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HARYANA VIDHAN SABHA
COMMITTEE ON
PUBLIC UNDERTAKINGS
2019-2020
(FOURTEENTH VIDHAN SABHA)
SIXTY SIXTH REPORT

ON THE
REPORTS
OF THE

COMPTROLLER & AUDITOR GENERAL OF INDIA
ON PUBLIC SECTOR UNDERTAKINGS
(ECONOMIC AND SOCIAL SECTORS)

FOR THE YEARS ENDED 31ST MARCH, 2015 AND 31ST MARCH, 2016



(Presented to the Haryana Vidhan Sabha on March, 2020)
HARYANA VIDHAN SABHA SECRETARIAT, CHANDIGARH
2020

4/20

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**COMPOSITION OF THE COMMITTEE
THE COMMITTEE ON PUBLIC UNDERTAKINGS**

(From 10.05.2019 to 02.11.2019)

CHAIRPERSON

1. Shri Mool Chand Sharma, MLA

MEMBERS

- 2 Dr Raghuvir Singh Kadian, M L A.
3 Shri Abhay Singh Chautala, MLA
4 Shri Bikram Singh Yadav, MLA
5 Dr Kamal Gupta, MLA , M.L A
6 Smt. Seema Trikha, MLA
7 Shri Bishamber Singh Balmiki, M.L A
**8 Shri Rajdeep Singh Phogat, M L A
*9 Shri Tek Chand Sharma, MLA, MLA

(From 04.12.2019 to 31.03.2020)

CHAIRPERSON

- 1 Shri Aseem Goel, M L A

MEMBERS

- | | | |
|---|----------------------------------|--------|
| 2 | Shri Vinod Bhayana, M L A | Member |
| 3 | Shri Leela Ram, M L.A. | Member |
| 4 | Shri Ram Kumar Gautam, M L A | Member |
| 5 | Shri Bharat Bhushan Batra, M L A | Member |
| 6 | Shri Rajesh Nagar, M L A. | Member |
| 7 | Shri Chiranjeev Rao, M L A | Member |
| 8 | Shri Kuldeep Vats, M L A | Member |
| 9 | Shri Randhir Singh Gollen, M.L A | Member |

SECRETARIAT

1. Shri R.K. Nandal, Secretary
2. Shri Naren Dutt, Joint Secretary

* Shri Tek Chand Sharma, MLA has resigned from the Membership of the Committee on Public Undertakings on 06.08.2019 resignation accepted by the Hon'ble Speaker on 13.08.2019.

** Shri Rajdeep Singh Phogat, MLA has resigned from the Membership of the Committee on Public Undertakings on 03.09.2019 resignation accepted by the Hon'ble Speaker on 03.09.2019.

INTRODUCTION

I, the Chairperson of the Committee on Public Undertakings having been authorized by the Committee in this behalf of the Comptroller and Auditor General of India as Public Sector Undertakings (Economic & Social Sectors) for the year ending 31st March, 2015 relating to Haryana Agro Industries Corporation Limited and Haryana Warehousing Corporation Limited, (Review) and for the year ending 31st March, 2016 relating to Haryana Vidyut Prasaran Nigam Limited, Uttar Haryana Bijli Vitran Nigam Limited, Dakshin Haryana Bijli Vitran Nigam Limited, Haryana Financial Corporation Limited Haryana Forest Development Corporation Limited, Haryana Tourism Corporation Limited and Haryana Agro Industries Corporation Limited

The Committee examined the reports of the Comptroller and Auditor General of India on Social, General and Economic Sectors (Non-Public Sector Undertakings) for the year ended 31st March, 2015 and 31st March, 2016 and also conduct the oral examination of the representatives of the concerned Corporations/Boards and also orally examined the representatives of the Government/Public Sector Undertakings/Boards where necessary. A brief record of the Proceedings of the various meetings has been kept in the Haryana Vidhan Sabha Secretariat

The Committee is thankful to the Accountant General (Audit), Haryana and his staff for their valuable assistance and guidance during the deliberations. The Committee would like to express its thanks to the Additional Chief Secretary to Government, Haryana, Finance Department including his representatives of the Departments/Corporations/ Boards concerned who appeared before the Committee from time to time

The Committee is also thankful to the Secretary, Joint Secretary, officials of the Haryana Vidhan Sabha Secretariat for their unstinted, whole-hearted co-operation and assistance by them to the Committee

Chandigarh
The 24th FEBRUARY, 2020

SHRI ASEEM GOEL
CHAIRPERSON

REPORT

- 1 The Committee for the year 2019-2020 was nominated on 9th April, 2019 by the Hon'ble Speaker in pursuance of motion moved and passed by the Haryana Vidhan Sabha in its sitting held on 21st February, 2019, authorizing him to nominate the Chairperson/Members of the Committee on Public Undertakings for the year 2019-20 till the dissolution of the Assembly
- 2 On the constitution of 14th Assembly, the Committee for the remaining period of the year 2019-2020 was nominated on 03rd December, 2019 by the Hon'ble Speaker in pursuance of motion moved and passed by the Haryana Vidhan Sabha in its sitting held on 5th November, 2019, authorizing him to nominate the Chairperson/Members of the Committee for the remaining period of the year 2019-20
- 3 The Committee held total **40** meetings during the year at Chandigarh and other places upto 24th February, 2020 till the finalization of the Report

REPORT
REPORT OF THE COMPTROLLER AND AUDITOR GENERAL OF
INDIA ON PUBLIC UNDERTAKINGS (ECONOMIC AND
SOCIAL SECTORS) FOR THE YEAR
ENDED 31ST MARCH, 2015.

(Review)

2.2 Haryana Agro Industries Corporation and Haryana State Warehousing Corporation

(Review)

Custom Milled Rice

1. Para No.2.2.6 Allotment of paddy to Rice Millers

District Milling Committee 09 (DMC) constituted by State Government for each revenue district allots the rice miller mandi-wise to each PA on the basis of the paddy to be procured by it. As per the norms fixed by the FSC, the PAs are required to allot the paddy to each miller according to its milling capacity so that milling of paddy by rice millers is carried out timely.

However, examination of records of two year 10 (2013-14 and 2014-15) in PAs revealed that allocation of paddy to rice millers was not as per the norms as discussed below.

Haryana Agro Industries Corporation Limited.

- The Company did not allot paddy for milling during 2013-14 and 2014-15 according to norms in 75 and 47 per cent cases respectively. There was excess allotment in 34 and 11 per cent cases and less allotment in 41 and 36 per cent cases.
- Mandi wise excess and less allocation during 2013-15 in quantity terms ranged between 2 to 239 per cent and 1 to 86 per cent respectively.

Haryana State Warehousing Corporation

- The Corporation also did not allot paddy during 2013-14 and 2014-15 according to norms in 29 and 14 per cent cases respectively. There was excess allotment in 12 and 6 per cent cases and less allotment in 17 and 8 per cent cases.
- Mandi wise excess and less allocation during 2013-15 in quantity terms ranged between 2 to 65 per cent and 1 to 68 per cent respectively.

9 District Milling Committee constitutes the Deputy Commissioner of the concerned District as Chairman and District Food and Supplies Controller as member Secretary. The District head of procuring agencies including FCI and two nominees of rice millers are its members.

10 Data for previous years (2010-11 to 2012-13) was not made available to audit.

Thus, the PAs did not adhere to the norms for allotment of paddy to millers. Allotment of excess paddy to the millers than their milling capacity increases the risk of delay/non-delivery of rice to FCI in time. Audit noticed during 2012-13 and 2013-14, eight millers (seven of HAIC and one of HSWC) misappropriated paddy worth ₹28.47 crore (**Appendix 5**) who were allotted paddy more than their entitlements (ranging between 70 MT to 3,449 MT).

HAIC stated that paddy was allotted as per norms but there are variations from the milling capacity as they consider reasons like distance of millers from allotted mandis, past track record of the millers, facilities available at the mill etc. when making allotment of paddy for milling. The fact remains that there was excess allotment of paddy of upto 239 per cent to mills.

HSWC stated that there were variations in the paddy allotment from the milling capacity in view of its own working interest and every effort would be made in future to allot paddy strictly as per guidelines.

In their written reply, the State Government/Company stated as under:—

HSWC-

HSWC follows the policy/ Guidelines framed by the Govt. on the basis of which the allotment of Paddy to the Millers is done by the District Level Committee under the Chairmanship of Deputy Commissioner, of course after consultation with the Procurement agencies. Though the District Milling Committee tries to allot paddy as per the sanctioned milling capacity of the rice millers, yet it is not possible for the committee to do so due to various reasons. Allotment of paddy to the rice millers also depends upon the distance at which the shelling facilities of Rice Millers are located from the mandis allotted to the Agencies particularly in view of transportation charges to be borne by the Agencies beyond 800 km distance. Firstly, the paddy of the Agencies is allotted to the nearby Rice Millers from the purchase centres. Thereafter, the remaining paddy is allotted to the farther Rice Millers. The Millers having good past track record of giving timely delivery of CMR to FCI and also having sortex facility, are sometimes allotted paddy beyond their sanctioned milling capacity.

Therefore, in view of the position, sometimes paddy has to be allotted to some millers with minor variation from the sanctioned milling capacity of the Millers in view of the interests of Procuring Agencies themselves. However, every effort would be made by HSWC in future that its paddy is allotted to the Rice Millers strictly as per guidelines.

HAIC-

HAIC, follows the Policy/Guidelines framed by the Govt. The District Milling Committee under the Chairmanship of Deputy Commissioner allots the rice millers for milling of paddy after consultation with the District Incharge of the Procurement Agencies. Further, paddy is allotted to the rice millers as per installed milling capacity of the rice millers. In some cases, quantity of paddy allotted to the allotted rice millers was more than their installed capacity which was negligible as per details mentioned in the Appendix-5. The quantity in excess allotted paddy to some rice millers ranges

between 70 MT to 3449 MT as no other rice millers was allotted to the Company and the arrival/ procurement of paddy was on higher side. The Corporation had already lodged FIRs against the rice millers who failed to deliver the entire quantity of due CMR and recovery suits have also been filed against them. The names of M/s Bhagwati Rice Mill, Ratia and M/s Mahaluxmi Rice Mill, Ratia mentioned in the Appendix-5 and 6 as defaulting rice millers for KMS 2013-14 is wrong as the said rice millers had delivered the entire quantity of due CMR to the FCI and the Corporation has already received the payment of balance quantity of CMR from FCI. The name of M/s Mittasso Rice Mill, Narwana has also been mentioned in Appendix-6 of the report. However, the said rice miller has also deposited the entire cost of balance quantity of CMR alongwith interest thereon.

During the oral examination, the Committee was not satisfied with the reply of the Government. Therefore the Committee recommends that this para may be kept pending till further action taken by the Department/Corporation on the latest position regarding the loss of paddy amount.

2. 2.2.7.1 Loss due to misappropriation of paddy

For KMS 2012-13, 2013-14, 2013-14 and 2014-15 due date of delivery of rice was extended from March 2013 to January 2014, March 2014 to September 2014 and March 2015 to September 2015 respectively. We noticed that during these three KMS 19 millers 13 whom 8 45 lakh 14 quintal of paddy was allotted, did not deliver 1 64¹⁵ Lakh quintal of rice (due against 2 45 lakh quintal of paddy) and thus Rs 52 06¹⁶ crore as mentioned in Appendix 6 was recoverable as on 30 September 2015. PAs presented the postdated cheques kept as guarantee for the paddy of 11 millers who defaulted in delivery of rice. The cheques bounced and First Information Report (FIR) was lodged against these millers for misappropriation of rice.

Lapses noticed on part of PAs, which facilitated non delivery of rice were as follows -

- In case of HAIC, PV reports were not available whereas in case of HSWC, PV reports were deficient
- Miller¹⁷ was given paddy despite not being allotted by District Milling Committee
- Company not taking action of shifting of paddy from the premises of the defaulting millers¹⁸ who had not delivered any rice from the paddy allotted as per original delivery schedule.
- Defaulting millers¹⁹ of earlier KMS being allotted paddy despite there being instructions to the contrary

Thus non-adherence to guidelines of the State Government and non-obtaining of proper guarantee in the shape of FDR/blank guarantee for the milling of paddy, poor monitoring of the paddy stored in millers premises etc facilitated the misappropriation of paddy.

HAIC stated that in one case (2012-13) legal action had been initiated and in 10 cases (KMS 2013-14) it was to wait up to March 2016 for payment to be received in view of policy (September 2015) of State Govt. The reply was tenable as for KMS 2013-14, the said policy required millers to deposit 25 per cent of the due amount by 30 September 2015 and to give undertaking as well as post dated cheques for the due amount which however, was not complied by any of the miller.

HSWC stated that there was no physical shortage of stocks with the concerned miller and only the delivered rice was rejected by the FCI. Beside it has initiated legal action against the defaulting millers. The reply is not tenable as it was the responsibility of the miller to offer Fair Average Quality rice to FCI. During exit conference HSWC informed that it had recovered Rs 1.05 crore out of Rs 2.25 crore recoverable from one miller but did not furnish evidence in its support (November, 2015).

In their written reply, the State Government/Company stated as under:-

HSWC-

Larger part of this Para pertains to Haryana Agro Industries Corporation (HAIC) because as per audit observation, 19 millers (17 of HAIC & 2 of HSWC) had defaulted in giving delivery of CMR to FCI even in the extended period of delivery during KMS 2012-13 and 2013-14. As far as HSWC is concerned, it has initiated all legal/ criminal proceedings against the defaulting millers. In case of M/s Jayanti Rice Mill, legal/criminal proceedings initiated against this miller have already been informed to the audit. The latest status of the legal proceedings are available at **Annexure-2**. Legal proceedings against another Rice Miller namely M/s Ganpati Enterprises, Mustfabad (District, Yamuna Nagar) have also been initiated by filing a complaint under section 138 N.I. Act in a local Court at Jagadhari, later shifted to Ambala Court, for bouncing of cheques deposited by the Miller with HSWC as guarantee money. The case has been decided against the Corporation. The Corporation is going to challenge

| | |
|----|---|
| 13 | 17 millers of haic and two millers of HSWC |
| 14 | 88760 quintal of paddy for KMS 2012-13, 526850 quintal for KMS 2013-14 and 229100 quintal for KMS 2014-15 |
| 15 | 22540 quintal of rice for KMS 2012-13 valuing Rs 8.55 crore, 97410 quintal of rice for KMS 2013-14 valuing Rs 36.25.55 crore and 43730 quintal of rice for KMS 2014-15 valuing Rs 10.74 crore |
| 16 | Includes cost of rice plus penalty of 50 per cent of cost of rice due to non delivery plus interest at the rate of 11.83 per cent being minimum of the CCL rate prevalent during the period January 2014 to March, 2015 |
| 17 | M/s Boddh Parkash Rohit Kumar Rice Mill, Ambala |
| 18 | M/s Jai Maa Sharda mills, Naraingarh and M/s Mittal Rice & General Mill of HAIC |
| 19 | M/s Dayachand Rice Mill, Jind |

the verdict in upper Court (Arbitration proceedings were also initiated against this miller for recovery of the due amount from him. The Arbitration award has also been pronounced by the Learned Arbitrator which has been challenged in the Court at Jagadhari. The next date in this case has been fixed for 4.4.2019.

However, to the observation of the audit regarding allotment of paddy in excess of millers' capacity, non-obtaining of proper guarantee from the millers in the shape of FDR /Bank Guarantee to safeguard financial interests and poor monitoring of the paddy stored in the millers premises, etc. facilitated the misappropriation of paddy, it is mentioned that HSWC acts only as an agent of the State Govt for procurement of food grains meant for Central Pool and meticulously follows the Policy /guidelines framed by the Govt in this regard. It cannot deviate there from at all. Further, it also properly monitors the paddy lying with the millers by conducting its physical verification on regular basis. However, staff has been asked to attach stack wise physical position of stock with the PV reports in future. Apart from it, it is also added that in case of HSWC, there was no physical shortage of stocks with the concerned Millers and only the delivered CMR was rejected by FCI due to quality reasons and hence the shortfall in delivery.

However, on the terming of the above reply by audit as untenable on the ground that it was the responsibility of the miller to offer Fair Average Quality rice to FCI, HSWC does not differ with this observation of the audit as far as given responsibility of the millers is concerned but there is no lapse on the part of HSWC. It has taken appropriate action, whatever was required to be taken by it at that time and will further strengthen the monitoring and control mechanism on the basis of guidelines framed by the State Govt. Further, it is also mentioned that HSWC has recovered Rs. 158 crore out of its due amount (**Annexure-3**) and to realize the remaining amount, as already mentioned, legal proceedings have been initiated against the miller concerned.

HAIC-

As regards, the position of HAIC, there was only one miller who did not deliver complete rice for KMS 2012-13. The name of this mill is M/s Dalip Rice Mills, Narwana. Appropriate action has been taken by the Corporation in this case. FIR against the miller has been lodged for non delivery of complete rice/cost. Apart from this, arbitrator had also been appointed and the arbitrator had announced the award in favour of HAIC. Accordingly, HAIC has filed the execution application in the concerned court at Jind which is still pending in the court. The matter is followed regularly.

For KMS 2013-14, it is apprised that there were 6 parties in Ambala District and two each in Karnal and Jind Districts. Complaint under section 138 of the Negotiable Instrument Act, 1881 has already been filed, which are still pending in the concerned court. HAIC had filed FIRs and recovery suits against all the defaulting rice millers for KMS 2013-14 as per details given below -

| Sr. No. | Name of the Rice Miller | FIR No. | Remarks |
|-----------|--------------------------------------|---|--|
| A. | Ambala. | | |
| 1 | M/s Saini Agro Rice Mill | 0235 dt 25 06 2018 | Recovery suit filed |
| 2 | M/s Sandeep Rice Mill | 0236 dt 25 06 2018 | -do- |
| 3 | M/s Bodh Parkash Rohit Kumar | 113 dt 15 12 2016 | -do- |
| 4 | M/s Jai Maa Sharda Rice Mill | 0237 dated 25 06 2018 | -do- |
| 5 | M/s Shree Krishna Agro Foods | 114 dated 15 12 2016 | Proprietor expired and civil suit filed |
| 6 | M/s Mittal Rice & General Industries | Request made to SP, Ambala but till date no FIR has been registered | Recovery suit filed |
| B. | Karnal | | |
| 1 | M/s Maa Vaishno Foods, | FIR No 314 dt 29 07 2017 | Recovery suit filed |
| 2 | M/s Ambika Rice & General Mills | FIR No 0313 dt 29 07 2017 | Recovery suit filed |
| C | JIND | | |
| 1 | M/s Daya Chand Rice Mills, | Request made to SP on 19 02 2018 but till date no FIR has been registered | Recovery suit filed |
| 2 | M/s Mittaso India Private Ltd | | Miller had deposited the entire cost of pending CMR alongwith interest |

After the oral examination, the Committee recommended that the system must be improved and the defaulters who have been defaulted deliberately should be punished. The Committee also recommended that the status of Civil Suit filed by the Department before the Hon'ble Court be intimated to the Committee time to time.

Para 2.2.7.1
ANNEXURE-7

Draft paragraph for inclusion in the Audit Report PSUs (Economic and Social Sectors) of the Comptroller and Auditor General of India for the year ended 31st March 2014- Govt. of Haryana.

HARYANA STATE WAREHOUSING CORPORATION
Loss due to misappropriation

Non-compliance of the State Govt. Guidelines for the KMS-2012 and the terms of the milling agreement with the miller, had facilitated the miller to misappropriate the paddy. This has resulted in loss of Rs.6.10 crores to the Corporation.

Reply of the Corporation is as under:-

The Corporation is one of the State agencies for procurement of paddy and to get it milled through the millers who deliver custom milled rice (CMR) to FCI for Central Pool as per the instructions of GOI/State Govt. issued from time to time. During Kharif, 2012, the Corporation had entered into an agreement with M/s. Jayanti Rice Mill, Thol on 4.10.2012 for milling of 4000 MT HWC paddy. Accordingly, a total qty. of 41,197.45 qtls HWC Paddy Grade-A was lifted by the miller from the Thol mandi for its milling and subsequent delivery of CMR to FCI in HWC account as per milling schedule up to 31.03.2013 as per terms & conditions of agreement.

As per schedule prescribed in the agreement they had to deliver 27602.29 Qtls. of rice to FCI upto 31.3.2013 against which he could deliver only 9173.80 Qtls of CMR despite repeated correspondence and regular follow up/persuasion from time to time by DM, Kurukshetra. However, the miller further delivered a total qty. of 15844.85 qtls. of CMR to FCI within the extended period of delivery allowed by GOI upto 30.09.2013 leaving a balance quantity of 11957.44 qtls of CMR undelivered.

As regard excess allotment of paddy, it was only 120 MT and not 1120 MT as observed by Audit. In fact milling capacity of the mill was 3 MT/hr against which 4000 MT paddy was to be issued as per Govt. instructions, whereas 4120 MT paddy was lifted by the miller. As per Govt. instructions, the District Milling Committee may, after due consideration, allocate more paddy to the rice millers of the District, keeping in view the local conditions etc. Accordingly this was done with the approval of Distt. Milling Committee (Annex-I). The miller was also very much agreed to accept 41197.45 Qtls of Paddy & its equivalent delivery of CMR to FCI and accordingly the Miller had deposited additional security amount with HSWC without any protest.

During the storage of paddy with the miller, PV of stocks was conducted from time to time as is evident from the various consolidated PV reports (Annex-II). Even cross-circle PV of Paddy stored with this miller among others

was also got conducted on 6.8.2013 (Annexure-II/A). The miller had accepted the qty. of 41197.45 qtls. of paddy Grade-A and to deliver balance undelivered 12497 qtls. CMR as on 15.09.2013 in his letter dated 15.09.2013 (Annex-III).

The millers are used to maintain record of paddy received/CMR delivered to FCI in their mills and gave it to the concerned officials/Agency on their letter head as and when it is demanded. As regard issue release orders, it is clarified that due to shortage of staff, record/register is maintained at Warehouse level in which same procedure as in case of release order is adopted.

As per State Govt. guidelines shifting of of paddy from the laggard millers to some other miller was to be reviewed & allowed by the Distt. Milling Committee. Corporation was not supposed to do this at its own level. It is also pertinent to mention here this fact that no rice mill was available at Thol having paddy stocks less than its milling capacity to shift the paddy of this mill. All the rice mills were having qty. of paddy over & above their milling capacity during Kh-2012. Had this been done at that time by shifting balance HWC Paddy/rice stocks to our Warehouse, the Corporation would have borne huge financial losses on account of drage/shortages and also on that of transportation/labour charge expenditure etc. Moreover, at this belated stage no miller is found ready to lift the Paddy/rice stocks at book weight at his own expenditure to deliver the same to FCI after milling/upgradation and thus the recovery of such huge losses would not have been possible from this defaulter miller. Moreover, in that case no terrible action could have been initiated against the defaulter miller.

It is correct that FDRs were not encashed at that time keeping in view that recurring interest shall be passed on to the Corporation at the time of their encashment. But, later on, on the basis of audit observation, FDRs amounting to Rs.7,57,786/- Including interest were got encashed from the Bank.

However, for non completion of delivery of due CMR to FCI up to the extended date i.e. 30.09.2013; Corporation took following legal actions:

1. Corporation had served a legal notice to the miller through Advocate on dated 01.10.2013 to deposit the required amount as per the milling agreement.
2. Corporation immediately presented four cheques for Rs:30 lakhs each amounting to Rs. 1,20,00,000/- submitted by the miller with Agreement as a guarantee amount in SBI Thol. But these cheques were dishonored by State Bank of India with the remarks "insufficient fund". Consequent upon dishonor of these cheques, a complaint under Section 138/142 of Negotiable Instrument Act was filed in the Hon'ble court of Junior Division Magistrate at Pehowa and case has been decided in favour of the Corporation and the miller was awarded jail term. Now the miller has been released from jail after spending required time in jail.

3. Corporation lodged FIR no. 167 dated 26.11.13 against the miller at Police Station Ismailabad through SP Kurukshetra under Section 406, 420, 120 (B) for misappropriation of paddy/rice. The miller was arrested by the Police & put him in jail. This case has also been decided by the trial court at pehowa and ordered to release him from jail. The decision of the trial court has been challenged in upper Civil Court at Kurukshetra at Kurukshetra. Notice has been issued to the miller and the date of hearing has been fixed for 19.07.2018.

4. Besides above legal actions, as per arbitration clause of milling agreement, Arbitrator was also got appointed through the competent authority in this case.

In the terms of provision of the agreement, the miller was liable to pay Rs. 4,70,30,115/- as on 30.09.2013 which amount has further increased till date due to interest accrued thereon. The Arbitration award has since been pronounced partially in favour of the Corporation directing the miller to deposit an amount of Rs 4.18 crores with the Corporation. Not satisfied with this award, the Corporation has challenged the same in the District Session Court at Kurukshetra. Next date in this case has been fixed for 19.07.2018 for final arguments.

5. Further on the basis of this arbitration pendency case, Corporation had also filed an application in Kurukshetra Court to restrict the millers from selling/transferring their properties. Now after the pronouncement of the award and after having challenged the same both by the Corporation and the Rice Miller, the hon'able court has dismissed this application of the Corporation. Legal opinion is being taken to challenge this decision in the upper court.

Thus the Corporation has taken timely all possible legal course of actions against the Miller/partners for recovery of its due amount. The Corporation is, therefore, very much hopeful of realization of amount due from the miller through above mentioned legal courses of action under process.

Keeping in view the above submissions and facts of the case, para may kindly be dropped.

[illegible]

State Warehouse, Shahabad
Statement showing physical verification of HSWC paddy /CMR stock in Thol Mandi

| Sr. No. | Name of Mill | Grade | Paddy allotted to the miller Qtl. | CMR due Qtl | Rice delivered to FCI Qtl | Rice lying mill shade Qtl | Total rice Qtl | Paddy equivalent to rice delivered to FCI + mill shade Qtl. | Balance Qtl. |
|---------|---------------------------------|-------------------|-----------------------------------|---------------------|---------------------------|---------------------------|----------------|---|---------------------|
| 1 | M/s. Bansal Rice Mill, Thol | Grade-A Common | 46345.50 3329.20 | 30984.49 2230.56 | 6480 - | 4050 - | 10530 | 15716.42 - | 30629.08 3329 |
| 2 | M/s. Pappaya Export India Thol. | Grade-A | 39860.80 | 26706.74 | 5130.00 | 2700 | 7830 | 11686.57 - | 28174.23 |
| 3 | M/s. Jayanti Rice Mill, Thol | Grade-A | 41197.45 | 27602.30 | 4590 - | 2970 - | 7560 | 11283.98 | 29913.47 |
| 4 | M/s. Paraga Rice Mill, Thol | Grade-A Common | 44420.25 4035.85 | 29761.57 2963.03 | 6750 - | 4050.00 | 10800 | 16119.40 | 28300.85 4035.85 |
| 5 | M/s. Shiva Rice Mill, Thol | Grade-A | 31019.45 | 20783.03 | 7020.00 | 1350 | 8370 | 12472.54 | |
| 6 | M/s. Surya Rice Mill, Thol | Grade-A | 36081.86 | 24174.54 | 7030.00 | 1620 | 8650 | 12895.52 | 23186.34 |

SW/HSHD/CMR-PV/399 /2012-13 dated 2013

Sd/-

Manager, SW11, Shahabad

Submitted to the DM, HSWC, Kurukshetra for information please.

State Warehouse, Shahabad
Statement showing physical verification of HSWC paddy /CMR stock in Thol Mandi

| Sr. No. | Name of Mill | Grade | Paddy allotted to the miller Ql. | CMR due Ql | Rice delivered to FCI Ql | Rice lying mill shade Ql | Total rice Ql | Paddy equivalent to rice delivered to FCI + mill shade Ql. | Balance Ql. |
|---------|------------------------------|---------|----------------------------------|------------|--------------------------|--------------------------|---------------|--|-------------|
| 1 | M/s. Bansal Rice Mill, Thol | Grade-A | 46245.50 | 30984.49 | 12940.90 | 2737.10 | 15678.00 | 23400 | |
| | | Common | 3329.20 | 2230.56 | | | | 3329.45 | |
| 2 | M/s. Jayanti Rice Mill, Thol | Grade-A | 41197.45 | 27602.30 | 9180 | 1700.00 | 11880.00 | 17731.34 | |
| 3 | M/s. Parapa Rice Mill, Thol | Grade-A | 44420.25 | 29761.57 | 10800 | 5460.00 | 16260.00 | 24268.65 | |
| | | Common | 4035.85 | 2703.45 | | | | 4035.85 | |
| 4 | M/s. Shiva Rice Mill, Thol | Grade-A | 31019.45 | 27083.03 | 9706.10 | 2085.90 | 11792.00 | 13419.45 | |
| | | | | | | | | 17600 | |
| 5 | M/s. Surya Rice Mill, Thol | Grade-A | 36081.86 | 24174.84 | 11324.70 | 7832.30 | 18157.00 | 8981.85 | |
| | | | | | | | | 27100 | |
| 6 | M/s. Parapa Export, Thol | Grade-A | 39860.80 | 26704.74 | 11880.00 | 6479.34 | 18359.34 | 12458.30 | |
| | | | | | 65831.70 | 26294.64 | 92126.34 | 27457 | |

Sd/-

Manager, SWTI, Shahabad

State Warehouse, Shahabad
Statement showing physical verification of HSYWC paddy /CMR stock in Thol Mandi

| Sr. No. | Name of Mill | Grade | Paddy allotted to the miller Qtl | CMR due Qtl | CMR delivered to FCI Qtl | Rice lying mill shade Qtl | Total rice Qtl | Paddy equivalent to rice delivered to FCI + mill shade Qtl | Balance Qtl. |
|---------|------------------------------|-------------------|----------------------------------|---------------------|--------------------------|---------------------------|----------------|--|--------------|
| 1 | M/s Bansal Rice Mill, Thol | Grade A Common | 46245.50 3329.20 | 30984.48 2230.56 | 16200.00 - | 3911.00 | 20111 | 16228.50 3329.20 | - |
| 2 | M/s Jayanti Rice Mill, Thol | Grade A common | 44420.25 4035.85 | 29761.56 2704.02 | 13770 - | 6300.00 | 20070 | 14524.73 4035.85 | - |
| 3 | M/s. Pantapa Rice Mill, Thol | Grade A | 39860.80 | 26706.73 | 17550.00 | 4455.00 | 22005 | 7017.52 | - |
| 4 | M/s. Shiva Rice Mill, Thol | Grade A | 41197.45 | 27602.29 | 11610.00 | 6791.40 | 18401.40 | 13732.68 | - |
| 5 | M/s. Surya Rice Mill, Thol | Grade A | 31019.45 | 20783.03 | 11865.20 | 1404.80 | 13270 | 2213.48 | - |
| 6 | M/s. Pappala Export, Thol | Grade A | 36081.85 | 24174.83 | 12943.30 | 5213.70 | 18157.00 | 8981.85 | - |

State Warehouse, Shahabad
Statement showing physical verification of HSWC paddy /CMR stock in Thol Mandi

| Sr. No. | Name of Mill | Grade | Paddy allotted to the miller Qtl / KG | CMR due Qtl / KG | CMR delivered to FCI Qtl / KG | Rice lying mill shade Qtl / KG | Total rice Qtl | Paddy equivalent to rice delivered to FCI + mill shade Qtl / KG | Balance Qtl. | | | | | |
|---------|------------------------------|----------------|--|---------------------|----------------------------------|-----------------------------------|-------------------|--|-----------------|----------|---------------------|--------------|----------|--|
| 1 | M/s Bansal Rice Mill, Thol | Grade A Common | 46245.50 3329.20 | 50 20 | 30984.48 2230.56 | 49 56 | 22368 - | 20 - | 50 20 | | | | | |
| 2 | M/s Jayanti Rice Mill, Thol | Grade A | 41197 | 45 | 27602 | 30 | 12960 | 00 | 14642 | 30 | 27602.30 | 4242 | 00 | |
| 3 | M/s. Partapa Rice Mill, Thol | Grade A common | 44420 4035 | 25 85 | 29761 2704 | 57 02 | 17263 | 50 | 8902 1541 | 26 00 | 26170.76 1541.00 | 5339 1135 | 42 85 | |
| 4 | M/s. Shiva Rice Mill, Thol | Grade A | 31019 | 45 | 20783 | 03 | 13213 | 80 | 2464 | 20 | 15678.00 | 7619 | 45 | |
| 5 | M/s Surya Rice Mill, Thol | Grade A | 36081 | 85 | 24174 | 85 | 14562 | 41 | 9612 | 38 | 24174.79 | 5381 | 85 | |
| 6 | M/s. Pappaji Export, Thol | Grade A | 39860 | 80 | 26704 | 74 | 21330 | 00 | 5316 | 73 | 26706.73 | - | - | |

No. SW/HSID/CMR/Thol/2013-14

dated

Submitted to the DM, HWC, KKR for information and record please.

M/s. Jayanti Rice Mills

Counting of Rice- 15.9.2013

| | | |
|-------------------|-------------------|---------------|
| Machinery room | 3800 bags x 60 kg | 2280.00 |
| Rice room no.1 | 7050 bags x 60kg | 4230.00 |
| Rice room no.2 | 8020 bags x 60kg | 4812.00 |
| Gala rice room -3 | 1938 bags x 60kg | 1175.40 |
| | Total rice | 12497.40 qtls |

Sd/-

15.9.2013

Progress of paddy purchase CMR delivery Kharif, 2012 as on 31.3.13.

(Fig. in M13)

| Name of Mill | Progressive Purchase | | | Prog. Lifting | Name of Rice Mill | Agreement Executed Yes/No | Qty Contracted | Quantity Stored | | | CMR Due | Prog. Del of CMR | Total |
|--------------|----------------------|----------|-----------|---------------|----------------------|---------------------------|----------------|-----------------|----------|----------|---------|------------------|-----------|
| | Grade A | Common | Total | | | | | Grade A | Common | Total | | Grade A | Common |
| Madani | 20917.470 | 1616.400 | 22533.770 | 22533.770 | Pooja Rice Mill | Yes | 2000 | 2632.430 | | 2632.430 | 1764 | 1159.490 | 1159.490 |
| Innath-bud | | | | | Jagdish R. Mill | Yes | 2000 | 2441.725 | | 2441.725 | 1636 | 1186.545 | 1186.545 |
| | | | | | Kinela Trco | Yes | 2000 | 2135.010 | 214.725 | 2349.735 | 1574 | 1187.030 | 1187.030 |
| | | | | | Gang Rice Mill | Yes | 2000 | 2693.285 | | 2693.285 | 1804 | 1266.990 | 1266.990 |
| | | | | | Kocher Rice Mill | Yes | 1000 | 2052.990 | | 2052.990 | 1376 | 1267.030 | 1267.030 |
| | | | | | Swami Rice & Gen | Yes | 2000 | 1836.205 | | 1836.205 | 1230 | 1076.900 | 1076.900 |
| | | | | | Bannal Rice Mill | Yes | 4000 | 7125.825 | 1401.575 | 8527.400 | 5713 | 1373.875 | 1373.875 |
| | | | | | Mukund & Gen. Mill | Yes | 4000 | 6507.935 | 941.250 | 7451.185 | 4992 | 1725.635 | 1725.635 |
| | | | | | M. Shaktambini Tr Co | Yes | 4000 | 5236.945 | 507.955 | 5744.900 | 3849 | 1671.175 | 1671.175 |
| | | | | | S Q Trading Co. | Yes | 4000 | 4676.945 | | 4676.945 | 3134 | 1616.945 | 1616.945 |
| | | | | | Jai Mahal Genl | Yes | 4000 | 5596.885 | 142.975 | 5739.860 | 3846 | 1643.255 | 1643.255 |
| Ladwa | 22318.585 | 1594.180 | 28912.765 | 28912.765 | Lakshmi Rice | Yes | 2000 | 1697.920 | | 1697.920 | 1138 | 781.835 | 781.835 |
| | | | | | Lakshmi Rice | Yes | 3000 | 3601.955 | | 3601.955 | 2413 | 1847.280 | 1847.280 |
| | | | | | Lakshmi Rice | Yes | 3000 | 3608.185 | | 3608.185 | 2418 | 1240.290 | 1240.290 |
| | | | | | Lakshmi Rice | Yes | 3000 | 3608.185 | | 3608.185 | 2418 | 1240.290 | 1240.290 |
| Total | 22382.530 | 716.505 | 24619.035 | 24619.035 | Surpa | Yes | 3000 | 3608.185 | | 3608.185 | 2418 | 1240.290 | 1240.290 |
| | | | | | Enterprises | Yes | 2000 | 3101.945 | | 3101.945 | 2078 | 862.790 | 862.790 |
| | | | | | Shiva Rice Mill | Yes | 2000 | 3086.080 | | 3086.080 | 2671 | 1187.100 | 1187.100 |
| | | | | | Tajpura Export | Yes | 4000 | 4624.540 | 332.920 | 4957.470 | 3271 | 1294.090 | 1294.090 |
| | | | | | Bural Rice Mill | Yes | 3000 | 4119.745 | | 4119.745 | 2760 | 917.380 | 917.380 |
| | | | | | Jawant Rbl | Yes | 3000 | 4442.025 | | 4442.025 | 3267 | 607.500 | 607.500 |
| Total | 72118.585 | 3946.985 | 76065.570 | 76065.570 | Paripat Ram RM | Yes | 54000 | 72118.585 | 3946.985 | 72119.56 | 50964 | 23915.155 | 23915.155 |

Sd/-

District Manager, HSWC, Kurukshetra

1. The Manager (S&T), HSWC, Panchkula
2. The DFSC, Kurukshetra
3. The Area Manager, FCI, Kurukshetra
4. The Manager (QC), FCI, Kurukshetra.

M/s. Jayanti Rice Mills

| | | | | | |
|----|-----|---------|-------------|------|---------|
| 47 | 183 | 27.6.13 | 247,13.6.13 | 540 | 270.00 |
| 48 | 192 | 20.7.13 | 248,25.6.13 | 540 | 269.80 |
| | | | | | |
| 49 | 267 | 30.9.13 | 249,9.9.13 | 540 | 269.20 |
| 50 | " | " | 250,12.9. | 540 | 269.05 |
| 51 | " | " | 481,12.9 | 540 | 269.25 |
| 52 | " | " | 483,17.9 | 540 | 269.40 |
| 53 | " | " | 484,18.9 | 540 | 269.90 |
| 54 | " | " | 485,18.9 | 540 | 269.90 |
| 55 | " | " | 486,19.9 | 540 | 270.00 |
| 56 | " | " | 487,19.9 | 540 | 270.00 |
| 57 | " | " | 490,24.9 | 540 | 269.90 |
| 58 | " | " | 482,20.9.13 | 540 | 269.65 |
| | | | | 5400 | 2696.25 |

Sd/-
DM. HSWC, KKR

Haryana State Warehousing Corporation
SWH, Shahabad (H)

Stock position of HSWC paddy with Millers as on 31.7.2013

| Sl. No. | Name of Millers address | Variety | Opening stock | | CMR delivered to FCI as on 30.6.2013 | Balance with millers (Rice) | Paddy equivalent with millers | Remarks As per PV Paddy | Rice | Difference |
|---------|-----------------------------------|---------|------------------------------------|----------------------------|--------------------------------------|-----------------------------|-------------------------------|-------------------------|----------|------------|
| | | | Total Paddy allotted to the miller | Rice Brans due with miller | | | | | | |
| 1 | M/s. Bansal Rice, Thol | Grade A | 46245.50 | 30984.49 | 22368.20 | 8616.29 | 5245.50 | 5245.50 | 5101.50 | - |
| | | Common | 3329.20 | 2230.56 | - | 1494.48 | 3329.20 | 779.20 | 1908.50 | |
| 2 | M/s. Jayanti Rice, Thol | Grade A | 41197.45 | 27602.30 | 12960.00 | 14642.90 | - | - | 14642.30 | - |
| 3 | M/s. Pardeepa Ram Rice Mill, Thol | Grade A | 44420.25 | 29761.57 | 17268.00 | 12493.57 | - | 1596.00 | 1634.70 | - |
| | | common | 4035.85 | 2704.02 | - | 1811.69 | | | | |
| 4 | M/s. Shiva Rice Thol | Grade A | 31019.45 | 20783.03 | 13213.00 | 7571.03 | - | 7604.00 | 2700.00 | - |
| 5 | M/s. Surya Rice, Thol | Grade A | 36081.85 | 24174.81 | 14562.41 | 9612.44 | - | 6091.20 | 5531.00 | - |
| 6 | M/s. Pooja Export, Ltd. | Grade A | 39860.80 | 26704.74 | 21330.00 | 5374.74 | - | - | 5376.73 | - |

No.SW/HSID/OM/AC-2/1962013-14
Submitted DM, HWC, KKR.

dated 31.7.13

Details of paddy stored in the rice mill at Thol

Haryana Warehousing Corporation

Date: 6.8.2013

| Sl. No. | Name of miller | Qty. stored with miller | | Paddy issued equivalent to CMR to miller | CMR delivered to FCI | Balance qty. of paddy | | | Difference | Remarks |
|---------|---------------------------------|-------------------------|----------|--|----------------------|-----------------------|----------|-------------------|-------------|--|
| | | Bags | Weight | | | As per book Bags | Weight | As per PY Bags | | |
| 1 | M/s. Papnaga Export India, Thol | 107525 Gr A | 39860.80 | 31835.83 qtl. | 21330.00 qtl. | | 8024.97 | - | (-)8024.97 | 5376.74 qtl rice are lying in mill equivalent to balance paddy. |
| 2 | Barani Rice mill Thol | 132130 Gr A | 16245.50 | 33385.37 qtl. | 22368.20 qtl | | - | 12968 | (-)7672.93 | 5140.86 qtl rice lying in mill equivalent to paddy. |
| | -do- | 9512 (Common) | 3329.20 | - | - | 9512 | 3329.20 | 1949 | (-)3549.60 | 1708.23 qtl rice lying in mill equivalent to paddy. |
| 3 | M/s. Paraga Rice Mill, Thol | 128915 Gr A. | 44420.25 | 25773.13 qtl | 17268.00 qtl | | 18617.12 | 1824.00 | (-)16823.12 | 11271.20 qtl rice lying in mill equivalent to balance paddy. |
| | -do- | 11531 | 4035.85 | - | - | | 4035.85 | 1596.00 | (-)2439.85 | 1634.70 qtl rice lying in mill equivalent to balance paddy. |
| 4 | M/s. Jayanti Rice Mill, Thol | 117707 | 41197.45 | 19343.28 | 12960.00 | | 21845.17 | - | (-)21845.17 | 14642.20 qtl rice lying in mill equivalent to balance paddy. |
| 5 | M/s. Surya Rice Mill, Thol | 103091 | 36081.85 | 21734.94 | 14562.41 | | 14346.91 | 3075.60 | (-)11271.31 | 9724.16 qtl rice lying in mill, 7551.76 qtl rice is equivalent to balance paddy and 2182.27 qtl rice is excess which is Shiva Rice Mill as intimated by the owner of the Mill. |
| 6 | M/s. Shiva Rice Mill, Thol | 88628 | 31019.45 | 19720.90 | 13213.00 | | 11298.55 | 5943.20 | (-)5355.35 | 2182.32 qtl rice equivalent to 3257.19 qtl Paddy in Surya Rice Mill and 1405.76 qtl rice is lying in mill equivalent to balance paddy i.e. 2098.10. |

Annexure - II

Tin No--06732317320
MCL -Ph - 0416
9476

Subject To Kurukshetra Jurisdiction Only

**M/s. JAYANTI RICE MILL**

THOL, Distt. Kurukshetra (Haryana)

नै० जयंती राईस मिल, ठोल जिला कुरुक्षेत्र हरियाणा

Ref No

Dated

15.9

Total Paddy - 41197.45
 CMA due = 23602.30
 Delivered For = 15104.92
 Balance = 12497.38

4100260 = 2460 अंश
 7130260 = 4275 अंश
 8742260 = 5345 अंश
 1028250 = 514-00 अंश

12497.00

Current 5.15/4

M/S Jayanti Rice Mill
 Jasbir Singh
 Partner

2.2.10 Internal Control

3. 2.2.10.1 Internal Control

Internal control is a management tool used to provide reasonable assurance that the management's objectives are being achieved in an efficient, effective and orderly manner. A review of the internal control structure adopted by PAs showed that they were inadequate and not commensurate with the size of their operation. In view of the deficiencies pointed out elsewhere and from the following

Haryana Agro Industries Corporation Limited.

- The Company did not have accounts manual clearly specifying duties/responsibilities at each level of Management
- The Company did not conduct mandatory fortnightly physical verification of stock of paddy and resultant rice produced, kept in joint custody with the millers, in violation of instructions of State Government on CMR. This non conducting of physical verification of stocks resulted in cases of misappropriation of paddy
- The System of timely claiming of dues from FCI was deficient
- **Misappropriation of Rice**

HAIC godowns at Jind was rented out to FCI on yearly basis. The responsibility for storage, preservation and the custody of the stocks rested with the HAIC staff and in case of loss due to deterioration of stock or abnormal storage losses, FCI was to recover the same from HAIC. In May 2013, while delivering the stock of KMS 2010-11, shortage of 1595 quintal of CMR valuing Rs 0.41 crore was noticed. FCI recovered the same from the rent bills in November 2013. An FIR against the defaulting officials was lodged in September 2013 and departmental proceedings were pending till date (November 2015).

- **Misappropriation of gunny bags.**

As per practice prevalent in HAIC, the gunny bags were issued by the store keeper to the mandi-in-charge on requirement basis for packing of paddy/CMR and PV of these gunny bags was to be conducted annually on 31 March.

We noticed that for the year 2012-13, PV was not conducted at Pipri Godown in March 2013 and was belatedly conducted in December 2013 when shortage of 5.65 lakh gunnies was detected. A Committee was constituted by the HAIC, Head Quarter in January 2014 which reported (May 2014), shortage of 7.18 lakh jute bags valuing Rs 3.02 crore. Though departmental action had been initiated against employees, audit observed systemic differences in internal control and monitoring remained.

The above stated deficiencies had affected the proper monitoring and supervision of different function of the Company and also rendered its internal control system weak

HAIC stated that internal control are commensurate with the size and nature of the business but the above points of inconsistency of allocation of paddy to the millers, misappropriation of paddy due to non conducting of PV at timely intervals delay/non raising of claims to FCI/millers etc point to be contrary

Haryana State Warehousing Corporation

The Corporation did not have an accounts manual specifying duties /responsibilities at each level of management There were delays in submission of bills to FCI and receipt of payments thereof showing internal control procedures were not commensurate with the size and activities of the Corporation

During exit conference HSWC informed that it had taken decision to prepare its accounts manual for its activities

In their written reply, the State Government/Company stated as under:—

HAIC-

HAIC had appointed firms of Chartered Accountants to conduct the Internal Audit of the Corporation The Internal Control system prima facie commensurates in accordance with the size of the Company and the nature of its business The Management has delegated powers to the Officers and duties at each level have been assigned

The accounts of the Company are being maintained as per the provisions of the Companies Act The Management had delegated powers to the Officers and duties at each level have been assigned

The Corporation is facing acute shortage of staff as pointed out by the Audit in para No 2 2 9 However, it is submitted that physical verifications of the stocks are being carried out by the available staff

The bills/claims have been raised to FCI on time after following due procedure In the case of any delay in submission of bills/claims to FCI, the reasons for delay have been explained in above paras

HAIC had lodged FIR No 713 dated 04 09 2013 against the erring officials at Police Station, Jind The Police Authorities had carried out investigations in the matter and arrested the concerned officials The matter is sub judice in the Hon'ble Court at Jind

HAIC had lodged FIR No 227 dated 12 06 2014 against the erring officials at Police Station, Kurukshetra The Police Authorities had carried out investigations in the matter and arrested Shri Gurbax Singh, the then store keeper The matter is sub judice in the Hon'ble Court at Kurukshetra

HSWC-

It is true that the corporation is not having any accounts manual for Accounts, purchase, construction and Audit, but it would not be out of place to mention here that -

The Corporation being a PSU is following the instructions issued by the Finance Department, State Government and as well as the Govt of India on financial matters

During the oral examination, the Committee was not satisfied with the reply of the Government. The Committee observed that the matter relating to this para is pending before the Hon'ble District Court of Jind and Kurukshetra. Therefore, the Committee recommended that this para be kept pending.

4. 2.2.10.2 Internal Audit.

Haryana Agro Industries Corporation Limited.

The Company adopted (March 2014) an internal audit manual Internal audit of field units was conducted by a firm of Chartered Accountants (CAs) which did not point any system lapses/deficiencies and was restricted mainly to deficiencies in cash, bank and journal vouchers, discrepancies in stock items and improper maintenance of store registers etc The Company had not prescribed any system to prepare action plan for internal audit based on risk factors

During exit conference the Company stated that efforts would be made to strengthen the internal audit of the Company

Haryana State Warehousing Corporation.

An internal audit cell was created in September 2013 The Corporation had neither prepared any internal audit manual nor prescribed the scope and extent of checks to be exercised in internal audit Internal audit of Head Office where major expenditure/decisions were taken had never been conducted During the year 2013-14 only three circle offices out of nine circle offices were audited and during 2014-15 no unit was audited The internal audit reports were mainly restricted to areas like cash, storage bills, maintenance of books of accounts and no system deficiencies were reported

HSWC admitted that facts and stated that it had initiated the process for appointment of internal auditors

In their written reply, the State Government/Company stated as under:—

HAIC-

HAIC has prepared audit manual and the same had been approved by the Board of Directors in their meeting held on 24 03 2014 The internal audit is being conducted by the firms of Chartered Accountants (CAs) in accordance

with the audit manual and guidelines issued by the Company. The lapses and deficiencies pointed out by the internal auditors in their report are being examined and necessary corrective measures had been taken where necessary. In case the observations of the internal auditors are not settled, the internal auditors point out the same in their subsequent audit reports till the observations are settled.

HSWC-

Due to acute shortage of staff, the audit of warehouses, District Offices and the Head Office could not be conducted. The duties of Internal audit are confined to the areas like Cash, timely submission of storage charges bills, maintenance of accounts books, checking of submission of sales bills of wheat and paddy and allied functions which the audit have been doing and any deficiency observed, is reported to the Managing Director. Besides audit, the audit is also required to vet the House building advances etc. at Head office. The corporation has appointed a firm of Chartered Accountant as Internal Auditor vide this office letter No HSWC/Accts/2016/16884 dated 31.05.2016 for the financial year 2016-17 and letter No HSWC/IAO/2018/23139 dated 27.07.2018 for the financial year 2017-18 in which scope and extent of checks have been laid down to have a more transparent picture of working of the District Offices/Head Office.

The Committee was not satisfied with the reply of the Department/Corporation. Therefore, the Committee recommended that this para be kept pending and the internal audit of this para for the year 2014-15 be conducted and the report be submitted before the Committee. The Committee also recommended that the internal audit of the Corporation be conducted regularly.

REPORT

REPORT OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA ON PUBLIC UNDERTAKINGS (ECONOMIC AND SOCIAL SECTORS) FOR THE YEAR ENDED 31ST MARCH, 2016.

Haryana Vidyut Prasaran Nigam Limited

5. 3.1 Failure to enforce terms of Notice Inviting Tenders

Lack of timely action to enforce terms of NIT relating to validity of security bid coupled with issue of purchase orders before signing of contract resulted in firm backing out from contract after being declared the lowest bidder. The Company has yet to recover the bid security of Rs.48 lakh.

The Company invited (October 2013) tenders for supply, erection, testing and commissioning of 220 KV transmission lines in Panchkula area on turnkey basis. As per the Notice Inviting Tender (NIT), the bidders were required to furnish a bid security of ₹48 lakh valid for a period of seven months from the date of opening of bids and beyond for any extension subsequently required. The successful bidder was required to sign the contract agreement within thirty days of the notification of award (letter of acceptance by the Company) and submit a performance guarantee @ 10 per cent of the contract price. The security was forfeitable if the successful bidder failed to sign the agreement or furnish the required performance bank guarantee within the specified period.

In response to the NIT, three offers were received and the notification of award was issued to the lowest bidder for a value of ₹26 60 crore. The awarded bidder had submitted Bank Guarantee (BG) of ₹48 lakh valid up to 31 July 2014 subsequently extended up to 30 September 2014. The Letter of Acceptance (LoA) was issued on 01 July 2014 for ₹26 60 crore.

In terms of the NIT, the contractor was required to sign the contract agreement and submit required Performance Guarantee (PG) of ₹2 66 crore in the shape of BG by 31 July 2014. The Company issued (16 September 2014) the purchase order though the contract had yet to be signed. The contractor did not deposit the PG of ₹2 66 crore. The Company took up the matter of signing of the contract on 22 September 2014 i.e. after expiry of required period of 30 days for signing the contract agreement and submission of the PG followed by reminders for bid security (October 2014 and November 2014). The BG lapsed on 30 September 2014.

The purchase order was eventually terminated on 11 March 2015 and reawarded (November 2015) to another firm at a cost of ₹29 20 crore. The Company had made payments of ₹8 10 crore till July 2016.

Audit observed that the bid security which is an instrument to draw assurance that the selected bidder would sign the contract and in the event of default lose the bid security amount had lapsed on 30 September 2014 and there was no effort on the part of Company to ensure its extension. The Company should have ensured the continued validity of the bid security when it took up the matter of signing of the agreement on 22 September 2014 which was done only 8 days prior to expiry of the bid security validity of 30 September 2014.

Government stated (August 2016) that the firm had been blacklisted for three years and ₹48 lakh which were liable to be forfeited would be recovered from the contractor alongwith risk and cost amount after completion of remaining work.

The reply is not tenable as timely action by the Company to ensure the validity of the BG of ₹48 lakh as well as signing of the contract before issue of purchase order would have averted the situation and deterred the firm from backing out from the contract after being declared the lowest bidder.

In their written reply, the State Government/Company stated as under:—

The tender enquiry no REC-126 was floated through NIT No 677 dated 31 10 2013 for supply, erection, testing and commissioning of 220 KV Transmission Lines in Panchkula area on turnkey basis with the due date opening 16 12 2013. The bid security of Rs 48 Lacs having validity of seven calendar months from the date of opening of bids was required to be submitted along with the tender. The bids were opened on 30 12 2013 and three bidders had submitted their bids. All the three bidders had submitted Bid security of Rs 48 Lacs each in the shape of Bank Guarantees which were valid upto 31 07 2014. After technical evaluation of all the three bidders the price bids of all the bidders were opened on 26 02 2014. Accordingly after financial evaluation and approval of Utility Level High Powered Purchase Committee (ULHPPC) the LOA amounting to Rs 26 60 Crores separately for Supply & erection were issued to M/s Varrsana Ispat Limited, New Delhi on dated 01 07 2014. POs placed vide memo No HDP-2032 and 2033/REC-126/XEN Projects/Sub/stn Dt 16 9 2014. The PO and LOA was duly accepted by firm vide letter dt 13 10 2014 and 26 8 2014 respectively thus legal binding contract had come into existence.

M/s Varrsana ispat Limited vide letter dated 07 07 2014 requested for revision in percentage of Excise Duty mentioned in Supply LOA from 10.3 % to 12.36%. With the approval of Whole Time Directors of HVPNL the revised LOA for Supply portion was issued on 21 08 2014. Meanwhile, the bid Security submitted by M/s Varrsana Ispat Limited, New Delhi was got extended upto 30 09 2014. The Purchase Orders were issued on 16 09 2014. M/s Varrsana Ispat Limited, New Delhi vide letter dated 22 09 2014 followed by reminders dated 14 10 2014, 30 10 2014, 10 11 2014, 21 11 2014 and 03 12 2014 was

requested to furnish Performance Bank Guarantee and sign the contract agreement as per provision of Bidding Documents

The firm's representative attended the meeting on dated 08 12 2014 and conveyed that they were committed to do the project and will submit the PBG soon. A meeting with the proprietor of the firm was fixed on 11 12 2014 at 03 30PM in which they were to intimate the date of signing of contract and submission of PBG. But, the firm had not attended the meeting on 11 12 2014.

After that, a notice of termination of 15 days duly vetted from LR, HVPNL was served upon M/s Varrsana Ispat Limited, New Delhi vide letter dated 31 12 2014 (**Annexure-I**). In response thereto to M/s Varrsana Ispat Limited, New Delhi vide letter dated again intimated that they were keen to execute the project and requested HVPNL to sign the contract and also requested that amount of PBG may be deducted from their running bills on pro-rata basis.

Thereafter, the final notice of termination and execution of contract at the risk & cost of the firm was served upon M/s Varrsana Ispat Limited, New Delhi vide letter dated 12 02 2015 (**Annexure-II**).

As the firm failed to submit the PBG, signing of contract and start the work awarded vide PO No HDP-2032 & 2033/REC-126/Xen/Projects (S/Stn) dated 16 09 2014 to M/s Varrsana Ispat Limited, New Delhi were terminated and M/s Varrsana Ispat Limited, New Delhi was blacklisted for 3 years vide letter dated 11 03 2015. It was also decided to get carried out the work at the Risk & Cost of M/s Varrsana Ispat Limited, New Delhi.

Now the Risk and Cost work order has already been awarded to M/s Fedders Lloyd Corporation Limited, Noida vide LOA dated 27 11 2015 (**Annexure-III**). The copy of contract agreement has also been sent to M/s Varrsana Ispat Ltd vide office memo no Ch-6/HDP-2115-16/REC-139/Xen/Projects(TL) dated 08 01 2016 (**Annexure-IV**). It is also informed that the Rs 48 Lacs which were liable to be forfeited would be recovered from M/s Varrsana Ispat Limited, New Delhi alongwith Risk & cost Amount in due course of time i.e. after completion of work by M/s Fedders Lloyd. The relevant clauses of commercial document are as under -

Clause 45 of COC Nature of Contractor's Default

Payment after termination

The Employer shall not be liable to make any further payments to the contractor until the works have been completed. When the works are so complete, the Employer shall be entitled to recover from the Contractor the extra costs, if any, of completing the works after allowing for any sum due to the contractor under sub-clause 45.3. If there is no such extra cost the Employer shall pay any balance due to the contractor.

In view of the position explained above, although the BG for Earnest money i.e. Rs 48 Lakh was valid up to 30.09 2014 yet the firm never intended to

submit the PBG and sign the contract. Rather the firm was insisting to revise the LOA in lieu of Excise Duty revision. The procurement case for turnkey works was decided at ULHHP/HPHC level. The case was decided and LOA was issued on 01/07/2014. On request of the firm, with the approval of Whole Time Directors of HVPNL, the revised LOA for supply portion was rectified/amended on 21/08/2014. The Earnest Money was valid upto 30/09/2014. Further,

Since, the Rs 48 Lacs would be recovered from M/s Varrsana Ispat Limited, New Delhi, alongwith the Risk & Cost Amount, there is no financial loss to the Nigam. The Risk and Cost work order has already been awarded to M/s Fedders Lloyd Corporation Limited, Noida vide LOA dated 27/11/2015 against REC-139. Now, the contract agreement REC-139 has been signed and the copy of contract agreement has also been sent to M/s Varrsana Ispat Ltd on 08/01/2016 for intimation to deposit the project amount against risk and cost. Moreover, a Notice of Demand after verified from LR/HPU was issued vide memo no Ch-107/HDP-2115-16/REC-139/Xen/ Projects (TL) dated 08/11/2016 (Annexure-V) to M/s Varrsana Ispat Ltd vide which it was directed to deposit interim amount of Rs 5,73,65,483/- (which also includes Rs 48 lacs in lieu of bank guarantee submitted as bid security) failing which legal action for the recovery of the amount will be initiated against them.

Sh Ashok Gehlawat / Xen, BBMB Sewah Panipat (the then Xen/Project/S/stn) and Sh Ravinder Singh Maan / AEE (HR&SR), HVPNL, Panchkula (the then AEE Project/S/stn) vide letter dated 09/01/2019 (copy enclosed) were asked to explain their position regarding non encashment of bank guarantee (in lieu of bid security) valuing Rs 48 lacs within validity period.

Further, Sh Ashok Gehlawat/Xen, BBMB Sewah Panipat (the then Xen/Project/S/stn) vide memo no Spl-1/AG/Audit dated 14/01/2019 & Sh Ravinder Singh Maan /AEE (HR&SR), HVPNL, Panchkula vide memo no Spl-1/RSM/Audit dated 14/01/2019 submitted their replies.

The reply of Sh Ashok Gehlawat/Xen, BBMB Sewah Panipat (the then Xen/Project/S/stn) has been considered by competent authority and he has been advised to be careful in future vide Under Secretary/HR-I office order No 1756/EBG-3428 dated 13/09/2019(Annexure-VI)

The reply of Sh Ravinder Singh Maan /AEE (HR&SR), HVPNL, Panchkula (the then AEE Project/S/stn) has been considered by competent authority and he has been advised to be careful in future vide Under Secretary/HR-I office order No 1755/EBG-3428 dated 13/09/2019 (Annexure-VII)

During the oral examination, the Committee was not satisfied with the reply of the Department. Therefore, the Committee recommended that this para be kept pending till the recovery of outstanding amount. The Committee also recommended that the strict action be taken against the delinquent officers/officials and action taken report in this regard be sent to the Committee at the earliest.

Page No 3-1

Annexure - 1



HARYANA VIDYUT PRASARAN NIGAM LTD.

Regd Office Shakti Bhawan, Sector-6, Panchkula
Corporate identity number U4010HR1997SGC033683
Website: www.hvprn.gov.in email: comm@hvprn.gov.in
TEL No. 0172- 0172-2583724 Fax no. 0172-2583727

33

NOTICE

To

M/s Varrsana Ispat Limited
58A/1, Sainik Farm
New Delhi-110062

Fax No 011-29552403
email varrsanaipat@gmail.com

Memo No. Ch-14/HDP- 2032 & 2033/REC-126/Xen/Projects(TL) Dated:31 12 2014

Subject. Construction of 220KV lines in Panchkula area on turnkey basis against P.O No. HDP- 2032 & 2033/REC-126/Xen/Projects(S/Strn) Dated 16.09.2014.

- 1 Please refer to this office memo no Ch-2/HDP-2032 & 2033/REC-126/Xen/ Projects(S/Strn) dated 22.09 2014, Ch-3/HDP-2032 & 2033/REC-126/Xen/ Projects (S/Strn) dated 14 10 2014, Ch-4/HDP-2032 & 2033/REC-126/Xen/ Projects (S/Strn) dated 30 10 2014, Ch-5/HDP-2032 & 2033/REC-126/Xen/ Projects (S/Strn) dated 10 11 2014, Ch-6/HDP-2032 & 2033/REC-126/Xen/Projects(TL) Dated 21 12 2014 & Ch-8 /HDP- 2032 & 2033/REC-126/Xen/Projects(TL) Dated 03 12 2014. As per clause no 33 of bidding document you are to submit the PBG of Rs 2600382570 but you are failed to do so. This office requested you to submit the Performance Bank Guarantee but in vain.
- 2 The LOA vide this office memo no Ch-34 & 35/REC-126/Xen/Projects (S/Str) dated 01 07 2014 and POs placed vide memo no HDP-2032 (Supply) & 2033(Erection)/REC 126/Xen/Projects (S/Strn.) dated 16 09.2014 were placed upon you for construction of 220 kV lines which have duly been accepted by your email letter dated 26 08 2014 and 13 10.2014 respectively thus a legal binding contract has come into existence
3. SE/TS, Panchkula has also conveyed his concerns in the letter addressed to you vide memo no. Ch-3/W-355 (A) dated 26.11 2014 and pointed out "that the period of 2 months has been lapsed and no action from your side has been initiated. Even site office has not been opened. The work is yet to be taken in hand No officer/ official from your firm has been approached/ contacted either to this office or Executive Engineer /TS Divn HVPNL, Madanpur The route survey and route alignment was to be started immediately after PO and construction activity at site was expected to be initiated within 2 months from the date of award of contract. No route plan has been supplied for approval till date "
4. Your representative Mr.Dipankar Saxena, (Sr Manager-BD) had attended the meeting called by CE/MM and has signed the minutes of meeting on dated 08 12 2014 in the chamber of CE/MM and has further committed that the Performance Bank Guarantee will be submitted soon and a meeting with the firm was fixed for 11 12 2014 but there is no response from your side for submission of PBG till date and nobody from your side responded to the scheduled meeting of 11.12 2014
- 5 Despite repeated request to sign the contract, you have neither come forward to sign the contract nor supplied / submitted the Performance Bank Guarantee (equivalent 10% of the contract value) till date

- 6 Due to your lack of commitment, failure to signing the contract & breach of contractual provision, HVPNL is constrained to issue notice under clause 45 "Contractors default" of bidding document which is reproduced hereunder for ready reference -

45.0 Contractor's Default

45.1 Notice of Default

If the contractor is not executing the works in accordance with the contract or is neglecting to perform his obligations thereunder so as seriously to affect the programme for carrying out of the works, the Employer may give notice to the contractor requiring him to make good such failure or neglect

45.2 Nature of Contractor's Default

If the contractor -

- a) *has failed to comply within a reasonable time with a notice sub-clause 45 1, or*
- b) *assigns the contract or subcontracts the whole of the works without the Employer's written consent, or*
- c) *becomes bankrupt or insolvent, has a receiving order made against him or compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors or goes into liquidation*

The Employer may, after giving 15 days notice to the contractor, terminate the contract and expel the contractor from the site.

Any such expulsion and termination shall be without prejudice to any other rights or powers of the Employer, or the contractor under the contract.

The Employer may upon such termination complete the works himself or by any other contractor. The Employer or such other contractor may use for such completion any contractor's equipment which is upon the site as he or they may think proper, and the Employer shall allow the contractor a fair price for such use

- 7 From the above it is clear that you have not adhere to the provision of contract agreement & committed the breach thereof. Thus a Notice of 15 days is hereby served upon you to make good the failure failing which the Nigam shall be left with no option except termination of contract and further execute the contract from third party at your risk & cost besides black listing/ debarring you from doing future business with HVPNL.

This is without prejudice to the other terms & conditions of the contract

-sd-

Chief Engineer /MM,
HVPNL, Panchkula

CC

- 1. Director/Technical, HVPNL, Panchkula
- 2. Director/Projects, HVPNL, Panchkula
- 3. Chief Engineer/TS, HVPNL, Panchkula
- 4. SuperIntending Engineer/TS, HVPNL, Panchkula

Annexure-II

(24)



HARYANA VIDYUT PRASARAN NIGAM LTD.

Regd. Office Shakti Bhawan, Sector-5, Panchkula
Corporate Identity number U4010HR1897SGC033683
Website: www.hvpn.gov.in email: com.m@hvpn.gov.in
TEL No. 0172-2583724 Fax no. 0172-2583727

FINAL NOTICE

To

M/s Varrsan Ispat Limited
52A/1, Sainik Farm
New Delhi-110062

Fax No 011-29552403
email varrsanaispat@gmail.com

Memo No. Ch-21 /HDP- 2032 & 2033/REC-126/Xen/Projects(TL) Dated: 12.02.2015
Subject: Final notice under clause 45.2 (COC) against P.O. No. HDP- 2032 & 2033/REC-126/Xen/Projects(S/Sin) Dated 16.09.2014.

1. The LOA vide this office memo no. Ch-34 & 35/REC-126/Xen/Projects (S/Sin) dated 01.07.2014 and POs vide memo no HDP 2032 (Supply & 2033(Erection)/REC-126/Xen/Projects (S/Sin) dated 16.09.2014 were placed upon you for construction of 220 kV lines which have duly been accepted by your email letter dated 26.08.2014 and 13.10.2014 respectively thus a legal binding contract has come into existence. This office requested you to submit the Performance Bank Guarantee vide this office memo no. Ch-2/HDP-2032 & 2033/ REC-126/Xen Projects(S/Sin) dated 22.09.2014, Ch-3/HDP-2032 & 2033/REC-126/Xen/Projects (S/Sin) dated 14.10.2014, Ch-4/HDP-2032 & 2033/REC-126/Xen/ Projects (S/Sin) dated 30.10.2014, Ch-5/HDP-2032 & 2033/REC-126/Xen/ Projects (S/Sin) dated 10.11.2014, Ch-6/HDP-2032 & 2033/REC-126/Xen/Projects(TL) Dated 21.11.2014 & Ch-8 /HDP- 2032 & 2033/REC-126/Xen/Projects(TL) Dated 03.12.2014.
2. SE/TS Panchkula has also conveyed his concerns in the letter addressed to you vide memo no. Ch-3/W-355 (A) dated 26.11.2014 and pointed out that the period of 2 months has been lapsed and no action from your side has been initiated. Even site office has not been opened. The work is yet to be taken in hand. No official from your firm has been approached/ contacted either to this office or Executive Engineer /TS Divn HVPNL, Madanpur. The route survey and route alignment was to be started immediately after PO and construction activity at site was expected to be initiated within 2 months from the date of award of contract. No route plan has been supplied for approval till date.
3. Your representative Mr Dipankar Salka, (Sr.Manager-BD) had attended the meeting called by CE/MM and has signed the minutes of meeting on 08.12.2014 in the chamber of CE/MM and has further committed that the Performance Bank Guarantee will be submitted soon and a meeting with the firm was fixed for 11.12.2014 but there is no response from your side for submission of PBG till date and nobody from your side responded to the scheduled meeting on 11.12.2014.
4. Despite repeated request to sign the contract, you have neither come forward to sign the contract nor supplied / submitted the Performance Bank Guarantee (equivalent 10% of the contract value) till date.

5. Due to your lack of commitment, failure to signing the contract & breach of contractual provision, HVPNL was constrained to issue notice vide memo no Ch-14/HDP-2032 & 2033/REC-126/Xon/Projects(TL) dated 31.12.2014 under clause 45 "Contractors default" of bidding document. Clause 45 is reproduced hereunder for ready reference:-

45.0 Contractor's Default

45.1 Notice of Default

If the contractor is not executing the works in accordance with the contract or is neglecting to perform his obligations thereunder so as seriously to affect the programme for carrying out of the works, the Employer may give notice to the contractor requiring him to make good such failure or neglect:-

45.2 Nature of Contractor's Default

If the contractor :-

- a) has failed to comply within a reasonable time with a notice sub-clause 45.1 or
- b) assigns the contract or subcontracts the whole of the works without the Employer's written consent, or
- c) becomes bankrupt or insolvent, has a receiving order made against him or compounds with his creditors, or carries on business under a receiver trustee or manager for the benefit of his creditors or goes into liquidation

The Employer may, after giving 15 days notice to the contractor, terminate the contract and expel the contractor from the site.

Any such expulsion and termination shall be without prejudice to any other rights or powers of the Employer, or the contractor under the contract.

The Employer may upon such termination complete the works himself or by any other contractor. The Employer or such other contractor may use for such completion any contractor's equipment which is upon the site as he or they may think proper, and the Employer shall allow the contractor a fair price for such use

6. In response to above notice your firm has sent the reply dated 21.01.2015 vide which you have requested to permit the signing of contract without submission of PBG. It is not out of place to mention here that deposit of PBG of Rs.25603825 20 was to be submitted within 30 days period as per clause 33 of bidding document. Not only non submission of PBG, your firm has not even started work at site which shows that you are not interested to execute the work as per contract agreement and it is clear that your firm is not well equipped to execute the contract thus there is breach of contract on your part. Since you have failed to comply with the notice dated 31.12.2014 therefore a Final Notice of 15 days under clause 45.2 is hereby served upon you as to why the contract may not be terminated and further execute the contract from third party at your risk & cost besides black listing/ debarring you from doing future business with HVPNL.

This is without prejudice to the other terms & conditions of the contract.


Chief Engineer /MM
HVPNL, Panchkula

CC:

1. Director/Technical, HVPNL, Panchkula
2. Director/Projects, HVPNL, Panchkula
3. Chief Engineer/TS, HVPNL, Panchkula,
4. Superntending Engineer/TS, HVPNL, Panchkula

Annexure - III

(51)

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HVPNL

HARYANA VIDYUT PRASARAN NIGAM LTD.

Regd. Office Shakti Bhawan, Sector-8, Panchkula
 Corporate Identity Number U4010HR1997SGC033683
 Website: www.hvpnl.gov.in Email: comm@hvpnl.gov.in
 TEL No. 0172-2583724 Fax no. 0172-2583727

To

M/s Fedders Lloyd Corporation Ltd.
 C-4, Phase-II, Noida 201305

Fax No. 0120-2562632

Email: rajindercheudhary1958@gmail.com
ssd@feddersltd.com

Memo No. Ch-51 / REC-139/XEN/Projects(TL) Dated: 27.11.2015

Subject:-

Civil, Erection, Testing and Commissioning for Construction of 320 kV lines in Panchkula area against E-tender enquiry no. REC 139 (NIT No. 723 dated 16.04.2015 against risk purchase in Panchkula area) LOA for erection portion.

This is to notify that your offer/bid No. FLCL/HVPNL/REC 139/15-16/25 01 dated 30.05.2015, FLCL/HVPNL/REC 139/15-16/25-15 dated 15.07.2015, FLCL/HVPNL/REC-139/15-16/25 16 dated 30.07.2015 negotiation letter dated 17.11.2015 and up to date correspondence exchanged regarding turnkey Construction of 220 kV Transmission Line in Panchkula area (against Risk purchase) on turnkey basis against a tender enquiry no. REC-139 has been accepted for erection, civil testing and commissioning of transmission lines for total package value of Rs.7,15,05,649/- (Rupees Seven crore fifteen lacs five thousand six hundred forty nine only) at the terms & conditions mentioned in NIT and thus a contract has come into force thereof.

Superintending Engineer, MM I,
 for CE/MMI, HVPNL, Panchkula

CC:-

M/s Fedders Lloyd Corp Ltd 159 Okhla Industrial Estate, P.O. New Delhi
 Fax no 011-41609209

Received
 27/11
 Fedders Lloyd

Annexure - III

**HARYANA VIDYUT PRASARAN NIGAM LTD.**

Regd. Office Shakti Bhawan, Sector-6, Panchkula
 Corporate Identity number: U4010HR1997BGC033683
 Website: www.hvpn.gov.in email: gemm@hvpn.gov.in
 TEL No. 0172-2583724 Fax no. 0172-2583727

To

M/s Fedders Lloyd Corporation Ltd
 C-4, Phase-II, Noida 201305 Fax No. 0120-2562632
 Email ravinderchoudhary1958@gmail.com
asd@fedderslloyd.com

Memo No. Ch- 50 /REC-139/XEN/Projects(TL) Dated: 27.11.2015

Subject:- Supply of Equipment for Construction of 220KV lines in Panchkula area against E-tender enquiry no. REC-139 (NIT No. 723 dated 16.04.2015 against risk purchase in Panchkula area) ; LOA for supply portion.

This is to notify that your offer/bid No. FLCL/HVPNL/REC 139/15-16/25 01 dated 30.05.2015, FLCL/HVPNL/REC-139/15-16/25-15 dated 15.07.2015, FLCL/HVPNL/REC-139/15-16/25-16 dated 30.07.2015, negotiation letter dated 17.11.2015 and up to date correspondence exchanged regarding turnkey Construction of 220 kV Transmission Lines in Panchkula area (against Risk purchase) on turnkey basis against e tender enquiry no. REC-139 has been accepted for supply of equipments for total package value of Rs.22,04,94,351/- (Rupees Twenty two crore four lacs ninety four thousand three hundred fifty one only) including ED, CST, F&I and all other taxes and duties and at the terms & conditions mentioned in NIT and thus a contract has come into force thereof.

[Signature]
 Superintending Engineer, MM-1,
 for CE(MM), HVPNL, Panchkula

CC:-

M/s Fedders Lloyd Corp. Ltd 159, Okhla Industrial Estate, Ph-III
 New Delhi. Fax no. 011-41609909

*Received
 27/11
 For Fedders Lloyd*

Annexure D



HARYANA VIDYUT PRASARAN NIGAM LTD.

Regd. Office Shakti Bhawan, Sector-6, Panchkula
Corporate Identity number. U4010HR1997SGC033683
Website: www.hvprn.gov.in email: gemm@hvprn.gov.in
TEL No: 0172- 2583724 Fax no. 0172-2583727

To

Regd AD M/s Varsana Ispal Limited
58A/1, Sainik Farm
New Delhi-110062.

Fax No 011-29552403
email: varsanaispal@gmail.com

Memo No Ch- 6 /HDP-2115 & 2116/REC-139/XEN/Projects(TL)
Dated: 08.01.2016.

Subject: - Construction of 220KV lines in Panchkula area against tender enquiry no. REC-139 (NIT No. 723 dated 16.04.2015, against risk purchase) in Panchkula area.

The contract for construction of 220 kV transmission lines in Panchkula on turnkey basis was awarded to you vide P.O. No HDP-2032 & 2033/REC-126/Xen/ Projects (S/Stn) dated 16.09.2014. Despite repeated request to sign the contract you have neither come forward to sign the contract nor supplied the performance bank guarantee (equivalent to 10% of the contract value) Consequently, HVPNL decided to re-allotted the above work after calling competitive bids through open tender as per provision under clause 45(contraction's default) of COC of PO bidding document at your risk and cost.

Your firm blacklisted for a period of 3 years with immediate effect for doing further business with HVPNL vide memo no Ch 26/HDP-2032-33/REC-126/Xen/ Projects (TL) dated 11.03.2015.

Now, the work against REC-126 is awarded to M/s Fadders Lloyd corporation Ltd vide PO no HDP-2115-2116 dated 08.12 2015 (REC-139) on the same terms & conditions of REC-126. Now the contract agreement has been signed for work, a copy of contract agreement (supply + erection) is attached herewith as the project amount against it, and cost will be deposited by you.

DA/As above

Executive Engineer/Project (TL)
for CE/MM, HVPNL, Panchkula

CC:-

- 1 Chief Engineer/TS, HVPNL, Panchkula
- 2 FA & CAO(MM), HVPNL, Panchkula.



HARYANA VIDYUT PRASARAN NIGAM LTD.

Regd. Office Shakti Bhawan, Sector-8, Panchkula
Corporate Identity number: U4010HR19973GC033683
Website: www.hvpnl.co.in email: corporate@hvpnl.co.in
TEL No. 0172-2583724 Fax no. 0172-2583727

Through Regd Post

M/s Varrana Ispat Limited
58A/1 Sahik Farm
Delhi- 110032.

Fax No 011-29552403
email varranaispal@gmail.com

Memo No. Ch-107/HDP-2115 & 2116/REC-139/Xen/Projects (TL) Dated: 08.11.2016

Subject: Construction of 220 kV Transmission Lines in Panchkula Area on turnkey basis against tender enquiry no. REC-139 (MIT No. 723 dated 18.04.2015, against risk purchase of REC-128): Notice of Demand thereof.

The contract for construction of 220 kV transmission lines on turnkey basis in Panchkula area was awarded to you vide P.O No. HDP-2032 & 2033/REC-126/Xen/Projects (S/Sin), dated 18.09.2014. However, your failure to sign the contract agreement and submission of BG led to termination of contract after giving due notice vide memo no Ch-21/HDP-2032&2033/REC-126/Xen/Projects(TL) dated 12.02.2015. It is not out of place to mention here that your firm was also blacklisted for a period of 3 years with immediate effect for doing future business with HVPNL vide memo no.Ch-26/HDP-2032-33/REC-126/Xen/Projects(TL) dated 11.03.2015. Besides this in terms of clause 27 of COC liquidity charges equivalent to 10% of contract value was imposed upon you. Now the work against REC-126 (Now as REC-139) has been awarded to M/s Fedders Lloyd Corp Ltd vide PO no HDP-2115 & 2116/REC-139/Xen/Projects(TL) dated 08.12.2015 on the same terms & conditions of REC-126. Copy of the same was supplied to you vide memo no Ch-8/HDP-2115&2116/REC-139/Xen/Projects(TL) dated 08.01.2016. In view of above, as per provision under clause -45 (Contractors Default) of COC of PO bidding document, you are liable to pay the differential amount of rate at which work was awarded to you i.e. REC-126 and the rate at which work was awarded at your risk and cost to M/s Fedders Lloyd Corporation Ltd. The detail of the amount to be paid by you to HVPNL at this stage is as under:-

| | | |
|---|---|--|
| 1 | Amount of work for construction of 220 kV Transmission Lines on turnkey basis in Panchkula area has awarded to M/s Fedders Lloyd Corporation Ltd., vide P.O No. HDP-2115 & HDP-2116/REC-139/ Xen/Projects (TL) dated 08.12.2015 (supply + erection) at risk & cost of REC-126 | Rs 22,04,04,251.00 + 7,15,05,649.00 Rs 29,20,00,000.00 |
| 2 | Less Amount on which work for construction of 220 kV Transmission lines on turnkey basis in Panchkula area was awarded to you vide P.O. No. HDP-2032 & 2033/REC-126/Xen/Projects (S/Sin) dated 18.09.2014 (supply + erection). | Rs 19,24,45,799.00 + 7,35,82,533.00 Rs 26,60,38,332.00 |
| 3 | Excess payment for which risk & cost work has to be got carried out from M/s Fedders Lloyd Corporation Ltd., by HVPNL. (1-2) | Rs 29,20,00,000.00 - 26,60,38,332.00 Rs 2,59,61,668.00 |
| 4 | Amount liable to be deposited in lieu of Bank guarantee submitted as bid security | Rs 18,00,000.00 |
| 5 | Liquidity damages to be recovered from M/s Varrana against REC-126 | Rs 2,66,00,835.00 |
| 6 | Total tentative amount to be deposited by M/s Varrana Ispat Limited, Delhi (3+4+5) | Rs 5,73,65,463.00 |

*However, further amount to be deposited and final settlement of account shall be made after completion of work as per provisions of contract.

You are therefore, directed to deposit this interim amount of Rs 5,73,65,483/- failing which legal action for the recovery of amount will be initiated against your firm.

This is without prejudice to other terms & conditions of the contract


Chief Engineer/ MM
HVPNL, Panchkula

(148) 74 Annexure-VI
(22) (4)

HARYANA VIDYUT PRASARAN NIGAM LIMITED
Regd. Office Shakti Bhawan Sector-8, Panchkula

Office Order No. 1753/184-7428

Dated: 13/9/11

An explanation was issued by the CE/MM, HVPNL, Panchkula vide his office memo No. Ch-6/Audit para/Vol-II/Xen/Projects (TL) dated 08.08.2010 to Shri Ashok Gehlawat while working as XEN/Project Sub-Station, HVPNL, Panchkula now Xen in BBMB regarding non encashment of bank guarantee of amounting Rs. 48 Lakh within validity period. The reply dated 14.01.2011 of Shri Ashok Gehlawat, XEN, the comments of CE/MM, HVPNL, Panchkula & comments of the then SE/MM-II, HVPNL, Panchkula (now CE/Planning, HVPNL, Panchkula) has been considered by the competent authority and it has been decided to advise the officer to be careful in future.

Accordingly, Shri Ashok Gehlawat, while working as XEN/Project Sub-Station HVPNL, Panchkula now Xen in BBMB is hereby advised to be careful in future.

This issues with the approval of the Managing Director, HVPNL

M. B. Halla
Under Secretary/HR-1
for MD, HVPNL, Panchkula

Endst. No 16/144-7428

Dated: 13/9/11

A copy of the above is forwarded to the following for information and necessary action -

1. The Chief Engineer/MM, HVPNL, Panchkula w.r.t. his office memo no Ch-145/Audit para/Vol-II/Xen/Projects (TL) dated 29.08.2010.
2. The Chief Engineer/Planning, HVPNL, Panchkula
3. The Superintendent/Services-II, HVPNL, Panchkula
4. The Deputy Supdt./OR (G), HVPNL, Panchkula. It is requested to place the same in his personal/ACR file.
5. Shri Ashok Gehlawat, Sr. XEN/Tech., O/o SE/O&M, BBMB, Panipat.

M. B. Halla
Under Secretary/HR-1
for MD, HVPNL, Panchkula
de p

HARYANA VIDYUT PRASARAN NIGAM LIMITED
Read, Office Shakil Bhawan Sector-6, Panchkula

Office Order No 1755/501-3428

Dated: 13/7/19

An explanation was issued by the CE/MM, HVPNL, Panchkula vide his office memo No. Ch-7/Audit para/Vol-II/Xen/Projects (TL) dated 08.08.2016 to Shri Ravinder Singh Mann, AEE while working in the office of CE/MM, HVPNL, Panchkula regarding non encashment of bank guarantee of amounting Rs 46 Lakh within validity period. The reply dated 14.01.2019 of Shri Ravinder Singh Mann, AEE, the comments of CE/MM, HVPNL, Panchkula & comments of the then SE/MM-II, HVPNL, Panchkula (now CE/Planning, HVPNL, Panchkula) has been considered by the competent authority and it has been decided to advise the officer to be careful in future.

Accordingly, Shri Ravinder Singh Mann, AEE is hereby advised to be careful in future.

This issues with the approval of the Managing Director, HVPNL

M. B. Dalia
 Under Secretary/HR-I
 for MD, HVPNL, Panchkula

Enrsl. No 15/554-3428

Dated: 13/7/19

A copy of the above is forwarded to the following for information and necessary action:

- 1 The Chief Engineer/MM, HVPNL, Panchkula w.r.t his office memo no Ch-116/Audit para/Vol-II/Xen/Project (TL) dated 29.08.2019
- 2 The Chief Engineer/Planning, HVPNL, Panchkula
- 3 The Superintendent Services-II, HVPNL, Panchkula
- 4 The Deputy Supdt./OR (G), HVPNL, Panchkula. It is requested to place the same in the personal/VACR file
- 5 Shri Ravinder Singh Mann, AEE O/o Deputy Secretary/HR&ER, HVPNL, Panchkula

M. B. Dalia
 Under Secretary/HR-I
 for MD, HVPNL, Panchkula

24/12/19 (TL)

AE/D

7/8/19

17/9/19

13/9/19

3.6 Excess purchase of cables

Company procured cables without considering actual consumption leading to blocking of funds of ₹ 7.70 crore and avoidable interest thereon of ₹1.68 crore.

The Company obtained financial assistance² of ₹24 04 crore (October 2012) and ₹118 58 crore (December 2013) at rate of interest of 12 25 *per cent* per annum for procurement of PVC³ cables during the years 2012-13 and 2013-14 for strengthening electricity distribution system in villages. The Company entered into rate contracts (22 June 2012) with two firms valid for one year up to 30 June 2013 for procurement of cables of 240 kms of cables of various sizes.

Audit noticed that the Company had 20 48 kms cables of the aforesaid specifications in its store as of 28 May 2013 and receipt of another 696 kms of cables was awaited against purchase orders placed during July 2012 to April 2013. The consumption of these cables during 2011-12 and 2012-13 was nil and 31 50 kms respectively. Without considering the trend of consumption and the quantity held in stores and those in the pipeline, the Company placed (26 June 2013) six more purchase orders for 240 kms of cables with staggered delivery schedule up to March 2014. The firms supplied 227 kms of these cables during August 2013 to March 2014 at a cost of ₹7 70 crore.

The Government stated that it has cables of 638 kms of aforesaid sizes in its store as of July 2016.

Thus the decision of the Company to place purchase orders for additional quantity of 240 kms cables in June 2013 without taking into account consumption trends and available inventory resulted in excessive purchase of quantity of 227 kms cables resulting in blocking of funds of ₹7 70 crore and avoidable interest liability of ₹1 68 crore⁴ up to December 2015.

2 90 per cent of the project cost

3 Poly Vinyl Chloride.

4 90 per cent (percentage of REC funding in the Project) of total interest calculated @ 12 25 per cent annum

In their written reply, the State Government/Company stated as under:-

It is submitted that rate contract no 79 & 80/QD-599 dated 22 6 2012 valid upto 30 06 2013 were issued to M/s Prestige Cable Industries, Delhi and M/s Century Infrapower Pvt Ltd , Jaipur by DHBVN for the procurement of LT PVC Cables of various sizes on behalf of both the utilities. The case was decided in HPPC meeting held on 02 05 2012 at the variable rates as per IEEMA formula with base date as on 1 7 2011. Accordingly, POs were placed to the firms as per the requirement of UHBVN in respect of 3.5 Core LT PVC Cables of various sizes as per approved material budget 2011-12 (659 km) & 2012-13 (449 km) as detailed below -

| Sr No | Size of Cable (in sq mm) | Qty of UHBVN as per RC (in kms) | | | Qty as per PO (in kms) | | | | | | | Qty supplied/ delivered by the firm (in kms) | |
|-------|--------------------------|----------------------------------|------|---------------------|-------------------------|---------------------|---------------------|------------------------|---------------------|---------------------|---------------------|--|---------|
| | | | | | M/s Prestige Cable | | | M/s Century Infrapower | | | | | |
| | | Min | Max | HH-6807 Dt 30 07 12 | HH-6890 Dt 17 12 12 | HH-6976 Dt 02 04 13 | HH-6802 Dt 25 07 12 | HH-6845 Dt 10 09 12 | HH-6858 Dt 19 10 12 | HH-6884 Dt 06 12 12 | HH-6973 Dt 02 04 13 | Total | |
| I | 3.5Cx95 | 173 | 692 | 0 | 0 | 0 | 86 | 86 | 0 | 86 | 86 | 344 | 315 268 |
| II | 3.5Cx120 | 119 | 476 | 0 | 0 | 0 | 59 | 59 | 59 | 59 | 59 | 295 | 297 004 |
| III | 3.5Cx185 | 23 | 92 | 11 | 11 | 11 | 0 | 0 | 0 | 0 | 0 | 33 | 32 823 |
| IV | 3.5Cx300 | 17 | 68 | 8 | 8 | 8 | 0 | 0 | 0 | 0 | 0 | 24 | 23 849 |
| | Total | 332 | 1328 | 19 | 19 | 19 | 145 | 145 | 59 | 145 | Total | 696 | 639 944 |

The POs of only 696 km of cable was placed against the combined requirement 1108 km as received from the field for 2011-12 & 2012-13. Moreover, 1047 km of requirement was further received from field for the FY. 2013-14. So, keeping in view of the special maintenance of transformers and LD systems, it was decided to further place POs for 240 km of the cables in anticipation of its usage in the field after rescheduling the delivery period of the rate contract rather than going for another NIT. The stock balance of these cables on 22 05 2013 was only 64.94 km. The status of LT PVC Cable as reviewed on 22 05 2013 is given below -

| Sr. No | Size Of Cable (in mm ²) | Availability as on 22.5.13 (in kms) | Qty. as per RC (in kms) | | Qty. against the POs already issued (in kms.) | Annual requirement for FY 2013-14 (in kms) | Qty. considered for subsequent Pos (in kms) |
|--------|-------------------------------------|-------------------------------------|-------------------------|------|---|--|---|
| | | | Min | Max. | | | |
| 1 | 3.5Cx95 | 40 075 | 173 | 692 | 344 | 371 | 86 |

| | | | | | | | |
|---|--------------|---------------|------------|-------------|------------|-------------|------------|
| 2 | 3 5Cx120 | 8 260 | 119 | 476 | 295 | 304 | 59 |
| 3 | 3 5Cx185 | 8.463 | 23 | 92 | 33 | 243 | 59 |
| 4 | 3 5Cx300 | 8.145 | 17 | 68 | 24 | 129 | 44 |
| | Total | 64.943 | 332 | 1328 | 696 | 1047 | 248 |

A Memorandum regarding post facto approval of purchase orders already issued for the balance qty to M/s Century Inrapower Pvt Ltd , Jaipur against rate contract no 79&80/QD-599/XEN/MM-IV dated 22 6 2012 with staggered delivery schedule upto 31 3 2014 was got accorded from BODs on 22 08 2013

I The detail of POs of LT PVC 3.5 Core Cable issued is as under —

| Size of Cables (mm ²) | Qty. as per P.O No (in kms.) | | | | | | Total | Qty supplied/ delivered by the firm (kms) |
|-----------------------------------|------------------------------|-----------------------------|-----------------------------|-----------------------------|----------------------------|----------------------------|------------|--|
| | HH- 7041 Dt: 26.06.13 | HH- 7044 Dt: 26.06.13 | HH- 7045 Dt: 26.06.13 | HH- 7046 Dt: 26.06.13 | HH-7047 Dt: 26.06 13 | HH-7048 Dt: 26 06 13 | | |
| 3 5Cx95 | 86 | 0 | 0 | 0 | 0 | 0 | 86 | 86 884 |
| 3 5Cx120 | 59 | 0 | 0 | 0 | 0 | 0 | 59 | 45 115 |
| 3 5Cx185 | 0 | 11 | 11 | 11 | 11 | 11 | 55 | 55 382 |
| 3 5Cx300 | 0 | 8 | 8 | 8 | 8 | 8 | 40 | 41 665 |
| Total | 145 | 19 | 19 | 19 | 19 | 19 | 240 | 229.046 |

The year-wise consumption is tabulated as under -

| Size of Cables (mm ²) | Consumption/usage (in km) | | | | | | | | Total |
|-----------------------------------|---------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| | FY: 2011-12 | FY: 2012-13 | FY: 2013-14 | FY: 2014-15 | FY: 2015-16 | FY: 2016-17 | FY: 2017-18 | FY: 2018-19 | |
| 3 5Cx95 | 0 040 | 14 684 | 48 116 | 35 836 | 47 064 | 39 472 | 33 220 | 58 838 | 277 27 |
| 3 5Cx120 | 0 120 | 11 334 | 23 018 | 7 055 | 15 855 | 17 373 | 6 013 | 32 163 | 112 931 |
| 3 5Cx185 | - | 5 010 | 5 352 | 6 239 | 7 126 | 11 769 | 3 584 | 16 323 | 55 403 |
| 3 5Cx300 | 0 220 | 0 447 | 4 744 | 3.826 | 4 301 | 3 384 | 0 837 | 3 393 | 21 152 |
| Total | 0.38 | 31 475 | 81.23 | 52.956 | 74.346 | 71 998 | 43 654 | 110.717 | 466 756 |

100 km of 3 5 CX95 sq mm LT PVC Cable and 100 km of 3 5CX120 sq mm LT PVC Cable s have been transferred to DHBVN vide CE/MM office memo no Ch-241/XEN/P-3/T-172 dated 14 10 2016

It is further submitted that most of the cables has been utilized in the field only 188.83 km cables of various sizes are available in stock. The size wise details of stock balance as on 27.06.2019 is as under: -

| Size of Cables (mm²) | Stock as on 27.06.2019 (In kms.) |
|--|---|
| 3.5Cx95 | 5.94 |
| 3.5Cx120 | 83.184 |
| 3.5Cx185 | 52.152 |
| 3.5Cx300 | 47.607 |
| Total | 188.883 |

DHBVN has requested for transfer of following quantities of 3.5C LT PVC Cables in the co-ordination meeting of MM wings of UHBVN/DHBVN held on dated 26.06.2019:—

| Size of Cables (mm²) | Quantity is to be transferred from UHBVN to DHBVN (In kms.) |
|--|--|
| 3.5Cx95 | 0 |
| 3.5Cx120 | 40 |
| 3.5Cx185 | 20 |
| 3.5Cx300 | 20 |
| Total | 80 |

The status of 3.5C LT PVC cable after transfer of above mentioned quantities of cables to DHBVN will be as under: -:

| Size of Cables (mm²) | Stock position as on 27.06.2019 (In kms.) | Quantity is to be transferred from UHBVN to DHBVN (In kms.) | Balance material with UHBVN (In kms) |
|--|--|--|---|
| 3.5Cx95 | 5.94 | 0 | 5.94 |
| 3.5Cx120 | 83.184 | 40 | 43.184 |
| 3.5Cx185 | 52.152 | 20 | 32.152 |
| 3.5Cx300 | 47.607 | 20 | 27.607 |
| Total | 188.883 | 80 | 108.883 |

So, it is submitted that the maximum qty. of above cables have been utilized. 110.60 km of above sizes of cables were utilized in the FY: 2018-19 and further the balance qty. is likely to be utilized under special maintenance

drive in UHBVN before paddy season for maintenance of Distribution T/Fs & LD system. The explanation of the delinquent officers/official is being called.

The Committee was not satisfied with the reply of the Department/ Corporation. The Committee recommended that the responsibility of concerned officers/officials for purchasing of excess cables be fixed under intimation to the Committee at the earliest. Hence, the para be kept pending.

3.5 Deficient contract management

7. Release of payment without first ascertaining physical progress of work resulted in excess payment of ₹1.04 crore.

Para No 2174 of the Report of the Comptroller and Auditor General of India on PSUs for the year ended 31 March 2013 had pointed out that the Company made excess payment of ₹15.36 crore in four contracts due to release of payment of major portion of material (75 to 80 per cent) without linking it to erection. In response, the Company reduced the percentage of release of payment from 80/ 75 to 60/ 50 on the receipt of material and 40/ 30 per cent after erection of the same with the balance 10 per cent to be released after commissioning. The standard terms of awards of construction/ augmentation of sub-station and feeder works contracts also provided that the contractor would furnish a Performance Bank Guarantee (PBG) equal to 10 per cent of the total contract price for faithful performance of the contract valid up to 90 days after end of the warranty period.

The Company awarded (June 2011) a turnkey contract for supply and erection of material for bifurcation/ trifurcation of 51 overloaded feeders to a contractor at a cost of ₹ 7.70 crore (material ₹ 7.36 crore and erection cost ₹ 0.34 crore). The work was to be completed within six months by December 2011. The contractor supplied the material valuing ₹ 4.96 crore against which payment of ₹ 3.82 crore (₹ 2.98 crore as 60 per cent on receipt of material plus ₹ 0.84 crore on its erection) was made up to June 2013. The Company had obtained BG of ₹ 0.77 crore as 10 per cent value of the work order.

Audit noticed (February 2015) that the contractor failed to execute the work with erected material valuing ₹ 1.95 crore leaving un-erected material valuing ₹ 0.83 crore. Thus, the Company made an overpayment of ₹ 1.04⁵ crore to the contractor without monitoring physical progress of work. Though the Company claimed (January 2015) ₹ 2.06 crore from the contractor towards cost of material taken away, levy of penalty and interest after encashment of PBG of ₹ 0.77 crore, nothing had been recovered so far (March 2016).

Thus, release of payment without ascertaining physical progress of work resulted in excess payment of ₹ 1.04 crore.

5 3.82 crore (total payments made) less Rs 1.95 crore (value of material erected) less Rs 0.83 crore (value of material available with the Company)

In their written reply, the State Government/Company stated as under:—

This is a matter of record. However, the Para No 2 1 7 4 of the Report of the Comptroller and Auditor General of India on PSUs for the year ended 31 March 2013 stands discussed in meeting of Committee on Public Undertaking held on 17 01 2017

Regarding payment terms, it is submitted that in turnkey contracts certain percentage of payment is released to the contractor at the time of supply of material and this is a standard practice all over. Even in the Deendayal Upadhyaya Gram Jyoti Yojana (DDUGJY) scheme & Integrated Power Development Scheme of Govt of India, Ministry of Power, the payment terms of the Standard Bid Document supplied by the Ministry is as under -

Supply Part

- a) 60% payments including 100% Excise Duty, Taxes etc on receipt and acceptance of material
- b) 30% payments relating to supply after erection
- c) Balance 10% on successful supply, erection, testing & commissioning of the works issuance of taking over certificate of the project

Erection Part

- a) 90% payments on erection, testing and commissioning
- b) Balance 10% on successful commissioning and issuance of taking over certificate of the project

The copy of the payment terms relating to Standard Bid Document of DDUGJY is attached as **Annexure-I**

M/s Dev Infocom Pvt, Ltd, Hisar was awarded turnkey works against bid no B-265 vide work order no Ch-171 & Ch-170 on dt 27 06.2011 for bifurcation/trifurcation of 51 overloaded feeders to 104 feeders and augmentation of 38 nos. overloaded 11 kV feeders under 'OP' Circle Kaithal. The above said works were required to be completed within the 6 months i.e. by 26 12 2011.

The firm completed bifurcation of 23 nos of 11 kv feeders and augmented 10 nos feeders as per SE/Const Panchkula till 30 09 2012 and the total payment to the tune of ₹ 3 93 crores was released to the firm on account of supply and erection out of total contract value of ₹ 7 70 crores

The total payable amount as per the measurement is ₹ 2 01 crores

The total amount recoverable from the firm is ₹ 1 92 crores. It is intimated that BG submitted by the firm worth ₹ 0 77 crores stands en-cashed by the Nigam. The details are annexed as **Annexure-II**

The same is tabulated as under:-

| Sr. No. | Description | ₹ (In crores) |
|---------|--|---------------|
| 1 | Total payment released to the firm on account of supply and erection | 3.93 |
| 2 | Total payable amount as per the measurement | 2.01 |
| 3 | Amount Recoverable (1-2) | 1.92 |
| 4 | Recovery on a/c of cost of Nigam's material (11 kV XLPE U/G cable 185 mm ² = 723 mtr. @ 576/- received by the firm and taken away | 0.04 |
| 5 | Total Recoverable (3+4) | 1.96 |

The firm abandoned the work and despite number of reminders & two registered notices issued on 14.09.2012 & 20.05.2013, the firm did not complete the works. Notice of recovery was issued on 12.01.2015 to the firm by the office of XEN Const. Ambala.

There is no material at the store maintained by the firm. The firm also took away the material supplied by the Nigam i.e. 11kV XLPE U/G cable 185 mm² of length 723 mtrs worth ₹ 4,16,448/-.

Further, the responsibility for Insurance of material from the time of dispatch from the Contractor's work up to completion of erection and final commissioning at site and taking over lies with the Contractor.

Following actions have been taken by the Nigam against the firm:

- BG en-cashed for an amount of ₹ 77 Lakhs.
- FIR lodged before SHO Civil Lines Kalthal on 16.08.2016 (copy of FIR attached as Annexure – III).

The firm, meanwhile, approached Hon'ble Punjab & Haryana High Court for arbitration and Hon'ble High Court vide its judgment dated 04.09.2015 directed Nigam to appoint MD, UHBVN or his nominee as sole Arbitrator. Accordingly, MD UHBVN appointed CE/OP UHBVN Rohtak as Arbitrator. The Arbitrator had made many correspondences to M/s Dev Infocom Pvt. Ltd for submission of their claims, however till date no claim has been lodged by the firm before the Arbitrator. It is evident & clear that there were no intentional lapses on the part of the Nigam but the circumstantial errors, as there was no provision in the work order to keep security cover in the shape of the BGs while making payments at the time of receipt of material lying in the custody of the contractor. There was only provision that contractor would furnish a

performance BG equal to 10 percent of the total contract price for faithful performance of the contract and the BG against B-265 stands en-cashed by the Nigam. The Nigam has also lodged FIR against the firm. On the FIR lodged by the Nigam against the contractor the police investigation is going on.

The updated point wise reply is as under -

- a) SDO/Const , UHBVN, Kaithal vide letter dated 26 06 2019 has intimated latest status of FIR in which SHO has recommended to cancel the FIR (copy attached as Annexure-VI). However, Nigam has engaged advocate Sh Arvind Kumar Khurania to file the case against the police report submitted by SHO City, Kaithal to contest the recommendations of the police report and to maintain the FIR so that action can be taken against the culprit.
- b&c) Arbitrator announced the award on dated 09 04 2019, which is reproduced as under -

"That an amount of Rs. 1,95,70,889/- is rightly to be recovered with 18% interest per annum from the petitioner i.e. M/s Dev infocom Pvt. Ltd." (copy attached as Annexure-IV) Advocate Rao Bhagat Singh has been engaged for execution of Arbitration award for recovery of awarded amount.

During the oral examination, the Committee was not satisfied with the reply of the Department. Therefore, the Committee recommended that correct facts be brought before the Committee and updated position be provided to the Committee after re-investigating the issue. Hence, the para be kept pending.

Appendix-1: TERMS AND PROCEDURES OF PAYMENT

- I. "Billable Items" are worked out and attached to Price Schedule. Items otherwise required for completion of work but not listed in the Price Schedule shall also be in the scope of the contractor. The costs of such "Non-billable Items" may be included in the quoted price of "Billable Items" by the bidder in the Price Schedule. The payment shall be made on billable item wise basis only as indicated in Price Schedule.
 - II. The payment to the Contractor under the contract will be made by the Employer in line with Clause 8, Section GCC, Vol.-I and as per the guidelines and conditions specified hereunder.
 - III. All progressive payments shall be released on validity of Contract Performance Security and securities against Initial Advance.
 - IV. The interest rate on advance payment shall be SBI's Base rate on the date of disbursement of advance payment. The interest accrued on interest bearing advance shall be adjusted first before releasing any payment. The interest rate shall be calculated on the daily progressive balances outstanding as on the date of recovery/adjustment i.e. on daily rest basis.
 - V. Upon award of the contract, contractor shall be free to take on the work at all the fronts or at specified fronts as advised by Project Manager.
 - VI. Unmeasured ad-hoc payment: The employer, at his discretion in exigencies, to ensure liquidity of funds with the contractor may accept unmeasured ad-hoc bill of the contractor. In this method, following methodology shall be adopted:
 - a. Submission of certificate on measurement book by Project Manager that materials under consideration have been erected, tested and commissioned as per technical specification, scope of work & approved drawings.
 - b. Quantum and completion of works is certified by Project Manager jointly with contractor and eligible amount of such works are computed as per approved payment terms.
 - c. 50% of such eligible amount shall be released to the contractor immediately within a week. The amount of un-measured bill should not be more than average of previous two measured bill.
 - d. Next bill of the work shall invariably be a measured bill in which, various quantities of unmeasured bill shall be verified and measured jointly by Project Manager and contractor.
- A. Supply, Erection, Testing and Commissioning of works under DDUGJY:**
1. Advance payment (Optional):
 - I. For Ex-works Supply contract, Initial interest bearing adjustable Mobilization Advance of 15% of ex-works contract cost excluding taxes and duties shall be released for all the materials in two tranches of 7.5% each. First installment of 7.5% of ex-works price component shall be released on presentation of the following:
 - a. Unconditional acceptance of the Letter of Award and signing of contract agreement by the Contractor.

The bidder must utilize first advance installment of 5% of total erection price before requesting for second advance installment. Second installment of 5% shall be released on presentation of contractor's invoice and satisfactory utilization certificate of first advance installment.

2. Progressive payments (Supply):

2.1. First Installment(60%) : Sixty percent (60%) payments against various items of price schedule 1 including 100% Excise Duty, Taxes etc shall be paid on receipt and acceptance of Material on submission of documents indicated herein under:

- a. Unconditional acceptance of the Letter of Award and signing of contract agreement by the Contractor.
- b. An unconditional & irrevocable Bank Guarantee for ten percent (10%) of the total Contract price towards Contract Performance Guarantee (CPG) in accordance with the provisions of Clause 34.1, Section ITB and as per performa attached with Section-VI of Vol.-I (Conditions of Contract). The said bank guarantee shall be initially valid upto ninety (90) days after expiry of the Warranty Period and shall be extended from time to time till ninety (90) days beyond successful completion of warranty period, as may be required under the Contract.
- c. Detailed Project Execution Plan/PERT chart and its approval by the Employer.
- d. Evidence of dispatch (R/R or receipted L/R)
- e. Contractor's detailed Invoice & packing list identifying contents of each shipment.
- f. Invoice certifying payments of ED, Taxes for the direct transaction between Employer and Contractor,
- g. Copy of Certificate to the effect of payments of State/ Central taxes, duties, levies etc have been made against supply of materials through sub-vendors under the contract.
- h. Certified copy of Insurance policy/Insurance Certificate.
- i. Manufacturer's/Contractor's guarantee certificate of Quality.
- j. Material Dispatch Clearance Certificate (MDCC) / Dispatch Instructions (DI) for dispatch of materials from the manufacturer's works. MDCC/DI shall be issued by authorized officer of Employer
- k. Manufacturer's copy of challan
- l. submission of the certificate by the Employer's representative that the item(s) have been received,
- m. Submission of certificate by Project Manager that materials have been supplied as per technical specification, scope of work & approved drawings enclosing certified copy of inspection reports and dispatch clearances.
- n. 60% of proportionate Mobilization Advance against Supply shall be adjusted while making payments of this installment. In case of delay of project, the entire

2.3. Third and Final Installment (10%):

- a. The balance ten percent (10%) of payment against Supply contracts excluding Excise Duty, Taxes etc shall be reimbursable on successful supply, erection, testing and commissioning of the works in the project and Issuance of Taking over Certificate by the Employer.
- b. 'Commissioning' for the purpose of payments shall mean satisfactory completion of all supplies, erection, commissioning checks and successful completion of all site tests and continuous energisation of the equipment/ materials at rated voltage as per the Contract and to the satisfaction/approval of the Employer.
- c. On submission of the certificate by the Project Manager that the Item(s) have been received, erected, tested and commissioned.
- d. On certification by Project Manager for validity of an unconditional & irrevocable Bank Guarantee for ten percent (10%) of the total Contract price towards Contract Performance Guarantee (CPG) in accordance with the provisions of Clause 34.1, Section ITB and as per performa attached with Section-VI of Vol.-I (Conditions of Contract). The said bank guarantee shall be initially valid upto ninety (90) days after expiry of the Warranty Period and shall be extended from time to time till ninety (90) days beyond successful completion of warranty period, as may be required under the Contract.
- e. In case, for any reason not attributable to the contractor, the commissioning and charging of equipment/materials is delayed beyond 120 days of successful completion of final checking and testing of works, the balance 10% payment shall be released against an unconditional & irrevocable bank guarantee of equivalent amount initially valid till 6 months from the readiness of works for commissioning and charging at rated voltage, to be extended till 90 days beyond actual commissioning & taking over.

3. Progressive payments (Erection):

3.1. First Installment (90%) : Ninety percent (90%) payments against Erection contracts shall be paid on erection, testing and commissioning of works and on submission of documents of all villages indicated herein under:

- a. Unconditional acceptance of the Letter of Award and signing of contract agreement by the Contractor.
- b. Detailed Project Execution Plan/PERT chart and its approval by the Employer.
- c. An unconditional & irrevocable Bank Guarantee for ten percent (10%) of the total Erection Contract price towards Contract Performance Guarantee (CPG) in accordance with the provisions of Clause 34.1, Section ITB and as per performa attached with Section-VI of Vol.-I (Conditions of Contract). The said bank guarantee shall be initially valid upto ninety (90) days after expiry of the Warranty Period and shall be extended from time to time till ninety (90) days beyond successful completion of warranty period, as may be required under the Contract.
- d. Certified copy of Insurance policy/Insurance Certificate.
- e. Material reconciliation statement consisting of the materials utilized for erection, testing & commissioning vis-à-vis erection activity of the lot of villages

Sub:- Supply of material and erection thereof for bifurcation/trifurcation of 51 no. overloaded 11KV feeders into 104 no feeders under (OP) Circle, Kaithal on turnkey basis against B-265 (NIT No. 1/2010/B-265/P&D/Bif/2010).

In this connection, it is intimated that M/s Dev Infocom (P) Limited with registered address 508, Aggarwal Millenium Tower-I, Netaji Subhashi Place, New Delhi was allotted the work of supply of material and erection thereof for bifurcation/trifurcation of 51 no. overloaded 11KV feeders into 104 no feeders under (OP) Circle, Kaithal on turnkey basis against B-265 (NIT No. 1/2010/B-265/P&D/Bif/2010) vide memo No. Ch-170 & 171/P&D/B-265/XEN PD dated 27.08.2011 by the O/o GM/P&D UHBVN, Panchkula and in spite of various memos of SDO Const. S/Divn, UHBVN, Kaithal, this office & higher offices. M/s Dev Infocom has failed to complete the work after the lapse of three years from the scheduled date of completion and the firm only completed the bifurcation of only 27 No feeders out of 53 no feeders. Further, the firm has also been requested for joint measurement vide SDO Const. Kaithal memo no 148/CSD/KTL-M dated 01.09.2014 & Ch-103/CDA-551 dated 02.09.2014, but the Firm not respond to reconcile the material account intentionally, since the firm have withdrawn the excess amount. It reveals from the record of this office and as intimated by SDO Const. Kaithal vide memo No. 152/CSD-M/Ktl dated 12.09.2014 that M/s Dev Infocom have drawn excess payment amounting to Rs. 19164393/- only against the supply of material and it is also intimated by SDO Const. S/Divn, Kaithal that there is no material at the Store maintain by the firm. The further firm also takes away the material supplied by the Nigam amounting to Rs. 418448/- (detail attached).

| Sr. No | Description | Amount |
|--------|--|--|
| A | Detail of Amount paid to firm | |
| 1 | Net amount paid to the firm on a/c of supply | Rs.19771518.00 against Rs. 29753354.00, Balance Rs.9981836.00 adjusted in penalty as included in column (I, II, III) |
| 2 | Net amount paid to the firm on a/c of Erection | Rs. 0 against Rs. 1004050.00 the whole amount adjusted in penalty included in column (I, II, III) |
| 3 | Net amount paid to the firm on a/c of Retention | Rs.7422018.00 against Rs. 8448686.00 and balance Rs.1024668.00 adjusted in penalty included in column (I, II, III) |
| 4 | Penalty Deducted on a/c of late submission of PBG | 1001000.00 |
| 5 | Penalty Deducted on a/c of late submission of Contract Agreement | 770000.00 |
| 6 | Full Penalty Deducted on a/c of Non completion of work in schedule time. | 10239554.00 |



FIRST INFORMATION REPORT

(Under Section 155 Cr.P.C.)

प्रथम सूचना रिपोर्ट
(पर 154 क्रि.प्र.स. के तहत)

(a) Occupation (व्यवसाय):

(b) Address
(पता):

| S.No. (क्र.सं.) | Address Type (पता का प्रकार) | Address (पता) |
|-----------------|------------------------------|--|
| 1 | Present Address | SE/CONST CIRCL UHBVN PANCHKULA, PANCHKULA HARYANA INDIA |
| 2 | Permanent Address | SE/CONST CIRCL UHBVN PANCHKULA, PANCHKULA HARYANA INDIA |

(c) Phone number (दूरभाष सं.):

— Mobile (मोबाइल सं.):

7. Details of known / suspected / unknown accused with full particulars (ज्ञात / संदिग्ध / अज्ञात अभियुक्त का पूरा विवरण सहित वर्णन):

| S. No. (क्र.सं.) | Name (नाम) | Alias (उपनाम) | Relative's Name (रिश्तेदार का नाम) |
|---------------------|---|---------------|------------------------------------|
| 1 | MS DEV INFOCOM LIMITED 508 AGGARWAL MILLENIUM TOWER NETAJI SUBHASH PALACE NEW DELH | | |

8. Reasons for delay in reporting by the complainant / Informant (मित्र/प्रत्यक्ष / सूचनाकर्ता द्वारा रिपोर्ट देते देते देर करने के कारण):

9. Particulars of properties of interest (संबन्धित सम्पत्ति का विवरण):

| S.No. (क्र.सं.) | Property Type (सम्पत्ति का प्रकार) | Sub Type (उप प्रकार) | Value (In Rs.) (मूल्य (रु. में)) |
|--------------------|------------------------------------|----------------------|----------------------------------|
| | | | |

10. Total value of property stolen (In Rs.) (चोरी की सम्पत्ति का कुल मूल्य (रु. में)):

11. Inquest Report / U.C. case No. if any (मृत्यु की जांच रिपोर्ट / एच.सी. केस नंबर यदि हो):

| S. No. (क्र.सं.) | UIDB Number (पंजीकरण सं.) |
|---------------------|---------------------------|
| | |

12. First Information Contents (प्रथम सूचना सं.)

एक पत्र क्रमांक 481-DGPN DT 06.07.19 पुलिस अधीक्षक कायाली कपूर से भेजा गया था जिस में बताया गया है कि

(Under Section 154 Cr.P.C.)

‘मध्यमे’ संपन्न विप्राः

प्रायः १५४५ ई. मंदिना सहित्ये के संवत्

3. Action taken: Since the above information reveals commission of offense(s) listed mentioned at Item No. 2.

एकी गयी कार्यवाही: चूंकि उपरोक्त जानकारी से पता चलता है कि अंतराष्ट्रीय फ़ोन का प्रयोग नमूने 2 में चलते-चलते हो रहा है।

- (1) Registered the case and took up the investigation (प्रकरण को रजिस्ट्रार कर और जांच के लिए तैयार किया); or (या)
- (2) Directed (Name of I.O.) (जांच अधिकारी का नाम); Rank (पद) S (Sub-inspector) - Rambhagan

No. (टी.) 857/KNL to take up the investigation (को प्रोब अपने पास में लेने के लिए निर्देश दिया गया) or (या)

- (3) Refused investigation due to (जांच के लिए): ०२ (दो कारणों के लिए किया था)

- (4) Transferred to P.S. (माना) District (मिल)

on point of jurisdiction (को संप्राधिकार में कार्य
कराया जाता है).

F.I.R. road over to the complainant informant admitted to be correctly recorded and a copy given to the complainant informant free of cost. (शिकायतकर्ता/अनुसूचित जाति/अनुसूचित वर्ग पर मुआइ नदी, सही रोज एवं मंगल और शुक्र कोषी निराश्रित शिकायतकर्ता को दी गयी)

R.O.A.C. (आर.ओ.ए.सी.)

Signature of Officer in charge, Police Station (पुलिस स्टेशन के इन्चार्ज)



FIRST INFORMATION REPORT

(Under Section 154 Cr.P.C.)

प्रथम सूचना रिपोर्ट

(अनुच्छेद 154 के अन्तर्गत प्रथम सूचना रिपोर्ट)

14. Signature / Thumb
Impression
of the complainant /
Informant (शिकायतकर्ता /
सूचनादाता के हस्ताक्षर / अंगूठे का
निराकरण)

Name (पुनः) : Manbir Singh

Rank (पद) : (Assistant Sub Inspector)

No. (सं.) : 217

15. Date and time of dispatch to the Court (अदालत में प्रेषण की दिनांक और समय):



UTTAR PRADESH HIGH VOLTAGE NETWORK LIMITED
 A Govt. of Uttar Pradesh Undertaking
 Office of the Chief Engineer (OP) UHBVN, Rohtak
 Rajiv Gandhi Marg, Bhatnagar, Near Noida Road, Rohtak
 Rohtak (Haryana) - 124001, India. Tel: 0172-266771, Fax: 0172-266557
 E-mail: ceop@uhsn.com
 Regd. & Corp. Office C-15, Vidyut Sthan, Sector-6, Panchkula
 Website: www.uhsn.com

From:

The Arbitrator - Cum - Chief Engineer (OP)
 UHBVN, Rohtak

To

REGD. The Legal Remembrancer,
 HPU, Panchkula.

| | |
|--|---------------|
| Diary No. 1801 | Date 18/11/19 |
| S.E.P.D. | E/Const. PW |
| S.E.Chief PW | PA/Supdt./CDM |
| Chief Engineer, PD&C UHBVN, Panchkula | |

Memo No. Ch-43/ARB/GEN/Vol-VI
 Dated: 10.04.2019

Subject: Award.

Please refer to your office memo No. 75/LB-3 (496) dated 30.09.2015.

Enclosed please find herewith a copy of award dated 09.04.2019 announced by the undersigned in arbitration case of M/s. Dev Infocom Pvt. Ltd. V/s. CGM/PD&C UHBVN, Panchkula for kind information and necessary action.

DA/as above

Diary No. 1776 DL 15/11/19
 XEN/DD-II XEN/PLG
 XEN/ ASSTI. XEN/ R-II
 ALL XENS
 SEP&D

Arbitrator/CE(OP)
 UHBVN, Rohtak.

REGD. CGM/PD&C, UHBVN, Panchkula. A copy of the award is enclosed herewith for kind information and necessary action.

DA/as above

No. 1463
 Dated 11/11/19

CC:
 16/11/19

16/11/19
 16/11/19

Indian Non-Judicial Stamp
Haryana Government

Date: 29/03/2016

Certificate No: POS2019C249

SRN No: 45111332

Stamp Duty Paid: ₹ 2420

Recalty: 20

Deponent

Name: Chief Engineer UHBVN

House/Floor: 0

City/Village: Rohtak

Phone: 0

Section/Ward: 0

District: Rohtak

Landmark: 0

State: Haryana

Purpose: ARBITRATION AWARD to be submitted at Concerned

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://e-grashy.nic.in>

M/s Dev Infocom (P) Ltd.,
508, Aggarwal Millenium Tower-1,
Netaji Subhash Place, New Delhi.

.....Petitioner

V/S

CGM/PD&C UHBVN
(through XEN/DD-II)

.....Respondent

Whereas I, Chief Engineer/OP UHBVN, Rohtak was nominated by designation as an Arbitrator vide LR/HVPN, Panchkula Memo No. 75/LB-3 (496) dated 30.09.2015 in respect of Bld No B-265 to decide the differences & dispute between M/s. Dev Infocom Pvt. Ltd. and UHBVN (CGM/PD&C).

Accordingly notice was issued to CGM/PD&C UHBVN, Panchkula vide this office memo No. Ch-2/ARB-86 dated 29.10.2015 to submit the complete case/documents to this office for necessary action. CGM/PD&C UHBVN, Panchkula was again asked to submit the required documents vide memo No. Ch-3/ARB-86 dated 10.12.2015. CGM/PD&C UHBVN, Panchkula submitted brief history of the case as well as copy of work order of supply of material and erection of material vide memo No. Ch-22/PD-207/DD-II dated 27.11.2015. A notice vide this office memo No. Ch-5/ARB-86 dated 18.01.2016 was issued to M/s. Dev Infocom Pvt. Ltd. 508, Aggarwal Millenium, Tower No. 1, Netaji Subhash Palace, New Delhi through registered post for submitting his claim petition in duplicate but this letter was received back with the remarks by postal authorities "left without address". CGM/PD&C UHBVN, Panchkula vide memo No. Ch-8/ARB-86 dated 03.02.2016 was asked to intimate the changed address of the firm to proceed further in the matter. CGM/PD&C UHBVN, Panchkula intimated the new address of the firm vide email dated 03.02.2016 as M/s. Dev Infocom Pvt. Ltd., 511, Preeti Nagar, Hisar.

CGM

Again a registered notice has been sent to M/s. Dev Infocom Pvt. Ltd., 508, Aggarwal Nagar, Hissar vide this office memo No. Ch-9/ARB-86 dated 04.02.2016 but firm did not turn up for hearing. A reminder through registered post was sent vide this office memo No. Ch-10/ARB-86 dated 28.04.2016 but call again. Again a reminder through registered post was sent vide this office memo No. Ch-10/ARB-86 dated 16.05.2016 but did not submitted the claim petition. Another reminder was sent vide this office memo No. Ch-12/ARB-86 dated 16.05.2016 through registered post but the same was received back with the remarks by postal authorities "Ink nape par nahi hai". After that an official of this office deputed to serve dash with witness but it was found that firm has changed his address and not found at given address.

An opinion of LR/HPU Panchkula vide memo No. Ch-16/ARB-86 dated 11.11.2016 was also taken by the then CE/OP UHBVN, Rohtak that this office cannot be act as Arbitrator in view of notification of Ministry of Law & Justice. LR/HPU opinioned that CE/OP Rohtak is competent to act as Arbitrator vide his office memo No. Ch-147/LB-3(496) dated 23.11.2016. Again this office written a letter to SE/Admin., UHBVN, Panchkula to appoint some other appropriate Arbitrator vide memo No. Ch-19/ARB-86 dated 14.12.2016. The then CE/OP UHBVN, Rohtak written a letter to Director/Tech-I UHBVN, Panchkula requesting him to appoint some other person as Arbitrator vide memo No. Ch-21/ARB-86 dated 15.02.2017. CE/PD&C UHBVN, Panchkula vide memo No. Ch-45/PD-207/DD-II dated 29.03.2017 send the concurrence of Worthy CMD UHBVN that proceedings be expedited.

CE/PD&C UHBVN, Panchkula was again requested to intimate the changed address of the firm vide memo No. Ch-23/ARB-86 dated 11.04.17 & Ch-24/ARB-86 dated 02.05.17. Ch-25/ARB-86 dated 18.08.17. CGM/PD&C UHBVN, Panchkula intimated the new address of the firm i.e. Dev Infocom Pvt. Ltd. 425672 Jai Mata Market, Tri Nagar Delhi. Notices were issued to both the parties vide memo No. 30/ARB-86 dated 16.07.18 & Ch-31/ARB-86 dated 14.09.18. Again CGM/PD&C UHBVN, Panchkula vide memo No. Ch-56/PD-207/DD-II dated 05.10.18 intimated address of the firm as per record of their office as Sh. Gopal Garg S/O Sh. Shiv Kumar Garg, M/s. Dev Infocom Pvt. Ltd., 508, Aggarwal Millenium Tower-1, Netaji Subhash Palace, New Delhi. Again registered notice was sent to Sh. Gopal Garg S/O Sh. Shiv Kumar Garg, M/s. Dev Infocom Pvt. Ltd., 508, Aggarwal Millenium Tower-1, Netaji Subhash Palace, New Delhi vide this office memo No. Ch-33/ARB-86 dated 08.10.2018 but the letter received back with the remarks by postal authorities "left without address". An official of this office deputed to deliver the letter to the firm at New Delhi address. The official intimated that firm has not found at the given address. However another firm was found on the address whose snapshot was taken by the official which is placed in the file at CP-37.

Before initiating ex-parte proceedings a notice was not published in leading news papers to the petitioner. M/s. Dev Infocom Pvt. Ltd. to submit claim petition upto 10.12.2018 and after that no opportunity will be given and ex-parte decision will be taken in the matter. The notice was published in a newspaper dated 22.11.18 and "Dainik Banskari" dated 23.11.18 which is placed at CR-42.

The petitioner i.e. M/s. Dev Infocom Pvt. Ltd. did not come forward to submit his claim and hence ex-parte proceedings got started. This office issued notice to respondent i.e. CE/PD&C UHBVN, Panchkula to submit his written statement/claim on dated 07.01.2019. On dated 07.01.19, respondent requested for next date as the complete detail was not found available. On the request next date of hearing was fixed for 11.02.19 which was further postponed to 20.02.19. The date of hearing further postponed to 27.02.19. The date of hearing 27.02.19 was postponed to 28.02.19 on the request of respondent vide memo No. Ch-49/ARB-86 dated 25.02.19. The case was further postponed to 08.03.19 on the request of respondent. Sh. Amolak Singh-XEN on behalf of respondent attended the arbitration proceeding on 08.03.2019. He has submitted claim petition alongwith annexures. While going through the claim submitted by the respondent, various discrepancies were observed which were shown to the respondent and they have agreed to rectify the same and submit again. The respondent rectified the discrepancies and submit the claim which is placed in file. Next date of hearing was fixed for 25.03.19. On dated 25.03.19, respondent submitted authorization letter from CGM/PD&C UHBVN, Panchkula and required NISP alongwith vakalatnama of Sh. R.C. Chugh Advocate.

The respondent was heard in person and they had submitted that the petitioner was awarded two contracts against bid number B-265 (NIT No. 1/2010/Bid No. B-265/P&D/Blf/2010), one for supply of material for bifurcation / trifurcation of 51-No. overloaded 11 KV feeder into 104 No. feeders under Op. Circle, Kaithal on turnkey basis and other one for Erection of material for bifurcation / trifurcation of 51 No. overloaded 11 KV feeder into 104 No. feeders under Op. Circle, Kaithal on turnkey basis. The order dated 27.06.2011 for supply portion had a contract price of Rs. 7,36,11,665/- including Excise Duty, Sales Tax, F&I, other taxes, duties etc. (all inclusive) FOR Destination at the agreed terms and conditions as envisaged in LOI No. Ch-146/P&D/B-265/XEN PD dated 26.05.2011. The order dated 27.06.2011 for Erection portion had a contract price of Rs. 33,88,335/- including Excise Duty, Sales Tax, F&I, other taxes, duties etc. (all inclusive) FOR Destination at the agreed terms and conditions as envisaged in LOI No. Ch-147/P&D/B-265/XEN PD dated 26.05.2011.

As per contract, the completion period for whole work combining supply portion as well as erection portion was 6 months from the date of issuance of detailed work order, meaning thereby that the whole contract was to be

discharged by the petitioner within 6 months from the date of placement of order dated 27.06.2011 by performance.

The respondent has submitted that the progress of work by the petitioner firm was not satisfactory and he delayed the work for which various letters were written to the petitioner to get the work completed in time. After that when the petitioner did not complete the work then various letters were written to the petitioner as to why punitive action as per term & conditions of contract/ Bid document should not be taken against the respondent firm. Also various letters for terminating the contract and blacklisting the firm were also written to the petitioner as there was no response from the petitioner firm and neither they completed the work.

The respondent through SDO/Construction URBVN, Kailhal got an FIR registered against the firm on 16.04.2015 which was registered on 16.08.16 vide FIR No. 378 under Section IPC 486. The respondent has also submitted that for delay in works, as per clause of Bid document, a penalty of Rs. 1,20,10,554/- was also imposed on the petitioner. The respondent Nigam got the Bank Guarantee encashed amounting to Rs. 77,00,001/- (10% of total contract value i.e. contract for supply portion and contract for erection portion) due to failure of petitioner to perform the entire contract. Clause 33 of Instructions to Bidder contract in section 2 of bidding documents mentioned the condition governing and furnishing of performance bank guarantee by the petitioner contractor.

The respondent vide letter No. Ch-180/B-265/Vol-II dated 20.05.2013 had offered another opportunity to complete the work by 31.05.2013. In all respect and finally, the petitioner firm was black listed by the respondent vide memo No. Ch-99/B-265/Vol-II/DP-II dated 13.06.17.

Initially after starting the work by the petitioner firm, it submitted the bills for the material supplied by them to the respondent and also the erection bill were also submitted to the respondent. The respondent after verification of material as supplied by the petitioner and after verification of material erected at site had made payments to the petitioner as per terms & conditions of Bid. The bills of supply and erection submitted by the petitioner and verification made and approved by the respondent to the petitioner are placed in file. The bills submitted by the petitioner and payment made by the respondent is as follows:

| Sr. No. | Description | Amount (Rs.) | Remarks |
|---------|--|---|---|
| | Total cost of material for which the firm had raised bills | 4,95,88,930.26 | |
| A | Details of amount already paid to firm against above material | | |
| I) | Paid against 60% slab (supply) | 2,97,53,394/- | |
| II) | Paid against 30% slab (supply) | 84,46,686/- | |
| III) | Paid against Erection . 90% slab (supply) | 10,88,729/- | |
| | Total amount paid to the petitioner (I+II+III) | 3,92,88,769/- | |
| | Recovery on a/c of cost of Nigams material (11KV XLPE U/G cable 185mm ² =723 mtr. @576/-) lying balance with the firm | Rs. 4,16,448/- | Cable handed over to Contractor=1527 Mtr. Erected by the Contractor= 804 Mtrs. Balance Recoverable =723 Mtrs. @ Rs. 576/- per Mtrs. |
| B | Detail of Amount payable as per measurement | | |
| I) | Cost of Material | 1,90,69,171/- | |
| II) | Erection Charges | 10,65,157/- | |
| | Total payable | 2,01,34,328/- | |
| C) | Details of recoverable amount | | |
| | Recovery on a/c of cost of balance material | 1,91,54,441 (Rs. 3,92,88,769 minus Rs. 2,01,34,328) | |
| D | Total recoverable amount | 1,95,70,889/- | |

The respondent Nigam had submitted that the firm had raised bills amounting to Rs. 4,95,88,930.26 as the cost of material supplied by the petitioner to the respondent Nigam. After receiving these bills as per Terms & conditions of Bid, the respondent Nigam had paid Rs. 3,92,88,769/- to the petitioner for supply and erection portion as per terms & Conditions of Bid. After that respondent Nigam checked the erection of material at site which was supplied by the petitioner for which payment had already been made to the petitioner. It was found by the respondent Nigam that total amount to be payable to the petitioner after measurement of work at site comes to Rs. 2,01,34,328/-. The respondent Nigam submitted that he had made an excess payment of Rs. 1,91,54,441/- (Rs. 3,92,88,769.00 - Rs. 2,01,34,328.00) for the material which had already been paid to the petitioner but the petitioner did not erect material at site.

Besides above respondent Nigam submitted that he had handed over 1527 meters 11 KV 185 mm² XLPE U/G cable to the petitioner for erection at site as it was not available with the petitioner. Out of this 1527 meters cable, 804 meters cable had been erected by the petitioner but balance 723 meters cable was

neither erected at site nor returned back to the respondent. The cost of this 723 meters cable is Rs. 4,16,448/- which is also to be recovered from the petitioner. Hence, total amount recoverable is Rs. 1,95,70,889/-

AWARD

After going through the claim petition of the respondent, various documents placed in file, verified bills of supply and erection and payment made to the petitioner, it is found that excess payment of Rs. 1,91,54,441/- was made to the petitioner by the respondent for which erection work has to be carried out by the petitioner but it did not complete the work & rather had taken away the material for which he had received this payment. Besides this Rs. 4,16,448/- is also recoverable from the petitioner as cost of underground cable which was supplied by the respondent Nigam to the petitioner for completing the work but this material was also taken away by the petitioner firm. The total amount to be recovered is Rs. 1,95,70,889/- from the petitioner firm which does not include any balance penalty amount and respondent Nigam is only claiming the cost of material which the respondent had paid to the petitioner and instead of erecting it at site had taken away with him.

Thus the amount of Rs. 1,95,70,889/- is rightly to be recovered with 18% interest per annum from the petitioner i.e. M/s. Dev Infocom Pvt. Ltd.

Dated: 09.04.2019

Arbitrator/CE(OP)

UHBVN, Rohtak



UTTARAKHAND BHOODHAN VIKAS NIGAM LIMITED
 (A Govt. of Uttarakhand Undertaking)
 Office of the Chief Engineer (OP) UHBVN Rohtak
 Rajiv Gandhi Vidyut Bhawan, Near Medical Store, Delhi Road,
 Rohtak Tel:- 01262-260771, Fax:- 1262-260571
 E-mail:- general@uwbvn.com
 Regd. & Corp. office C-15 Vidyut Sadan, Sector-6, Panchkula.
 Website: www.uwbvn.com

From:

The Arbitrator - Cum - Chief Engineer (OP)
 UHBVN, Rohtak

To

REGD. M/s. Dev Infocom (P) Ltd.,
 H. No. 71A, Block- B-4,
 Keshaypuram, New Delhi-110035

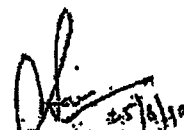
Memo No. Ch- 45/ARB/GEN/Vol-VI
 Dated: 25.06.2019

Subject : Award.

Please refer to your office letter dated 28.05.2019.

Enclosed, please find herewith a copy of award dated 09.04.2019
 announced by the undersigned in arbitration case of M/s. Dev Infocom Pvt.
 Ltd. V/s. CGM/PD&C UHBVN, Panchkula for kind information and necessary
 action.

DA/as above


 Arbitrator/CE(OP)
 UHBVN, Rohtak.

Dakshin Haryana Bijli Vitran nogam Limited

3.7 Non recovery of outstanding dues on account of energy bills

8. Non-compliance with provisions of Electricity Act and HERC Regulations 2014 resulted in non-recovery of Rs. 84.14 lakh.

Section 56 of the Electricity Act, 2003 requires that where any person neglects to pay charges for electricity or any other sum, a licensee may after giving not less than 15 days' notice in writing, cut off the supply of electricity until such charge or other sum are paid to the licensee. The Haryana Electricity

Regulatory Commission (Electricity Supply Code) Regulations, 2014 provides that a security deposit (Advance Consumption Deposit-ACD) equivalent to estimated power consumption of two billing cycles should be made by all consumers whose values should be reviewed by the licensee at the beginning of the year for adequacy based on the consumption pattern of the previous year.

Scrutiny of records of Chhainsa Sub Division under Operation Circle Faridabad revealed that a large supply consumer having two connections, C-18 and C-29, deposited ACD of Rs 9.02 lakh (Rs 2.52 lakh and Rs 6.50 lakh respectively) at the time of release of connections in July 2008 and November 2009 respectively. The consumer defaulted in payment of dues from May and June 2015 respectively. To clear the dues up to August 2015, the consumer gave (5 September 2015) two cheques of Rs 61.80 lakh (Rs 10.93 lakh for C-1 and Rs 50.87 lakh for C-2) which were dishonoured (14 September 2015). The Company disconnected the energy supply on 10 September 2015. The total dues increased to Rs. 84.14 lakh (with surcharge) as on December 2015 after adjusting the available ACD of Rs 9.02 lakh.

Audit observed (December 2015) that though the Company was required to maintain ACD of Rs 35.33 lakh (Rs 5.29 lakh for C-1 and Rs 30.04 lakh for C-2) during 2015-16 on the basis of consumption pattern of 2014-15, it did not obtain the additional ACD of Rs 26.30 lakh.

The concerned Sub Divisional Officer (SDO) intimated (April 2016) that the defaulting amount was transferred (18 February 2016) to the consumer's residential connection account and would be recovered. However, it was observed that the consumer's residential account too has been disconnected (February 2016) by the Company and hence the chances of recovery are very remote.

Thus, non-compliance with the provisions of the Electricity Act, 2003 and HERC Regulations 2014 resulted in non-recovery of dues to the extent of Rs 84.14 lakh. Had the additional ACD of Rs 26.30 lakh been obtained, the non-recovery could have been reduced to that extent.

The Government stated (June 2016) that a charge sheet has been framed against the concerned officials for non-disconnection of supply to defaulter premises and non-recovery of due ACD in timely manner

In their written reply, the State Government/Company stated as under:—

The matter came up to the notice of the Division office during 10/2015 while reviewing the list of defaulters in the (OP) S/Divn Chhainsa. A letter memo No 576 dt. 23 10 2015 was issued to Sh Sanjay Mangla, SDO (OP) Chhainsa to explain his position regarding accumulation of defaulting amount and non-disconnection of defaulting premises in addition to non lodging of FIR against the consumer i.e M/s Gold Field Medical College on account of dishonored cheques. Sh Sanjay Mangla, SDO did not reply the above memo and subsequently a financial charge sheet was framed against Sh Sanjay Mangla, SDO & Sh Man Singh LM working as CA for non-disconnection of defaulter premises, non recovery of ACD & Failure to take action on dishonored cheques resulting into non recovery of defaulting amount to the tune of Rs 74 68 Lacs from the consumer which was disconnected at a very later stage,

Sh Sanjay Mangla SDO (OP) S/Divn Chhainsa was charge sheeted vide SE/Admn DHBVN, Hisar Charge Sheet No 22/Conf/DVN-2781 dated 5 9 2016 & Sh Man Singh, LM working as CA was charge sheeted vide SE (OP) Circle, Fardabad Charge sheet No 62/ES/FC-864 dated 11 4 2017. The SDO (OP) S/Divn Chhainsa has intimated that the total defaulting amount outstanding amounting to Rs 84,14,036/- after adjustment of ACD amount i.e 9,02,000/- against M/s Gold Field Medical College & Research Centre, Chhainsa & the defaulting amount was transferred to SDO (OP) S/Divn No 4 under XEN (OP) Divn DHBVN, Old Fardabad vide his office memo No 357 dated 12 06 2017. The SDO (OP) S/Divn No 4, DHBVN, Fardabad has intimated vide his office memo No 1256 dated 13 06 2017 that the amount was debited to the consumer account bearing A/c No 8196088617 in the name of Smt Shashi Adhlakha, H No 59, Sector-21B, Fardabad through SC&AR No 05/R-206A. The consumer went to the litigations in the court of Ms Pallavi Ojha, Judge (Jr Divn) Faridabad against the defaulting amount was debited to her account. The next date of hearing for witness is fixed **on 20.0.2020 (copy of Court case attached herewith)**. The charge sheets are under consideration of the Nigam and outcome of which will be intimated later on.

During the oral examination, the Committee found that the matter regarding recovery of outstanding dues on account of energy bills of company is sub-judice before the Hon'ble Court. Therefore, the Committee recommended that this para be kept pending till the final outcome of the Court case and further recommended that the final outcome of the court case be intimated to the committee. The Committee also recommended that the department should ensure that the recovery process goes uninterrupted in future.

Def. 1/1/16
 Shri. Lal Adhikari, one of the appellants

Page No. 2-7
 26
 (51)
 (C9)

In the Court of Rajesh Mallik, Additional District Judge,
 District Courts, Faridabad

CMA No. 6/2016
 CIS No. 35/2016
 Date of Instt. 29.4.2016
 Date of Decision. 29.4.2016

Smt. Shashi Adhikari wife of Sh. Krishan Lal Adhikari, aged 56 years, r/o house
 no. 59, Sector-21-B, Faridabad

Appellant

Versus

1. Dakshin Haryana Bijli Vitran Nigam Ltd., through its Chairman
 Service to be effected through SDO (Operational), Sub Division, NH 3
 Faridabad
2. The S. D. O. (Operational), Divisional, Sub Division, NH 3, Faridabad
3. The Executive Engineer, Dakshin Haryana Bijli Vitran Nigam Ltd.
 Sector-23, Faridabad

... Respondents.

Civil Miscellaneous Appeal.

Present Sh. Deepak Gera, counsel for the appellant
 Sh. V. K. Gaur, counsel for respondents.

ORDER:

Present Civil Miscellaneous Appeal is filed against the order dated
 18.2.2016 passed by Ms. Pallavi Ojha, Civil Judge (Jr. Divn.) Faridabad, vide
 which present appellant/plaintiff is directed to make payment of 50% of the due
 amount towards electricity bill of Rs. 42,07,018/- to the defendant and the
 defendant was directed to restore the electricity on the payment of said 50%
 dues.

2. Heard Sh. Deepak Gera, counsel for appellant/plaintiff and Sh.
 V. K. Gaur, counsel for respondents/defendants, and having considered the
 impugned order and the documents on file, the court is of the opinion that the

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EXAMINER
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 Faridabad

Shashi Adlakha versus D.J.B.V.N.L. and its..

2

Ld counsel for appellant submitted that appellant Shashi Adlakha is consumer vide electricity connection no. 1593730000 in her own name, installed at her house no. 59, Sector-21-B, Faridabad, and she is regularly paying the electricity bill i.e. consumption charges as per the bill raised by respondents. Ld counsel for the appellant submitted that present plaintiff is Secretary of society M/s Gold Field Institute of Medical Sciences & Research, situated at village Chhainsa, Ballabgarh. Counsel for appellant/plaintiff pointed out that being the Secretary of the society, only the society is liable to pay the arrears of Rs.42,07,018/-, and the said liability of the society, cannot be recovered from the appellant/plaintiff in her individual capacity. He further submitted that respondents/defendants have no right to dis-connect appellant's electricity installed at her residential house as the liability of the society cannot be transferred on her as both are separate identities.

4. On the other hand, Ld. counsel for respondents/defendants submitted that Smt. Shashi Adlakha has given an undertaking that she will be liable to pay the arrears of electricity, and a surety bond was also furnished by her husband Kishan Lal Adlakha, and thus, the said amount could be recovered from Shashi Adlakha, and due to non-payment of said amount, her electricity connection was rightly dis-connected by the electricity department.

5. After hearing the rival submission, I have given my thoughtful consideration to the same.

6. From the perusal of documents produced by both the sides, it is clear that the electricity connection was taken at village Chhainsa in the name of Institute/Society M/s Gold Field Institute of Medical Sciences & Research. The present appellant Smt. Shashi Adlakha is only Secretary of the

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EXAMINER
Session Judge
FARIDABAD

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The fact, she is Secretary in the said society, does not make her liable in her individual capacity, and thus, defendants have committed an error while disconnecting the electricity connection of her residential house. The undertaking given by Smt. Shashi Adlakha is also not in her individual capacity but as the Secretary of said society. The fact that Sh. Kishan Lal Adlakha even furnished surety bonds, does not make the present appellant personally liable for the default of the society.

7. Accordingly, the present Civil Misc. Appeal is hereby allowed with direction to respondents/defendants to restore the electricity connection no. 1593730000, installed at house no 59, Sector-21B, Faridabad, subject to arrears of dues, if any, qua this particular connection, excluding the period when the meter was under dis-connection.

8. However, it is made clear that nothing expressed herein shall affect the merits of the case, pending before the Ld. Lower Court, and Ld. Civil Judge is empowered to appreciate the factual & legal position in this regard.

9. Copy of this order be sent back to concerned Court, and present Civil Miscellaneous Appeal file be consigned to record room after due compliance.

Civil Miscellaneous Appeal Allowed.
Pronounced in open court.

(Rajesh Malhotra)
ADJ/FBI/29.4.2016.

Note: All pages checked & signed by me.

Section N. 5960
21/5/16
4/5/16
31/5/16
19/6/16
11/7/16

Confidentially

CERTIFICATE OF THE JUDGE

Vikod's
Examined by Sec. 76 of the
Indian Evidence Act

11/6/16
11/6/16

04/12/2016

Haryana Forest Development Corporation Limited

3.12 Working of the Company

The Company could neither achieve the profit targets fixed by it nor could it ensure the expected return from felled timber and forest produce. The Company also suffered a loss of Rs.3.27 crore due to less recovery compared to norms of minimum 50 per cent fixed for the recovery of round timber and faulty planning in respect of plantation project on unsuitable land.

3.12.4 Faulty Planning in a Plantation Project

For diversification of its activities The Company entered into an agreement effective from January 2008 to take 63.2 acres land from a co-operative society at Yamunanagar on lease for 11 years at the rate of 5,000 per acre per annum to plant eucalyptus and aloe vera plants. The Eucalyptus clones were to be harvested after five years and aloe vera twice a year. The Company estimated an income of 1.22 crore against expenditure of - 85.20 lakh likely to be incurred during the period of five years on the project. The Company planted about 32,600 eucalyptus and 88,000 aloe vera plants incurring expenditure of 88.31 lakh during 2007-08 to 2015-16. However, the revenue earned till March 2016 was only 5.26 lakh. Besides, only 22,227 eucalyptus plants (68 percent) could survive. The Company had planned harvesting two crops of eucalyptus trees in 11 years but even after more than eight years, not even one crop of Eucalyptus could be harvested. The Company estimated (February 2016) - 42.27 lakh as the realisable value of timber and firewood from sale of the mature eucalyptus plants. However, auction had not been conducted so far (July 2016).

Audit observed that the Company had not conducted soil testing before undertaking this project. The land was filled with boulders that hampered the growth of trees in the initial years. Thus, the Company had already incurred a minimum loss of 40.78 lakh⁴⁶ after considering the value of trees as arrived by the Company, in hand.

The Management replied (July 2016) that it had issued notice for auction for harvesting and sale of trees in June 2016 but the same was postponed and profit loss of the project could not be assessed at this stage. The reply of the Company was not tenable as it had planned two crops during lease period of 11 years but even after lapse of eight years (July 2016) not even one crop had been harvested.

In their written reply, the State Government/Company stated as under:—

The Corporation started its first plantation project for wood production at village Kishanpura (Yamunanagar) after taking 63.20 acres of land on lease for 11 years from Kishanpura Soil Conservation Society for silvi-medico plantation w e f 01.01.2008 @Rs 5000 per acre to be paid on half yearly basis to achieve

the main objective of generation of employment opportunities in rural areas and for socio-economic upliftment of rural people

In the approved project report, it is clearly mentioned that the site condition is suitable for pit plantation where Eucalyptus trees can be planted at spacing of 4 m x 2 m and 1250 plants will be planted per hectare along with intercropping of 5000 plants of Aloe vera. When the project was started, there was great demand of Aloe vera. The growth was also good which may be verified from initial photographs of the site. But as the time passed, the demand of Aloe vera decreased and there were no buyers for Aloe vera. In initial stage, the leaves were sold @ Rs. 8/- per kg but on later stage there were no buyers even after publication of advertisement in newspapers (**Annexure-IX**). It is not true that the Aloe vera plants died due to shadow. The plants died due to lack of maintenance. The plants were not maintained to avoid further expenditure because there were no buyers. Even though, the Company has earned Rs. 5.26 lacs from sale of Aloe vera leaves.

For sale of Eucalyptus trees, the Corporation placed a proposal for approval in the 101st meeting of Board of Directors held in December 2014 to allow the sale of 22227 standing trees of eucalyptus, through open auction so that the Corporation can harvest second crop by January, 2019 before the lease period expires, but said proposal was deferred to the 102nd meeting of Board of Directors held in April, 2015 due to decreasing market trend. The Corporation again placed this issue in the 106th meeting of Board of Directors held on 30/03/2016 and the Board approved to sell 22227 standing Eucalyptus trees (Volume 1112.856 cum) of Soil Conservation Society, Kishanpura, through open auction by following the due procedure. The Corporation issued auction notice in the leading news papers for the auction of trees and auction was fixed for 02/06/2016. However, due to dispute between Gram Panchayat, Kishanpura and the Kishanpura Soil Conservation Society over the issue of control of land, the auction was postponed at insistence of district administration.

Profit/Loss cannot be assessed at this stage. The trees even if not felled for the first crop, are putting on growth and serving other environmental purposes. The plantation has provided several intangible benefits to the State which cannot be valued in monetary terms. The trees on 63 acres of land has improved the microclimate of the area by utilization of waste land of Kishanpura. Carbon sequestration by these trees for 9 years has helped in environment amelioration of the state. Plantation has also provided habitat to many birds and animals of wild origin. Soil erosion checking and soil improvement on the site are addition to the above benefits. Creation and maintenance of plantation has provided employment in rural areas. Harvesting of crop will also provide employment alongwith fuelwood to local people. Leaves will add organic matter to soil. Payment of lease money for marginal and waste land has added to the income of the village which may be utilized for developmental works in the village. The 10% amount of auction value will also be given to Society which may also be used for developmental works.

The intangible benefits are more valuable than the actual money which will be realized from sale of trees in open auction. The Company has done its moral duty by keeping 63 acres of land under tree cover and contributed for 9 years by maintenance tree cover of the State. Therefore, the Corporation has not done any faulty planning by executing this plantation project.

During the oral examination, the Committee was not satisfied with the reply of the Department/Corporation. Therefore, the Committee recommended that the para be kept pending and action taken report in this matter be sent to the Committee at the earliest.

Appendix 5

Statement showing excess quantity of paddy allocated to the defaulting officers
(Referred to in paragraph 2.6)

| Sl. No. | Officer's Name | Designation | Quantity of paddy allocated (MT) | Quantity of paddy received (MT) | Excess quantity (MT) | Shortage (MT) | Total (MT) |
|---------|---|-------------|----------------------------------|---------------------------------|----------------------|---------------|------------|
| 1 | Mr. Jayanti Ravi Vell | Joint | 4000 | 4129 | 129 | 2760 | 1464 |
| 2 | Mr. Narayana | Joint | 4000 | 4726 | 726 | 9187 | 2129 |
| 3 | Mr. Sankar Rice Mills | Joint | 1000 | 4128 | 128 | 2000 | 2077 |
| 4 | Mr. Ravi Prakash Rohit Kumar, Rice Mills, Chennur | Joint | 4000 | 4415 | 415 | 2980 | 2671 |
| 5 | Mr. Shree Krishna Agro Foods, Chennur | Joint | 6000 | 7180 | 1180 | 1811 | 2671 |
| 6 | Mr. Krishna Rice Mill | Joint | 1000 | 4070 | 70 | 2727 | 1779 |
| 7 | Mr. Datta Charal Rice Mill, Dharmam | Joint | 6000 | 6219 | 219 | 6251 | 5778 |
| 8 | Mr. Dharmam Rice Mills, Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 9 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 10 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 11 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 12 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 13 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 14 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 15 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 16 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 17 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 18 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 19 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 20 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 21 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 22 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 23 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 24 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 25 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 26 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 27 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 28 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 29 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 30 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
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| 40 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 41 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
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| 43 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 44 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 45 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 46 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
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| 50 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 51 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 52 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 53 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 54 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
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| 60 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 61 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
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| 63 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 64 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 65 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 66 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 67 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 68 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 69 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 70 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 71 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 72 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 73 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 74 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 75 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 76 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 77 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 78 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 79 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 80 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 81 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
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| 83 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 84 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 85 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
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| 89 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 90 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
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| 94 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 95 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 96 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 97 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
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| 99 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |
| 100 | Mr. Ravi | Joint | 4000 | 4611 | 611 | 3040 | 2507 |

Appendix 6
Statement showing loss suffered due to misappropriation of funds
Referring to it paragraph 2.2.11

| Sl. No. | Particulars | 2012-13 | 2013-14 | 2014-15 | 2015-16 | 2016-17 | 2017-18 | 2018-19 | 2019-20 | 2020-21 | 2021-22 | 2022-23 | 2023-24 | 2024-25 | 2025-26 | 2026-27 | 2027-28 | 2028-29 | 2029-30 | 2030-31 | 2031-32 | 2032-33 | 2033-34 | 2034-35 | 2035-36 | 2036-37 | 2037-38 | 2038-39 | 2039-40 | 2040-41 | 2041-42 | 2042-43 | 2043-44 | 2044-45 | 2045-46 | 2046-47 | 2047-48 | 2048-49 | 2049-50 | 2050-51 | 2051-52 | 2052-53 | 2053-54 | 2054-55 | 2055-56 | 2056-57 | 2057-58 | 2058-59 | 2059-60 | 2060-61 | 2061-62 | 2062-63 | 2063-64 | 2064-65 | 2065-66 | 2066-67 | 2067-68 | 2068-69 | 2069-70 | 2070-71 | 2071-72 | 2072-73 | 2073-74 | 2074-75 | 2075-76 | 2076-77 | 2077-78 | 2078-79 | 2079-80 | 2080-81 | 2081-82 | 2082-83 | 2083-84 | 2084-85 | 2085-86 | 2086-87 | 2087-88 | 2088-89 | 2089-90 | 2090-91 | 2091-92 | 2092-93 | 2093-94 | 2094-95 | 2095-96 | 2096-97 | 2097-98 | 2098-99 | 2099-100 | 2100-101 | 2101-102 | 2102-103 | 2103-104 | 2104-105 | 2105-106 | 2106-107 | 2107-108 | 2108-109 | 2109-110 | 2110-111 | 2111-112 | 2112-113 | 2113-114 | 2114-115 | 2115-116 | 2116-117 | 2117-118 | 2118-119 | 2119-120 | 2120-121 | 2121-122 | 2122-123 | 2123-124 | 2124-125 | 2125-126 | 2126-127 | 2127-128 | 2128-129 | 2129-130 | 2130-131 | 2131-132 | 2132-133 | 2133-134 | 2134-135 | 2135-136 | 2136-137 | 2137-138 | 2138-139 | 2139-140 | 2140-141 | 2141-142 | 2142-143 | 2143-144 | 2144-145 | 2145-146 | 2146-147 | 2147-148 | 2148-149 | 2149-150 | 2150-151 | 2151-152 | 2152-153 | 2153-154 | 2154-155 | 2155-156 | 2156-157 | 2157-158 | 2158-159 | 2159-160 | 2160-161 | 2161-162 | 2162-163 | 2163-164 | 2164-165 | 2165-166 | 2166-167 | 2167-168 | 2168-169 | 2169-170 | 2170-171 | 2171-172 | 2172-173 | 2173-174 | 2174-175 | 2175-176 | 2176-177 | 2177-178 | 2178-179 | 2179-180 | 2180-181 | 2181-182 | 2182-183 | 2183-184 | 2184-185 | 2185-186 | 2186-187 | 2187-188 | 2188-189 | 2189-190 | 2190-191 | 2191-192 | 2192-193 | 2193-194 | 2194-195 | 2195-196 | 2196-197 | 2197-198 | 2198-199 | 2199-200 | 2200-201 | 2201-202 | 2202-203 | 2203-204 | 2204-205 | 2205-206 | 2206-207 | 2207-208 | 2208-209 | 2209-210 | 2210-211 | 2211-212 | 2212-213 | 2213-214 | 2214-215 | 2215-216 | 2216-217 | 2217-218 | 2218-219 | 2219-220 | 2220-221 | 2221-222 | 2222-223 | 2223-224 | 2224-225 | 2225-226 | 2226-227 | 2227-228 | 2228-229 | 2229-230 | 2230-231 | 2231-232 | 2232-233 | 2233-234 | 2234-235 | 2235-236 | 2236-237 | 2237-238 | 2238-239 | 2239-240 | 2240-241 | 2241-242 | 2242-243 | 2243-244 | 2244-245 | 2245-246 | 2246-247 | 2247-248 | 2248-249 | 2249-250 | 2250-251 | 2251-252 | 2252-253 | 2253-254 | 2254-255 | 2255-256 | 2256-257 | 2257-258 | 2258-259 | 2259-260 | 2260-261 | 2261-262 | 2262-263 | 2263-264 | 2264-265 | 2265-266 | 2266-267 | 2267-268 | 2268-269 | 2269-270 | 2270-271 | 2271-272 | 2272-273 | 2273-274 | 2274-275 | 2275-276 | 2276-277 | 2277-278 | 2278-279 | 2279-280 | 2280-281 | 2281-282 | 2282-283 | 2283-284 | 2284-285 | 2285-286 | 2286-287 | 2287-288 | 2288-289 | 2289-290 | 2290-291 | 2291-292 | 2292-293 | 2293-294 | 2294-295 | 2295-296 | 2296-297 | 2297-298 | 2298-299 | 2299-300 | 2300-301 | 2301-302 | 2302-303 | 2303-304 | 2304-305 | 2305-306 | 2306-307 | 2307-308 | 2308-309 | 2309-310 | 2310-311 | 2311-312 | 2312-313 | 2313-314 | 2314-315 | 2315-316 | 2316-317 | 2317-318 | 2318-319 | 2319-320 | 2320-321 | 2321-322 | 2322-323 | 2323-324 | 2324-325 | 2325-326 | 2326-327 | 2327-328 | 2328-329 | 2329-330 | 2330-331 | 2331-332 | 2332-333 | 2333-334 | 2334-335 | 2335-336 | 2336-337 | 2337-338 | 2338-339 | 2339-340 | 2340-341 | 2341-342 | 2342-343 | 2343-344 | 2344-345 | 2345-346 | 2346-347 | 2347-348 | 2348-349 | 2349-350 | 2350-351 | 2351-352 | 2352-353 | 2353-354 | 2354-355 | 2355-356 | 2356-357 | 2357-358 | 2358-359 | 2359-360 | 2360-361 | 2361-362 | 2362-363 | 2363-364 | 2364-365 | 2365-366 | 2366-367 | 2367-368 | 2368-369 | 2369-370 | 2370-371 | 2371-372 | 2372-373 | 2373-374 | 2374-375 | 2375-376 | 2376-377 | 2377-378 | 2378-379 | 2379-380 | 2380-381 | 2381-382 | 2382-383 | 2383-384 | 2384-385 | 2385-386 | 2386-387 | 2387-388 | 2388-389 | 2389-390 | 2390-391 | 2391-392 | 2392-393 | 2393-394 | 2394-395 | 2395-396 | 2396-397 | 2397-398 | 2398-399 | 2399-400 | 2400-401 | 2401-402 | 2402-403 | 2403-404 | 2404-405 | 2405-406 | 2406-407 | 2407-408 | 2408-409 | 2409-410 | 2410-411 | 2411-412 | 2412-413 | 2413-414 | 2414-415 | 2415-416 | 2416-417 | 2417-418 | 2418-419 | 2419-420 | 2420-421 | 2421-422 | 2422-423 | 2423-424 | 2424-425 | 2425-426 | 2426-427 | 2427-428 | 2428-429 | 2429-430 | 2430-431 | 2431-432 | 2432-433 | 2433-434 | 2434-435 | 2435-436 | 2436-437 | 2437-438 | 2438-439 | 2439-440 | 2440-441 | 2441-442 | 2442-443 | 2443-444 | 2444-445 | 2445-446 | 2446-447 | 2447-448 | 2448-449 | 2449-450 | 2450-451 | 2451-452 | 2452-453 | 2453-454 | 2454-455 | 2455-456 | 2456-457 | 2457-458 | 2458-459 | 2459-460 | 2460-461 | 2461-462 | 2462-463 | 2463-464 | 2464-465 | 2465-466 | 2466-467 | 2467-468 | 2468-469 | 2469-470 | 2470-471 | 2471-472 | 2472-473 | 2473-474 | 2474-475 | 2475-476 | 2476-477 | 2477-478 | 2478-479 | 2479-480 | 2480-481 | 2481-482 | 2482-483 | 2483-484 | 2484-485 | 2485-486 | 2486-487 | 2487-488 | 2488-489 | 2489-490 | 2490-491 | 2491-492 | 2492-493 | 2493-494 | 2494-495 | 2495-496 | 2496-497 | 2497-498 | 2498-499 | 2499-500 | 2500-501 | 2501-502 | 2502-503 | 2503-504 | 2504-505 | 2505-506 | 2506-507 | 2507-508 | 2508-509 | 2509-510 | 2510-511 | 2511-512 | 2512-513 | 2513-514 | 2514-515 | 2515-516 | 2516-517 | 2517-518 | 2518-519 | 2519-520 | 2520-521 | 2521-522 | 2522-523 | 2523-524 | 2524-525 | 2525-526 | 2526-527 | 2527-528 | 2528-529 | 2529-530 | 2530-531 | 2531-532 | 2532-533 | 2533-534 | 2534-535 | 2535-536 | 2536-537 | 2537-538 | 2538-539 | 2539-540 | 2540-541 | 2541-542 | 2542-543 | 2543-544 | 2544-545 | 2545-546 | 2546-547 | 2547-548 | 2548-549 | 2549-550 | 2550-551 | 2551-552 | 2552-553 | 2553-554 | 2554-555 | 2555-556 | 2556-557 | 2557-558 | 2558-559 | 2559-560 | 2560-561 | 2561-562 | 2562-563 | 2563-564 | 2564-565 | 2565-566 | 2566-567 | 2567-568 | 2568-569 | 2569-570 | 2570-571 | 2571-572 | 2572-573 | 2573-574 | 2574-575 | 2575-576 | 2576-577 | 2577-578 | 2578-579 | 2579-580 | 2580-581 | 2581-582 | 2582-583 | 2583-584 | 2584-585 | 2585-586 | 2586-587 | 2587-588 | 2588-589 | 2589-590 | 2590-591 | 2591-592 | 2592-593 | 2593-594 | 2594-595 | 2595-596 | 2596-597 | 2597-598 | 2598-599 | 2599-600 | 2600-601 | 2601-602 | 2602-603 | 2603-604 | 2604-605 | 2605-606 | 2606-607 | 2607-608 | 2608-609 | 2609-610 | 2610-611 | 2611-612 | 2612-613 | 2613-614 | 2614-615 | 2615-616 | 2616-617 | 2617-618 | 2618-619 | 2619-620 | 2620-621 | 2621-622 | 2622-623 | 2623-624 | 2624-625 | 2625-626 | 2626-627 | 2627-628 | 2628-629 | 2629-630 | 2630-631 | 2631-632 | 2632-633 | 2633-634 | 2634-635 | 2635-636 | 2636-637 | 2637-638 | 2638-639 | 2639-640 | 2640-641 | 2641-642 | 2642-643 | 2643-644 | 2644-645 | 2645-646 | 2646-647 | 2647-648 | 2648-649 | 2649-650 | 2650-651 | 2651-652 | 2652-653 | 2653-654 | 2654-655 | 2655-656 | 2656-657 | 2657-658 | 2658-659 | 2659-660 | 2660-661 | 2661-662 | 2662-663 | 2663-664 | 2664-665 | 2665-666 | 2666-667 | 2667-668 | 2668-669 | 2669-670 | 2670-671 | 2671-672 | 2672-673 | 2673-674 | 2674-675 | 2675-676 | 2676-677 | 2677-678 | 2678-679 | 2679-680 | 2680-681 | 2681-682 | 2682-683 | 2683-684 | 2684-685 | 2685-686 | 2686-687 | 2687-688 | 2688-689 | 2689-690 | 2690-691 | 2691-692 | 2692-693 | 2693-694 | 2694-695 | 2695-696 | 2696-697 | 2697-698 | 2698-699 | 2699-700 | 2700-701 | 2701-702 | 2702-703 | 2703-704 | 2704-705 | 2705-706 | 2706-707 | 2707-708 | 2708-709 | 2709-710 | 2710-711 | 2711-712 | 2712-713 | 2713-714 | 2714-715 | 2715-716 | 2716-717 | 2717-718 | 2718-719 | 2719-720 | 2720-721 | 2721-722 | 2722-723 | 2723-724 | 2724-725 | 2725-726 | 2726-727 | 2727-728 | 2728-729 | 2729-730 | 2730-731 | 2731-732 | 2732-733 | 2733-734 | 2734-735 | 2735-736 | 2736-737 | 2737-738 | 2738-739 | 2739-740 | 2740-741 | 2741-742 | 2742-743 | 2743-744 | 2744-745 | 2745-746 | 2746-747 | 2747-748 | 2748-749 | 2749-750 | 2750-751 | 2751-752 | 2752-753 | 2753-754 | 2754-755 | 2755-756 | 2756-757 | 2757-758 | 2758-759 | 2759-760 | 2760-761 | 2761-762 | 2762-763 | 2763-764 | 2764-765 | 2765-766 | 2766-767 | 2767-768 | 2768-769 | 2769-770 | 2770-771 | 2771-772 | 2772-773 | 2773-774 | 2774-775 | 2775-776 | 2776-777 | 2777-778 | 2778-779 | 2779-780 | 2780-781 | 2781-782 | 2782-783 | 2783-784 | 2784-785 | 2785-786 | 2786-787 | 2787-788 | 2788-789 | 2789-790 | 2790-791 | 2791-792 | 2792-793 | 2793-794 | 2794-795 | 2795-796 | 2796-797 | 2797-798 | 2798-799 | 2799-800 | 2800-801 | 2801-802 | 2802-803 | 2803-804 | 2804-805 | 2805-806 | 2806-807 | 2807-808 | 2808-809 | 2809-810 | 2810-811 | 2811-812 | 2812-813 | 2813-814 | 2814-815 | 2815-816 | 2816-817 | 2817-818 | 2818-819 | 2819-820 | 2820-821 | 2821-822 | 2822-823 | 2823-824 | 2824-825 | 2825-826 | 2826-827 | 2827-828 | 2828-829 | 2829-830 | 2830-831 | 2831-832 | 2832-833 | 2833-834 | 2834-835 | 2835-836 | 2836-837 | 2837-838 | 2838-839 | 2839-840 | 2840-841 | 2841-842 | 2842-843 | 2843-844 | 2844-845 | 2845-846 | 2846-847 | 2847-848 | 2848-849 | 2849-850 | 2850-851 | 2851-852 | 2852-853 | 2853-854 | 2854-855 | 2855-856 | 2856-857 | 2857-858 | 2858-859 | 2859-860 | 2860-861 | 2861-862 | 2862-863 | 2863-864 | 2864-865 | 2865-866 | 2866-867 | 2867-868 | 2868-869 | 2869-870 | 2870-871 | 2871-872 | 2872-873 | 2873-874 | 2874-875 | 2875-876 | 2876-877 | 2877-878 | 2878-879 | 2879-880 | 2880-881 | 2881-882 | 2882-883 | 2883-884 | 2884-885 | 2885-886 | 2886-887 | 2887-888 | 2888-889 | 2889-890 | 2890-891 | 2891-892 | 2892-893 | 2893-894 | 2894-895 | 2895-896 | 2896-897 | 2897-898 | 2898-899 | 2899-900 | 2900-901 | 2901-902 | 2902-903 | 2903-904 | 2904-905 | 2905-906 | 2906-907 | 2907-908 | 2908-909 | 2909-910 | 2910-911 | 2911-912 | 2912-913 | 2913-914 | 2914-915 | 2915-916 | 2916-917 | 2917-918 | 2918-919 | 2919-920 | 2920-921 | 2921-922 | 2922-923 | 2923-924 | 2924-925 | 2925-926 | 2926-927 | 2927-928 | 2928-929 | 2929-930 | 2930-931 | 2931-932 | 2932-933 | 2933-934 | 2934-935 | 2935-936 | 2936-937 | 2937-938 | 2938-939 | 2939-940 | 2940-941 | 2941-942 | 2942-943 | 2943-944 | 2944-945 | 2945-946 | 2946-947 | 2947-948 | 2948-949 | 2949-950 | 2950-951 | 2951-952 | 2952-953 | 2953-954 | 2954-955 | 2955-956 | 2956-957 | 2957-958 | 2958-959 | 2959-960 |
|---------|-------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|--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Details of Pending Recommendations of the Committee till the Finalization of this Report.

| Sr. No. | Board/Corporation | Report No. | Recommendation | No. of Recommendation |
|---------|---|---------------------------|---|-----------------------|
| 1 | 2 | 3 | 4 | 5 |
| | HVPNL/HPGCL/ UHBVNL/ DHBVNL | 35 th | 23 HPGCL | 1 |
| | | 38 th | 21 UHBVNL | 1 |
| | | 52 nd | 7,11 HVPNL | 2 |
| | | | 8, 10 HPGCL | 2 |
| | | | 12 UHBVNL | 1 |
| | | 53 rd | 1 HPGCL | 1 |
| | | | 42 UHBVNL | 1 |
| | | 56 th | 3 DHBVNL | 1 |
| | | 57 th | 6 UHBVNL/ DHBVNL | 1 |
| | | 58 th | 1 DHBVNL | 1 |
| | | 60 th | 2,3 DHBVNL | 2 |
| | | 61 th | 1,2,4 UHBVNL & DHBVNL | 3 |
| | | 62 nd | 5 HPGCL | 1 |
| | | | 13-14 HVPNL | 2 |
| | 63 rd | 1-7 UHBVNL & DHBVNL | 7 | |
| | | 64 TH | 3-7,12-13 UHBVNL & DHBVNL 1 DHBVNL | 7 1 |
| | | 65 TH | 1-3 HPGCL 3 UHBVNL 5 UHBVNL & DHBVNL | 3 1 1 |
| | TOTAL | | | 40 |
| 2 | Haryana State industrial and infrastructure Development Corporation | 53 rd | 16,17,20,23 | 4 |
| | | 57 th | 4 | 1 |
| | | 58 th | 4 | 1 |
| | | 60 th | 8 | 1 |
| | | 62 nd | 6-10 | 5 |
| | | 65 TH | 6 | 1 |
| | TOTAL | | | 13 |

| | | | | |
|----|--|------------------|--------------|-----------|
| 3 | Haryana Financial Corporation | 49 th | 2,3,4,5,6 | 5 |
| | | 50 th | 4,23 | 2 |
| | | 52 nd | 18 | 1 |
| | | 56 th | 5,6 | 2 |
| | | 57 th | 9,10 | 2 |
| | | TOTAL | | 12 |
| 4 | Haryana Agro Industries Corporation Ltd | 16 th | 6 29 | 1 |
| | | 23 rd | 14-16 | 3 |
| | | 38 th | 8 | 1 |
| | | 48 th | 27-33 | 7 |
| | | 52 nd | 17,20,21 | 3 |
| | | 53 rd | 29-36 | 8 |
| | | 56 th | 2 | 1 |
| | | 57 th | 7 | 1 |
| | | 58 th | 6,7 | 2 |
| | | 59 th | 8-16 | 9 |
| | | 62 nd | 11 | 1 |
| | | 64 TH | 15 | 1 |
| | | 65 TH | 7 | 1 |
| | | TOTAL | | 39 |
| 5 | Haryana Land Reclamation & Development Corporation Ltd | 53 rd | 39 | 1 |
| | | TOTAL | | 1 |
| 6 | Haryana Warehousing Corporation | 49 th | 13 | 1 |
| | | 52 nd | 19 | 1 |
| | | 53 rd | 28, 47 | 2 |
| | | 55 th | 8,9,10,11,13 | 5 |
| | | 60 th | 7 | 1 |
| | | 63 rd | 8-14 | 7 |
| | | 64 TH | 1-2 | 2 |
| | | TOTAL | | 19 |
| 7. | Haryana Seeds Development Corporation Ltd | 49 th | 9 | 1 |
| | | 53 rd | 3,4 | 2 |
| | | 64 TH | 8 | 1 |
| | | TOTAL | | 4 |

Original 2/7/12

| | | | | |
|---|---|-------------------|-----------------------|------------------------------|
| 8 | Haryana Tourism Corporation Limited | 48 th | 11 | 1 |
| | | 53 rd | 25-27 20/27 | 2 |
| | | 58 th | 5 | 1 |
| | | 59 th | 4,5 | 2 |
| | | 62 nd | 1-4 | 4 |
| | | TOTAL | | 11 |
| 9 | Haryana Forest Development Corporation Limited | 58 th | 3 | 1 |
| | | TOTAL | | 1 |
| 10 | Haryana Roads & Bridges Development Corporation Limited | 55 th | 14 | 1 |
| | | 57 th | 8 | 1 |
| | | 60 th | 4 | 1 |
| | | 61 st | 5,7-12 | 7 |
| | | 62 nd | 15-16 | 2 |
| | | 64 th | 14 | 1 |
| | | TOTAL | | 13 |
| 11 | Haryana Police Housing Corporation Limited | 60 th | 5 | 1 |
| | | TOTAL | | 1 |
| 12 | Haryana Women Development Corporation Limited | 64 th | 16 | 1 |
| | | TOTAL | | 1 |
| 13 | Haryana Backward Classess and Economely Weaker Section Kalyan Nigam Limited | 60 th | 6 | 1 |
| | | 64 th | 18-23 | 6 |
| | | TOTAL | | 7 |
| Sr. No. | Board/Corporation | Report No. | Recommendation | No. of Recommendation |
| 1 | 2 | 3 | 4 | 5 |
| Outstanding recommendation in respect of Non-General working companies | | | | |
| 1 | Haryana State Small Minor Irrigation & Tubewells Corporation | 42 nd | 27 | 1 |
| | | 51 st | 5,6 | 2 |
| | | TOTAL | | 3 |

| | | | | |
|--|---|------------------|----------------|----|
| 2 | Haryana State Small Industries Export Corporation | 19 th | 11(General) | 1 |
| | | 43 rd | 3,4,7 | 3 |
| | | 51 st | 8 | 1 |
| | TOTAL | | | 5 |
| 3 | Haryana Mineral Limited | 41 st | 18 | 1 |
| | | 45 th | 1-14 (General) | 14 |
| | | 48 th | 23,24,41 | 3 |
| | TOTAL | | | 18 |
| Outstanding recommendation in respect of General working companies | | | | |
| 1 | Haryana Urban Development Authority | 47 th | 1-20 | 20 |
| | TOTAL | | | 20 |

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