted to it on 11/03/1979. Further a plot measuring 1360 sq.yds. was allotted to Shri Raghunath Mandir Society on 29/03/1981 for development of hospital. Therefore, total land measuring 4160 sq.yds. was allotted to Shri Raghunath Mandir Society wherein construction of Shri Raghunath Mandir was raised in 800 sq.yds. and in the remaining 3360 sq.yds. building of hospital was raised. The land was allotted to Shri Raghunath Mandir Society on certain

terms and conditions of allotment. As per the knowledge of the society some/same members of Shri Raghunath Mandir Society got one separate society, namely, Shri Raghunath Hospital Society registered in the year 1980 to run and manage Shri Raghunath Hospital and since then the hospital is being run by Shri Raghunath Hospital Society Regd. meaning thereby the hospital is running there in the land measuring 3360 sq.yds. for the last about 45 years. Therefore, the present original application filed after 45 years from the date of raising/ construction of the hospital during 1979 to 1981 is liable to be dismissed being barred by limitation.

2. That the present original application is not maintainable as no cause of action accrued to the applicant to file the present application.
3. That it is pertinent to mention here that when the limits of Municipal

Corporation, Ludhiana were extended over the colony known as Aggar Nagar developed by the respondent no. 5 society, the Municipal Corporation, Ludhiana wanted to declare the streets and parks in Aggar Nagar and public streets and public parks the answering respondent society file the civil suit no. 360 of 1986 on 22/08/1986 for perpetual injunction restraining the Municipal Corporation, Ludhiana for declaring the streets and parks in Aggar Nagar as public streets and public parks and the said civil suit was decreed in favour of the respondent no.5 society.

4. That the applicant has placed on record the copy of Lay Out Plan of Aggar Nagar, Ludhiana as **Annexure P1** and has alleged that the total front portion of Aggar Nagar B-Block adjoining the Ferozpur Road, Ludhiana measuring 1452 ft. in

length as Green Belt which infact is not correct and same is wrong and denied. It is clearly shown in the Lay Out Plan that at the one corner there is Arya Samaj Mandir which was allotted a piece of land measuring 800 sq.yds. and there are 8 shops of Arya Samaj Mandir in the front facing towards National Highway and Arya Samaj Mandir at the back. Adjoining the Arya Samaj Mandir, there is a house constructed in 150 sq.yds. approximately of the society, which is meant for the residence of employee of the society and currently it is occupied by the Manager of the respondent no. 5 society. Adjoining next is plot no. 785 measuring 569 sq.yds. and in front of this property there are 14 shops of the respondent no. 5 society which have been given on rent. All the said constructions have been raised about more than 30 years ago. Next adjoining is tubewell of the society and next

adjoining is the office of Raghunath Sewa Dal and at back side is a Smadh of Baba Khetarpal. Next in the same line is vacant space and thereafter is a park measuring 200' X 72'. Thereafter comes main road of B-Block, Aggar Nagar connected to Ferozepur Road and next adjoining to this road is a park measuring 160' X 56' in which one Dola House is constructed and next in line comes 9 shops of the respondent no. 5 society, which were constructed about more than 35 years ago and the same have been given on rent by the respondent no.5 society. Next adjoining to the park is Shri Raghunath Mandir constructed in a piece of land measuring 800 sq.yds. and 12 shops are in the front of this Mandir which is the ownership of Shri Raghunath Mandir Society and these shops have been given on rent by Shri Raghunath Mandir Society and next adjoining is land measuring 3360 sq.yds.

in which the building of Shri Raghunath Hospital has been constructed and that too about more than 40 years ago. Similarly, in the opposite side i.e. in A-Block of Aggar Nagar there exists Guest House/shops of the respondent no.5 society, Gurudwara Sahib and its shops, Patrol Pump, Play Ground of Tagore Public School, Shiv Mandir, Senior Citizen Home and Park of the respondent no. 5 society. Therefore, the park/green belt in front side of both A-Block and B-Block of Aggar Nagar of the respondent no. 5 society exists there as mentioned in the Lay Out Plan attached by the applicant as **Annexure P1**. Therefore, the present original application is without cause of action and is liable to be dismissed.

5. That it is pertinent to mention here that in the year 2021 then President of Shri Raghunath Mandir Society Sh. Abhey

Goyal filed a Civil Writ Petition No. 24438 of 2021 wherein he raised an objection against the construction raised by the allottee over the plot no.785, measuring 569 sq.yds. alleging the said area as Green Belt and the said writ petition was dismissed on 21/11/2023, wherein the Hon'ble High Court has held that the said plot is a residential area and it is not in the green belt and the same is as per site plan and is beyond the green belt and thus, there is no violation committed by the respondents as alleged in the petition.

6. That the original applicant has also alleged that there is connivance of the office bearers of the respondent no. 5 society with the respondent no. 6 hospital and they together have hand in glove with the respondent Public Authorities, which infact is totally

wrong and is vehemently denied. The office bearers of the respondent no. 5 society had always acted in the benefit of the respondent no. 5 society and its members. It is pertinent to mention here that when some violations of terms and conditions of the allotment committed by Shri Raghunath Mandir Society (Regd.) and Shri Raghunath Hospital Society (Regd.) came into the notice of the respondent no. 5 society, it passed a resolution dated 13/07/2020 and issued show cause notice dated 19/07/2020 and asked the hospital to give the control and management of the hospital to the respondent no. 5 society as there was one condition of the allotment that the land shall remain ownership of the society and possessed by the society. The Raghunath Hospital Society filed the civil writ petition in the Hon'ble Punjab & Haryana High Court at Chandigarh against the respondent no. 5

society and had also filed the civil suit. So, there is no question of any connivance of the respondent no. 5 society with the respondent no. 6 Hospital society.

7. That the present original application is not maintainable as the designated green belt zone as per the approved Lay Out Plan of the respondent no. 5 society is shown in the site plan and there is no substantial question of law relating to violation of the Environment (Protection Act, 1986) and the Environmental Impact (Assessment) Notification 2006.

ON MERITS:-

1. That the contents of para no. 1 of the original application are not correctly stated, hence the same are denied except those that are matter of record. However, it is correct that the

applicant is resident of the respondent no. 5 society.

2. That the contents of para no. 2 of the original application are admitted to the extent that the respondent no. 5 society is a Cooperative Society and Suresh Kumar Jindal is the present President of the society. It is wrong and denied that the applicant, so also several other residents of the said colony are aggrieved by the fact that the respondent no. 6 Shri Raghunath Hospital in collusion and connivance with the persons of high influence are destroying the portion of land ear marked as green belt in the Lay Out Plan of the society. The actual facts have been explained in the previous paragraphs of this written statement in preliminary objections supra.

3. That the contents of para no. 1 of the original application are admitted to the

extent that the respondent no. 5 society purchased 81.93 Acres of land in Ludhiana and carved out a Housing colony as per Lay Out Plan in accordance with the provisions of then prevailing laws. It is wrong and denied that as per Lay Out plan on both sides of the National Highway, a green belt having total length about 1452 feet and width of about 80 feet was reserve. However, it is correct that every plot in Aggar Nagar has been allotted a distinct house number. It is pertinent to mention here that no plot number was marked for the land/plot allotted/given to various religious, education societies. The exact status of allotment in this belt 1452 feet long has been given in the previous paragraphs of this written statement in preliminary objections supra. It is correct that the Lay Out plan attached by the applicant as Annexure P1 has

been given by the respondent no. 5 society to the concerned Govt. Authorities.

4. That the contents of para no. 4 of the original application does not relate to the answering respondent. A piece of land measuring 3360 sq.yds. was allotted by the respondent no. 5 society to Shri Raghunath Mandir Society in the year 1977 to 1981. The members of Raghunath Mandir Society constructed the building of Shri Raghunath Mandir and Hospital and also formed and got registered Shri Raghunath Hospital Society for managing the affairs of the hospital. It is correct that it was their duty to follow the Building Rules of the Municipal Corporation, Ludhiana. It is wrong and denied that the raising of hospital has destroyed the amenities of the residents and children of the society to avail and have access to

leisure time in green, open environment. For the residents and their children, the society is having big parks to enjoy and play sports. However, it is correct that these days traffic congestion is there due to the haphazard parking of vehicles around the hospital and the other religious places also. It is wrong and denied that the connivance and collusion of some of the members and office bearers of the society and those of the respondent officials with the respondent hospital has permitted the illegalities to continue unabated.

5. That the contents of para no. 5 of the original application are absolutely wrong and are vehemently denied. There is no connivance of office bearers of the respondent no. 5 society with the respondent no. 6 hospital society. However, it is correct that out of the

members of the respondent no. 5 society, some have become the members of Shri Raghunath Mandir Society, Shri Raghunath Hospital Society, Shri Shiv Mandir Society, the Arya Samaj Mandir Society, Gurudwara Society, etc. It is pertinent to mention here that all the religious establishments, educational establishments and hospital services, etc. have been formed to cater the needs of the residents of Aggar Nagar and the nearby places.

6. That the contents of para no. 6 of the original application are wrong and denied. However, the answering respondent society had passed one Resolution and serve a show cause notice to Shri Raghunath Mandir Society and Shri Raghunath Hospital Society for the violation of the terms and conditions of the allotment. The rest of the contents

of this para does not relate to the answering respondent society.

7. That the contents of para no. 7 of the original application does not relate to the answering respondent society.
8. That the contents of para no. 8 of the original application does not relate to the answering respondent society.
9. That the contents of para no. 9 of the original application does not relate to the answering respondent society.
10. That the contents of para no. 10 of the original application does not relate to the answering respondent society.
11. That the contents of para no. 11 of the original application does not

relate to the answering respondent society.

12. That the contents of para no. 12 of the original application does not relate to the answering respondent society.

13. That the contents of para no. 13 of the original application does not relate to the answering respondent society.

14. That the contents of para no. 14 of the original application does not relate to the answering respondent society.

Last para of the original application is prayed clause, which is also wrong and denied.

It is, therefore, respectfully prayed that the present application may kindly

be ordered to be dismissed qua the
answering respondent society.

Sujidal
Sudal Gupta
Respondent No. 5,

Through Counsel,

Ravinder Kumar Sharma
(Ravinder Kumar Sharma)
Advocate
P/463/1993

Verification:

Verified that the contents of paras no. 1
to 7 of preliminary objections and paras
no. 1 to 14 on merits of the above written
statement are true and correct to the best
of my knowledge and belief and nothing has
been concealed therein, while last para is
prayer clause.

Verified at Ludhiana,
On 09/01/2026.

Sujidal
Respondent No. 5
Sudal Gupta

BEFORE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH
AT NEW DELHI.

In Original Application No. 502/2025

Arvind Goel

Applicant

VERSUS

Municipal Corporation, Ludhiana & Others

Respondents

AFFIDAVIT

I, Suresh Jindal, President of The Ludhiana Aggarwala Coop. House Building Society Ltd. Aggar Nagar, Ludhiana, do hereby solemnly affirm and declare as under:-



1. That the accompanying written statement has been drafted on my instructions and all the facts mentioned in the written statement are true and correct to the best of my knowledge and the contents of the same may kindly be read as part and parcel of this affidavit.

Certified that the affidavit has been readover & explained to the deponent who seemed perfectly understand at same at the time making there of

Suresh Jindal
Deponent

Verification:-

I, the above named deponent further solemnly affirm and declare that the contents of my above affidavit are true and correct to the best of my knowledge and nothing has been concealed or misstated therein.

Verified at Ludhiana,
On 09/01/2026.

Suresh Jindal
Deponent

Signature - *[Signature]* & Identified

Notary Public, Ludhiana (T)

09/01/26

[Signature]
Rajinder Kumar Sharma
Advocate

Ch. No. 509
Expt. Co. 1/2/26

I know the deponent/executor
& He/She signed or R.T.I./L.L.I.
Marked in my presence



Vakalatnama

IN THE COURT OF

Before The National Green Tribunal, Principal

Suit/Appeal No.

Original Application No. 502/2025 Bench At New Delhi

In re:

Arvind Coel

Plaintiff /Appellant /Petitioner/ Complainant

VERSUS

Municipal Corporation, Ludhiana & Others

Defendant/Respondent/ Accused

KNOW ALL to whom these present shall come that I/We.....the

above named.....do hereby appoint:

(herein after called the advocate/s) to be my/our Advocate in the above noted case authorize him:



Ravinder Kumar Sharma

B. Sc., LL.B., ADVOCATE

Enrollment No.: P/463/93

Chamber No. 509, New Dist. Courts

LUDHIANA Mobile No.: 98150-25573

- To act, appear and plead in this Court or in any other Court in which the same may be tried or heard at the appellate Court including High Court 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, to admit and/or deny the documents of opposite party.
- To withdraw or compromise the said case or 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 monthly 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 pow 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 the undersigned do hereby agree to rectify 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 proposes.
- And I/We undertake that I/We or my/our duly authorised agent would appear in Court on all hearings and will inform the Advocate for appearance when the case is called.
- And I/We the 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 to hereby agree that in the event of the whole or part of 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 fees only for the above case and above Court. I/we hereby agree that once fee is paid, I/We will not be entitled for the refund of the same in any case whatsoever and if the case prolongs for more than 3 years the original fee shall be paid again by me/us.

IN WITNESS WHEREOF I/We do hereunto set my/our hand to these presents the contents of which have been understood by me/us on this.....8.....day of.....Jan.....2025 Accepted subject to the terms of the fees.

Advocate

Signature of Advocate
8/1/2026



Ravinder Kumar Sharma

B. Sc., LL.B., ADVOCATE

Enrollment No.: P/463/93

Chamber No. 509, New Dist. Courts

LUDHIANA Mobile No.: 98150-25573

Client

Indupreeti
Sujinderal
Vice-President
The Ludhiana Aggarwala Co-op House Building Society Ltd
Aggar Nagar, Ludhiana
President
The Ludhiana Aggarwala Co-op House Building Society Ltd
Aggar Nagar, Ludhiana

The Ludhiana Aggarwala Co-operative House Building Society Ltd.

AGGAR NAGAR, FEROZEPUR ROAD, LUDHIANA - 141 012.

Ref. No. _____

Dated _____

COPY OF RESOLUTION NO.5 DATED. 20/12/2023 PASSED BY THE MANAGING COMMITTEE OF THE LUDHIANA AGGRWALA CO.OP HOUSE BUILDING SOCIETY LTD, AGGAR NAGAR, LUDHIANA.

AGENDA

To consider to authorize to institute/defend the court cases, appear on behalf of the society, to appoint Advocates and to pay pay their fees and misc. expenses.

DECISION

Considered & approved that Sh. Suresh Kumar Jindal, President, or Sh. Ram Kumar Gupta, Vice-President/ Hon. Secy, or Smt. Indu Gupta- Committee member, or Smt.Monika Goyal-Treasurer, or S.Gurcharan Singh- Committee member or Sh.Krishan Kumar Manager society are authorised to institute/defend the suit/suits, sign the pleadings, written statements /plaints filed by the society or filed by any other person on the society. Out of the above, two authorised persons are authorised to do all legal work of the Society. They are also authorised to engage the advocates, pay their fees and other misc. expenses, act done by these shall be deemed to be the act of the society. Further Sh.Kuldeep Kumar, Acc./Clerk and Sh. Shiv Kumar clerk, are authorised to attend the court cases on behalf of the society. Approved with majority.Sh.Rajesh Gupta, Sh. Naveen Gupta & Sh.Vipan Singhania suggested that the legal expenses will be minimised. But Sh.Suresh Kumar Jindal, Sh.Ram Kumar Gupta, Smt.Indu Gupta,Smt.Monika Goyal & S.Gurcharan Singh said that there is no definition of minimum. So all expences will be done according to the need of the society. Sh.Rajesth Gupta, Sh. Naveen Gupta and Sh. Vipan Singhania further said that in future, when society will engage advocates, then they should inform us. But Sh. Suresh Jindal, Sh. Ram Gupta, Smt.Indu Gupta,Smt.Monika Goyal & S.Guecharn Singh said that it is not possible to inform. So above said Resolution passed with majority.

sd/-in English
(SURESH KUMAR JINDAL)
PRESIDENT

sd/-in English
(RAM KUMAR GUPTA)
VICE-PRESIDENT

sd/-in English (INDU GUPTA)
(INDU GUPTA)
COMMITTEE MEMBER

sd/-in English
(GURCHARAN SINGH)
COMMITTEE MEMBER

sd/-in English
(VIPAN SINGHANIA)
COMMITTEE MEMBER

sd/-in English
(NAVEEN GUPTA)
COMMITTEE MEMBER

sd/- in English.
(RAJESH GUPTA)
COMMITTEE MEMBER

sd/- in English.
(MONIKA GOYEL)
COMMITTEE MEMBER

It is certified that copy of resolution No.5 Dated. 20-12-2023 is true copy book containiag in this entry is in the custody of the society.

Manager-cum-Executive Engineer
The Ludhiana Aggarwala Co-op.
House Building Society Ltd.,
Aggar Nagar, Ludhiana