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BSOLS NATIONAL MOOT ANNEXURES

NATIONAL MOOT COURT PROBLEM

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NATIONAL MOOT COURT PROBLEM

SUPPLEMENTARY ANNEXURES

W.P. (Civil) No. 2024/2026

EcoGuard Alliance & Ors. v. Union of Aurora & Ors.
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ANNEXURE A

ENVIRONMENTAL IMPACT ASSESSMENT REPORT

Hydro Mine Nexus Project, Verdantia Highlands | Prepared by Geo Consult Pvt.Ltd. | 15 June 2024

A.1 Executive Summary

This Environmental Impact Assessment (EIA) has been prepared by GeoConsult Pvt. Ltd. on behalf of MegaCorp Industries Pvt. Ltd. pursuant to the EIA Notification, 2006 (as amended 2020), and submitted to the National Environment Regulatory Authority (NERA) for appraisal. The HydroMine Nexus Project comprises a 2,000 MW run-of-river hydroelectric facility and an integrated rare earth mineral extraction plant located in the Verdantia Highlands, State of Verdantia.

GeoConsult assessed the project across eight environmental components: hydrology, terrestrial ecology, biodiversity (flora and fauna), socio-economic environment, air quality, noise, water quality, and cumulative impacts. Based on this assessment, GeoConsult concludes that the project is environmentally feasible subject to implementation of the Environmental Management Plan (EMP) set out in Chapter 8.

DISCLOSURE: This EIA was commissioned and financed by the project proponent, MegaCorp Industries Pvt. Ltd. GeoConsult has followed the Terms of Reference issued by NERA vide letter No. NERA/TOR/2021-456 dated 14 March 2021. The methodology and findings are subject to independent scrutiny.

A.2 Project Description

A.2.1 Project Location and Components

Parameter	Details
Project Location	Verdantia Highlands, Lat. 12°14'N – 12°48'N, Long. 77°02'E – 77°36'E
Dam Height	142 metres (concrete gravity dam)
Reservoir Area	Approx. 410 sq. km at full reservoir level
Installed Capacity	2,000 MW (hydroelectric); 400 MW firm power
Mining Area	620 sq. km (rare earth extraction; phased over 25 years)
Forest Land Requirement	782 hectares (forest diversion applied for under Forest Conservation Act, 1980)

Parameter	Details
Project Cost	INR 38,500 crores (estimated)
Construction Period	7 years (Phases I–III)
Affected Districts	Verdanta North, Verdanta East (Verdantia); downstream impact in Aquaria and Terranova

A.3 Baseline Environmental Conditions

A.3.1 Hydrology

The project site is located on the Verdant River, a perennial river originating in the Verdantia Highlands at an elevation of 2,100 metres. Mean annual flow: 312 m³/s. The Verdant River is a tributary of the Trans-Boundary Aquaria River system. GeoConsult conducted flow data analysis for the period 1985–2023. No hydrological assessment was conducted for potential reservoir-induced seismicity; this was outside the Terms of Reference issued by NERA.

A.3.2 Terrestrial Ecology and Forest Cover

The project Study Area (10 km radius from dam axis) falls within the Evergreen Rainforest Reserve (ERR). Forest cover within the Study Area consists of:

- Dense evergreen forest: 68% of Study Area
- Semi-evergreen forest: 14%
- Grasslands and riparian zones: 11%
- Degraded forest / scrub: 7%

GeoConsult conducted vegetation surveys across 42 sampling plots. A total of 312 plant species were recorded, of which 18 are listed under the Wildlife Protection Act, 1972 Schedule VI, and 6 are assessed as Vulnerable or Endangered under the IUCN Red List.

A.3.3 Fauna — Selected Findings

Species	Protection Status	Est. Pop. in ERR	GeoConsult Assessment
<i>Aurora Tiger (Panthera aurorae)</i>	IUCN: Critically Endangered; WPA Sch. I; CITES App. I	~130 individuals	Habitat fragmentation: moderate (GeoConsult assessment). Core range outside reservoir inundation zone.
<i>Verdant River Dolphin</i>	IUCN: Endangered;	~45	Dam construction will

Species	Protection Status	Est. Pop. in ERR	GeoConsult Assessment
<i>(Platanista verdantii)</i>	WPA Sch. I	individuals	impede migratory passage. Fish-pass proposed in EMP.
<i>Great Hornbill (Buceros bicornis)</i>	IUCN: Vulnerable; WPA Sch. I	~600 individuals	Tree-hollows in 40 ha of proposed forest diversion zone. Translocation plan proposed.
<i>Verdantia Forest Turtle (Geoclemys verdantii)</i>	IUCN: Critically Endangered	~200 individuals	Nesting sites in riparian zone. Mitigation: riparian buffer zones retained.

NOTE: GeoConsult's assessment of Aurora Tiger habitat fragmentation was limited to the inundation zone. Downstream corridor connectivity and mining phase impacts on the broader 4,500 sq. km habitat corridor were not within the approved Terms of Reference. These are acknowledged as residual risks requiring further study post-clearance.

A.4 Socio-Economic Environment and Displacement

A.4.1 Population to be Displaced

Based on household surveys conducted in February–March 2022, GeoConsult estimates that 487 families (approximately 2,145 individuals) will be directly displaced by reservoir submergence. An additional 312 families may be affected by mining operations (dust, noise, access restrictions) but will not be formally displaced.

A.4.2 Tribal and Forest Dwelling Communities

The Study Area contains settlements of the Woodfolk Clan, River Spirits Group, and Hillcrest Peoples, recognised as Scheduled Tribes under the Constitution of Aurora. GeoConsult engaged with community leaders during three consultation sessions held on 14 April 2022, 22 May 2022, and 18 July 2022. Meetings were conducted in the national language with local government interpreters.

GeoConsult notes that formal gram sabha consent proceedings under the Forest Rights Act, 2006 are the responsibility of the project proponent in coordination with the District Administration, and that separate records of such proceedings are maintained by MegaCorp and the State of Verdantia. GeoConsult did not independently verify the adequacy of FPIC procedures.

LIMITATION: GeoConsult's Terms of Reference did not require assessment of compliance with ILO Convention No. 169 or UNDRIP standards. GeoConsult makes no representation as to whether FPIC

standards under those instruments were satisfied.

A.5 Pollution and Health Impact Assessment

A.5.1 Mining Effluents — Water Quality

The rare earth extraction process uses a hydrometallurgical process involving ammonium sulfate leaching. Effluent parameters at the discharge point (proposed Verdant River confluence at kilometre 47) are projected as follows under normal operating conditions:

Parameter	Projected Discharge (mg/L)	IS Standard (mg/L)	WHO Guideline (mg/L)
Arsenic (As)	0.045	0.05	0.01
Mercury (Hg)	0.0009	0.001	0.001
Ammonium Nitrogen (NH ₄ -N)	8.5	50	—
Fluoride	1.8	2.0	1.5
Thorium (Th-232)	0.03	Not specified	Not specified

GeoConsult's discharge projections assume full implementation of the proposed effluent treatment plant (ETP) at rated capacity. Projections do not account for accidental spills, tailing pond overflow during monsoon, or cumulative bioaccumulation effects downstream. Downstream health risk assessment for communities in Aquaria and Terranova is outside the current Terms of Reference.

A.6 Greenhouse Gas Assessment

GeoConsult conducted a construction-phase GHG assessment. The dam and hydroelectric facility are estimated to avoid 8.2 million tCO₂e annually once operational, contributing to Aurora's NDC commitments.

GeoConsult did not conduct a lifecycle GHG assessment including reservoir methane (CH₄) and CO₂ emissions from submerged biomass decomposition, as this methodology was not required under NERA's current EIA framework. GeoConsult acknowledges academic literature indicating that tropical reservoirs can be significant methane emitters; however, site-specific methane flux modelling was not commissioned.

LIMITATION: The absence of a reservoir methane lifecycle assessment represents a material gap in this EIA. Independent assessments commissioned post-submission (see Annexure C) have disputed GeoConsult's net

GHG calculations. GeoConsult stands by its methodology but acknowledges the controversy.

A.7 Environmental Management Plan (EMP) — Summary

GeoConsult has prepared a detailed EMP as a separate volume. Key mitigation commitments include:

- Afforestation: 1,000 hectares of compensatory afforestation on degraded forest land (3-year implementation)
- Compensatory Biodiversity Fund: INR 500 crores to be administered by the State Forest Department
- Real-time pollution monitoring: online sensors at 12 discharge points with public data portal
- Aurora Tiger habitat corridor management: retention of 15-metre buffer zones; wildlife underpasses at 4 road crossings
- Verdant River Dolphin fish-pass: 3 fish passage structures at dam face
- Resettlement and Rehabilitation (R&R): resettlement colonies with land-for-land compensation as per LARR Act, 2013
- Community benefit-sharing: 1% of annual project revenue to be allocated to Tribal Welfare Fund

A.8 Conclusions and Certification

GeoConsult Pvt. Ltd. certifies that this EIA has been prepared in accordance with the EIA Notification, 2006 (as amended), the Terms of Reference issued by NERA, and the General Conditions applicable under the Environment Protection Act, 1986. GeoConsult further certifies that all field surveys were conducted by qualified professionals between April 2021 and March 2022.

Sd/– Dr. Rahul Chakravarthy, Director (EIA)
GeoConsult Pvt. Ltd. Date: 15 June 2024

Sd/– Dr. Priya Sundaram, Chief Environmental
Scientist GeoConsult Pvt. Ltd. Date: 15 June
2024

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ANNEXURE B

AFFIDAVIT OF INDIGENOUS TRIBAL LEADERS AND FPIC DOCUMENTATION

Collective Affidavit of Woodfolk Clan, River Spirits Group & Hillcrest Peoples | Sworn 3 September 2024

B.1 Affidavit — Collective Sworn Statement

IN THE SUPREME COURT OF THE REPUBLIC OF AURORA W.P. (Civil) No. 2024/2026 — EcoGuard Alliance & Ors. v. Union of Aurora & Ors. Affidavit under Order XIX Rule 3 of the Supreme Court Rules, 2013

We, the undersigned, being duly elected representatives and customary leaders of the Woodfolk Clan, River Spirits Group, and Hillcrest Peoples, respectively — the indigenous Forest Dweller communities recognised under the Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006, residing within the Evergreen Rainforest Reserve, Verdantia Highlands — do solemnly affirm and declare as follows:

I. Identity and Locus

1. We represent a combined population of approximately 10,000 individuals distributed across 38 villages within the ERR. Our communities have inhabited these forests for not less than seven generations, as evidenced by oral histories, genealogical records, and the Community Forest Rights titles issued to our gram sabhas under the FRA, 2006.
2. Our land, livelihood, culture, and spiritual identity are inseparable from the ERR. We depend on the forest for food (wild fruits, tubers, non-timber forest products), medicinal plants, water (drawn from forest springs and tributaries of the Verdant River), and for the practice of traditional rituals centred on forest deities that our ancestors have invoked since time immemorial.

II. The Alleged Consultation — A Record of Failure

3. We were notified of meetings relating to the HydroMine Nexus project by Government Order No. DFE/HMN/2022/04 dated 9 April 2022, which was affixed to the notice board of the District Collectorate in Verdanta Town. No personal notice was delivered to our villages, no Gram Sabha resolution called a meeting, and the notice was posted only in the national language — not in our native languages of Woodspeech (Aranyabhasa), River Tongue (Naditibhasa), or Hillcrest Dialect (Girijanaboli). The majority of our community members cannot read the national language.
4. The meeting of 14 April 2022 was held at the District Collectorate headquarters, a location approximately 85 kilometres from the nearest affected village, requiring a full day of travel that most community members, particularly women and elderly persons, could not undertake. Attendance was 47 persons from a combined community population of 10,000 — representing less than 0.5% of our communities.

5. No independent interpreter was provided. A government interpreter was present, but several community members who attended and whose accounts have been recorded in the Affidavit of Witness No. 3 state that questions asked in Aranyabhasa were paraphrased and substantially altered in translation. When community members raised concerns about displacement, the interpreter conveyed only that 'the government will look after them.'

6. During the meeting of 22 May 2022, representatives of MegaCorp Industries, accompanied by officials of the State Revenue Department, visited Aranya Gram (Woodfolk Clan). Our deponent Elder Mangal Aranya (aged 74 years) states on oath:

"The MegaCorp men came with briefcases. They sat with the Headman separately from the community, for over two hours. When they left, the Headman announced that the project was a government matter and that the community should not oppose it. Later that night, the Headman told me privately that he had been offered employment for six young men from the village and a cash payment. He did not say the amount. He said he had no choice. I asked if we could refuse. He said the Collector had told him the project was already decided."

7. At the gram sabha meeting of Aranya Gram held on 14 June 2022 — which was called by the District Collector, not by the gram sabha itself, and attended by Revenue and Police officials — the minutes record a resolution in favour of the project. We state on oath that this resolution was not passed by majority vote. Of the 62 adult members present, 14 raised hands in favour, 31 remained silent (having been told by the Headman that silence would be recorded as consent), and 17 explicitly dissented. The minutes record unanimity. Several dissenting community members have sworn individual affidavits corroborating this account. Copies are appended to this Affidavit as Sub-Annexure B-2.

III. Traditional Ecological Knowledge — Misappropriation

8. In 2019, a team of GeoConsult representatives, accompanied by officials of the State Mines Department, conducted a seven-day survey of our forests, during which our Elder knowledge-holders were asked to show them traditional salt-lick sites, natural mineral outcrops, and medicinal mineral springs. We were told this was a 'scientific heritage survey' for educational purposes. We consented to this description. We did not consent to the use of this knowledge for commercial mineral prospecting.

9. Upon examination of the EIA submitted by GeoConsult (Annexure A), our community representatives identified at least three specific mineral deposit locations described in Section 4.3 of the EIA ('Rare Earth Mineral Resource Assessment') that correspond exactly to locations shown to GeoConsult surveyors by our knowledge-holders in 2019, including Kalpavriksha Konda (the 'Wishing Tree Ridge' in Aranyabhasa), Naga Teerta (the Sacred Serpent Spring), and Bhumi Mata Maidan (Mother Earth Clearing). These names are our traditional place-names; the EIA uses coordinates that map precisely to these locations.

10. No consent was sought from our gram sabhas for the use of this Traditional Ecological Knowledge (TEK) for mineral prospecting. No benefit-sharing arrangement has been proposed. This constitutes a violation of the Nagoya Protocol on Access and Benefit-Sharing, 2010, and of our rights under Article 8(j) of the Convention on Biological Diversity.

IV. Health and Environmental Crisis — Present Conditions

11. Since construction commenced on 15 April 2023, our communities have observed and documented the following:

- The Verdant River tributaries feeding our villages — which we have consumed for drinking water and ritual bathing for generations — now carry a visible orange-yellow discolouration, and fish catches have declined by approximately 80% according to the records maintained by the River Spirits Group fishermen.
- Mercury poisoning: Groundwater testing conducted by Medics Without Borders (report appended as Sub-Annexure B-3) measured mercury levels of 4.2 times the WHO safe limit in samples from wells within 3 kilometres of blasting operations. Eleven children under five from Aranya Gram and Nadi Gram have been diagnosed with neurological developmental disorders consistent with methylmercury exposure.
- Air quality: Blasting operations produce dust plumes visible from a distance of 8 kilometres. No air quality monitoring has been conducted by MegaCorp in the direction of our villages, despite our repeated written complaints to the District Collector (copies appended as Sub-Annexure B-4).
- The Aurora Tiger: We have tracked Aurora Tigers in our forests for generations. In Aranya Gram's traditional territory alone, three tigers were regularly sighted as recently as 2022. Since construction began, no tiger has been sighted. Our trackers confirm that the construction noise has driven tigers from a 15-kilometre radius of the dam site.

V. The Aranya Gram Landslide — 1 May 2024

12. On 1 May 2024 at approximately 6:15 a.m., unregulated blasting operations on the north face of Kalpavriksha Konda triggered a landslide that engulfed approximately one-third of the Aranya Gram settlement. Twenty persons were killed, including seven children. Three hundred persons were displaced. The dead include Elder Mangal Aranya's daughter-in-law, Sumitra Aranya (aged 29), and her two children, Ravi (aged 6) and Meena (aged 3).

13. MegaCorp's ex gratia offer of INR 5 crores (equivalent to approximately INR 25 lakhs per family of the deceased) is refused by our communities. This offer does not constitute acknowledgment of liability, does not restore our Forest Rights titles to the destroyed settlement area, does not address continuing health impacts from contamination, and does not address the loss of our sacred sites, including the Naga Teerta Spring, which lies within the landslide debris zone.

VI. Prayer

14. We therefore respectfully pray that this Hon'ble Court:

1. Declare that the gram sabha resolution of 14 June 2022 was fraudulently recorded and does not constitute valid consent under Section 4(2)(e) of the Forest Rights Act, 2006;
2. Declare that our right to Free, Prior and Informed Consent under ILO Convention No. 169, UNDRIP, and Article 21 of the Constitution has been violated;
3. Award just and adequate compensation to the families of all deceased and displaced persons, calculated not on ex gratia principles but on the basis of the M.C. Mehta absolute liability rule;
4. Direct restoration of our Forest Rights over all land and sacred sites destroyed or degraded by the project;

5. Direct that no further mineral prospecting be conducted using Traditional Ecological Knowledge without free, prior, and informed consent and a binding benefit-sharing agreement under the Nagoya Protocol.

Solemnly affirmed on 3 September 2024 at Aranya Gram, Verdantia Highlands, before the Notary Public, Verdanta.

Sd/- Elder Birsa Woodfolk
Head, Woodfolk Clan Chief
Representative, Woodfolk
Gram Sabha

Sd/- Mata Nadi Head, River
Spirits Group Keenam Village
Gram Sabha

Sd/- Pahad Singh Hillcrest
Head, Hillcrest Peoples
Shikhara Gram Sabha



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ANNEXURE C

INDEPENDENT EXPERT REPORT ON BIODIVERSITY LOSS AND CLIMATE IMPACT

Prof. Delta Vega, Aurora Institute of Ecology | 5 August 2022 (Updated March 2024)

C.1 Introduction and Mandate

This report is prepared by Prof. Delta Vega, Professor of Conservation Ecology and Director, Centre for Tropical Forest Studies, Aurora Institute of Ecology (AIE), Verdanta. The report was commissioned by the National Green Tribunal suo motu in its Order dated 18 June 2022 in *EcoGuard v. NERA* (2023) 7 NGT Rep 890, and updated in March 2024 to incorporate post-construction monitoring data. Prof. Vega declares no conflict of interest; AIE receives no funding from MegaCorp, NERA, or the Union of Aurora beyond regular government research grants.

This report constitutes independent scientific evidence and is submitted to this Hon'ble Court as Annexure C to the Writ Petition. It is intended to assist the Court in its assessment of the adequacy of the GeoConsult EIA (Annexure A) and specifically addresses five areas of scientific concern.

C.2 Aurora Tiger — Habitat Fragmentation Below Genetic Viability Threshold

C.2.1 Current Population and Genetic Status

Based on camera trap surveys conducted across the ERR in 2021–2022 (240 camera trap stations, 14,400 camera trap nights), this study estimates the Aurora Tiger population at 147 ± 18 individuals (95% CI). This figure is consistent with the IUCN Red List 2023 assessment (Annexure G) and significantly below the 200-individual minimum viable population (MVP) threshold.

Genetic analysis (microsatellite markers, $n=34$ faecal samples) indicates a current effective population size (N_e) of approximately 52 individuals — substantially below the $N_e \geq 500$ threshold required for long-term evolutionary viability. Two distinct sub-populations are identified: Northern ERR ($N_e \approx 28$) and Southern ERR ($N_e \approx 24$). Gene flow between sub-populations occurs primarily through the Central Corridor — a 12-kilometre riparian forest strip along the Verdant River. This corridor is within the proposed reservoir inundation zone.

C.2.2 Post-Reservoir Habitat Fragmentation

GeoConsult's EIA assessed habitat impact only within the reservoir inundation zone (410 sq. km). This methodology fundamentally underestimates fragmentation impact by ignoring:

- The additional forest cleared for dam infrastructure, access roads, and mining operations: approximately 370 sq. km.
- The 'edge effect' zone (500 metre buffer around disturbed land) within which forest is functionally degraded for large carnivores: approximately 340 sq. km additional functional loss.
- The permanent severing of the Central Corridor, which eliminates gene flow between Northern and Southern sub-populations.

Prof. Vega's integrated analysis projects that contiguous Aurora Tiger habitat will be reduced from the current 4,500 sq. km to approximately 2,800 sq. km — below the 4,000 sq. km minimum connected habitat threshold established in the IUCN Tiger Conservation Strategy (2022). This reduction, combined with the elimination of the Central Corridor, will cause the two sub-populations to become genetically isolated, triggering an inbreeding depression spiral with a projected local extinction probability of 73% within 50 years under a moderate climate change scenario (RCP 4.5).

CONCLUSION: The HydroMine Nexus project will, with high scientific confidence, push the Aurora Tiger past a demographic and genetic tipping point from which recovery is improbable without extraordinary ex-situ intervention. The GeoConsult EIA's conclusion that habitat fragmentation will be 'moderate' is scientifically unsupportable.

C.3 Trophic Cascade Collapse

The Aurora Tiger is the apex predator of the ERR ecosystem. Removal or severe depression of an apex predator triggers trophic cascade collapse — a well-documented ecological phenomenon with the following projected sequence in the ERR:

Step	Ecological Event	Mechanism	Projected Timeline
1	Tiger population decline below MVP	Habitat fragmentation, inbreeding depression	5–15 years post-construction
2	Prey species (Sambar, Gaur) population explosion	Release from apex predation pressure; no mesopredator compensation	10–25 years
3	Forest floor and mid-storey vegetation collapse	Overgrazing by ungulates; seedling browse pressure eliminates tree regeneration	20–40 years
4	Carbon stock loss	Forest degradation releases soil and biomass carbon; estimated 180 MtCO ₂ over 50 years	30–60 years
5	Hydrological regulation failure	Forest cover loss reduces evapotranspiration and rainfall; increased flash flood and drought risk	40–70 years

C.4 Mining Effluent Bioaccumulation — Downstream Health Risk

C.4.1 Mercury and Arsenic Bioaccumulation Chain

Rare earth extraction processes at the proposed scale generate arsenic and mercury-bearing effluents. While GeoConsult's Table A-5 projects discharge concentrations within Indian Standard limits, it fails to model bioaccumulation through the food chain under the following conditions:

- Monsoon dilution factor: GeoConsult's baseline measurements were conducted in dry season. During monsoon, river flow velocity increases 4x, but bioaccumulation in benthic sediments — the primary exposure pathway — is unrelated to water column concentration.
- Methyl-mercury formation: Inorganic mercury discharged into the Verdant River is methylated by sulphate-reducing bacteria in the reservoir sediments — a well-documented process in tropical reservoir systems. Methyl-mercury is bioavailable and biomagnifies through the food chain at a factor of approximately 10 per trophic level.
- Downstream reach: The Verdant River flows through Aquaria and Terranova before reaching the sea. Communities in these states depend on river fish as a primary protein source. Bioaccumulation modelling (standard WHO mercury exposure model, site-parametrised) projects that fish mercury concentrations in downstream communities will reach 0.4–0.8 µg/g wet weight within 10–15 years of operational discharge — above the 0.3 µg/g WHO guideline for vulnerable populations (pregnant women, children).

Current Status (March 2024 Update): Groundwater samples from wells within 3 km of blasting operations now show mercury at 4.2x WHO safe limit (confirmed by Medics Without Borders field data). This finding occurred within 12 months of construction commencement — significantly faster than baseline projections, suggesting GeoConsult's effluent dispersion model substantially underestimated contaminant migration rates.

C.5 Reservoir Greenhouse Gas Emissions — The Climate Paradox

C.5.1 The Methane Problem in Tropical Reservoirs

Tropical hydropower reservoirs are recognised in the IPCC's Sixth Assessment Report (AR6, Chapter 7) as potentially significant sources of greenhouse gases, primarily methane (CH₄) from anaerobic decomposition of submerged vegetation and organic sediments. The proposed 410 sq. km reservoir will inundate approximately 31.2 million tonnes of above-ground biomass carbon.

Using the G-res Tool (UNESCO/IHA Greenhouse Gas Status of Freshwater Reservoirs, 2017), parametrised with site-specific data for the Verdant River catchment (vegetation carbon density, mean annual temperature 26.8°C, mean depth 48 m), Prof. Vega projects:

GHG Component	Years 1–10	Years 11–50	100-year Total
CH ₄ emissions (tCO ₂ e/year)	18.4 Mt	6.2 Mt	~380 Mt
CO ₂ from submerged biomass (tCO ₂ e/year)	9.1 Mt	2.3 Mt	~155 Mt
GHG savings from clean energy generation (tCO ₂ e/year)	6.8 Mt	8.2 Mt	~790 Mt

GHG Component	Years 1–10	Years 11–50	100-year Total
NET BALANCE (cumulative)	–20.7 Mt (Net emitter)	+17.5 Mt (Net saver)	+255 Mt (Net saver)

C.5.2 The Critical Finding — NDC Accounting Implications

The critical finding is that during the first decade of reservoir operation— the most critical decade for achieving Aurora's 2030 NDC target of 50% non-fossil electricity — the HydroMine Nexus reservoir will be a net greenhouse gas emitter. Under a 20-year global warming potential (GWP-20) for methane — which the IPCC recommends for near-term climate targets — the reservoir does not achieve carbon parity with displaced fossil fuel generation until Year 18.

If Aurora counts the HydroMine Nexus project toward its 2030 NDC target, it will be claiming carbon credits for a project that is, during the accounting period, a net GHG emitter. This represents not merely a scientific controversy but a potential misrepresentation under the Paris Agreement's transparency framework (Article 13) and the Enhanced Transparency Framework established at COP26.

C.6 Seismic Risk — Reservoir-Induced Seismicity

GeoConsult's EIA contains no seismic risk assessment. The proposed reservoir sits approximately 14 kilometres from the Verdantia Fault, a historically active fault system. The magnitude-3.2 earthquake recorded in the ERR region in 1987 is consistent with fault slip on the Verdantia Fault.

Reservoir-induced seismicity (RIS) is a well-documented phenomenon in large reservoirs. The most relevant documented case in a comparable geological setting — the Koyna Reservoir, Maharashtra (1967, M 6.3) — caused over 200 deaths. Loading of the Verdant Reservoir will impose a water column stress of approximately 61 MPa on the upper Verdantia Fault at a depth of 0–3 km. Probabilistic seismic hazard analysis (PSHA), while beyond the scope of this report, is urgently required before reservoir impoundment.

Prof. Vega recommends that no reservoir impoundment be permitted until an independent PSHA has been conducted by the Geological Survey of Aurora, and that dam design be reviewed by the Central Water Commission for adequacy against a Maximum Credible Earthquake (MCE) scenario on the Verdantia Fault.

C.7 Overall Conclusions

Based on the evidence reviewed, Prof. Vega concludes:

6. The GeoConsult EIA systematically underestimates the biodiversity impacts of the project, particularly with respect to Aurora Tiger habitat fragmentation and trophic cascade risk.
7. The EIA's failure to model methylmercury bioaccumulation constitutes a serious gap that materially understates health risks to communities in Aquaria and Terranova.

8. The absence of a reservoir GHG lifecycle assessment is a disqualifying deficiency for a project that is being justified in part on climate grounds: the project may be a net GHG emitter during the critical 2030 NDC accounting window.
9. The complete absence of seismic risk assessment is, in the opinion of this expert, professionally indefensible given the proximity of the Verdantia Fault.
10. The overall environmental clearance is scientifically premature. Prof. Vega recommends suspension of construction pending completion of: (a) an independent SEA; (b) a full reservoir GHG lifecycle assessment; (c) a PSHA; and (d) a downstream health risk assessment covering Aquaria and Terranova.

Sd/– Prof. Delta Vega Professor of Conservation Ecology Director, Centre for Tropical Forest Studies Aurora Institute of Ecology 5 August 2022 (Updated March 2024)

Peer Reviewed By: Prof. Ananda Krishnamurthy (IISc Bengaluru) Dr. Sakura Tanaka (IUCN Species Survival Commission) Dr. James Okafor (IPCC AR6 Lead Author, Chapter 7)



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ANNEXURE D

SELECTED INTERNATIONAL INSTRUMENTS AND DOMESTIC STATUTES

A. International Treaties and Instruments

- Paris Agreement on Climate Change, 2015 — Articles 2, 4, 7, 13 (NDC obligations, transparency, and adaptation).
- Convention on Biological Diversity (CBD), 1992 — Articles 6, 8, 8(j), 10(c), 14; Kunming-Montreal Global Biodiversity Framework, Target 3 (30x30).
- Ramsar Convention on Wetlands, 1971 — Article 3 (wise use); Resolution XI.8 (EIAs for Ramsar sites).
- ILO Convention No. 169 Concerning Indigenous and Tribal Peoples in Independent Countries, 1989 — Articles 6, 7, 13–16 (FPIC, land rights, relocation).
- UN Declaration on the Rights of Indigenous Peoples (UNDRIP), 2007 — Articles 10, 11, 19, 28, 29, 32 (FPIC; right to lands, territories, and resources; environmental protection).
- Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization, 2010 — Articles 5, 6, 7, 12 (benefit-sharing; traditional knowledge).
- Convention on Migratory Species (CMS), 1979 — Appendix I species protection obligations.
- CITES, 1973 — Appendix I (Aurora Tiger commercial exploitation prohibition).
- Aurora-Zenith Bilateral Investment Treaty, 2009 — Articles 2 (definitions), 3 (FET), 5 (expropriation and compensation), 12 (environmental measures carve-out).
- Vienna Convention on the Law of Treaties (VCLT), 1969 — Articles 26 (pacta sunt servanda), 27 (internal law and treaty performance), 31 (general rule of interpretation), 31(3)(c) (systemic integration).
- UN Guiding Principles on Business and Human Rights, 2011 (Ruggie Framework) — Pillar II (Corporate Responsibility to Respect).
- ICJ Advisory Opinion on Obligations of States in Respect of Climate Change, 2024 — customary international law climate obligations.

B. Domestic Provisions

- Constitution of Aurora — Articles 14, 19(1)(g), 21, 48A, 51(c), 51A(g), 131, 245, 246, 253; Seventh Schedule Entries.
- Environment Protection Act, 1986 — Sections 3, 5; EIA Notification, 2006 (as amended 2020).
- Forest Conservation Act, 1980 — Section 2.
- Biological Diversity Act, 2002 — Sections 36, 41.
- Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights) Act, 2006 — Sections 3, 4, 5.
- Water (Prevention and Control of Pollution) Act, 1974 — Section 24.
- Companies Act, 2013 — Section 135 (CSR), Section 447 (fraud).
- Mines and Minerals (Development and Regulation) Act, 1957 — Section 4.

Inter-State Water Disputes Act, 1956.

ANNEXURE E

AURORA-ZENITH BILATERAL INVESTMENT TREATY (2009) — RELEVANT EXCERPTS

Signed at Capital City, Aurora on 14 March 2009 | Entered into force 1 January 2010

E.0 Preamble

The Republic of Aurora and the Republic of Zenith ('the Contracting Parties'), Desiring to intensify economic cooperation for the mutual benefit of both countries; Intending to create favourable conditions for investments by investors of either Contracting Party in the territory of the other Contracting Party; Recognising that the encouragement and reciprocal protection of such investments will be conducive to stimulating business initiative and increasing prosperity in both States; Acknowledging the importance of sustainable development and the right of each Contracting Party to regulate in the public interest; Have agreed as follows:

E.1 Article 1 — Definitions

For the purposes of this Treaty:

1.1 'Investment' means every kind of asset invested by an investor of one Contracting Party in the territory of the other Contracting Party in accordance with the laws and regulations of the latter Contracting Party, including:

- (a) movable and immovable property and any other property rights such as mortgages, liens, and pledges;
- (b) shares in, stocks and debentures of a company and any other form of participation in a company;
- (c) claims to money or to any performance under contract having a financial value;
- (d) intellectual property rights including copyrights, patents, trademarks, trade names, industrial designs, technical processes, and know-how;
- (e) business concessions conferred by law or under contract, including concessions to search for, extract, cultivate, or exploit natural resources.

1.2 'Investor' means:

- (a) any natural person who is a national of a Contracting Party; or
- (b) any legal person or other entity constituted or organised under the applicable laws of a Contracting Party that has its registered office, central administration, or principal place of business in the territory of that Contracting Party, and is engaged in substantive business operations in that territory.

1.3 'Returns' means the amounts yielded by an investment and includes, in particular, profits, interest, capital gains, dividends, royalties, and fees.

E.2 Article 2 — Scope and Coverage

2.1 This Treaty shall apply to all investments made by investors of either Contracting Party in the territory of the other Contracting Party, whether made before or after the entry into force of this Treaty, but shall not apply to any investment dispute arising before the entry into force of this Treaty, or to any claim concerning events that occurred before its entry into force.

2.2 A Contracting Party may deny the benefits of this Treaty to an investor if:

- (a) the investor is an enterprise of a non-Party and the enterprise has no substantial business activities in the territory of the other Contracting Party; or
- (b) the investor is controlled by investors of the denying Party; or
- (c) the denial is required by a binding resolution of the UN Security Council.

NOTE FOR MOOT PARTICIPANTS: MegaCorp Global S.A. is incorporated in Zenith. MegaCorp Industries Pvt. Ltd. is incorporated in Aurora. The Petitioners may argue that MegaCorp Global is attempting to use the BIT to shield a domestically incorporated subsidiary from domestic regulation — a form of 'treaty shopping.' Respondents/Zenith will argue that MegaCorp Global is the actual investor by virtue of its shareholding.

E.3 Article 3 — Fair and Equitable Treatment (FET)

3.1 Each Contracting Party shall accord to investments of investors of the other Contracting Party fair and equitable treatment and full protection and security.

3.2 The fair and equitable treatment standard shall include the obligation not to deny justice in civil, criminal, and administrative proceedings; to maintain a stable and predictable legal framework; to act transparently and consistently in the exercise of regulatory power; and to refrain from arbitrary, discriminatory, or grossly disproportionate measures that frustrate the legitimate expectations of investors.

3.3 For greater certainty, the fair and equitable treatment standard is not equivalent to the 'minimum standard of treatment of aliens' under customary international law in its most restrictive formulation; it shall be interpreted by reference to the object and purpose of this Treaty as a whole and in light of contemporary standards of international investment law.

3.4 A measure shall not be considered to be in breach of this Article solely on the ground that it departs from the investor's preferred outcome, where such measure is a bona fide regulation in the public interest applied in a transparent and non-discriminatory manner.

NOTE FOR MOOT PARTICIPANTS: The tension between Arts. 3.2 and 3.4 is critical. Art. 3.2's protection of 'legitimate expectations' is a primary basis for MegaCorp's claim: the regulatory environment changed between clearance grant and judicial challenge. Art. 3.4's 'bona fide regulation' qualification is Aurora's primary BIT-internal defence. Both Parties should develop arguments on whether a court-ordered suspension meets the Art. 3.4 standard.

E.4 Article 4 — Most-Favoured-Nation Treatment

4.1 Each Contracting Party shall accord to investors of the other Contracting Party treatment no less favourable than that it accords, in like circumstances, to investors of any third State with respect to the management, maintenance, use, enjoyment, or disposal of investments.

4.2 The MFN treatment obligation shall not apply to:

- (a) privileges granted by a Contracting Party pursuant to its obligations as a member of a customs union, common market, or free trade area;
- (b) tax treaty provisions;
- (c) provisions relating to mechanisms for the resolution of investment disputes with investors of a third State.

E.5 Article 5 — Expropriation and Compensation

5.1 Investments of investors of either Contracting Party shall not be nationalised, expropriated, or subjected to measures having an effect equivalent to nationalisation or expropriation ('indirect expropriation') except:

- (a) for a public purpose;
- (b) on a non-discriminatory basis;
- (c) in accordance with due process of law; and
- (d) against payment of prompt, adequate, and effective compensation.

5.2 Compensation shall amount to the fair market value of the expropriated investment at the time immediately before the expropriation occurred or became publicly known, whichever is earlier. Compensation shall be paid without delay and shall be freely transferable.

5.3 For the purposes of this Treaty, 'indirect expropriation' includes regulatory measures that, taken individually or collectively, substantially deprive an investor of the economic value, use, or enjoyment of its investment. In determining whether a measure constitutes indirect expropriation, regard shall be had to:

- (i) the degree of interference with the investor's reasonable investment-backed expectations;
- (ii) the character of the measure, including its object, context, and degree of proportionality;
- (iii) the duration of the interference.

5.4 For greater certainty, non-discriminatory regulatory measures of a Contracting Party that are designed and applied to achieve legitimate public policy objectives, such as the protection of public health, safety, the environment, or the promotion of sustainable development, do not constitute indirect expropriation, unless, in the specific circumstances of the case, the effect is manifestly disproportionate in light of the objective pursued.

NOTE FOR MOOT PARTICIPANTS: Art. 5.4 is Aurora's environmental carve-out for expropriation purposes. The critical phrase is 'manifestly disproportionate.' MegaCorp will argue that a USD 2.8 billion loss is manifestly disproportionate. Aurora will argue that protecting the Aurora Tiger, tribal rights, and the climate is a legitimate objective justifying the measure. The proportionality assessment is the key battleground on Issue

E.6 Article 6 — Transfers

6.1 Each Contracting Party shall permit all transfers relating to an investment to be made freely and without delay into and out of its territory. Such transfers include: contributions to capital, profits, dividends, interest, capital gains, royalties, management fees, technical assistance fees, proceeds from the sale or liquidation of investments, and payments under a contract.

E.7 Article 7 — Subrogation

7.1 If a Contracting Party or its designated agency makes a payment to an investor under a guarantee or insurance against non-commercial risks in respect of an investment in the territory of the other Contracting Party, the latter shall recognise the right of the former to exercise by subrogation the rights and claims of the investor.

E.8 Article 8 — General Exceptions

8.1 Nothing in this Treaty shall be construed to prevent a Contracting Party from adopting or maintaining measures:

- (a) necessary to protect human, animal, or plant life or health;
- (b) relating to the conservation of exhaustible natural resources;
- (c) necessary to maintain public order or essential security interests;

provided that such measures are not applied in a manner which would constitute arbitrary discrimination between countries where like conditions prevail, or a disguised restriction on investment.

E.9 Article 9 — Transparency

9.1 Each Contracting Party shall promptly publish, or otherwise make publicly available, its laws, regulations, procedures, and administrative rulings of general application concerning or affecting investments covered by this Treaty.

9.2 Each Contracting Party shall, to the extent possible, notify the other Contracting Party in advance of any measure that may materially affect the operation of this Treaty, and shall provide an opportunity for comment.

E.10 Article 10 — Dispute Settlement — State-to-State

10.1 Any dispute between the Contracting Parties concerning the interpretation or application of this Treaty shall, as far as possible, be settled through consultations between the Parties.

10.2 If the dispute cannot be settled within six months of the date on which either Contracting Party requested consultations, it may be submitted to an ad hoc arbitral tribunal constituted under the UNCITRAL Arbitration Rules, or, by agreement of the Parties, to any other form of arbitration.

E.11 Article 11 — Investor-State Dispute Settlement (ISDS)

11.1 Any investment dispute between a Contracting Party and an investor of the other Contracting Party shall be settled amicably through negotiation.

11.2 If the dispute cannot be settled within three months, the investor may submit it to:

- (a) the competent courts or administrative tribunals of the Contracting Party in whose territory the investment is made;
- (b) arbitration under the ICSID Additional Facility Rules (if neither Contracting Party is a member of ICSID Convention, or if the investor so elects);
- (c) an ad hoc arbitral tribunal established under the UNCITRAL Arbitration Rules.

11.3 Once the investor has submitted the dispute to one of the fora in Art. 11.2, the choice shall be final and binding ('fork-in-the-road' provision).

11.4 The arbitral tribunal shall decide the dispute in accordance with the provisions of this Treaty, applicable rules of international law, and, where relevant, the laws of the Contracting Party in whose territory the investment is located.

11.5 An investor that has commenced proceedings before a domestic court under Art. 11.2(a) may not subsequently submit the same dispute to international arbitration, unless the domestic proceedings have been abandoned or are manifestly ineffective.

E.12 Article 12 — Environmental Measures

CRITICAL PROVISION — This article is directly at issue in this proceeding.

12.1 Nothing in this Treaty shall be construed to prevent a Contracting Party from adopting, maintaining, or enforcing any measure that it considers appropriate to ensure that investment activity in its territory is undertaken in a manner sensitive to environmental concerns.

12.2 For greater certainty, measures referred to in Article 12.1 include:

- (a) measures implementing the Contracting Party's obligations under multilateral environmental agreements;
- (b) measures for the conservation of biological diversity or the sustainable use of natural resources;
- (c) measures necessary to protect the health, safety, or welfare of the human population.

12.3 The Contracting Parties recognise that it is inappropriate to relax or waive environmental laws and regulations as an encouragement to investment. If a Contracting Party considers that the other has done so, the former may request consultations with the latter.

12.4 Nothing in Article 12.1–12.3 shall limit Aurora's obligation under Article 5 with respect to compensation for expropriation, unless the environmental measure in question is:

- (a) non-discriminatory in its application and does not target investments of investors of the other Contracting Party specifically;
- (b) proportionate to the environmental objective pursued; and
- (c) otherwise consistent with the provisions of this Treaty.

KEY INTERPRETATION QUESTION: Does Art. 12.4 mean that an environmental measure can avoid compensation only if it is (a) non-discriminatory AND (b) proportionate AND (c) 'otherwise consistent with this Treaty'? If so, condition (c) arguably requires compliance with the FET standard — creating a circular argument. Petitioners may argue that ILO No. 169 compliance and constitutional fundamental rights protection are themselves 'consistent with' a properly interpreted treaty.

E.13 Article 13 — Applicable Law and Legal Stability

13.1 Each Contracting Party shall ensure that its laws, regulations, and policies applicable to investments are transparent, consistent, and applied in good faith, and that investors are not subjected to measures that fundamentally alter the regulatory framework on the basis of which the investment was made, without legitimate justification and due process.

13.2 This Article does not limit the right of a Contracting Party to regulate in the public interest, including in response to new scientific evidence, changed circumstances, or international obligations.

E.14 Article 14 — Governing Law

14.1 This Treaty shall be governed by and construed in accordance with international law, including applicable treaties, customary international law, and general principles of law.

14.2 A tribunal constituted under Article 11 shall take into account the laws of the Contracting Party in whose territory the investment is made, but shall not be bound by them.

E.15 Article 15 — Entry into Force, Duration, and Termination

15.1 This Treaty shall enter into force on the first day of the second month following the date on which both Contracting Parties have notified each other that their respective constitutional requirements for entry into force have been complied with.

15.2 This Treaty shall remain in force for an initial period of fifteen years and shall continue in force thereafter unless terminated by either Contracting Party upon twelve months' written notice.

15.3 In respect of investments made prior to the termination of this Treaty, the provisions of this Treaty shall continue to be effective for a period of ten years from the date of termination ('survival clause').

Done in duplicate at Capital City, Aurora, on 14 March 2009, in the Aurora, Zenith, and English languages. In case of divergence of interpretation, the English text shall prevail.

For the Republic of Aurora: Sd/- H.E. Minister
of Commerce and Industry Republic of Aurora

For the Republic of Zenith: Sd/- H.E. Minister
of Economic Affairs Republic of Zenith



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ANNEXURE F

REPORT OF THE UN SPECIALRAPPOREUR ON THE RIGHTS OF INDIGENOUS PEOPLES

Mission to Aurora | Official Communication A/HRC/SR-IP/AUR/2023 | 18 November 2023

F.1 Mandate and Methodology

This report is submitted by the Special Rapporteur on the Rights of Indigenous Peoples ('the Special Rapporteur') pursuant to Human Rights Council Resolution 33/12 (2016) and following a country mission to the Republic of Aurora conducted between 4–18 September 2023. The mission was undertaken in response to a communication received from EcoGuard Alliance and Tribal Harmony Collective raising concerns about the HydroMine Nexus Project.

During the mission, the Special Rapporteur met with: representatives of the Woodfolk Clan, River Spirits Group, and Hillcrest Peoples at Aranya Gram and Nadi Gram; the Ministry of Tribal Affairs; the Ministry of Energy and Natural Resources; officials of the National Environment Regulatory Authority (NERA); the National Commission for Scheduled Tribes; and civil society organisations including EcoGuard Alliance. A formal meeting with MegaCorp Industries Pvt. Ltd. was requested and refused by the company. A meeting with the State of Verdantia's Department of Forests and Environment was held in Verdanta.

The Special Rapporteur thanks the Government of Aurora for its cooperation during the mission and acknowledges Aurora's stated commitment to indigenous rights. The observations and recommendations in this report are made in a constructive spirit, consistent with Aurora's international obligations.

F.2 Legal Framework

The Special Rapporteur's findings are grounded in the following international human rights instruments:

- ILO Convention No. 169 Concerning Indigenous and Tribal Peoples in Independent Countries (1989), ratified by Aurora in 2005
- UN Declaration on the Rights of Indigenous Peoples (UNDRIP, 2007), endorsed by Aurora
- International Covenant on Civil and Political Rights (ICCPR), ratified by Aurora
- International Covenant on Economic, Social and Cultural Rights (ICESCR), ratified by Aurora
- CBD Article 8(j) and the Nagoya Protocol, to which Aurora is a party
- The UN Guiding Principles on Business and Human Rights (2011)

ILO Convention No. 169, as a ratified treaty, creates binding legal obligations on Aurora. UNDRIP, while a Declaration, reflects and crystallises customary international law with respect to indigenous peoples' collective rights, as affirmed by the Inter-American Court of Human Rights, the African Commission on Human and Peoples' Rights, and the Human Rights Committee. The Special Rapporteur notes that the Supreme Court of Aurora has itself affirmed, in *Vishaka v. State of Rajasthan* (1997), that ratified international treaties fill domestic legislative gaps and are directly applicable.

F.3 Findings — Standard of FPIC

F.3.1 The FPIC Standard Under International Law

Free, Prior and Informed Consent (FPIC) requires that consent be:

Element	Requirement	Standard (ILO 169/UNDRIP)
FREE	Absence of coercion, intimidation, or manipulation	Art. 3 UNDRIP: 'freedetermination'; ILO No. 169 Art. 6: consultation must be 'in good faith... with the objective of achieving agreement.' Inducements that create conditions of coercion vitiate consent.
PRIOR	Before project approval; sufficient time for deliberation	ILO No. 169 Art. 15: consultations shall take place 'prior to commencing or authorising any programme for the exploration of such resources.' Consultations held after project award to contractor do not qualify.
INFORMED	Full disclosure of all relevant information in accessible form	ILO No. 169 Art. 6(2): consultation in good faith requires provision of all relevant information in the community's language. Technical information must be translated and explained by independent experts, not project proponents.
CONSENT	Genuine agreement; right to withhold or withdraw	UNDRIP Art. 19: states 'shall obtain' FPIC, not merely 'consult.' The Human Rights Committee and CESCR have interpreted this as requiring genuine consent, not merely an opportunity to be heard.

F.3.2 Assessment of the HydroMine Nexus Consultation Process

The Special Rapporteur finds that the consultation process conducted by MegaCorp Industries and the State of Verdantia between April–July 2022 did not meet the FPIC standard under ILO Convention No. 169 or UNDRIP for the following reasons:

(i) Absence of Independent Interpretation

All three consultation meetings were conducted in the national language. The forest dwelling communities speak Aranyabhasa, Naditibhasa, and Girijanaboli as their primary languages; national language proficiency is limited, particularly among women and elders who constitute the custodians of traditional ecological knowledge and decision-making authority. The use of a government-employed interpreter, rather than a community-nominated independent interpreter, created a structural condition under which the communities could not meaningfully participate in discussions about the project's technical implications. This finding is supported by sworn testimony collected from 14 community members by the Special Rapporteur's team.

(ii) Inadequate Prior Notice

The first consultation meeting (14 April 2022) was publicised only by notice board posting at the District Collectorate on 9 April 2022 — five days prior to the meeting date. The affected communities are located 85–120 kilometres from the Collectorate. The Special Rapporteur's analysis of community decision-making processes indicates that a meaningful Gram Sabha consultation requires a minimum of 30 days advance notice to allow all community members to return from seasonal work, to convene traditional deliberative assemblies, and to prepare responses. Five days' notice is categorically inadequate.

(iii) Evidence of Inducements Amounting to Coercion

The Special Rapporteur received consistent and credible testimony from seven community members, corroborated by an affidavit from a retired District Forest Officer present at the meeting of 22 May 2022, indicating that:

- MegaCorp representatives met privately with the Headman of Aranya Gram and the principal Patel of the River Spirits Group, separate from the community assemblies;
- Employment offers (a minimum of 6 positions per village chief's family) and cash payments were discussed in these private meetings;
- Following these private meetings, the respective community leaders changed their public positions from opposition to support.

The Special Rapporteur emphasises that inducements offered directly to community leaders — whether or not they cross the legal threshold of bribery under Aurora's domestic law — categorically vitiate the 'free' element of FPIC when they create a structural misalignment between the interests of community representatives and the collective interests of the community they represent. This principle is affirmed by the Inter-American Court of Human Rights in *Saramaka People v. Suriname* (2007) and by the CESCR General Comment No. 24 (2017).

(iv) Gram Sabha Resolution — Recorded Consent vs. Actual Consent

The Special Rapporteur reviewed the gram sabha resolution of Aranya Gram dated 14 June 2022, which records unanimous consent. Cross-referencing this document with the Special Rapporteur team's field interviews and the testimony in Annexure B reveals serious inconsistencies. Multiple community members who were present at the meeting deny that a vote was taken; others report that silence was coercively interpreted as consent by the presiding Revenue official.

The Special Rapporteur notes that the gram sabha is a constitutionally mandated institution under Article 243A of the Constitution of Aurora, and its resolutions carry the status of democratic community decisions. The fabrication or manipulation of such a resolution constitutes not merely a violation of FPIC but a violation of constitutional democracy at the grassroots level.

F.4 Findings — Criminalisation of Defenders and Intimidation

The Special Rapporteur received information from EcoGuard Alliance and tribal community leaders regarding the following incidents:

- Twelve community members who publicly opposed the project were charged under Section 353 IPC (assault on public servant) following protests at the Verdanta District Collectorate on 22 January 2023. The charges are disputed and appear to be retaliatory.

- Three EcoGuard Alliance field researchers conducting independent environmental monitoring in the ERR were detained by Verdantia State Police on 15 March 2023 under the Forest Conservation Act for alleged 'unauthorised entry' into the forest — an allegation that is legally questionable given EcoGuard's community cooperation arrangements and established precedent on journalists' and civil society organisations' access rights.
- Elder Birsa Woodfolk, the lead deponent in Annexure B, reported receiving anonymous threatening messages on his mobile telephone warning him against participation in court proceedings. This was reported to the District Police, who have not registered a First Information Report.

The Special Rapporteur recalls that the right to defend human rights, including environmental rights, is protected under the UN Declaration on Human Rights Defenders (1998). The criminalisation of legitimate protest and the intimidation of community leaders who participate in judicial proceedings are inconsistent with Aurora's obligations under the ICCPR Articles 19 and 22.

F.5 Recommendations

The Special Rapporteur respectfully recommends that the Government of Aurora:

11. Immediately suspend all construction and mining activities in the ERR until a FPIC process compliant with ILO Convention No. 169 and UNDRIP has been completed and verified by an independent international monitoring body.
12. Enact comprehensive FPIC legislation, closing the legislative lacuna identified in the Forest Rights Act, 2006, to provide a domestic statutory basis for FPIC rights consistent with ILO Convention No. 169 and UNDRIP.
13. Investigate and, where warranted, prosecute the alleged inducements made to community leaders during the consultation process, and ensure accountability for the falsification of the Aranya Gram gram sabha resolution.
14. Withdraw criminal charges against community members and civil society representatives who engaged in peaceful protest or environmental monitoring activities.
15. Ensure that any future EIA process for the HydroMine Nexus Project — or any comparable project — is conducted with the full, equal, and linguistically accessible participation of affected indigenous communities from the project scoping stage.
16. Establish a National FPIC Protocol in consultation with indigenous peoples' organisations, providing procedural guidance for Government ministries, statutory bodies, and investors.

Special Rapporteur on the Rights of Indigenous Peoples United Nations Human Rights Office of the High Commissioner Geneva, 18 November 2023 [Official UN Communication: A/HRC/SR-IP/AUR/2023]

NOTE: This report is a communication under the Special Procedures mechanism of the Human Rights Council. It is not a binding legal determination but constitutes authoritative guidance on international human rights standards and may be accorded significant weight by domestic courts and international tribunals.

ANNEXURE G

IUCN RED LIST ASSESSMENT—AURORATIGER (*Panthera aurorae*)

Critically Endangered | IUCN Red List of Threatened Species, 2023 | Version 2023-1

IUCN Red List Category: **CRITICALLY ENDANGERED (CR)** Criteria Met: *A2acd; B1ab(i,ii,iii,iv,v); C2a(i)*
Year Published: 2023 | Previous Assessment: *Endangered (EN) 2019* | Change: *UPLISTED* Assessors:
IUCN Cat Specialist Group — Aurora Tiger Working Group (12 scientists) Reviewers: IUCN Species Survival Commission (SSC) — Asian Big Cat Sub-Group

G.1 Taxonomic Authority and Distribution

Kingdom	Animalia
Phylum	Chordata
Class	Mammalia
Order	Carnivora
Family	Felidae
Genus	<i>Panthera</i>
Species	<i>Panthera aurorae</i> — Griffith & Sundaram, 1903 (revised 2018)
Common Name	Aurora Tiger; Verdant Forest Tiger (vernacular)
Endemic Range	Evergreen Rainforest Reserve (ERR), State of Verdantia, Republic of Aurora. ENDEMIC — no viable population exists outside the ERR.
Global Population (2023)	147 ± 18 mature individuals (95% CI) — SOURCE: Camera trap survey, Aurora Institute of Ecology, 2022
Population Trend	DECREASING — 28.4% decline over 3 generations (15 years) based on occupancy analysis
CITES Listing	Appendix I — prohibits all commercial trade in the species or its habitat components
CMS Listing	Appendix I — requires Range States to strictly protect the species

G.2 Assessment Criteria — Basis for CR Uplisting

G.2.1 Criterion A — Population Reduction

Criterion A2 (observed/estimated/inferred/suspected reduction in population over the last 10 years or 3 generations, whichever is longer, where the causes of the reduction may not have ceased):

- A2a: Based on a decline in area of occupancy and/or quality of habitat — CONFIRMED. Camera trap occupancy analysis indicates a 28.4% decline in occupancy probability across ERR grid cells over the period 2008–2023, exceeding the 25% threshold for CR under Criterion A2a.
- A2c: Based on a decline in area of occupancy — CONFIRMED. The ERR area of occupancy has not formally decreased due to deforestation, but habitat quality degradation from road construction, edge effects, and human encroachment has reduced functional habitat by an estimated 19%.
- A2d: Actual or potential levels of exploitation — CONFIRMED IN PART. While direct poaching is not the primary driver, prey base depletion through habitat degradation constitutes a form of indirect exploitation of the species.

G.2.2 Criterion B — Geographic Range

Criterion B1 (extent of occurrence less than 5,000 km² and at least 2 of the following):

- B1a: Population severely fragmented—CONFIRMED. The Aurora Tiger is restricted to a single contiguous habitat patch (the ERR). No satellite population exists. Single-population restriction is, by definition, severe fragmentation.
- B1b(i): Continuing decline in extent of occurrence — PROJECTED. The HydroMine Nexus construction, now underway, will reduce the contiguous ERR from 5,000 km² to approximately 2,800 km² by reservoir inundation, directly triggering B1b(i).
- B1b(ii): Continuing decline in area of occupancy — PROJECTED, same basis.
- B1b(iii): Continuing decline in area, extent, or quality of habitat — CONFIRMED by post-construction monitoring data (ASRO satellite imagery, 2024: 15% deforestation confirmed).
- B1b(iv): Continuing decline in number of locations or subpopulations — PROJECTED. Central Corridor inundation will permanently separate Northern and Southern ERR sub-populations.
- B1b(v): Continuing decline in number of mature individuals — INFERRED from above.

G.2.3 Criterion C — Small Population Size and Decline

Criterion C2a(i): Population size estimated to number fewer than 250 mature individuals AND an estimated continuing decline over at least one year OR one generation AND at least 90% of mature individuals in one subpopulation:

- Population: 147 ± 18 mature individuals — meets the <250 threshold
- Continuing decline: CONFIRMED (A2 criteria above)
- Single subpopulation: CONFIRMED — 100% of the global population is in the ERR

G.3 Threats Analysis

Rank	Threat	Mechanism	Scope	Severity
1	HydroMine Nexus Reservoir & Mining — Habitat Destruction	Direct inundation + fragmentation of Central Corridor	Whole (ERR-wide)	VERY HIGH — potentially extirpating
2	Human-Wildlife Conflict — retaliatory killing	Displacement of tigers toward human settlements by construction noise	Restricted (peripheral)	HIGH
3	Prey Base Decline	Reservoir submergence of grassland/riparian ungulate habitat; noise displacement	Whole	HIGH
4	Water and Soil Contamination	Mining effluent toxicity to prey species and water sources	Moderate (localised to contamination plumes)	MEDIUM
5	Inbreeding Depression	Central Corridor elimination isolates Northern and Southern subpopulations	Whole	HIGH (long-term)
6	Climate Change	Shift in prey distribution; reduced forest cover from climate feedback loops	Whole	MEDIUM (synergistic)

G.4 Conservation Actions — Required Under International Law

G.4.1 Current in-situ conservation measures are INADEQUATE relative to the threatlevel, for the following reasons:

- The ERR Tiger Reserve (notified 2015) boundary does not encompass the full genetic range of the Northern subpopulation, leaving approximately 340 km² of regular tiger ranging area outside reserve protection.
- The Compensatory Biodiversity Fund (INR 500 crores) proposed in the EIA is entirely inadequate as an ex-situ or in-situ conservation substitute; the IUCN SSC conservatively estimates that a viable long-term management program for the Aurora Tiger requires approximately INR 2,200 crores over 20 years.

- No genetic rescue programme exists. Aurora does not have an ex-situ captive population of Aurora Tigers; the nearest captive holders are three zoos in Verdanta and Capital City with a combined captive population of 8 individuals, all descended from a single founding pair — insufficiently diverse for a captive breeding and reintroduction programme.

G.4.2 Minimum Conservation Actions Required to Prevent Extinction:

17. Immediate legal protection of the full 4,500 km² Central Corridor and adjacent habitat under Schedule I of the Wildlife Protection Act, 1972, with boundary extension of the ERR Tiger Reserve.
18. Prohibition of any activity — including reservoir impoundment, mining, or road construction — that interrupts the Central Corridor pending establishment of functional wildlife passages.
19. Establishment of a genetically managed captive insurance population at Aurora's National Centre for Wildlife Sciences within 5 years, as a hedge against in-situ extinction.
20. Transboundary cooperation with any state in the range of the former historical tiger distribution for reintroduction corridor identification.

IUCN POSITION: The IUCN does not formally advocate positions in domestic legal proceedings. However, this assessment is provided to assist the Hon'ble Court in understanding the scientific consensus on the conservation status of the Aurora Tiger. The IUCN notes that Aurora's obligations under the CBD (Article 8), CITES, and CMS collectively require Aurora to take all feasible measures to prevent the extinction of Appendix I and Red List species, and that these obligations apply regardless of competing development interests.

Approved by: IUCN Red List Committee Gland, Switzerland | September 2023



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ANNEXURE H

AURORA'S NATIONALLY DETERMINED CONTRIBUTION (NDC) — UPDATED 2022

Submitted to the UNFCCC Secretariat | 1 November 2022 | Reference: UNFCCC/NDC/AUR/2022-2

H.1 Executive Summary and Political Mandate

The Republic of Aurora submits this Updated Nationally Determined Contribution pursuant to Article 4 of the Paris Agreement and Decision 1/CP.26 (Glasgow Climate Pact), which called upon all Parties to revisit and strengthen their 2030 targets. This NDC supersedes Aurora's previous NDC submitted in 2016.

Aurora's Updated NDC reflects the outcomes of a two-year national consultation process, including stakeholder engagement with civil society, industry, science academies, and state governments, coordinated by the National Climate Change Authority (NCCA) under the Environment Protection Act, 1986. The updated targets represent the highest possible ambition consistent with Aurora's national circumstances, including its status as a developing economy with significant poverty eradication obligations.

H.2 Aurora's Climate Targets

Target Category	Previous NDC (2016)	Updated NDC (2022)
Net-Zero Emissions Target	No net-zero commitment	NET-ZERO by 2070
Non-Fossil Fuel Electricity Capacity (by 2030)	40% of installed capacity	50% of installed capacity — ABSOLUTE TARGET
Emissions Intensity Reduction (vs. 2005 GDP baseline)	33–35% reduction by 2030	45% reduction by 2030
Forest Carbon Sink (by 2030)	2.5 billion tCO ₂ e additional cumulative	3 billion tCO₂e additional cumulative
Renewable Energy Installed Capacity (2030)	175 GW	500 GW
Electric Vehicle Penetration (by 2030)	30% of new vehicle sales	50% of new vehicle sales — requires domestic rare earth supply chain

H.3 The Role of Hydropower and Rare Earth Minerals in Aurora's Energy Transition

H.3.1 Hydropower as 'Backbone' Renewable Energy

Aurora's 500 GW renewable energy target by 2030 includes 60GW of new hydroelectric capacity. Hydroelectric power provides firm, dispatchable, low-carbon energy that is essential for grid stability as variable renewable sources (solar, wind) scale up. Aurora's National Power Planning Study (2021) identified that achieving 50% non-fossil electricity without an expanded hydroelectric base would require battery storage capacity that is technically and economically unfeasible by 2030.

The HydroMine Nexus Project (2,000 MW) is classified under Aurora's NDC implementation plan as a 'Tier 1 Priority Project' — one of six hydroelectric projects nationally that are considered critical to achieving the 2030 electricity target. The MENR's projections indicate that failure to commission the HydroMine Nexus by 2028 would reduce Aurora's non-fossil electricity share to approximately 43% by 2030 — below the 50% target and constituting a failure of Aurora's NDC commitment.

The NDC classifies hydropower as a 'clean energy' source for NDC accounting purposes under the Paris Agreement's Article 4 flexibility. This classification is based on IPCC AR5 lifecycle GHG assessments that predated updated understanding of tropical reservoir methane emissions. The UNFCCC Secretariat has not formally challenged this classification, but EcoGuard Alliance's complaint (referenced in Para. 21 of the Statement of Facts) raises a live question about whether the HydroMine Nexus reservoir can legitimately count as clean energy under current science.

H.3.2 Rare Earth Minerals and the EV Battery Supply Chain

Aurora's 50% EV target requires a domestic supply of rare earth elements (REEs), including neodymium, dysprosium, and praseodymium, for the manufacture of permanent magnet motors used in electric vehicles. Aurora currently imports 92% of its REE requirements, primarily from two foreign suppliers. The Verdantia Highlands REE deposit — identified by MegaCorp's 2019–2020 prospecting surveys — is estimated at 4.2 million tonnes of REE oxide equivalent, sufficient to meet approximately 40% of Aurora's projected domestic demand through 2050.

The NDC explicitly states: 'Aurora's domestic rare earth mineral resources in the Verdantia Highlands represent a strategic national asset for the energy transition, reducing dependence on imported materials for EV battery and motor manufacturing and supporting the creation of a domestic clean technology supply chain. The Union intends to develop these resources sustainably and equitably in partnership with local communities, with full compliance with applicable environmental and social standards.'

MOOT SIGNIFICANCE: This NDC passage was drafted before the tribal consent controversy became fully public. It commits Aurora to 'equitable partnership with local communities' and 'full compliance with applicable environmental and social standards' — language that Petitioners may argue Aurora has violated, and which the Respondents may argue imposes obligations the state has attempted to meet.

H.4 Biodiversity and Nature-Based Solutions

H.4.1 Alignment with the Kunming-Montreal Global Biodiversity Framework

Aurora's Updated NDC recognises the linkage between climate change and biodiversity loss, consistent with the joint findings of the IPCC and IPBES (Intergovernmental Science-Policy Platform on Biodiversity and Ecosystem Services) in their 2021 workshop report. The NDC commits Aurora to:

- Protect 30% of its land area as conservation zones by 2030 (aligning with Kunming-Montreal Target 3 — '30x30')
- Restore 26 million hectares of degraded land by 2030
- Maintain existing forest carbon sinks, including by protecting old-growth forests in the ERR and comparable sites

H.4.2 The Internal Contradiction

Aurora's NDC Annex III (Land Use, Land Use Change and Forestry) commits Aurora to maintaining the ERR as a protected forest carbon sink. Annex III specifically states: 'The Evergreen Rainforest Reserve, as a UNESCO World Heritage Site and Key Biodiversity Area, is identified as a Priority Carbon Sink Zone. No net deforestation in this zone is projected or intended under Aurora's NDC.'

CRITICAL INTERNAL INCONSISTENCY: Aurora's own NDC simultaneously (a) identifies HydroMine Nexus as a Tier 1 Priority Project (Annex I), and (b) commits to no net deforestation in the ERR (Annex III). These two commitments cannot be simultaneously fulfilled given the project's 782-hectare forest diversion requirement and 410 km² reservoir inundation. This internal inconsistency was apparently not resolved during the NDC drafting process and has not been officially acknowledged by Aurora.

H.5 Finance, Technology, and Capacity Building

Aurora's Updated NDC contains conditional and unconditional targets. The 50% non-fossil electricity and net-zero by 2070 targets are unconditional. The following targets are conditional upon receipt of international climate finance:

- Additional 10% emissions reduction beyond the unconditional target (55% total) by 2030
- Accelerated EV transition (60% new sales by 2030, conditional)
- Enhanced forest protection including ERR buffer zone expansion

Aurora's NDC identifies a climate finance requirement of USD 2.5 trillion between 2021–2050 to achieve its full ambition targets. To date, Aurora has received approximately USD 180 billion in climate finance commitments, of which USD 62 billion has been disbursed.

H.6 Transparency Framework and Monitoring

Aurora commits to biennial reporting under the Enhanced Transparency Framework (ETF) established at COP26. Aurora's national GHG inventory is prepared by the National Climate Change Authority in accordance with the IPCC 2006 Guidelines. Annual emission data is submitted to the UNFCCC Secretariat.

Aurora's NDC transparency framework includes an express commitment to: 'accurately account for all domestic mitigation activities, including hydroelectric projects, using the most current IPCC methodology for GHG accounting, and to update project classifications where new scientific evidence alters lifecycle GHG assessments.'

This transparency commitment is directly relevant to EcoGuard Alliance's UNFCCC complaint (Para. 21 of the Statement of Facts). If the HydroMine Nexus reservoir is a net GHG emitter during the 2030 accounting period (as projected by Prof. Vega in Annexure C), Aurora's NDC transparency commitment would require it to re-classify the project — a result that would also undermine the Respondents' 'national interest' justification for the project.

Submitted on behalf of the Republic of Aurora:

Sd/– Minister of Environment, Forests and
Climate Change Republic of Aurora 1 November
2022

Sd/– National Climate Change Authority
Republic of Aurora Ref:
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