

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL

EASTERN ZONE BENCH, KOLKATA

ORIGINAL APPLICATION NO. 62/2023/EZ

In The Matter of:

Nabyendu Moulik

... Applicant

Versus

State of West Bengal & Ors.

... Respondents

REJOINDER AFFIDAVIT ON BEHALF OF THE RESPONDENT NUMBER 05,
THE CHAIRMAN MAL MUNICIPALITY, JALPAIGURI.

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Filed by:-

Prithwish Kumar Basu

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THE CHAIRMAN MAL MUNICIPALITY, JALPAIGURI.

I, Sri Swapan Saha, S/o Late Narayan Saha, by faith-Hindu, and working for gain as the Chairman, Mal Municipality, having office at P.O- Mal, District: Jalpaiguri, Pin: 735221, do hereby solemnly affirm and submit as follows:-

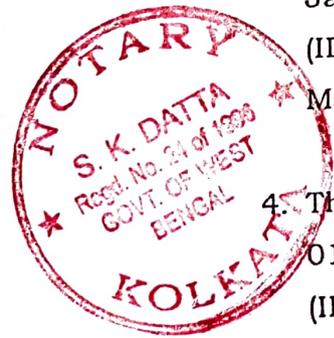
1. That I am working as the Chairman of Mal Municipality, District: Jalpaiguri and I am well aware about the facts and circumstances of the instant original application.
2. That the applicant has filed an affidavit dated 19.01.2024 and the copy of the said affidavit has been served upon the deponent through his Learned Counsel.

3. That in the said affidavit filed by the applicant it is stated in paragraph 3 it is stated that although the process of setting up of dumping ground has been identified and the dumping of garbage in the river mal has been stopped, but till now the construction of dumping ground has not been done for which the problem of the residents of the Mal city continues.

In this regard it is stated that in the earlier affidavit filed on behalf of the District Magistrate, Jalpaiguri dated 04.12.2023 in which it has been categorically stated that vide letter dated 10.10.2023, the Additional District Magistrate (LR) & District Land & Land Reforms Officer, Jalpaiguri informed the Block Land & Land Reforms Officer (B. L. & L.R.O), Matelli, regarding sending of fresh Inter Departmental Transfer (IDT) of land in favour of Urban Development & Municipal Affairs department, Government of West Bengal for setting up of dumping ground for Mal Municipality.

Moreover it is stated that in the said affidavit it has also been specified the District Magistrate & Collector, Jalpaiguri, vide letter dated 12.10.2023, has informed the Additional District Magistrate (G) Jalpaiguri for initiating proposal for new Inter Departmental Transfer (IDT) for setting up of a dumping ground for SWM project within the Mal Municipality area.

4. That the District Magistrate & Collector, Jalpaiguri, vide letter dated 01.11.2023, has also sent a proposal for Inter Departmental Transfer (IDT), to the Secretary & Land reforms Commissioner, Land 7 land Reforms and Refuge Relief and Rehabilitation department, Government of West Bengal in favour of Urban Development & Municipal Affairs department, Government of West Bengal for setting up of dumping ground for Mal Municipality, Jalpaiguri district with respect to the schedule land as mentioned therein.



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5. That this deponent also reiterates that the identification and setting of dumping ground for Mal Municipality is required and the process for the same has already been initiated by the District Administration and the concerned Departments, Government of West Bengal.

6. That it is also submitted by this deponent that the Mal Municipality has entered into a Memorandum of Understanding (MOU) dated 04.12.2023 with Odlabari Gram Panchayet, for Solid Waste Management (SWM) Project of Mal Municipality and in the interest of public, due to scarcity and non availability of suitable land for dumping the waste of Mal Municipality.

The land on which the dumping of garbage and other waste of Mal Municipality would be done has been identified as Mouza- Dakshin oodlabari, J. L. No. 019, KKhatian L.R. No. 1, comprising of 0.48 acre for a period of 3 (three) years on certain terms and conditions.

Photocopy of the MOU dated 04.12.2023 entered between Mal Municipality and Odlabari Gram Panchayet is annexed herewith and marked with the letter 'R-1'.

7. That with respect to the affidavit date 19.01.2024 filed by the applicant in paragraph 4 it has been stated 'The Mal River disaster in 2022 was caused by River bed filling in which several local influential persons were involved to which necessary action may be taken'.

In this regard it is submitted that the Harpa Ban i.e the disaster which came in the month of October, 2022 was due to Natural Calamity which is an Act Of God and the same being beyond the control of human being but precautions and necessary measures may be certainly taken by the concerned department and district administration.



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8. That this deponent most humbly states and submits that the Mal Municipality with deep regard of the Solemn Orders passed by this Hon'ble Tribunal and will comply with any direction as may be directed by this Hon'ble Tribunal.

Identified by me

Prithwish Kumar Ban

Advocate

Santosh Kumar Datta
CHAIRMAN
Mal Municipality
Deponent

Chairman
Mal Municipality



VERIFICATION:

I, the deponent above- named, do hereby verify and declare that the statements made in the aforesaid paragraphs are true and correct to the best of my knowledge and information and I believe that nothing material has been concealed there from.

Verified at Kolkata on .. 23rd Day of January, 2024.

Identified by me

Prithwish Kumar Ban

Advocate

Santosh Kumar Datta
CHAIRMAN
Mal Municipality
Deponent

Chairman
Mal Municipality

SANTOSH KUMAR DATTA
NOTARY
90/1A, Hari Ghosh Street
Kolkata-700008
Regn. No.- 24 of 1999

Solemnly Affirmed
&
Declared before me
on Identification of Advocate

S.K. Datta
S. K. DATTA
NOTARY 23.01.2024



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AL 991168

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is executed at the Office of the Councilors, Mal Municipality, Jalpaiguri on 04th December, 2023

BETWEEN

The Mal Municipality represented by the Chairman, Mal Municipality having office at Mal (Herein after referred to as first part) (which expression shall unless repugnant to the context or meaning thereof be deemed to include his executor, administrators and official assigns) of the First Part;

AND

The Oodlabari Gram Panchayat represented by the Pradhan, Oodlabari Gram Panchayat having office at Oodlabari (Hereinafter referred to as second part) (which expression shall unless repugnant to the context or meaning thereof be deemed to include his executor, administrators and official assigns) of the Second Part;

OBJECTIVES

1. SWM provision for Mal Municipality.
2. For the interest of the public and due to scarcity/ non-availability of suitable land for SWM Project for Mal Municipality, the rural SWM unit at Oodlabari Gram Panchayat would be tagged by signing MOU between the Municipality and the Gram Panchayat.

II.

OBLIGATION AND DUTIES OF ALL THE STAKEHOLDERS

Whereas in view of abating pollution and protecting environment SWM for Mal Municipality is of utmost importance, the present MOU is being signed by the Chairman, Mal Municipality and the Pradhan, Oodlabari Gram Panchayat so that SWM Project for Mal Municipality may be implemented.

Whereas the distance between Oodlabari Gram Panchayat and Mal Municipality is 18.5 km only now, therefore, under the following terms and conditions it is hereby decided that SWM for Mal Municipality may be set up at Dakshin Oodlabari, Oodlabari Gram Panchayat (location) measuring an area about 0.48 acres:

Land Schedule

Mouza: Dakshin Oodlabari

JL No.: 019

Khatian No.: LR- 1

Plot No.:

Comprising area: 0.48 Acre

Boundary - East Chel river irrigation bandh, West - Vacant Land, North - Vacant Land, South - Vacant Land

1. Land ownership shall not be transferred from Oodlabari Gram Panchayat to Mal Municipality.
2. No taxation or any other charge shall be claimed by Oodlabari Gram Panchayat.
3. A part of maintenance and operational cost of the SWM unit shall be borne by Mal Municipality.
4. Whichever employment opportunity shall be generated preference shall be given to the people of Oodlabari Gram Panchayat and shall have to be a member or SHG the decision of the Gram Panchayat shall be final and only intimation should be forwarded to the Municipality.
5. Profit and earning which shall be generated from this project will solely be the Own/General fund of Oodlabari Gram Panchayat.
6. The existing Central Processing Unit (CPU) of Oodlabari Gram Panchayat shall be modernized / extended having capacity of incorporating wastes of both Mal Municipality and Oodlabari Gram Panchayat.
7. **Tenure of MOU agreement shall be decided by SUDA before signing of this MOU.**
8. Provision of the agreement cannot be waived except by written consent from the Department of UD & MA or so.
9. For disputes about individual complains / between the parties, a committee of members is to be setup which shall render its decision within 30 days.
10. The collection may decline to collect any bag, dustbin or pile of solid waste which is not properly contained or placed in accordance with the requirement of bye-laws.
11. (a) Services to Government PHCS and Health Sub-Centre within Oodlabari Gram Panchayat area shall be at least once s per week. However, No hazardous and infectious article shall be collected from health institution or any other place and never shall be carried to the SWM project of Oodlabari Gram Panchayat .
(b) Services to Kishan Mandi vegetable markets shall be at least once time per week.
(c) Service to other institutional facilities like schools /Govt. office shall be at least 2 times per week.

12. Only waste vegetable and non-biodegradable waste of non-infectious type shall be collected from Mal Municipality area. No hazardous and infection like decomposed and decomposing meat, fish, fish/meat product or residue waste, drain garbage etc. shall be collected and carried to SWM at Oodlabari Gram Panchayat from Mal Municipality area. Also no dead bodies/body parts of any death domestic or wild animals shall be collected from any other and never shall be carried to the SWM project. This agreement will take effect from 05-12-2023 and will continue till 31-12-2026.

III. GENERAL

1. All the additions, supplements, amendments or variations to this MOU shall be in writing as agreed to by the parties and shall be jointly signed by the duly authorized representatives of the parties.
2. The jurisdiction of the MOU shall be Jalpaiguri District.

In witness, whereof the parties hereto by their duly authorized representatives execute this MOU on the day first above written.

FOR AND ON BEHALF OF

The Chairman, Mal Municipality

Witness

1. *Swapan Saha*
2. *Sandip Chakraborty*

FOR AND ON BEHALF OF

The Pradhan, Oodlabari Gram Panchayat

Witness

1. *Moumita Ghosh (PRADHAN - Oodlabari G.P.)*
2. *Tasimul Haque*

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JALPAIGURI.

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