

**BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH
NEW DELHI**

ORIGINAL APPLICATION NO. 36/2024

IN THE MATTER OF:

AMARDEEP

President, Residential Welfare Society
124, Sushant City Sector-7A,
Asnal Sushant City, Meerut,
State of Uttar Pradesh

...Applicant

Verses

- 1. STATE OF UTTAR PRADESH**
Through Chief Secretary,
Government of Uttar Pradesh,
101, 'B' Block, Lok Bhawan, U.P. Secretariat,
Lucknow – 226001
- 2. VICE CHAIRMAN
MEERUT DEVELOPMENT AUTHORITY**
Civil Lines, Vikas Bhawan
Meerut, Uttar Pradesh-250003
- 3. COMMISSIONER
MUNICIPAL CORPORATION, MEERUT**
Near Ghanta Ghar,
Kaiser Ganj Road,
Meerut, Uttar Pradesh - 250002
- 4. UTTAR PRADESH POLLUTION CONTROL BOARD**
Building No. TC-12V,
Vibhuti Khand, Gomti Nagar,
Lucknow-226010
- 5. DISTRICT MAGISTRATE, MEERUT**
Office of the District Magistrate,
Collectorate, Meerut

6. M/S. ANSAL LANDMARK TOWNSHIP PVT. ANSAL BHAWAN
Kasturba Gandhi Marg,
New Delhi- 110001

7. M/S. STAR FACILITY MANAGEMENT PVT. LTD.
Flat No. E001, G.F., Sushant City
Vedvyaspuri, Meerut- 250002

...Respondent(s)

COUNSELS FOR APPLICANT:

Applicant in person (through VC)

COUNSELS FOR RESPONDENT(S):

Mr. Ankit Verma, Advocate for State of U.P.
Mr. Rachit Mittal, Mr. Kanishk Raj and Mr. Adarsh Srivastava, Advocates
for MDA with Mr. Abhishek Pandey, Vice Chairman
Mr. Amit Shukla, Ms. Neha Shukla, Mr. Dev Shukla and Mr. Atul Mishra,
Advocates for UPPCB
Mr. Malak Bhatt, Ms. Nitya Prabhakar and Ms. Surbhi, Advocates for
respondent no. 6

CORAM:

HON'BLE MR. JUSTICE SUDHIR AGARWAL, JUDICIAL MEMBER
HON'BLE DR. AFROZ AHMAD, EXPERT MEMBER

RESERVED ON: NOVEMBER 06, 2024
PRONOUNCED ON: MARCH 19, 2025

JUDGMENT

BY HON'BLE MR. JUSTICE SUDHIR AGARWAL, JUDICIAL MEMBER

1. This Letter Petition dated 02.07.2023 was received from Amardeep, President, Ansal Sushant City Sector-7A, Residential Welfare Society, complaining about non-disposal of solid waste in the above society by the developer and, thereby, causing damage to environment, and, registered as Original Application (hereinafter referred to as 'OA') under Sections 14 and 15 of National Green Tribunal Act, 2010 (hereinafter referred to as

‘NGT Act, 2010’) in exercise of *suo-moto* jurisdiction in view of law laid down by Supreme Court in ***Municipal Corporation of Greater Mumbai vs. Ankita Sinha, (2022) 13 SCC 401.***

2. **Tribunal’s Order dated 20.02.2024:** Tribunal looked into the grievance on 20.02.2024 and for verification of facts, constituted a Joint Committee comprising representatives of Uttar Pradesh Pollution Control Board (hereinafter referred to as **‘UPPCB’**); Commissioner, Municipal Corporation, Meerut; and District Magistrate, Meerut. The Committee was directed to visit the site, look into the grievances of the applicant and representative of project proponent, verify the factual position, suggest appropriate remedial action and submit factual and action taken report within one month.

Joint Inspection Report filed on 05.04.2024:

3. Consequently, vide letter dated 05.04.2024 sent by Regional Officers, UPPCB, Meerut, Joint Committee Report has been submitted which shows that the site was inspected on 15.03.2024 in the presence of complainant. The Report has said that Ansal Sushant City is developed by M/s. Ansal Landmark Township Pvt. Ltd., Ansal Bhawan, K.G. Marg, New Delhi and situated at Vedvyaspuri Meerut, spread in 121.41 hectares area. The township was developed in the year 2007 in several sectors (stage wise) and Sector-7A is one of them. 171 plots were developed and sold in Sector-7A. At the time of joint inspection, 28 houses were complete and utilized for residential purposes and 04 were under construction. Consent to Establish (hereinafter referred to as **‘CTE’**) was granted by UPPCB vide letter dated 11.09.2008. Secretary, Meerut Development Authority, Meerut vide letter dated 03.12.2005

informed that in Vedvyaspuri project, external development work which includes Sewage Treatment Plant (hereinafter referred to as '**STP**'), zonal roads, drains and external electrification are due which have to be completed by Meerut Development Authority (hereinafter referred to as '**MDA**'). The observations, findings and remedial actions suggested by Joint Committee, stated in the report, read as under:

“During inspection only plastic waste in very less quantity has been found left and spread in the premises on vacant land. During inspection direction given to representative to remove scattered waste from vacant land of colony. Colony is under developing stage. Completion Certificate from Meerut Development Authority has not been obtained and Colony is not handed over to Municipal Corporation, Meerut.

*Representative of the developer Mr. Santosh Sharma, Dy. Project Manager (Services) informed in this regard that garbage is being collected by the service provider staff and handed over to Municipal Vehicles operating in other sectors. Provisions for Common Dust Bin have been made in this sector at different convenient places. Some of them are damaged. Representative also informed that sewer line is laid down and in operation. **04 external connections were proposed to connect with Public Sewer, 03 are already connected and 01 is blocked due to gradient level discrepancy, sewage of the same is being discharged using pump as per situation of storage, as sewage quantity is less (of the 06-07 houses).** Public sewer line leads to common STP operated by MDA. Representative has informed that garbage and plastic has been removed from site.*

*Representative of the developer also informed that **services could not be maintained properly due to non-payment of common area maintenance charges by residents.** Copy of the document provided by representative is attached as Annexure-03.*

Findings:-

- 1. Society is not fully developed.*
- 2. Completion Certificate from Meerut Development Authority has not been obtained and Colony is not handed over to Municipal Corporation, Meerut.*
- 3. It is observed that maintenance services are not proper in the society of alleged Sector 7A.*

Remedial Action suggestion:-

1. *Development of the project is to be completed as per schedule.*
2. *Developer should obtain Completion Certificate from Meerut Development Authority and Colony should be handed over to Municipal Corporation, Meerut as per provisions.*
3. *Service provider Company may be directed to improve their services according to offer and residents should pay for same as per terms and conditions, if exists.”*

4. **Tribunal’s Order dated 08.05.2024:** Report was considered by Tribunal on 08.05.2024 and in the light of the observations made therein, Tribunal impleaded following as respondents:

- i. State of Uttar Pradesh through Chief Secretary, Government of Uttar Pradesh;
- ii. Vice Chairman, MDA;
- iii. Commissioner, Municipal Corporation, Meerut;
- iv. UPPCB;
- v. District Magistrate, Meerut;
- vi. M/s. Ansal Landmark Township Pvt., Ansal Bhawan, Kasturba Gandhi Marg, New Delhi; and
- vii. M/s. Star Facility Management Pvt. Ltd. (hereinafter referred to as ‘**SFML**’).

5. Notices were issued to the said respondents and opportunity to file their responses was given.

Response dated 24.06.2024 filed by Regional Officer, UPPCB:

6. UPPCB, through Regional Officer, submitted its response vide letter dated 24.06.2024 wherein virtually, it reiterated facts mentioned in the Joint Committee Report. It is also stated that in view of the findings recorded by Joint Committee in its report, UPPCB issued a notice dated

12.06.2024 stating that it has started operation of the project without obtaining Consent to Operate (hereinafter referred to as '**CTO**') under Water (Prevention and Control of Pollution) Act, 1974 (hereinafter referred to as '**Water Act, 1974**') and Air (Prevention and Control of Pollution) Act, 1981 (hereinafter referred to as '**Air Act, 1981**') and therefore, the provisions of environmental laws are being violated. Respondent 6 was directed to obtain requisite CTOs by submitting appropriate applications failing which action in accordance with law shall be taken. Copy of the said show cause notice dated 12.06.2024 is annexure-II at page 33 of paper book.

Reply dated 07.08.2024 filed by respondent 6 on 09.08.2024:

7. Respondent 6 filed its detailed reply dated 07.08.2024. First of all, it has raised a preliminary objection that applicant Amardeep has no *locus-standi* to make any complaint since Resident Welfare Association is non statutory body not authorised to enforce individual contractual disputes in a legal capacity. The contracts regarding maintenance and sanitation services are between individual residents and SFML i.e., respondent 7.

8. Proceeding further, respondent 6 has stated that it is a pioneer in the field of construction of mega buildings, housing projects, etc. on PAN India basis for the last more than two decades. It has successfully developed and completed various projects remarkably well on time and without any complaint, with full satisfaction of its customers and in compliance of applicable provisions of law. Respondent 6 is a law-abiding entity, takes due and proper care for compliance of applicable laws particularly the laws, applicable to environmental protection. The

complaint made is false, vague and baseless. No violation of any applicable law has been shown by the complainant. Respondent 6 is diligently performing its duties in the development of the site which is still under development and Completion Certificate from MDA has not been obtained. Responsibility for daily maintenance including garbage collection has been contracted with respondent 7 (SFML). The complainant has sought a fishing and roving enquiry without any basis or detailed and material particulars given in the complaint. Complaint is based on isolated incidents and do not reflect upon overall efforts and measures implemented by Project Proponent and Service Provider. A significant factor contributing to alleged deficiencies in service is substantial pending maintenance dues from the residents and the accumulated amount is Rs.16,58,194/- for individual residents currently residing at the site. Besides, Rs.1,79,33,077/- is due in respect of plots inclusive of arrears, interest, principal and GST. This financial constraint has impeded the ability of SFML to provide consistent and high quality maintenance services. Resident Welfare Association (hereinafter referred to as '**RWA**') is supposed to perform its own duties, obligation etc. which it is not performing and complainant is only making complaint without performing corresponding duty. In order to show compliance with the relevant environmental and other laws, respondent 6 has placed on record following documents:

- (i) Environmental Clearance (hereinafter referred to as '**EC**') letter dated 16.01.2008 (at page 51);
- (ii) CTE dated 11.09.2008 (at page 57);
- (iii) Application dated 22.09.2014 for CTO under Water Act, 1974 and Air Act, 1981 (at page 65);

- (iv) Fire and Life Safety Certificate dated 20.08.2019 issued by Chief Fire Officer and Fire Protection Certificate dated 09.10.2020/10.10.2020 (at pages 66 and 67);
- (v) Electrical Safety Certificate dated 07.04.2017 (at page 68);
- (vi) Letter dated 13.06.2014 sent by Secretary, MDA to Regional Officer, UPPCB informing that the occupants of the residences in the project in question are discharging sewage which is being treated by 15 MLD capacity STP installed by MDA (at page 71);
- (vii) Labour License Certificate dated 24.07.2023 valid for the period of 01.04.2023 to 31.03.2028 (at page 72);
- (viii) Statement of account as on 03.07.2024 (at page 74);

9. Respondent 6 has further pleaded that the project in question is one of the biggest and prestigious townships in North India and its first phase itself is sprawled in approximately 300 acres consisting of modern high class facility being part of planned city. It has huge water tank with filtration plant and STP installation at multiple places. The township is under development since it is being developed in phases whereafter respective owners/applicants shall be handed over the property i.e., flats, demarcated plots and commercial units. Township includes planned roads, sewage systems, water supply, electrical systems and green spaces in every sector. **Completion Certificate from MDA has not yet been obtained and colony has not been handed over to Municipal Corporation, Meerut** (hereinafter referred to as '**MCM**'). Primary responsibility for waste management and public services lies with MCM. Respondent 6 is fulfilling its obligations as Project Proponent by developing infrastructure and engaging Service Providers but ongoing maintenance

and operational oversights are under the jurisdiction MCM. Any deficiency in service cannot be attributed to Respondent 6 since its role is limited to initial development phase, and MCM is accountable for effective management of municipal services within the site. Respondent 6 has implemented effective waste management system with garbage being collected by Service Provider staff and handed over to municipal vehicles operating in other sectors. Provisions for common dustbins have been made at convenient locations within the sector though some bins have been damaged. Primary responsibility however for waste disposal lies with MCM and not respondent 6. Township in Sector-7A was developed in 2007 as a plotted scheme and there was no outright sale of plots. The residents themselves constructed plots. Joint Committee also found that 171 plots were developed and sold in said Sector-7A whereagainst 28 houses were completed and being used for residential purposes by the owners, while 04 houses are in construction stage. Maintenance and enhancement of services is under development stage but primary responsibility of waste management lies with MCM. Sewer line in Sector-7A is operational, 03 out of 04 proposed external connections were made while fourth connection was blocked due to gradient issues resulting in the need to pump out sewage from 06 to 07 houses. Public sewer line leads to a common STP operated by MDA which also shows that primary maintenance responsibility lies with municipal authorities. The inaction if any, is on the part of MDA. Joint Committee Report highlights that maintenance services are not being adequately provided in Sector-7A and it is primarily due to significant outstanding maintenance charges owed by residents.

Additional Affidavit dated 24.09.2024 filed by respondent 6:

10. An additional affidavit dated 24.09.2024 was filed by respondent 6 whereby it placed certain documents on record and with respect to compliance with the general and specific conditions of EC, it has replied as under:

“PART A- SPECIFIC CONDITIONS AS PER EC CERTIFICATE DURING CONSTRUCTION PHASE”

4. *The Respondent No. 6 Company has duly obtained Consent to Establish (“CTE”) from Uttar Pradesh State Pollution Control board on 11.09.2008 before starting any construction work at the site. Copy of CTE dated 11.09.2008 is annexed herewith and marked as ANNEXURE - 2.*
5. *The Respondent No. 6 Company adopted all required sanitary and hygienic measures before commencing any construction work at the site and the same were maintained throughout the construction phase.*
6. *The Respondent No. 6 Company provided a first aid room during the construction phase and is also being maintained during the operation phase of the project.*
7. *The Respondent No. 6 Company provided for adequate and proper drinking water and sanitary facilities for the construction workers at the site. It also ensured safe disposal of wastewater and solid wastes generated during the construction phase.*
8. *The Respondent No. 6 Company provided the labourers with supply of fuel (kerosene or cooking gas) and utensils such as pressure cookers etc. to the labourers during construction phase.*
9. *The Respondent No. 6 Company during the construction phase screened all the labourers engaged for construction for health and adequately treatment was provided to them before engaging them to work at the site. Copy of Records of Labourers engaged for construction at the project site are annexed herewith and marked as ANNEXURE - 3.*
10. *The Respondent No. 6 Company ensured that for the purpose of disinfection of waste water at the project site, ultra violet radiations were used instead of chlorination.*

11. *The Respondent No. 6 Company ensured that the topsoil excavated during construction activities was stored for use in horticulture/landscape development inside the project premises.*
12. *The Respondent No. 6 Company ensured that for disposal of muck during construction phase did not create any adverse effect on the neighbouring communities and was disposed off after taking all the necessary precautions for general safety and health aspects of people, with the approval of competent authority.*
13. *The Respondent No. 6 Company conducted a Geotechnical Investigation Report dated 17.11.2005 and a Water Test Report dated 26.03.2007 to ascertain whether the soil and ground water samples do not pose any threat to ground water quality by leaching of heavy metals and other toxic contaminants. Copy of Geotechnical Investigation Report and Water Test Report are annexed herewith and marked as ANNEXURE-4 (COLLY).*
14. *The Respondent No. 6 Company took all safety measures during the construction phase to ensure that construction spoils, including bituminous material and other hazardous materials, did not contaminate watercourses and the dump sites for such material were secured so that they did not leach in to the ground water.*
15. *The Respondent No. 6 Company took all measures during the construction phase to ensure that the diesel generator sets to be used during construction phase were of low sulphur diesel type and conformed to E (P) Rules prescribed for air and noise emission standards.*
16. *The Respondent No. 6 Company took all measures during the construction phase to ensure that the vehicles hired for bringing construction material to the site were in good condition and conformed to applicable air and noise emission standards and accordingly conducted pollution tests for the same. It was further ensured that they are operated only during non-peak hours. Copy of Pollution Test Reports of the Vehicles are annexed herewith and marked as ANNEXURE - 5 (COLLY).*
17. *The Respondent No. 6 Company took all measures during the construction phase to ensure that the ambient noise levels conformed to residential standards, both during day and night. Further, incremental pollution loads on the ambient air and noise quality were closely monitored during construction phase. Copy*

of Noise Level Monitoring Report is annexed herewith and marked as ANNEXURE - 6.

18. *The Respondent No. 6 Company took all measures during the construction phase to ensure that the fly ash was used as building material in the construction as per the provisions of Fly Ash Notification of September, 1999 and amended as on August, 2003, as per the availability of fly ash and its transportation feasibility.*
19. *It is stated that the ready mixed concrete plant was not available during the construction phase in nearby areas for the purpose of constructing the buildings.*
20. *The Respondent No. 6 Company has proposed Rain Water Harvesting at the project site in order to control storm water control and ensure its re-use as per CGWB and BIS standards. Copy of Drawing of the Rain Water Harvesting Pits location is annexed herewith and marked as ANNEXURE - 7.*
21. *The Respondent No. 6 Company ensured that the water demand during construction phase was reduced by use of pre-mixed concrete, curing agents and other practices as per the availability.*
22. *The Respondent No. 6 Company obtained permission to draw ground water from the Central Ground Water Authority prior to construction/operation of the project and accordingly, a No Objection Certificate was issued on 11.03.2009 vide letter no. 21-4(216)/NR/CGWA/2009-2253. **Copy of No Objection Certificate dated 11.03.2009 issued by Central Ground Water Authority is annexed herewith and marked as ANNEXURE -8.***
23. *That the sewage generated from the project site is being treated by the Meerut Development Authority (“MDA”) by the use of dual plumbing line for separation of grey and black water. Further, 100% of the grey water is treated by way of decentralized treatment. A Copy of No Objection Certificate dated 13.06.2014 issued by Meerut Development Authority is annexed herewith and marked as ANNEXURE -9.*
24. *That the Respondent No. 6 Company has also complied with the provision for fixtures for showers, toilet flushing and drinking of low flow by use of aerators and/or pressure reducing devices of sensor-based control.*

25. *That the Respondent No. 6 Company has also complied with the condition to reduce the use of glass by up to 40% to reduce the electricity consumption and the load on air conditioning.*
26. *That the Respondent No. 6 Company has also complied with the condition to ensure the roof meets prescriptive requirement as per the Energy Conservation Building Code by using appropriate thermal insulation material. F*
27. *That the Respondent No. 6 Company has also complied with the condition to ensure adequate measures are taken to reduce air and noise pollution during construction keeping in mind CPCB norms on noise limits.*
28. *That the Respondent No. 6 Company has also complied with the condition to ensure the opaque wall meets prescriptive requirement as per Energy Conservation Building Code for all air conditioned spaces and appropriate thermal insulation material for non-air conditioned spaces.*

PART A - SPECIFIC CONDITIONS AS PER EC CERTIFICATE APPLICABLE DURING OPERATION PHASE

29. *That in respect of the condition to **install a Sewage Treatment Plant (“STP”) for the discharge of treated sewage as per the norms and standards of the Uttar Pradesh State Pollution Control Board, it is stated that the Respondent No. 6 Company has provided for effective sewer lines which connect to the common STP being operated by the MDA with 15 MLD capacity. Thus, the responsibility to treat the sewage generated from the project site lies with MDA and the same has been accepted by it.** Copy of Terms and Conditions for Sewage Treatment Plant by Meerut Development Authority is annexed herewith and marked as ANNEXURE 10. The same has also been confirmed by MDA in its letter, which is filed along with the report of the Joint Committee which was constituted by this Hon’ble Tribunal.*
30. *That the Respondent No. 6 company has ensured that the site has provision for centralized rain water harvesting scheme for roof run-off and surface run off, and is being implemented.*
31. *The Respondent No. 6 **Company has hired a vendor i.e., M/s BVG India Limited vide Agreement dated 06.08.2024 for proper collection of solid waste generated & segregation before disposal to the Meerut Nagar Nigam.** The said vendor uses the in-vessel bio-conversion technique for composting the*

organic waste. A Copy of Agreement dated 06.08.2024 between Respondent No. 6 Company and M/s BVG India Limited is annexed herewith and marked as ANNEXURE-11 (COLLY).

- 32. I state that the condition with respect to proper disposal of biomedical waste is not applicable as the project concerned with is a group housing project.*
- 33. I state that the Respondent No. 6 Company is complying with the day and night noise standards prescribed for residential land-use for the green belt design along the periphery of the plot. The total designated greens in the open spaces inside the plot comprise of approx. 35 acres and the road side plantation covers approx. 28 acres.*
- 34. That the Respondent No. 6 Company is periodically monitoring the incremental pollution loads on the ambient air quality, noise and water quality after commissioning of the project. Copy of Monitoring report of ambient air quality, noise and water quality is annexed herewith and marked as ANNEXURE -12.*
- 35. That the Respondent No. 6 Company has incorporated the use of solar energy by providing solar water heater in the local shopping centre.*
- 36. That the Respondent No. 6 Company is taking measures to ensure that traffic congestion near the entry and exit points from the roads adjoining the proposed project site is avoided and parking is being fully internalized so that no public space is utilized.*
- 37. That the Respondent No. 6 Company is conforming to the energy conservation measures as per the norms finalized by Bureau of Energy Efficiency and reports are prepared incorporating details about building materials & technology, R&U Factors etc. which is submitted to the Ministry in three months' time. Copy of energy Conservation Measures taken by Respondent No. 6 is annexed herewith and marked as ANNEXURE-13.*

PART B - GENERAL CONDITIONS AS PER EC CERTIFICATE

- 38. It is stated that all the environmental safeguards contained in the EIA Report are being implemented in letter and spirit.*
- 39. It is stated that bi-annual monitoring reports are submitted to the MOEF and its Regional Office, Lucknow.*

40. *It is stated that full cooperation is extended to the officials from the Regional Office of MOEF, Lucknow who monitors the implementation of environmental safeguards and documents/data are given by the project proponents during their inspection. A complete set of all the documents submitted to MOEF is forwarded to the CCF, Regional office of MOEF, Lucknow.*
41. *It is stated that the Respondent No. 6 Company had applied for Consent to Operate (“CTO”) around 2014. However, despite multiple follow-ups, the Respondent was unable to obtain the same due to non-processing of the Application by the competent authority/ Respondent No. 4 i.e., Uttar Pradesh Pollution Control Board (“UPPCB”). Thereafter, a fresh application to obtain CTO has been applied for vide Application No. 27367436 dated 30.07.2024. Copy of Application No. 27367436 dated 30.07.2024 to obtain Consent to Operate is annexed herewith and marked as ANNEXURE-14.*
42. *I state that the project proponent has obtained all other statutory clearances and approvals from the competent authorities.*
43. *It is stated that the Respondent No. 6 Company has advertised in at least two local newspapers that are widely circulated in the region informing that the project has been accorded environmental clearance within 7 days from the day of issue of the clearance letter and a copy of the same should be forwarded to the Regional office of the MOEF at Lucknow.”*

11. **Tribunal’s Order dated 12.08.2024:** When the matter was subsequently heard on 12.08.2024, Tribunal found that in the project, respondent 6 had to install STP since it was the condition of statutory permissions. Learned Counsel for proponent informed that MDA permitted discharge of sewerage in the common STP installed by MDA and, therefore, no STP was constructed by Project Proponent as a part of internal development in the project developed by it and if there was any fault, MDA was equally responsible. Tribunal required MDA to place its stand before it.

Reply dated 10.10.2024 filed by MDA on 15.10.2024:

12. Accordingly, MDA i.e., respondent 2 filed its reply dated 10.10.2024 and placed following facts, mentioned in para 8 of its reply, before Tribunal:

“8. That the following facts are necessary for the adjudication of the present application:

(i) *Meerut Development Authority (hereinafter referred to as “MDA”) launched a housing scheme for integrated township in Vedvyaspuri, Ganga Nagar, Shraddhapuri Phase 2, Rakshapuram, Meerut. The **land was given on bulk sale basis in the year 2005.** Clause 8 of the brochure mentioned as under:*

“8. सेवाओं तथा सुविधाओं का प्राविधान-

प्राधिकरण द्वारा विज्ञापित आवासीय भूमि में बाह्य विकास कार्य, जैसे- सड़क, ड्रेन्स, सीवर लाईन, व विद्युत लाईन, आवश्यकतानुसार विकास प्राधिकरण द्वारा कराये जायेंगे। विज्ञापित आवासीय भूमि के मुख्य जोनल मार्गों पर ड्रेन्स, सीवर व विद्युत लाईन की सुविधायें प्राधिकरण द्वारा उपलब्ध करायी जायेगी उसमें, विकसित की जाने वाली कालोनी की सर्विसेज को जोड़े जाने की सुविधा उपलब्ध रहेगी तथा विक्रीत भूमि में आन्तरिक एवम् उपलब्ध उपरोक्त सर्विसेज से जोड़ने हेतु विकास कार्य आवंटी/विकासकर्ता द्वारा स्वयं कराये जायेंगे। वेद व्यासपुरी, गंगानगर एवम् श्रद्धापुरी फेस-2 योजना में विज्ञापित आवासीय भूमि हेतु भविष्य में विकास प्राधिकरण द्वारा सीवेज ट्रीटमेंट प्लान्ट का जब कभी प्राविधान किया जायेगा तो उस सेवा पर होने वाला व्यय समानुपातिक रूप से आवंटी/विकासकर्ता द्वारा प्राधिकरण को देय होगा।”

A true copy of the brochure is annexed and marked as “ANNEXURE-R-2/5”.

(ii) *The Project Proponent was allotted 300 acres of bulk residential land vide allotment letter dated 15.04.2005. As per the scheme, **all the internal development of the township was to be carried out by the project proponent** and the external development was to be carried out by MDA and for the same, the charges were to be borne by the project proponent. A true copy of the letter dated 15.04.2005 is annexed and marked as “ANNEXURE-R-2/6”.*

(iii) *The Project Proponent sought and was granted EC on 16.01.2008. As per the conditions of EC, it was clearly*

mentioned that “It is proposed to use the STP facility developed by Meerut Development Authority”. A true copy of EC dated 16.01.2008 is annexed and marked as “ANNEXURE-R-2/7”.

(iv) **The said project falls under the Vedvyaspuri Scheme, which has 08 Sectors, out of which 05 Sectors are with the Project Proponent and rest are with MDA. The STP which is built by MDA for these sectors is having capacity of 15 MLD. The sewage generation is around 3.5 to 4.5 MLD.**

(v) *It is imperative to note that the sewage generated from the project developed by the project proponent is flowing through a trunk line **which is connected with is STP (developed by the MDA) and the same is treated there.** The said STP is also equipped with Tertiary Treatment Plant (TTP). The work of maintenance and upgradation (i.e. OCEMS) is being undertaken by U.P. Jal Nigam. Prior to the U.P. Jal Nigam, the maintenance work was being undertaken by agency namely Vatavaran Techno. **The STP is complying with all norms** and for kind perusal of this Hon’ble Tribunal, the testing reports are being attached herewith. True copies of the testing reports of STP of Vedvyaspuri are being annexed and marked as “ANNEXURE-R-2/8 (Colly)”.*

(vi) *It is further relevant to point out that **MDA has been repeatedly writing letters to Municipal Corporation, Meerut for taking handover of all the 13 STPs of Meerut city, which are being run by MDA.** The said issue has also been flagged and discussed in various board meetings of MDA and the said exercise is being undertaken since 2018. True copies of some of the letters written by MDA to Municipal Corporation, Meerut are annexed and marked as “ANNEXURE-R-2/9 (Colly)”.*

13. **ARGUMENTS:** The stand of MDA from the facts discussed above is clear that it owns the responsibility of providing connectivity with common STP installed by MDA with the sewage drains of the project developed by project proponent.

14. Applicant contends that solid waste is not being properly disposed of in accordance with Solid Waste Management Rules, 2016 and thereby,

there is deficiency on the part of Developer i.e., respondent 6 in compliance with environmental laws.

15. On behalf of UPPCB, it is argued that though initially EC and CTE were obtained by respondent 6 but it has operated the project by creating third party rights and giving possession to the allottees without obtaining CTO under Water Act, 1974 and Air Act, 1981 in respect whereof show cause notice dated 12.06.2024 has been issued.

16. Learned Counsel appearing for respondent 6 on the contrary contended that it has taken all steps for disposal of solid waste and has also engaged the Service Provider i.e., respondent 7 but due to non-payment of service charges by the residents, effective services are hampered by the Service Provider. In respect of CTO under Water Act, 1974 and Air Act, 1981, it is contended on behalf of respondent 6 that an application for grant of CTO under the aforesaid Statutes was submitted on 22.09.2014 and, therefore, it cannot be said that respondent 6 has acted in violation of environmental laws.

17. It is, however, not disputed that the project in question is not complete and still in the process of development. It is also not disputed that respondent 6 has not obtained Completion Certificate from MDA and the project has not been handed over to MCM for providing requisite public services by the said local body.

18. **ISSUES:** In these circumstances, in our view, following substantial questions relating to environment have arisen which require adjudication by this Tribunal:

- (I) Whether there is non-compliance of Solid Waste Management Rules, 2016 in regard to disposal of solid waste in the project in question?
- (II) Whether respondent 6 has committed violation of environmental laws by operating the project without obtaining CTO under Water Act, 1974 and Air Act, 1981 and also by carrying out construction activities after expiry of EC?
- (III) Whether the occupants of the project have been denied public services with regard to handling, management and disposal of solid and liquid waste by MCM due to inaction on the part of respondent 6 in not obtaining Completion Certificate from MDA and non-handling over the project to MCM and for this, respondent 6 is responsible?
- (IV) What effective orders are required to be passed in this matter for effective remediation of environmental laws and compliance thereof?

19. Before considering the aforesaid issues, we find it appropriate at this stage to consider one of the objections raised by respondent 6 with regard to *bona-fide/locus standi* of the applicant-Amardeep stating that neither RWA is a Statutory body nor authorized to enforce individual contractual dispute in any legal capacity and the allegations have been made falsely to implicate respondent 6 in respect of violation of environmental laws though respondent 6 has acted in a *bona-fide* manner and it is the RWA itself which has not cleared the maintenance expenses causing hindrance

in regular maintenance in the hands of the maintenance agency deployed by respondent 6 i.e., SFML (respondent 7).

20. So far as *bona-fide/locus standi* is concerned, we find that in environmental matters, nobody's personal property or otherwise rights are involved for protection whereof individuals or collective bodies come before Tribunal. Environment belongs to everyone and its protection is everybody's responsibility. If a person has come to Tribunal with a complaint that project proponent or anybody else has violated environmental laws and norms and thereby, caused damage to environment, the correctness of the complaint can be examined by Tribunal and if it is found that the allegations with regard to violation of environmental laws are correct, Tribunal is under an obligation to proceed further for protection of environment and for taking steps for its remediation, rejuvenation and restoration. This Statutory power of Tribunal is not dependent even on any complaint but can be exercised *suo-motu*, if from any source, such complaint is brought before Tribunal and this *suo-moto* jurisdiction of Tribunal has been recognized by Supreme Court in ***Municipal Corporation of Greater Mumbai vs. Ankita Sinha, (2022) 13 SCC 401.***

21. No project proponent can claim that even if it violates environmental laws and norms and causes damage to environment still the complaint against it should not be proceeded only on the ground that the person making complaint has some shadow over his *bona-fide* or *locus-standi*. *Bona-fide* or *locus standi* of a complainant is relevant when the complaint is found to be incorrect and frivolous and Tribunal, in such cases can always pass appropriate orders penalizing such frivolous complainant but

where the complaint of violation of environmental laws has substance and found to be correct by Tribunal on the basis of material brought before it, it is the responsibility of Tribunal to take further action for protection of environment and its rejuvenation.

22. In the present case, therefore, we are not inclined to close the matter only on the ground of *locus-standi* or *mala-fide* alleged by respondent 6 against the applicant.

23. Even otherwise, on merits, we find that the applicant is President of Residential Welfare Society and has interest in protection of environmental laws for better enjoyment of the property in possession of the residents or members of Residential Welfare Society and also have a Fundamental Right of clean atmosphere and environment, enshrined under Article 21 of the Constitution as held by Supreme Court in ***Subhash Kumar vs. State of Bihar, (1991) 1 SCC 598; M.C. Mehta vs. Union of India (Oleum Gas Leak Case), (1987) 1 SCC 395; Vellore Citizens' Welfare Forum vs. Union of India, (1996) 5 SCC 647; and M.C. Mehta v. Kamal Nath, (1997) 1 SCC 388.*** We, therefore, find no substance in the objection raised by respondent 6.

24. **We propose to consider Issues I, II and III together.** Joint Committee Report clearly shows that solid waste has not been effectively handled, managed and disposed of in the project in question. With regard to liquid waste also, it was found that out of four external connections, one was blocked due to gradient level discrepancy. As per Joint Committee Report, since the project was found in developing stage, obviously, Completion Certificate neither could have been obtained nor granted by MDA. In these circumstances, the question of handing over the project to

MCM also does not arise and project proponent admittedly has not handed over the project to MCM. So long as the project has not been handed over to MCM, it cannot be said that the responsibility of providing public services in the project in question lies with MCM and if there is any defect, MCM is responsible. During execution of the project, the public services, so long as the project is not handed over to MCM, is the responsibility of Developer. In fact, the Developer has committed an illegality by operating the project without obtaining CTO under Water Act, 1974 and Air Act, 1981 and it is a patent illegality.

25. With regard to handling and disposal of solid waste, though it is the case of respondent 6 that it has engaged Service Provider i.e., SFML for providing maintenance services but it is also evident from record that effective services are not being provided. We are not concerned herewith to enforce the individual contractual obligations between the residents and Developer with regard to price of plots and other payments but we are concerned herewith in compliance of environmental laws and in this regard, it is evident that there is deficiency on the part of the Developer in observance of environmental laws and the explanation given by it is not acceptable.

26. With regard to construction of STP as a part of internal development in the project, though it is pleaded by project proponent i.e., the Developer that it was allowed to connect sewage discharge in the project through drains with the common drain of MDA for treatment of sewage by STP developed by MDA and this was the proposal mentioned before Ministry of Environment, Forest and Climate Change, New Delhi (hereinafter referred to as '**MoEF&CC**') which granted EC dated 16.01.2008 but a copy of EC

shows that the proposal as such was not accepted in as much as there is a condition mentioned under Part A-Specific Conditions, II. Operation Phase, and condition no. (i) reads as under:

“i) The installation of the Sewage Treatment Plant (STP) should be certified by an independent expert and a report in this regard should be submitted to the Ministry before the project is commissioned for operation. Discharge of treated sewage shall conform to the norms & standards of the Uttar Pradesh State Pollution Control Board.”

27. The above condition shows that an STP has to be installed duly certified by an independent expert and report in this regard has to be submitted by the Developer to the Ministry before the project is commissioned for operation. The Developer could not have allowed discharge of sewage outside the project unless it meets the prescribed standards. Neither any such STP has been installed by the Developer nor there is anything to show that such report was submitted to MoEF&CC before the project is commissioned for operation.

28. Therefore, there is clear contravention and violation of the above conditions on the part of Developer. Mutual arrangement between Developer and MDA cannot have the effect of any alteration in the Statutory condition provided in EC dated 16.01.2008 and the condition of EC would prevail.

29. We also find from record that EC was granted on 16.01.2008. The project was found incomplete by Joint Committee when it inspected the site on 15.03.2024 i.e., after more than 15 years of the grant of EC. In view of the provisions contained in Clause 9 of Environment Impact Assessment Notification dated 14.09.2006 (hereinafter referred to as '**EIA 2006**'), the period of EC was only 05 years. It is not the case of the

Developer that a new EC or renewal of EC has been granted. Therefore, the execution/construction of the project even after expiry of EC was in violation of the provisions of EIA 2006 read with EP Act, 1986. This is a serious violation on the part of project proponent.

30. In view of the above discussion, **we answer Issues I, II and III against respondent 6** and hold that it has violated environmental laws as discussed above.

31. **Now coming of Issue IV**, we find that since respondent 6 has violated environmental laws and liable to face all the consequences and penal and other action which have to be taken against it in accordance with law. This could include payment of environmental compensation by application of principle of 'Polluter Pays'.

32. This Tribunal is empowered to impose environmental compensation in view of the provisions contained in Section 15 read with Section 20 of NGT Act, 2010, by application of principle of 'Polluter Pays'.

33. In **Goel Ganga Developers vs. Union of India and Others, (2018) 18 SCC 257**, Supreme Court has observed that in construction project, the amount of environmental compensation may be upto 10% of the project cost and generally, 5% of the project cost must be assessed. In para 64 of the judgment, Supreme Court observed as under:

*"64. Having held so we are definitely of the view that the project proponent who has violated law with impunity cannot be allowed to go scot-free. This Court has in a number of **cases awarded 5% of the project cost as damages. This is the general law.** However, in the present case we feel that damages should be higher keeping in view the totally intransigent and unapologetic behaviour of the project proponent. He has maneuvered and manipulated officials and authorities. Instead of 12 buildings, he*

has constructed 18; from 552 flats the number of flats has gone upto 807 and now two more buildings having 454 flats are proposed. The project proponent contends that he has made smaller flats and, therefore, the number of flats has increased. He could not have done this without getting fresh EC. With the increase in the number of flats the number of persons, residing therein is bound to increase. This will impact the amount of water requirement, the amount of parking space, the amount of open area etc. **Therefore, in the present case, we are clearly of the view that the project proponent should be and is directed to pay damages of Rs.100 crores or 10% of the project cost whichever is more.** We also make it clear that while calculating the project cost the entire cost of the land based on the circle rate of the area in the year 2014 shall be added. The cost of construction shall be calculated on the basis of the schedule of rates approved by the Public Works Department (PWD) of the State of Maharashtra for the year 2014. In case the PWD of Maharashtra has not approved any such rates then the Central Public Works Department rates for similar construction shall be applicable. We have fixed the base year as 2014 since the original EC expired in 2014 and most of the illegal construction took place after 2014. In addition thereto, if the project proponent has taken advantage of Transfer of Development Rights (for short 'TDR') with reference to this project or is entitled to any TDR, the benefit of the same shall be forfeited and if he has already taken the benefit then the same shall either be recovered from him or be adjusted against its future projects. **The project proponent shall also pay a sum of Rs. 5 crores as damages, in addition to the above for contravening mandatory provisions of environmental laws.**"

(Emphasis added)

34. Though the project cost in 2024 has not been disclosed by project proponent but EC dated 16.01.2008 shows the cost of project as Rs.218 Crores.

35. 5% of the above project cost thus, comes to Rs.10.9 Crores.

36. We accordingly direct respondent 6 to pay environmental compensation of Rs.10.9 Crores and deposit the same with UPPCB within two months.

37. We also direct respondent 6 to complete/obtain Statutory consents/permissions/clearances etc. from the Competent Authorities within two months failing which execution of the project/construction activities in the project in question shall not be carried out by it till it obtains the requisite consents/permissions/clearances under the environmental laws as discussed above.

38. We also direct that no third party rights shall be created by respondent 6 in respect of any property, in project in question, unless and until it obtains CTO under Water Act, 1974 and Air Act, 1981 from UPPCB, and other Statutory clearances/permissions.

39. Respondent 6 shall also ensure compliance of Solid Waste Management Rules, 2016 till the project in question is completed and handed over to MCM.

40. It shall also ensure compliance of the conditions of EC dated 16.01.2008 by constructing STP of requisite capacity in the project in question and connecting all drains and sewer lines in the project with STP for treatment of sewerage therein within three months.

41. Compliance of the above directions shall be ensured by UPPCB and District Magistrate, Meerut who shall submit a Compliance Report by 15.07.2025.

42. The amount of environmental compensation realized from respondent 6 shall be utilized for remediation of the damaged environment in accordance with Environment Remediation Plan which shall be prepared by a Joint Committee comprising CPCB, UPPCB and District

Magistrate, Meerut wherein CPCB shall be the nodal authority. This Plan shall be prepared within 3 months and executed in the next 3 months.

43. OA is accordingly disposed of with the above directions.

44. Copy of this judgment be forwarded to CPCB; UPPCB; District Magistrate, Meerut; Vice Chairman, MDA; Commissioner, Municipal Corporation, Meerut; and MoEF&CC by e-mail for information and compliance.

SUDHIR AGARWAL,
JUDICIAL MEMBER

DR. AFROZ AHMAD,
EXPERT MEMBER

March 19, 2025
Original Application No.36/2024
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