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### **Paris Climate Agreement: A Victory or Defeat of Climate Justice**

*by*  
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The 21<sup>st</sup> Conference of Parties (COP21) to the U.N. Convention on Climate Change held at Paris, France from 30<sup>th</sup> November to 12<sup>th</sup> December, 2015 witnessed hard fought, brainstorming deliberations by 196 States to ensure that Paris proves no Copenhagen, no Kyoto and no Rio where commitments made were abandoned in due course. Even after two weeks of intense negotiations, the delegates were left wondering: Will Paris be another Copenhagen, where, famously, the deal had unravelled? The officials worked late into the wee hours, well past the official deadline, to cobble together a document on which 196 nations could put their signatures. Finally, the Conference succeeded in adopting Paris Climate Change Agreement with the acclamation by nearly all the States. Leaders who had staked their reputations on getting a deal done, from U.S. President Barack Obama to French President Francois Hollande, hailed the Agreement as a planetary social contract of historic proportions. Even India, a petulant participant at the earlier stages of the Conference, declared that Climate justice had been done. What calls for celebration is the fact that the deal was stuck among plot twists, the villains at the start of the saga ended up looking not-too-bad, while the heroes ended up just a little short of heroic. Interestingly, India, the arch "villain" of Paris, was pivotal in making the deal happen. The Paris Agreement, in the art of deal making, demonstrates no win, no loss situation for the States. Despite being a modest deal, the strength of the Agreement lies in its acceptability to all States.

The Paris Agreement is open for signatures at the U.N. Headquarters in New York from 22<sup>nd</sup> April, 2016 to 21<sup>st</sup> April, 2017. Thereafter, the Agreement shall be open for accession from the date on which it is closed for signatures. Instruments of ratification, acceptance, approval or accession shall be deposited with the Depository.<sup>1</sup> The Secretary General of U.N. will be Depository of the Agreement. The Agreement shall enter into force on the thirtieth day after the date on which at least 55 Parties to the



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Convention accounting in total for at least an estimated 55% of the total global greenhouse gas emissions have deposited their instruments of ratification, acceptance, approval or accession.<sup>2</sup>

The Agreement is expected to take effect in 2020. The Paris document which is outcome of COP 21 consists of two parts: A Decision of the Conference of Parties which is non-binding, and a Paris Agreement, which when signed and ratified will constitute legally binding Agreement.

What is legally binding in the Paris Agreement? The Agreement institutionalises a "pledge and review" system, whereby States are committed to offering voluntary climate change actions that would then be subject to periodic (in this case five years) reviews but, with no penalties for not achieving these voluntary targets: The question arises; why go to all the trouble to have a legal agreement if this is all that it seeks to achieve?

## **I. GOAL AND VISION**

The Agreement recognises that climate change represents an urgent and potentially irreversible threat to human societies and the planet and thus requires the widest possible cooperation by all countries. The goal and vision of the Agreement is to hold by the year 2021, the increase in global average temperature to well below 2°C above pre-industrial levels by and pursuing efforts to limit the increase to 1.5°C. However, no detailed time plan or country-specific goals for emissions are spelled out in the Paris Agreement-as opposed to the Kyoto Protocol. A Zero level emission should be achieved during second half of the country according to the Agreement.

The Agreement emphasises that enhanced pre-2020 ambition can lay solid foundation for enhanced post-2020 ambition. It further stresses the urgency of accelerating the implementation of the U.N. Convention on Climate Change and Kyoto Protocol's second commitment period from 1<sup>st</sup> January, 2013 to 31<sup>st</sup> December, 2020 (Doha Amendment)<sup>3</sup> in order to enhance pre-2020 Ambition. The Agreement also recognises the urgent need to enhance the provision of finance, technology and capacity-building support by developed country Parties, to enable enhanced pre-2020 action by developing country Parties.

The enhanced pre-2020 actions are justified and needed because it is widely believed that the pledges under the Second Commitment period of



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the Kyoto Protocol are clearly not enough to guarantee that the temperature will stay below 2°C.

## **II. INTENDED NATIONALLY DETERMINED CONTRIBUTIONS (INDC)**

Conference of Parties of the U.N. Convention on Climate Change at 19<sup>th</sup> session held in Warsaw in November, 2013 invited all Parties to initiate domestic preparations for their INDC towards achieving the objective of the Convention to reduce greenhouse emissions and to communicate them, well in advance of the 21<sup>st</sup> session of the Conference of Parties. The concept of "Nationally Determined Contributions", taking into account the outcomes of both Warsaw COP 19 and Lima COP 20 has to (i) reflect principles of equity and common but differentiated responsibilities and (ii) the country's contribution must be seen in a balanced and comprehensive context. INDC would outline post-2020 Climate Change actions they intend to take under new international agreement.

INDCs are the primary means for governments to communicate internationally the steps they will take to address the climate change in their countries. INDCs will reflect each country's ambition for reducing emissions, taking into account its domestic circumstances and capabilities. Some Parties understand "contributions" to cover contributions on mitigation, while others interpret "contributions" as also including adaptation, finance, capacity building and technology transfer or support. A well-designed INDC is a signal to the world that the country is doing its part to combat climate change and limit future climate risks. INDCs submitted by countries provided key inputs to COP 21 negotiations at Paris and formed the basis on which the structure of Paris Agreement was built.

India submitted its Intended Nationally Determined Contribution (INDC) on the day of Mahatma Gandhi Jayanti, 2<sup>nd</sup> October, 2015.<sup>4</sup> India's INDC provides for reduction in the emissions intensity by 33 to 35 percent by 2030 below 2005 levels and creation of an additional carbon sink of 2.5 to 3 billion tons of CO<sub>2</sub> equivalent through additional forest and tree cover by 2030. The INDC document is prepared with a view to taking

forward the Prime Minister's vision of a sustainable lifestyle and climate justice to protect the poor and vulnerable from adverse impacts of climate change.

The Government of India has taken steps to de-couple the Indian energy system from Carbon. Despite facing enormous development challenges like poverty eradication, ensuring housing, electricity and food security for

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all, India declared a voluntary goal of reducing the emissions intensity by 20-25% below 2005 levels by 2020. A slew of policy measures to promote low Carbon strategies and renewable energy have resulted in the decline of emission intensity by 12% between 2005 and 2010.

Renewable energy sources are a strategic national resource. Harnessing these sources will put India on a path to a cleaner environment, energy independence and a stronger economy. The renewable energy technologies contribute to better air quality, reduce reliance on fossil fuels, curb global warming, add jobs to the economy, and protect environmental values such as habitat and water quality. India has adopted several ambitious measures for clean and renewable energy, energy efficiency for various sectors of industries, achieving lower emission intensity in the automobile and transport sector, non-fossil based electricity generation and building sector based on energy conservation. India is launching various programmes to generate energy from clean energy sources including Solar Power, Wind Power, Hydro Power and Biomass Power.

India has ambitious climate action plans in place. Preliminary domestic requirements to implement national climate action plans add up to more than USD 2.5 trillion between 2015 and 2030. Developing countries like India are resource constrained and are already spending enormous amounts to combat climate change. Implementing climate change mitigation and adaptation actions would require domestic and new additional funds from developed countries in view of the resource required and resource gap.

### **III. DECISION-COP 21**

Part II of the Draft Decision at COP 21 entitled "Intended Nationally Determined Contributions" welcomes the INDCs already communicated by the Parties and invites all Parties who have not yet done so to communicate to the Secretariat their INDCs as soon as possible and well in advance of the COP 22 (November, 2016) and in a manner that facilitates the clarity, transparency and understanding of the INDCs.

Part III of the Draft Decision at COP21 entitled "Decisions to Give Effect to the Agreement" urges Parties whose INDC contains a time frame up to 2025 to communicate by 2020 a new INDC and to do so every five years thereafter. It requests those Parties whose INDC contains a time frame up to 2030 to communicate or update by 2020 these contributions and to do so every five years thereafter.

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### **IV. PARIS AGREEMENT, 2015**

The Paris Agreement spells out the aim of the Parties to reach global peaking of greenhouse gas emissions (Peaking Year) and recognises that Peaking will take longer

for the developing country Parties.<sup>5</sup>

The Agreement requires the Parties to undertake rapid reductions after the Peaking year in accordance with the best available science, so as to achieve a balance between emissions by sources and removals by sinks of greenhouse gases in the second half of this century (Emission Neutrality or Net Zero Emissions) on the basis of equity, and in context of sustainable development and efforts to eradicate poverty.<sup>6</sup>

The Agreement provides that each Party shall prepare, communicate and maintain successive nationally determined contributions that it intends to achieve.<sup>7</sup> Each Party shall pursue domestic mitigation measures with the aim of achieving the objectives of such contributions.<sup>8</sup> Each Party's successive nationally determined contribution will represent a progression beyond the Party's then current nationally determined contribution and reflect its highest ambition, reflecting its common but differentiated responsibilities and respective capabilities, in the light of different national circumstances.<sup>9</sup>

The Agreement requires each Party to communicate nationally determined contribution every five years nationally determined contributions communicated by Parties shall be recorded in a public registry maintained by the Secretariat.<sup>10</sup> The Agreement provides for the establishment of a mechanism to promote mitigation or greenhouse gas emissions under the authority and guidance of Conference of Parties.<sup>11</sup> The Conference of Parties shall adopt rules, modalities and procedures for the mitigation mechanism. The Agreement calls upon the Parties to promote mitigation and adaptation ambition in their INDCs. The Parties are also required to enhance Public Private Participation in the implementation of nationally determined contributions.




## **V. COMMON BUT DIFFERENTIATED RESPONSIBILITIES (CBDR)**

The principle of common but differentiated responsibilities with respective capabilities is an offshoot of intra-generational equity which underlies the concept of sustainable development. The principle is an indispensable weapon of the developing countries in climate change negotiations for demanding funds and technology from the developed countries. The principle is deeply enshrined in U.N. Convention on Climate Change, 1992 which entered into force in 1994. On the basis of the principle of common but differentiated responsibilities, the Convention divided the world in two Groups-Developed States that needed to cut GHG emissions and Developing States that did not need to cut GHG emissions.<sup>12</sup> Annex I to the Convention contained the list of developed states that were supposed to take emissions cuts. The rest of the countries were famously known as non-Annex I Countries. Annex II mentioned a list of six GHG that were supposed to be cut, namely, carbon dioxide, methane, nitrous oxide, per fluorocarbons, hydro fluorocarbons and sulfur hexafluoride. The division was considered fair and equitable on the basis of principle of common but differentiated responsibilities and respective capabilities. The non-Annex I States were expected to take mitigation and adaptation measures that too conditional on financial and technological support of Annex I States. However, mandatory emissions cut was something the non-Annex I states were exempt from. The differentiation was justified on the basis of CBDR, the main tool used by developing states during climate change negotiations.<sup>13</sup>

The principle CBDR was acceptable to all the states-Annex I as well as non-Annex I

and became the basis of Kyoto Protocol, 1997 which required Annex I States to collectively reduce their GHG emissions by at least 5.2% below their 1990 levels during the first commitment period of five years from 1<sup>st</sup> January, 2008 to 31<sup>st</sup> December, 2012. The State Parties were assigned individual targets to meet this overall goal. The target was very modest but by the time Kyoto Protocol entered into force in 2005, Annex I States turned against it and had started getting distinctly uncomfortable with CBDR.<sup>14</sup> The United States refused to ratify the Kyoto Protocol and later even countries like Japan, Australia and Canada walked out of Kyoto Protocol. The principle of CBDR witnessed the division of developed and developing states throughout climate change negotiations. Unlike Kyoto, Paris Agreement requires all states demonstrable action to reduce GHG emissions but the quantum and extent of the reductions is left to the

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States themselves. The quantum of the emission cuts is to be self-determined and not assigned in a Kyoto-like way. On the issue of emission cuts, CBDR paved way for INDCs which constitutes the foundation for building the structure of the Paris Agreement. However, CBDR finds a place in the Agreement at several places.

## **VI. LOSS AND DAMAGE**


The Paris Agreement recognises importance of averting, minimising and addressing loss and damage associated with the adverse effects of climate change, including extreme weather events and the role of sustainable development in reducing the risk of loss and damage.<sup>15</sup> The Agreement provides that the Warsaw International Mechanism for Loss and Damage associated with climate change impacts shall be subject to the authority and guidance of the Conference of Parties.<sup>16</sup> The Parties should enhance and strengthen Warsaw Loss and Damage mechanism on a cooperative and facilitative basis with respect to lost and damage associated with the adverse effects of climate change.<sup>17</sup>

The Agreement dilutes and weakens the loss and damage mechanism by not even referring or mentioning liability and compensation regime. The mechanism is a baby of the developing countries and needs time to grow.

## **VII. MITIGATION, ADAPTATION AND TECHNOLOGY TRANSFER**

The Agreement provides that the developed country Parties shall provide financial resources to assist developing country Parties with respect to both mitigation and adaptation in continuation of their existing obligations under the Convention.<sup>18</sup> Other Parties are encouraged to provide or continue to provide such support voluntarily.<sup>19</sup> As a part of the global effort, the developed country Parties should take lead in mobilising climate finance from various sources.<sup>20</sup> The word "should" and not "shall" is used at the behest of United States. The Financial Mechanism of the Convention shall serve as Financial Mechanism of the Agreement.<sup>21</sup> The Conference of Parties at COP 21 decides to strengthen the Technology Mechanism and requests the Technology Executive Committee and Climate Technology Centre and

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Network to support the implementation of the Agreement and to undertake further work relating to technology development and technology enhancement.

The Agreement reaffirms the importance of technology for implementation of mitigation and adaptation actions and emphasises that the Parties shall strengthen cooperative action on technology development and transfer.<sup>22</sup> The Agreement loudly proclaims that the Technology Mechanism established under the Convention shall serve as Technology Mechanism of the Agreement.<sup>23</sup>

The provisions of the Agreement relating to mitigation, adaptation and technology transfer are mere re-affirmations, reiteration and pledges and do not sharpen and strengthen the mechanisms of the Convention.

#### **VIII. FUNDING MECHANISM**

The Conference of Parties at COP 21 resolves to enhance the provision of urgent and adequate finance, technology and capacity building support by developed country Parties in order to enhance the level of ambition of pre-2020 action by Parties, and in this regard strongly urges developed country Parties to scale up their level of financial support, with a concrete roadmap to achieve the goal of jointly providing USD 100 billion annually by 2020 for mitigation and adaptation while increasing adaptation finance and to further provide appropriate technology and capacity building support.

#### **IX. COMPLIANCE MECHANISM**

The Agreement has a compliance mechanism which is non-punitive and operates on the basis of policy of name and shame. The pressure of being exposed as defaulter at the international level operates as sanction.

The Agreement establishes a mechanism to facilitate implementation and promote compliance with the provisions of the Agreement.<sup>24</sup> The compliance mechanism will consist of a Committee that shall be expert-based and facilitative in nature and function in a manner that is transparent, non-adversarial and non-punitive.<sup>25</sup> The Committee shall pay particular attention to the respective national capabilities and circumstances of Parties.<sup>26</sup> The Committee shall report annually to the Conference of Parties.<sup>27</sup>



#### **X. GLOBAL STOCKTAKE**

The Conference of Parties shall periodically take stock of the implementation of the Agreement to assess the collective progress towards achieving the purpose of the Agreement and its long term goals (global stocktake).<sup>28</sup> The Conference of Parties shall undertake its first global stocktake in 2023 and every five years thereafter.<sup>29</sup>

#### **XI. LINKAGE BETWEEN CLIMATE CHANGE, SUSTAINABLE DEVELOPMENT AND ERADICATION OF POVERTY**

The Agreement recognises and emphasises the intrinsic relationship that climate change actions, responses and impacts have with equitable access to sustainable development and eradication of poverty.

##### **A. Sustainable Development Goals**

The United Nations adopted Sustainable Development Goals in its New York Headquarters during celebration of its 70<sup>th</sup> anniversary in September, 2015.<sup>30</sup> The Seventeen Sustainable Development Goals (2016-30) replace eight Millennium Development Goals (2000-2015) which are supremely ambitious, transformational and aim at making the world free of poverty, hunger, disease and want where life can thrive.<sup>31</sup> Sustainable Development Goals balance the three dimensions of sustainable development, namely, ecological development, economic development and social

development. The Goals aim at transforming the world for the better.

The Agenda of Sustainable Development Goals is plan of Action for: 1 People (to save people from the tyranny of Poverty and hunger) 2 Planet (to save the planet from environmental degradation) 3 Prosperity (Ensuring People to enjoy prosperous life) 4 Peace (there can be no peace without sustainable development and no sustainable development without peace) 5 Partnership (Collaborative Partnership of all countries and all peoples). The Agenda is of the Peoples, by the Peoples and for the Peoples.



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The Seventeen Sustainable Development Goals replace Eight Millennium Development Goals and will come into effect on 1<sup>st</sup> January, 2016 and will guide us over next 15 years. The 17 SDGs and 169 targets are integrated and indivisible, global in nature and universally applicable. These have strong bonds with peace and security and are also linked with sports which promote tolerance and health.

The United Nations launched Technology Facilitation Mechanism (TFM) to implement SDGs. Technology Facilitation Mechanism was established by the Addis Adaba Action Agenda (July 2015) to support SDGs. India proposed TFM in 2012 which finds a place in SDG Document. UN has estimated that new goals could cost \$172.5 trillion over a period of 15 years. The developed countries have agreed to contribute 2.5 trillion USD for capacity building for the purpose of technology facilitation and not technology transfer at Addis Ababa in July, 2015 and have suggested that the rest must be generated by nations at the domestic level though their tax reforms regimes, like, controlling illicit funds, curbing the menace of corruption etc. with limited Overseas Development Assistance (ODA) amounting to just 2.5 trillion USD, it is unrealistic and highly improbable to expect the generation of balance amount of 170 trillion USD through national tax reforms regimes.

The weakness of the Addis Ababa Agenda is that unlike Green Climate Fund for Controlling Climate Change, there is no financial institution for the generation of Overseas Development Assistance to implement SDGs. Moreover, there is no body like Conference of Parties to U.N. Convention on Climate Change or U.N. Convention on Biodiversity to monitor the implementation of SDGs. Nevertheless, SDGs are bold, ambitious and aim at transforming the world to make it a better place to live.

## **B. Human Rights**

The Paris acknowledges that climate change is a common concern of mankind. Parties should, when taking action to address climate change, respect, promote and consider their respective obligations on human rights, the right to health, the rights of indigenous peoples<sup>32</sup>, local communities, migrants, children, persons with disabilities and people in vulnerable situations and the right to development, as well as gender equality, empowerment of women and inter-generational equity.



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Climate has intrinsic links with human rights inasmuch as, being part of environment, enjoys the status of a basic or fundamental human right-so basic, so fundamental, so central in the hierarchy of human rights that it has acquired the

character of peremptory norm (Jus Cogens) in international law.

The Agreement acknowledges that the climate justice demands climate change actions to ensure integrity of all ecosystems including oceans, bio-diversity in view of human rights considerations and equitable access to the resources of the Mother Earth.

## **XII. INDIA'S PERSPECTIVE**

India is amongst few countries in the world which has incorporated provisions in the constitution of India for the protection and improvement of the environment.<sup>33</sup> In addition, the legislative and regulatory framework having implications on climate change consists of: Environment (Protection) Act, 1986; Air (Prevention and Control of Pollution) Act, 1981; Indian Forests Act, 1927; Forest (Conservation) Act, 1980; Biodiversity Act, 2002; Energy Conservation Act, 2001 and National Green Tribunal Act, 2010. Nevertheless, India does not have any dedicated legal instrument to deal with reduction of GHG and mitigating climate change.

Environment (Protection) Act, 1986 gives powers to the Central Government to issue notifications or rules to address any specific issues pertaining to environmental pollution. Although these are rules to regulate ambient air quality standards and industrial air pollution, there is no rule or notification to specially address climate change.

Energy Conservation Act, 2001 provides regulatory impetus to energy efficient activities by establishing Bureau of Energy Efficiency. The Act spells out energy consumption norms for industries and prescribes energy efficient building codes. It also provides for energy labeling and standards for electrical appliances. Energy efficiency institutional practices and programmes in India are guided through various voluntary and mandatory provisions of the Energy Conservation Act. Energy Conservation Act, 2001 was amended in 2010 and 2010 Amendment of the Act introduced various climate friendly energy conservation measures. The Act empowers the Central Government to issue the energy savings certificates to the designated consumer whose energy consumption is less than the prescribed norms and standards in accordance with the procedure a may be prescribed. The designated consumer whose energy consumption is more than the prescribed norms and standards shall be entitled to purchase the energy

savings certificates to comply with the prescribed norms and standards. The Central Government may, in consultation with the Bureau, prescribe the value of per metric ton of oil equivalent of energy consumed. An analysis of the 2010 Amendment evidences that the Amendment prescribes the procedure which is parallel to emission trading of the Kyoto Protocol which is in substance national version of Kyoto emission trading.

National Green Tribunal Act, 2010 operationalises the right to healthy environment and loudly proclaims that the principle of sustainable development, polluter pays principle and precautionary principle shall be applied by the Tribunal in dealing with cases of compensation for environmental damage. In addition to original jurisdiction in compensatory cases, the Tribunal has appellate jurisdiction to hear appeals arising from Water (Prevention and Control of Pollution) Act, 1974, Air (Prevention and Control of Pollution) Act, 1981, Environment (Protection) Act, 1986, Forest (Conservation) Act, 1980 and Biodiversity Act, 2002.

There is no specific and separate climate change legislation to come to grips with



the menace of climate change. There is no legislation to implement Kyoto Protocol despite the fact that India is not only a Party to the Protocol but a staunch supporter of Protocol. Unlike ozone depletion rules made by the Central Government, India has not taken any step to make rules for climate change mitigation and adaptation under Environment (Protection) Act, 1986.

Prime Minister's Council on Climate Change was constituted in 2007 with Prime Minister as Chairperson, Ministers and Experts. In 2008, India launched National Action Plan on Climate Change (NAPCC). The implementation of NAPCC is designed to take place through Eight National Missions which are as follows:

1. National Solar Mission.
2. National Mission for Enhanced Energy Efficiency
3. National Mission on Sustainable Habitat
4. National Water Mission
5. National Mission for Sustainable Agriculture
6. National Mission for Sustaining the Himalayan Ecosystem
7. National Mission for a Green India
8. National Mission on Strategic Knowledge for Climate Change

In addition to the National Action Plan, India has taken several other measures to combat climate change.



Expert Group on Low Carbon Strategies for Inclusive Growth was set up by the Planning Commission in 2010 to suggest low Carbon pathways consistent with inclusive growth in India. The Expert Group submitted its interim report in May, 2011 providing a menu of options and showed that it is possible for India to reduce its emission intensity by 20-25% below 2005 levels by the year 2020. The Final Report submitted in April, 2014 provides a more detailed and longer term assessment of these options, and the welfare implications of the low carbon strategy.

To enhance knowledge about the impacts of climate change at the national and sub-national level, Indian Network for Climate Change Assessment (INCCA) was launched in 2009. The programmes envisaged under the aegis of INCCA include those on Black Carbon, Ecosystem Monitoring, Centre for Advance Studies, Impact Assessments, Greenhouse Gas Inventory Programme, Integrated Vulnerability and Adaptation Assessments and Developing Scenarios.

The questions which call for deliberations are: Should India enact a Climate Change legislation? Should India make Climate Change rules under Environment (Protection) Act, 1986 like Ozone Depletion rules made by the Central Government?

### **XIII. CONCLUSIONS**

Paris Agreement is a mixed bag for Nations-Developed and Developing. The structure of the Agreement has been erected on the foundation of Intended Nationally Determined Contributions (INDC) submitted by the States unlike Kyoto Protocol which provides for commitments of the developed States in terms of reduction of GHG emissions. The Agreement relies on pledges by the States-Developed and Developing without commitments.

To woo the developing States, the principle of common but differentiated responsibilities finds a place in the Agreement. However, analysis of the Agreement reveals that the principle of differentiated responsibilities has been enormously

diluted. Both developing and developed countries have pledged to combat climate change according to their respective capabilities.

The landmark features of the Agreement are ambitious character of the Agreement, scope and extent of differentiation and funding mechanism. The Agreement endeavours to balance ambition, differentiation and funds. Unlike Kyoto, the Agreement projects the mobilization of funds to the tune of USD 100 billion annually by 2020 coupled with the pledge of the States to increase the amount after the year 2020.



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The sanction of the Agreement, unlike its predecessor, is based on the principle "Name and Shame". Name the defaulter and the defaulter will be ashamed of default. The fear of being exposed as defaulter and consequent international pressure constitutes the sanction strategy of the Agreement. Despite weaknesses, the strength of the Agreement lies in its acceptability to all States-the fact that the Agreement is acceptable to all States, satisfies all States and makes all States smile at the time of its adoption on 12<sup>th</sup> December, 2015.

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<sup>1</sup> Paris Agreement, 2015, Article 20.

<sup>2</sup> *Ibid*, Article 21.

<sup>3</sup> Stephen M. Gardiner, Climate Justice, in John S. Dryzek, Richard B. Norgaard, David Schlosberg (Ed.), *The Oxford Handbook of Climate Change and Society*, 309 (Oxford University, Press, 2013).

<sup>4</sup> R.C. Sundriyal, P.P. Dhyani, Significance of India's INDC and Climate Justice: An Appraisal, *Current Science*, Vol. 109(12) (25th December, 2015) pp. 2186-87.

<sup>5</sup> Paris Agreement, Article 4, para 1.

<sup>6</sup> *Ibid*.

<sup>7</sup> *Ibid.*; Article 4, para 2.

<sup>8</sup> *Ibid*.

<sup>9</sup> *Ibid.*; Article 4, para 3.

<sup>10</sup> *Ibid.*; Article 4, para 12.

<sup>11</sup> *Ibid.*; Article 6, para 4.

<sup>12</sup> Karin Mickelson, South-North International Environmental Law and International Environmental Lawyers, 11 *Yearbook of International Environmental Law* 71 (2000).

<sup>13</sup> Kavin A. Baumert, Participation of the Developing Countries in the International Climate Change Regime: Lessons for the Future, 36 *George Washington Law Review* 365 (2006).

<sup>14</sup> John Brown, Beyond Kyoto, 83 *Foreign Affairs* 20 (2004).

<sup>15</sup> Paris Agreement, Art. 8 para 1.

<sup>16</sup> *Ibid.*, Art. 8, Para 2.

<sup>17</sup> *Ibid.*; Art. 8, para 3.

<sup>18</sup> *Ibid.*; Art. 9, para 1.

<sup>19</sup> *Ibid.*; Art. 9, para 2.

<sup>20</sup> *Ibid.*; Art. 9 para 3.

<sup>21</sup> *Ibid.*; Art. 9, para 8.

<sup>22</sup> *Ibid.*; Art. 10 para 2.

<sup>23</sup> *Ibid.*; Art. 10, para 3.

<sup>24</sup> *Ibid.*; Art. 15, para 1.

<sup>25</sup> *Ibid.*; Art. 15, para 2.

<sup>26</sup> *Ibid.*

<sup>27</sup> *Ibid.*; Art. 15, para 3.

<sup>28</sup> *Ibid.*; Art. 14, para 1.

<sup>29</sup> *Ibid.*; Art. 14, para 2.

<sup>30</sup> Sustainable Development Goals, Wikipedia. Available at [http://en.wikipedia.org/wiki/Sustainable\\_Development\\_Goals](http://en.wikipedia.org/wiki/Sustainable_Development_Goals) (last visited March 15, 2016).

<sup>31</sup> Liz Ford, Sustainable Development Goals. Available at <http://www.theguardian.com/global-development/2015/jan/19/sustainable-development-goals-united-nations> (last visited March 15, 2016).

<sup>32</sup> Rebecca Tsosie, Climate Change and Indigenous Peoples, in Randall S. Abate, Elizabeth Ann Kronk (Ed.), Climate Change and Indigenous Peoples (Edward Elgar Publishing Ltd., 2013) p. 79.

<sup>33</sup> Constitution of India, Articles 48A and 51A(g).

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