

# COMMITTEE ON PETITIONS

[SEVENTH LOK SABHA]

**NINTH REPORT**



*[Presented to Lok Sabha on 3 August, 1982]*

**LOK SABHA SECRETARIAT  
NEW DELHI**

*August, 1982/Sravana, 1904 (Saka)*

**Price : Rs. 3.40 P.**

371A

Corrigenda to Ninth Report of  
Committee on Petitions (7LS)

---

<u>Page</u>	<u>Para</u>	<u>Line</u>	<u>For</u>	<u>Read</u>
3	-	1	Curren	Current
5	3.3	3	ther	their
12	-	18	lic <sup>o</sup> n <sup>o</sup> ce	licence <sup>o</sup>
	3.14	9	setling	settling
15	3.21	10	1980	1960
		12	alltted	allotted
21	3.32	10	construted	constructed
		16	criterion	criterion of
23	4.2	1	this	his
27	(7)	6	Rs.15/-	Rs.150/-
30	-	5	he	the
	4.7	5	a	to
31	4.9	3	a	at
35	4.19	5	"According	According
36	4.22	11	go-show	go-slow
41	6.1	2	representa- tive	representation
42	6.3	8	Appendix	Appendix V
		20	54705.99	54507.99
49	9	1	not	no
		2	seek	to seek
60	-	11	finding	binding
63	Col. 8	2	1770.54	11770.54
65	3	11	remians	remains
66	4	1	scientists	scientist
			technologis	technologist
		2	entrolled	enrolled
	5	4	c nsideratias	considera- tions
		5	hummane	humane
69	Col.4	3	1-10-82	1-10-81
69	Col.2&3	18 (from below)	existance	existence
72	Col.2&3	8	pleas	plea
73	Col.4	16	SPI	SBI
74	Col.2&3	12	pleas	plea .
		13	death	death is
	Col.4	20	and	any
		19	recept	receipt
		(from below)	Johan	Jehan
75	Col.4	12	creased	increased
80	Col.4	8		

## CONTENTS

	PAGE
	(iii)
COMPOSITION OF THE COMMITTEE ON PETITIONS	
I. INTRODUCTION . . . . .	1
II. Petition No. 19 regarding the Delhi Rent Control (Amendment) Bill, 1980 as so to make provisions also for adequate return on housing investment and expeditious disposal of eviction cases of premises for self-occupation. . . . .	2
III. Representation regarding transfer of ownership rights of shops and flats to allottees in N.D.M.C. markets. . . . .	4
IV. Representation regarding grievances and demands of deported workers of NBCC Ghat Project in Libya. . . . .	23
V. Representation regarding opening of a railway crossing near the Gagariya Railway Station on Munabao—Barmer section of Northern Railway. . . . .	38
VI. Representation from Dr. C. S. Rao, ex-Technical Adviser, Andhra Scientific Co. Limited, Hyderabad regarding non-payment of arrears of salaries etc. . . . .	41
VII. Other Representations. . . . .	46

## APPENDICES

I. Petition No. 19 regarding the Delhi Rent Control (Amendment) Bill, 1980 so as to make provisions also for adequate return on housing investment and expeditious disposal of eviction cases of premises for self-occupation. . . . .	47
II. Employment Agreement signed in India by the NBCC workers. . . . .	52
III. Agreement entered into by the NBCC Management with workers on 23 May, 1980 at Ghat, Libya. . . . .	56
IV. Statement showing the amount payable/recoverable from the deported workers of NBCC Ghat Project in Libya. . . . .	61
V. A brief statement of the case relating to payment of arrears of salary etc. due to Dr. C.S. Rao, ex-Technical Adviser, Andhra Scientific Co. Ltd., Hyderabad. . . . .	64
VI. Other representations on which the Committee's intervention has procured expeditious, partial or complete relief to petitioners or the Ministries / Departments concerned have explained the position satisfactorily. . . . .	67

COMPOSITION OF THE COMMITTEE ON PETITIONS  
(1982-83)

---

CHAIRMAN

Shri R. L. Bhatia

MEMBERS

2. Shri Godil Prasad Anuragi
3. Shri Banwari Lal
- \*4. Shri Chaturbhuj
5. Shri G. Devaraya Naik
6. Shri Ram Vilas Paswan
7. Shri G. S. Reddi
8. Shri Ajit Kumar Saha
9. Shri Chandra Pal Shailani
10. Shri P. Shanmugam
11. Shri Chandra Shekhar Singh
12. Shri P. M. Subba
13. Dr. Subramaniam Swamy
14. Shri Jagdish Tytler
15. Shri Balkrishna Wasnik

SECRETARIAT

Shri H. G. Paranjpe—*Joint Secretary*

Shri S. D. Kaura—*Chief Legislative Committee Officer*

Shri S. S. Chawla—*Senior Legislative Committee Officer.*

---

\*Nominated with effect from 12 July, 1982.

**NINTH REPORT OF THE COMMITTEE ON PETITIONS**  
**(SEVENTH LOK SABHA)**

**I**

**INTRODUCTION**

1.1 I, the Chairman of the Committee on Petitions, having been authorised by the Committee to present the Report on their behalf, present this Ninth Report of the Committee to the House on the following matters:—

- (i) Petition No. 19 regarding the Delhi Rent Control (Amendment) Bill, 1980 so as to make provisions also for adequate return on housing investment and expeditious disposal of eviction cases of permises for self-occupation.
- (ii) Representation regarding transfer of ownership rights of shops and flats to allottees in N.D.M.C. markets.
- (iii) Representation regarding grievances and demands of deported workers of NBCC Ghat Project in Libya.
- (iv) Representation regarding opening of a railway crossing near Gagariya Railway Station on Munabao-Barmer section of Northern Railway.
- (v) Representation from Dr. C. S. Rao, ex-Technical Adviser, Andhra Scientific Co. Limited, Hyderabad regarding non-payment of arrears of salaries etc.
- (vi) Other Representations.

1.2 The Committee considered the above matters at their sittings held on 27 July, 7 August and 31 October, 1981 and 7 January, 11 March and 15 April, 1982.

1.3 The Committee considered their draft Report at their sitting held on 27 July, 1982 and adopted it.

1.4 The observations/recommendations of the Committee on the above matters have been included in this Report.

NEW DELHI;  
27 July, 1982  
5 Sravana, 1904 (Saka)

R. L. BHATIA,  
*Chairman,*  
*Committee on Petitions.*

## II

### PETITION NO. 19 REGARDING THE DELHI RENT CONTROL (AMENDMENT) BILL, 1980 SO AS TO MAKE PROVISIONS ALSO FOR ADEQUATE RETURN ON HOUSING INVESTMENT AND EXPEDITIOUS DISPOSAL OF EVICTION CASES OF PREMISES FOR SELF-OCCUPATION

2.1 Petition No. 19 signed by Shri J. P. Jain and others regarding the Delhi Rent Control (Amendment) Bill, 1980 so as to make provisions also for adequate return on housing investment and expeditious disposal of eviction cases of premises for self-occupation was presented to Lok Sabha on 5 March, 1982 by Shri V. N. Gadgil, M. P.

#### *A. Petitioners' Grievances and Prayer*

2.2 In their petition (See Appendix 1), the petitioners prayed *inter alia* as follows:—

“The definition of ‘tenant’ in the present Act be suitably amended so that he and his successors are denied the present legal protection to continue in occupation of the rented premises even after the expiry of the term of the Lease Agreement.

Rents already fixed under the Act for old premises should be suitably increased and periodically adjusted in accordance with the cost of living index of the Ministry of Labour, Government of India.

\*\*

\*\*

\*\*

\*\*

The legal process for getting a house vacated for personal needs should be different from the one prescribed in the Civil Procedure Code.....the case should be finally settled within a maximum period of three months from the date of its filing.”

2.3 The petitioners submitted that the above provisions after examination by the Committee might either be incorporated in the Delhi Rent Control (Amendment) Bill, 1980 or a new amending Bill be introduced to provide for the above measure and included in the

legislative programme of the Government during the Current Session of Parliament.

2.4 The Committee considered the petition at their sitting held on 11 March, 1982 and directed\* that the petition be circulated in extenso to the members of Lok Sabha under rule 307(1) of the Rules of Procedure and Conduct of Business in Lok Sabha.

---

\*The petition was circulated in *extenso* to all members of Lok Sabha on 16 March, 1982.

### III

## REPRESENTATION REGARDING TRANSFER OF OWNERSHIP RIGHTS OF SHOPS AND FLATS TO ALLOTTEES IN N. D. M. C. MARKETS

3.1 Shri M. L. Sarin, Convener, N.D.M.C. Rehabilitation Municipal Markets Federation, New Delhi, submitted a representation dated 31 July, 1980, regarding transfer of ownership rights of shops and flats to allottees in NDMC markets.

#### A. Petitioner's Grievances

3.2 In his representation, the petitioner stated as follows:—

- (1) The Central Government built 56 Markets in Delhi and New Delhi and granted ownership rights to the refugees from West Pakistan before 1960. Another four and nine markets also were built to rehabilitate the remaining refugees and granted ownership rights to four markets—Sarojini Nagar, Kamla Market, Pleasure Garden Market and Central Market on 31-3-78; and nine markets—Begum Zaidi, Basurkar Markets, Moti Bagh—I, Netaji Nagar, Naoroji Nagar, Laxmibai Nagar, Pandara Road, Kidwai Nagar, South & Central Market, Prithvi Raj—denied the ownership rights, a clear discrimination to the same class of refugees from West Pakistan. Why?
- (2) The Central Government granted ownership rights to 1,25,000 East Pakistan refugees squattered on Government land in Calcutta in January 1971 free of cost on one rupee lease per year.
- (3) Sir, I humbly submit that this discrimination should be removed and we too be granted title to shops and flats above these markets as these markets were built purely to rehabilitate the refugees from West Pakistan.
- (4) An objective meeting of the Ministry of Works & Housing and Rehabilitation may please be called to verify the above noted facts and we be given our genuine demand of title for the sake of justice."



*B. Comments of the Ministry of Works and Housing*

3.3 The representation was referred to the Ministry of Works and Housing for furnishing their factual comments thereon for consideration by the Committee on Petitions. In the factual note dated 27 April, 1981, the Ministry of Works and Housing stated as follows:—

“The representation of the NDMC Rehabilitation Municipal Markets Federation, New Delhi has been examined in consultation with the Department of Rehabilitation and the NDMC. The ownership rights in respect of 58 shopping centres/markets constructed by the erstwhile Ministry of Rehabilitation for the displaced persons from former West Pakistan have been by and large transferred/sold on leasehold basis/being transferred to eligible displaced persons-allottees/purchasers.

- (2) The nine markets to which the NDMC Rehabilitation Markets Federation has referred in its representation, at present belong to NDMC. Seven of these markets were transferred to the NDMC by the Government on payment of cost of construction, land etc. including ground rent. The remaining two were constructed by the NDMC themselves.
- (3) As regards transfer of ownership rights to the allottees in respect of these nine NDMC markets owned by the NDMC, the NDMC which is free to take its own decisions has reported that it would not be possible for it to transfer the ownership rights to the allottees. The reasons advanced by NDMC are:—
  - (i) According to the provisions of the Punjab Municipal Act, under which the NDMC has been set up, it cannot pass the title of its property to any person or organisation.
  - (ii) NDMC has many more markets, shopping centres and Commercial Complexes, etc. and in case this proposal is implemented in nine markets there will be pressure from other markets also.
  - (iii) More than 50 per cent of the original licencees are not in occupation of shops which have changed hands and out of the remaining also quite a good number are not refugees and, therefore, the idea of rehabilitation of

refugees does not hold good keeping in view the fact that at least 2/3 of the persons in occupation are either not original allottees or not refugees.

- (iv) Out of 103 flats constructed on the top of these markets, 102 are in occupation of NDMC employees as staff quarters. The ownership rights of this property cannot be transferred because there is acute shortage of staff quarters.
  - (v) A considerable portion of revenue of the Committee is earned as licence fee from these markets and other Commercial Complexes of the Committee. It is a policy of the Government that local bodies should build up remunerative projects to augment their resources and transfer of ownership of the shops to the licencees would reduce the revenues of the Committee.
- (4) The petitioners have alleged discrimination in their case by drawing attention to the decision of the Government to offer ownership rights in respect of four markets, under the administrative control of this Ministry (Directorate of Estates). In this connection, it may be stated that this decision cannot be automatically applied to the markets which are under administrative control of the NDMC as the markets under their control are a source of revenue for them in addition to the other implications listed in the preceding para. Here it may be clarified that NDMC have not adopted any discriminatory policy towards the same class of refugees.
- (5) The petitioners have also referred to grant of ownership rights to East Pakistan refugees. The Department of Rehabilitation have reported that in so far as migrants from East Pakistan are concerned they have not been paid any compensation in respect of properties left behind by them as they are governed by Nehru-Liaquat Pact of 1950. However, the built up properties/land to these migrants settled in West Bengal are being given on leasehold basis for a period of 99 years on a nominal rent of Re. 1/- per hundred sq. yd. per annum like Government built properties in Delhi allotted to the displaced persons from West Pakistan. The Department of Rehabilitation have further stated that allotment/transfer of commercial premises/shops cannot be equated with residential houses etc”.

### *C. Evidence before the Committee*

3.4 The Committee at their sitting held on 7 August, 1981, examined the representatives of the Ministry of Works and Housing and the Administrator, NDMC on the matter.

3.5 Explaining the policy adopted by the Government for construction of markets and allotting them to refugees from West Pakistan, the Joint Secretary of the Ministry of Works and Housing stated that the Ministry of Rehabilitation for helping refugees had constructed 64 shopping centres and markets in Delhi for the displaced persons from former West Pakistan. Out of these, 54 centres had been by and large transferred or sold on leasehold basis to eligible displaced persons under the compensation scheme. The remaining 10 markets could not be transferred to the displaced persons as the land underneath these shops did not belong to the Ministry of Rehabilitation, and in some cases, the land use was not commercial. Out of remaining 10 markets, the management of five markets was transferred to the Directorate of Estates of the Ministry of Works and Housing. Two markets were given to the Municipal Corporation of Delhi. For other two markets, namely, Lajpat Rai Market and Ferozeshah Market, the rent was collected by the Department of Rehabilitation. As regards the question of transfer, the matter was still under consideration by them. One market, namely, Purana Qila shopping centre was no longer in existence. Out of five markets transferred to the Directorate of Estates, one Raisina Market was no more there.

In regard to four markets which were with the Directorate of Estates, a decision was taken to transfer the ownership to the allottees.

3.6 The joint Secretary of the Ministry of Works and Housing further stated that apart from those markets which were constructed by the Ministry of Rehabilitation under the compensation pool, the Government had constructed several markets in various Government residential colonies. Seven markets constructed by the Government under the Ministry of Works and Housing were handed over to the NDMC according to the decision taken by the Ministry at the relevant time. These were constructed out of Government general fund. They were Municipal Market-Laxmibai Nagar, Netaji Nagar Market, Central Market-Kidwai Nagar, South Market-Kidwai Nagar, Sarojini Nagar Market, Begum Zaidi Market and Basrurkar Market, Moti Bagh. These were transferred to NDMC in 1960 when the construction was still going on. After deliberations with NDMC,

the terms and conditions were settled. After these were transferred to NDMC, it was a matter of purchase of these markets by them. The NDMC paid the cost of construction and the cost of land as premium, that was about Rs. 88,000 per acre and they were also paying the annual ground rent at  $2\frac{1}{2}$  per cent of the premium. The condition under which these were transferred, apart from the above payment, was that the local body should allot shops and stalls to displaced persons who were either original allottees or licencees of the stalls of the local body doing business in the stalls in Delhi or New Delhi continuously from a date prior to 15th August, 1950 or to occupants or to sub-letees or to squatters of the stalls of local body doing business in the stalls.

Other conditions were:—

“The local bodies should ensure that all essential amenities such as Post Offices, distribution centres, etc. are provided. They will also give priority for the allotment of shops and flats to the shop keepers of the Pratap Market in Jang Pura, Raisina Road, as the Government were committed to allot them. Those markets were demolished.

The local bodies should charge economic rates and rents in consultation with the Ministry of Finance”.

3.7 When asked to explain the reasons for non-transfer of markets to allottee refugees, the Joint Secretary, Ministry of Works and Housing stated that these markets were not transferred to refugees mainly because these were built out of Government funds. These were intended for subserving the needs of the Government colonies. Perhaps it was not considered desirable to transfer the ownership of the markets to the allottees.

In reply to a question the representative of the Ministry informed the Committee that the land underneath the markets belonged to the Government.

3.8 The Committee asked the witnesses to state why ownership rights were not given to the refugees in these nine markets. The Joint Secretary of Ministry of Works and Housing stated that there was a definite compensation scheme meant for rehabilitating all refugees. Under a scheme they had constructed certain number of markets, which were allotted to refugees. These seven markets were constructed by the Government for the purpose of Government colonies. So, the question of maintenance of these markets also came up, and a decision was taken that they should be transferred

to NDMC for allotment to persons who were eligible for them and thereafter the maintenance would be handled by the NDMC

3.9 In this connection the Administrator, NDMC stated that in the Master Plan all the nine markets were shown as markets under commercial areas. There was no dispute about land use. So far distinction between the markets constructed by the Ministry of Rehabilitation and the other markets was concerned, these markets were not essentially in the residential areas. Lajpat Rai Market near Chandhi Chowk was a part of larger commercial area whereas these markets were community shopping centres which were constructed along with the staff quarters and other things by the Ministry of Works and Housing. And at that time they were a part and parcel of the staff quarters and other residential units. And then the Ministry felt that since the NDMC was also taking steps to rehabilitate the people who were squatting on its land after the partition of the country, these markets might also be transferred to the NDMC and they might adopt a uniform policy in regard to this. NDMC had rehabilitated a large number of fruit sellers of the Irwin Road, in Mohan Singh Place constructed by NDMC from its own funds although it was not part of the scheme of markets constructed by Government. In Palika Bazar also about one hundred shop-owners from Panchkuian Road were given shops. Thus this was a continuous policy which the NDMC had been adopting and here also in respect of seven markets transferred by Government of India in order to maintain the uniformity of the policy, the Government felt that these should be handed over to the NDMC. NDMC became the owner for all purposes and they were to allot them on the same basis on which shops in other areas were allotted by NDMC to the refugees for rehabilitation, on a nominal licence fee. A licence fee of 20 paise per square feet was the rate and the total revenue was Rs. 50,000 per month. He further stated that half of them had already sublet them out to the people and they had taken action to regularise them charging some higher rate of licence fee. He added that these markets were given to them by the Government not for allotment to these people and not for conferring any rights of ownership on them. But they adopted a uniform policy for allotment as explained earlier.

The Administrator, NDMC, further stated that there was a statutory hurdle in the way. Nowhere in the Punjab Municipal Act which was applicable to NDMC it was stated that they could transfer their property to any private individual. Under Section 59 of the Punjab Municipal Act, NDMC could transfer its property only to a Government department, not to anyone else.

3.10 In reply to a question, the Joint Secretary of the Ministry of Works and Housing informed the Committee that there was apparent discrimination. But it was not confined to these seven markets only. If an exception was made in respect of these 7 markets, it would have wide repercussions.

3.11 The Committee pointed to the representatives of the Ministry that in the Statement laid on the Table of Rajya Sabha on the 1st February, 1980, in response to USQ. No. 1209 dated 13-12-1978, the Minister of Works and Housing and Supply and Rehabilitation had stated that "Government have asked the NDMC to transfer the ownership of the shops to the allottees of these markets under its charge". The Committee asked the reasons for change of the decision. The Joint Secretary of Ministry of Works and Housing stated: "As per assurance we did ask the NDMC to arrange transfer of ownership rights to the allottees in the markets. A meeting was held in the Ministry which was attended by the then Minister and also by the Senior Vice-President of NDMC and NDMC was asked to consider the matter seriously and let us know. They did consider the matter and after due deliberation, they have indicated that it will not be possible to transfer the ownership rights under the statute and there will be other difficulties. We have furnished them in a note.

We have in consultation with the Delhi Administration come to the conclusion that it would be difficult to arrange the transfer of ownership rights. We have also informed the Home Minister accordingly in September, 1980".

3.12 In a supplementary memorandum dated 17 September, 1981, Shri M. L. Sarin, General Secretary, N.D.M.C. Rehabilitation Municipal Markets Federation, New Delhi, stated as follows:—

"The freedom fighters or the political sufferers got Ministerial berths and other high positions or pensions and were rewarded as per their ability after India became independent. But we the unfortunate refugees lost kith and kin, our cash, ornaments, household articles, business and residential premises, started our fresh life, and never begged. With claims paid 1/8 or 1/10 of the immovable property, our sacrifice is much more than the political sufferers. We are denied ownership rights in free India, whereas we the masters of our spacious business and residential premises, we have been made mere licencees.

We are very much grateful to the late noble soul Hon'ble Prime Minister Shri J. L. Nehru Govt. for the help rendered to start our life afresh here.

Time and again this ownership rights petition has been submitted to the Prime Minister, Ministries concerned and Hon'ble late Shri Mehar Chand Khanna who helped a great to settle us and assured the ownership right.

The Delhi Metropolitan Council passed a resolution on 9 February, 1968 for transferring ownership rights to the refugee allottees of the shops by N.D.M.C.

The Central Government built 46 markets in Rehabilitation Colonies in the Capital of India and granted ownership rights along with flats up to 1959.

The Central Government had granted ownership rights of shops and flats in four refugee markets on 24 July, 1978 (Sarojini Nagar, Shankar Market, Kamla Market and Pleasure Garden Market).

The Central Government granted ownership rights to unauthorised occupants of plots in Chittranjan Park, New Delhi on 1-2-1981.

In reply to Unstarred Question No. 1209 answered in Rajya Sabha on 13-12-1978, the Minister gave an assurance to grant ownership rights to all allottee in these nine markets.

Again in reply to Starred Question No. 952 answered in Lok Sabha on 27-4-81 the Hon. Minister has granted ownership rights in all markets under Directorate of Estates, where refugees were allottee of shops.

The Minutes of the meeting of Housing Ministry while transferring markets to NDMC clearly states that these nine markets are constructed for refugees and allotted to refugees.

Again this civic body while taking over shopping centres in their Resolution No. 70 dated 9.12.1960 has already admitted that we the allottees are pure refugees. It also contains provision for allotment of shops and flats and for charge of economic rent. Civic body never honoured this and denied both flats and economic rent to us. Instead now they are charging 30 per cent more rent on change of hand as this civic body is already charging four to five times the original rent for these shops.

### *Rent of Verandah*

The provisional rent charged was including verandah from the very incept, but the NDMC *Vide* its Resolution No. 168 dated 31.12.1965 charged an additional rent of 25 paise per sq. foot on covering of verandah whereas in Sarojini Nagar the area of shop is three times that of our one shop and the rent in Sarojini Nagar is Rs. 32/- and in our case the NDMC charge Rs. 66/- shop with covered verandah.

We have paid rent of the covered verandah for eleven years and these verandah were got vacated by this civic body as we did not agree to erect 4 ft. chhajja in front of our shops at our cost. We requested this civic body to put up this 4 ft. chhajja at their own cost as they collected the Licence Fee from us. (Related Landlord and Licence Resolution No. 168 dated 31 December, 1965).

### *Glaring Discrimination*

A dividing road between Khan Market and Prithvi Raj Market divides the fortunes from owner to licence to similar class of persons (both refugees). In Moti Bagh Market-I they are licensee and cross the road in Moti Bagh-II & Moti Bagh South Markets, allottees have been granted ownership rights.

### *Prayer*

Supreme body of India is humbly requested that our genuine and just demands are for transfer of ownership rights of shops, verandah and flats of nine markets referred to above may kindly be granted to the allottees at the earliest and injustice may be undone".

3.13. The Committee at their sitting held on 31 October, 1981, heard oral evidence of the petitioners on the points raised in their representation on the matter.

3.14. Explaining the background, Shri R. M. Mittal, ex-General Secretary of NDMC Rehabilitation Municipal Markets Federation, New Delhi stated that refugees and squatters who were settled at temporary markets at Purana Qila, "P" Block, Raisina Road, Pratap Market (Jangpura) etc. were shifted to various markets constructed by Government on demolition of those temporary markets on the assurance that they would be given ownership rights. The Ministry of Works and Housing constructed these markets with flats on the first floor for the purpose of settling the squatters and providing them with residential accommodation also.



90 per cent of the squatters who were given shops were refugees and 10 per cent of them were locals. As the Ministry of Works and Housing had no establishment of their own, they thought of an agency which could implement the allotment and further manage the markets. The Ministry of Works and Housing after negotiation regarding terms and conditions, transferred these nine markets having about 500 shops and some flats on them to NDMC for allotment to squatters. But not a single flat was allotted to any shopkeeper in violation of the understanding between the Ministry of Works and Housing and NDMC and in violation of the terms of transfer of these markets to NDMC.

3.15 Shri Mittal further stated that some of squatters who were shifted on demolition of the above-mentioned temporary markets, were allotted shops in Khan Market and Prithviraj Road Market. These were the adjoining markets separated by a road between them. Allottees in the Khan Market became the owners. Whereas allottees in Prithviraj Road Market, which was one of the nine markets transferred to NDMC, just became licencees.

3.16 Shri Mittal pointed out that the Department of Rehabilitation constructed many markets from rehabilitation pool. Nine markets transferred to NDMC were not actually constructed from rehabilitation pool. But these markets had been constructed primarily to help rehabilitation of displaced persons besides providing market facilities in newly built Government colonies as per Resolution No. 70 dated 9.12.1960.

3.17 Shri Mittal submitted "these markets were on 'no profit no loss' basis. The rent was to be calculated on the basis of the cost. Even today after 20 years the rents are provisional. The licence fee was to be calculated at 20 P. per sq. ft. The size of the shop is 10' x 12' and there is a verandah of about 8' x 10' in front of the shop. While calculating the licence fee, the NDMC takes into consideration the measurement of shop as also the front verandah. They charge additional fee of 25 P. per sq. ft. if we use the verandah also. They said you erect a small platform sort of a thing in front of the verandah and pay additional charges on that. They have been enhancing licence fees charged from traders... They have been behaving in such an arbitrary and inhuman manner that shopkeepers have been squeezed. Some of shopkeepers have been paying more than ten times of original rents. Being the Government, they have been behaving as landlords".

3.18 Subsequently, NDMC permitted sub-letting and change of trade etc. by enhancing the licence fee. The witnesses pointed out that in some cases the licence fee was ten times the original licence fee. NDMC had established a department and inspectors were fleecing the shopkeepers. The expenses for running the establishment were considerably high eating the earnings on the markets. NDMC balance-sheet would probably show that these markets were not beneficial to them.

3.19 Shri Mittal informed the Committee that four markets in Sarojini Nagar, Pleasure Garden, Kamla Market and Shanker Market were not given ownership rights, originally. But the Government had now decided to transfer ownership rights to these people. After the 60s, the situation in the Ministry of Works and Housing had changed. They had established their own estate and marketing departments. They had constructed various markets in R. K. Puram. In each sector there were Government built markets and the squatters had been settled there. The present Hon. Minister had made a categorical statement that ownership rights were being transferred for these markets. In respect of the markets which had come up purely on a different basis in 1964 or thereafter, ownership rights were being given by the Works and Housing Ministry to the occupants. But unfortunately, a subordinate office, NDMC, directly under the Home Ministry, was denying these rights which existed from the inception of the scheme. The persons who were squatting on the road side became owners in Khan Market and other markets, but in the Prithviraj Road and several other markets, they were still licencees. In "P" Block Market, they were the tenants earlier. Now, they were not even tenants they were licencees. The licence could be revoked without assigning any reason under the Public Premises Eviction Act. There was a small appeal in the District Court and except that writ, there was no remedy.

3.20 In regard to objection that according to provisions of the Punjab Municipal Act, 1911, as in force in New Delhi, NDMC could not transfer title of its property to any person or organisation. Shri Mittal stated that NDMC was trying to mislead the Committee by misrepresenting certain facts. In Khichripur, they themselves had constructed more than five hundred quarters for their employees to be given on hire-purchase basis. The employees rejected those quarters. That construction was with the investment of the NDMC. These quarters had now been transferred to

the DDA. These markets be taken back by the Ministry of Works and Housing and later on transferred to allottees like R. K. Puram markets shopkeepers.

3.21. In his evidence Shri M. L. Sarin, General Secretary of the NDMC Rehabilitation Municipal Markets Federation, New Delhi stated that another plea made by NDMC was that the original allottees were not in occupation of shops which had changed hands. Therefore, according to them, it was not the problem of the refugees really, but possibly the problem of the occupants. While examining this objection raised by the NDMC, Shri Sarin submitted that following aspects might be considered.

When the NDMC allotted these markets as per their own Resolution No. 70 dated the 9th December, 1980, they had done away with this guidance by the Works and Housing Ministry. They had allotted markets not only to the refugees, but even to non-refugees. Many poor persons taking advantage of the situation had come on the road for earning bread and the Government then thought of settling all of them irrespective of the fact that they were refugees or not. They were negligible in number. When the allotment in 12 markets of R. K. Puram was carried out, this aspect of the question was done away with. The NDMC themselves had allowed change of hands by charging enhanced rents. The argument of the NDMC was that a poor refugee allottee who needed money had got the money; a shopkeeper who wanted to run the market had got the shop and the residents could buy the goods. Thus they had not only encouraged, but recognised subletting. Then it would be not right for them to argue that they were not prepared to give them ownership rights because of that. The Ministry of Works and Housing had considered occupancy as the criterion for transferring these markets on an ownership basis. So criterion of occupancy be considered for ownership rights.

A demand had come up in Delhi that all properties which were leasehold in Delhi should be made freehold and that was being considered. Tenant allottees in many cases had been given these rights.

While taking over the shopping centres in their Resolution No. 70 dated 9.12.1960, the NDMC resolved that the markets were a basically losing proposition on account of economic rent. The Works, Housing and Rehabilitation Ministry in their Resolution decided to charge economic rent from these unfortunate refugees and allot flats to the allottees of shops. Till today no economic rent had been charged. Shri Mehar Chand K

other succeeding Ministers gave assurance that ownership rights would be transferred to them. In the Rajya Sabha in reply to USQ No. 1209 dated 13-12-1978, the Minister repeated that assurance and it went to the Assurances Committee of Rajya Sabha. On 27th April, 1981 Shri Bhishma Narain Singhji granted ownership rights to all the markets under the Directorate of Estates, where there was a mixed population of locals and refugees. In 1976 a petition was submitted to an MP and the Committee replied that there was some hitch in transferring it because the refugees had left and the new comers were locals; and the Punjab Municipal Act came in the way etc. They just wanted to hold on to the markets. Otherwise, they had no *locus Standi*. The witness appealed that discrimination done against poor refugees be removed.

3.22 Enquired whether any assurance was given by Government of NDMC at the time of allotment of shops that they would be made owners later on. Shri Mittal informed the Committee that there was no written assurance. He was only praying that similar type of persons who were shifted to Khan Market became owners. Shri Sarin, another witness, submitted that NDMC was holding on to it because it was profiteering business.

3.23 Enquired as to what were the conditions of allotment in the document signed by the shopkeepers, Shri Mittal stated that signing of documents by individual shopkeepers in the form of licence deeds came much later than the allotment. Prior to that there were discussions between the Minister of Works and Housing and the Department verbally.

3.24 When the attention of the witnesses was drawn to the difficulty put forward by NDMC that out of 103 flats, 102 flats were occupied by their own employees and by giving them (petitioners) ownership rights, their employees would be displaced, Shri Mittal stated:

"It is a practical problem and we have to solve it in a practical manner. In Delhi, the transfer of property is not limited now from the land to the top. Even flats are being sold. Ground floor is owned by somebody; first floor by somebody else and so on. So, flats really do not come in the way of transferring the shops. As for the NDMC employees, NDMC is a very resourceful body and you can give them 5 years time to construct flats for its employees..... The employees are living there by virtue of being employees. They have not been given the houses permanently. Many of those persons who were given these flats have been shifted".

3.25 Shri Mittal further stated that as far as transfer of shops was concerned, it could be done immediately. As far as transfer of flats was concerned, it should be accepted in principle. These flats were not for its NDMC employees. NDMC might be given 4 years time to construct flats for its employees where they could be shifted.

3.26 The Committee pointed out to witnesses that 50 per cent of the shops had changed hands. When these properties had changed hands and the original refugee allottees had taken a lot of money out of transfer, they stood rehabilitated. Shri Mittal stated that they wanted the occupancy to be considered for ownership rights.

3.27 When the Committee desired to know whether the refugees were allotted these shops and flats in lieu of properties left by them in Pakistan, Shri Mittal stated that it was not correct. These persons were allotted shops in lieu of their temporary hutments (markets which were demolished), not against claims.

3.28 On the question of discrimination, Shri Mittal stated that because of this policy, they were facing discrimination. Government had announced transfer of ownership in major markets. Only allottees in nine markets under NDMC had not been granted ownership rights. There was no sale deed or registration in favour of NDMC.

Further, four markets viz. Sarojini Nagar, Pleasure Garden, Kamala Market and Shanker Market, were not given ownership originally. The Government had now decided to transfer the ownership rights to these people.

Shri Sarin submitted that "The Central Government instructed NDMC and the DMC to follow the line of DDA in building quarters. Then the Central Government gave a plot of land to the NDMC for construction of 500 quarters in Khichripur. They constructed quarters. But there was no buyer from among their own employees. So they went to the DDA and these quarters were purchased at Rs. 4.75 crores and 13 per cent extra charged by NDMC".

Shri Mittal further submitted that the ownership rights could be granted on extra payment also.

3.29 In response to queries from the Committee during the course of oral evidence on the 7 August, 1981, the Joint Secretary

of the Ministry of Works and Housing assured the Committee that they would certainly review the position and reconsider the whole case.

3.30 In their communication dated 19 March, 1982, the Ministry of Works and Housing have stated as follows:—

“The matter has been reconsidered in consultation with the Administrator, New Delhi Municipal Committee. A detailed fresh examination of the case had revealed the following:—

(2) (i) The Punjab Municipal Act, 1911, under which the N.D.M.C. has been set up, does not empower the N.D.M.C. to transfer the ownership rights of its properties.

(ii) Out of the, 9 markets in question, 7 markets were constructed by the Government and subsequently transferred to N.D.M.C. on payment of cost while the remaining two were constructed by the N.D.M.C. from its own funds. The request of the Federation for transfer of ownership rights in respect of the 9 N.D.M.C. markets is based on the plea that but for the transfer of these markets to the N.D.M.C., the ownership would have been passed on to the allottees by the Government. The factual position is that the offer to transfer the ownership has been made by the Government only in respect of the markets constructed by the erstwhile Ministry of Rehabilitation for the displaced persons from West Pakistan whereas the markets transferred to the New Delhi Municipal Committee were not constructed by the erstwhile Ministry of Rehabilitation and, as such, the ownership rights of the shops in these markets would not have been transferred to the allottees even if the markets had remained with the Government. This Ministry has not so far taken any decision with regard to the transfer of ownership rights in respect of the markets constructed by this Ministry from the general funds. The question of transfer of ownership rights of the Municipal properties of these 9 markets, financed from Municipal funds does not, therefore, arise.

(iii) A close examination of the request of the Federation would reveal that any transfer of ownership in

their case would result in serious repercussions besides being not justified on merits in view of the following:—

- (a) Besides the 9 markets in question there are 7 other rehabilitation markets of NDMC viz., Mohan Singh Place, Yusufzai Market, Connaught Circus, Municipal Markets at Janpath, Babar Road, Baird Lane, Panchkuin Road and partly Palika Bazar where the allotment of shops/stalls has, by and large, been made to squatters. Since, as already stated, the case of the allottees of 9 markets is not at par with the markets constructed by the erstwhile Ministry of Rehabilitation, the transfer of ownership in their case would give rise to discrimination *vis-a-vis* the allottees of those 7 NDMC Rehabilitation Markets and in that event it would be difficult to reject their claim.
- (b) With the passage of time a large number of shops in the 9 markets in question have undergone change of occupancy by way of subletting etc. and out of the original allottees numbering 473, more than 50 per cent of the shops are in occupation of subsequent entrants. It would be appreciated that these subsequent entrants can have no preferential rights over the allottees of the other NDMC markets and can have no claim for transfer of ownership. That some of the new entrants may happen to be refugees would not alter the position since many of the allottees of the other seven markets are also refugees.
- (c) All the 9 markets in question are double storeyed (except a few shops), the upper storey comprising residential flats of NDMC officials. These markets are so constructed that under each residential unit there are 3 to 4 shops on the ground floor. Evidently, the transfer of shops portion in such a case will give rise to various complications.
- (d) Prithvi Raj Market which is one of the 9 markets, the transfer of ownership rights of which has been claimed, comes under the NDMC's development plan of Khan Market Complex and would eventually have to be demolished. The transfer of ownership in the said case would, therefore, result in serious impediments in the execution of the said project.

- (e) One of the main sources of revenue of NDMC is the licence fee it collects from the shops and other buildings licensed to various parties. The transfer of ownership rights would seriously affect the revenue of the NDMC.
- (iv) The construction and allotment of shops and stalls to squatters and other weaker sections is a perpetual process in the NDMC and any transfer of ownership of shops etc. is bound to have repercussions not only in the cases of existing Rehabilitation markets but also the future ones. It may be relevant to mention here that the original allottees of Municipal shops are, more or less, enjoying the benefits of lessees despite the fact that they are licencees.
- (3) For the reasons stated above and also in view of the fact that these allottees do not belong to the weaker section of the society, the NDMC are firmly of the view that the request of the Federation is not adequately justified. The Government are in agreement with the views expressed by the NDMC. This issues with the approval of the Minister of Works and Housing”.

#### **D. Observations/recommendations of the Committee**

3.31 The Committee note from the factual comments furnished by the Ministry of Works and Housing stating that out of nine N.D.M.C. markets in question, seven markets were transferred to N.D.M.C. by the Government on payment of cost of construction, land etc. including ground rent. The remaining two markets were constructed by the N.D.M.C. themselves. One of the reasons for non-transfer of ownership rights of shops and flats to allottees advanced by the Ministry of Works and Housing is that the Punjab Municipal Act, 1911 under which the N.D.M.C. has been set up, does not empower the N.D.M.C. to transfer the ownership rights of its properties. The petitioners in their evidence before the Committee have, however, pointed out that in Khichripur area of Delhi, the N.D.M.C. had constructed about five hundred flats for their employees. After rejection by the N.D.M.C. employees, these flats were transferred by the N.D.M.C. to the Delhi Administration.



Therefore, in view of this, the Committee are of the opinion that the Punjab Municipal Act is in no way an obstacle in the transfer of ownership rights. However, if necessary, these markets can be returned back to the Ministry of Works and Housing. Thereafter, the ownership rights can be transferred to the original allottees.

3.32 In the representation, the petitioners have submitted that refugees from West Pakistan who were allotted shops in all other 56 markets built by the Central Government have been granted ownership rights. But the allottees of shops in nine markets—Begum Zaidi, Basrurkar Markets, Moti Bagh-I, Netaji Nagar, Naoroji Nagar, Laxmibai Nagar, Pandara Road, Kidwai Nagar, South and Central Market, Prithvi Raj have, however, been denied the ownership rights. According to the petitioners, a clear discrimination has been done to the same class of refugees from West Pakistan some of whom were allotted shops in markets constructed by the Ministry of Rehabilitation and the remaining were allotted shops in markets constructed by the Ministry of Works and Housing for their rehabilitation. The petitioners have requested that that discrimination may be removed and they may be granted ownership rights of shops. During evidence before the Committee, the petitioners requested the Committee that the criterion occupancy might be considered for grant of ownership rights to allottees.

The Ministry of Works and Housing in their factual note to the Committee as well as during evidence before the Committee and in their further written information have pointed out that more than 50 per cent of the original licencees are not in occupation of shops which have changed hands. Out of the remaining also, quite a good number are not refugees. However, the offer to transfer the ownership has been made by the Government only in respect of the markets constructed by the erstwhile Ministry of Rehabilitation for the displaced persons from West Pakistan whereas the markets transferred to the New Delhi Municipal Committee were not constructed by the erstwhile Ministry of Rehabilitation and, as such, the ownership rights of the shops in these markets would not have transferred to the allottees even if the markets had remained with the Government. The Ministry of Works and Housing also have not so far taken any decision with regard to the transfer of ownership rights in respect of the markets constructed by that Ministry from the general funds.

The Committee are not convinced of the argument advanced by the Government. The Committee are of the view that the remaining refugees who were allotted shops in markets constructed by the

**Government of India along with other refugees, should not be denied the ownership rights for so-called fault of other original refugee allottees who had transferred the shops and they should not be discriminated when the refugees in other markets have been granted the ownership rights.**

**3.33 The Ministry of Works and Housing have further pointed out that the transfer of ownership rights would seriously affect the revenue of NDMC. During the course of oral evidence before the Committee, the Administrator, NDMC, informed the Committee that they were charging a nominal licence fee of 20 paise per square foot of the total area of the shop and the total revenue was Rs. 50,000/- per month only. However, they were charging higher licence fee on shops which had changed hands. The Committee feel that amount of revenue involved in the transfer of ownership right is not substantial. As such, it would not affect the revenues of NDMC.**

**3.34 The Committee, therefore, urge the Government to transfer the ownership rights of shops to original allottees in NDMC markets.**

## IV

### REPRESENTATION REGARDING GRIEVANCES AND DEMANDS OF DEPORTED WORKERS OF NBCC GHAT PROJECT IN LIBYA

4.1 Shri Krishna Chandra Halder, M.P., forwarded on 1 December, 1980 a representation signed by Shri B. Sharat Chandran Nair of Trivandrum regarding grievances and demands of deported workers of NBCC Ghat Project in Libya.

#### *A. Petitioner's grievances and prayer*

4.2 In this representation, the petitioner stated as follows:—

- (1) That the NBCC employed us for a two year contract period for working at their Ghat Project in Libya. The N.B.C.C. contravened the terms and conditions of our agreements and did not provide us with proper furnished accommodation and also did not send proper/regular remittances to our dependents in India. Period of earned leave was also arbitrarily cut down from 30 days to 16 days in violation of the agreement conditions. The workers, i.e., we, the petitioners and others duly brought these things to the notice of the Chairman, N.B.C.C. and also the Chief Personnel Manager N.B.C.C. but nothing was done to redress their grievances.
- (2) Having aggrieved the workers submitted representations to the worthy—Prime Minister of India and also our Indian Ambassador in Libya. But unfortunately nothing was done.
- (3) On 3-8-80 the Senior Project Manager Shri P. K. Panditta called a Workers' meeting under the pretext of discussing everything amicably, but when the workers assembled for the said meeting, they were surprised and stunned to see that they had been ghareoed by the Libyan Police. The police was called at the instance of the N.B.C.C. The police mercilessly beat the workers and beat them also with rifle butts and also resorted to indiscriminate firing. Later at night, the police entered the residential complex

of workers and beat them. On 4-8-80, 37 workers (the petitioners) were dragged like animals and arrested by the Police and confined at Police lock up at Ghat from 4-8-80 to 8-8-80 and then at Tripoli from 8-8-80 to 14-8-80. During these confinements the Police also used third degree methods. The workers were also not allowed to meet the Indian Ambassador or to move court for justice. Finally the petitioners were sent to Bombay without making them any payment of their dues and completely penniless. The petitioners were also not allowed to exchange the Libyan Dinar which they were having in their possession and which is now worthless in India. We brought these things to the notice of Hon'ble Works and Housing Minister Shri P. C. Sethi, who it is said went to Libya but discussed only with the management and the workers were not represented.

and accordingly your petitioners pray that

- (1) That an high ranking open enquiry into this whole episode may kindly be ordered to be conducted so as to bring to light the atrocities committed on the workers by the N.B.C.C. Management and the guilty officials be punished.
- (2) Full account of the petitioners may kindly be ordered to be settled immediately and their full dues for the full period/balance period of the contract be paid to them immediately.
- (3) The Libyan currency in possession of the workers be exchanged into Indian currency.
- (4) The N.B.C.C. be also directed to suitably rehabilitate the workers forthwith and without delay, as the workers who had joined the N.B.C.C. at the cost of their permanent jobs are now jobless."

*E. Comments of the Ministry of Works and Housing*

4.3 The representation was referred to the Ministry of Works and Housing for furnishing their factual comments thereon for consideration by the Committee. In their para-wise factual comments

dated the 21st May, 1981, the Ministry of Works and Housing have stated as follows:—

*“Para 1 of Petition*

The workers were employed by the NBCC on contract basis for a period of 2 years to work at Ghat Project in Libya. The provision in the Employment Agreement\* for accommodation is as under:—

The employee will be provided free furnished bachelor type accommodation on austerity basis or tents for camping either individually or with other employees during his stay in Libya. He will accept such accommodation as may be provided to him taking into consideration the conditions prevailing at the place where the work is to be carried out. The decision of the Project's Director regarding the type and scale of accommodation will be final and binding on the employee.

The NBCC have reported that they have been providing accommodation to the workers as per agreement.

As regards remittances by workers to India, the agreement provides as under:—

*“The Project Management will assist the employee for remittances home, for proper care and maintenance of the family of the employee as permissible under the law*

The NBCC have reported that they have provided all necessary facilities for repatriation of money from Libya by the workers. There were, however, occasional delays in the remittances reaching the beneficiaries through the respective Banks due to wrong addresses given by the workers. Remittances from Libya are allowed only when the work permit and residence visa are prepared for the workers which takes a minimum period of one to two months. The NBCC, however, have the system of sending monthly advances to the beneficiaries in India from Head Office till the actual remittances of the workers start from Libya.

(2) As regards leave, under the Employment Agreement signed, by the workers in India, they were entitled for Gratuity as per the last pay drawn by them in India and 30 days leave with wages. However, under the Agreement signed by them in Libya (See Appendix-III), they are entitled to 16 days earned leave with wages

---

\*See Appendix II

and gratuity as per last pay drawn by them in Libya. The workers were demanding that they should be given gratuity at the last pay drawn by them in Libya and 30 days earned leave as available in the Indian contract. They were told that they should choose benefits under either of the two Agreements and could not have it both ways. This was not acceptable to them and they resorted to strike, which is illegal in Libya.

*Para 2 of Petition*

(3) The representation from the workers addressed to the Prime Minister was examined by the Prime Minister's Office in consultation with the Ministry of Works and Housing.

*Para 3 of Petition*

(4) As stated above, the workers at the Khat Hospital and Housing Project in Libya, struck work with effect from the 13th April, 1980 to press for their demands in respect of leave, gratuity, minimum wages, bonus, etc. Finding that the local NBCC Officials in Libya were not successful in getting the workers to call off their agitation, a high-level team of Officers of the NBCC, led by Shri S. C. Dhawan, Chief Personnel and Administrative Manager-cum-Secretary, NBCC was deputed from the Headquarters to negotiate a settlement with the workers. The team reached Ghat on 19th May, 1980 and arrived at an amicable settlement with the workers and the strike was called off on 23rd May, 1980. The Indian Embassy in Libya was also associated with the settlement, and Government in the Ministry of Works and Housing was kept informed of developments.

(5) As a result of this settlement, the Corporation have agreed to the following:—

- (i) Grant of 30 days earned leave and 15 days gratuity on Libyan salary to the workers and regular employees of Ghat and Beniwalid Housing and Hospital Projects;
- (ii) Excess baggage of 15 days to the workers and to the regular staff of the above project; and
- (iii) Payment of minimum wage of LD 67.50 per month to the unskilled workers and desert allowance of LD 10 per month at Ghat Housing and Hospital Projects. Earlier these workers were getting LD 60 only p.m.

Certain other concessions of minor nature were also agreed to.

(6) During the negotiations mentioned above the workers had assured the Corporation that they would not resort to any strike thereafter and would increase the productivity but they did not carry out their assurances. They resorted to go-slow tactics and also instigated workers employed by the sub-contractors of the Corporation. On the 26th July, 1980, the workers manhandled the Senior Project Manager at Ghat (Shri P. K. Pandita) and his wife at his residence. Both Mr. Pandita and his wife sustained injuries. The workers also damaged the NBCC vehicles. The workers were asked to give their explanation for the misbehaviour but far from explaining their conduct on the night of 3rd August, 1980 about 200 workers 'gheraoed' the Senior Project Manager and the Staff demanding withdrawal of memos issued to them and also demanded written apology from the Senior Projects Manager. This incident created a serious threat to the law and order and the local police had to intervene to rescue the staff. The workers did not pay any heed to the warning of the local police and instead manhandled one of them. The police thereafter resorted to a cane charge after giving warning thrice to the workers to disperse peacefully. In the cane charge a few workers were injured. The Corporation have stated that the Police fired in the air. There was, however, no firing on the workers. No worker sustained injury as a result of police firing in the air. Some of the workers were taken by the police in their custody on the morning of 4th August, 1980 and detained them till finally repatriated because they had violated Libyan laws. The strike and demonstrations in Libya are unlawful. The workers had to be repatriated before the expiry of the contractual period as per verbal instructions from the local authorities. Thus, 34 workers of the NBCC and 11 of a sub-contractor were repatriated on the 13th and 14th August, 1980.

(7) On receipt of the Telex Message by the Head Office of the Corporation in India that 34 workers of the NBCC and 11 of sub-contractor would be reaching Bombay on the 13th and 14th August, 1980, a team of two officers from the Head Office was deputed to Bombay to receive the workers at the Airport. A payment of Rs. 15/- per head was made to the workers for their onward journey to their native place.

(8) As regards payment of their dues, NBCC have considered the matter and obtained expert legal opinion, according to which the workers had committed a breach of contract and are liable for damages/claims under the relevant Clause of Agreement, which they have entered into with the Corporation. According to this

legal advice, all the claims of the workers stand forfeited and further they are liable for damages to the Corporation.

(9) As regards exchange of Libyan Dinar it may be stated that the workers were taken directly from the police custody to the Airport and as such it was not possible to arrange for exchange facilities for them. The workers are free to surrender the Libyan Dinars to the Corporation in payment of the damages to which they are liable.

(10) In view of the facts given above, it would be seen that the workers grossly mis-behaved and conducted breach of contract. As such, there does not appear to be any need for an open enquiry into the matter. Their request for rehabilitation cannot be agreed to.

4.4 The Ministry of Works and Housing furnished vide their communication dated the 23rd September, 1981, details of the balance amount due to each of workers repatriated on the 13th and 14th August, 1980, as also the damages/claims which they are liable for, as follows:—

"A statement (See Appendix IV) indicating the balance amount due to 34 workers of NBCC repatriated on 13-14/8-80 is enclosed. The Statement also indicates the amounts payable by the workers to the NBCC on account of air fare, outfit allowance, incidental expenses and advance paid to them at Bombay Airport. The remaining 11 workers repatriated on 13-14/8-80 were not the employees of the NBCC but of a sub-contractor of NBCC.

(2) NBCC have stated that as a gesture of goodwill, the Corporation does not intend to go in for litigation for recovery of the claims indicated in the statement but the amounts to the extent available have been forfeited. The NBCC have not quantified the damages which can be claimed by them from the repatriates. However, they reserve their right to recover damages from them.

(3) A sum of Rs. 2022.55p is due to Shri S. Sadashivan (S. No. 16 of the enclosed statement) after adjusting the claims of the NBCC except the damages, NBCC are willing to pay this amount to Shri Sadashivan provided he gives an undertaking that with this payment he will have no further claim on the NBCC in so far as his deputation to Libya by the Corporation is concerned.



- (4) Incidentally five more employees of NBCC were deported from Libya between 20th August and 12th October, 1980. They could not be received at Bombay/Delhi Airports for want of timely intimation from Tripoli. As such they could not be paid advance of Rs. 150/- as in other cases. Details of balance amounts/claims in respect of these five employees have been indicated at S. No. 35-39 of the enclosed statement."

### C. Evidence before the Committee

4.5 The Committee at their sitting held on 15 April, 1982, examined representatives of Ministry of Works and Housing and National Buildings Construction Corporation Limited on the matter.

4.6 Explaining the background, the Joint Secretary of the Ministry of Works and Housing stated that the genesis of the trouble lay in the disparity in the terms and conditions of employment in the two agreements which the workers had to execute. When a worker was selected to be sent outside, he had to enter into an Agreement of Employment with the Management of the Corporation at Delhi. The two important components of the agreement related to leave and gratuity. According to the terms of the Employment Agreement, the worker was entitled to 30 days leave and gratuity equivalent to 15 days pay on the basis of the last pay drawn in India. Now, when the worker reached Libya and he got a work permit and the temporary visa, he was made to sign another agreement based on the laws of that country. According to that agreement, he was entitled to 16 days leave and gratuity equivalent to 15 days pay on the basis of the last pay drawn in Libya. Obviously, in terms of quantity, the emoluments available to a worker in Libya was much higher as compared to the emoluments available in India. The workers wanted to have the best of both the agreements. They wanted to have leave for a higher number of days in terms of the Indian agreement and they wanted to have 15 days' gratuity in terms of the last pay drawn in Libya. This was the main cause of the trouble.

The workers went on strike in April, 1980. When the news came here, a team of Senior Officers was deputed by the NBCC Management. The team held negotiations with the workers in consultation with Indian Ambassador in Libya. On 23 May, 1980, they reached a settlement which was signed by both the parties. According to that agreement, among other things, the workers assured

1073 LS-3.

that hereafter they would not make any further demand and they would do their work with full devotion etc.

The representative of the Ministry of works and Housing further stated that that, however, turned out to be untrue. They continued instigating the workers of the sub-contractors engaged by the NBCC and eventually this culminated in a physical attack and gherao of the Project Manager located in Libya. Not only that, the workers assaulted the wife of the Project Manager also as a result of which both the Project Manager and his wife sustained injury. At this stages, the NBCC Management in Libya did not seek the intervention of the Libyan police authorities. The Project Manager subsequently issued a show cause notice for this misdemeanour and misconduct. Instead of replying to the show cause notice or expressing regret for the unfortunate incident, the workers, about 200 in strength, gheraoed the Project Manager and the staff on 3rd August, 1960. They wanted the withdrawal of the Memos, and an apology from the Manager for issuing these Memos. Since the situation became critical, the local management of NBCC solicited the help of the Libyan Police. Libyan Police Officers came on the spot. They pleaded with the workers to disperse and remain peaceful. But the Libyan Police Officers were also manhandled and beaten by these workers. In self-defence, the Libyan Police resorted to firing as a result of which, fortunately no one sustained any injury. The position was reviewed and Libyan authorities came to the conclusion that since these workers had violated the law of the land, they could not be allowed to remain free citizens. Accordingly, the Libyan Police authorities arrested these people and directed the NBCC Management to deport them as soon as possible.

The representative of the Ministry of Works and Housing added that in consultation with the Indian Ambassador in Libya, finally a decision was taken to deport them. These workers were brought to Tripoli and from there, they were flown to Bombay. As a gesture of humanity and goodwill, a team of two officers was deputed to the Bombay Airport to receive the workers and they were given a cash allowance of Rs. 150 in cash each to enable them to go to their places of residence.

4.7 When asked to state the necessity of second agreement, the Joint Secretary of the Ministry of Works and Housing stated that the Employment Agreement executed with the workers in India was a standard agreement which was adopted by NBCC. Their workers were sent not only to Libya but also to Iraq and to other countries. According to the laws of each country, the second agreement had got to be executed. But in order to contain the worker

the Management eventually agreed to give the best terms available under both the agreements with the sanguine hope that they would devote their energies to the work with which they were entrusted.

4.8 When enquired whether it was made known to the workers at the time of leaving for Libya that the conditions of the agreement would be changed over there when they actually arrive in Libya, the representative of the Ministry of Works and Housing stated that one of the terms of the agreement was that they had to abide by the provisions of law which might be enforced in the country to which they were going. In general terms, that awareness was incorporated in the agreement. He further stated that the management had grown wiser and now they were thinking of only one Agreement in India which would be co-terminous with the Agreement which they might have to execute formally in the country they were sent.

4.9 When asked to state whether any independent enquiry was conducted into the incident and whether Government was satisfied with the Report sent by NBCC Officers a Libya, the Joint Secretary of the Ministry of Works and Housing stated that shortly after this incident, the then Works and Housing Minister happened to proceed to Libya. He was accompanied by the then Chairman and Managing Director and the Minister came back with the impression that the treatment which had been given to these workers was fully justified. Subsequently one of the Hon. Member of Parliament took up the case with the Hon. Prime Minister. The matter was again looked into and the following reply was sent to the Hon. Member of Lok Sabha:—

“In these circumstances the action taken against these workers was justified for which they themselves are responsible. If they have any claim or grievance, this could be settled in accordance with the law.”

The Chairman of NBCC added that there was no regular enquiry. But it was just an enquiry into the facts of incident reported by their Project Director to the Head Office. In reply to a question, the Managing Director of NBCC informed the Committee that workers who arrived at Bombay Airport were in no mood to give them any information.

4.10 The representative of the Ministry of Works and Housing further stated that they were individuals who had violated the law of the land to which they were sent to work. They had done incal-

culable damage to the Corporation of which they were employees. They had lowered the dignity of the nation and it had taken almost a year for the NBCC to retrieve its prestige in Libya. They, therefore, in the considered view of the Ministry did not deserve an iota of mercy, compassion or sympathy.

4.11 The Committee pointed out to the witnesses that the petitioners were not allowed to exchange Libyan currency which they were having in their possession and which was now worthless in India. The representative of the Ministry of Works and Housing stated that according to the law of Libya, no foreigner could go out of the country with Libyan currency of more than 20 Libyan dinars. Every passenger who was leaving the country had to make a declaration before the Libyan authorities as to the quantum of foreign currency he was carrying. Obviously the deported workers did not make any declaration at the airport.

When pointed out that the workers were straightway deported from the Police lock-up and there was no opportunity for them to exchange, the representative of the Ministry of Works and Housing stated that for every one, even if he was deported, the process of going through the emigration, signing statements, going to the airport, being put into the plane and all that, had to be followed. When the Committee referred to statement made in factual note of the Ministry that "the workers were taken directly from the Police custody to the Airport and as such it was not possible to arrange for exchange facilities for them. The workers are free to surrender the Libyan Dinar," the representative of the Ministry of Works and Housing stated that the statement was made before this Committee on humanitarian grounds. Even if some workers brought an excess currency which they were not entitled to bring or authorised to bring, the Ministry would take it up with the Ministry of Finance and the Reserve Bank and request them to condone this unauthorised action on their part and allow them to convert it into Indian rupee. He informed the Committee that not a single individual had approached the NBCC or the Ministry so far.

4.12 On being asked to explain the legal opinion obtained by the NBCC that the workers had committed a breach of contract and were liable for damages/claims under the agreement, the representative of the Ministry of Works and Housing stated that Clause 13 of the Agreement of Employment executed by individual worker with the Management before leaving the country stated:—

If the employee commits any breach of the Agreement, he will be responsible to make good to the Corporation the

damages which may be suffered by the Corporation by action of default." ....

The representative added that after the agreement was signed and after the trouble was over, the workers resorted to go-slow tactics and during the three months, every productivity of each worker fell from 800 Libyan dinars per month to 200 Libyan dinars per month. That was the damage or loss which had been caused to the Corporation which, in terms of this clause in the agreement, the Corporation was entitled to recover from the concerned individual worker.

4.13 In reply to a question, the Chairman-cum-Managing Director of NBCC stated that workers were recruited by NBCC through an advertisement in the newspapers for a specific contract undertaken by NBCC. After interview, it was explained to the workers about the conditions prevailing in that country. It was made known to them that strikes were banned in that country and they would have to follow the laws of that country.

The Chairman of NBCC further stated that workers in Libya were provided all necessary facilities and accommodation as per agreement. They were advised that they should keep in mind the dignity of the country on foreign land so that the country and the Corporation got respect and more work and earn more foreign exchange. After that incident, they were not given any contract for one year. In reply to a query, he informed the Committee that the workers had worked there for the period in between one to two years.

The representative of the Ministry of Works and Housing informed the Committee that after the incident in question there had been no further trouble. Work was going on in full swing. It was, therefore, clear that the deported workers had hand in creating trouble and disorder in the work.

4.14 When the Committee pointed out that the deported workers were entitled to benefits as per the terms of the Clause 14 of the Employment Agreement, the Joint Secretary of the Ministry of Works and Housing stated that the contract attracted the provisions of Clause 13. Clause 14 was an enabling provision. If the quantum of work was low, or for any reason the Corporation was not in a position to continue the work, and some of the employees who became surplus, in that event Clause 13 would not be invoked and under Clause 14 they would gracefully send back the individuals to the

country and give them the benefits under Clause 14 of the Employment Agreement.

4.15 In reply to a query, the Joint Secretary of the Ministry of Works and Housing stated that the deported workers would have been paid return fare and other benefits provided their conduct during stay in Libya was not violative of any condition including Libyan laws. They had committed a breach of contract in violation of Clause 8 of the Employment Agreement. In this connection, the Chairman-cum-Managing Director of the NBCC stated that the Management had not terminated the contract under Clause 14 of the Employment Agreement. They had created an incident in violation of Libyan law by going on strike and gherao.

4.16 The Joint Secretary of the Ministry of Works and Housing further stated that strikes and gheraos were totally banned in Libya. Even after the breach came to notice, theoretically the Management had the option to avoid these ugly incidents, i.e. gracefully terminate their contract and send them back to this country. It was not done. They acted, taking into consideration the exigencies of the situation obtaining at that particular time.

4.17 Enquired whether there was any re-thinking in regard to payment of dues to the repatriated workers, the Joint Secretary of the Ministry of Works and Housing stated that "according to the information furnished by the management to the Ministry, substantial amounts were outstanding against almost each of these 39 workers except perhaps one. The maximum that can be done and considered is that let us forget and forgive and the management could be advised to close the chapter".

#### **D. Observations/Recommendations of the Committee**

4.18 The Committee note from the evidence given by the representative of the Ministry of Works and Housing before them that when a worker was selected by NBCC to be sent outside India, he had to enter into an Employment Agreement with the Management of the Corporation at Delhi. When the worker reached that country and had got a work permit and the temporary visa, he was required to sign another agreement based on the laws of that country. Genesis of trouble lay in the disparity in the terms and conditions of employment in the two agreements which the worker had to execute. According to the terms of the Employment Agreement signed in India, the worker was entitled to 30 days leave and gratuity equivalent to 15 days pay on the basis of the last pay drawn in India.

In terms of agreement based on the Libyan law, the worker was entitled to 16 days leave and gratuity equivalent to 15 days pay on the basis of last pay drawn in Libya which was much higher as compared to gratuity available as per terms of Employment Agreement. That disparity was the main cause of trouble.

4.19 Clause 8 of the Employment Agreement signed in India provided that "the employee will abide by all the laws, rules and regulations of the Government or other local authorities in Libya or the party for whose work the employee is being sent to Libya". "According to the representative of the Ministry of Works and Housing, the terms and conditions of the Employment Agreement could be changed in view of the provisions contained in clause 8 on the basis of law of that country. However, the representative of the Ministry of Works and Housing also informed the Committee that the Management of the NBCC was thinking of only one Agreement in India which would be co-terminous with the Agreement based on the laws of the country to which the worker was sent.

The Committee are of the opinion that there is no clause in the Employment Agreement which envisages any change in terms and conditions of Employment Agreement or which empowers the Government to change the terms and conditions stipulated in the Employment Agreement. The Committee recommend that in future the Management of the Corporation should execute one Agreement with the workers suitably incorporating terms and conditions based on the laws of the country to which the workers are likely to be sent so as to eliminate any cause of misunderstanding and trouble.

4.20 The Ministry of Works and Housing in their factual comments dated 21 May, 1981, have stated that on the night of 3 August, 1980, about 200 workers 'gheraoed' the Senior Project Manager and the staff demanding withdrawal of Memos. issued to them. That incident created a serious threat to law and order and the local police had to intervene to rescue the staff. Whereas the petitioner in his representation has stated that on 3 August, 1980, the Senior Project Manager called a workers' meeting for discussion. But when workers assembled for the said meeting, they had been gheraoed by the Libyan Police. In reply to a specific question whether any independent enquiry was conducted by the Government, the Chairman-cum-Managing Director of the NBCC informed the Committee that there was no regular enquiry. But it was just an enquiry into the facts of incident reported by their Project Director to the Head Office. The Chairman-cum-Managing Director of NBCC have also informed the Committee during evidence that

the workers who arrived at Bombay Airport were in no mood to give any information to the NBCC officers who received the workers. The Committee find that no formal independent enquiry was conducted into the unfortunate incident culminating in deportation of workers. The Committee regret this lapse on the part of the Government.

The Committee recommend that an enquiry may be made into the conduct of the Officers-in-Charge of the Project who were responsible for the situation.

4.21 The Committee note from the factual comments furnished by the Ministry of Works and Housing stating that the workers had to be repatriated before the expiry of the contractual period as per verbal instructions from the local Libyan authorities. During evidence, the representative of the Ministry of Works and Housing informed the Committee that after the clash between the workers and the Libyan Police, Libyan authorities came to the conclusion that since these workers had violated the law of the land, they could not be allowed to remain as free citizens. Accordingly, the Libyan Police authorities arrested these people and directed the local NBCC Management to deport them.

4.22 From the statement showing the amounts payable/recoverable from the deported workers furnished by the Ministry of Works and Housing, the Committee note that there are substantial balance amounts due to the workers. However, after adjusting the air fare, outfit allowance, incidental expenses and advance paid to them at Bombay Airport, amounts are recoverable from the deported workers. In their factual note to the Committee, the Ministry of Works and Housing have stated that according to expert legal opinion obtained by NBCC, the workers had committed breach of contract and are liable for damages/claims for the period during which the workers resorted to go-show tactics under the relevant Clauses of Agreement which they had entered into with the Corporation. During evidence, the representative of the Ministry of Works and Housing informed the Committee that under Clause 8 of the Employment Agreement, workers were to abide by the laws of the country to which they were sent. However, the workers went on strike and indulged in gherao which were unlawful in Libya. As they had committed a breach of contract under clause 8 of the Employment Agreement by violating the Libyan law, they were liable to make good to the Corporation the damages caused by action of default for the period during which the workers resorted to go-slow tactics.



The Committee feel that as the whole trouble started as a result of change in the terms and conditions made in the Employment Agreement by the NBCC Management for which there is no specific provisions in the Agreement, the NBCC authorities are also responsible to certain extent for the situation. Further, in the absence of any formal independent enquiry into the unfortunate incident, the workers cannot be held fully responsible for violation of any Libyan law under Clause 8 of the Employment Agreement.

After considering all aspects of the matter, the Committee are of the view that there is no justification on the part of the N.B.C.C. to forfeit the legitimate claims of the deported workers for alleged violation of Clause 8 of the Employment Agreement. The Committee consider that proper course for N.B.C.C. in such a situation would have been to invoke the provisions of Clause 14 of the Employment Agreement which empowers the Management to terminate the contract at any time without assigning any reason. However, in the event of such a termination, the employee is entitled to return fare from Libya to India and other benefits admissible to him by virtue of this contract on proportionate basis. The Committee, therefore, recommend that instead of adopting a rigid attitude, N.B.C.C. should pay all legitimate dues to the workers as per Clause 14 of the Employment Agreement.

4.23 The Committee further recommend that the Ministry of Works and Housing may write to the deported workers and render them every assistance for exchange of Libyan Dinars in their possession. The Committee would like to be apprised of action taken by Government in this regard.

REPRESENTATION REGARDING OPENING OF A RAILWAY CROSSING NEAR GAGARIYA RAILWAY STATION ON MUNA-BAO-BARMER SECTION OF NORTHERN RAILWAY

5.1 Shri Viridhi Chand Jain, M.P. forwarded a representation dated the 6th March, 1980, from Shri Amin Khan, Sarpanch-Ranasar, Distt. Barmer and others regarding opening of railway crossing near Gagariya Railway Station.

*A. Petitioners' Grievances*

5.2 In their representations, the petitioners stated as follows:—

“Near Gagariya Railway Station there was a crossing on Bijrad and Pandhikapar road which has been closed down for the last two years. As a result, in all the villages of Gram Panchayat Pandhikapar, Bindekapar and Buthiya Panchayats drought relief foodgrain and operations under food for work programme have come to a stand still and the common man is facing hardship. Particularly, the drought hit and desert areas are experiencing acute problem of drinking water. Due to closing down of the gate, transport of tankers is thwarted because of which people are not getting water resulting in acute water scarcity.

Therefore, you are requested to kindly give orders to the department to open the railway crossing near Gagariya Railway Station on Bijrad Road, District Barmer of Northern Railway.”

*B. Comments of the Ministry of Railways (Railway Board)*

5.3 The representation was referred to the Ministry of Railways (Railway Board) for furnishing their factual comments thereon for consideration by the Committee. In their factual note dated the 17th April, 1980, the Ministry of Railways (Railway Board) have stated as follows:—

"In the representation of 6-3-1980 from Shri Amin Khan, Sarpanch, Ranasar (sent through Shri V. C. Jain, M.P.), it has been stated that the level crossing near Gagariya station (on Munabao-Barmer Section) of Northern Railway, has been closed nearly 2 years ago causing lot of inconvenience to the public. It has, therefore, been desired that the level crossing should be reopened.

The matter has been investigated by the Railway and it is observed that the representation is in respect of *cattle crossing* No. 338 at km. 898/8-9 near Gagariya station. *There is no level crossing at this location.* It may be pointed out that unlike level crossings, cattle crossings are not meant or designed for the use of vehicular traffic. These are meant for pedestrian and animal traffic only. Unfortunately, however, cattle crossing No. 338 was being used unauthorisedly for vehicular traffic. As this endangered the safety and was likely to lead to serious accidents, the Railway Administration erected stakes in the approaches of the cattle crossing to prevent vehicular traffic passing over it. The stakes erected by the Railway, do not, however, prevent the use of the cattle crossing by pedestrian/animal traffic.

The Railway Administration have no objection to upgrade the cattle crossing into a regular level crossing (fit for vehicular use) but as per rules, the cost therefor (both initial as well as recurring/maintenance), would have to be borne entirely by the State Government/Local Authority. The Railway have already written to the State P.W.D. in this regard in December, 1979 but no reply has been received from the latter so far. Further action will be taken by the Railway promptly after the State Government agreed to bear the cost."

5.4 In their reply dated 18 December, 1981, the Ministry of Railways (Railway Board) have stated that "despite the Northern Railway Administration's vigorous efforts to get the proposal cleared by the State Government as required under the extant rules, the State Government has not yet communicated acceptance to the proposal and so the Railway has not been able to take any further action in the matter. As this would be a 'deposit' work involving certain codal formalities to be complied with by the State Government, it is for the State Government to take a decision in the matter and to take further action in direct consultation with the Northern Railway Administration."

In their latest reply dated 12 February, 1982, the Ministry of Railways (Railway Board) have informed that the State Government is not keen to convert the proposed 'D' Class level crossing into a 'C' Class level crossing between Gagaria and Ranasar Stations on Barmer-Munabao Section.

*C. Observation of the Committee*

**5.5 The Committee note from the factual comments furnished by the Ministry of Railways (Railway Board stating inter alia that the Railway Administration have no objection to upgrade the existing cattle crossing between Gagariya and Ranasar Stations on the Barmer-Munabao section into regular level crossing fit for vehicular use. But under the extant rules, the State Governments are required to bear the cost (both initial as well as recurring/maintenance) for a regular level crossing. The State Government of Rajasthan, however, have not communicated the acceptance of the proposal for upgradation of the existing cattle crossing into a regular level crossing. In view of the position explained by the Ministry, the Committee feel that no intervention is called for on their part.**

## VI

### REPRESENTATION FROM DR. C. S. RAO, EX-TECHNICAL ADVISER, ANDHRA SCIENTIFIC CO. LIMITED, HYDERABAD REGARDING NON-PAYMENT OF ARREARS OF SALARIES ETC.

6.1 Dr. C. S. Rao, ex-Technical Adviser, Andhra Scientific Co. Ltd., Hyderabad submitted a representative dated 27 August, 1981 regarding non-payment of arrears of salaries etc.

#### *A. Petitioner's Grievances and prayer*

6.2 In his representation, Dr. Rao stated as follows:—

“As the highest tribunal in the country representing the people of India, the Committee on Petitions, Lok Sabha may be pleased to consider favourably and expeditiously the subject petition, of which the relevant details are briefly mentioned in the enclosure. (See Appendix—V).

(2). It may be added, in the above context, that this appeal is preferred to you as the last and final resort after exhausting all possible avenues of redress during the past ten years and these include numerous appeals to the Ministry of Defence, to the Prime Minister and to the President of India, besides a personal interview with the late President, Shri V. V. Giri. It was always more or less the same stereo-typed reply received from the Department of Defence Production (to whom every appeal found its way ultimately for disposal) to the effect that payment could not be made on account of the moratorium imposed by the Government, or, more recently, that payment could only be effected by the Company after its nationalisation was finalised by the Government. And, even after ten years, this nationalisation is yet to materialise, notwithstanding the fact that the Company is fully viable and has been making profits. It is indeed my greatest misfortune today that nobody seems to appreciate either the outstanding services rendered by me to the Ministry of Defence for nearly quarter of a century and subsequently

to the Andhra Scientific Company, or to have the willingness to order payment. It is truly tragic that, of all persons, this should happen to me, because, as explained in enclosure, I was virtually the saviour of the Company by arranging for its take-over by the Government and was also totally responsible for its subsequent viability by converting it into a predominantly Defence oriented industry. In the firm belief that elementary justice and fairplay are not wholly non-existent in this free country of ours, I am making this most earnest appeal to you, and through you to our Parliament, for immediate payment of my full dues from the Company, especially on account of the present delicate and uncertain state of my health due to heart ailments."

*B. Comments of the Ministry of Defence*

6.3 The representation was referred to the Ministry of Defence for furnishing their factual comments thereon for consideration by the Committee on Petitions. In their factual note dated 30 March, 1982, the Ministry of Defence stated as follows:—

"The factual comments on the various points raised in the representation for the consideration of the Committee on Petitions, Lok Sabha are furnished below:

*Paras 1 & 2 of Appendix*—Dr. C. S. Rao joined Andhra Scientific Company on 27-1-1966 and was in service till 26-1-1971 i.e. for a period of five years only. His services were being utilised by the factory in the field of optical instruments. He was Technical Adviser of the factory. Before this, he had worked in Instruments Research and Development Estt. Dehradun.

*Para 3.*—The amount due from the company to Dr. C. S. Rao towards arrears of the salary etc. as per the books of account are as follows:

- (i) Net amount of salary to be paid to Dr. Rao after deducting Rs. 12,500/- on account of Income Tax paid by Company on his behalf—Rs. 54,705.99.
- (ii) Interest at 12 per cent on Salary arrears from 17-1-71 up to 16-7-1972 i.e. to the date of take-over Rs. 9858.25.

---

Total: Rs. 64,366.24

As regards further interest on salary arrears Bonus and P. F. claimed by Dr. C. S. Rao it may be stated as follows:—

(i) Interest on salary arrears beyond the date of take-over.

As per the Board of Director's resolution dated 19-1-71 company had resolved to pay interest at the rate of 12 per cent per annum on arrears of salary *w.e.f.*, 17-1-71 till clearance is made. Based on this resolution, an amount equivalent to Rs. 9,858.25 as interest from 17-1-71 to 16-7-72, the date of take-over, has been shown as due to him in Company's books of account. Thereafter since the management was taken over by Government, no further amount has been shown in the books of account.

(ii) *Bonus*: Dr. C. S. Rao has also claimed Bonus, but as per legal provisions, he is not entitled for payment of any Bonus.

(iii) *Provident Fund Dues*: As per the Company's account the total amount of Rs. 26,340.50 was due to the officer. This amount has been remitted by the Company to P. F. Commissioner on 15-1-1976.

We have no comments to offer regarding his sale of residential building and payment of Income Tax except that a sum of Rs. 12,500/- as stated above was paid on his behalf as per his request toward Income Tax by the Company [as stated at 2(i) above].

*Para 4*: No comments.

*Para 5*: The management of the company was taken over by the Government of India under section 18AA of IDR Act 1951 for a period of 5 years which was further extended from time to time and the present extension expires on 26-6-1982. Pre-take-over liabilities (including salaries) of the Company stood frozen under section 18 FB of IRD Act and the moratorium is present in force till 26-6-82.

Dr. C. S. Rao has represented to this Ministry several times in the past for the payment of his dues relating to arrears of salary, Provident Fund with interest, Bonus and interest on salary arrears. In view of the moratorium on discharge of pre-take-over liabilities, Dr. Rao was informed of Government's inability to help him in the payment of his dues.

The question whether the Government have the freedom to relax the moratorium notification was considered in consultation with the Ministry of Law as early as in 1973. The Ministry of Law was of the view that this could be done only if the relaxation was in the interest of the Company and promoted production efforts of the Company. This condition does not cover the case of Dr. Rao and a large number of others in a similar position. As regard the profitability, the company still has an accumulated loss of Rs. 120.58 lakhs. In the previous two financial years the Company has made marginal profits which however do not take into account provisions for previous years. So far as refund of income tax is concerned the matter would rest with the income tax authorities.

The future set up of the Company is under the consideration of the Government. In case the Company is nationalised, the liabilities are usually discharged as per the approved schedule of priorities from the asset amount made available as compensation. The liabilities of arrears of salary etc. of pre-take-over period are covered under the schedule of priorities. However, Government will have to take a considered view in the nationalisation scheme on such liabilities if they are not dischargeable in terms of the priority."

#### *C. Recommendation of the Committee*

6.4 The Committee note from the factual comments furnished by the Ministry of Defence (Department of Defence Production) on the points raised in the representation from Dr. C. S. Rao that an amount of about Rs. 64,000/- is due from the Company to Dr. C. S. Rao towards arrears of salary etc. But in view of the moratorium on the discharge of pre-take-over liabilities of the Company under section 18 FB of the Industries (Development and Regulation) Act, 1951, no payment of his dues could be made to Dr. C. S. Rao. The moratorium is stated to be in force till 26 June, 1982.

The Ministry have further stated that the future set up of the Company is under the consideration of the Government. In case the Company is nationalised, the liabilities are usually discharged as per the approved schedule of priorities from the asset amount made available as compensation. The liabilities of arrears of salary etc. of pre-take-over period are covered under the schedule of priorities. However, Government will have to take a considered view in



the nationalisation scheme on such liabilities if they are not dischargeable in terms of the priority.

The Committee further note that Dr. Rao is 72 years old and he is suffering from heart ailments. The Committee recommend that in view of his advanced age and ill health Government should make some ad hoc payment to the ex-employee in lieu of his dues pertaining to pre-take-over management period.

## VII

### OTHER REPRESENTATIONS

7.1 During the period under report, the Committee have considered eleven other representations and letters (See Appendix VI) addressed to the House, the Speaker or the Committee by different individuals which were inadmissible as petitions.

7.2 The Committee note with satisfaction that through their intervention, petitioners have either been provided partial or complete relief or the Ministries/Departments concerned have adequately explained the position factual, legal or otherwise in respect of those representations.

NEW DELHI;

R. L. BHATIA.

27 July, 1982.

Chairman,

Sravana 5, 1904 (Saka).

Committee on Petitions.

## APPENDIX-I

(See para 2.2 of the Report)

[Petition No. 19 re. the Delhi Rent Control (Amendment) Bill, 1980 so as to make provisions also for adequate return on housing investment and expeditious disposal of eviction cases of premises for self-occupation.]

LOK SABHA

PETITION No. 19

[Presented to Lok Sabha on 5-3-1982]

[Considered by the Committee on Petitions, Lok Sabha at their sitting held on 11 March, 1982 and circulated in pursuance of the Committee's direction under rule 307(1) of the Rules of Procedure and Conduct of Business in Lok Sabha]

To

LOK SABHA,  
NEW DELHI.

The humble petition of the President and the General Secretary, Delhi Urban House Owners Welfare Association on behalf of thousands of small houseowners, especially the old and retired persons in ill health, owning only one residential house who most urgently require vacant possession of their rented premises partially or wholly because of their pressing and growing personal needs.

SHEWETH

The Delhi Urban House Owners Welfare Association submit that the Delhi Rent Control Act, 1958 has completely failed to achieve its objectives. It should be drastically amended, if not repealed, at the earliest.

2. Many small houseowners have made individual representations to the Prime Minister, the Lt. Governor of Delhi, the Minister and the Secretary, Minister of Works and Housing, the Law Minister. They have submitted that the Delhi Rent Control Act, 1958

is so heavily weighted in favour of tenants that thousands of old and retired houseowners cannot expect speedy justice in their old age and have to suffer in silence when they badly need peace of mind and security.

3. Many tenants, including big business houses, foreign concerns of international fame and foreign embassies, are taking advantage of the undue protection which the Rent Act provides to such tenants. They turn a completely deaf ear to most pressing and urgent appeals on compassionate and humanitarian grounds from small houseowners to vacate their rented premises for self occupation and continue to remain in occupation years after the expiry of the term of the rent lease.

4. Thousands of eviction cases are pending in various law courts of Delhi for years. It is a recognised maxim of law that justice delayed is justice denied. The anguish of thousands of small houseowners in the evening of their lives, who had invested their life's saving in building one modest house which their tenants refuse to vacate have to be seen, to be believed.

5. Former Chief Justice of India, Shri S. M. Sikri has ably summed up the position of houseowners in his address to the Seminar organised by this Association on 18-12-1979 thus, "If you have let the house, you might as well forget that you own it. You have only got an income payable at the sweet will of the tenant. If you think you can secure possession and your rights through litigation, you have to wait for 10 to 20 years before you get the possession".

6. The petitioners had urged in their representations to the Government that the Delhi Rent Control Act, 1958 should be suitably amended to ensure:

- (i) An adequate return on housing investment; and
- (ii) Entitlement to self-occupation of their premises, speedily, when needed, especially by small houseowners who wanted to provide for their old age by building one modest house.

7. Vague assurances were given that the matter was under active consideration of the Government. But it is deeply disappointing that the subject has not been included in the legislative programme of the Government.

8. The Delhi Rent Control (Amendment) Bill, 1980 (Bill No. 145 of 1980), introduced in Lok Sabha on 1 August, 1980, is pending

before Lok Sabha. The said Bill does not contain suitable provisions on the lines as suggested in para 6 *supra*.

9. Accordingly your petitioners pray that as not other remedy, is open to them seek redress of their grievances, the Lok Sabha through its Committee on Petitions examine sympathetically the following proposals:—

- (i) The word 'house owners' should take the place of 'land lord' wherever it occurs in the Act.
- (ii) The definition of 'tenant' in the present Act be suitably amended so that he and his successors are denied the present legal protection to continue in occupation of the rented premises even after the expiry of the term of the Lease Agreement.
- (iii) Rents already fixed under the Act for old premises should be suitably increased and periodically adjusted in accordance with the cost of living index of the Ministry of Labour, Government of India.
- (iv) Definition of family should be amended so that earning sons, daughters, grandsons, grand daughters and indigent members such as widowed daughters be treated as part of the owner's family.
- (v) Section 14 Sub-Section (17) of the Act be amended to read as follows:

Where an order for the recovery of possession of any premises is made on the ground specified in Clause (e) of the proviso of Sub-Section (1), the landlord shall not be entitled to possession thereof before the expiry of a period of *two months* from the date of the order.

- (vi) Provisions of Section 14A should equally apply to the following categories of houseowners:—
  - (a) A retired Government servant
  - (b) A Freedom Fighter
  - (c) Those serving in the Army, the Navy or the Air Force of the Republic of India and who have been posted to Delhi or to a non-family station.
- (vii) The legal process for getting a house vacated for personal needs should be different from the one prescribed in the

Civil Procedure Code. When the owner says that he wants the premises for himself he does not make any allegation against the tenant. The tenant should not be made a party to the case in the same manner as a defendant in a civil suit. The Court may give him an opportunity to make a statement to bring facts to its notice, but the matter of personal need should be dealt with independently by the Rent Controller or the Court and the case should be finally settled within a *maximum period of three months* from the date of its filing. Only summary proceedings should be held in such cases without any right of appeal, except a review.

- (viii) The settlement of the dispute relating to Rent Control Act should also be permissible through an Arbitrator to be appointed by mutual consent of the parties. The Arbitrators are in a position to settle lots of things by mutual consent of the parties through moral pressure. The powers enjoyed by Arbitrators give them a special position in the eyes of the parties. This would enable speedy disposal of a large number of cases and decrease the work of over-burdened courts.
- (ix) If due to some financial loss or other unfortunate circumstances, a person is compelled to sell his house, the Rent Controller may permit the premises to be vacated by the tenant. Such permission should be given liberally to owners of single houses.
- (x) Sub-letting or handing over the premises to any unauthorised person at the time of vacation should be treated as a breach of faith involving heavy damages and penal action.
- (xi) A house, a major part of which is used for residential purposes, should be taken as a residential unit. The use of a room or two for commercial purposes by the tenant should not be deemed to turn it into a commercial premises.

10. Your petitioners further pray that the Committee on Petitions of the Lok Sabha recommend to the Government that suitable provisions may either be incorporated in the Delhi Rent Control (Amendment) Bill, 1980 (Bill No. 145 of 1980) or a new amending

Bill be introduced to provide for the above measures, and included in the legislative programme of the Government for the current Session of Parliament.

And your petitioners as in duty bound will ever pray.

Name of petitioner	Address	Signature or Thumb impression
1. Shri J.P. Jain	President, Delhi Urban House Owners Welfare Association, CI/33, S. D. Area, New Delhi.	Sd/-
2. Shri R.N. Gupta	General Secretary, Delhi Urban House Owners Welfare Association, F-10, Gulmohar Park, New Delhi.	Sd/-
3. Dr. (Mrs.) Raj Puri	M-60 Greater Kailash Part I, New Delhi-110048.	Sd/-

Counter signature of member presenting:

V. N. Gadgil, M.P.

## APPENDIX II

(See para 4.3 of the Report)

[Employment Agreement signed in India by NBCC Workers]

### WORKERS

#### EMPLOYMENT AGREEMENT HOUSING

This agreement made and entered into at New Delhi this day of \_\_\_\_\_ between the National Buildings Construction Corporation Limited having its office at 95, Nehru Place, Vishal Bhavan, New Delhi-110019 hereinafter called the 'Corporation' (which expression shall include its successors and assigns) of the one part of Shri \_\_\_\_\_ at present residing at \_\_\_\_\_ hereinafter for brevity's sake called the employee of other part.

Whereas the Corporation is desirous to send the said employees to Libya on the terms and conditions hereinafter set out:—

Now these presents witness and it is hereby agreed by and between the parties hereto as follows:—

1. The employee will leave for Libya on or about \_\_\_\_\_ and will stay there for a period of 2 years from the date of his departure from India. The said period is only approximate and the Corporation will be free to call back the employee before completion of the said period or of Corporation's requirements from time to time, but in any case the period will not exceed 3 years from the date of employee's departure from India. This agreement shall remain in force during the period reserved herein subject to earlier termination, if any, as provided in the agreement.

2. The Corporation will arrange free air passage from India to Libya and back. In case of air passage, the Baggage will be allowed as per Air Lines instructions and the cost of excess baggage, if any, will have to be borne by the employee.

3. The employee will be allowed an outfit allowance of Rs. 500/- to enable him to equip himself properly for proceeding abroad.



4. While stationed at Libya the employee will be allowed the following facilities:—

(a) WAGES:

He will be entitled to a wage of LD————per month which is payable in Libya in local currency.

Note: 1. Wages payable to him will be subject to deduction of local taxes and other contributions in force from time to time as per the Libya laws.

2. The Project Management will assist the employee for remittances home for proper care and maintenance of the families of the employee, as permissible under the law.

(b) ACCOMMODATION:

The employee will be provided free furnished bachelor type accommodation on austerity basis or tents for camping either individually or with other employees during his stay in Libya. He will accept such accommodation as may be provided to him taking into consideration the conditions prevailing at the place where the work is to be carried out. The decision of the Project's Director regarding the type and scale of accommodation will be final and binding on the employee.

(c) MEDICAL CARE:

Medical facilities shall be admissible to him on the same pattern as admissible to corresponding categories of Government employees posted in Libya.

(d) GRATUITY:

He shall be entitled to receive gratuity, if admissible under the rules, equivalent to half months pay (Rs. \_\_\_\_\_ per month) for every completed one year of continuous service, provided that the completion of continuous service of one-year shall not be necessary where the termination of employee shall be due to death, or calling back in the interest of the Corporation work.

(e) LEAVE:

He will be entitled to 30 days leave with full pay for every completed year of service in Libya. Leave can, however be availed on proportionate basis. After completion of the period of contract, he will be entitled for encashment of balance period of unavailed of leave, on the basis of last pay drawn subject to the condition that

a request for such leave was duly made by the employee, in writing to the concerned authorities as and the same was refused by the Manager in the exigencies of work.

5. In addition, he will also be entitled to 20 days leave on half pay for every completed year of service which can be commuted for half the period on full pay on the basis of medical certificate issued by a duly appointed medical doctor of the Corporation.

6. Any items of furniture, utensils or other articles provided to the employee for his use while in Libya will remain the property of the Corporation and the same will be returned by the employee to the Project Director or as directed by him while leaving Libya.

7. While abroad the employee will devote his whole time and attention to the work for which he is being sent and will carry out to the best of his abilities, the instructions, given to him by the Corporation's Officers, from time to time.

8. The employee will abide by all the laws, rules and regulations of the Government or other local authorities in Libya or the party for whose work the employee is being sent to Libya.

9. The employee will not leave the foreign country without the written instructions/permission from the Project's Director or an officer authorised by him in Libya during the period of this agreement. If for any reasons, he desires to come back before the agreed period, he should send a written request with full reasons for consideration of the Corporation. Provided that an event the passage in India to Libya and back shall be borne by such employee unless it is specifically allowed to the employee by the Corporation as a special case. He should not return back to India without prior written permission of the Project's Director.

10. The employee will not change his employment in foreign country without the prior written permission of the Project's Director.

11. While abroad the employee will conduct himself in such a way which will advance the business interest and reputation of the Corporation as well as our country. Should he find himself in any difficulty with either the clients or any Governmental or local Authority he should report the matter to the Project's Director or an Officer authorised by him in Libya and abide by his instructions.

12. Any allowance or payments made or facilities given to the employee while in Libya will cease to be available to him on his return to India.

13. If the employee commits any breach of the agreement he will be responsible to make good to the Corporation the damages which may be suffered by the Corporation by his action of default.

14. The employer reserves with himself the right to terminate the said contract at any time during its currency without assigning reason, which cannot be called to question in a court of law or before any authority but in the event of such a termination, the employee shall be entitled to return fare from Libya to India and other benefits admissible to him by virtue of this contract, on proportionate basis. Gratuity shall however, stand forfeited in its entirety in the event of misconduct on the part of the employee.

15. IN WITNESS thereof the parties have hereinto signed their respective hands and seals the day and year hereinabove written.

**SIGNED AND DELIVERED**

For and on behalf of the  
Corporation in the presence of

For National Buildings  
Construction  
Corporation Limited.

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**SIGNED AND DELIVERED**

Shri \_\_\_\_\_  
in the presence of

\_\_\_\_\_

## APPENDIX III

(See para 4.3 of the Report)

[Agreement entered into by the NBCC Management with workers  
on 23 May, 1980 at Ghat, Libya]

### NATIONAL BUILDINGS CONSTRUCTION CORPORATION LIMITED

OFFICE OF THE SENIOR PROJECT MANAGER

GHAT

LIBYA

23-5-1980

SUB.—*Settlement between workers and Management took place  
on 23-5-1980.*

1. *Bonus:*

This is not payable. The company is also not agreeable to pay *ex-gratia*. It is, however, agreed to refer this matter to the Ministry of Finance, Govt. of India and its decision will be communicated as early as possible.

2. *Gratuity:*

Gratuity will be payable @ 15 days as per the last pay drawn in Libya for every completed year of service. Amount will be repatriated as per banking rules.

3. *Annual leave with air fare:*

This is not agreeable. The benefit of leave encashment for 30 days leave after every completed year of service will be continued. After two years, leave encashment money can be repatriated to India on final repatriation, as per rules.

4. *Casual leave—12 days per year:*

This is not agreed to.

5. *Increment:*

This is not agreed to.

6. *D.A.:*

This is not agreed to.

7. *Free Food:*

This is not agreed to.

8. *Excess Baggage:*

15 Kg. as accompanied baggage.

9. *Minimum Wages:*

An unskilled worker at Ghat will be allowed a wage of LD 77.50 per month at Ghat Housing and Hospital Project including the desert allowance of LD 10.00 p.m. w.e.f. 24-5-80.

10. *Overtime and Remittance:*

This has to be as per Libyan Law. On working days overtime rate will be 1½ time and on holidays, it will be double and the amount will be remitted to India as per rules.

11. *Emergency Leave:*

It will be liberalised, Projects Director will sanction the same taking into account the genuineness of each case. One way air ticket will be given from an International airport nearest to home town in India to Libya.

12. *Air ticket upto Home station:*

Ticket upto International Airport nearest to home town in India will be provided on repatriation.

13. *INAS Facility:*

Details of INAS facilities available will be published and the local management will make full efforts to get all the facilities available with INAS. The local management will approach the local authorities to post one doctor at Ghat under INAS scheme.

14. *Accommodation:*

This is agreed to in principle and will be decided by the local management, keeping in view the site exigencies.

15. *Additional Desert Allowance:*

This is not agreed to. The present desert allowance will continue.

16. *Before completion of contract period repatriation should be with free air fare:*

Return fare will be borne by the Corporation on proportionate basis only with reference to the contract period, after completion of one year, in case a worker wants to go earlier.

17. *On 3rd year extension of service any day, the technicians will be free to go back:*

Workers will be given full air-fare to India on repatriation, any time during the extended period of their contract i.e. in the 3rd year.

18. *Public Holidays:*

Workers will be allowed 12 public holidays as already being allowed hitherto, subject to inclusion of 3 national holidays in the same. Remaining 9 holidays can be agreed to mutually.

19. *Worker's representative should be included in the committee for taking certain decisions:*

A working committee will be constituted with the equal representatives both from Management and workers side for the welfare purposes only.

20. *False Allegations:*

On the specific requests of all the workers, it was agreed that the case against Ajaib Singh will be withdrawn as a measure of gesture from management side.

21. *Salary difference in some Trades:*

After two years, if any technician wishes to continue and if his performance is satisfactory, he can be remustered on the basis of the recommendations of the Departmental Promotion Committee. However, in case of any unskilled worker who has been deployed on skilled job, his case be considered by D.P.C. for remustering after one year.

*22. Salary for the Strike period and no break-up of service during strike:*

No payment will be allowed for the strike period. However, as a very special case it has been agreed that this period will not be considered as break-in service.

*23. Victimization:*

There will be no victimization of any type, as the company believes in mutual good, understanding and utmost co-operation.

*24. No delay in remittance of Salary:*

Remittance will be made as early as possible but not more than three months hold up should be there.

*25. Provision of utensils in the kitchens*

Local management will ensure the needful.

*26. Posting of a Liasion Officer:*

An Administrative Officer will be posted as early as possible.

*27. Distribution of work permits to the employees:*

This is agreed to.

*28. Repair of air-conditioners:*

This is agreed to.

*29. Provision of Dining Hall:*

This is agreed to.

*30. First aid arrangements:*

This is agreed to.

*31. Recreation and information room:*

This is agreed to.

*32. Statement of accounts from Bank:*

The matter will be taken up with Chairman of the Syndicate Bank. The workers will give specific complaints.

**33. Payment of monthly salary and overtime on or before 7th of every month:**

This is agreed to subject to site exigencies.

**34. Transit:**

Transit in Tripoli is accepted upto 7 days. In case of duty to exigencies on the part of Corporation for more stay, the salary will be paid to the individual.

The above is a package deal and in settlement of all the demands of the workers at Ghat. The demand at Sr. No. 1 regarding bonus will be settled as per the decision given by the Government of India, which will be final and finding.

Workers assure the management that they will improve their productivity which will cover additional financial liability involved in the settlement. They will also not make any further demand which will have financial bearings.

**MANAGEMENT:**

1. Sd/-  
(P. K. Pandita)  
Sr. Project Manager  
Ghat.
2. Sd/-  
(S. C. Dhawan) 23.5.80  
C.P. & A.M. cum-Secy.  
Camp Ghat.
3. Sd/-  
(R. K. Gupta)  
FA&CAO  
Camp Ghat.

**REPRESENTATIVES:**

Workers:

- Sd/-  
1. C. P. Bhaskaran Nair
2. K. O. Vargheese
3. Jaishi Ram
4. Bal Kishan
5. M. Somarajan.

Seal of Embassy of India, Tripoli



### APPENDIX IV

(See para 4.4 of the Report)

#### (STATEMENT SHOWING THE AMOUNT PAYABLE/RECOVERABLE FROM THE DEPORTED WORKERS)

Sl. No.	Name	Balance due in LD	Balance due in Indian Rupees	Air fare	Amount Recoverable			Total re-coverable	Net Amount recoverable
					Outfit allowance & incidental ex-penses	Advance paid at Bombay Airport			
1	2	3	4	5	6	7	8	9	
		Rs. P.	Rs. P.	Rs. P.	Rs.	Rs.	Rs. P.	Rs.	
1	S/Shri E. Balsiah	148.050	4012.16	10,227.54	580	150	10957.54	6943.98	
2	Vijsay Kumar	110.360	2900.75	10,227.54	660	150	11037.54	8046.79	
3	Laxmi Narayan	172.560	4676.37	11,040.54	660	150	11890.54	7774.17	
4	Ram Pal	101.490	2750.38	11,227.54	580	150	10957.54	8007.16	
5	Anwarjan	10.920	295.93	10,227.54	660	150	11037.54	10741.61	
6	Brij Mangal	148.310	4019.20	11,040.54	660	150	11890.54	7831.34	

**1073 L55**

1	2	3	4	5	6	7	8	9
7	Akbar Sharif	160.920	4960.93	11,040.54	580	150	11770.54	7409.61
8	Darshan Singh	181.040	4906.18	11,040.54	660	150	11850.54	6944.96
9	Rattan Singh	158.060	4283.43	10,227.54	580	150	10937.54	6674.11
10	Gurdev Sharma	178.370	4833.83	11,040.54	580	150	11770.54	6936.71
11	Satish Kumar	371.870	10077.68	10,227.54	660	150	11037.54	959.86
12	S. Sadasivan	304.070	8240.30	5,487.75	580	150	6217.75(+)	2022.55
13	Balbir Singh	170.870	4630.58	11,040.54	660	150	11850.54	7219.96
14	Manohar Lal	41.820	1133.32	11,040.54	660	150	11850.54	10717.22
15	Rejinder Prasad	209.360	5673.66	10,227.54	580	150	10937.54	5283.88
16	Ajaib Singh	430.270	10928.62	11,040.54	580	150	11770.54	841.92
17	Shangara Singh	197.370	5348.73	10,227.54	660	150	11037.54	5688.81
18	R.L. Aggarwal	83.360	2259.06	11,040.54	660	150	11850.54	9591.48
19	N. V. Joe	85.020	2304.04	10,227.54	660	150	11037.54	8733.50
20	N. Abdul Waheed	84.500	2289.95	11,040.54	660	150	11850.54	9560.59
21	Baldev Singh Navi	72.530	1965.56	11,040.54	660	150	11850.54	9884.98
22	Jarnail Singh	14.890	430.52	11,040.54	660	150	11850.54	11447.02
23	Chotu Singh	75.870	2056.08	10,227.54	660	150	11037.54	8981.46
24	Amar Singh Grewal	274.190	7340.55	10,227.54	660	150	11037.54	3606.99

25	Chawand Singh . . . . .	160.290	4343.86	10,227.54	580	150	10957.54	6619.68
26	B. Saratchandran Nair . . . . .	101.860	2760.41	11,040.54	580	150	1770.54	9010.19
27	E. Balakrishnan . . . . .	72.610	1967.45	5406.45	580	150	6136.45	4168.72
28	B. Massiah . . . . .	169.580	4995.62	10,227.54	580	150	10937.54	6361.92
29	M. George . . . . .	138.520	3753.89	10,227.54	660	150	11037.54	7289.65
30	K. Satyapalan . . . . .	175.160	4746.84	5487.76	580	150	6217.75	1470.91
31	C. K. Jose . . . . .	103.460	2803.77	5487.75	580	150	6217.75	3413.98
32	V. C. Reddy . . . . .	93.580	2336.02	11,040.54	580	150	11770.54	9234.52
33	M. Narasimha . . . . .	86.560	2345.78	11,040.54	580	150	11770.54	9424.76
34	C. P. Gollapalli . . . . .	76.420	2070.98	10,227.54	580	150	10957.54	8886.56
35	Pal Singh . . . . .	134.930	3656.60	11,040.54	580	..	11620.54	7959.94
36	Surinder Singh . . . . .	86.020	2331.14	11,040.54	660	..	11700.54	9369.40
37	Jagdiah Raj . . . . .	202.860	5497.51	11,040.54	660	..	11700.54	6223.03
38	Purushottam Dutt, . . . . .	172.390	4671.77	11,040.54	660	..	11700.54	7028.77
39	P. K. Vaudevan Nair . . . . .	81.390	2205.67	11,040.54	660	..	11700.54	9494.87

## APPENDIX V

(See para 6.2 of the Report)

(A brief statement of case relating to payment of arrears of salary etc. due to Dr. C. S. Rao, Ex-Technical Adviser, Andhra Scientific Co. Ltd., which is under the Management of the Department of Defence Production, Ministry of Defence, Government of India.)

1. Dr. C. S. Rao had served the Ministry of Defence for nearly quarter of a century with a distinguished record of service and outstanding achievements as the PIONEER in the field of research, design and development of service instruments in India, and established complete self-reliance in the domains of optical, fire-control, infra-red and general instrumentation for the Defence Services. He was the Founder-Director of the Instruments Research and Development Establishment at Dehradun.

2. Dr. Rao also served the Andhra Scientific Company with equal credit. He was totally responsible not only for transforming the Company into a predominantly Defence-oriented industry, but also for initiating and progressing the case for the eventual take-over of the Company by the Government of India under the management of the Department of Defence Production when it was on the verge of complete collapse and liquidation. It should be appreciated that the Company's major work load since then—and this is wholly responsible for its viability—has been on the manufacture and Supply of Service instruments and equipment designed and developed at the Instruments, Research and Development Establishment (Defence R. & D. Organisation) under Dr. Rao's direction and guidance and later established for production at the Andhra Scientific Company by him.

He had also saved the Company an infructuous expenditure of pound 12,000 (Rs. 2,20,000) in foreign exchange within the first 3 months of his joining the concern by stopping at the very final stage a foolish collaboration agreement for obsolete items; and this was an amount greater than the total salary payable to Dr. Rao for the full period of his contractual service with the Company.

3. The Company owed Dr. Rao amount Rs. 71,000 towards arrears of his salary, in addition to bonus to be paid under his contract for the full period of his service of 5 years. The above sum of Rs. 71,000 represents the net salary due to him for the two financial years 1969-70 and 1970-71 (upto 26-1-1971) only when he left the Company's service, after deducting contribution to provident fund, etc. Although the Company, by an official resolution of its Board of Directors dated the 19th January, 1971, had agreed to pay the above amount in full before 30-6-71, together with interest at a rate of 12 per cent per annum until the dues were cleared, most of the amount remains unpaid till now. Non-payment of the above dues, which legally constitute the First charge on the Company's assets for nearly eleven years now has put Dr. Rao to untold difficulties, especially since the beginning of this year when he had a heart attack coupled with unstable angina, ischaemic heart disease, congestive heart failure, etc. Although he has since been slowly recovering, the imperative need for adequate funds to cater for the most suitable and efficient treatment for his ailments has been felt most acutely for the last several months: and the tragedy of the situation is that all his liquid assets amounting to over Rs. 1,25,000 on salary account alone continue to be blocked by the Company and the Government. Any fair-minded person would readily concede that, of all persons, Dr. Rao did not certainly deserve this kind of harsh treatment for all that he had done for the Company's survival and its viability. In fact, due to straitened circumstances he was forced to sell about 7 years back his one and only fixed asset in the shape of a residential house, and, in the process, he had also to pay Rs. 13,733 towards income tax on a salary which has not been received so far in order to obtain the tax clearance certificate for registration of the sale deed. Further, another sum of Rs. 16,566 was also collected under frequent threats by the Income Tax authorities towards tax for the assessment year 1970-71, i.e., for the penultimate year of his service with the Company although even the full salary for that year was also in arrears.

As, the argument advanced by the I.T.O. being that under the Income Tax Act, there was no distinction between income due and income received during the year. Thus, a sum of Rs. 30,299 was paid towards income tax by Dr. Rao on a salary income which is yet to be received after a lapse of nearly 11 years. Where is the justice and fairness in a deal of this nature, one wonders. The least that the Government could do would be to refund immediately the above amount with 12 per cent interest p.a. (the same rate at which the tax is collected from assesseees for delayed payment), with the stipula-

tion that it should be recovered when payment of the salary arrears was made by the Company|Government.

4. As a scientists and technologists of recognised international status (recognised and entrolled as an international Expert by the United Nations Development Organisation), Dr. Rao is entitled to special consideration of his case in view of the declared policy of our Prime Minister.

5. The Andhra Scientific Company is perfectly viable with its annual production probably to the tune of rupees fifteen millions or more and has been making sizeable profits. Therefore, in the light of the special considerations referred to in the preceding paragraphs, and, in particular, the human and humane factors involved on account of the advanced age (71 years) and the present unsatisfactory health of Dr. Rao, it is his most earnest prayer that orders may kindly be issued for the immediate full payment of all his dues by the Company and or the Department of Defence Production; or, pending payment, at least for the immediate refund of the income tax paid (Rs. 30,299|-) together with interest thereon, on a salary income not received till now, as requested in para 3 above.

## APPENDIX VI

(See para 7.1 of Report)

### OTHER REPRESENTATIONS

[Other representations on which the Committee's intervention has procured expeditious partial or complete relief to petitioners or the Ministries/Departments concerned have explained the position satisfactorily]

Sl. No.	Name and Address of Petitioner	Brief subject and points raised	Facts perused by the Committee
---------	--------------------------------	---------------------------------	--------------------------------

1.	2	3	4
----	---	---	---

*Ministry of Railways  
(Railway Board)*

- |    |   |   |   |
|----|---|---|---|
| 1. | Sh. Harilal N. Joshi, Retd.,<br>Chief Booking Clerk,<br>Western Rly., Gayatri<br>Sadon, Near Octroi<br>Choki, Sardarpara Plot,<br>Junagarh, 362001. | Refund of<br>Rs. 2860.80p.<br>recovered on<br>account of<br>house rent. | In their factual note dated 17-11-1981, the<br>Ministry of Railways (Railway Board)<br>stated as follows :— |
|----|---|---|---|

In his representation dated 22-12-1980,  
Shri Joshi stated *inter alia* :

"I joined the Ex-Gondal State Railway  
in 1929 and was enjoying rent-free  
quarters throughout my service of  
forty years.

\* \* \* \* \*  
The ex-State Railways merged into  
Saurashtra Railway.

\* \* \* \* \*  
The Saurashtra State merged into  
Indian domination and Saurashtra  
Railway became the property of  
Indian Railways.

xx xx

On formations of Western Railway  
the Railway Board was kind enough  
to continue this benefit of rent-free  
concession to the ex-State Railway  
staff and formed special house rent  
rules that all the staff of ex-State  
Railway who were enjoying rent-free  
concession on 1-4-48 should be  
allowed to enjoy the same benefit  
irrespective of their opting CPC  
scales of Pay and any enhancement in  
their salary so long as they are working  
in same categories.

"In terms of extant rules the principle for  
grant of rent-free quarters to ex-State  
Railway Staff is that the staff would be  
granted the same concession regarding  
the rent-free quarters which they would  
have enjoyed but for the merger of the  
ex-State Railway with the Indian  
Railways on 1-4-1950 provided they are  
posted against categories which carried  
the concession on their ex-State Railways.  
As per ex-State Railway Rules, Shri  
Joshi was entitled to rent-free accom-  
modation when he was working as Assistant  
Booking Clerk. But, on his promotion  
as Senior Booking Clerk and then to  
Chief Booking Clerk he lost this benefit  
as these posts did not carry rent-free  
accommodation on the ex-State Railway.

Shri Joshi had filed a Civil Suit in the  
Court of Civil Judge, Senior Division,  
Junagarh for refund of Rs. 2860.80p.  
recovered from him on account of house  
rent. The said suit was dismissed by the  
Hon'ble Court on 13-10-1976.

In the circumstances, since Shri Joshi  
had no claim for rent-free accommodation  
as a Senior Booking Clerk and Chief  
Booking Clerk, the recovery of Rs.  
2860.80p. towards house rent, made  
by the Railway, is in order."

1

2

3

4

Now in the Western Railway at the time of my promotion in the higher grade in same channel of promotion, my eligibility for rent-free concession was verified jointly by the accounts office and D.S. B.V.P.S. B.V.P. at each stage of my promotion had issued at least five staff office orders and declared me entitled for rent-free quarter and I enjoyed the benefit of rent-free concession during my whole service.

After my retirement misinterpreting the Boards orders the D.S. BVP recovered from my D.C.R. dues of Rs. 2860.80 p, towards house rent stating that I am losing benefit of rent-free concession on my promotion in higher grades.

This was never notified to me during my service. A Stamped agreement was also executed by the Railway and I was declared entitled rent-free concession in 1966 during my physically holding designation as H.B.C., Junagadh. This was obeyed while in service and agreement distrusted after retirement stating that they had made a mistake in executing agreement.

I believe that the amendment from the Board might have been communicated and such C.P.O. C.C.B. is requested to refund me Rs. 2860.80p. recovered from my D.C.R.C. dues. To me, it seems abuse of powers and misinterpretation of rules of my case is only observed by the D.S. BVP."

2. Sh. P. Nagesh Rao, Maintenance Ministry of Railways (Railway Board)  
 President, Commuters' Association, 333, prior to In their factual note dated 9-12-1981,  
 Sampige Rd., 1-11-1980 of the Ministry of Railways (Railway Board)  
 Malleshwaram, train 291/292 stated as follows :-  
 Bangalore-5-60003. Bangalore-Hubli Passenger.

In his representation dated 3-2-1981, received through Shri T.R. Shamanna, M.P., the petitioner stated:

"Now, Tumkur has become greater Bangalore by virtue of industries being shifted and new industries being opened. Students, school children, agriculturists, milk vendors and Government servants travel from Bangalore and twelve stations in between. Only two trains—291 and 292 are available to them. After

"No major change in the timings was made from 1-11-80 in case of 291/292 Bangalore-Hubli Passenger on Bangalore-Tumkur section. Only marginal adjustments in the timings were made to suit the revised timings of other trains on the section due to crossings, precedences etc.



change of timings from 1-11-80, these commuters are feeling extremely difficult to travel. The old and new timings are as under :

Prior to 1-1-1980	With effect from 1-1-1980	However, the timings of 914 Tumkur Bangalore Passenger have been revised from 1-10-82 so as to leave Tumkur at 17.30 hours arriving Bangalore at 20.10 hours for the convenience of evening commuters. In case of the morning service, 291 Passenger leaving Bangalore City at 07.20 hours and arriving Tumkur at 10.05 hours continues to provide a satisfactory service. It is understood that the people of the area have appreciated these changes as trains are available now as per the old timings."
	291	
Bangalore, Tumkur 7.25 H 9.50H (Total running time 2.25 mnts.)	Bangalore Tumkur 7.25H 10.10H (Total running time 2.45 mnts)	
	292	
Tumkur Bangalore 17.25H 20.10H (Total running time 2.45 H)	Tumkur Bangalore 17.54H 21.10H (Total running time 3.16H)	

The total distance between Bangalore and Tumkur is 70 K. M. Instead of decreasing the running time, our esteemed Railways increased the running time during this jet age. The above timings are tentative for the Railways only. These trains (291 & 292) come in time once in blue moon. By the change of timings and their unpunctuality it has caused great inconvenience to the commuters. None of the commuters can reach the market, schools, colleges and offices in time on and return journey.

When new timings came into existence from 1-11-1980, we requested the concerned authorities explaining our difficulties and to retain the old timings. We personally met Shri Jaffar Shariff, the Hon. State Minister for Railways who hails from Bangalore, St. Joseph, The Divisional Railway Manager, Mysore and Divisional Assistant Operational Manager and explained our difficulties. We met Divisional Railway Manager, and Divisional Assistant Operational Manager more than once. We made many representations giving facts and figures to Divisional Railway Manager and Divisional Assistant Operational Manager. All these

things came to nothing. The Railway Authorities had no courtesy even to reply to our representations. We wrote innumerable complaints in complaint books provided in every station. It is out of desperation we have taken the recourse to approach you with the hope of getting relief. Our only humble request is to retain the old timings prior to 1-11-1980.

From Arasikers to Hubli two Passenger trains *i.e.* 217 & 293 run.

In conclusion we request you and the Honourable Members of the Parliament to take such steps so as to maintain the old timings of 291 and 292 trains prior to 1-11-1980. We feel sorry to approach you as our humble request went unheeded in other places."

- 3 Sh. Om Prakash Restoration of  
Devgan, President, plots in vil-  
Shri Shakti Plot lage Mandav-  
Holders Society, vali, Delhi  
H.Q. 61, Ranj-Ka- Shahdara  
Bagh, Lal Bhawan, acquired by  
Amritsar. DDA.

*M/o. Works & Housing*

In their comments dated 7 November, 1981, the M/o. Works and Housing stated as follows :-

In his representation dated nil (received in March, 1981), the petitioner stated as follows :-

"That we had purchased plots in the year 1966 from M/s. Delhi Adarsh Financers Pvt. Ltd., A4/16, Krishan Nagar, Delhi-31 through their Director, Shri Harbans Lal Sethi, son of Shri Vidya Prakash Sethi situated in the Colony Vivekanand Block, Lakshmi Nagar in Village Mandavli, Fazalpur, Ilaqa Delhi-Shahdara.

That Delhi Development Authority have seized the above plots in question. We have approached for opening the doors for justice but nobody listened to us.

We would like to request your goodself to kindly restore the above plots in question and justice be given to us. We hope that your goodself will kindly take personal interest in the matter and get the needful done expeditiously for which we shall be highly obliged."

"The matter has been considered in consultation with the Delhi Administration (L & B Deptt.) and it has been reported by that Administration that the land in question was acquired for the planned development of Delhi in 1968 *vide* Award No. 2179. Since the land has vested in the Government under 16 of the Land Acquisition Act, 1894, it is not possible to release the land from acquisition as the process under the Land Acquisition Act is irreversible. The above land has been placed at the disposal of the Delhi Development Authority under Section 22(1) of the Delhi Development Act, 1957."

1

2

3

4

- 4 Shri Lakshmi Narayan Hazra, 11, Kalinath Ghosal Rd., Calcutta, 700057. Payment of permanent disablement benefits under ESI Scheme.

*Ministry of Labour*

In their point-wise factual comments dt. 23-10-1981, the Ministry of Labour stated as follows :—

In his representation dated 17-3-1981, the petitioner stated as follows :—

“(1) *He had applied for referring his case to the Medical Board but the Regional Director, ESI Corporation refused his prayer.*

“That I am an insured person within the meaning of the ESI Act and a worker of M/s. India Foils Ltd., 1, S.D. Ghat Road, Calcutta-58.

The insured person had sustained a minor injury on his right great toe. The injury was completely healed and did not leave any deformity. The insured person, however, requested for a reference to the Medical Board. According to the normal procedure, he was referred to the ESI Corporation's Medical Reference. The Medical referee opined that there was no permanent disability and as such it was not a fit case for reference to Medical Board. The Regional Director did not, therefore, refer the insured person to the Medical Board.

That I sustained an employment injury while I was on duty on 5-11-70 and as a result of which my right great toe was disabled to a great extent.

(2) *He subsequently filed an appeal before the E.i. Court and the Court referred him to the Medical Board, which recommended one per cent loss of earning capacity.*

That thereafter as per rules of the ESI Act, I applied in appropriate application form for referring my case to the concerned medical board for examining my disablement as well as assessing the loss of earning capacity if any. But the Regional Director, ESI Corporation, 5/1, Grant lane, Calcutta-12 i.e. the competent authority did not at all consider my case to refer to the Medical Board and thereby rejected my prayer. Though I was still then disabled.

The position stated is correct.

(3) *On being advised by the ESI Corporation Authorities he had submitted an application for commutation on 20-2-1980.*

That thereafter I have no other alternative but to approach the learned ESI court at Calcutta for remedy. Accordingly, I prayed an order before the learned court. The learned court, however, passed an order, on contest for referring my case to a Medical Board. Only then the Regional Director, ESI Corporation, Calcutta sent myself to a Medical Board. The said Medical Board examined me and recommended one per cent loss of earning capacity. Accordingly, the ESI Corporation vide their letter No. ESIC 154 dated 26-11-79 informed their decision of granting permanent disablement benefit at the rate Rs. 6/25 per day upto 30-9-1977 and Rs. 7/50 per day only from 1-10-77 and asked me to contact their Local Manager, Kamarhati for payment. And I was also advised that the amount may be commuted to one lump sum, if I desired.

It has been reported that the insured person had applied for commutation on 3-10-1980 (not 20-2-1980) and his application was received in the Regional Office on 16-10-1980.

(4) *The ESI Corporation Authority had vide their letter dated 30-10-1980 asked him to appear before the Medical Referee at Cossipore on any working day but when he went there the Medical Referee was not there. He was again asked in January, 1981 to appear before the same Medical Referee but this time also the Medical Referee was not there.*

The position stated by the insured person is correct. It has been reported that the concerned Medical Referee was relieved of his duties on 24-10-1980 but the Benefit Branch of the Corporation, who referred Shri Hazra to the Medical Referee was not aware of this.

That on being advised I submitted an application for commutation in appropriate form CRO-415 on 20-2-80 before the ESI Corporation authority. But to my utmost surprise instead of paying me the permanent disablement benefit they are putting many a hurdle for making plea for non-payment of the same. I am putting before you some of the instances of their non-cooperation with a poor self like me.

That immediate after submission of my application for payment the ESI authority vide their letter dated 30-10-80 asked me to appear before their Medical Referee at Cossipore Local Office, Calcutta-2, on any working day. On receipt of it I absented from my duty and went to meet the Medical Referee but to my surprise I found there was none. I lost one day's wages and I attended there again but in vain as the concerned Medical Referee was not available and lost my another days wages. I wrote this to the ESI Office. But more to surprise again they asked me by a registered letter No. CRO-370 dated 20-1-81 to appear before the same Medical Referee. Again I went there and came to learn that the Medical Referee had long been withdrawn from that office and there is no Medical Referee at all.

I now submit before your honour at to why I was harassed again and again and thus caused me wages lost for a number of days. I have the reasons to believe this harassment caused me only for going to court against their decision.

There is, therefore, no other alternative but to approach your honour for ordering a high level enquiry into the matter so that no further harassment may cause to me. Further I say till date. I was not paid the permanent disablement benefit since the 1st January, 1971 or commuted value thereof. I fervently appeal to you kindly to advise the concerned authority for immediate payment."

(5) *He has not been paid the benefit due to him.*

The rate of Permanent Disablement Benefit payable to the insured person was calculated and conveyed to him on 28-11-1979. He continued to receive payment of Permanent Disablement Benefit and on 3-10-1980 he made an application for commutation. The commuted value of Permanent Disablement Benefit worked out of 275.25. As against this, a sum of Rs. 516.30 is reported to have been paid in excess to the insured person for certain earlier period because of incorrect particulars furnished by the employer. The amount of Rs. 275.25 due to him has, therefore, been adjusted against the excess payment, with the written consent of Shri Hazra. Another sum of Rs. 233.90 was due to the insured person for some earlier period and this has also been adjusted against the excess payment, with his written consent. The total adjustment made thus comes to Rs. 509.15 paise and the balance of Rs. 7.15 paise is yet to be recovered."

5. M/s. Shri Vrindaban to waivment of *Ministry of Finance (Deptt. of Economic Affairs)*  
 Prints, Kashmir Rd., loan guarantee *(Banking Division)*  
 Amritsar-143 004. fee against  
 loans granted to S.S.I. Units.

In their factual note dated 23-10-1981, the Ministry of Finance (Deptt. of Economic Affairs) (Banking Division) stated as follows:—

In his representation dated 30 March, 1981, the petitioner stated as follows:

"This relates to Credit Guarantee Fee, which is being charged by State Bank of India only whereas all other nationalised banks do not charge such fee. This is a guarantee fee paid by bankers to Reserve Bank of India against all loans sanctioned to small scale Units. Being commercial houses all other bankers are paying this fee from their own sources while State Bank of India has put this burden on the borrowers *viz* Small Scale Units, which is most unjust. The amount of such guarantee fee becomes enormous as such all the Small Scale Units of Amritsar have jointly represented to the Chief General Manager for waivment of the same. But we are afraid until and unless the Ministry of Finance intervenes, our request shall not be immediately acceded to and next instalment of credit guarantee fee should become due. You are requested to kindly look into the matter and see that Ministry of Finance instructs State Bank of India not to charge this amount from Small Scale Units, which are already struggling hard for survival."

"The case has been examined in consultation with the State Bank of India who have reported that the banks are recovering guarantee fees from their SSI clients, the difference between the banks being only in the level of borrowing limits enjoyed by their clients. State Bank of India is recovering guarantee fees from its borrowers with limits of Rs. 2 lacs and above only. This covers only 3% of SPI clients. SBI has also reported not to be recovering from its borrowers other charges like those for inspection etc."

6. Smt. Tara Devi w/o Late Sanction of *Ministry of Defence D (Pension/Services)*  
 Ex-Havildar Bali family pension.  
 Singh, No. 3931793,  
 Village : Simblna,  
 P. O. : Sumb, Tehsil :  
 Samha Dist : Jammu (J. & K.)

In their factual notes dated 12 November, 1981 and 6 January, 1982, the Ministry of Defence D(Pension/Service) stated as follows:—

In her representation dated nil, Shrimati Tara Devi Stated *inter alia* :

"That my husband Sh., Bali Singh Ex-Havildar No. 3931793 4th Battalion the Dogra Regiment, whose record is maintained by Record Officer Dogra Regiment Allahabad Karyala Faizabad (U.P.) secured in the Indian Army from 3-12-1937 to 17-1-1959 (21 years-46 days) and on retirement the was transferred to pension establishment

"While in the first three paragraphs of her petition received alongwith U.O. Note under reference Smt. Tara Devi has stated only factual position. In para 4 she has made a request that provisions of Special army Instruction 2/S/64 be made applicable to her case. In other words she may be granted ordinary family pension. In another application from Smt. Tara Devi dated 30-9-81 received in this Ministry through Shri R.L. Bhatia, M.P., he has specifically mentioned that she is not entitled to the

1

2

3

4

and was granted pension accordingly. I may add here Sir that while in active service my husband received bullet injuries. Due to that tough he retired after 21 years of service could not service long. After the death of my husband I sent an application for grant of family pension to me on 3 May, 1977 and after struggling a lot my claim was turned down by the CDA (P) Allahabad vide their letter No. D-4/77/5607/VIII dated 3-12-1977 on the plea that the death due to a injury or disease which is neither attributable to nor aggravated by this military service.

Sir, death is after all is death. All these years after the death of my husband I have under lot of agony and hardship to bring up and look after my children. I am still under going lot of hardship and appeal to you to have this case re-examined and help me financially so that I may be able to lead a honourable life in the society. I am finding very difficulty to meet my both ends.

Sir, I am not aware of rules but I am given to understand that rule SAI :2 2/8/64 may be applied in my case. "

the benefit of family pension scheme as her husband was discharged from service prior to 1-1-1964 and has made a request for making her eligible for the same as a special case.

In this connection it may be pointed out that based on a similar scheme on the civil side the existing ordinary family pension scheme was introduced on the Defence side from 1-1-1964 and is applicable only to those who retired on or after this date. The question of extending this scheme to the widows of those servicemen who retired prior to 1-1-1964 has been considered on a number of occasions at the highest level but it has not been found possible to do so mainly because of financial and administrative considerations. As such it may be appreciated that and departure from the provisions of the scheme in an individual case may not be possible.

In recognition of this fact, it has been decided in principle in a meeting of the Kendriya Sainik Board held on 29-10-1980 under the Chairmanship of the Prime Minister that this category of widows may be given a regular monthly financial grant to the extent of ordinary family pension. Kendriya Sainik Board has now finalized the scheme and has brought out instructions vide their letter dated 6-10-1981. According to these a sum of Rs. 50/- per month will be granted to those widows who are in penury.

On receipt of a letter from Shri R.S. Sparrow, M.P. forwarding a representation from Smt. Tara Devi, her case for grant of financial assistance is already being considered in this Ministry."

"As amount of Rs. 50/- p.m. for two years and an education grant @ Rs. 15/- p.m. per child upto XII Class have been sanctioned to Smt. Tara Devi widow of ex. Hav. Bali Singh (No. 4931793) from the Raksha Mantri's Discretionary Fund."

7. Smt. Alma Sultan  
Jehan Begum,  
R/o H. No. 45/F-8,  
Mohalla Peer Ghaib,  
(Super Fine Box Co.)  
Moradabad-244 001  
(UP)

Payment of  
compensation  
for acquisition  
of property  
No. IX-3736  
'Portion-B',  
Churiwalan,  
Delhi.

Ministry of Works and Housing

In their communications dated 26 December, 1981 and 9 February, 1982, the Ministry of Works and Housing stated as follows :-

"The Municipal Corporation of Delhi has reported that they have paid an amount of Rs. 2,68,180/- to the Land

"The property No. IX-3736 to 3740 'Portion-B' (New) representing old property No. IX/2145 situated in Lal Darwaza Churiwala, Delhi was notified for the acquisition *vide* Notification No. F-15(94)/68-L&H dt. 25-9-76 (non-planned) for a school run by Municipal Corporation of Delhi. I filed a claim on 8-7-1977 requesting the Land Acquisition Collector (DS) for the payment of compensation immediately.

Acquisition Collector as compensation for the property No. IX/3736-40, Churiwala, Delhi. The Land Acquisition Collector, Delhi has since reported that the award in question has been announced on the 10th December, 1981 and the applicant has also been informed of the award in question."

So for nearly 3 years have lapsed but no amount has yet been paid for the compensation. In this connection several times I approached to the Office of the L.A.C. but of no avail. I also written a letter to your honour on dt. 30-5-78 for the kind help in getting the compensation earlier. I am thankful to you that you have done a lot for me. Due to your efforts Valuation Engineer has given his report regarding the Structural Value to the L.A.C. For your information I am enclosing herewith the different copies of letters with regard to progress made due to your efforts. I went to the Naib Tehsildar (LAC) in the month of August, '79, he told me your case is ready, they have written to the Corporation for the remittance of money (cheque). Soon after that they will give the award to the above mentioned property.

"The Land Acquisition Collector (Office of the Dy. Commissioner) Delhi has intimated that the payment of compensation has been made to Smt. Johan Begum on 14-1-1982."

Sir, so far more than 7 months have passed but nothing could be done in this regard. Now again I request to your honour for your kind help in getting the compensation at an earlier, because I am an old aged widow and Parda Nashin lady and more over I reside at Moradabad, U.P., I can not sit at the door of Land Acquisition Collector (DS) to get the compensation for which an unnecessary delay is being made. Because I am an helpless lady and unable to strike with the different suitable corners to get the award earlier.

In the last I again request your honour to help me in getting the award at an earlier so I may live with peace in my old age."

1

2

3

4

8 Dr. Golam Yazdani,  
M.P., 152, South  
Avenue, New Delhi-  
110001.

Alleged un-  
authorised  
occupation of  
reserved accom-  
modation  
of bonafide  
passengers of  
155 Up Tinsukia Mail  
by Military  
personnel.

Ministry of Railways (Railway Board)

In their reply dated 4 February 1982,  
the Ministry of Railways (Railway Board)  
stated as follows :—

In his letter dated 8 May, 1981, Dr. Yazdani, M.P., stated as follows :—

“Harassment and pathetic condition of the bonafide passengers of all classes of this train caused by military personnel have been continuing for a long time. From various parts of Assam, Mizoram, Nagaland etc., military personnel on leave come to New Bongaigaon Railway Station by metre gauge trains and they go to the Railway yard where coaches of the Tinsukhia Mail are kept and they occupy seats and berths of all second class coaches where passages too are occupied with the heavy luggages and boxes, so much so that open passages are blocked. They keep baggages even in some latrines in 2nd class and first class coaches. When these coaches, already occupied by military personnel are brought from the railway yard to the platform before the starting time of the Tinsukhia Mail, bonafide passengers who reserved their berths before hand find that their berths and seats are already occupied by the Military personnel. TTE's and Railway Police fail to persuade the Military personnel to make room for bonafide passengers, some whom manage to push their way inside but many are left behind due to rough behaviour of the Military personnel. And the way side bonafide passengers also find the same difficulty and cannot get up. I have myself experienced this difficulty more than once when I had to get on this train at Malda Railway Station for coming to Delhi for Parliamentary work. On the 4th last, I had my reservation on this train in ACC 2-Tier. When the train arrived at Malda Station three hours late (due to quarrel among the Military personnel, bonfide passengers, Railway Police, TTEs etc., at New Bongaigaon station regarding unautho-

“It is a fact that Tinsukia Mail being the only superfast train connecting the capital with the North-Eastern region of the country, is not only over-patronised by rail users but runs overcrowded everyday. On 3-5-1981, there was an excessive rush of Military personnel for outward movement by 155 UP Tinsukia Mail and as a result of this, there was forcible occupation not only of the reserved accommodation but also of the corridor of some of the coaches of the train. Besides, the AC two tier sleeper coach of the prescribed composition, two did not run on that day as it was declared unfit to run at the last moment and a IInd class 3-tier sleeper coach was attached in lieu thereof that day. This second class sleeper coach was also forcibly occupied by the army personnel being in large number that day. In the circumstances, Dr. Golam Yazdani, MP could not be provided second class sleeper accommodation before Mughalsarai inspite of the best efforts made by the staff.

In order to avoid over-crowding and forcible entry of Military Personnel in the reserved coaches of 155 UP Tinsukia Mail, the following steps have been taken by the Military as well as Railway authorities :

- (i) Military personnel proceeding on temporary duty/casual leave are only permitted to travel by 155 Tinsukia Mail and the personnel moving on annual leave/permanent transfer routed through Barauni.
- (ii) The strength of Corps of Military, Police Personnel has been increased both at New Bongaigaon and New Jalpaiguri with a view to controlling the Defence Personnel effectively.
- (iii) Railway authorities have taken steps to ensure the running of 155 Up Tinsukia Mail with the prescribed composition.



sted occupied berth by Military personnel), I found that there was no ACC 2-tier coach and in lieu of it a second class three-tier coach was placed and I was given a berth in this coach. But I found the whole coach packed by some AC two tier reserved passengers but mostly by the Military personnel. The passages were blocked with heavy luggages in such a way that I could not get in. I asked the Railway authorities to allot a berth for me in the 1st Class Coach but they could not do so. I saw the 1st Class corridor heavily blocked by the luggages of the Military personnel. The train was detained for twenty minutes more but an accommodation for me could not be found by the Railway authorities in any coach. Ultimately, the Railway authorities asked the Pantry Manager to allow me a seat in the pantry till a seat could be found for me at Moghul Sarai Station. When the train arrived at Moghul Sarai after twelve hours at 9 P.M. a second class berth in a three tier coach was found for me but I had to share the berth with one Military person during the whole night. Passages of this coach was completely blocked. At midnight I had to cross the luggages to find way to the latrine. While doing so, I fell down and dashed against the windows and my head was injured. When I reached the latrine, I found that there was no water. And the other latrine was full of luggage. In this pitiable condition I ultimately reached Delhi at 10 o'clock in the morning. The coaches, including the 1st Class coaches were so heavily occupied by the Military personnel that meal from the pantry car could be served only to some 1st Class and 2nd Class passengers from outside only when the train stopped at some stations.

As a remedy to this miserable state of the 155 Up Tinsukhia Mail, I suggest that a separate special train should be arranged only for the Military personnel just before the Tinsukhia mail starts for New Delhi from New Bongaigaon Station."

9. Shri K. V. John, ex-MT Driver, Kuzhi - parambil House, P.O. Manthuka, Distt. Alleppey.

(iv) An additional 3-tier sleeper coach is being attached to 155 Up Tinsukhia Mail ex- New Bongaigaon on every 1st and 2nd Saturdays and Sundays of every month w.e.f. 1st July, 1981 especially for Military Personnel of this region.

However, the inconvenience caused to Dr. Golam Yazdani, MP is every much regretted."

*Ministry of Defence (Border Road Development Board).*

1

2

3

4

In his representation dated 29 May, 1981, the petitioner stated :

“Summary of the Case—I joined the GREF as a Driver MT and was serving with Military personnel in the snow bound border areas from 6 October, 1960 to 19 September, 1971. I sustained a serious injury on 19 September, 1971 at 1900 hours while on *bona fide* Government duty and was admitted in Military Hospital for treatment. Due to seriousness of the injury I remained in Hospital till 13 January, 1973 when I was boarded out of service. A copy of the service certificate showing the period of service and cause of discharge and a copy of the Medical Board proceedings stating that the injury sustained while on duty and the cause of disability was directly attributable to service. I thus served in GREF for 13 years and then boarded out of service due to no fault of my own.

Officer in charge GREF Records has taken up with my previous unit that is 1581 PNR Coy GREF to initiate action for the grant of EOP in accordance with Government of India Ministry of Finance, Department of Expenditure letter No. F.No. 25(15)-EV(A)/73 Main & PPI dated 20 January, 1978 circulated under Hq. DGBR letter No. 70516/DGBR/E2A (T&C) of 8 September, 1978 and also informed me that I am eligible to get extra ordinary pension under the rules *ibid*. After considerable delay the pension papers duly completed were submitted to BRTF (GREF) C/o 99 APO under OC 1581 Pioneer Coy GREF letter No. 1171/20189/142/Pers. dated 10 May, 1979.

In the meantime I was granted compensation under workman's Compensation Act, 1923. That was Rs. 3,360/- and my claim for pension was rejected.

*Appeal submitted for favourable consideration*—(a) It is submitted that the decision of the CDA(P) communicated to me under the above quoted letter is illegal unjust and prejudicial to a regular employee who was bound and eligible to serve up to the age of superannuation but was released from the service due to a disability sustained on account of an injury while on duty

In their communication dated 9 February, 1982, Border Roads Development Board stated as follows :—

“Shri K. V. John, ex. MT G/20189 MT Driver was appointed in the General Reserve Engineer Force on 6 October, 1960 as a Pioneer. He was later on re-appointed as MT Driver on 27-11-1967. Since his reappointment being not indirect line, he lost seniority in earlier trade of Pioneer, as he was treated afresh for all intents and purposes.

Shri K. V. John was medically boarded out of service on 12-1-73 due to disease ‘Fracture lateral condyle Tibia-effects of’. The individual was not confirmed at the time of his discharge from the service.

The category of MT Driver is governed under the Workmen's Compensation Act, 1923. Accordingly, the case of Shri John was considered under the said Act and was paid a sum of Rs. 3,360/- as compensation on 20-3-76. As per para 2 (extract enclosed) of the Extra Ordinary pension Rules, individual governed under the Workmen's Compensation Act, 1923 are not entitled to extra ordinary pension. Therefore, his request for considering his case under the Extra Ordinary Pension Rules does not arise. In view of the foregoing, no specific option is needed for regulating his case under the Extra Ordinary Pension Rules or under Workmen's Compensation Act, 1923.

In case the individual now maintains medically fit, he should apply for appointment to GREF Centre, Dighi Camp, Pune-15 for their consideration.”

1

2

3

4

that too in the field. Further the Government has to consider my 13 years of service as a Driver MT in the field area and my absent removal from the service whom I was disabled while on duty is unjust and illegal.

- (b) I never requested for the compensation under WC Act 1923 whom my case was taken up for EOP hence the grant of compensation under WC Act to the tune of Rs. 3360/- is unjust.
- (c) The compensation granted was for the bodily injury I sustained and not for my 13 years of service and loss a regular career. I sustained myself and a family. I was as quasi-permanent on 8 October, 1970.
- (d) As per CSR, if the compensation is meant for the injury sustained and further if I am not fit to serve, I should bare been given alternate employment under existing rules but in my case this has not been done.
- (e) I was not asked to opt for EOP or compensation under WC Act. As EOP is more favourable to me I should bare granted EOP and not compensation under WC Act, 1923.
- (f) I served in GRFF for 13 years hence I am eligible to get the minimum pension when I was removed from service as a disabled person.
- (g) The compensation granted to me a distinct from Extra Ordinary pension eligible under Govt. of India Ministry of Finance Department of Expenditure letter No. F. No. 25(19)-EV(A)/73 Main and PF I dated 20 January, 1978.
- (h) I lost my regular cases due to an injury and disability due to injury hence I am eligible to get EOP.
- (j) I am in ill financial disease and I am unable to maintain a family due to my disab lement and loss of a regular career.

My appeal against the decision of the CDA(P) was again rejected under OC 1581 Pioneer Coy (GREF) letter No. 1171/20/89/167 of 6 December, 1980. An early and favourable action on this matter is requested".

1

2

3

4

10. Shri Ujjal Singh, V. & Sanction and  
P.O. Aklia Kalan, payment of  
Distt. Bhaunda, medal allow-  
(PUNJAB) ance

*Ministry of Home Affairs*

In their communication dated 3 February, 1982, the Ministry of Home Affairs stated as follows:—

In his representation dated 25 November, 1981, the petitioner stated as follows:—

“I addressed to the Director General (PAO) CRPF, Vasant Vihar, New Delhi giving detailed position of my case regarding payment of medal allowance which has been sanctioned by the Ministry of Home Affairs, Government of India, New Delhi but the payment of the said allowance has not yet been made although I have made repeated requests to the authorities, no action appears to have been taken by them.

It may be mentioned here that I had been serving in X BN. CRP as Constable and I was given President of India award for gallantry. I belong to scheduled caste and now I am pensioner, and drawing pension from Bhatinda Treasury.

“In order to issue fresh authority for payment of monetary allowance in respect of the gallantry Medal awarded to Shri Ujjal Singh at the creased rates, he (Shri Ujjal Singh) was asked to produce the authority issued by the Accountant General, Rajasthan/Accountant General, Punjab, on the basis of which he has been drawing monetary allowance earlier. No reply was received from him despite reminders. A special messenger was deputed to check and verify records in the offices of the Accountants General, Rajasthan and Punjab. After making necessary verification requisite authority for payment of monetary allowances to Shri Ujjal Singh at the increased rates has since been issued by the Directorate General, Central Reserve Police Force on 23rd January, 1982.”

The Government of India have sanctioned medal allowance—Rs. 40/- p.m. to me for showing gallantry while dealing with intruders from Pakistan side.

It is a pity that authorities are not paying due attention for making this medal allowance despite my repeated requests although the documents asked for have since been furnished and duplicate copies of the documents have also been furnished more than once as and when required.

Will you be kind enough to look into the matter personally sparing a few minutes from your valuable time and expedite the matter?”

11. Sh. Kulwant Rai Saini, Grant of  
C/o M/s. K. C. pension to  
Thapar & Bros. (CS) Freedom Fight-  
Ltd., Bag Building, ers and their  
Murgasol, P. O. families from  
Asansol-3, Distt. Burd- Central Reve-  
wan, West Bengal. nues.

*Ministry of Home Affairs*

In their communication dated 18 January, 1982, the Ministry of Home Affairs stated as follows:—

1

2

3

4

In his representation, dated 25 November, 1981, Shri Saini stated as follows : —

“I am an Ex. I.N.A. soldier and had applied for pension under Freedom Fighters' Pension Scheme. . . My case, on scrutiny, was accepted for pension but the sanction was withheld on the ground that my annual income was above Rs. 5000/- per annum as per letter No. 33/19721/75-FF/INA (K-12) dt. 25-5-76 and even No. dated 30-5-1979 received by me from the Ministry of Home Affairs.

“Shri Kulwant Rai Saini S/o (L) Shri Beli Ram Saini, C/o M/s. K. C. Thapar & Bros. (C.S.) Ltd., Bag Bldg., Murgasol, P.O. Asansol-3, Distt. Burdwan (West Bengal) has been sanctioned pension @ Rs. 300/- per month with effect from 1-8-1980. Instructions have been issued to the Accountant General (Central), West Bengal, Calcutta on 31-12-1981. Shri Saini has also been informed of it.”

After the Home Minister's statement in the Lok Sabha on 22-7-80 waiving off the condition and making the freedom fighters eligible for the pension, even if their annual income be Rs. 5000/- or above, at the enhanced rate of Rs. 300/- per month, I wrote to the Secretary, Ministry of Home Affairs *vide* my Regd. A/D letter dated 15-7-1980 (erroneously typed as 15-7-80 instead of 25-7-80) under copy to the Home Minister and sent reminders on 5-9-80, 11-11-80, 17-1-81 and 2-6-81 (Regd. A/D). But I am sorry to say that not a single line has so far been received in reply from the said Ministry although more than a year has passed since posting of my first letter of 15-7-80 thus keeping me completely in dark as to where the matter stands now and when the pension will be sanctioned to me. It will not be out of place to mention here that other I.N.A. personnel of my native District of Jullundur in Punjab are already getting their pensions since long while my case is still hanging despite its eligibility having been already admitted by the Government as stated above. I am now sixty years old and on the verge of retirement from service.

I shall, therefore, be highly obliged to you if you kindly allow me to encroach upon a little of your valuable time to take up my just cause by moving the Home Ministry to finalise my case, which is long over due now, for the sanction of pension to me with retrospective effect.”

ANNEXURE

(See item 9 of the Appendix VI)

Extract of para 2 of Central Civil Services (Extra Ordinary Pension) Rules (Reproduced from Civil Service Regulations, Vol. II Part I) Appendix 12 of 1979 Print.

"2. These rules shall apply to all persons paid from Civil Estimates, other than those to whom the Workmen's Compensation Act, 1923 (VIII of 1923) applies, whether their appointment is permanent or temporary on time scale of pay or fixed pay or piece work rates who are under the rule-making control of the President, and

Who entered or enter service under the Central Government on or after the 1-4-1937, or

Who having entered such service before the 1 April, 1937 did not hold a lien or a suspended lien on a permanent post on that date".