

appointed. A building has been hired in New Delhi for housing the Museum temporarily. An outlay of Rs. 50 lakhs has been provided in the Fifth Five-Year Plan for setting up the Museum.

(b) While no target date can be specified, it is proposed to throw open to the public the temporary museum as soon as the specimens and exhibits get properly displayed.

Stage of Inquiry of charges of corruption contained in a Memorandum submitted by C.P.I and

A.D.M.K.

7135. **SHRI M. KALYANASUNDARAM:** Will the **PRIME MINISTER** be pleased to state the present stage of investigation with regard to the charge of corruption contained in the memorandum submitted to the President and the Prime Minister by C.P.I. and A.D.M.K.?

THE MINISTER OF STATE IN THE MINISTRY OF HOME AFFAIRS AND IN THE DEPARTMENT OF PERSONNEL (SHRI RAM NIWAS MIDHA): Two separate memoranda containing certain allegations against the Chief Minister and some other Ministers of Tamil Nadu were submitted to the President by Sarvashri M. G. Rama Chandran and M. Kalyanasundaram on the 6th and 7th November, 1972 respectively.

Comments of the Chief Minister of Tamil Nadu on the allegations contained in those memoranda were obtained. Thereafter Shri Ramachandran and Kalyanasundaram submitted rejoinders in respect of the comments given by the Chief Minister. Shri Kalyanasundaram also submitted a note containing some further allegations. Comments of the Chief Minister on the points made in the rejoinders and on the allegations contained in Shri Kalyanasundaram's further note were also obtained and the matter was examined. In this connection, it was con-

sidered necessary to obtain certain clarifications from the Chief Minister. These have since been received and the matter is being processed further.

Opening of P&T Dispensaries at various places in Bihar

7136. **SHRI K. M. MADHUKAR:** Will the Minister of COMMUNICATIONS be pleased to state:

(a) whether P&T Dispensaries will be opened at Muzaffarpur, Ranchi, Gaya, Dhanbad, Darbhanga and Chapra in addition to P&T dispensaries functioning at Patna and if so, what step has so far been taken to open the said dispensaries; and

(b) the difficulty in opening P&T dispensaries at those places and the probable time by which the dispensaries are expected to function?

THE MINISTER OF STATE IN THE MINISTRY OF COMMUNICATIONS (PROF. SHER SINGH): (a) and (b). Necessary sanctions for opening of P&T Dispensaries at these places have recently been issued. Further action will be taken by the Postmaster-General Patna for opening of the Dispensaries as early as possible.

12.15 hrs. . . .

CALLING ATTENTION TO MATTER OF URGENT PUBLIC IMPORTANCE

REPORTED ABRUPT STOPPING OF AIR-CONDITIONING PLANTS AT DELHI AIRPORT.

SHRI P. M. MEHTA (Bhavnagar): Mr. Deputy Speaker, Sir, I call the attention of the Minister of Supply and Rehabilitation to the following matter of urgent public importance and request that he may make a statement thereon.

'Reported abrupt stopping of air-conditioning plants at Delhi Airport

[Shri P. M. Mehta]

by the private firms maintaining these plants, due to non-payment of its dues by the Government.

THE MINISTER OF SUPPLY AND REHABILITATION (SHRI R. K. KHADILKAR): A contract for supply and installation of an Airconditioning plant at Delhi Airport for Phase-I (New International Arrival Wing) was awarded to Messrs Frick India Limited, Faridabad by Directorate General of Supply and Disposals on 30th September, 1970 at a total cost of about Rs. 6.39 lakhs. This was followed by a second contract issued on 4-1-1971 in favour of the same firm for Phase II (International Booking Hall Domestic Arrival Lounge, etc.) Value of the second contract was approximately Rs. 14.56 lakhs.

The plant for Phase-I was installed in April 1971, whereas the plant for Phase II was installed in June, 1973. The consignee (CPWD) noted certain deficiencies in the working of both the plants. An *ad hoc* inspection team consisting of representatives of the DGS&D, CPWD and the International Airports Authority of India was constituted on 28-10-1972 to conduct the various tests before the plants were finally taken over. The firms consent to the setting up of the inspection team was also obtained.

The inspection team carried out summer tests of the plants during June, 1973 followed by monsoon test during September, 1973. Deficiencies observed during the summer test were intimated to the firm for rectification before the monsoon test was carried out. However the firm did not care to attend to a number of deficiencies. The capacity of the plants was found below the specified requirements in regard to both Phase-I and Phase-II especially, the average output of chilling units was found much below the specification. The report of the inspection team also highlighted a number of inherent defects

in the plants. Inter-Departmental discussions were held during November, 1973, January and March, 1974 with a view to exploring the possibility of accepting the plants with a suitable price reduction but the same were inconclusive.

Pending receipt and further action on the report of the inspection team, the Airport authority had entrusted the maintenance and operation of the plants at a cost of Rs 250 lakhs to the same firm for a period of one year only from 7.4.1973. This contract has not been renewed further. Meanwhile, some temporary arrangements have been made by the Airport authority to avoid inconvenience to the public.

Out of the total value of about Rs. 20.95 lakhs against both the contracts, a sum of about Rs 15.71 lakhs has already been released to the firm, leaving a balance of about Rs 5.24 lakhs. Further payment amounting to about Rs 1.41 lakhs has also been withheld from other bills of the firm pending final decision about acceptance/rejection of the plants.

In view of what I have stated above, it is quite obvious that according to the report of the inspection team the plant is yet not up to specifications. However, the Airport authorities are taking all possible measures within the time available to them to ensure that the passengers are not denied the minimum comfort in the Airport areas. The question of taking further appropriate action against the defaulting firm in terms of the contract is under consideration.

SHRI P. M. MEHTA: This abrupt stopping of air-conditioning plant at the international airport of our capital has considerably damaged the reputation of the airport and of the Government and thereby of the country. The Minister has not come out with the full facts of the case. I think he has been misled by the D.G.S.&D.

authorities and has tried to conceal many points which are awkward to them. This is a glaring case of red-tapism, negligence, want of coordination between the concerned departments, viz., airport authorities, D.G.S. & D. and CPWD. It also reflects the *malafies* of D.G.S.&D. and CPWD and the airport authorities are equally concerned with it. Yet, they have not attended to this matter properly.

According to the statement, some deficiencies were found. The deficiencies are not mentioned in the report. There is nothing mentioned in the statement as to whether it was considered proper by the authorities to ask the firm to remove the deficiencies or whether the authorities had found that the plant is unsuitable and therefore it should be rejected. When they found that the equipment was not up to the mark and there were some deficiencies, why did the Government give the contract to the same firm to operate the plant for three long years? Is there any proviso in the contract deed relating to penalty or rejection of the equipment if found unsuitable or if any deficiency exists? Why have the D.G.S.&D or CPWD or both jointly not taken any action under that clause all these years? The statement says that they have communicated it to the firm. What was communicated to them—whether you will reject the plant or penalty will be imposed or what? That is not stated in the statement.

Is it a fact that the same firm operated the plant for two or three years? What was the nature of the deficiencies? What are the main points of the report? When was the report submitted? What are the recommendations contained in the report and what action has been taken so far? I would like to know from the hon. Minister whether the firm had written to the Airport authorities and to the Minister of Civil Aviation that the contract would expire on 5th or 7th April and that, in the absence of any

instruction, they would not be able to operate further the air-conditioning plants, and whether it is a fact that the Airport authorities and the hon. Minister of Civil Aviation kept quiet on this.

SHRI R. K. KHADILKAR: The hon. Member has raised several points. Some of them are already incorporated in the statement itself. The hon. Member would have seen from the statement that, as soon as the defects were detected and it was found that the performance was below the specifications special inspection teams were set up in 1972; and setting up of joint teams was done in consultation with the firm—first for summer and then for monsoon. In all these reports it was found...

SHRI P. M. MEHTA: You lay it on the Table of the House or refer it to the Public Accounts Committee.

SHRI R. K. KHADILKAR: The hon. Member wanted to know the defects. They are all of a technical nature. However, I would read out from the report as to what are the defects. The compressor speed is not 900 or 960 RPM as listed in the A/T for Phase I and II, respectively, but is run at 800 RPM with the system of pulley and belt drive, etc. The main thing is that the compressor is not working according to the specification. The second thing is, 'spillover of liquid refrigerant particles inside the compressor will not only damage the compressor,' etc. I would call it the freezing point; there are some defects there. Then, 'the chiller size and surface area of tubes are undersized'. All these defects have been discovered...

SHRI P. M. MEHTA: The vital point is, when these deficiencies were discovered.

SHRI R. K. KHADILKAR: As I said, as soon as the plant was installed

[Shri R. K. Khadilkar]

and it started functioning, some deficiencies were discovered and it was found that it was not upto the mark. When it came to the notice of the authorities, they immediately set up an inspection team and their reports were taken. In such cases, when we get refrigeration plant from any firm, the maintenance is a separate thing; that is a separate contract, and that contract was given to the same firm one year back. It was not renewed. The question of renewal of contract was considered at appropriate time and no action was taken. After repeatedly pointing out the several defects in the plant, no attempt has been made to rectify them. Therefore, the question before the authorities concerned was whether we should continue the contract or discontinue it, and for the time being they have decided not to renew the maintenance contract.

About the other points that he has raised about the firm. I may mention that all precautions were taken for the performance of the contract security deposit and all other usual precautions were also taken, and then alone this contract was given.

SHRI P. M. MEHTA: I have asked whether any proviso exists in the contract deed relating to penalty or rejection if the equipment is not found suitable and if so, why no action has been taken so far to reject the equipment

SHRI R. K. KHADILKAR: We have detected the defects after the team's inspection report. The main question is to take action. That, as I said, we will have to consider now, whether we totally reject after giving them an opportunity to rectify. They have not rectified. Under the contract we have to give them a notice of complete rejection and we will have to consider other suitable steps also. So rejection is not of a small technical nature. It is a big thing. So, that is being considered by the Airport Authority.

SHRI P. M. MEHTA: The firm had written to the Minister as also to the Airport Authority that they would shut down the plant in the absence of any instructions from the Airport Authority? What is the reply to it?

SHRI R. K. KHADILKAR: So far as the maintenance contract was not renewed, they naturally did not maintain. As I said, the whole apparatus they have supplied is not according to the specification. So, naturally they have not got the renewal of the contract and maintenance has stopped.

MR. DEPUTY-SPEAKER: Shri Laskar—not here. Shri Shrikishan Modi.

श्री श्रीकिशन मोदी (मंफर) उपाध्यक्ष
जी यह एक विचित्र कस है और इसको मी०
बी० आई० को देना चाहिये था इसमें जरूर
कोई राज निचलेगा। एक मजंदार बात
यह है कि पहले तो इस पार्टी के साथ पूरा
रियायत दी जाती है। 1970 में इसकी
आईंग दिया जाता है। 1971 में जब पूरा
नहीं कर पाना एक आई, तो उसका दूसरा
आईंग 14 लाख रु० का दे दिया जाता है।
इसके बाद वह प्लान्ट भी लगा देता है।
तो क्या राइटिंग में है कि कितनी खराबी
है प्लान्ट में, अगर प्लान्ट खराब था तो
आप फोरन नोटिस देने कि इसको हटाओ
और पेमेंट नहीं होगा, यह लिख कर
नोटिस देते। लेकिन क्या किया इन्होंने
कि ढाई लाख रु० सालाना चलाने का
ठेका दे दिया। बजाय इसके कि उस
फर्म को कहते कि प्लान्ट खराब है इस
को हटाओ, उसको एक माल का ठेका दे
दिया। एक साल खत्म होने पर 6 अप्रैल
को न तो यह बताता कि कार्ट्रिज का क्या
करना है। उसको बताना चाहिये था कि
तुम्हारा रिन्यूअल किया जा रहा है या कैसिस
किया जा रहा है। इसको खुला छोड़ा हो

सकता है कि कोई बारगेनिंग हों रही हो बीच में इसलिये तय न किया गया हो लिख कर देने का मामला। रिपोर्ट में लिखा है कि वह हफ्ते पर दबाव डाल रहा है कि इस प्लाण्ट को ले लीजिये। मैं पूछना चाहता हूँ कि उस प्लाण्ट की इस समय क्या कीमत है? क्या वह 30 लाख का प्लाण्ट 40 लाख २० का नहीं है। कोई नाटक तो नहीं रचा जा रहा है जिस से राष्ट्र को नुकसान होने की सम्भावना हो। 6 अप्रैल को ठेकेदार को लिखित दिया गया कि भविष्य में उसे क्या करना है? क्या उस की भवधि बढ़ाने के बारे में विचार किया गया। क्या आप ने लिखित में नोटिस दिया कि इस प्लाण्ट को हटाओ, या इतने दिन में यह यह कमियाँ पूरी करो तब प्लाण्ट रखा जायगा? इन बातों को मन्त्री जी स्पष्ट करें।

SHRI R. K. KHADILKAR: As I have earlier said, I would like to repeat. After the contract of maintenance was not renewed, naturally we have to consider several options and they are under consideration: either we give a notice and ask the party concerned to remove it or give them the last opportunity to rectify. In that case, when the breach of contract is alleged, we will take the whole thing—under the contract there is a provision—to arbitration. As I said earlier, these things cannot be done in a huff. Everything is being coolly and quietly considered by the Airport Authority.

श्रीमूच जन्ध डागा (पाली): उपाध्यक्ष महोदय, अगर शासन की ग्राह में किसी ने आनन्द लिया है तो सरकारी कर्मचारियों ने? सेवा की ग्राह में किसी ने चोरियों की हैं और सरकार को बदनाम कि है तो सरकारी कर्मचारियों ने। और ध्यान उनके खिलाफ कुछ नहीं कर सकते। जो भी वह लोग जवाब लिख कर देते हैं आप उसी को पढ़ देते हैं। मेरा निवेदन है कि आप उस को न पढ़िये, बल्कि अपने दिमाग से काम लीजिये।

आप 21 लाख का ठेका करें 1970 में, 15 लाख २० उस फर्म को दे दे, यह तो भला हो अखबार वालों का कि उन्होंने ने इस बात को छाप दिया, वरना लोगों को पता ही न लगता ढाई लाख रुपया एयरपोर्ट वालों ने दे दिया एक साल के लिये फौर अप्रेशन एण्ड मेन्टेनेस। इन की क्या जरूरत थी, जब कि आप ने पूरी मशीन खरीद ली थी। अगर प्लाण्ट खराब था तो 6 अप्रैल, 1973 में 6 अप्रैल, 1974 के बीच में उस को नोटिस मर्ब करते? लेकिन वह भी नहीं किया। तो मैं जानना चाहता हूँ कि इस पीरियड में मशीन काम करती रही या नहीं करती रही? और अगर मशीन में कुछ डिफेक्ट्स थे तो आप ने फर्म को कमियों के बारे में कोई नोटिस दिया कि नहीं? जो डायरेक्टर जनरल सप्लाइ का है, श्री थदानी, जो पहले एडीशनल डायरेक्टर था और जिम को आप ने एक्सटेंशन दिया, क्या आप ने उस से पूछा कि उस समय सारे स्पेसिफिकेशन्स की फरीदाबाद फैक्ट्री में जांच हुई कि नहीं। आप नोट पढ़िये, आप कं आफिसर्स फैक्ट्री में गये और उन्होंने अपनी सील लगायी और सर्टिफिकेट इशू किया पांच कागजों में।

The machine has been approved according to specifications.

यह नोट लगने के बाद कन्साइनी कौन बना और कंसाइनर कौन था। उस कंसाइनर ने मान भेजा, गलती उस ने यह की कि रेल द्वारा न भेज कर जल्दी पहुंचाने के लिये ट्रक से भेज दिया। तब आप की एयरपोर्ट अथॉरिटी और मी०पी०डब्ल्यू०डी० आ गये। मैं जानना चाहता हूँ कि मी०पी०डब्ल्यू०डी० का वह कौन इंजीनियर था जिस ने जांच की? प्रायद उन इंजीनियर साहब को कुछ नहीं मिला इसलिये उन्होंने कहा कि I override it.

1971 में फरीदाबाद फैक्ट्री में स्पेसिफिकेशन के मुताबिक माल है कि नहीं, इस

[श्री मूलचन्द्र डागा]

की जाच की गई और सील लगने के बाद प्लाण्ट निकल गया, और जब इंजीनियर को कहा गया कि एयर कंडीशनिंग प्लाण्ट आ गया है वह जा कर मीक पर जाच करे, तो उस ने कहा कि मैं इम पर दस्तखत नहीं करूंगा। तब आप ने उस को मना क्या नहीं किया कि हम सामान नहीं लेते ?

You must have refused them आप इनक्वायरी कराए। जब इंजीनियर ने मना कर दिया तो उसकी इनक्वायरी का इस्टीमेट की गई। आप ने एक हाई पावर कमेटी बैठायी जिस में श्री मलकानी सी० पी० डब्ल्यू० डी० के इंजीनियर, श्री मुडला और श्री यदानी थे। इ. हाई पावर कमेटी की रिपोर्ट क्या थी। क्या आप ने मैसर्स फ्रिक कम्पनी को नाटिस दिया है ? उस का ऐकनालिजमेंट कोई आप के पास है ?

एक सवाल यह भी था कि जब एयरपोर्ट ऑथोरिटी को 8 अप्रैल, 1974 का लैटर दिया

I shall be glad to discuss with you this matter openly and at any time before the 10th April at your convenience and thereafter you can give your final decision whether our plant will operate this year to air condition the Palam Airport or not

MR DEPUTY-SPEAKER Now you put the question Do not make a speech

SHRI M C DAGA This is a question that I am putting whether the party ever served the notice on the Airport authority and whether any reply was given to that or not The notice was served on the Airport Authority on the 6th April, 1974 I want to know whether any action whatsoever was taken on that notice or not. I humbly submit Sir

MR DEPUTY-SPEAKER Do not submit but put the question please

SHRI M C DAGA I am putting the question You cannot debar me of my right

MR DEPUTY-SPEAKER I can debar you on the question of time If you take one hour to put questions, it is not a question

SHRI M C DAGA If I put questions you do not allow

MR DEPUTY-SPEAKER But you take one hour for putting questions You please conclude now Why do you go on saying that you are putting questions?

श्री मूलचन्द्र डागा मि० यदानी, जो कि एसिसटेंट डाइरेक्टर था ने जब मशीन आ गई थी, तो उस ने वहां पर जो दूसरे अधिकारी थे उन्होंने जब उस को इस्ट बिलिश करने के लिए कहा तो उन को मना किया और कहा कि यह तुम्हारा बिजनेस नहीं है। क्या यह ठीक था ? मशीन लेने के बाद कितने टाइम के अन्दर उन को 80 परसेन्ट रुपया देना था और टेन्डर की क्या शर्तें थी और टेन्डर के अनुसार रिपोर्ट कब दी थी। ये सब क्वेश्चन्स हैं जिन का आन्सर मंत्री जी को देना चाहिए। मैं यह भी चाहता हू कि पालियामेंट के मेम्बरो की एक कमेटी बैठाई जाए जो इस मामले की जाच करे और इस घडानी के खिलाफ जाच होनी चाहिए और इंजीनियर के खिलाफ भी जाच होनी चाहिए कि वित्तना क़ाशन इस में चला है।

SHRI R K KHADILKAR Sir the hon Member has said so many things Let him give a positive proof about it on whatever information he has because I have no knowledge about it as I said earlier

MR DEPUTY-SPEAKER You will please take note of what he said

SHRI R. K. KHADILKAR: I am taking note of what he said. I am not able to give any reply to the vague charges that are levelled by the hon. Member.

SHRI M. C. DAGA: I am putting definite questions now.

MR. DEPUTY-SPEAKER: You are putting the questions based on certain information that you have. Is it not? The Minister says he is not in the know of those details. Therefore, he is not in a position to answer. He also said that the charges are vague. I shall come to them also. Since he is not in the know of those details, he is not in a position to answer. I have said on behalf of Shri Daga that since he has mentioned these things, they are all before the House. It is for the Minister to take careful note of these things and to make enquiries. The Minister said that what you said is vague. I think it is unwarranted. Mr. Gill.

श्री महेंद्र सिंह गिल (फिरोजपुर) :
 मैं तो यह कहना चाहता हूँ कि इन्टरनेशनल पालम एयर-पोर्ट का जो एयर-कन्डीशन बन्द हुआ है

SHRI M. C. DAGA: This is a documentary evidence.

MR. DEPUTY-SPEAKER: You close that chapter. I have tried to put your case.

SHRI M. C. DAGA: Sir, I have referred to the document. It is not an oral evidence.

MR. DEPUTY-SPEAKER: It does not matter. He will look into all these things.

श्री महेंद्र सिंह गिल : पालम एयर-पोर्ट का जो एयर बन्डेशन 12 तारीख की बन्द हुआ है, इस से हमारे नेशनल इन्वेल को नुकसान पहुंचा है और इससे भारतवर्ष
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की बचनामी होती है क्योंकि जो लोग भारत आते हैं और यहां से फिर वापस जाते हैं, उन को असुविधा हुई है । इस से हमारे मुल्क को बहुत धक्का लगा है । मैं माननीय मंत्री जी से यह कहूँगा कि यह इस मामले की सीरयस इन्क्वायरी करवाएं कि इस में किस किस अधिकारी या फर्म का हाथ है और जो मुजरिम है और जिस ने हमारे नेशनल इन्वेल को नुकसान पहुंचाया है, उसको सजा दें ।

SHRI R. K. KHADILKAR: I do share the anxiety of the hon. Member that no inconvenience is caused to the domestic or international passengers. As I said, every effort is being made to see that the minimum inconvenience is caused. Regarding the question of the enquiry if certain facts are placed before us certainly we will look into them.

श्री महेंद्र सिंह गिल : डिप्टी स्पीकर साहब, इतनी देर के लिए गवर्नमेंट टेक-ओवर कर ले इस एयर-कंडीशन प्लांट को ।

SHRI R. K. KHADILKAR: I cannot understand. The question before us is whether we again give the same contract of maintenance or cancel the contract completely?

12.45 hrs.

QUESTION OF PRIVILEGE

(ALLEGED MISLEADING INFORMATION GIVEN BY THE MINISTER)

MR. DEPUTY-SPEAKER: Regarding the question of privilege raised by Shri Jyotirmoy Bosu yesterday, the Minister has to make a statement.

SHRI JYOTIRMOY BOSU (Diamond Harbour): Sir, has this statement been circulated? I have not got a copy. We have to study it. This is the practice.