

Swadeshi Cotton Mills Co. Ltd., Kanpur

3152. DR. B. N. SINGH: Will the Minister of LAW, JUSTICE AND COMPANY AFFAIRS be pleased to state:

(a) whether in view of the grave accounting and financial irregularities committed by the management of the Swadeshi Cotton Mills Co. Ltd., Kanpur, Government propose to order a special audit of the accounts of the Company in pursuance of the provisions of Section 233A of the Companies Act, 1956; and

(b) if so, when?

THE MINISTER OF LAW, JUSTICE AND COMPANY AFFAIRS (SHRI SHANTI BHUSHAN): (a) and (b). There is no such proposal at present. However, upon considering the irregularities etc. noticed on the basis of an inspection of the books of account the Company Law Board have issued a notice to the company under section 408(1) of the Companies Act, 1956 asking it to show cause why Government Directors should not be appointed on the company's Board of Directors.

Unauthorised Occupation of Railway Quarters Allahabad Division

3153. SHRI JAGDAMBI PRASAD YADAV: Will the Minister of RAILWAYS be pleased to state:

(a) the details of railway employees who were/are unauthorisedly occupying railway quarters on Allahabad Division belonging to Personnel Branch pool:

(b) whether unauthorised occupants were/are liable to pay penal rent;

(c) if so, the details of penal rent recovered and/or likely to be recovered from the unauthorised occupants; and

(d) whether disciplinary proceedings are proposed to be initiated against

unauthorised occupants of railway quarters?

THE MINISTER OF RAILWAYS (PROF. MADHU DANDAVATE):

(a) Shri P. N. Jagota, Instructor, Divl. Traffic Training School, Allahabad had occupied one Room in Qr. No. 133 A.B.C. of Personnel Branch pool from 1-6-66 till 31-8-76 with the consent of the previous occupant but without official permission. From 1-9-76 he has been officially allotted that room.

(b) Yes.

(c) A recovery of Rs. 71.20 p.m. towards arrears is being made from the employee and a sum of Rs. 481.70 P. has so far been recovered.

(d) No, in view of the allotment having been regularised in his favour from 1-9-76.

News Re: Million Dollar Pay-Offs to Cochin Refineries

3154. DR. RAMJI SINGH: Will the Minister of PETROLEUM AND CHEMICALS AND FERTILIZERS be pleased to state:

(a) whether it is a fact that 440,000 dollars was paid by Cochin Refinery Ltd. each year for three years in 1969 to 1971 and Phillips Petroleum put this money in numbered Swiss accounts, which was then transmitted to a Panama subsidiary of Phillips Petroleum for disbursement to certain foreign associates of the company and not properly recorded on the company's books of financial account; and

(b) whether it is a fact that the then private sector refineries were getting Rs. 17.50 a tonne while the public sector refineries at Gauhati and Gujarat were working on a process margin of Rs. 30 a tonne, "a margin not available to them (Phillips) even in their own country or by any refinery anywhere in the world" yielding Rs. 12.5 crores a year?

THE MINISTER OF PETROLEUM AND CHEMICALS AND FERTILIZERS (SHRI H. N. BAHUGUNA):

(a) Cochin Refineries Limited had remitted a sum of US dollars 440,000 per year for the years 1969, 1970 and 1971 to Phillips Petroleum International Corporation Panama, as per the Technical Services Agreement entered into between Cochin Refineries Limited and M/s. Phillips Petroleum. Government have no information about the utilisation of this amount by Phillips. However, the Federal Grand Jury in Tulsa, Oklahoma, who had conducted an enquiry into Tax Law Violations by Phillips had, in their indictment filed in the US District Court, indicated *inter-alia* the Company's failure to show in its tax returns the money received from the Cochin Refineries as Technical Services Fee. Government have however, been informed by the Cochin Refineries Limited that the Chief District Judge in Tulsa, Oklahoma, has dismissed the entire indictment as to Phillips Petroleum and all other defendants.

(b) At the time the Formation Agreement of Cochin Refinery was signed, Government had not fixed process margin for any of the refineries in the public sector. The prices of products were fixed on the basis of import parity, and therefore the margin of each refinery varied according to its working. The Formation Agreement of 27th April, 1963 between the Government of India and Phillips Petroleum Company of USA provides that Cochin Refineries shall have a margin of rupee equivalent of 1.35 US dollar per barrel of crude charged for the first ten years of Commercial Operation of the refinery, based on the contemplated yield pattern and the volumes contained in the Agreement etc., and this process margin was payable to Cochin Refineries Limited, and not to Phillips. However, no payments were made by Government to the company to achieve this margin, and the agreement was modified on the 20th December, 1968

when provision of a fixed process margin was given up.

बचारा कोयला खान में कांटा (वे सिज) लगाना

3155. डा० महावीर सिंह साक्ष्य : क्या रेल मंत्री यह बताने की कृपा करेंगे कि :

(क) क्या सरकार ने 1972 में बचारा कोयला खान में 100 टन भार तोलने की क्षमता का एक कांटा (वे सिज) लगाने के प्रस्ताव का अनुमोदन किया था ; और

(ख) यदि हां, तो उसे अब तक न लगाये जाने के क्या कारण हैं ?

रेल मंत्री (प्रो० जग्गू बंडवले) (क) और (ख) : बचारा में नेशनल कोल डवलपमेंट कारपोरेशन जिसका नाम अब कोल इंडिया लिमिटेड है, की कोयला खान में उस समय मौजूद 40 मीट्रिक टन क्षमता वाले प्राइवेट तुला चौकी के बदले 100 मीट्रिक टन क्षमता वाली तुला चौकी लगाने के प्रस्ताव का वर्ष 1973 में पूर्व रेलवे द्वारा अनुमोदन कर दिया गया था। तुला चौकी घर का समूचा निर्माण, तुला चौकी की खरीद और उमका स्थापन नेशनल कोल डवलपमेंट कारपोरेशन लिमिटेड जिसका नाम अब कोल इंडिया लिमिटेड है, द्वारा किया जाना था। कोल इंडिया लिमिटेड ने इस काम को हाम ही में पूरा कर लिया है और 19-3-1977 से यह तुला चौकी आरम्भ कर दी गयी है।

Sale of fruits and other articles at Kanpur and Allahabad Stations

3156. SHRI BATESHWAR HEM-
RAM: Will the Minister of RAIL-
WAYS be pleased to state:

(a) the names of the parties who are holding contracts for the sale of fresh fruits and miscellaneous articles at Kanpur and Allahabad stations together with the number of vendors allotted to each individual contractor;