

COMMITTEE ON PETITIONS

(THIRTEENTH LOK SABHA)

SEVENTH REPORT



(Presented to Lok Sabha on 23 March, 2001)

**LOK SABHA SECRETARIAT
NEW DELHI**

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COMPOSITION OF COMMITTEE ON PETITIONS

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4. Smt. Neera Singh — *Assistant Director*

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

INTRODUCTION

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

- (i) Petition No. 9 requesting for regularization of handling labourers of Adra FSD godown of Food Corporation of India by introducing the direct payment system.
 - (ii) Representation requesting for doubling of rail track of Bandel-Katwa section of Eastern Railway; and
 - (iii) Representation regarding resumption of the Railway service at Ahamadpur-Katwa section of Eastern Railway.
2. The Committee considered and adopted the Draft Report at their sitting held on 21 March, 2001.
3. The observations/recommendations of the Committee on the above matters have been included in the Report.

NEW DELHI;
21 March, 2001

30 Phalgun, 1922 (*Saka*)

BASUDEB ACHARIA,
Chairman,
Committee on Petitions.

CHAPTER I

PETITION REQUESTING FOR REGULARISATION OF HANDLING LABOURERS OF ADRA FSD GODOWN OF FOOD CORPORATION OF INDIA BY INTRODUCING THE DIRECT PAYMENT SYSTEM

On 25th August, 2000, Shri Sunil Khan, M.P. presented to Lok Sabha a petition signed by Shri Probodh Kumlehakur and others of Paschim Banga Mutia Muzdoor Union (Adra Unit) of Food Corporation of India, West Bengal regarding regularisation of handling labourers of Adra FSD godown of Food Corporation of India by introducing the direct payment system (See Appendix-I).

1.2 The petitioners in their petition submitted that the Adra FSD godown was established in the year 1980 with a capacity of 80,000 Metric Tonnes. The rail fed godown stored the supply of foodgrains for the Eastern Region. Since its establishment a large number of handling labourers were working regularly in this godown under the control of the District Manager, Bankura (under senior Regional Manager, FCI, Calcutta). The petitioners stated that the labourers who were engaged through contractors of the godown had been demanding before the FCI management to bring the handling work of the Adra FSD under the direct payment system while abolishing the contract system as had been done in various other FCI godowns at Calcutta, Gopalpur, Asansol and Durgapur. However, FCI management had shown no interest towards their demand.

The petitioners contended that the labourers of the Adra FSD godown most of whom were members of poor scheduled castes and scheduled tribes community were compelled to receive wages at the mercy of the contractors but they were in fact working under FCI directly. Therefore, the handling labourers of the Adra godown were subject to deprivation and injustice meted out by the FCI management by not introducing the direct payment system at the Adra godown.

1.3 The petitioners prayed that the Government be urged upon to give proper and effective directions so as to regularise the handling labourers of Adra FSD godown by introducing the direct payment system.

1.4 The petition was referred to the Ministry of Consumer Affairs, Food & Public Distribution (Department of Food & Public Distribution) for furnishing their comments on the various points raised therein. In response, the Ministry *vide* their communication dated 3rd October, 2000 stated that the Food handling operations at Adra FSD, FCI were being carried out by the Handling and Transport Contractors from time to time

by engaging labourers brought from the open market as per their choice, requirement and suitability for the work to be performed. Prohibition of employment of contract labour in any Central Establishment like FCI could be notified only by the Ministry of Labour in accordance with the provisions contained in Section 10(2) of the Contract Labour (Regulation and Abolition) Act, 1970. This section provides that before issuing any notification, the appropriate Government shall have regard to the conditions of work and benefits provided for the contract labour in an establishment and other relevant factors such as:—

- (a) whether the process, operation or other work was incidental to, or necessary for the industry, trade, business, manufacture or occupation that was carried on in the establishment;
- (b) Whether it was of perenial nature, that is to say, it was of sufficient duration having regard to the nature of industry, trade, business, manufacture or occupation carried on it that establishment;
- (c) Whether it was done ordinarily through regular workmen in that establishment or an establishment similar thereto; and
- (d) Whether it was sufficient to employ considerable number of whole-time workmen.

Based on work load etc. data collected by the Ministry of Labour from FCI and applying the norm of consecutive work performance in a depot for 240 or more days in each of the last 3 consecutive years irrespective of the capacity of the depot/godown, it had notified 172 depots of FCI throughout the country during 1989—91. The depots notified included those at Gopalpur, Asansol, Durgapur and Food Storage Depots of FCI at (i) Ashoke Nagar, Distt. 24 Pargana (ii) Chinsura, Distt. Hooghly, (iii) Orient Jute Mill, Calcutta Docks, (iv) Kherda; and (v) Suri, Distt, Durgapur, Calcutta all in West Bengal but not the Adra FSD in Distt. Purulia.

1.5 The Ministry further stated that the Adra FSD godown would not have qualified under the norms for abolition/prohibition of Contract Labour System. Under the norms depots with smaller capacity than at Adra FSD might qualify for prohibition/abolition of Contract Labour System because of the fact that the food handling operations might be taking place at such depots regularly for the required number of days and at depots with bigger capacity such operations might be limited to a number of days only after the receipt of foodgrain stocks there. Under the present policy guidelines of the Government, the FCI was prohibited from upgrading any present/extant status/system of engagement of labour without first getting the proposal approved by its Board of Directors and thereafter seeking the approval/consent of the Government.

1.6 The Committee thereafter took the oral evidence of the petitioners at their sitting held on 28th November, 2000. During evidence the Committee desired to know the role of FCI in employment of labourers

and making payments to them *vis-a-vis* the functions of a contractor. To this, the petitioners informed as follows:-

"FCI plays a vital role in this. Though contractors engage labourers for handling work, all the labourers are identified by the FCI. FCI is the principal employer here. So, naturally FCI is very much responsible for the engagement of labour, *mutia* as well as the casual labour. Contractors are only the middlemen. Labour remains the same and the management remains the same. Contractor actually does nothing. A contractor is there only to do the paper work. As far as operations of FCI are concerned, it is a job of perennial nature. FCI engages labourers through the contractor. FCI issues identity cards to each of the workmen. Whether they are casual labourers or loading and unloading workers, all of them are issued identity cards. Payment is also made by the handling contractor but in the presence of FCI management and the papers are signed by the FCI authorities. EPF is also deducted from the salaries of the employees. A gate register is also maintained by the FCI management. While the workers enter into the campus of the workshop, they are issued identity cards and a gate register is maintained. The function of the contractor is much less than that of the FCI authorities. In all spheres of working and at every stage, FCI is monitoring the job of labourers with the help of the contractor. A set diary is also maintained to give jobs specially to workmen. When we study all these operations carefully, we can see that the contractor is simply getting some dividend; some commission at the expense of the labourer and the management."

1.7 When the Committee desired to know the justification for introduction of the direct payment system at the Adra FSD godown and wages payable to the contract labourers; the petitioners informed as follows:—

"The contract labourers or casual labourers do not get their wages keeping parity with the direct payment workers or permanent workers. Secondly, there is a criterion that workers should work for 240 days in three consecutive years. Our contention is that this project was initially taken up to have a godown, having a capacity of 20,000 MT for the Eastern region of India. The operation afterwards was not like that. It is a policy matter of the FCI itself. A large section of this depot is not being utilised properly. It has been kept unutilised for a pretty long time. Just for these three years there may be one or two years in which it was a little less than 240 days, the workers worked for more than 240 days. If this is the criterion, the workers should be brought under direct payment system or regularised. But that was not done. Our contention is that this is an economically backward area and the workers mainly are the scheduled castes and the scheduled tribes. They are economically

very backward. Such a big project was undertaken with the help of these workers. There were many representation received earlier but with the help of the local people this project was undertaken. It is operating since 1984 and the same set of workers are working since 1984. Same set of workers are working for many years. In one or two years there might have been shortage of a few days only. What happens is, if there is some problem with the contractor, if the FCI fails to get the contractor the work stops. For no fault of the workers, they have been denied justice."

1.8 When the Committee desired to know the number of contractors and the workers engaged in the Adra FSD godown, the petitioners informed as follows:—

"There are two set of workers. One is the casual labourer and the other set is the handling labourer or the *mutia* labourer, as they are called. The number of casual labourers are 89 and the number of handling or *mutia* labourers are 228 at present. There is only one contractor at one point of time."

1.9 On a query regarding the increase in the number of workers *vis-a-vis* increase in volume of work in the godown, the petitioners informed as follows:—

"The quantum of work increases from time to time but the number of workers have remained the same. The same set of workers have been working there since the beginning. The number of labourers remain the same. At the same time, the number of *mutia* i.e. the handling labour, may fluctuate within the overall limit. But it does not go beyond 228. If the quantum of work increases, the extra work has to be done by the same labour by working overtime. The density of work increases only when there is an arrival of rake of foodgrains and when quantum of dispatch increases. This is so sudden that it is not possible for a contractor to collect more workers from outside. A rake arrives and they have to work for more than 10 to 14 hours. They unload it and arrange it in the godowns. When the dispatch order is bigger, they have to work for longer hours."

1.10 When the Committee desired to know the wage rate actually paid to the labourers in the Adra FSD godown; the petitioners informed as follows:—

"In the year 1997-98, it was Rs.106.38 per day. In the year 1999-2000, it was Rs. 59.81 per day. This is the data given by the FCI authorities. There are two rates. One rate is for the casual labour and the other one is for the handling labour. The rate of casual labour in 1997-98 was Rs. 106.38; in 1998-99 it was again Rs. 106.38; in 1999-2000, it was Rs. 59.81 per day. The rates of handling labour are given according to different operations. It is like 73 paise, 78 paise and Rs. 1.20. In the year 1997-98, the rate was quoted like this in the tender paper for the casual labour. In 1999-2000, the rate for them

has been quoted like this. Because this contractor has got the lowest tender. That is why that has been accepted.”

1.11 On a query regarding the average number of working days of the contract labourers at the godown; the petitioners informed as follows:-
“In 1997-98, 184 days 1998-99, 254 days and 1999-2000, 234 days. This should be judged since 1984, and if we go through the days covered by the labourers since 1984, it would be found that for three or five consecutive years they have worked for more than 240 days.”

1.12 The following information was subsequently furnished by the petitioners regarding number of working days of contract labourers and their wage rate [as certified by Assistant Manager (D), Food Corporation of India, Adra FSD on 7.12.2000] and by FCI regarding number of working days:

Year	H/L (Handling Labour)	CL (Casual Labour)	No. of work- ing days (As submitted by petitioners)	No. of working days (As submitted by FCI)
1993	228	92	219	167(1989-90)
1994	228	92	297	154(1990-91)
1995	228	92	294	050(1991-92)
1996	228	92	284	Depot closed(1992-93)
1997-98	228	92	184	133(1993-94)
1998-99	228	91	254	155(1994-95)
1999-2000	228	89	234	117(1995-96) 156(1996-97) 046(1997-98) 136(1998-99) 199(1999-2000)

Rates of Casual Labourers.

1993—1999 paid upto 9.6.1999 Rs. 106.38 per head per day. 1999-2000 Rs. 59.81 per head. The same labourers under contract were working till today since 1993—98.

1.13 On a query regarding the contribution made by FCI in the Employers' Provident Fund; the petitioner informed as follows:—

“Labourers themselves contribute both the parts. Employers do not pay 50 per cent of their contribution. That part is also deducted from the salary of the employees. It is done like that. Both the portions of the EPF are being deducted from the side of the workers' wage. This is an irregular practice. 26 per cent of our wages is being deducted.”

1.14 When the Committee desired to know about the labour system prevailing in other godowns; the petitioner informed as follows:—

“We have visited Durgapur, Asansol and some other nearby godowns. There both the systems are going on. In some depots contractor system is there and in some other depots direct payment system is there. But, our godown is a big one constructed for the purpose of keeping buffer stock. Here workers are working for a pretty long time. In other godowns where direct payment system is in vogue, some fringe benefits are also given to the workers. But, in the contractor system, the labourers are being deprived of this benefit. I can give one example. The Durgapur godown has got 20 MT capacity. Now, the *mutia* labour is 112 and casual labour is 59. Their operation is not so big. Still they are getting direct payment system. Now, we cannot say as to why this anomaly is there. Those who are carrying the bags, namely, the *mutia*, are getting at Rs. 66 per day. Suppose a worker has attended the complex, he will get Rs. 66 per day as the protected wage and thereafter, if he works, then the piece rate will be given to him.”

1.15 On a query regarding the average wage rate for each worker; the petitioners informed as follows:—

“The *mutia* will get about Rs. 180 to Rs. 200 and the casual worker used to get about Rs. 150 per day.”

1.16 During the course of the oral evidence of representatives of the Ministry of Consumer Affairs, Food & Public Distribution held on 20 December, 2000 the Committee then desired to know the system of engagement of contract labourers prevalent in different godowns of FCI. To this, the Secretary, Department of Food & Public Distribution stated as under:—

“The FCI has been particularly having four types of labour systems. These are: firstly, the Departmental labour system which is prevalent in 199 depots and covers 26,337 workmen. Secondly, there is the direct payment system covering 215 depots. The workers covered by this system are 35,494. Then, we have another system, “No work, no pay”. There are 22 depots which are covered by this system.

The number of workmen covered by this system is 3,128. Then, we have a component of depot labour, which is departmentalised labour, and the number of such labourers is not much; it is just 598. Then, we have labour cooperative societies and private contract systems. These together cover 975 depots, and the workmen covered by these two systems

are 1.22 lakhs. In all, there are 1,411 depots run by the FCI; 536 of these depots are owned by the FCI, 369 depots are hired by the FCI, and 506 depots are being managed by other agencies on behalf of the FCI. So, the system of employing contract labour is not only labour system prevalent in the FCI. The FCI floats tender. This is done by the Senior Regional Manager of the region concerned. By means of open tenders, handling and transport contractors are appointed."

1.17 On a query as to whether the Food Corporation of India appointed a separate Labour Welfare Officer to look after the welfare of the labourers; the Managing Director of Food Corporation of India stated as under:—

"Currently we have a few inspectors. They are called the CLIs. We have them in the regions and zones. We have ourselves found that this staff is inadequate for the kind of work that we need to do. It is not only because of the contractual labourers, but we also have labourers outside the contract system. The Ministry is aware that we ourselves have made a *suo motu* proposal for strengthening the labour relations wing of the FCI. But we ourselves feel that we need to strengthen this body."

1.18 On a query as to whether the workers in the FCI godowns had rendered more than 240 days work in a year; the Secretary, Department of Food & Public Distribution stated as under:—

"From 1997-98 till 1999-2000 and during all these years, the number of services rendered was less than 240 days a year. In 1997-98, the number of days during which the work was done by these workers, was just 46. During 1998-99; it was 126 and last year during 1999-2000, it was 1999. The Ministry of Labour had also probably constituted a Committee in pursuance of it. It was the Asnani Committee. The Ministry notified 172 depots for the abolition of the contract labour. The workers must have worked for more than 240 days in a year during the last three years. The notification was issued by the Ministry between 1988 and 1996. The Ministry of Labour must have taken into consideration all the 11 factors while doing it."

1.19 The Committee also took oral evidence of the representatives of the Ministry of Labour on 19 January, 2001. The Committee desired to know as to how the compliance of the provisions of the Contract Labour (Regulation & Abolition) Act, 1970, by the Contractors of the Adra FSD godown was ensured. The representatives of Ministry of Labour stated that the Contract Labour (Regulation & Abolition), Act, 1970, had been

enacted with the objective to regulate the employment of contract labour in certain establishments and to provide for its abolition in certain circumstances. The provisions of the Act and the rules framed there under namely the Contract Labour (Regulation & Abolition) Central Rules 1971 were enforced by the Central Industrial Relations Machinery (CIRM) headed by the Chief Labour Commissioner (Central). Regular Inspections were carried out by the inspecting authorities under the Act and if any violations were noticed, prosecution cases were launched against the defaulting principal employers and contractors. The Ministry of Labour administers the Act and deals with the policy and legislative matters arising out of the administration of the Act. The Act provided for constitution of a Central Advisory Board to advise the Ministry of Labour on matters referred to it and to carry out other functions assigned to it under the Act. The Central Government as well as the State Governments were the 'Appropriate Government' in respect of establishments falling within their respective jurisdiction as defined in the Act. The two important sections of the Act relate to prohibition of employment of contract labour under section 10 and grant of exemption under section 31 to a principal employer or contractor from the provisions of the Act. The Central Government takes a decision in these matters after consultation with the Central Advisory Board.

1.20 Regarding the reasons behind the Adra FSD godown not being notified for prohibition of employment of contract labour, the representatives of Ministry of Labour stated that in 1983, the FCI Workers Union filed a petition before the Supreme Court seeking a direction for prohibition of contract labour in FCI Depots. The Court directed the State Government to consider prohibition of Contract Labour in such depots. In 1986 as the Central Government became the 'Appropriate Government' in respect of FCI, the Ministry of Labour referred the matter to the Central Advisory Contract Labour Board as required under Section 3 of the Contract Labour (R&A) Act, 1970. The CACLB appointed a Tripartite Committee, the Asnani Committee which gave a report in November, 1987. The Asnani Committee had *inter-alia* recommended that if more than 20 workers had work of loading and unloading of food grains in food storage depots of FCI for more than 240 days in a calendar year for two consecutive years, the depot justifies prohibition of contract labour in terms of Section 10 of the Act.

1.21 On the question of the number of consecutive work performance at Adra FSD since 1984, the representatives of Ministry of Labour stated that the workload data furnished by the FCI in respect of Adra FSD, West Bengal revealed that during the years 1987, 1988 and 1989, the average monthly turnover in bags were 65,431; 40,082 and 39,942 respectively. The actual number of workers required as per workload was 24, 15 and 15. The work was available for 240 days or more only during the year 1987. As per the criteria adopted by the Government, therefore, Adra FSD did not

satisfy the norms laid down and it was decided on 1.11.1990 not to prohibit employment of contract labour in the work of loading and unloading of food grains.

1.22 When the Committee pointed out that the Ministry of Labour should intervene so as to abolish the contract labour system; the representatives of Ministry of Labour stated as under:—

“The approach of the Field Inspectorate in such cases has been a persuasive one. As far as possible we try and persuade the management to employ labour directly. As of now there is no provision in the statute which compels the employer to absorb them as direct labour. But, if the contract changes hands, we play a persuasive role in convincing the management to engage workers who were engaged by the former contractor. In many cases we have found that employers do accept that and the subsequent contractors do take the same contract labourers.”

1.23 In a subsequent note dated 15 March, 2001 the Ministry of Labour informed the Committee that so far as the reference to the Central Advisory Contract Labour Board was concerned, the matter was placed again as an item, in the Agenda for the meeting of the Board held on 12-13th February, 2001. The Board after hearing the parties had desired them to furnish further details regarding work load data etc. by 31.3.2001 so as to enable them to consider the same at its next meeting.

1.24 On being asked about the factual position in respect of the Employers' contribution towards EPF also being deducted from the employees wages, the Ministry of Labour stated in a note as follows:—

- (i) The fact regarding deduction of Employers' contribution of PF from the wages payable to contract labour has come to notice as a result of enquiry conducted on 13.2.2001. The Labour Enforcement Officer(C), Asansol has reported that the contractor is deducting a total amount of Rs. 14.81 i.e. (a) E.P.F. (Contribution of contract labour and Contractor) Rs. 11.52, (b) Income Tax Rs. 1.20, (c) Surcharge Rs. 0.17, (d) excess Rs. 1.92. Section 21(4) of the Contract Labour (Regulation & Abolition) Act, 1970 provides that in case the contractor fails to make payment of wages or makes short payments within the prescribed time limit to the contract labour, the Principal Employer is legally liable to make such payment of wages to the contract labour and to recover the same from the amount payable to the contractor or as a debt payable by the contractor. RLC(C) Asansol, has accordingly asked District Manager, F.C.I. Bankura (Principal Employer) on 26.2.2001 to stop deduction of Employers' contribution, etc. and ensure payment of wages to the contract labour (with arrears) without any unauthorised deduction. Further, Labour Enforcement Officer(C), Asansol has also been advised on 26.02.2001 to take action under Section 21 of the

Contract Labour (Regulation & Abolition) Act, 1970, and in case, Principal Employer fails to make payment, then to file prosecution complaint against the Principal Employer and Contractor in the appropriate Court. For recovery of illegal deduction from wages of contract labour no claim can be filed under Section 15 of the Payment of Wages Act, 1936 or under Section as it is not applicable to the establishment. However, the concerned contract labour, directly or represented by Trade Union, can file an application under Section 33C(2) of the Industrial Dispute Act, 1947 before the competent authority to recover illegal deduction from wages by contractor.

1.25 On a query as to whether the workers at Adra FSD godown were covered under the Minimum Wages Act, Ministry of Labour in a note dated 15 March, 2001 stated that the nature of work done by the contract labour at FSD, Adra of FCI was not declared as scheduled employment under the Minimum Wages Act, 1948 and have this Act was not applicable those workers.

1.26 Regarding the basis on which the wages of these workers were fixed and the safeguard against the contractors who reduced the wages drastically on their own, the representatives of the Ministry of Labour clarified that the workers were being paid wages on piece rate basis and rates of pay were fixed by FCI. Every licence granted under Section 12 of the Act was subject to certain conditions relating to rates of wages payable to the workmen by the contractor. As per rule 25(2)(iv) the rates of wages shall not be less than the rates prescribed under the Minimum Wages Act, 1948 for such employment where applicable. In other cases, the wage rate shall be such as may be specified in this behalf by the Deputy Chief Labour Commissioner(C). As no application appeared to have been made before the competent authority by the workers regarding low wages rates, the wages had not been fixed by the Deputy Chief Labour Commissioner(C). Section 20(1) of the Contract Labour (Regulation & Abolition) Act, 1970 casts the primary responsibility for payment of wages to each worker on the contractor. The principal employer should nominate a representative to be present at the time of disbursement of wages by the contractor and certify the amount paid as wages. In case the contractor fails to make payment of wages within the prescribed period or make short payment, then the principal employer shall be liable to make payment of wages in full or the unpaid balance due, as the case may be, to the contract labour employed by the contractor and recover the amount from the contractor either by deduction from any amount payable to the contractor under any contract or as a debt payable by the contractor. Violations of these provisions will be visited by

penal consequences. Sufficient safeguards had thus been provided to prevent exploitation of workers by contractors in regard to wages.

1.27 In regard to difference in wages at FSD Adra and the neighbouring godowns, the Ministry of Labour stated in their written reply of 15 March, 2001 that the wages of FSD, Adra was fixed by the management as agreed between the contractor and Principal Employer whereas in the neighbouring godown of FCI, Bikna, wages were paid as per the order of the Hon'ble Supreme Court of India in 1994.

OBSERVATIONS/RECOMMENDATIONS

1.28 One of the main contentions of the petitioners is that since the establishment of Adra FSD godown of Food Corporation of India (FCI) in the year 1980 a large number of handling labourers are working regularly in this godown under the control of the District Manager, Bankura (under senior Regional Manager, FCI, Kolkata). Adra FSD godown is a rail fed godown with a capacity of 80,000 Metric Tonnes and is used for storage of foodgrains for supply to the Eastern Region of the Country. However, the handling labourers at this godowns are compelled to receive wages at the mercy of the contractors as the labourers are engaged through contractors of the godown. They have, therefore, demanded to introduce the direct payment system at the Adra FSD godown of FCI in West Bengal as has been done in some other godowns of FCI like Calcutta, Gopalpur, Asansol and Durgapur.

1.29 The Committee note that prohibition of contract labour in any Central Establishment like FCI is notified by the Ministry of Labour in accordance with the provisions contained in Section 10(2) of the Contract Labour (Regulation and Abolition) Act, 1970. In 1983, the FCI Workers Union filed a petition before the Supreme Court seeking a direction for prohibition of contract labour in FCI depots. Based on work load etc. data collected by the Ministry of Labour from FCI and applying the norm of consecutive work performance in a depot for 240 or more days in each of the last three consecutive years irrespective of the capacity of the depot/godown, 172 depots of FCI throughout the country were notified during 1989-91. This was done after the matter was considered by the Central Advisory Contract Labour Board (CACLB) as required under Section 3 of the Contract Labour (Regulation and Abolition) Act, 1970 and after the recommendations of a Tripartite Committee, the Asnani Committee appointed by the CACLB which gave a report in November, 1987. However, the Adra FSD godown could not qualify under the set norms for abolition/prohibition of Contract Labour System. The food handling operations at Adra FSD, FCI are therefore, being carried out by the Handling and Transport Contractors from time to time by engaging labourers brought from the open market as per their choice, requirement and suitability for the work to be performed.

1.30 The Committee wish to point out that the labourers at Adra FSD have also worked for more than 240 days during a number of years and even consecutively for three years. According to the data certified by Assistant Manager (D), FCI, Adra FSD himself the number of working days were 297 days; 294 days; 284 days; and 254 days in the years 1994; 1995; 1996 and 1998-99 respectively. While notifying that the matter has now been referred to the Central Advisory Contract Labour Board, the Committee recommend that Adra FSD godown should also be notified for abolition of contract labour immediately, if necessary after review/amendment of the guidelines of 1987 under intimation to them.

1.31 The Committee are shocked to observe that the wage rates of casual labourers which was Rs. 106.38 per head per day during 1997-98 and 1998-99 were suddenly brought down to Rs. 59.81 per head per day during 1999-2000. The Committee have been informed that while the wages at FSD, Adra was fixed by the management as agreed between the contractor and Principal Employer, the wages at neighbouring godowns like Bikna were paid as per the order of the hon'ble Supreme Court in 1994. Regarding parity in the wages of labourers at deferent godowns of FCI. The Committee, therefore, recommend that the wages at Adra FSD godowns be brought at par with those at other neighbouring godowns of FCI without delay.

1.32 The Committee are deeply perturbed to learn that the employers' contribution towards Provident Fund was also being deducted by the contractor from the wages of the handling labourers at the Adra FSD godown of FCI. More appalling is the fact that this came to the notice of Government only after the Committee took up the matter for examination. In fact some excess deductions are being made from the wages of labourers. The Committee take a very serious view of all this and recommend that deduction of Employers' contribution towards PF as well as any other unauthorised deductions from the wages of labourers should be stopped forth with. Reimbursement of such deductions made so far should also be effected without any loss of time. In case of failure to do so, prosecution should be launched in the appropriate court against the Principal Employer and Contractor. The Committee hope that appropriate corrective action may be taken by the Government in consultation with the Regional Labour Commissioner and the final outcome of the case be intimated to the Committee.

CHAPTER II

REPRESENTATION REQUESTING FOR DOUBLING OF RAIL TRACK OF BANDEL-KATWA SECTION OF EASTERN RAILWAY

2.1. On 29 July, 2000 Shri Sibn Mukherjee, General Secretary, Howrah-Katwa Suburban Passengers Association, Village Kaliagarh, Balagarh, Hooghly and others submitted a representation requesting for doubling of rail track of Bandel-Katwa Section of Eastern Railway.

2.2. The petitioners, in their representation submitted that since electrification of Bandel-Katwa section five years ago, it had been experienced that without doubling of the track of this section the fullest utilisation of EMU service would not be possible. The agricultural products which was a major item for transportation on this section could not be made available to consumers of urban and metropolitan areas in time due to single track. Five pairs of Express trains were being detained in peak hours to make way to the express trains. So it could be easily conceived how the passengers of this 105 km. track were commuting their journey with this sort of trouble which could easily be removed by making an arrangement for double line.

The petitioners have further stated that since electrification, the revenue of this section has increased remarkably, which might grow more, subject to doubling of the track. Preliminary Engg-cum-Traffic survey for doubling of Bandel-Katwa line had already been completed by the Eastern Railway authority but this was being procrastinated/postponed.

2.3. The petitioners, therefore, requested to urge upon the Ministry of Railways to complete the necessary formalities and give sanction for doubling of railway track of Bandel-Katwa Section of Eastern Railway.

2.4. The Ministry of Railways (Railway Board) were requested on 13 September, 2000 to furnish their comments on the points raised in the representation. The Ministry of Railways (Railway Board) *vide* their communications dated 20 October, 2000 and 29 November, 2000 informed that a survey for doubling of Bandel-Katwa section had been completed recently. The survey report was under examination in consultation with the Zonal Railway, which had been asked to furnish clarification about certain aspects of the report. Further consideration of the project would be possible once the results of the survey became available.

2.5. After perusing the comments furnished by the Ministry, the Committee under took on-the-spot study visit to Katwa on 1 February, 2001 to gather first hand information in the matter.

2.6. The Committee, thereafter, took oral evidence of the representatives of the Ministry of Railways (Railway Board) on 12 February, 2001. When the Committee desired to know as to when the survey report for the doubling of the section was submitted, the Member, Engineering, Railway Board stated that the survey report was submitted in December, 1999. The Committee asked whether any decision has since been taken in the matter. The witness stated as follows:—

“The doubling of the section has been under consideration of the Ministry of Railways for some time along with other proposals for doubling of various sections. It was mainly a question of comparative priorities. The capacity utilisation of this line is above 100 per cent. But we have also lines where the line capacity utilisation is more than 130 per cent. So, it is a question of comparative priorities as to which work we should take up first.

I have the pleasure to inform the Committee that only two days back the Ministry of Railways has taken a decision to take up the doubling of this line firstly in the three block sections starting from Bandel towards Katwa, up to Zcerat. When we take up a work like doubling, then we go block section by block section because we cannot open all the sections at one time. So, we have taken this decision to start the work from Bandel and go up to Zcerat, for which approval has been given.”

2.7. The Committee asked about the criteria adopted to select these two blocks for doubling of track. To this, the representative of the Ministry of Railways (Railway Board) stated as follows:—

“When we decide to double a section, there are two criteria which we follow to select a block section which would require doubling. We see which section require doubling first and whether they may get additional advantage out of that. These sections are decided normally after a study. If the section is adjacent to the main station from where the traffic is moving to both the directions, such section are given priority. Therefore, the block stations adjacent to the main station are given priority when we start doubling work. Secondly, if there is any block section which is very long as compared to other sections, then that sort of doubling gives some advantage. That is given second priority. That is how we chose block section by block section for doubling. In the case of Bandel, it is a very heavy traffic station and therefore, entry and exit from Bandel is a problem. So, starting from Bandel, we will go in for two or three block sections and in the second phase, we will decide on the others depending on the length which are required to be done. The reason why two or three blocks are done is mainly because when the Parliament is not in session, the Railways

have got a certain power to sanction works. Within that power, we can carry out our work. We cannot do more than that.”

2.8 When the Committee desired to know the estimated cost for doubling one kilometer of railway track and also the difference in expenditure between construction of new lines and doubling of lines, the witness stated as follows:—

“In a flat terrain like this, doubling will cost about Rs. 2 crore per kilometre and a new line would cost about Rs. 3.5 crore a kilometre. This is the rough comparison. If we go into mountainous regions, both the costs will go up. The new line would cost about Rs. 5 crore a kilometre and doubling will cost upto Rs. 3 crore a kilometre. About 300 kilometers of doubling are done per year.”

2.9 The Committee desired to know by when the work of doubling on this line would be completed. The witnesses stated as follows:—

“It will again depend upon how much money we will get. The procedure is, first based upon the survey report, we will make a detailed estimate about the portion which has been approved. Then that detailed estimate will be sanctioned by the Railway Board, the competent authority and after the detailed estimate, technical approval has to be given. What had been given earlier is administrative approval. Technical approval is given after the sanction of the detailed estimate. Wherever there are bridges, detailed plans will be made and tenders will be called and then the work will start. Now, we are allocating money for the next year. This year, the allocation has been very nominal and we will have to arrange it by appropriation only. Allocation for the next year will come in the Budget. At the end of the Monsoon Session, we shall be able to finalise.”

OBSERVATIONS/RECOMMENDATIONS

2.10 The Committee are unhappy to observe that while the report of the survey for doubling of the rail track between Bandel-Katwa was received in December, 1999, the decision to take up the work has been taken only in February, 2001 i.e. after the Committee took up the matter for examination. Even now adequate funds have not been provided for this project. Since the capacity utilization of this line is admittedly over 100 per cent already, the Committee recommend that necessary funds should be made available and doubling of this line taken up without any further delay and it should be completed in a time bound manner.

CHAPTER III

REPRESENTATION REGARDING RESUMPTION OF RAILWAY SERVICE AT AHAMADPUR-KATWA SECTION

3.1 Shri Somnath Chatterjee, M.P. forwarded a representation on 21 December, 2000 signed by Shri Suprobhat Batabyal, President and Shri Dilip Nandi, Secretary, Eastern Railway Passenger's Association, Ahamadpur-Katwa Narrow Gauge Section, Distt. Birbhum regarding resumption of Railway Service at Ahamadpur-Katwa Section.

3.2 The petitioner in their representation *inter-alia* requested that:—

- (a) The running train in the Ahamadpur-Katwa narrow gauge section must be initiated, which was stopped from 19.9.2000.
- (b) A time-table for narrow gauge section must be formulated in harmony with the time-table for running trains of Broad gauge section.
- (c) The incomplete works of the tracks of narrow gauge section must be terminated and the speed of the train be accelerated after making arrangement for apt safety of the passengers.
- (d) Labpur station, which is highly related to the memory of Late Kathasilpi Tara-Shankar Banerjee must be converted into a 'Model' Station.
- (e) For the sake of the common commuters of the said section a special vigil must be emphasized with a view to make comfortable seats in the compartments and provide other facilities.

3.3 The representation was forwarded to the Ministry of Railways (Railway Board) on 26 December, 2000 for obtaining their factual comments on the points raised in the representation.

3.4 Meanwhile, the Committee decided to undertake an on-the-spot study visit to Katwa. Accordingly, the Committee visited Katwa on 1 February, 2001 and held informal discussions with the petitioners. The petitioners requested that apart from resumption of train services, the Ahamadpur-Katwa and Burddhaman-Katwa Section should be converted into broad-gauge.

3.5 The Committee, thereafter, took the oral evidence of the representatives of the Ministry of Railways (Railway Board) in the matter on 12 February, 2001.

3.6 During the evidence the Committee pointed out that the train services were discontinued or withdrawn on both Burdhaman-Katwa and Ahamadpur-Katwa sections during the floods in West Bengal, because there were breaches in the track. The train service was re-introduced on Burdhaman-Katwa section. For Ahamadpur-Katwa Section also the tender was floated and Eastern Railway was about to take up the work, but the repair work was not taken up. As a result, the train service has not yet been introduced.

3.7 The Committee, therefore, desired to know the reasons for not introducing the train service on Ahamadpur-Katwa section, to which the representative of the Ministry of Railways (Railway Board) stated as follows:—

“While Burdhaman-Katwa railway line is owned by the Railways and is operated by the Indian Railways, Ahamadpur-Katwa line does not belong to us. Ahamadpur-Katwa is owned by a private company. The Railway is only operating it under an agreement entered into with them in 1967. As per terms of this agreement, any renewal of this track, replacement of this track, repair due to damages, floods, etc, is to be carried out by the company which owns the railway. It was on this reason that immediately we could not take up the repairs ourselves. We have written to the company. They have not given their consent to bear the cost of the restoration and repairs.”

3.8 The Committee then pointed out that both the lines *i.e.* Ahamadpur-Katwa and Burdhaman-Katwa were earlier owned by the private company. After the flood in West Bengal in 1978, the Eastern Railways got the Burdhaman-Katwa Section repaired on their own and the train services were resumed and restored on that line. The Committee desired to know why the job was not being done by the Railways, at Ahamadpur-Katwa now when it was done in the case of Burdhaman-Katwa after the floods in 1978. The Ministry of Railways (Railway Board) stated in a note furnished after evidence:—

“In 1978, the Burdhaman-Katwa line had already been taken over by the Railways and it was a Railway asset. As such restoration work was done by Railways. Ahamadpur-Katwa line is a privately owned line and the cost of restoration due to damage by floods has to be borne by Ahamadpur-Katwa Railway Company as per agreement with them.”

3.9 The Committee desired to know why of the two lines *i.e.* Burdhaman-Katwa and Ahamadpur-Katwa that were owned by the

private company, only one line *i.e.* Burdhaman-Katwa was taken over by the Railways. To this, the representative of the Ministry of Railways (Railway Board) explained:—

“We have not come across the circumstances under which the Burdhaman-Katwa line was taken over. But I could see from the records that the losses on this line were much higher. Therefore, the Railways took over this line.”

3.10 On being suggested that Railways could pay certain amount to the Company every year and get the section repaired and then deduct the expenditure from the amount which the Ministry was paying to that company annually, the representative of the Ministry of Railways (Railway Board) stated:—

“We have checked up that aspect also. The amount which we are at present paying to them is Rs. 60,000 per year. For recovering the cost of repair which we may do, it may take 15 to 20 years. By the time further damages may occur on that section as the banks are low. Therefore, it is not practicable to recover this cost from that cost. In fact, I would just like to mention that apart from Rs. 60,000 which we are paying to them every year, we are incurring a loss of rupee one crore a year in running that line. It is because as per the original agreement of 1922 a guarantee was given to the company by the Government of India. As per this guarantee any return if it was less than 3.5 per cent of the capital expenditure the Railways was supposed to reimburse that amount to them. Now, in this case receipts are below 3.5 per cent of the capital cost, which is minus rupee one crore a year.”

3.11 In response to a question regarding the amount required for repairing this line, the representative of the Ministry of Railways (Railway Board) informed that about Rs. 10 lakhs would be required.

3.12 Subsequently, the Committee were informed in a written reply by the Ministry of Railways (Railway Board) as follows:—

“The company has been requested to deposit the cost of restoration which they have not done. However, a decision has been taken that the expenditure will be immediately met by Eastern Railway, who will recover the same from the owing company in due course.”

As regards upgrading of Labpur station into a Model Station, the Ministry of Railways (Railway Board) in their reply informed that:

“Petition was received from Eastern Railway Passengers' Association, Ahmadpur-Katwa Narrow Gauge line *vide* letter dated 09.12.2000 for upgrading Labpur station into a Model Station. Taking into consideration the importance of the station, the same will be improved by way of repair and maintenance after restoration of the section.”

3.14 The Committee desired to know whether any survey had been carried out for conversion of Burdhaman-Katwa and Ahamadpur-Katwa lines into broad gauge, the Ministry of Railways (Railway Board) in their communication dated 15 March, 2001, stated as follows:—

“The Reconnaissance Engg.-cum-Traffic Survey for gauge conversion of Burdhaman-Katwa narrow gauge line into broad gauge has been completed recently. The survey report is presently under examination in this Ministry in consultation with the Zonal Railway. The approximate expenditure involved in converting Burdhaman-Katwa NG line (length — 51.52 kms.) into broad gauge would be Rs. 111.18 crore as per the survey report. Time frame for gauge conversion would be decided if and when the project is sanctioned depending upon availability of resources. As per details of survey report the section will cater to passenger traffic only and investment on the gauge conversion will yield negative return.”

3.15 It was also stated in the reply furnished by the Ministry that:—

“There is no operational need for gauge conversion of Burdhaman-Katwa narrow gauge section as two routes are already available between North Bengal and South Bengal viz. (i) Burdhaman-Khana-Malda route and (ii) Bandel-Katwa-Malda route.”

3.16 Regarding feasibility of conversion of Ahamadpur-Katwa section into broad gauge section, the Ministry of Railways (Railway Board) stated that the feasibility of converting Ahamadpur-Katwa narrow gauge line into broad gauge had not been worked out since the line and assets belonged to Ahamadpur-Katwa Railway Company, Ltd. The length of Ahamadpur-Katwa narrow gauge line was 51.92 kms. The cost of its conversion into broad gauge had not been assessed as no survey had been carried out.

OBSERVATIONS/RECOMMENDATIONS

3.17 The Committee deeply regret to observe that the train services on the Ahamadpur-Katwa Section of Eastern Railway which were discontinued in September, 2000 due to breaches in the track have not been resumed so far. In fact the damaged track itself has not been repaired. Although the Ahamadpur-Katwa line belongs to a private company viz. Ahamadpur-Katwa Railway Company Ltd., the Committee wish to point out that it was being operated by the Indian Railways under an agreement entered into with the private company in 1967. The Railways cannot, therefore, abdicate their moral and social responsibility towards the commuters to get the track repaired. The Committee, are, however, happy to note that after their suggestion, a decision has been taken that the expenditure (about Rs. 10 lakhs) would be immediately met by Eastern Railway who would recover the same from the company owning the Railway line in due course. They desire that the work should now be taken up without any further delay

under intimation to the Committee and it should be completed in a time bound manner. As assured to the Committee, the facilities at the Labpur station should also be improved and the station should be upgraded.

3.18 The Committee have been informed that the Reconnaissance Engineering-cum-Traffic Survey for gauge conversion of Burddhaman-Katwa narrow gauge line into broad gauge has been completed recently and the cost involved for the conversion has been estimated to be Rs. 111.18 crore. They do not, however, agree with the Government's contention that there is no operational need for gauge conversion of this section as two routes are already available between North Bengal and South Bengal. The Committee urge that the gauge conversion of Burddhaman-Katwa should also be taken up with a view to provide an alternative corridor. They also desire that the feasibility of converting the Ahamadpur-Katwa narrow gauge line into broad gauge should also be examined and work executed.

APPENDIX I
(See para 1 of Chapter)

LOK SABHA

Petition No. 9

(Presented to Lok Sabha on 25.8.2000)

To,

Lok Sabha,
New Delhi.

The humble petition of Shri Prabodh Kumlehakur, and others of the Paschim Banga Mutia Mauzdoor Union (Adra Unit) of Food Corporation of India, West Bengal.

Sheweth

We the undersigned petitioners are the members of the Paschim Banga Mutia Muzdoor Union, Adra. We are representing the handling labourers of Adra, FSD, godown under FCI in District Purulia. The Adra FSD godown is a rail fed godown and was established in the year 1980 with a capacity of 80,000 Metric Tonnes. The rail fed godown stores the supply of food grains for the Eastern Region. Since, its establishment a large number of handling labourers are working regularly in the said rail fed godown under the control of the District Manager, Bankura (under senior Regional Manager, FCI, Calcutta).

We are the labourers who are engaged through contractors of the godown, most of whom are members of poor scheduled castes and scheduled tribes community. We have been demanding before the FCI management to bring the handling work of the Adra FSD under the direct payment system while abolishing the contract system as introduced in various other FCI godowns at Calcutta, Gopalpur, Asansol and Durgapur. However, FCI management has shown no interest towards our demand.

We are compelled to receive wages at the mercy of the contractors but factually the labourers are working under FCI directly. The handling labourers of the Adra godown are subject to deprivation and injustice meted out by the FCI management by not introducing the direct payment system at the Adra godown.

We, therefore, submit this petition before you and request you to urge upon the Government to give proper and effective directions so as to regularise the handling labourers of Adra FSD godown by introducing the direct payment system.

And your petitioners as in duty bound shall ever pray.

Name	Address	Signature or thumb impression
Shri Probodh Kumlehakur & others	Paschim Banga Mutia Muzdoor Union, Adra Unit, FCI (Adra), West Bengal.	Sd/-

Counter signed by Shri Sunil Khan, M.P.