

14.59 hrs.

**SICK TEXTILE UNDERTAKINGS
 (NATIONALISATION) BILL—contd.**

MR. DEPUTY-SPEAKER: Now we take up clause-by-clause consideration of the Sick Textile Undertakings (Nationalisation) Bill. Before we take up the Clauses, there is one motion given notice of by Shri S. M. Banerjee that the Attorney-General be called to the House to give his opinion on a particular Clause. I would like to ascertain from Shri S. M. Banerjee whether he would like to move it now or when that Clause is taken up.

SHRI S. M. BANERJEE (Kanpur): Let that Clause come.

MR. DEPUTY-SPEAKER: Very well. Now we take up Clause 2. Clause 2—(Definitions).

MR. DEPUTY-SPEAKER: I think Mr. Maurya is here. I think the amendments that stand in the name of Shri Pai happen to be the same as those that stand in the name of Shri Maurya.

8 hrs.

So you all move your amendments.

**THE MINISTER OF STATE IN THE
 MINISTRY OF INDUSTRY AND
 CIVIL SUPPLIES (SHRI B. P. MAU-
 RYA):** I beg to move:

Page 2,

for lines 3—9, substitute—

'(b) "bank" means—

(23 of 1955)

(i) the State Bank of India constituted under the State Bank of India Act, 1955; (23 of 1955).

(ii) a subsidiary bank as defined in the State Bank of India (Subsidiary Banks) Act, 1959; (38 of 1959).

(iii) a corresponding new bank constituted under section 3 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970; (5 of 1970)

(iv) any other bank, being a scheduled bank as defined in clause (e) of section 2 of the Reserve Bank of India Act, 1934; (2 of 1934) (39).

Page 2,

after line 22, insert—

'(fa) "Ordinance" means the Sick Textile Undertakings (Nationalisation) Ordinance, 1974; (40). (12 of 1974) 2

Page 2,

lines 26-27, for "sick textile undertaking"; substitute "textile company" (41).

Page 2,

line 28, for "such liquidator" substitute "includes such liquidator" (42).

Page 2,

line 29, for "and includes", substitute "and also includes". (43).

Page 2, after line 29, insert—

'(ga) "prescribed" means prescribed by rules made under this Act'. (44).

Page 2, line 29,—

after "manager of such owner", insert—

"but does not include any person or body of persons authorised under the Industries (Development and Regulation) Act, 1951, or the Sick (85 of 1951) Textile Undertakings (Taking Over of Management) Act, 1972, to take (72 of 1972) the management of the whole or any part of the sick textile undertaking." (230)

DR. LAXMINARAYAN PANDEYA
(Mandsaur). I beg to move:

Page 2, line 25—

omit 'or lessee or occupier' (153)

Page 2, line 29,—

omit ", and includes any agent or
manager of such owner" (159).

SHRI C. M. STEPHEN (Muvattupuzha): I beg to move:

Page 2, line 29,—

add at the end—

"but shall not include the authorised person appointed by the Central Government after the take-over of the management". (214).

I do not know whether the Minister's amendments have taken care of my amendment which is with respect to the definition of the word 'owner'. Here, 'owner' means 'any person or firm who or which is, immediately before the appointed day, the immediate proprietor or lessee or occupier of the sick textile undertaking or any part thereof.' This would mean the 'owner' would include the occupier immediately before the appointed day or with respect to all these mills; the National Textile Corporation or the State Textile Corporation as the case may be. In a subsequent clause, clause 5, they say that for the dues of the workers, the workers shall go to the 'owner' and they say that the Central Government or the Textile Corporation shall not be liable which means that the residuary concerns will be the State Textile Corporation. That is to say that the State Textile Corporations and the National Textile Corporation who were in management of these mills and who were the owners and by a subsequent clause, the liability for these dues is taken away from the Central Textile Corporation and so only the State Textile Corporation is left. That will be the effect of this definition. Therefore, I

have said that this definition shall not include those authorised persons who were in management of these mills. Otherwise there would be immediately a distinction that the State Textile Corporations will be answerable but the Central Textile Corporation will not be answerable. Either both must be answerable or neither must be answerable. This may be an unintended implication of this definition. I have just pointed out that this definition has got this implication and I am clear in my mind that this implication is inescapable. It also shows how carelessly these things are being drafted by the Legal Department and how careless is the drafting. Let us not take this as the last word of wisdom. This is a clear case which demonstrates that the Legal Department is absolutely inequipped for the purposes of drafting.

श्री लक्ष्मी नारायण पाण्डेय : मैंने जो मंशोधन प्रस्तुत किये हैं मैं समझता हूँ कि मैं जहाँ स्वामी की व्याख्या दी गई है इस में पट्टेदार शब्द निरर्थक है, इस को निकाल देना चाहिये क्योंकि अनर शब्द की व्याख्या में पट्टेदार और अधिष्ठाता दोनों को सम्मिलित किया जा सकता है।

इसो तरह से जैसा अन्त में कहा गया है—लिविडेटर तथा रिसीवर—इसके बाद अलग से एजेन्ट या मैनेजर को जोड़ने की आवश्यकता नहीं है। अगर इन को इन्क्लूड न किया जाय तो भी जो डेफिनिशन दी गई है, वह सम्पूर्ण है और इन के न जोड़ने से कोई विपरीत प्रभाव नहीं पड़ता है।

मन्त्रि में आशा करता हूँ कि माननीय 'टी जी मेरे मंशोधनों का स्वीकार करेंगे।

SHRI B. P. MAURYA: Regarding Mr. Stephen's amendment I would like to submit that we have accepted the amendment in spirit. By way of abundant caution we have made it clear in our amendment No. 330 I will be falling in my duty if I do not express my heartfelt thanks to the hon. Member's wisdom. We have put it in legal form and I have already moved that amendment which I request the House to accept. Regarding Mr. Pandeya's amendment, we have made the definition in such a manner so that any occupier or lessee may not escape the liability. That is why I cannot accept his amendment.

MR. DEPUTY-SPEAKER: Does Mr. Stephen want to press in view of what the Minister has said?

SHRI C. M. STEPHEN: No, Sir, I do not want to press.

MR. DEPUTY-SPEAKER: Do you have the leave of the House to withdraw his amendment?

SOME HON. MEMBERS: Yes.

SHRI C. M. STEPHEN: I withdraw my amendment, No. 214.

Amendment No. 214 was by leave withdrawn

MR. DEPUTY-SPEAKER: Now I will put the Government amendments Nos. 39, 40, 41, 42, 43, 44, and 230. The question is:

Page 2,

for lines 3-9, substitute--

'(b) "bank" means--

(23 of 1955)

(i) the State Bank of India constituted under the State Bank of India Act, 1955.

(38 of 1959)

(ii) a subsidiary bank as defined in the State Bank of India (Subsidiary Banks) Act, 1959.

(5 of 1970)

(iii) a corresponding new bank constituted under section 3 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970;

(2 of 1934)

(iv) any other bank, being a scheduled bank as defined in clause (e) of section 2 of the Reserve Bank of India Act, 1934. (39).

Page 2

after line 22, insert--

(12 of 1974)

"(fa) "Ordinance" means the Sick Textile Undertakings (Nationalisation) Ordinance, 1974". (40).

Page 2,

Lines 26-27, for "sick textile undertaking", substitute "textile company", (41).

Page 2,

line 28, for "such liquidator" substitute "includes such liquidator". (42).

Page 2,

line 29, for "and includes", substitute "and also includes". (43).

Page 2.

after line 29, insert—

'(ga) "prescribed" means, prescribed by rules made under this Act,' (44)

Page 2, line 28—

after "manager of such owner insert—

'but does not include any person or body of persons authorised under the Industries (Development and Regulation) Act 1951 (65 of 1951), or the Sick Textile Undertakings (Taking Over of Management) Act 1972, (72 of 1972), to take over the management of the whole or any part of the sick textile undertaking" (230)

The motion was adopted

MR DEPUTY SPEAKER I will now put Dr Pandeya's amendments Nos. 158 and 159

Amendments Nos 158 and 159 were put and negatived.

MR DEPUTY-SPEAKER The question is:

"That Clause 2, as amended, stand part of the Bill"

The motion was adopted

Clause 2 as amended was added to the Bill

Clause 3—(Acquisition of rights of owners in respect of sick textile undertakings).

MR DEPUTY-SPEAKER. Now, we go to Clause 3. There are amendments by Government Nos 45 and 46 and there is one amendment No. 13 by Shri S R Damani

SHRI S R DAMANI (Sholspur) I am not moving my amendment.

MR DEPUTY-SPEAKER I will now put Government amendment, to the vote of the House

Amendments made

Page 3

line 16 after 'appointed day' insert "every sick textile undertaking and" (45)

Page 3

line 17 for 'every' substitute 'every such' (46)
(Shri B P Maurya)

MR DEPUTY-SPEAKER The question is

"Clause 3 as amended, stand part of the Bill"

The motion was adopted

Clause 3 as amended was added to the Bill

Clause 4—(General effect of vesting)

MR DEPUTY-SPEAKER Now, we take up Clause 4 There are Government amendments No 47, 48, 49, 50, 51, 116 and 231

SHRI B P MAURYA I beg to move

Page 3

line 30 for 'textile company in relation to substitute 'owner of' (47)

Page 3

line 41 for 'this Act receives the assent of the President', substitute "The Ordinance was promulgated" (48)

(Shri B. P. Maurya)
Page 4.

lines 19 and 20, for "undertaking of the textile company is pending by or against the textile company", substitute "undertaking, instituted or preferred by or against the textile company, is pending". (49).

Page 4,

line 23, omit "of the textile company". (50).

Page 4,

lines 26-27, for "this Act receives the assent of the President, is in possession of, or has", substitute "the Ordinance was promulgated was in possession of, or had". (51).

Page 3.

line 32, after 'relating thereto' insert—"and shall also be deemed to include the liabilities and obligations specified in sub-section (2) of section 5". (116).

Page 4.

line 19,—for "business of the sick textile", substitute "matter specified in sub-section (2) of section 5 in respect of the sick textile". (231).

MR. DEPUTY-SPEAKER: There is amendment No. 179 in the name of Shri Erasmo De Sequeira. Are you moving?

SHRI ERASMO DE SEQUEIRA (Marmagoa): I beg to move:

Page 3,—

after line 38 insert—

Provided that Government shall remain liable to discharge any amount against such obligations as aforesaid as may be determined by the appropriate court to be the difference between the amount paid for

such property and the amount held to be fair market value thereof." (179).

Sir, if you will look at page 3 sub-section 2 of Clause 4 you will find that a new concept is being introduced in our legislation because by virtue of this sub-section all property shall vest in the Central Government and shall, by force of such vesting, be freed and discharged from any trust, obligation, mortgage, charge lien and all other incumbrances affecting it. The problem that arises is that as you will see from the Schedule of this Bill a particular amount has been specified as compensation—or if you do not like that word—or amount for the assets taken over.

Sir, I had raised a point of order on this, which the Chairman was pleased to rule out. I then wrote to the Rules Committee, and it pains me to see that even after one week I have not heard anything. We are supposed to be the guardians of the People's money and we are asked to appropriate it without being given any detail. This is a matter which should be of great concern to the House.

My point is, that if there is an asset which is taken over by the Government and against that asset some money has been lent by some person or institution on the security of that asset and, mind you, this person has nothing to do with the sick textile undertaking. It is some other person who having seen an asset came to the conclusion that the loan that he was making was secured by that asset and has made that loan, you are by virtue of this sub-section taking away from him literally the right to recover his money. Therefore, I say in my amendment that while the asset is taken over by Government, Government shall remain liable to discharge the liability that attaches to that asset to the extent that there is difference between the price that has been paid for that asset and fair market value of that asset.

[Shri Erasmo de Sequeira]

Therefore, Sir, I would like to press this amendment because, in this House, we should not be a party to the creation of anything that goes against the basic tenets of the rule of law. And, one of the basic tenets is this. There is an act which permits mortgage and pledging. As a result of that act, whatever be the item of mortgage, it is the first to be attached in case the money is not paid. And, by this enactment, by this sub-clause, we are taking away that principle. To this I would like to object in the strongest possible terms.

Sir, I press my amendment.

SHRI B. P. MAURYA. Mr. Deputy-Speaker, Sir, about the objection which my hon. friend raised, at the time when the Bill was going to be pressed for the clause by clause consideration, at that time, the Chairman was kind enough to give a ruling and again the hon. Member is raising that Under Rule 69, the financial memorandum needs giving the recurring and non-recurring amounts of expenditure. How the amount is going to be calculated is not needed under rule 69. At that time ruling was given by the Chair.

About this amount, the entire system is divided into two—the pre-management takeover period and the post management takeover period. We take the entire responsibility of the postmanagement takeover. Regarding pre-management takeover, there are workers' dues and there are certain amounts that are to be met according to Schedule II.

SHRI ERASMO de SEQUEIRA: I am talking about the capital account and not revenue account. There is a basic difference between the capital account and revenue account.

SHRI B. P. MAURYA: I am coming to that. Please be patient. According to Schedule 2, Part B, if there

is any amount due, whatever be the amount that is calculated in meeting the priorities, when it comes to the loan or advance or mortgage, that amount will go to them. Excepting this, the hon. Member has not got any other point. As you know, Sir, when the Constitution was amended, in place of the word 'compensation' the word 'amount' was substituted. That amount should not be illusory

In this case, the amount is not illusory and whatever amount is fixed and mentioned in Schedule I, is fixed having kept the liabilities in mind which are there. I therefore submit that I cannot accept his amendment.

MR. DEPUTY-SPEAKER. Before I put the amendments, I would like to clarify the position, Mr. Sequeira raised a point of order at a particular stage of the discussion. That was with respect to the financial memorandum. Your point was whether the financial memorandum was adequate in view of the fact that it did not give any indication as to how you have arrived at a particular amount. That is what you were saying.

Now, the Chairman who was in the Chair at that time, ruled that the Financial Memorandum was adequate and that discussion could go on. You have written to the Rules Committee and I am told that that is being considered. That is the point I want to clarify. Since you have referred to it, I thought that I should clarify the position.

Now, I shall put all these amendments of Shri Maurya to the House.

The question is:

"Page 3,

line 30, for 'textile company in relation to' substitute "owner of". (47)

[Mr. Deputy-Speaker]

"Page 3.

line 41, for "this Act receives the assent of the President", substitute "the Ordinance was promulgated". (48).

"Page 4,

lines 19 and 20, for "undertaking of the textile company is pending by or against the textile company", substitute "undertaking, instituted or preferred by or against the textile company, is pending". (49)

Page 4,

line 23, omit "of the textile company" (50)

Page 4,

lines 26-27, for "this Act receives the assent of the President, is in possession of, or has", substitute "the Ordinance was promulgated, was in possession of, or had". (51)

Page 8, line 32,—

after "relating thereto" insert—

"and shall also be deemed to include the liabilities and obligations specified in sub-section (2) of section 5" (116)

Page 4, line 19,—

for "business of the sick textile", substitute—

"matter specified in sub-section (2) of section 5 in respect of the sick textile". (231)

The motion was adopted.

MR. DEPUTY-SPEAKER: I would now put Amendment No. 179 to clause 4 moved by Shri Erasmo De Sequeira to the vote of the House.

Amendment No. 179 was put and negatived.

MR DEPUTY-SPEAKER: The question is:

"That clause 4, as amended, stand part of the Bill."

The motion was adopted.

Clause 4, as amended, was added to the Bill.

Clause 5—(Central Government or National Textile Corporation not to be liable for prior liabilities.)

MR. DEPUTY-SPEAKER: We now take up Clause 5.

SHRI B P MAURYA: Sir, I beg to move:

Page 5,

line 28, after "1972", insert—

"and includes the West Bengal State Textile Corporation Limited which has advanced amounts to sick textile undertakings in the State" (53)

*Page 4,—

for the marginal heading to clause 5, substitute—

"Owner to be liable for certain prior liabilities." (117)

*Page 4, line 37,—

for "Every liability" substitute—

"Every liability, other than the liability specified in sub-section (2)" (118)

*Page 4, line 41,—

for "Provided that any liability" substitute—

"(2) Any liability" (119)

*Page 5, lines 4 and 5,—

for "be the liability of the National Textile Corporation and shall be discharged by that Corporation."

*The Amendment was moved with the recommendation of the President.

substitute—

"be the liability of the Central Government and shall be discharged, for and on behalf of that Government, by the National Textile Corporation" (120)

*Page 5, line 8,—

for "(2)" substitute "(3)" (121)

*Page 5, line 16,—

after "claim or dispute" insert—

"in relation to any matter not referred to in sub-section (2)," (122)

Page 5, line 10,—

omit "pension, gratuity" (227)

DR LAXMINARAYAN PANDEYA.
Sir, I beg to move:

Page 4, line 39,—

for "of such owner and shall be enforceable against him and not against the"

substitute—

"of the" (76)

SHRI S. M. BANERJEE (Kanpur):
Sir, I beg to move:

Page 5, line 2,—

after "in respect of any period".

insert "prior to and". (77)

SHRI RAM SINGH BHAI (Indore):
Sir, I beg to move:

Page 4, line 37,—

after "undertaking", insert

"except the liability of the employees," (83)

Page 5, line 2,—

for "after" substitute "before" (84)

Page 5, line 4,—

omit "on and from the appointed day," (85)

Page 5, line 9,—

omit "no" (86)

Page 5, lines 11 and 12,—

omit "in respect of any period prior to the appointed day" (87)

SHRI DINEN BHATTACHARYA (Serampore): Sir, I beg to move:

Page 4, line 40,—

add at the end—

"save and except the liability for the legal dues of the employees." (90)

Page 5, line 22,—

add at the end—

"except in case of any liability for not implementing anything regarding the interest of the employees" (91)

SHRIMATI ROZA DESHPANDE (Bombay Central): Sir, I beg to move:

Page 5, lines 2 and 3,—

omit "in respect of any period after the management of such undertaking had been taken over by the Central Government," (93)

Page 5—

omit lines 9 to 13 (94)

Page 5, line 15,—

after "undertaking" insert

"excepting that relating to any employee/employees arising out of industrial dispute." (95)

SHRI SEZHIYAN (Kumbakonam):
Sir, I beg to move:

*The amendment was moved with the recommendation of the President.

[Shri Sezhiyan]

Page 5,—

after line 3, insert—

(d) all guarantees given by a State Government or by a State Textile Corporation to the banks and other financial institutions in respect of loans given to the sick textile undertakings and all loans advanced to such undertakings by banks and other financial institutions and any credit availed of for the purpose of trade or manufacturing operations in the period after take-over of the management" (103)

SHRI VASANT SATHE (Akola)
 Sir, I beg to move

Page 4, line 39—

for "such owner and shall be enforceable against him and not"

substitute—

the Central Government or the National Textile Corporation and shall be enforceable (103)

Page 5, line 2,—

after "period" insert "before or (110)

Page 5,—

omit lines 8 to 22 (111)

SHRI TRIDIB CHAUDHURI (Bengaluru)
 Sir I beg to move

Page 4, line 37,—

after "undertaking" insert—

"with the exception of the liabilities specifically mentioned in the proviso (a) (b) and (c) to this section" (131)

Page 5—

for lines 1 and 2, substitute—

"(c) wages, salaries, provident fund, pensions, gratuities and other dues of employees of the sick textile undertakings in respect of any period both before and after the management," (132)

Page 5, line 15,—

after "undertaking" insert

"other than those relating to claims of wages, salaries, provident fund, pension, gratuity, and other dues of employees of the undertaking" (133)

SHRIMATI PARVATHI KRISHNAN (Coimbatore) Sir, I beg to move:

Page 5,—

after line 3, insert

"(d) all amounts paid to these undertakings as fixed deposits by individuals in respect of any period prior to the take-over by the Central Government," (135)

SHRI S R DAMANI Sir, I beg to move

Page 4, lines 44 and 45,—

for "after the management of such undertaking had been taken over by the Central Government."

substitute—

"at any time for the purpose of preventing the closure of such undertaking and for maintaining its working," (136)

Page 4, line 46 to 48,—

for "after the management of such undertaking had been taken over by the Central Government"

substitute—

"at any time for the purpose of preventing the closure of such

undertaking and for maintain-
ing its working" (139)

Page 5, lines 4 and 5,—

after "Textile Corporation" insert

"or the State Textile Corporation,
as the case may be," (140)

Page 5, line 43,

add at the end—

"or the State Textile Corpora-
tion" (141)

Page 6, line 18,—

add at the end—

"or the State Textile Corpora-
tion" (142)

Page 5, line 22,—

add at the end—

"or the State Textile Corpora-
tion" (143)

Page 4,

for lines 42 to 45. substitute—

"(a) loans advanced by the Central Government or a State Government, or both, to a sick textile undertaking (together with interest thereon) after the management of such undertaking had been taken over by the Central Government, or the State Government, including the amount advanced by the State Government during the period in which the sick textile undertaking had been taken over on lease and licence basis by the State Government, or the State Textile Corporation" (146)

Page 5,—

after line 3, insert—

"(d) guarantees given by the Central Government, or the State

Government, or the National Textile Corporation, or the State Textile Corporation, on behalf of the sick textile undertaking whether before or after taking over of its management under the Industries (Development and Regulation) Act, 1951 or under the Sick Textile Undertakings (Taking over of Management) Act 1972." (147)

SHRI RAJA KULKARNI (Bombay-North-East) Sir, I beg to move.

Page 4, line 45 —

add at the end—

or the State Government including the amounts advanced by the State Government during the period the Mills were taken over on lease and licence, by the State Government "State Textile Corporation" (172)

Page 5.—

after line 7, insert—

"(1A) Any liability arising out of the guarantees given by the Central Government, State Government, National Textile Corporation, or the State Textile Corporation to the sick textile undertakings whether before or after the taking over of their management under Industries (Development and Regulation) Act, 1951 and Sick Textile Undertakings (Taking over of Management) Act, 1972 shall be discharged by the National Textile Corporation if and when these guarantees are invoked by the financial institutions" (173)

SHRI C M STEPHEN (Muvathupuzha) Sir I beg to move.

Page 5, line 16 —

after "claim or dispute" insert

[Shri C. M. Stephen]

"other than those relating to dues owing to the employees" (183)

Page 5, line 28,—

add at the end—

"and includes the Kerala Textile Corporation" (184)

Page 5, line 12,—

for "appointed day" substitute

"take-over of management by the Central Government" (194)

Page 5, line 17—

for "that day" substitute

"the take-over of management by the Central Government" (195)

Page 5, line 20—

for "appointed day" substitute

"takeover of management by the Central Government" (196)

Sr. before we proceed with the discussion, I rise on a point of order with respect to this clause. My submission is that this clause as framed and which is now before us has got two sub-clauses which are mutually contradictory. If this discussion, I rise on a point of order. It is the same as two separate clauses and one clause was passed, I would have taken objection that the succeeding clause is in contradiction to the former clause and that this should not be taken up.

Now that they are clubbed together, I want to raise a point of order. The details are there. If you read sub-clause (2) Any liability arising in respect of ' and come to (c) 'Wages, salaries and other dues of employees'

MR. DEPUTY-SPEAKER. Which are you reading?

SHRI C. M. STEPHEN. I am reading clause 5(2)(c)

MR. DEPUTY-SPEAKER: Here it is 'no liability....'

SHRI B. P. MAURYA: Page 5, line 1 as a new clause, because I have moved an amendment.

MR. DEPUTY-SPEAKER: You are referring to the clause or amendment?

SHRI C. M. STEPHEN: I am referring to the clause as in the Bill—'Provided that any liability arising...'

MR. DEPUTY-SPEAKER: That is clause 5(1)(c)

SHRI C. M. STEPHEN: Yes. I am sorry

"Wages, salaries and other dues of employees of the sick textile undertaking, in respect of any period after the management of such undertaking had been taken over by the Central Government shall be the liability of the National Textile Corporation and shall be discharged . . ."

That is to say the entire liability after the date of takeover of the management is, according to this sub-clause the liability of the Corporation. But coming to the next clause, it says.

"For the removal of doubts, it is hereby declared that—

"(a) save as otherwise provided elsewhere in this Act, no claim for wages, bonus, rate, rent, taxes, provident fund, pension, gratuity and any other dues in relation to a sick textile undertaking in respect of any period prior to the appointed day shall be enforceable against the Central Government or the National Textile Corporation".

What I am submitting is dues to the employees in the former clause are

defined as wages, salaries and other dues; subsequently it is stated wages, bonus, provident fund, pension, gratuity and all that. Here a difficulty arises. Sub-clause (c) that all liability subsequent to the date of take over is the liability of the Corporation. But in (c) of sub-clause (2), they say that no liability prior to the appointed day shall be the liability of the Corporation. Appointed day is 1 April 1974. But the takeover day is from 1969 onwards. In one sub-clause they say that all liabilities subsequent to the date of takeover are the liabilities of the Corporation; in the other sub-clause, they say 'For the removal of doubts, it is hereby declared that no liability prior to the appointed day shall be the liability of the Corporation'. Clearly these are two mutually contradictory positions I know they will come out with the argument that 'Save as provided elsewhere in this Act' will save the clause. My submission is that 'save as provided elsewhere in this Act' must be exclusive of this clause. We are passing a clause. When you say 'elsewhere in this Act', it cannot mean in the same clause. So whatever is specified in that clause is covered by this. 'Elsewhere in the Act' can only be elsewhere in the Act exclusive of this clause, some other clause, not the same clause.

So there are two mutually contradictory positions. It is a stultification; it is a statutory fraud and should not be permitted. If these had come in two separate clauses, I could have objected after the first clause was passed saying that this is covered by the previous clause and you shall not pass the second clause. But they are clubbing the two together. So I am barred from raising my objection that way. But in essence the contradiction is embedded in this clause.

Therefore, my submission is that this is a clause inherently contradictory and consequently nugatory which is before us and should not be allowed to be put to the House. Hence my point of order.

MR. DEPUTY-SPEAKER: I am getting a little confused myself about it. You have raised a very pertinent point of order; you say that you are giving by one hand and taking away by another; that is what you have said.

SHRI B. P. MAURYA: I shall start with the same wording which the hon. Member quoted: "Save as other is provided elsewhere in this Act..." There are two definite positions covered by clause 5. Sub-clause 1(c) deals with the post take-over period as the hon. Member was kind enough to say. Sub-clause 2(a) deals with the period before the appointed day. The hon. Members view is that so far as the liabilities of the post take-over period are concerned, they are being owned by the Government, but according to sub-clause (2) (a). So far as the liabilities including the dues of the workers before the appointed day are concerned, they are not the liabilities of the Government. This is the idea of contradiction behind that provision.

The hon. Member further objected: how this "save as otherwise provided elsewhere in this Act" can be affective against one part in the very body of this clause. The Bentham's theory of legislation is very clear on this point. Every part of the clause has an identity of its own. They may be having different character. Not only this part will be applicable to the other section of the Act, but shall apply to its main body also. Anywhere if there is any provision contrary to this, i.e., sub-clause 2(a), it will also be covered. That is my submission.

SHRI SEZHIYAN: You say 'elsewhere in this Act', you do not say 'clause'. One clause can be taken as an entity; you can refer to the same clause. It will apply to some other clause, not the same clause.

SHRI VASANT SATHE: Unfortunately the explanation given by the hon. Minister has made confusion worse confounded. I am sure that if

[Shri Vasant Sathe]

he applies his legal mind, he will see the contradiction which is so glaring. We must take this as one clause, clause 5; we are going to pass clause 5 as one clause. 1 and 2 are sub-clauses of clause 5. We are not going to vote separately sub-clauses 1 and 2. Therefore clause 5 must be taken as a whole. Clause 5(1)(c) says: Wages, salaries and other dues of the employees of the sick textile undertakings in respect of any period after the management of such undertaking has been taken over by the Central Government is a liability, shall be a liability on and from 1st April 1974, of the National Textile Corporation and shall be discharged. This is what we want and the hon. Minister is right when he says that we take this responsibility. You are taking the responsibility from the date of the take-over. Let us not confuse the date with the appointed date, not from 1st April 1974 but in some cases even earlier. For instance, the Model Mills were taken over by the Government in 1959 under the Industries (Development and Regulation) Act. You say that from 1959 onwards—or whatever be the date in the case of various other mills—we shall be liable by virtue of sub-clause (1)(c). We are happy you are accepting this liability. But before the ink has dried, you say in sub-clause (2) "For the removal of doubts ..." etc. If sub-clause (2) was an independent clause, then the interpretation you are giving is all right. But that is not so here. Sub-clause (2) precisely refers to all that has preceded and says, "For the removal of doubts..." Which are the doubts? Doubts created by sub-clause (1). So, if there was any doubt in anybody's mind that workers are going to get anything, we are making it clear now and it says, "Save as otherwise provided elsewhere in this Act" Elsewhere we do not know where it is; we have to search for it. It is clear as sunlight.

"No claim for wages, bonus....

or any other dues in relation to any sick textile undertaking in respect of any period prior to the appointed date shall be enforceable against the Central Government or the National Textile Corporation."

That means, the period from 1959 to 1974 goes with one stroke. This is blowing hot and cold in the same breath.

SHRI S. M. BANERJEE: Sir, I appreciate Mr. Stephen's point of order. If you kindly read line 1 of page 5, it says:

"wages, salaries and other dues of employee, in relation to a sick textile undertaking in respect of any period after the management of such undertaking has been taken over by the Central Government."

In my amendment No. 77, I have said, "in respect of any period prior to and after the management of such undertaking has been taken over by the Central Government" I have said that the period prior to the taking over also should be taken into account.

MR. DEPUTY-SPEAKER: What are your amendments?

SHRI S. M. BANERJEE: Nos. 77 and 99. I would only request you to ask the hon. Minister to clarify the doubts and accept one of the amendments, either Amendment No. 94 or 99.

MR. DEPUTY-SPEAKER: Before coming to the amendments, let us deal with the point of order.

SHRI S. M. BANERJEE: This particular doubt can be removed only by accepting these amendments.

MR. DEPUTY-SPEAKER: We will come to that.

SHRI ERASMO de SEQUEIRA: Besides the point so well-explained

by Shri Sathe, I would like to bring your attention to one more thing. This appears to be an exercise in some sort of absurdity, because in sub-clause (c) it is stated that this shall be the liability of the National Textile Corporation and shall be discharged by that Corporation. Then, for the removal of doubts it is stated that it shall not be enforceable against the National Textile Corporation. In one breath you say "I accept the liability" and immediately you say "you cannot take action against me". This is a delightful law. In every second sentence you have something like this.

श्री० लक्ष्मी नारायण पाण्डेय . उपाध्यक्ष महोदय, जैसा कि अभी यहाँ ब्यवस्था का प्रश्न उठाया गया है, उस में जो एम्पाईटेंट डे बताया है यदि उस को नहीं निकला जाता है, उस के अन्दर संशोधन नहीं किया जाता है तो यह कम्प्यूजन बना रहेगा कि आखिर इस का दायित्व किस का होगा, कब से होगा ? इसलिए इस का संशोधन करना आवश्यक है और इस दृष्टि में इस को सुसंगत बनाना आवश्यक है। जो प्वाइंट आफ ऑर्डर उठाया गया है उस का निराकरण होना चाहिए। अन्यथा हम अर्थ को पारित करने से और कठिनाइयाँ बढ़ेंगी।

SHRI B. P. MAURYA: Just now this august House has approved clause 4 where, in order to take abundant precaution, necessary amendments have been put in sub-clause (6). Sub-clause (6) of clause 4, as amended, reads:

"If, on the appointed day, any suit, appeal or other proceedings of whatever nature in relation to any matter specified in sub-section (2) of section 5 in respect of the sick textile undertakings of the textile company is pending, the same shall not abate, be discontinued or be in any way prejudicially affected by

reason of the transfer of the sick textile undertakings of the textile company or of anything contained in this Act but the suit, appeal or other proceeding may be continued, prosecuted and enforced by or against the National Textile Corporation."

Moreover, to this clause itself, amendment Nos. 120 and 122 are also moved by me. Taking these amendments into consideration, it makes the position very clear that there are provisions at different stages of the Bill where the saving clause is provided.

Then, sub-clause (2)(a) of Clause 5 is not an independent clause. It cannot have an independent effect. I have been submitting in the very beginning that this will not be contradictory, if enacted, to sub-clause (1)(c) of clause 5. It is just an abundant precaution that is being taken by providing this that whatever litigation is there about the dues before the appointed day, they are to go against the owner. That is my submission. I think, this should make the position very clear.

SHRI SEZHIAN: Sir, clause 4, sub-section (6) says:

"If, on the appointed day, any suit, appeal or other proceeding..."

Suppose there is no suit, there is no appeal, and there is a clear liability already decided. What will happen? That will not be covered by clause 4, sub-section (6).

SHRI ERASMO DE SEQUERIA: I would suggest, if you say, "save as otherwise provided elsewhere in this clause or Act", that will make the position clear.

SHRI C. M. STEPHEN: Sir, the more you look at it, the more confusing it becomes....

MR. DEPUTY-SPEAKER: I can tell you I am all confusion myself.

SHRI C. M. STEPHEN: If you look at it, in (c), you say, "wages salaries and other dues". Mr. Banerjee has moved an amendment, asking for the Solicitor General's opinion, to explain what is meant by "other dues". Subsequently, you have omitted "salaries". In the place of "wages and salaries", you say, "wages and bonus". Then, you bring in "rent, taxes and all that" which have nothing to do with the workers. And then, you say, "provident fund, pension and gratuity". This is all provided in (c)....

SHRI B. P. MAURYA: If the hon. Member is coming to provident fund, pension and gratuity, I can clarify that position.

SHRI C. M. STEPHEN: I am not bothered about that now. I am now only bothered about the framing of it.

The first question is as to whether "save as otherwise provided" will by all canons of interpretation of a statute have the effect that "save as otherwise provided" will cover the other sentences in the same clause. It will not, according to me. This is a matter on which legal opinion is necessary.

Then the other question is as to whether "other dues" will include provident fund, pension, gratuity and all that.

My submission is that if these wages, salaries, bonus, provident fund, pension, gratuity, all these things, subsequent to the date of take-over are expected to be taken over by the Central Government and are expected to be enforceable against the Central Government or the Textile Commissioner, why must there be this clause? I do not understand.

If this is put, why does this thing come? The only purpose can be that

all the dues prior to the appointed day are set at naught by the subsequent clause. This mutual contradiction should not be accepted. The Statute then will be a mockery. We must not allow that.

SHRI S. M. BANERJEE: I would draw your attention to page 5 of the Bill where it is stated:

"(c) wages, salaries and other dues of employees of the sick textile undertaking, in respect of any period after the management of such undertaking had been taken over by the Central Government"

'Prior to take-over' was not covered, and that is why I have moved my amendment.

In Clause 2 the phrase 'Save as otherwise provided in the Act' will nullify the whole thing.

SHRI VASANT SATHE: Mr. Maurya is an eminent lawyer. But, as a colleague, I would like to bring to his notice one thing before he replies. He also knows that there is one very well known principle of interpretation, i.e. *Generalia specialibus non derogant*....

SHRI C. M. STEPHEN: What is the spelling?

MR. DEPUTY-SPEAKER: There I plead complete ignorance.

SHRI VASANT SATHE: It means that, if a general provision and a special provision appear in the same place, the special provision shall prevail and not the general provision.

MR. DEPUTY-SPEAKER: That is in our rules too.

SHRI VASANT SATHE: Here the general phrase is, "...and other dues of employees". My friend, hon. Shri Maurya has tried to say that the in-

tion is to save that. But the moment you say that the wages, bonus, provident fund, pension, gratuity and other dues shall not be the liability, by special provision, you are taking away the entire effect. This will have the effect of nullifying the whole thing completely.

SHRI C. M. STEPHEN: I want to make one more submission. Apart from all these and without prejudice to the contentions that are being put forward, I want to point out that there is another aspect to it. There are two legal concepts: one concept is that there can be a liability; the other concept is enforceable liability and non-enforceable liability. For example, if a debt is time-barred, it will remain a liability, but the only thing is that it cannot be enforced, it is not enforceable. Here they say that they take over the liability, but in the subsequent clause they say that, although they take over the liability, they hereby declare that it shall not be enforced against them. This is the total crudeness of the whole picture that is emerging. In one sense, you accept liability and at a subsequent place you say that it shall not be enforced. And you say that that is not the meaning. Then the mutual contradiction arises. It is an absurd proposition that is coming forward.

SHRI VASANT SATHE: It is utterly dishonest.

SHRI C. M. STEPHEN: Yes; it is utterly dishonest.

SHRI TRIDEB CHAUDHURI (Bengaluru): I would put just one question. What prevents him from putting these two clauses in line and making them consistent? The post-take-over liabilities are accepted. So, in clause 2 you also put that so that they are consistent.

SHRI ERASMO DE SEQUEIRA: Now let him come out with the real intentions.

SHRI B. P. MAURYA: My submission is that the hon. Members have raised two points. One is a legal issue and other about the scope of the liability. So far as the scope of the liability is concerned, that is not the issue at present. At present, the issue is, as raised by Shri Stephen, and also by other friends, how a provision which is provided in sub-clause (1) (c), the same is being taken away by another provision sub-clause (a). That is the only issue at present.

So far as the scope of the liability is concerned, when we come to that, we will be discussing it in detail. As I was submitting, in clause 4 previously—if you are kind enough to see clause 4—one amendment is moved by me. That is amendment No. 116.

SHRI C. M. STEPHEN: That has nothing to do with this.

SHRI B. P. MAURYA: ...which says:

Page 3, line 32,—

after "relating thereto" insert.

"and shall also be deemed to include the liabilities and obligations specified in sub-section (2) of section 5".

Sub-section (2) is basically sub-section (1) proviso and according to the amendment moved by me, it will become sub-section (2) of Section 5 if passed by this House. Thus, it has already been provided. The argument of Shri Stephen—I am not seeing him here now, I wish he was here—as also that of Shri Sathe is that you cannot take away the right given in one sub-clause in the same clause by another sub-clause. That has also been said by other hon. Members.

MR DEPUTY-SPEAKER: Let me get it clarified. The more we argue, the more confused we are.

SHRI SEZHIYAN: Take, for example, amendment No. 52. There, trying to amend the clause, they are going to exclude the section.

SHRI B. P. MAURYA: I am not pressing that amendment, as I said earlier.

SHRI S. M. BANERJEE rose.

MR. DEPUTY-SPEAKER: Mr. Banerjee, why not let me understand as to what are the issues involved.

SHRI S. M. BANERJEE: I want to understand. Now amendment No. 116 of Shri Maurya is:

"Page 3, line 32,—

after 'relating thereto' insert—

"and shall also be deemed to include the liabilities and obligations specified in sub-section (2) of section 5".

It means sub-section 2 of section 5 which says:

"For the removal of doubts, it is hereby declared that,—

- (a) Save as otherwise provided elsewhere in this Act, no claim for wages, bonus, rate rent, taxes, provident fund, pension, gratuity or any other dues in relation to a sick textile undertaking in respect of any period prior to the appointed day, shall be enforceable against the Central Government or the National Textile Corporation;"

He is actually including these liabilities also and obligations specified in sub-section (2). What is the necessity of having this provision at all?

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SHRI B. P. MAURYA: I can tell him that after the amendment it will

become sub-clause (3). We refer to sub-clause (2) as amended. That is, clause 1 will become 2, and clause 2 will become 3. So we are mentioning proviso one.

MR. DEPUTY-SPEAKER: Where is Mr. Stephen? He raised this very important point. He is not here...

SHRI VASANT SATHE: I am here.

MR. DEPUTY-SPEAKER: I am sorry, he should be here. He has raised certain points. I said a little while ago that 'the more I hear the arguments the more confused I become'. Well, in the first place, I am not a lawyer but I have a strong commonsense. After all, law boils down to commonsense. I have never studied law in my life. Let me make this confession....

SHRI S. A. SHAMIM (Srinagar): You have not missed much, I did!

MR. DEPUTY-SPEAKER: But the law that we make here affects not only lawyers,—the vaguer a law is, the more of a paradise it is for the lawyers,—but we are making a law for the common people, for those who will be affected by this law; they also should understand this. Now, if a person like myself finds it difficult to follow what is going on, then I can very well see that there is argument that a deeper look into this particular provision should be made. Why I tell you this is, I have the duty to see that a particular Bill before the House is passed. I also have the duty to see that the Bill is passed in all seriousness, in all responsibility. That is not only my duty, it is also the duty of the House to see we do not just pass things just like that. And when anything is brought to the attention of the House we must pay attention to that and to this extent I am grateful to Mr. Stephen, Mr. Sathe and other Members for having brought this to the attention of the House.

Whenever I come to this Chair to preside I hurriedly go through every Bill, the Statement of Objects and Reasons, the Financial Memorandum, certain other provisions and so on and so forth so that I may know what is the general trend but it is not possible for any Presiding Officer to go through every Bill clause by clause. It is not possible. It is not possible for any Member also.

SHRI SEZHIYAN: Even Ministers do not go into them.

MR. DEPUTY-SPEAKER: Minister or anybody. It is only those Members who specialise in that particular field who take a very keen look into these matters. Take this case of textiles. How many Members specialise themselves in this? It is only those who deal with textiles, Mr. Damani for instance, who are expected to know much more about this and persons like Mr. Banerjee, Mr. Stephon, Mr. Sathe, deal with the workers and the employees of textiles and they take this up. Now, as far as I could understand from the arguments there are two or three issues to be clarified.

I will take first a minor issue and this is connected with Mr. Banerjee's Motion seeking legal clarification. I would like the Minister to note down these points and help us to understand. In 5(i)(c) you speak of wages, salaries and other dues of employees without specifying what are the other dues whereas in 5 (2) (e) you spell them out. Now, whether the other dues at 5(1) (c) will also include the other dues at 5(2)(a) is a question of legal interpretation. Why should the vagueness be left there? Because it is provided leaves room for doubt. Who will settle this question? It means only courts. Why should you put the workers in that position that they will have to resort to court to get any redressal? Why not make it very clear here so that there is no question of going to court and getting legal

Then at 5 (1) (c) you say that these will be the liability of this Corporation in respect of any period after the management of such undertaking had been taken over, that is, from the date that the undertaking has been taken over which was some time in 1959. As from the appointed day which was April 1974, all the liabilities after the taking over will be the liabilities of the Corporation as from the appointed day. That is what you say at 5 (1) (c).

SHRI B. P. MAURYA: You are confused, Sir.

MR. DEPUTY-SPEAKER: I may be confused, I want to understand. At 5(1)(c) you say very clearly that any liability in respect of wages and other things from the day the undertaking is taken-over will, as from the appointed day, be liabilities of the Corporation. But here in (5) (2) (a) you say:

"(2) For the removal of doubts, it is hereby declared that.—

(a) save as otherwise provided elsewhere in this Act, no claim for wages, bonus, rate, rent, taxes, provident fund, pension, gratuity or any other dues in relation to a sick textile undertaking in respect of any period prior to the appointed day, shall be enforceable against the Central Government or the National Textile Corporation."

This is a contradiction as far as we can see.

SHRI B. P. MAURYA: There is no contradiction.

MR. DEPUTY-SPEAKER: Even if we believe there is no contradiction yet this question has to be decided by the courts. You leave it open for the courts to decide. Ultimately, who will interpret and lay down the law? It will be the courts.

That is to say, you are putting the

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which, they cannot afford. That is number 2.

Then you say this. The third point, as I understand it, is this. You are saying here 'save as otherwise provided elsewhere in this Act'. That is to say, this will over rule something which is a contradiction within the Clause. That is what you want to say.

Regarding the clause 'save as otherwise provided elsewhere in this Act', that is if it is otherwise provided in this act anywhere, than that will overrule. There is a contradiction in this clause Am I clear? We are discussing something very serious and I am trying to understand the objection.

SHRI VASANT SATHE: You are right there

MR. DEPUTY-SPEAKER: Now, You tried to refer to clause 4(6). You referred to that just now and then you also referred to clause 4(1) and you said that some amendments had been adopted and therefore this difficulty will not arise. That is what you say.

Now I would point this out to you. Again I am coming to the basic question. It is a question of interpretation. Just as you are trying to interpret here for our enlightenment and for our acceptance, the same thing may be claimed that this has to be interpreted by the court and the poor workers will have to go to the court. May I now point out the rules of this House?

The Members have made it very clear just now that this is a question of a contradiction within a clause. If it is the clause as a whole, then 'as otherwise provided in this Act' will apply. But, when it is a subclause within the clause, there it is a question of interpretation and it is for the court to decide whether the provision of a subclause within a clause

will exclude the application of the provisions in the Act. It is a question of interpretation.

In this connection, I would like to draw your attention to the fact that the rules of our House are very clear on this. The rules say that wherever any special provision is made for any particular Committee—we have Committees in this House—there are certain general rules that are applied to all the Committees. I think we are clear about it. We have certain and particular rules reference to a particular Committee, e.g., the Estimates Committee and the Public Accounts Committee. We have a provision here that a rule applying to any particular Committee will prevail over the general rule. I hope I am clear Now, I shall read out to you Rule No. 286 If you have the rules book, you can just look at it

It says:

"Except for matters for which special provision is made in the rules relating to any particular Committee, the general rules in this Chapter shall apply to all Committees; and if and so far as any provision in the special rules relating to a Committee is inconsistent with the general rules, the former rules shall prevail."

I think the Members have got it clear.

SHRI C. M. STEPHEN: That is what Mr. Sathe said in brief.

MR. DEPUTY-SPEAKER: I am saying that the special rules prevail. My point is, where something is specifically provided in a clause, whether that special provision within the clause will not prevail within that clause over what is provided in other parts of the Act. These are the questions, and therefore, I think that the points of order raised by Mr Stephen, Mr. Sathe and other Mem-

bers are very very valid points. We have to go into this question. We have to go into this matter thoroughly. I would not say that they are right and that you are wrong. I cannot say that. Off hand, I cannot do that. Ultimately, it will be for this House to decide. Ultimately, right or wrong, this House will decide. But, I owe it to the House and we owe it to the House that whatever we do must be with a clear understanding. Now, I tried to listen to you very very carefully. I have not been able to convince myself. I say, I got more confused. Therefore, I put it to you whether it will not be in the interest of passing a proper law that we consider this question at leisure and a little more at length. I have a power in my hands. I do not know whether I should enforce that. Rule 89 gives me this power. It says:

"The Speaker may, if he thinks fit, postpone the consideration of a clause."

I personally feel that he should come more prepared.

SHRI B. P. MAURYA: I am prepared, Sir. I would like to submit my points before you give your observation or your ruling on this.

मैं माननीय सदस्यों की भावनाओं का आदर करना हूँ। उन्होंने मिलों में काम करने वाले मजदूरों के हितों का हतन न हो इस सिद्धांत को सामने रख कर यह व्यवस्था का सवाल उठाया है। लेकिन अकेले मजदूरों के ही हितों का प्रश्न नहीं है। वे तमाम जिम्मेदारियाँ, वे तमाम ऋण, वे तमाम समझौते जो इन मिलों के मालिकों ने इस में पहले किए हैं उनका भी सवाल है। जहाँ तब मजदूरों के वेतन का, उनके प्राविडेंट फंड का, उनकी प्रेचुइटी का तथा उनके और ड्यूज का सवाल है उन तमाम के लिए व्यवस्था इसमें जितना मुश्किल हो सकता था की गई है। उस पर जब आये तो हम चर्चा करेंगे। एंड्रस और प्रेचुइटी पहले से ही निश्चित कर दी गई है और

कह दिया गया है चाहे प्री टेक ओवर पीरियड हों या पोस्ट टेकर ओवर पीरियड, उसकी नीकरी के पूरे समय को ध्यान में रखा जाएगा और उनका लाभ उसको मिलेगा। अगर माननां दस वर्ष प्री टेक ओवर—पीरियड उसकी नीकरी का है और बीस वर्ष पोस्ट टेक ओवर पीरियड नीकरी का है तो जिस समय वह रिटायर होमा पेंशन और प्रेचुइटी का लाभ उसको तीस माल का मिलेगा। यह व्यवस्था इस में है। जहाँ तक मजदूरों के और अखबारों का, उनकी तनखवाह का, उनके ड्यूज का प्रश्न है उस समस्या को बड़ी हद तक और बहुत बड़ी तादाद में हल करने का प्रयत्न लिया गया है। लेकिन अकेले मजदूरों की तनखवाह का प्रश्न नहीं है। उन तमाम कानूनी और गैर-कानूनी, गलत या सही तमाम लायारबिलिटिज की जाँच इन बीमार मिलों के मालिकों की थी उनका हमसे रास्ता खुल जाएगा मैंने निश्चय-पूर्वक कोशिश की थी मदन को और आपको, जो कुछ भी मैं समझना हूँ जो कुछ भी मैंने इसके बारे में जाना है बताने की और नए निवेदन करने की। अब हम नियम के प्राधार पर केवल व्यवस्था का प्रश्न यह उठाया गया है कि एक ही मैकगन में, एच ही क्लाज में दो कंटेडिक्ट्री क्लाज नहीं हो सकते हैं। लेकिन निश्चयपूर्वक लेजिस्लेशन का नियम पूरी दुनिया में यह रहा है कि एक ही क्लाज में साँग क्लाज हो सकते हैं। और वह सेविंग क्लाज बहुत सी रीतियाँ नीतियाँ में मुख्य क्लाज के विपरीत जाती हैं इसका यह अर्थ हरगिज नहीं होता कि मैं क्लाज को सेविंग क्लाज गर्ब न करेगा। मैं कांस्टीट्यूशन में ऐसे बहुत से उदाहरण दिखा सकता हूँ। प्रोवाइजो हमेशा होता है। पर मुख्य क्लाज को गर्बन नहीं करता।

SHRI RAJA KULKARNI: This is not a saving clause; this is a removal of doubts clause.

श्री श्री. पी. शैब : गरीबों के लिए श्री राजा कुलकर्णी के मन में जितनी भावना है, उस से लेश-मात्र भी कम मेरे मन में नहीं है। मैं ने आप से, और आप क द्वारा माननीय सदस्यों से, यह निवेदन किया है कि क्लज 4 में जो व्यवस्था की गई है, उससे यह समस्या हल हो जाती है। जहां तक लायबिलिटीज का सवाल है, वे सभी इसी सब-क्लज से गवर्न होंगी। खाली मजदूरों की नौकरी का प्रयत्न नहीं है, यदि प्री-टेक ओवर काल में, एपायटिड डे से पहले, कोई समझौता या राजीनामा किया गया है, कोई लिटिगेशन है, मिल को गिरवी रखा गया है, उस पर कोई कर्जा है या उस पर और बहुत सी लायबिलिटीज है, तो उन की जिम्मेदारी पहले मालिकों की होगी, सरकार या एन० टी० सी० की नहीं।

यदि कुछ माननीय सदस्य महसूस करते हैं कि इस बिल में यह जो व्यवस्था की गई है, उस को समाप्त करने से गरीबों का हित होगा, तो इस सम्बन्ध में उन के जो सशोधन आयेगे, इस सदन की भावना का आदर करते हुए, और गरीबों तथा मजदूरों के हितों को सामने रख कर, मुझे उन्हें स्वीकार करने पर कोई एतराज नहीं होगा। लेकिन इस को एक हथियार बना कर इस बिल को ब्लाक न किया जाये। इस तरह तो यह बिल ब्लाक हो रहा है। माननीय सदस्य इस के लिए सशोधन लायें यदि हम उचित समझेंगे, तो हम उन्हें स्वीकार कर लेंगे। लेकिन इस बिल को पास करने की कार्यवाही जारी रहनी चाहिए, यही मैं हाथ जोड़ कर आप से दिवेदन करना चाहता हू।

श्री एस० एन० बनर्जी : उपाध्यक्ष महोदय, मन्त्री महोदय जो सशोधन लाये हैं, उन के लिए हम उन्हें पहल भी बढ़ाई दे चुके हैं और आज भी दे रहे हैं हमारा अभिप्राय यह नहीं है कि इस बिल को हम पास न होने दे—इस को ब्लाक कर दें, और न कोई इस के लिए सत्याग्रह करने जा रहा है। मेरा

निवेदन यह है कि यह कानून बनने के बाद अगर इस में कोई खामी रह जाये, तो अखिर कोई टैक्सटाइल मजदूर, जिसकी हम सब यहां नुमायंदगी करते हैं, हाई कोर्ट या सुप्रीम कोर्ट तक तो नहीं जायेगा। हम लोगों ने एमेंडमेंट भूब किया है कि पेज 5 पर लाइन 9 से 13 तक तो—क्लज 5(2)(ए) को—ओमित कर दिया जाये। अगर मन्त्री महोदय इस एमेंडमेंट को मान लें, तो कोई गलती नहीं रहेगी।

SHRI J. MATHA GOWDER: Refer it to a Select Committee.

MR. DEPUTY-SPEAKER: Order, order. I have no doubt at all in my mind that the Minister feels passionately for the workers. Nobody has any doubt about that; specially—this is a personal note—he comes from that stratum of society where he has more reason to feel more concerned about them than others. I can also understand his anxiety to get the Bill through as quickly as possible. We share it with him. He has made a very impassioned speech. All the same, I feel that certain legal questions have got to be answered. Members have raised some legal points and I also tried to clarify those legal points in the form of questions. It will be only fair if the Minister should come forward with a well-thought-out statement meeting all these points that have been raised.

SHRI B. P. MAURYA: I have met all the points so far as the proceedings are concerned. I made all the points. If you pardon my interruption I have suggested that they could move amendment and there is no objection.

MR. DEPUTY-SPEAKER: I have tried to formalise those points and summarise the points of Members. There should be answered one by one.... I am not able to carry on, I hear too much of hissing sound. I

am dealing with something very important. He says: If you bring in amendments in order to remove this road block I am prepared to accept those amendments. That is what you said?

SHRI B. P. MAURYA: Yes Sir.

MR. DEPUTY-SPEAKER: That means that you yourself are conscious that there is a road block.

SHRI B. P. MAURYA: Pardon me if I have given you that impression. If this is the impression I am sorry for that impression. What I said was: we are now on clause by clause consideration. If there is something which cannot be agreed upon or if there is something objectionable to the Members they have every right to move amendments and they have already moved amendments. They can move amendments to correct those mistakes if there was any mistake according to their understanding. When we come to that stage we shall consider if there is any mistake and I shall try to satisfy them and I shall try to satisfy you also up to the last moment. We are now on clause by clause consideration. If there is any amendment from the side of any hon. Member that could be considered. But according to me this is in order and I have tried to satisfy the House about it. When we come to that stage we shall consider it.

MR. DEPUTY-SPEAKER: Will you allow me to finish my observation. We all appreciate that. In the light of the discussion that we have had, you on your own or some other hon. Members may feel it necessary to table amendments in the light of the discussion that we have had.

SHRI B. P. MAURYA: Not me.

MR. DEPUTY-SPEAKER: If the other Members want they also need some time. They could give amend-

ments today in order that they could come up tomorrow. You cannot have amendments just like that.

SHRI B. P. MAURYA: There are amendments that have already come.

MR. DEPUTY-SPEAKER: We are not talking of amendments now. We are talking of certain legal implications of this particular clause. A point of order was raised by Mr. Stephen. We are not discussing the amendments. Therefore I have said that it is right and proper that you should come or the senior Minister or even the Law Minister should come and clarify the legal implications. I am sorry. I will have to hold up further discussion on this clause until that comes. Meanwhile we can continue with the other clauses. This particular clause is held over.

SHRI SEZHIYAN: Sir I appreciate the decision given by you that we can hold over all the further discussion of this clause and go to clause 6. But clause 6 makes reference to clause 5.

MR. DEPUTY-SPEAKER: You can point it out at the time. Clause 5 is held over.

SHRI SEZHIYAN: If you refer to the proviso it makes a reference to clause 5. Unless you perfect that clause, clause 6 also cannot be disposed of. Clause 9 also refers to the provision contained in clauses 3, 4 and 5; so that clause also cannot be adopted. Again if you go to clause 18 it depends upon clause 9 which again makes a reference to clause 5.

MR. DEPUTY-SPEAKER: You can move a motion.

SHRI RAJA KULKARNI: Because of your ruling, what happens to the amendments to clause 5?

MR. DEPUTY-SPEAKER: Naturally they are held over along with the clause.

SHRI VASANT SATHE: I know the anxiety of the Minister and the Government to pass the Bill as early as possible. In view of the ordinance, it has to be passed in this session. If we have an informal committee of members interested in this from both the Houses, they can go through this Bill and the amendments and submit their report within 3 days

SHRI SEZHIYAN: I accept this suggestion. There are 38 clauses in the Bill and Mr Maurya himself has tabled 74 amendments. That means it is not a simple Bill. I assure you, there is no attempt on our part to obstruct the passing of this Bill and we shall cooperate to the extent possible to see that this Bill is passed in this session. I agree with Mr. Sathe that this Bill may be sent to a committee and the committee should be asked to give its recommendations before the coming Monday.

SHRI S. R. DAMANI: I have also moved some amendments. There are so many ambiguities in the Bill. Maharashtra Government have taken over about 8 or 9 mills and advanced about Rs. 4 crores. What will happen to those amounts? There is no provision about them

MR. DEPUTY-SPEAKER: I am not stopping you. I think you follow what we are discussing just now. Clause 5 has been held over, postponed, in view of the submissions made by the members. We are concerned with what follows. What is the next step?

SHRI S R DAMANI I support the suggestion that it should be referred to a Select Committee so that all points could be cleared.

श्री अशु सिन्हा: अध्यक्ष महोदय, हम एक विधेयक के साथ आजकल यहाँ हाता है और इसलिए अध्यादेश के जरिए कानून पास

करने के हैं खिलाफ है क्योंकि पार्लियामेंट की ज्वाइंट कमेटी को या सेलेक्ट कमेटी को मौका नहीं मिलता है और इसीलिए आज यह संकट उत्पन्न हुआ है। इसलिए श्री वसंत साठे ने बहुत ही एक व्यावहारिक सुझाव आप के सामने रखा है कि अनौपचारिक ढंग से तीन दिन के लिए या चार दिन के लिए एक कमेटी बनाइए, उस में इसे अंतिम जामा पहनाइए और अंतिम रूप देने के बाद आप इसे ले आइए। फिर यह एक दो घंटे में पास हो जायगा। इसलिए इस बिल के ऊपर मेरा सुझाव है कि अब बहस को स्थगित किया जाय। इतना ही नहीं मेरा यह भी सुझाव है कि अब सप्लीमेंट्री डिमांड पर बहस बंद ली जाय क्योंकि यह श्याम नदन मिश्र वाला आइटम नहीं लिया जा सकता।
 ... (इयबचान) ... अगर इस विधेयक पर बहस स्थगित करना है तो अगला आइटम भी हम लागा को छाड़ना पड़गा और सप्लीमेंट्री डिमांड पर बहस शुरू करनी होगी।

SHRI S. M. BANERJEE: Since you have kindly agreed that a detailed examination is necessary about clause 5 of the Bill, I would request you not to proceed with clause 6 also, because they are inter-connected.

MR. DEPUTY-SPEAKER: That point has been made by other members.

SHRI S. M. BANERJEE: There can be another round of discussion with the Minister and we can complete it by Saturday or Sunday.

SHRI DINESH CHANDRA GOSWAMI: So far as this proposal of Shri Sathe regarding this Bill is concerned, if you please look at rule 74, it deals with motions in regard to Bills.

MR. DEPUTY-SPEAKER: I have not accepted Shri Sathe's suggestion

SHRI DINESH CHANDRA GOSWAMI: He has given a suggestion that it should be an informal committee. I submit that the rules do not provide for a Bill being referred to an informal committee

डा० लक्ष्मी नारायण पांडेय उपाध्यक्ष जी, चूंकि कुछ शर्तों के कारण धारा 5 को स्थगित किया गया है और उम के बाद 6, 7, 8, 9 और 10 भी बिल्कुल उम की परिपूरण धरणाएँ हैं इसलिए आगे इस बिल पर चर्चा सम्भव नहीं है। इसलिए जो मुझाव मानर्न य श्री मधु लिमये जी ने रखा है कि इस विधेयक पर चर्चा को स्थगित किया जाये वह बिल्कुल उचित है। अब इस विधेयक पर चर्चा स्थगित की जाए और कृन्ग प्राइडम लिया जाय अन्व व शर्तों और बढ़ा जायगी। तथा कुछ धराओं को पारित करना और कुछ को स्थगित रखा जाना इस विधेयक पूर्णतः पारित नहीं हो पाता है और वह अधूरा हो रहेगा। अब इस पर पूरा तार से बाद में विचार हा।

SHRI ERASMO DE SEQUEIRA: The first point is that any discussion that takes place between the Minister and the members will, if anything, help the passage of the Bill and not delay it in any manner. I think it has been very rightly pointed out that the rules do not provide for the creation of an informal committee. I fully support Shri Goswami that we should not create precedents without thinking about them. So, I would appeal to you, if you agree, that the discussion should be postponed, and the Minister should hold informal discussion with the members.

MR. DEPUTY-SPEAKER: Let us be very clear and take a decision. Let us not have a further discussion. I have held over the discussion on clause 5. I had said that we can proceed with other clauses. Some Members have pointed out that because

other clauses are related to clause 5, it would be much better if we adjourn the discussion on the Bill itself. Now, the adjournment of the discussion on the Bill can be only on a motion to be moved by a Member under rule 100. It is not in my hands. That is for the House to decide.

I had also said,

SHRI S M BANERJEE: I have also given a motion to get the opinion of the Attorney-General.

MR. DEPUTY-SPEAKER: I am not concerned with that now. I am concerned with the adjournment of the discussion. Why don't the Members listen to me? If you listen to me, the things will be settled in no time. Please don't mix up that motion with this. I am now concerned with the adjournment of the discussion. This is for the House to decide.

SHRI MADHU LIMAYE: Mr. Raghuramaiah, don't coerce Members. I object to this proceeding?

MR. DEPUTY-SPEAKER: Order, please. I find it very difficult . . .

THE MINISTER OF WORKS AND HOUSING AND PARLIAMENTARY AFFAIRS (SHRI K RAGHU RAMAIAH): I am trying to help.

MR. DEPUTY-SPEAKER: If you want to help me, kindly allow me two minutes. When everybody talks, I cannot formulate my observation. In holding over this particular clause, I had also said (*Interruptions*). It becomes really very difficult. This is important. This is my direction.

In holding over this particular clause, I had asked the Minister to come forward before the House with a well-prepared statement, meeting the legal objections raised by Mr. Stephen, Mr. Sathe and others, and also certain observations which I had made after summarising all these

[Mr. Deputy-Speaker]

things, to clear the doubts of the Members. The Minister can do that on his own tomorrow or the day after tomorrow, whenever it suits him.

AN HON. MEMBER: Tomorrow.

MR. DEPUTY-SPEAKER: Whenever it suits his convenience.

He should come forward before the House after taking legal advice or, better still, if there are questions to be asked by Members, the Law Minister comes and clarifies the issues before we proceed further.

Now, about a committee proposed by Mr. Sathe, I do not think that is admissible. We have agreed on this that we must pass this Bill as quickly as possible because there are constitutional questions involved. It is a Bill to replace the Ordinance. It must be done. The Members on this side also have said so.

Informally, it is upto the Government, when it sees all these troubles, to call the Members, take them to confidence and sort things out with them. If they all agree, the things will go smoothly.

I think, in view of this, I will accept these motions under rule 109 to adjourn the discussion. There is a motion given by Mr. Sezhiyan and there is also a motion given by Mr. Limaye. I think, only one will do. I will put it to the House. He can move it or Mr. Raghu Ramiah can move it.

Let us understand it. The arrangement of business is that of the Government and the Speaker. For the moment, we adjourn this discussion and, if the Government comes forward before the House tomorrow with the same Bill, we will take it up.

SHRI K. RAGHU RAMAIAH: If we leave it at that indefinitely,

again a fresh motion has to come that the discussion be resumed.

Sir, you have indicated certain legal points to be clarified. We accept that. I would also like to point out that this Bill has to be passed not only here but it has also to go to the Rajya Sabha. There is that urgency also. We may say, therefore, here and now, that the Bill will come up tomorrow. By that time, my colleague will be ready with the necessary statement according to the direction that you have given.

MR. DEPUTY-SPEAKER: I would request the Minister of Parliamentary Affairs himself to move the motion as he wants it.

SHRI MADHU LIMAYE: Let it be adjourned to the next week. You can put my motion to the vote of the House.

SHRI C. M. STEPHEN: I move the following amendment to the motion moved by Shri Madhu Limaye:

for

'next week'

substitute

'next day, December 11, 1974.'

MR. DEPUTY-SPEAKER: I think, this matter can easily be sorted out. I will accept Mr. Stephen's amendment, though moved verbally.

SHRI MADHU LIMAYE: How is it possible to take it up tomorrow itself? We have to examine various amendments.

SHRI S. M. BANERJEE: Sir, I have gone through the amendments moved by the hon. Members and by the hon. Minister. 70 to 80 per cent of the amendments which have been moved have been accepted by the Minister. So, the difference has been narrowed down. I would request that this Bill be taken up tomorrow

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 itself, tomorrow afternoon, and finished substitute

MR. DEPUTY-SPEAKER: Now, let me put it to the House. I think, in view of the controversy....

AN HON. MEMBER: There is no controversy.

MR. DEPUTY-SPEAKER: Controversy about 'upto when it will be adjourned'. We may agree to anything, but I have to put it to the House. I will take Mr. Madhu Limaye's motion.....

SHRI SEZHIYAN: My motion is there.

MR. DEPUTY-SPEAKER: It comes to the same thing.

SHRI SEZHIYAN: I gave it first.

MR. DEPUTY-SPEAKER: I have selected Mr. Madhu Limaye's motion because he has mentioned the specific time. I would also accept the amendment moved by Mr. Stephen to this motion, so that we come to a decision.

I will read out Mr. Madhu Limaye's motion:

"Under rule 109, I move:

"That the debate on the Bill be now adjourned to the next week."

Mr. Stephen will go on record as having moved his amendment, namely,

"for
 'next week'

substitute

'next day, December 11,
 1974."

I will first put the amendment moved by Shri Stephen to the vote of the House. The question is:

"for
 'next week'

'next day, December 11,
 1974."

The motion was adopted.

MR. DEPUTY-SPEAKER: Now, I put the motion moved by Shri Madhu Limaye, as amended, to the vote of the House.

The question is:

"That the debate on the Bill be now adjourned to the next day, December, 11, 1974."

The motion was adopted.

MR. DEPUTY-SPEAKER: Now what do we do? We go on to the next item.

श्री चवरे: श्री रामानन्द निश्र ह
 नहीं, मन्त्रिमंडली विभागात् लोकोचरे ।

MR. DEPUTY-SPEAKER: The Minister for Parliamentary Affairs can help me here.

Here, we have a ticklish..(Interruptions). Why don't you listen to me? I want the Minister of Parliamentary Affairs, in particular, to listen to me because he can help here.

SHRI MADHU LIMAYE: He cannot.

MR. DEPUTY-SPEAKER: We have here another ticklish situation.

SHRI MADHU LIMAYE: He is an incompetent Minister.

SHRI K. RAGHU RAMAIAH: What did you say?

SHRI MADHU LIMAYE: I said, "Mr. Raghu Ramaiah is an incompetent Minister".

SHRI K. RAGHU RAMAIAH: 'Incompetent Minister'? You make that statement outside. You will be sued for defamation.

MR. DEPUTY-SPEAKER: Order, please.

SHRI P. G. MAVALANKAR: Please do not get excited.

SHRI DARBARA SINGH: He has used a language which he should not have used.

SHRI MADHU LIMAYE: 'Incompetent' is unparliamentary?

SHRI DARBARA SINGH: This is not the language.

SHRI C. M. STEPHEN: He arraigns the Prime Minister everyday and uses abusive remarks.

MR. DEPUTY-SPEAKER: Order, please. Let me take the thing upon myself, call me the incompetent Presiding Officer.

SHRI VASANT SATHE: Fortunately, neither you nor Shri Raghu Ramaiah need a certificate from Shri Madhu Limaya, of course. (*Interruptions*).

MR. DEPUTY-SPEAKER: Let us get on with the business. We have another ticklish situation in our hands and I would like the Members to help me out. Nobody expected that this kind of a situation would arise when the debate on this Bill would have to be adjourned. Therefore, naturally, Shri Shyamnandan Mishra in whose name the statutory resolution stands for the next Bill is not here. What do we do in the matter?

SHRI MADHU LIMAYE: I have already suggested that we adjourn the House.

AN HON. MEMBER: How can it be?

THE MINISTER OF STATE IN THE MINISTRY OF HOME AFFAIRS, DEPARTMENT OF PERSONNEL AND ADMINISTRATIVE REFORMS AND DEPARTMENT OF PARLIAMENTARY AFFAIRS (SHRI OM MEHTA): Every Member is expected to be here when an item of business in his name has been put down in the List of Business.

SHRI MADHU LIMAYE: If they want our co-operation, this is not the way. If they want to ride rough-shod, all right, we are also ready.

SHRI VASANT SATHE: Shri Shyamnandan Mishra asked me Shrimati Roza Deshpande was also there, 'Do you think this Bill will go on for the whole day?' I thought with all the commonsense that I had that this Bill with so many amendments would go on for the rest of the day. So, I had expressed inadvertently....

MR. DEPUTY-SPEAKER: We never anticipated that this would happen.

SHRI VASANT SATHE: So, I thought that the Bill would go on for the whole of the day and had expressed that to him. So, I cannot blame Shri Shyamnandan Mishra.

SHRI S. M. BANERJEE: May I make a submission?

MR. DEPUTY-SPEAKER: Let me hear him. Mr. Banerjee, you have a tendency of becoming very impatient nowadays.

SHRI VIKRAM MAHAJAN (Kan-
 gra): There are many other movers of the Resolution amongst whom Shri Mishra is one. So, it is not necessary that he should move the resolution.

SHRI S. M. BANERJEE: It may not be necessary, strictly speaking and technically speaking that is correct but we do not go on by mere technicalities here. He is the leading mover of the resolution. So we can take it up tomorrow. Now we may take up the Supplementary Budget.

MR. DEPUTY-SPEAKER: We are passing through very very difficult times and troubled times when the emotions are very high... (*Interruptions*). Now why do not Members listen to me? You go on talking. I will be here just to listen to you.

SOME HON. MEMBERS: Here comes Mr. Mishra, Sir.

SHRI SHYAMNANDAN MISHRA: Mr. Mishra is not ready to take it up to-day. I am not in a position.

SHRI C. M. STEPHEN: We were even on the point of postponing it till tomorrow.... (Interruptions).

SHRI SHYAMNANDAN MISHRA: Can anything be taken up at any time?

SHRI SEZHIYAN: We can adjourn now. Tomorrow we can sit one hour more.

SHRI K. RAGHU RAMAIAH: There is half-an-hour discussion.

SHRI SEZHIYAN: We will sit up to 7 O'clock tomorrow.

SHRI K. RAGHU RAMAIAH: There is half-an-hour discussion. At 5-30 if the Members don't agree?

AN HON. MEMBER: We all agree.

SHRI SEZHIYAN: We can sit one hour more and make up for the time lost today.

MR. DEPUTY-SPEAKER: Nobody wants to listen to the Chair. They only want to talk among themselves. My difficulty is, Members don't want to listen; they want to talk among themselves. If they want to talk among themselves, I will give them time, half-an-hour. You go on talking among yourselves....

PROF. MADHU DANDAVATE: We agree with the Minister of Parliamentary Affairs.

SHRI K. RAGHU RAMAIAH: Sir, I have talked to our friends there. We have all agreed that tomorrow we will sit till 8 O'clock and finish as much business as possible.

SHRI S. M. BANERJEE: I can commit myself only after consulting my wife.

SHRI K. RAGHU RAMAIAH: Half-an-hour discussion will have to be postponed by agreement to another day.

SHRI P. G. MAVALANKAR: The Member is absent and this is an important discussion. We don't want this discussion to be cancelled.

SHRI K. RAGHU RAMAIAH: The House can decide that it can be postponed to another day.

SHRI P. G. MAVALANKAR: Next week is the only week that is available. Please don't cancel the half-an-hour discussion. Half-an-hour discussion has to take place in regard to the subject of industrial development in Gujarat. That is very important.

SHRI K. RAGHU RAMAIAH: It can go to any other day—the Chair can decide,—not tomorrow. Chair can decide any other day.

SHRI P. G. MAVALANKAR: During this session?

SHRI K. RAGHU RAMAIAH: Yes, yes.

MR. DEPUTY-SPEAKER: If Members are prepared to listen to the Chair,—because the Chair should not join in lung-power in whatever it does,—firstly I will say that Mrs. S. M. Banerjee must be the luckiest lady in India today because when an honourable, senior alert, witty, effective, parliamentarian says that he has got to take....

SHRI S. M. BANERJEE: There is confusion. I said I have to consult Mrs. Mukul Banerjee.

MR. DEPUTY-SPEAKER: Then I think—I don't know—whether Mrs. Banerjee would serve you dinners to-night!

17.00 hrs.

SHRIMATI T. LAKSHMIKANTHAMMA (Khammam): Wives will make better Parliamentarians; next time we should have all wives as Members of Parliament!

MR. DEPUTY-SPEAKER: Now, in view of the consensus arrived at, I think, we shall proceed with that, namely, tomorrow we sit till 8 O' clock and the half-an-hour discussion is postponed to another suitable early date.

SHRI P. G. MAVALANKAR: The point is very few days are left of this Session...

PROF. MADHU DANDAVAT: I hope this adjournment does not involve any censure.

MR. DEPUTY-SPEAKER: It is gentlemen's agreement.

17.01 hrs.

The Lok Sabha then adjourned till Eleven of the Clock on Wednesday, December 11, 1974/Agrahayana 20, 1896
(Saka)