

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

**IN THE MATTER OF :**

**MOHAN SINGH BAGDARI**

**...APPLICANT**

**VERSUS**

**STATE OF UTTARAKHAND & ORS.**

**...RESPONDENTS**

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**NOTE:**

- (i) **The present Written Submissions are being filed in terms of the order dated 05.08.2025.**
- (ii) **The Ld. Counsel for the Petitioner has been served and proof of service is attached at Pg.**

**31.08.2025  
NEW DELHI**



**Filed By:  
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New Delhi-110024**

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**WRITTEN SUBMISSIONS ON BEHALF OF THE RESPONDENT NO. 5**

**I. LIST OF DATES**

<b>DATE</b>	<b>PARTICULARS</b>
01.04.2004	M/s Vijay Builders, a partnership firm at Office at Hotel Vijay Palace, Kedarnath Road, Tilwara, Rudraprayag registered before the Registrar of Chits and firm Dehradun, Uttarakhand, incorporated for the business of construction since 2004.  Over the years the firm has successfully executed more than 50 projects and has never been accused of violating any guidelines, governing the concerned projects.
2018	Uttarakhand Rural Roads Development Agency (URRDA) floated a tender bearing Tender ID: 2018 CCUK 66189-33 under Pradhan Mantri Gram Sadak Yojna (PMGSY) for the construction of Semlata to Kafna-Satni Motor Road Stage-I, Length-12.00 km and routine maintenance of the work for the two years after the completion of construction.
11.10.2018	M/s Vijay Builders participated in the tender process and emerged as L1 bidder and was awarded the tender. After the completion of the preliminary documentation and obtaining mandatory permissions, agreement between Chief Engineer, URRDA and a Partnership Firm titled as 'M/s Vijay Builders', Hotel Vijay Palace, Kedarnath Road, Tilwara, Rudraprayag was executed for execution of Semlata to Kafna-Satni Motor Road Stage-I, Package No.-UT-10.39, Length 12.00 Km and routine maintenance of the work for two years for the contract price of Rs. 694.67 Lakh (Rupees Six Crore Four Lakh Sixty Seven Thousand Only).
01.10.2020, 07.07.2022 & 27.04.2024	Agreement was commenced. Contract was completed on 07.07.2022 and satisfactory Certificate for Completion of Work dated 27.04.2024 was duly issued by the Executive Engineer, PMGSY ID Jakholi.
17.01.2023	Complaint was filed by the Mr. Mohan Singh Bagdri before NGT, New Delhi alleging the non-disposal of debris from the construction of motor road in Bardari Gad under the construction by PMGSY in development block Jakholi District.

09.11.2024	Mohan Singh Baghdri filed a complaint regarding 02 Gharaats being affected due to dumping of debris from road construction work on Semalta Kafna Dungra motor road and bridge construction work in Bhardari Gad in the river.
19.11.2024	The Hon'ble NGT directed the respondent, to conduct a joint on site inspection in the matter and provide a report.
11.12.2024	NGT converted the complaint as an application bearing OA No. 1144/J2024 and directed the authorities to constitute Joint Committee. Pursuant thereto, Joint Committee was constituted and conducted an inspection at the site.
04.01.2025	Joint Committee filed its report on 11.12.2024, wherein, it observed the violation of Construction and Demolition Waste Management Rules.2016.
08.01.2025	Notice was issued to M/s Builders as Respondent No. 5 with the direction to file the reply.
06.02.2025	Sub District Magistrate, Rudraprayag vide letter No. 1756/33-10 (2024-2025) dated 06.02.2025 directed the Deputy District Magistrate, Rudraprayag to submit a report vide inspection dated 11.12.2024.
10.02.2025	The Deputy District Magistrate vide letter No. 92/Alhmad-Misc/2023-2024 dated 10.02.2025 submitted its report wherein it mentioned that the subject site was inspected by the committee constituted 11.12.2024 stating that Respondent No. 5 was directed by the PMGSY Irrigation Section, Jakholi to remove the debris and construct the parallel wall crate wall parallel to the Bhardari Drain and the same has been installed.
11.02.2025	Respondent No. 5 filed its reply on 11.02.2025
14.02.2025	NGT give direction to M/s Vijay Builders/Respondent No. 5 to file additional response stating : a) Muck collected during and after construction. b) Muck Utilized during and after construction c) Muck disposed during and after construction d) Pictures/google images/videos showing the same.
15.02.2025	A Fact Finding Committee was constituted to assess the environmental damage caused by the disposal of debris from the construction of bridge at Bardari Gad and Semalta Kafna Dungra motor road under construction by PMGSY Jakholi.
24.02.2025	That in compliance of the order dated 14.02.2025, the Fact Finding committee vide its report dated 24.02.2025 recommended the calculation of environment compensation against PMGSY (Irrigation Block), Jakholi, District Rudryaprayag and M/S Bridge, Distt. Rudraprayag and Roof Co(I), Ltd. (Respondent No. 6) for non disposal of debris property.
11.03.2025	The officer of the Executive Engineer, PMGSY (Special Purpose) to Sub-District Magistrate, Rudraprayag District informing that the site identified by the department, the Respondent No. 5 has erected a wire crate wall paralle to Bardari Gad, so that there is no possibility of debris entering Bhardari Gad in future, and by removing of debris/ boulders that had entered the Bhardari Gad, the flow of the Bhardari Gad has been increased as before.
12.03.2025	letter sent by Deputy District Magistrate, Rudraprayag to District Magistrate Rudraprayag updating about the report
17.03.2025	The Member Secretary, UKPCB vide letter dated 17.03.2025 bearing No. 1896 directed the PMGSY (Irrigation Block), Jakholi, District Rudryaprayag, Ltd. to deposit environment compensation of Rs. 2,15,221/-.

17.03.2025	The Member Secretary, UKPCB vide letter dated 17.03.2025 bearing No. 1895 directed the M/S Bridge, Distt. Rudraprayag and Roof Co(I), Ltd. to deposit environment compensation of Rs Rs. 6,06,332/-
18.03.2025	The respondent No. 5 filed its additional reply stating the amount of muck collected, utilized and disposed before and after the construction alongwith the pendrive comprising of google images/pictures/videos.
08.07.2025	The Hon'ble Tribunal directed the UKPCB to file within three weeks the Action Taken Plan regarding the utilization of the Environmental compensation which is deposited with it for redemption of the environmental damage control.
22.07.2025	The Member Secretary, Uttarakhand Pollution Control Board vide letter 22.07.2025 informed the regional officer, Dehradun that the environmental compensation of Rs. 2,15,221/- (Two Lakhs Fifteen Thousand Two Hundred and Twenty One Only) imposed on PMGSY and Rs. 6,06,332/- (Six Lakhs Six thousand Three Hundred and Thirty Two Only) imposed on M/S Bridge, Distt. Rudraprayag and Roof Co (I), Ltd. Vide the said letter, the Regional Officer, Dehradun was directed to submit the action plan wrt the restoration of site after co-ordinating with the Sub-Divisional Magistrate, Rudraprayag and the Divisional Forest Officer, Rudraprayag.
25.07.2025	The Regional Officer, Dehradun Vide letter dated 25.07.2025 requested the Divisional Forest Officer, Rudraprayag and Sub-Divisional Magistrate, Rudraprayag to provide the action plan for restoration of environmental damage at the site in question to the office by 02.08.2025, so that the information related to the action plan can be made available to the Board Headquarters in time.
02.08.2025	The Regional Officer, Dehradun vide letter dated 02.08.2025 informed the Member Secretary, UKPCB that an action plan for the restoration of environmental damage caused at the site in question has been submitted by the office of Divisional Forest Conservator, Rudraprayag.  The action plan outlines the remedial measures undertaken In the affected area., including the construction of contour trenches and drainage systems, as well as plantation of grass species to stabilize the soil.

## II. BACKGROUND & SUBMISSIONS

1. The Respondent No. 5 is filing the present Written Submissions pursuant to the order dated 05.08.2025 passed by this Hon'ble Tribunal in the present Original Application 1144/2024 defying the allegations qua non-compliance of the Construction and Demolition Waste Management Rules, 2016 due to disposal of debris and waste generated during the construction of Semalta to Kafna-Satni Motor Road Stage-I, Length-12.00 Km.
2. That the bone of contention arises from the representation made by Mr. Mohan Singh Bagdri (Petitioner), to the Registrar General of this Hon'ble (Page 2 of the Paperbook) Tribunal. Vide the said representation, the following issues were raised by the Petitioner:

- Due to the construction of the motor road and the bridge, a heap of debris is lying in the ‘Bhardari Gad’; **[Para 4]**
  - Excavation carried out at two places, for the construction of the bridge, has affected the water flow in the nearby river. **[Para 4]**
  - Due to the construction of the road and the bridge, 2 ‘Gharats’ in the ‘Bhardari Gad’, have been damaged. **[Para 5]**
  - Due to the change in the location of the bridge and excavation work carried out in pursuance thereto, the water stream, responsible for flow of river water to the ‘Gharat(s)’ was completely dug out and completely blocked. **[Para 5]**
3. On the basis of the above-mentioned allegations, the following reliefs/ directions were sought by the Petitioner from this Hon’ble Court **[Page 2]**:
- i. Direct the contractor of PMGSY (Respondent No. 5) to construct a dumping zone, at the vacant land near the bridge and dump all the debris lying in the ‘Bhardari Gad’, in the said dumping zone. **(Para 1)**
  - ii. Issue appropriate directions to the concerned authorities, to further direct the contractor of the bridge (Respondent No. 6) to dump the debris lying in the Bhardari Gad” in the dumping zone. **(Para 2)**
  - iii. Issue appropriate directions to the concerned authorities, to identify and allot an alternate place for re-construction the ‘Gharats’, that were damaged due to the construction of the road and the bridge. Further, grant appropriate compensation to the villagers for reconstruction reconstruct the ‘Gharats’. **(Para 3)**
  - iv. Issue directions to PMGSY to convert the dumping zone into a public park, as provided in the PWD notification No. 522/ 2017, dated 29.05.2017. **(Para 4)**
  - v. Issue appropriate directions to the concerned authorities to install an open gym in the said public park. **(Para 5)**
4. Considering the representation of the Petitioner, this Hon’ble Tribunal was pleased to constitute a Joint Committee, consisting of senior government officials to conduct a physical insoection of the area and submit a report before the Hon’ble Tribunal. The Joint Inspection Report dated 11.12.2024 alleging that the respondents failed to duly comply with the Construction and Demolition Waste Management Rules, 2016 due to following reasons:
- (i) Width of the water flown in the Bhargdari Gad has reduced due to falling of the debris emitted from the road construction and rainy season on the site.
  - (ii) A wire crates installed under the bottom of the dumping yard at site, were found damaged due to excess debris generated.

- (iii) Due to the additional debris generated from the dumping yard coming into the Bhardari Gad the water mills (02 Gharhaats ) have been damaged.
5. Pursuant thereto, the Hon'ble NGT vide directions dated 08.01.2025 and 14.02.2025 directed the respondent No. 5 to give explanation as to the allegation and utilization of the debris/muck generated before and after the construction. In response, the respondent No. 5 filed its reply and additional reply stating the amount of muck collected, utilized and disposed before and after the construction alongwith the pendrive comprising of google images/pictures/videos.
6. On the basis of the above said background the respondent No. 5 submits the following:
- a) The project was initiated by Uttarakhand Rural Roads Development Agency (URRDA) under Pradhan Mantri Gram Sadak Yojna (PMGSY) for the construction of Semlata to Kafna – Satni Motor Road Stage -I , Length 12.00 Km and Routine Maintenance of the work for two years after the completion of construction.
  - b) That respondent No. 5 was awarded the tender for the construction Semalta to Kafna 12 km road from 11.10.2018. In strict adherence to the tender document and agreement executed in pursuance thereto, the Respondent No. 5 successfully completed the construction of the road by 07.07.2022 and was finally issued a completion certificate dated 27.04.2024, by the concerned authorities.
  - c) That the Fact Finding Committee report dated 24.02.2025 followed by a letter dated 12.03.2025 (**Page 314**) by Deputy District to District Magistrate, Rudraprayag, records that as per the revenue record, the site in question is outside the reserved forest land and is a civil land. The debris generated from the excavation of work done for the construction of the road cutting was dumped in the dumping yard and the debris generated from the excavation work generated from the bridge went into Bhardari Gad, due to which the width of the ghat was decreased and the previously installed garhaat was damaged. The debris collected on the spot was measured and the details showing the PMGSY and Respondent No. 6 are liable for wrongful disposal of debris, to the following extent:

SNO	AGENCY	DEBRIS COLLECTED ON THE SPOT
1.	PMGSY(Irrigation Section)	585.58 cubic meter
2.	Bridge and Roof Co.	1649.70 cubic meter

- d) It is essential to state that the respondent No. 5 is bound by the terms and conditions of the Contract dated 11.10.2018 where, it had to carry out all instructions of the Engineer, which comply with the applicable laws where the site is located.

- e) It is submitted that the respondent No. 5 at the time of incident was under Defects Liability Period. Accordingly, on instructions of the Engineer vide Clause 32 of the Contract, the respondent no. 5 immediately swung into action and reused and utilized the debris and spoils generated to the extent feasible. The residual debris and spoils were disposed of with the prior approval of the Engineer. The total amount of muck generated, utilized and disposed of in the dumping zone are:

Total Debris	Material Disposal by Cartage	Reused Material for road construction	Total Disposal in Dumping Zone.	Balance Debris
289184.48	120750.75	168433.73	120750.75	0.00

- f) That the respondent No. 5 has duly complied with terms and conditions of the contract and Construction and Demolition Waste Management Rules, 2016, *inter alia*, the following reports and letters affirms its stand:
- i) The Deputy District Magistrate vide letter dated 10.02.2025, while referring the report dated 11.12.2024, affirms the position of Respondent No. 5 that it was directed by the PMGSY Irrigation Section, Jakholi to remove the debris and construct the parallel wall crate wall parallel to the Bhardari Drain and the same has been installed.
  - ii) The Fact Finding Committee Report dated 24.02.2025 (**Page3 14**) asserts that the respondent No. 5 has not violated any rule or guidelines, vide disposal of debris.
  - iii) The officer of the Executive Engineer, PMGSY (Special Purpose) vide letter dated 11.03.2025 to Sub-District Magistrate (**Page 324**) , Rudraprayag District further asserts that the Respondent No. 5 has erected a wire crate wall parallel to Bardari Gad, so that there is no possibility of debris entering Bhardari Gad in future, and by removing of debris/ boulders that had entered the Bhardari Gad, the flow of the Bhardari Gad has been increased as before. The photographs of the extra wire crates have been installed.
  - iv) That the Member Secretary, UKPCB vide letter dated 17.03.2025 (**PAGE 319**) bearing No. 1896 directed the PMGSY (Irrigation Block), Jakholi, District Rudraprayag, Ltd. to deposit environment compensation of Rs. 2,15,221/- (Two Lakhs Fifteen Thousand Two Hundred and Twenty One Only) for the damage caused. Whereas, M/S Bridge, Distt. Rudraprayag and Roof Co(I), Ltd. was directed to deposit environment compensation of Rs Rs. 6,06,332/- (Six Lakhs Six thousand Three Hundred and Thirty Two Only) which is three times

more than the penalty imposed on PMGSY, thereby making it evident that respondent No. 6 has caused more loss during the construction. this on the face of it proves that the respondent No. 5 was more prompt, vigilant and diligent to act in accordance with law.

- g) It is essential to consider that Rudraprayag district is one of the most landslide-prone districts in the country as certified by the data released by Indian Space Research Organization (ISRO).
- h) Due to such nature of site in question, it is important to note that the respondent No. 5 is protected vide clause 47 of the General Conditions of Contract as the damage was caused due to the natural misfortune as the landslide occurred in the site under construction due to heavy rainfall, which brought the debris from the construction site directly down the dumping yard, thereby damaging the wire crates and walls of the dumping yard, as a result the debris fell into the bhardari gaad.
- i) Despite of that, the respondent showed its due diligence by taking all necessary precautions at its own cost, as averred in the above -mentioned reports and letters. the following remedial actions were taken by Respondent No. 5, to prevent such damage in the future and to restore the water flow **(Page 328)**:
- Removal of debris/ boulders from the 'Bhardari Gad';
  - Installation of wire crates wrapped wall, adjacent to the 'Bhardari Gad', so that debris could not fall in the 'Bhardari Gad' in the future.
  - Restoration of water flow & thickness of the water stream in the 'Bhardari Gad', by removing all blockages.
- j) Therefore, on the basis of the abovesaid factum, the respondent No. 5 by not committing the damage at its own expense is not bound by the perils of clause 47 of the General Conditions of Contract.

As an alternative, the Respondent No. 5 is further ready and willing to take any further steps/ measures, that may be required for restoration of the environment and protection thereof.

31.08.2025  
NEW DELHI



**Filed By:**  
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**OA1144/2024- Mohan Singh Bagdri v. State of Uttarakhand**

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To: <mohans.bagari1958@gmail.com>

Sun, 31 Aug at 8:13 PM

Respected Sir,

I am serving you our written submissions on behalf of respondent No 5 in the above captioned matter for your perusal.

Thank you

[Quoted text hidden]

MOHAN SINGH BAGDARI Final WRITTEN SUBMISSIONS 2.pdf