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**HARYANA VIDHAN SABHA**  
**COMMITTEE ON**  
**PUBLIC UNDERTAKINGS**  
**2021-2022**  
**(FOURTEENTH VIDHAN SABHA)**  
**SIXTY EIGHTH REPORT**

**ON THE**  
**REPORTS**  
**OF THE**

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

**FOR THE YEARS ENDED 31<sup>ST</sup> MARCH, 2017 AND 2018.**



(Presented to the Haryana Vidhan Sabha on <sup>22nd</sup> March, 2022)  
**HARYANA VIDHAN SABHA SECRETARIAT,**  
**CHANDIGARH 2022**

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**COMPOSITION OF THE COMMITTEE ON  
PUBLIC UNDERTAKINGS 2021-2022**

**CHAIRPERSON**

1. Shri Aseem Goel, MLA

**Members**

2. Shri Dura Ram, M.L.A.
3. Shri Bharat Bhushan Batra, M.L.A
4. Shri Mohan Lai Badoli, M.L.A.
- \*5 Shri Rajesh Nagar, M.L.A.
6. Shri Chiranjeev Rao, M.L.A.
7. Shri Kuldeep Vats, M.L.A.
8. Shri Neeraj Sharma, M.L.A.
- \*\*\*9. Shri Devender Singh Babli, M.L.A.
- \*\*10. Shri Sitaram Yadav, M.L.A.
- \*\*\*\*11 Dr. Krishan Lal Middha, M L.A.

**SECRETARIAT**

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

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- \* Shri Rajesh Nagar, M.L.A. has resigned from the membership of the Committee on Public Undertakings of Haryana Vidhan Sabha with effect from 19th April, 2021 and his resignation has been accepted by the Hon'ble Speaker with effect from 20<sup>th</sup> April, 2021.
- \*\* Shri Sitaram Yadav, M.L.A has been nominated as Member to serve on the Committee on Public Undertakings of Haryana Vidhan Sabha with effect from 20<sup>th</sup> April, 2021 for the remaining period of the year 2021-22.
- \*\*\* Shri Devender Singh Babli, M.L.A. has resigned from the membership of the Committee on Public Undertakings of Haryana Vidhan Sabha with effect from 28th January, 2022 and his resignation has been accepted by the Hon'ble Speaker with effect from 31<sup>st</sup> January, 2022.
- \*\*\*\* Dr. Krishan Lal Middha, M.L.A. has been nominated as Member to serve on the Committee on Public Undertakings of Haryana Vidhan Sabha with effect from 31<sup>st</sup> January, 2022 for the remaining period of the year 2021-22

## INTRODUCTION

I, the Chairperson of the Committee on Public Undertakings having been authorized by the Committee in this behalf present this 68<sup>th</sup> Report on the Reports of the Comptroller and Auditor General of India as Public Sector Undertakings (Social, General and Economic Sectors) for the year ended 31<sup>st</sup> March, 2017 relating to Haryana State Industrial and Infrastructure Development Corporation Limited (Review), Uttar Haryana Bijli Vitran Nigam Limited and Haryana Agro Industries Corporation and for the year ended 31<sup>st</sup> March, 2018 relating to Dakshin Haryana Bijli Vitran Nigam Limited (Review), Haryana State Industrial and Infrastructure Development Corporation Limited, Haryana Police Housing Corporation Limited and Haryana Roads & Bridges Development Corporation Limited.

The Committee examined the reports of the Comptroller and Auditor General of India on Public Sector Undertakings (Social, General and Economic Sectors) for the years ended 31<sup>st</sup> March, 2017 and 2018 and also conducted the oral examination of 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 Principal Accountant General (Audit), Haryana and his staff for their valuable assistance and guidance during the deliberations. The Committee is thankful 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 highly thankful and appreciates the working of the Secretary, Joint Secretary, Dealing Officer and the Staff of the Haryana Vidhan Sabha Secretariat for their unstinted, whole-hearted co-operation and assistance given in preparing this report.

Chandigarh, Feb.  
The 22<sup>nd</sup>, 2022

**ASEEM GOEL**  
**CHAIRPERSON**

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## **REPORT**

1. The Committee on Public Undertakings for the year 2021-2022 was nominated on 26<sup>th</sup> March, 2021 by the Hon'ble Speaker in pursuance of motion moved and passed by the Haryana Vidhan Sabha in its sitting held on 17<sup>th</sup> March, 2021, authorizing him to nominate the Chairperson/ Members of the Committee on Public Undertakings for the year 2021-22.
2. The Committee held total 49 meetings during the year at Chandigarh and other places upto 22<sup>nd</sup> February, 2022 till the finalization of the Report.

**REPORT**  
**REPORT OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA ON**  
**PUBLIC SECTOR, UNDERTAKINGS (SOCIAL GENERAL AND ECONOMIC**  
**SECTORS) FOR THE YEAR ENDED 31<sup>ST</sup> MARCH, 2017.**

**(Review)**

<b>Haryana State Industrial and Infrastructure Development Corporation Limited</b>
<b>Acquisition of land, Development of Industrial Estates and their management</b>
<b>2.8 Development and Management of Industrial areas</b>

**2.8.1 Development of industrial areas**

1. After acquisition of land, the Company prepares a detailed layout plan for its development and executes development works viz providing roads for access to site, water supply system and drainage system etc. The Company has neither prepared its Works Manual nor adopted the Haryana PWD Code for award and execution of its works in economical and transparent manner. However, it prepares its cost estimates on the basis of Haryana Schedule of Rates (HSR). During 2012-17, the Company incurred expenditure of ₹ 2,070.77 crore (October 2016) on infrastructure activities. The Company awarded 132 works valuing ₹ 1,615.77 crore during 2012-17, out of these, 76 works valuing ₹ 1,224.49 crore pertaining to the six selected units were examined. The Company does not also prepare any time schedule for development of a particular Industrial Estate after acquisition of land.

In this regard, Audit noticed as under

**i) Lack of uniformity and transparency in award of work**

Out of 76 works valuing ₹ 1,224.49 crore examined in audit, 14 works valuing ₹ 1,024.89 crore were awarded on turnkey/ lumpsum basis and remaining 62 works amounting to ₹ 199.60 crore were awarded on Single Percentage Basis above or below the detailed notice inviting tender (DNIT) cost

We observed that the Company received single bids for 17 works and decided to go for re-tendering for two works only. Remaining 15 works valuing ₹ 23.40 crore were awarded on single tender basis without specifying any special circumstances. It was also observed that out of these 15 works, eight works valuing ₹ 19.02 crore were awarded to M/s Shiv Construction Company, Jind.

During exit conference it was stated that the Company broadly follows PWD code however, the same would be adopted in future and the works awarded on single tender were of urgent nature. The reply was not acceptable as no such justification was found on record to substantiate the management plea of urgency. Moreover, there remains inherent risk of cartelization and lack of discovery of competitive rates when award of work is done on single tender basis.

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

- 1 There is complete transparent system. E-tendering stand adopted since April 2012. Contractors can bid from anywhere online.
- 2 Every tender is finalised by the committees at field office level and Head office level. Members from Engineering Division, Chief Financial Officer and Accounts Officer (on deputation from Finance Department, Haryana) are members of the committee.
- 3 DNITs are based on HSR rates and therefore tenders are awarded as per trends of rates, accordingly, in HSIIDC as well as other departments. Further, work wise justification is submitted in the Annexure-A enclosed.

However, it is submitted that HSIIDC is not primarily an Engineering Organisation. It undertakes multifarious activities like Land acquisition, Planning of the same, Execution of development works, Sale of plots etc. The Haryana PWD (B&R)/PHED are mainly Engineering organizations expert in road works, building works, public health engineering works. They have prepared specifications/manuals/ codes etc. for these works based on their vast experience in these fields. The other State Government organizations like HSIIDC, HUDA, HSAMB, Housing Board etc. follow the specifications of PWD (B&R)/PHED. In HSIIDC the various development works are mainly got executed as per Haryana PWD specifications, Haryana schedule of rates.

For undertaking development/maintenance works in various estates of HSIIDC, the tenders are invited from the Contractors and through press advertisement and e-tenders hosted on e-procurement portal of State Government e-tendering process is quite transparent and there are no chances of pooling/cartelization of bidders.

As submitted above that now for the execution of development/ maintenance works, e-tenders are invited from the contractors, through press advertisement in leading newspaper. The contractor while submitting his bid online does not have any idea about the number of contractors participating in the tender, as the contractors from all over India can participate through e-tendering. Therefore, a transparent system for the tendering process has been adopted. Even after the opening of bid of the contractor, it is evaluated at the field level/Head office level as per delegation of power the rates quoted by the L-1 bidder are also compared with the rates prevailing in other Government departments like PWD/PHED/HUDA/HSAMB etc. The rates are discussed/ negotiated by the approved committee and thereafter the work is awarded.

In the cases where single tender was received were invited through press advertisement and by following e-tender process and the rates quoted by the bidder were compared with respect to the rates prevailing in HSIIDC other departments and after finding these reasonable as per prevailing rates at that time, the single tenders were accepted and the work was awarded.

Regarding the work awarded to the same agency it is again reiterated that as submitted above, the tenders are invited in HSIIDC through e-tendering process. The same agency can be L-1 in any number of the tenders and as per the guidelines of State/Centre Government work is to be awarded to L-1 bidder.

During the course of examination, the Committee was not satisfied with the reply of department/corporation and observed that despite any exigencies, the work was allotted on a single tender, which puts a question mark on the transparency of the tender process. Therefore, the Committee recommends that single tender be avoided in the future and further recommends that a copy of work manual after preparation and finalization be submitted to the Committee.

#### 2.8.2 (ii) Non-levy of extension fee

2. The Company allotted (30 August 2005) a plot<sup>21</sup> of 37800 sqm at Phase-1, Bawal to M/s Sunfest Infratech & Power Private Limited, Bawal. As per agreement, the allottee was required to implement the project with an investment of ₹ 40 crore by 29 August 2009 and construction of minimum 15 per cent of Permissible Covered Area (PCA). The allottee could invest only ₹ 21.70 crore and constructed 14.79 per cent of PCA by 29 August 2009 as such occupation certificate was not issued to allottee. In December 2011, the allottee switched over to EMP-2011, which provided construction of minimum 25 per cent of PCA and allowing extension of three years without payment of extension fee provided the allottee had obtained occupation certificate. Though occupation certificate was not issued, the Company without charging any extension fee extended (July 2012) the time limit up to December 2013 and further extended (August 2014) up to August 2016 without levying extension fee. The allottee did not undertake any construction after 29 August 2009 and invested ₹ 24.53 crore only (June 2013). There is no change in the status as of March 2017.

Audit observed that the allottee could neither construct minimum 25 per cent of PCA nor invest ₹ 40 crore till date (March 2017). Therefore, extension fee of ₹ 5.22 crore (including interest of ₹ 1.60 crore) from August 2009 to March 2017 should have been charged and recovered by the Estate Manager.

The Management stated that the allottee had implemented the project after construction of 15 per cent of PCA within three years as required originally and after switching over (December 2011) to EMP-2011 further extension of three years was available. The reply is not tenable as extension of three years without levy of fee in EMP-2011 was applicable only if the allottee had obtained occupation certificate whereas in this case occupation certificate was not issued. Further, after switching over to EMP-2011, the condition of 15 per cent of PCA was revised to 25 per cent.

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<sup>21</sup> Plot no. 3,4,15 & 16 at Sector 6, Growth Centre Bawal.



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

The estimates were received from field office amounting to Rs.69.84 lacs on 14.08.2007 for construction of brick masonry boundary wall having length of 5105m and clear height of 1.2m. The estimate was prepared on Haryana Schedule of Rate (HSR) basis as applicable at that time. The estimate was not found as per actual site conditions and design requirement, as consideration of low lying area was not taken in the design of boundary wall, hence the same was not got approved from competent authority. After detailed discussions at various level and keeping in consideration of future land acquisition at Kundli, the corrected estimate amounting to Rs 1.86 crore was received from field office on 22.08.2012. The proposed estimate had the provisions of RCC columns and beam in the boundary wall coming under low lying area having length of 1706m and having overall length of boundary wall @ 5304m. Total height of boundary wall along low lying area was kept about 3.65m and height of balance boundary wall was kept about 1.8m. As the estimate was prepared on HSR basis, keeping in view the site conditions, future expansion and safe design, it is not appropriate to say that it resulted extra expenditure of Rs 90.38 lacs. As the design of boundary wall considered in the initial estimate amounting to Rs 69.84 lacs was not safe as per actual site condition, to compare the financial effect of this estimate with the approved estimate is not at all appropriate. The cost of estimate increased due to provision of RCC beam and columns in low lying area having length of 1730m, which was not earlier taken and increase in clear height from 1.2m to 1.8m. Hence, there was no extra expenditure as such.

**During the course of examination, the Committee observed that the extension fee from the allottee should have been charged for non-fulfillment of allotment conditions. The Committee, therefore, recommends that the para be kept pending till concrete action is not completed by the department/corporation and further recommends that the Committee would take up the matter again after submission of the Action Taken Report to the Committee.**

### **2.8.2 (iii) (c) Irregularity in surrender of plots**

3. The Company resumed (16 November 2011) a plot<sup>24</sup> of M/s Excell Infotech Services Private Limited, Kundli for non-payment of dues and non implementation of the project and levied (March 2012) the penalty of ₹ 22.28 lakh. As the allottee was keen to implement the project, the Company re-allotted (12 June 2012) the plot subject to the condition that the project would be implemented within two years. The allottee however surrendered (December 2013) the plot in view of the ibid BoDs decision without any deductions. Since this

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<sup>24</sup>Plot No.114, Sector 56, Industrial Estate, Kundli

was a conditional re-allotment, the surrender request of allottee should not have been considered by the Company without levy of penalty.

The Management stated that the Company has reallocated these plots at higher rate and suffered no loss. The reply is not acceptable as the Company in any case was to sell the plots after surrender and it needs to fix responsibility of the concerned Estate Managers.

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

Plot No. 114 measuring 4050 sq. mtr. Sector-56, Phase-V, Industrial Estate, Kundli was allotted by the Corporation to M/s Excetl Infotech Services Pvt. Ltd. under the prestigious projects category vide Regular Letter of Allotment dated 15.10.2008 @ Rs. 5500/- per sq. mtr. for setting up the project of IT related services with an investment of Rs. 55.82 crores. The allottee did not implement the project within the stipulated period and also defaulted in payment towards cost of -plot, therefore, the plot was resumed by the Corporation on 16.11.2011. Consequent to resumption of plot, the case was processed for refund after deducting 10% price of the plot amounting to Rs. 2227500/- as per the terms and conditions of allotment. The refund cheque amounting to Rs. 8112426/- was sent to the allottee vide letter dated 07.03.2012.

The allottee filed -an appeal before the Appellate Committee headed by Principal Secretary, Industries which was considered by the committee in its meeting held on 28.03.2012. The committee upheld the resumption, however considering the keenness of the allottee to implement the project and their willingness for payment of the current price of the plot, the Committee decided to re-allot the plot in favour of the appellant company at the then current allotment rate of Rs. 6500/- per sq. mtr., as applicable for the financial year 2011-12, plus enhancement, if any, subject to the condition that the project shall be implemented within two years of re-allotment and the plot shall not be transferred till completion of five years from the date of re-allotment. The Principal amount deposited by the appellant towards the cost of the plot excluding interest and penal interest shall be adjusted towards the revised price of the plot. All other terms and conditions of EMP-2011 shall be applicable on the allotment.

In line with: the aforesaid decision of the Appellate Committee, the plot was re-allotted vide RLA dated 26.06.2012 at the rate of Rs. 6500/- per sq. mtr. giving credit of Rs. 10339926/-, the principal amount paid by the allottee against earlier allotment. As per the decision of the Appellate Committee, the allottee was required to implement the project within two years i.e. on or before 25.06.2014.

The BoD/HSI IDC in its 321st meeting held on 29.08.2013 decided that in case any of the allottees is not in position to implement the project due to adverse economic scenario and intends to surrender the plot within six months from the date of approval of the proposal by the BoDs of the Corporation i.e. 29.08.2013, the Corporation shall consider the same without any deduction and the principal amount deposited by the allottee towards price of the plot shall be refunded in full. Minutes of 321's meeting is enclosed at Annexure I.

The allottee of the captioned plot vide letter dated 06.11.2013 informed that due to recession/slowdown in the economy, it become difficult to implement the project, therefore, the management had decided to surrender the said plot with the immediate effect and requested to accept their request and refund the amount deposited.

The aforesaid request of the allottee for surrender of plot was accepted by the Corporation and refund was processed in terms of decision Board/ HSI IDC dated 29.08.2013 i.e. without any deduction and the principal amount deposited by the allottee towards price of the plot amounting to Rs. 12347791 /- was refunded.

The audit had raised an observation that since this was a conditional re-allotment, the surrender request of allottee should not have been considered by the Company without levy of penalty.

In this regard, it is submitted that re-allotment of plot was subject to only two special conditions i.e. the project shall be implemented within two years of re-allotment and the plot shall not be transferred till completion of five years from the date of re-allotment. It was specifically recorded in the decision of the Appellate Committee that all other terms and conditions of EMP-2011 shall be applicable on the allotment and surrender of plot was permissible under clause 6.2 of EMP-2011. Further, as per clause-3 of RLA dated 26.06.2012, the surrender of plot was governed as under:

- i) In case the plot is surrendered at any time within a period of one year of allotment, full principal amount paid by the allottee will be refunded, without any interest.
- ii) In case the plot is surrendered within the 2<sup>nd</sup> year of allotment, the principal amount paid-by the allottee will be refunded, without any interest, after deduction of 5% of the price of the plot.
- iii) In case of the plot is surrendered after completion of two years of allotment, the principal amount paid by-the allottee will be refunded, without any interest, after deduction of 10% of the price of the plot. Any amount paid to HSI IDC on account of interest and/or penal interest and penalty shall be non-refundable.

In view of the above, the surrender request was strictly dealt as per the provisions of EMP-2011 and decision of the board dated 29.08.2013 and observations of the audit that the surrender request of allottee should not have been considered by the Company without levy of penalty is not in line with the terms of allotment (Clause-3 of RLA), Clause-6.2 of EMP-2011 and decision of the board and is not legally sustainable. Further, it is also pertinent to mention here that decision of the board was uniformly applicable on all the allottees including this allottee.

During the course of examination, the Committee observed that the recovery of due amount has been completed but its confirmation was pending. The Committee, therefore, recommends that a detailed action report in the matter including recovery status as confirmed by the department/ corporation be submitted to the Committee at the earliest.

## 2.9 Internal Control

4. Internal control is a business practice, policy or procedure established within an organization to ensure reliability and integrity of financial information and promote efficient and effective operations. The following deficiencies were noticed in the internal control systems:

- The Company has not maintained a consolidated position of land encroachments for monitoring from Head Office. As on 31<sup>st</sup> March 2017, 183.74 acres land valuing ₹ 45.52 crore was under encroachment in the selected units. Besides, ten industrial plots<sup>25</sup> of 7.5 acres at Udyog Vihar, Gurugram were also under encroachment leading to non-realization of ₹ 142.76 crore (March 2017).

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

Out of total 191.24 acre Land under encroachments as observed by the audit, 49.825 acre land has been got cleared and the balance 141 415 acre land could not be cleared due to the reasons as stated below -

### 1. UV Gurugram:- 72.78 acres

Area	Land under encroachment (acre)	Latest status of land
Phase-1	4 00	At Present, the land is under litigation in Hon'ble High Court in CWP No. 1673 of 1999 titled "Mange Ram V/s State of Haryana.

<sup>25</sup> Four acre land at Plot No. 109, 110 & 111, three acre land at Plot No. 366, 167, 368 and 0.5 acre land at Plot No. 50A, 334, 335 & 336.

Phase-IV	3.00	In the possession of Defence/Govt. of India for more than 35 years, having Dundahera military station. Matter has already been taken up with difference Estates office, Delhi Circle to resolve the issues.
Phase-VI	0.5	The land under encroachment having mandir (temple) and Gaushala since last more than 25 years.
SEZ- Gurgaon	65.28	<p>A. The land under encroachment i.e. 56.293 Acre have houses, shops, factories etc., since the date of award. Further, the land compensation has not been lifted by the ex-land owner. Moreover, ex-land owners are pursuing for release of the land at Govt. level.</p> <p>B. The land measuring 8.612 Acre is under litigation as on date. The detail of CWP Nos. are as under:-</p> <ul style="list-style-type: none"> <li>a. CWP No. 12906/2006</li> <li>b. CWP No. 2308/2007</li> <li>c. CWP No. 5630/2006</li> <li>d. CWP No. 1111/2006</li> <li>e. CWP No 5268/2006</li> <li>f. CWP No 10910/2006</li> <li>g. CWP No. 18061/2006</li> <li>h. CWP No. 7043/2006</li> </ul> <p>C Encroachment from 0.375 Acre has been removed.</p>
<b>2. Kundli:- 106.38 acre</b>		
<b>Area</b>	<b>Land under encroachment (acre)</b>	<b>Latest status of land</b>
Phase-IV	1.43	CWP No.4281/2016
Phase-IV	6.86	<p>A. 4 56 acre land has been released by the Court (CWP No.7894/2016)</p> <p>B. Encroachment on 2.254 arce land has been removed.</p> <p>C. Balance 0.15 acre land still under encroachment</p>

Phase-IV	1.95	CWP No. 6071/2003, 15545/2016
Phase-V, Sec. 53-56	0.23	Encroachment removed
Sec. 59-60	95.91	<p>A. The land under encroachment i.e. 42.50 Acre falls in different pockets and under cultivation by ex-land owners since date of award being no activities/development as site.</p> <p>B. 10.90 Acre land (CWP No 17896/08)</p> <p>C. Balance land has been transferred to HUDA/HSVP for construction of master roads, as per decision taken in 306<sup>th</sup> Board <sup>1</sup>Meeting dated 18/06/2009.</p>
<b>3. Kharkhoda:- 0.875 acre</b>		
<b>Area</b>	<b>Land under Encroachment (acre)</b>	<b>Latest status of land</b>
Kharkhoda	0.875	Land encroached by shopkeeper. The Hon'ble High Court have decided in CWP No. 28567 of 2013 that ex. Land owners will be rehabilitated by providing them land in proportion to built up area near to village abadi. Action is being taken in this regard.
<b>4. Faridabad:- 11.00 acre</b>		
<b>Area</b>	<b>Land under encroachment (acre)</b>	<b>Latest status of land</b>
Faridabad	11.00	Total 72 Nos. Cases were under consideration in Hon'ble Punjab & Haryana High Court out of which 40 Nos. Cases decided in favour of HSIIDC and 32 Nos. Cases decided in favour of Ex-land owner against which 32 SLPs were filed by HSIIDC in Supreme Court against the verdict of Hon'ble Punjab & Haryana High Court which are still pending. There is total land under litigation is approx. 25 Acres out of which there is a construction on 11 Acres land.

		In 40 No. cases decided by the Hon'ble Punjab & Haryana High Court in favour of HSIIDC, IMT-Faridabad office has intimated to the Ex-land owner to vacate the constructed houses with in one month, otherwise, action will be taken against the Ex-land owners as per procedure.
<b>5. Rohtak:- 0.20625 acre:-</b>		
<b>Area</b>	<b>Land under encroachment (acre)</b>	<b>Latest status of land</b>
Rohtak	10 Marla	The land is in the possession of Ex-land owner, built house prior to notification u/s-4, owner living /residing there at site. Notices have been issued to him but he did not vacate the physical possession of his house despite persuasion also.
Rohtak	1K-3M	The land is possessed by ex-land owner in lieu office of his request regarding allotment of plot of 300Sqm. The notices also have been issued to him but he is insisting for allotment for his plot, then he will vacate the land.

The Committee recommends that a detailed report on the steps to be taken by the department/corporation for removal of encroachment be submitted to the Committee at the earliest. The Committee also recommends that success rate of the concerned Law Officers in the subjected matter be examined and those having lesser success rate be replaced immediately.

The Committee further recommends that a departmental Committee be constituted to inquire the process of action taken at various levels to remove the encroachments and submit its report within three months.

5. The e-governance project for computerization of the activities of the Company and generation of Management Information System (MIS) reports schedule to be completed by March 2013 has not yet been completed despite lapse of more than four years. During exit conference the Management stated that the system is under stabilization and MIS reports are under testing.

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

In continuation to reply submitted during July, 2018 w.r.t. Para 2.9, the Corporation has incorporated the following major Additions under the IT initiatives related to Estate related activities on eSEWA portal w.e.f. August 2018 :

- i. SMS on submission/completion of services under Post-Allotment. (June, 2019)
- ii. Rejection of services without Scrutiny. (June, 2019)
- iii. Password generator facility for Allottees. (Aug., 2019)
- iv. Generation of Payment receipt. (Aug., 2019)
- v. Provision of withdrawal of Service to the Allottees (Oct., 2019)
- vi. SMS facility on various events on account of Due of Plot cost installments, Generation of Water Bills and reminder of the same before 7 days of Due date. (March, 2020)
- vii. Bulk e-mail facilities to Allottees. (March, 2020)
- viii. Integration of Payment through QR code and UPI in addition to NEFT, RTGS, Debit/Credit Card, Net Banking and Cheque collection. (April, 2020)
- ix. Provision for separate Account Head for Maintenance and Water Et Sewerage Charges. (June, 2020)
- x. Document upload facilities for various services. (July, 2020)
- xi. Facility for Allottee to upload TDS certificate/undertaking at any time and thereon incorporation of impact in Financial reports and Ledger/Account statement.
- xii. Integration of NICSi SMS service system with eSEWA portal. (Dec., 2019)
- xiii. Integration of e-Auction portal (through NSE) with HEPC (investharyana.in) and eSEWA portal for Allotment of Land. (July, 2020)
- xiv. Capturing of Legacy data of transferred plots/sheds from HSVP & DI&C, Haryana on eSEWA portal. (Oct., 2020)
- xv. Waiver functionality for Water Charges w.r.t. WBS module. (Oct., 2020)
- xvi. Integration with Department of Land Records (DoLR) for Conveyance Deed and Sale Deed w.r.t. Industrial Estates/IMTs of the Corporation. (Oct., 2020)



- xvii. Created HSIIDC dashboard which reflects the outstanding amount of Plots alongwith Inventory w.r.t. Industrial Estates/IMTs of the Corporation, status of inflow and outflow w.r.t. Central Accounts, Details of Auction of Stones w.r.t. Mining at Khanak. Collection of toll tax at KMP (Nov., 2020)
- xviii. MIS reports : Various reports are as under :-
1. List of plots available for allotment
  2. Summary of Industrial Plots/Sheds available for Allotment
  3. Agenda report
  4. Plot Application details against advertisement
  5. Project type wise (General/FDI/Prestigious/Mega/NRI/PWD) Applications received with their status
  6. Application status wise (Under Process/Pending/ Accepted/ Rejected) report
  7. List of plots allotted
  8. Dashboard Summary report
  9. Daily payment receipt
  10. Credit confirmation details (for all types of receipts)
  11. Default & Outstanding Amount
  12. Process wise (Physical Possession, Conveyance Deed, Water & Sewerage connection, Extension, Transfer etc.) Application status report
  13. Service Status wise (Under Process/Pending/Accepted/ Rejected) report
  14. Plot Detail report
  15. View status of HEPC services
  16. Dashboard of Service delivery
  17. Process wise pending Applications beyond RTS
  18. Ledger/Account statement
  19. Response pending (Application/Services)
  20. List of pending Service report beyond RTS days
  21. List of pending Services whose 90% prescribed time limit is passed

22. Dashboard Summary of Allotted plots
23. Allottee detailed report
24. View status of e-Services
25. Report Writer Utility which authorizes the concerned users of the Corporation to design the format & generate the report data as per their requirement have been implemented.

**During the course of examination, the Committee was not satisfied with the reply of the department. Therefore, the Committee recommends that complete detail regarding the E-Seva Portal be submitted to the Committee for consideration. Hence, the para be kept pending.**

6.
  - The Company has not evolved any system for conducting physical survey and revenue audit of its allottees to monitor the implementation of projects and updated amount recoverable from them. As such, the Company was not aware of the amount recoverable from the allottees along with interest thereon and its accuracy. The Management stated that initially the system for monitoring was not there but now the same has been started besides assuring to improve/ strengthen the monitoring system.

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

The Corporation is putting all the efforts for recovery of its dues from the allottees. Default position is prepared by branch office and complied at Head office on regular basis. Recovery action like show cause notices/resumption orders are issued by Head Office to defaulters to enhance recovery from the defaulters.

**During the Course of examination, the Committee was not satisfied with the reply of the department and recommended that the department/company evolve a system for conducting physical survey and revenue audit of its allottees to monitor the implementation of the projects expeditiously. The Committee further recommends that a detailed report be also submitted to the Committee.**

**Uttar Haryana Bijli Vitran Nigam Limited**

**3.12 Non-compliance with provisions of Employees' Provident Funds and Miscellaneous Provisions Act, 1952**

**Failure to discharge principal employer's statutory responsibility of ensuring compliance with provisions of Employees Provident Fund Act, 1952 resulted in Company being burdened with liability of 34.45 lakh.**

7. The Employees' Provident Funds and Miscellaneous Provisions (EPF) Act, 1952 as applicable to all establishments employing 20 or more employees inter-alia provides that in respect of employees employed through a contractor, the contractor shall recover the contribution payable by such employee and shall pay to the principal employer the amount of employee's contribution so deducted together with an equal amount of employer's contribution. It shall be the responsibility of the principal employer to pay both the contributions to Employees' Provident Fund Organization (EPFO).

Uttar Haryana Bijli Vitran Nigam Limited engages staff on contractual basis through contractors at various offices of the Company. The terms and conditions of the work orders provided that all formalities i.e. insurance of labour, payment of EPF, maintaining records of payment to labour or any other statutory requirement of State and Central Acts shall be fulfilled by the contractor without any liability of the Company.

Audit-observed (July 2016) that M/s Haryana Co-operative L&C Society Ltd. Yamunanagar (contractor) submitted monthly bills to Company containing the name of the worker engaged, period of work, leave period and wages paid, but the details of EPF account number of employee and deduction of EPF contribution of employee's share were not provided. The Company made the payment of bills submitted by contractor including the employee contribution share of ₹ 34.45 lakh for supplying manpower without obtaining the details of EPF account numbers of the employees, EPF dues against each employee and copy of challans as evidence for deposit of EPF contribution by the contractor with the EPFO.

EPFO issued (January 2012) a notice to the Company for ensuring compliance with the provisions of Act ibid. However, the Company was unable to produce any documentary evidence regarding payment of EPF dues. Finally, EPFO issued assessment order (11 April 2016) for recovery of ₹73.53 lakh (employer share ₹ 39.08 lakh and employee share ₹ 34.45 lakh) from the Company as EPF dues for the period April 2010 to December 2013. EPFO recovered (June 2016) ₹ 73.53 lakh (employee and employer share) from the Company including the employee contribution share of ₹ 34.45 lakh which has been already paid by the Company to the contractor. No documentary evidence was found regarding efforts made by the Company to recover the employee share of ₹ 34.45 lakh from the contractor despite the fact that contractor was traceable as the Company was aware of his address. FIR had also not been

lodged against the contractor. Further, nothing on record was found that the Company flagged the issue of effecting recovery from the contractor with the bank authorities although his bank account was operative (July 2017). This indicates negligence on the part of the Management which led to the avoidable liability of ₹ 34.45 lakh.

The Government stated (August 2017) that as per terms and conditions of the work order, the contractor was liable for all the formalities i.e. insurance of labour, payment of EPF and any other statutory requirements of the State/Central Government and there was no liability of the Company on this account. The reply is not acceptable as it was the statutory responsibility of the Company, being principal employer to remit EPF dues as per EPF Act. In any case the Company should have atleast carried out the basic minimum monitoring requirements of proper verification viz. details of EPF account numbers of the employees and copy of challans as evidence of deposit of EPF contribution by the contractor before making payment to the contractor for supplying manpower.

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

Various work orders were placed on M/s Haryana Co-operative L&C Society Ltd., Patel Nagar, Radaur Road, Yamuna Nagar by the Nigam during the period 01.04.2010 to 30.09.2012 for supply of manpower (Flag- A). The extract of relevant clauses of the work order are reproduced as under :-

- 6. All formalities e.g. Insurance of labour, Payment of EPF, maintaining of record of payment to labour or any other statutory requirement of State/Central Government under Labour Act shall be fulfilled by the contractor without any liability of the Nigam.**
- 19. The contractor shall comply with all relevant Labour Acts, Rules Regulations, of the Central Government/Haryana Government, UHBVN and he will prepare the record and submit the required statement/return periodically to the concerned competent authority.**
- 20. The EPF regulations as per EPF Miscellaneous Provisions Act, 1952, ESI and other State Government Taxes shall be complied with by contractor at his own cost.**
- 25. The contractor will abide by all Labour Acts and Rules & Regulations as framed by the Government/Nigam as amended from time to time.**

Aforesaid clauses of Work Orders make it clear that firm was directly responsible to deduct employees EPF share and deposit the same alongwith employer share in EPF Organization.

The firm intentionally did not deposit the EPF contribution in the EPF Organization. The Assistant P.F Commissioner, Karnal assessed the amount of recovery vide his order dated 11.04.2016 (Flag- B) and withdrew an amount of Rs. 73,53,044/- on dated 24.06.2016 from UHBVN PNB Bank Account No. 2938002101028758 on a/c of employees and employer share plus administrative charges (Flag- C).

Nigam filed an Appeal before the EPF Appellate Tribunal, New Delhi on dated 11.07.2016 (Appell No. 722(16) 2016) through Nigam's Counsel Sh. S.K. Gupta for quashing the impugned recovery order. The same has been transferred to Central Government Industrial Tribunal-cum-Labour Court-I, Chandigarh (Bench Appeal No. 143/2017) in August-2017. The next date of hearing has been fixed on 10.06.2021.

Legal Notice dated 03.03.2021 has been served upon M/s Haryana Co-operative L&C Society Ltd., Patel Nagar, Radaur Road, Yamuna Nagar for making payment of Rs. 34.45 lakh (employees share) to the Nigam on account of not discharging statutory liability. The firm has not responded and made cheating with the Nigam. Request for lodging FIR against M/s Haryana Co-operative L&C Society Ltd., Patel Nagar, Radaur Road, Yamuna Nagar has submitted to Deputy Commissioner of Police, Panchkula vide this office memo. No. 1750/CAO/UH/EPF dated 22.03.2021 (Flag- D) and accordingly complaint has been registered vide complaint No. 312 PW dated 22.03.2021. Further Investigation Officer has also been requested to lodge FIR on account of making cheating with the Nigam by the Contractor vide this office memo. No. 1825/CAO/UH/EPF dated 13.05.2021 (Flag-E).

Further, the Charge Sheets have already been issued to 9 No. Officers/officials/retirees on account of Non-compliance of Provision of Employee's Provident Funds and Miscellaneous Provisions Act, 1952 and financial loss to Nigam. The detail is placed at (Flag-F).

**The Committee has desired that after looking at all the legal aspects of this case, a strict action be taken against all the members of the said Labour Co-operative Society whose names are mentioned in the First Information Report (FIR). The Committee also recommends that necessary steps to protect the interest of State exchequer be taken and ensure that such things does not occur in future.**

**The Committee further desired that strict action be taken against the delinquent officers/officials and also against the competent authority who failed to take the appropriate action within prescribed time frame. The Committee also recommends that the detailed action report be submitted from time to time and decided to keep this Para pending till full recovery is made.**

### Haryana Agro Industries Corporation Limited

#### 3.15 Follow up audit on Performance Audit on "Working of Haryana Agro Industries Corporation Limited"

**Out of nine recommendations of the Committee on Public Undertakings, one recommendation has been fully implemented; partial progress was made in two cases and in six cases, the Company made no progress.**

#### 3.15.2 (A)

8.

Gist of Audit findings made in earlier Report	Recommendation made by audit	Recommendation made by COPU	Findings in Follow up audit and current status	Audit comments
2 The District Manager, Sirsa did not adhere to the prescribed schedule and delivered wheat stock of 5,349.45 MT to FCI after cutoff date. Consequently, FCI disallowed (March 2010) carryover charges of ₹ 70.35 lakh (Para 2.1.24 of Report 2009-10)		The Committee directed that a detailed reply be sent for the information after departmental action is completed.	In the quarterly progress report for the quarter ending June 2015 submitted to COPU, Company stated that the matter is under consideration. FCI had declined (January 2013) to make payment of outstanding carry over charges. Thereafter the Company did not pursue with FCI the matter for release of said amount. The Departmental action had not been completed and action to issue charge sheets against officers/officials was in progress (April 2017).	Audit observed that the Company was not addressing the issue in a systematic manner as similar irregularity was also pointed out at para no 3.13 of Audit Report on PSUs (Social, General and Economic Sectors) for the year ended 31 March 2016 wherein deduction of carryover charges of ₹ 2.29 crore by FCI due to non-adherence to delivery schedule was highlighted.

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

FCI refused to make the payment of custody and maintenance charges of Rs 70.35 lakh. The office has taken the disciplinary action against the defaulting officials. Sh. Anoop Gachhi, DM, FSC Sirsa was charge sheeted vide Memo No.13870 dated 14.12.2005 for Rs.31,75,198/- proceedings has been completed and recovery of Rs. 30,65,914/- had been imposed on the officer vide recovery order dated 14.11.2020. An amount of Rs.67,700/- has been recovered from his salary.

The defaulting officer filed a CWP NO.5126 of 2021 in the Hon'ble High Court and Court stayed the recovery on 10.03.2021. The delinquent

officer filed an application before the BOD of the Corporation in its meeting held on 06.04.2021 and the BOD has directed to re-investigate the matter Sh. R.K. Garg, HCS (Retd.), has been appointed enquiry Officer and inquiry proceeding are in process.

During the course of examination, the department submitted that as per the directions of the Hon'ble High Court an Enquiry Officer has been appointed to re-investigate the matter and the enquiry proceedings are in progress. The department further submitted that after submission of the inquiry report, it will be decided at the level of Board of Directors that how much amount has to be recovered from the defaulting officer. Therefore, the Committee recommends that inquiry proceedings be completed in a time bound manner and the decision of the Board of Directors be conveyed to the Committee at the earliest.

### 3.15.2 (A)

9.

Gist of Audit findings made in earlier Report	Recommendation made by audit	Recommendation made by COPU	Findings in Follow up audit and current status	Audit comments
3 Company's failure to ensure complete documentation and improper pursuance for the claims had resulted in blockage of claim amounting to ₹ 876 crore including ₹ 084 crore on account of bills for differential claims of wheat (March 2010) with corresponding loss of interest of ₹ 217 crore on avoidable cash credits for the period from July 2007 to March 2010 (Para 2.1.25 of Report 2009-10)	The Company should raise the differential claims timely and accurately	The Committee recommended that the department should ensure that the payment be released at the earliest possible time and directed that the action taken by the department in this regard be intimated to it	In the quarterly progress report for the quarter ending June 2015 submitted to COPU, the Company stated that the Company has been following up the matter with FCI for release of payment FCI vide its communication dated 15 July 2016 returned the bills of differential claims with the remarks that Annexure s with the bills are incomplete and asked the Company to depute its representative to reconcile the figures of year wise damage of wheat However, no further efforts were made by the Company either to reconcile or to recover the amount so far (February 2017)	This indicates that the Company had not made concrete efforts to recover the amount as no correspondence was made with FCI after July, 2016 when the bills of differential claims were returned by FCI

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

HAIC had disposed of the damaged wheat stocks for the crop year 1998-99 to 2004-05 under OMSS Scheme at Palwal. The differential amount of the auction price and OMSS rate was required to be reimbursed by the FCI, but had not reimbursed by the O/o FCI, Palwal despite repeated request

We have again taken up the matter with FCI vide letter No.Asstt.(W-II)12020/3464 dated 17.09.2020, letter No.Asstt.(W-11)/20/3769 dated 29.09.2020 and letter No.Asstt.(W-11)/2020/4389 dated 28 10.2020 for early release of payment to HAIC

On the request of the MD, HAICL a meeting was held on 24.12.2020 under the Chairmanship of ACS, Food 'Civil supply Department. The ACS, A&FWD, Haryana and GM (R ) FC1 were also present in the meeting. It was instructed by the Chairman that HAIC would resubmit their bills/claims to FCI for damaged wheat sold under OMSS and FCI will make the payment. Accordingly, District Incharge, HAIC, Palwal has submitted the sample bills of our claims as per requirement of FCI After finalization sample bills from FCI the revised bills dated 02.02.2021, 25.02.2021, 19.03.2021 and 24.03.2021 amounting to Rs.9.31 Crore has been submitted to FCI for payment. But the payment has not been made by the FCI. MD, HAICL has written DO letters and reminders to FCI, Panchkula vide DO letter No.322 dated 09.04.2021, letter No.566 dated 22.04.2021, letter No. 916 dated 06.05.2021 and letter No.1288-90 dated 20.05.2021 for release of payment of revised claims but the payment is still pending with FCI. A meeting was held on 02.07.2021 with the Officers/officials of FCI and the matter is under process with FCI (Copies of letters enclosed).

In addition to this, officer/official who were responsible for the losses has been charge sheeted, recovery suit with interest were filed and also FIRs were lodged The status of charge-sheets issued and recovery suit were filed against officer/official of FSC Palwal detail of which is given in the reply of para No. 3 15 (4).

**The Committee recommends that Haryana Agro Industries Corporation Limited hold a joint meeting with the higher authorities of the Food Corporation of India for early settlements of its pending claims and a detailed report be submitted to the Committee within 2 months.**



**3.15. 2(A)****10.**

4. The Company had suffered a loss of Z 25.18 crore on account of damage of wheat pertaining to crop years 2002- 03 to 2004- 05 at Sirsa and Palwal. FIRs were lodged (June/ September 2008) and recovery suits for Z 25.55 crore with interest were filed (March/ April 2009) against 14 officers/ officials (Para 2.1.26 of Report 2009-10).		The Committee observed that it is a serious matter which involved a loss of ₹ 25.55 crore due to failure in keeping the stocks in safe and healthy condition and recommended that the department should take action for recovery of amount from the erring officials under intimation to the Committee.	The Company had taken action against 15 employees by lodging FIRS/Issuing charge sheets Out of these 15, Recovery Suits are pending in respect of 13 employees in various courts and retirement dues of one employee had not been released (May 2017) No recovery has been affected from the employees so far (May 2017)	Decision in the cases is pending in courts. Similar irregularity was highlighted at para no. 3.12 of Audit Report on PSUs (Social, General and Economic Sectors) for the year ended 31 March 2015. In this instance, the Company suffered avoidable loss of ₹ 7.89 crore due to unscientific and improper preservation of 5,974.85 MT wheat stock at Kamal and Kurukshetra for the crop years 2011-13.
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**In their written reply, the State Government/Company stated as under:-**

FIRs were lodged against the defaulting officers/officials for causing a loss of Rs.25.18 Crore on account of damaged wheat pertaining to crop year 2002-03 to 2004-05 at Palwal/ Sirsa and charge sheets has been issued to the defaulting officers/officials. Recovery suit were also filed against the erring officer/officials.

The status of charge sheets issued, FIR lodged and recovery suit filed is given in reply 3.15(4), which covers the following additional points:

- a. Status of FIRs given.
- b. Status of Charge sheets issued and recovery suits filed against officer/officials of FSC Sirsa.
- c. Legal opinion of Ld. Advocate General, Haryana has been obtained for taking further action.

During the course of examination, the committee noticed that out of total loss of 25 crore on account of damaged wheat, the department/corporation could recover only 9 lakhs, this shows lack of seriousness on part of the department/corporation. Therefore, the Committee recommends that all the pending court cases be reviewed seriously.

**3.15. 2. (A)****11.**

5. The Company failed to comply with the guidelines of the Government and extended undue favour to the Miller (M/s Jai Bajrang Rice Mills, Jind) which facilitated misappropriation of rice (1,379.05 MT) valuing ₹ 1 92 crore. After adjusting the amount against the dues payable to Miller (₹ 85 91 lakh) and sale of rice (864 MT valuing ₹ 63 29 lakh) seized from Miller's premises, the Company suffered loss of Z 69 81 lakh. (Para 2.1.28 of Report 2009-10)	The Company should strictly impose milling agreements with millers for custom milling of paddy so as to safeguard against losses	During the oral examination of the departmental representatives, the Committee observed that G.M (Finance) was not fully prepared to give answers to the queries raised by the Committee; therefore, the Committee asked that in future the concerned officers called by the Committee for oral examination should come well prepared before the Committee. The then G.M. finance assured to furnish complete information asked by the Committee within seven days	In the quarterly progress report for the quarter ending June 2015 submitted to COPU, the Company stated that it had sent the information to the Committee.  The Company had appointed (December 2010), arbitrator which gave decision (August 2013) in favour of the Company for recovery of outstanding amount along with interest and filed (February 2014) execution petition in Sessions Court Jind and the case is still pending (March 2017).	Further progress in this case is awaited.
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**In their written reply, the State Government/Company stated as under:-**

As per recommendation of district milling committee, Jind in KMS 2007-08, HAIC allotted paddy to M/s Jai Bajrang Rice Mill, District Jind for milling. The total paddy was delivered 5414.69 MT and the rice miller was required to deliver 3627.84 MT rice @ 67% out turn ratio.

**Balance CMR against Rice Miller**

KMS 2007-08 Qty.	1379.05 MT
Cost of CMR	Rs.4302191/-
Int upto 30.06.2010	Rs.2590440/-

Total Amt. (4302191 + 2590440= Rs. 6892631/-) HAIC had appointed Sh. Mukesh Sharma, the then GM (F) as Arbitrator on dated 27.12.2010. The Arbitrator announced award on dated 26.08.2013 in favour of HAIC for Rs. 68,92,631/-and than HAIC filed execution petition in the Ld. District Court, Jind. The next date for the same is 22.10.2021 for appearance. The Rice Miller filed the objection petition u/s 34 against the Arbitration award but dismissed by the Ld. District Court, Jind. The rice miller then filed the FAO No. 15936 of 2018 in the High Court Chandigarh against the order of District Court, Jind. The same is pending in the High Court, Chandigarh for 16.08.2021. However, the Hon'ble High Court has not stayed the order of the District Court Jind.

### 3.15.2. (A)

12.

6. The Miller (M/s Devi Dayal Sachin Kumar Shalibad) was allocated 3 010 40 MT paddy and against this it was required to manufacture 2,016 97 MT rice. The miller delivered 1,511 36 MT of rice up to July 2009 and failed to deliver remaining quantity of rice (505.61 MT) to FCI. The Company's loss on this account worked out to ₹ 96 85 lakh (including interest of ₹ 14 lakh) after adjustment of dues (₹ 15 lakh) payable to the Miller and recovers (₹ 25 lakh) already affected. The Company neither encashed two cheques valuing ₹ 50 lakh within validity period nor got the same revalidated before their expiry	The Company should strictly impose milling agreements with millers for custom milling of paddy so as to safeguard against losses	The Committee recommends that the due amount he recovered at the earliest possible from the firm and also recommends that this type of omission should not be repeated in future	The Company recovered January to October 2010) ₹ 79 lakh (₹ 29 lakh; cost of rice and ₹ 50 lakh, interest) from the miller. However ₹ 50 91 lakh (₹ 8.09 lakh; interest ₹ 42.82 lakh, holding charges) were recoverable as of November 2012. The Company appointed (June 2015) Arbitrator in this case. The award was pronounced in September 2016. The Company could not provide documentary evidence in support of its claim and the award was given against the Company. The Company had filed objection petition against award of arbitrator. Further progress in this case is	COPU recommended to put in place mechanism to avoid recurrence of such lapses in future but the Company had not taken remedial steps to avoid misappropriation of paddy by strictly following the milling policy of State Government as is evident from the fact that cases of misappropriation of paddy had also been pointed out in para 2.2.7.1 of Report on (Social General and Economic Sectors) for the year ended 31 March 2015 wherein Company's failure to recover ₹ 44 86 crore (cost of rice ₹ 33 97 crore and interest and penalties ₹ 10.89 crore) pertaining to KMS 2012-13
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<p>In this case also, the Company failed to comply with the State Government guidelines regarding procurement and milling of paddy resulting in undue favour to the miller, which caused misappropriation of paddy.</p> <p>(Para 2.1.29 of Report 2009-10)</p>			awarded.	to 2014-15 were highlighted.
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**In the written reply, the State Government/Company stated as under:-**

In case of M/s Devi Dayal Sachin Kumar, Shahabad the following amounts were recoverable for the pending CMR KMS 2008-09 CMR pending with the rice miller

KMS 2008-09 qty.	= 505.6 MT
Cost of balance CMR	Rs. 8564258/-
Amt of interest and penalty	Rs. 5698415/-
Total Rs	14262673/-
Amt deposited by party	Rs 9335368/-
Net amt recoverable of - intt.	Rs.4927305/-

HAIC appointed Sh. D. D Gautam IAS retired as Arbitrator on 18.06.2015 and Arbitrator initiated Arbitration proceedings against the rice miller but the Arbitrator declined the claim of HAIC vide arbitration award dated 12.09.2016 by giving the reason that rice miller had already deposit the value of short supply of CMR to HAIC and HAIC then filed objection petition in the District Court Panchkula which was dismissed on 15.12.2018 by the District Court, Panchkula HAIC then filed FAO No.4373 of 2019 before the Hon'ble Punjab and Haryana High Court against the order of District Court, Panchkula and the proceeding are pending for hearing on 13.07.2021. Status of next date of hearing is pending.

During the i.e. (5&6) oral examination, the Committee observed that matter in both the points was sub-judice and the execution petition has been filed by the Department/corporation. Therefore, the Committee recommends that the matters be pursued vigorously in the Hon,ble courts and the outcome of the such cases be intimated to the Committee.

### 3.15. 2.

#### (B) Partial Implementation

#### 13.

Gist of observations made in earlier audit report	Recommendation made by audit	Recommendation made by COPU	Findings in Follow up audit and current status	Audit comments
<ul style="list-style-type: none"> <li>In FSC Palwal ₹ 10 44 lakh were shown outstanding against FCI for more than three years against transportation charges on account of shifting of paddy beyond eight KMs. Similarly, the Company had reimbursed ₹ 54.28 lakh to the millers for transportation of paddy beyond 8 KMs at ten FSCs</li> </ul>				The Company informed (May 2017) that it had taken up the matter with FCI for release of withheld amount

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

HAIC purchased paddy in Hathin Mandi District Palwal during KMS 2003-04 and 2004-05. There was no rice miller available in Hathin Mandi, as such HAIC has no other option except to shift the paddy to Hodal and Palwal. As per letter No.192(6)/2003FC/A/cs dated 13<sup>th</sup> December 2002 of Govt. of India (FCI). It was clarified that the transportation charges on paddy and rice for distances beyond 8 Kms from procurement/storage points to the rice mills and from rice mill to the delivery point are reimbursable to the State Govt. based on the rate fixed by the local District Collectors or the rates fixed by the FCI which ever is lower. Accordingly, the payment of transportation of paddy beyond 8 Km. was paid to the rice millers as per the instruction of the Govt. of India but FCI refused to make the payment inspite of reminders.

During the oral examination, the Committee recommended that all the pending bills relating to transportation charges on account of shifting of paddy beyond 8 KMs be re-submitted immediately. The Committee also recommends that matter be taken up effectively with the Food Corporation of India to protect the interest of the state exchequer.

## 3.15.2

## 14.

Gist of observations made in earlier audit report	Recommendation made by audit	Recommendation made by COPU	Findings in Follow up audit and current status	Audit comments
<p>2 on 31 March 2009, the Company had depicted an amount of ₹ 10.03 crore as advances recoverable from its employees under the head 'other advances'. However, the same were in the nature of recoveries to be made from employees on account of less gain, moisture cut, shortages in food grains etc.</p> <p>Out of this, ₹ 5.17 crore was outstanding for more than three years and included a sum of 2.55 crore outstanding, against three employees, who had since expired (January 1997, December 2003 and July 2005). The outstanding against expired employees pertain to shortages/damages of food grains recoverable from them for the years 1988-89 to 2003-04.</p> <p>(Para 2.1.38 of Report 2009-10)</p>		<p>The Committee recommended that a detailed report in respect of the recovery of amount in this case be submitted for the information of the Committee. The Committee further also would like to know as what action is taken in respect of seven F.I.R.s filed by the police against the erring officers. The committee further also recommends that only on receipt of the information from the department this para will be taken up for discussion.</p>	<p>In the quarterly progress report for the quarter ending June 2015 submitted to COPU, the Company stated that recovery suits were filed against erring officials/ officers and these are pending in various courts.</p> <p>An amount of ₹ 10.03 crore shown (31 March 2009) as advances recoverable from its employees under the head other advances had increased to ₹ 11.63 crore (March 2015). As regards the position of ₹ 2.55 crore outstanding against three deceased employees, 0.09 crore due from two employees were written off and process of writing off 2.46 crore is in progress</p>	<p>Further progress in the matter was awaited.</p>

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

- (i) The Board of Directors has written of outstanding amount against deceased employees, Sh. Hanuman Singh and Sh. Om Parkash Mehta.
- (ii) The proposal to written off the amount against Sh. Sohan Lal Ex-Clerk is under process and matter will be placed in the next Board Meeting.

**The Committee recommends that the matter be placed before the Board of Directors and final outcome be intimated to the Committee. Hence, the para be kept pending.**

## REPORT

**REPORT OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA ON  
SECTOR, UNDERTAKINGS OF THE SOCIAL GENERAL AND ECONOMIC  
SECTORS FOR THE YEAR ENDED 31<sup>ST</sup> MARCH, 2018.**

**(Review)**

**2. Tariff, Billing and Collection of Revenue by Dakshin Haryana Bijli Vitran Nigam Limited**

Dakshin Haryana Bijli Vitran Nigam Limited (Company) was incorporated on 15 March 1999 and it distributes electricity in the southern parts of Haryana. The objectives of the Company, inter-alia, are to develop and maintain an efficient, coordinated and economical electricity distribution system and to supply electricity to the consumers in accordance with the provisions of the Electricity Act, 2003. Some of the significant findings are as under:

**2.1.7.4 Non-payment of Interest on consumer security deposits**

15. The enabling regulations issued by HERC by virtue of provisions of Electricity Act, 2003 provide that consumers shall maintain with the Company an Advance Consumption Deposit (ACD) equivalent to four/ two months<sup>14</sup> of their energy consumption charges and they shall be paid interest on such deposits at the bank rate as on 1 April of the year in which the ARR is filed.

The Company was to pay/ adjust interest of ₹ 345.41 crore at the prevailing rate<sup>15</sup> during 2013-14 to 2017-18 on these ACDs. As against this, the Company adjusted interest of ₹ 120.82 crore leaving balance of ₹ 224.59 crore unadjusted. The ARR for 2013-18 was prepared by including ₹ 345.41 crore as interest cost and was hence inflated by ₹ 224.59 crore.

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

In view of the audit the observation, it is submitted that prior to FY 2015-16, the billing activities in DHBVN were majorly done using an offline system of billing which uses duly approved advice from the concerned 800 offices for posting of any adjustments/charging/refund etc through manual entry into the account of each consumer to be billed.

After the establishment of an IT based system in FY 2015-16 (the process of which started in Nov<sup>11</sup>2), calculation of interest on consumer security deposits has been established using the built-in system capabilities and since FY 2016-17 DHBVN has been regularly crediting the interest in consumer



accounts through their energy bills. Following are the consolidated details in respect of the interest paid/adjusted against consumer security:

Financial Year	Interest on consumer security credited to consumers (Cr)
FY2016-17	63.51
FY2017-18	43.86
FY2018-19	53.35
FY2019-20	78.52
FY2020-21	61.78

From the above it can be further appreciated that since the IT enablement, DHBVN is regular in complying with the enabling regulations issued by HERC.

About the audit observation that there remained an unadjusted interest of 224.59 Cr during the period 2013-14 to 2017-18, it is submitted that it was only due to the manual intervention and inherent latency in the offline system of billing. However, the same has been improvised & streamlined with the induction of IT system of billing which is not having any manual dependency. Moreover, the observations of audit about the unadjusted interest are also subject to the True-Up of ARR and does not have any financial implication.

During the course of examination, the Committee observed that the department was maintaining a data bank with respect to consumer-wise deposits and interest paid in the form of Advance Consumption Deposits (ACDs). As the authenticity of the present data was not cent percent, therefore, the Committee recommends that the whole data be rectified expeditiously.

**Haryana State Industrial and Infrastructure Development  
Corporation Limited**

**5.2 Avoidable payment of interest due to delay in initiating the process for obtaining Government guarantee**

**The Company failed to initiate the process for obtaining Government guarantee for taking loan and in the process the Company had to make avoidable payment of interest of ₹ 1.27 crore.**

16. The Company failed to initiate the process for obtaining Government guarantee for taking loan and in the process the Company had to make avoidable payment of interest of ₹ 1.27 crore.

The Company had awarded the KMP Expressway project in July 2006. However, owing to non-completion of the project, the Supreme Court of India ordered (30 January 2015) the State Government to substitute the project execution agency and complete the project by March 2016. Accordingly, the Company in order to implement the decision of the Supreme Court, decided to develop the Manesar Palwal section (52.33 km) separately as a six-lane access controlled highway. The Company awarded (28 March 2015) the work to a contractor and simultaneously applied (1 May 2015) to National Capital Region Planning Board (NCRPB) for a loan along with Detailed Project Report (DPR) having an estimated cost of ₹ 457.81 crore for completion of balance work of Manesar Palwal section of the expressway. The guidelines and terms and conditions for obtaining financial assistance from NCRPB, inter-alia, provided that NCRPB would provide interest bearing loan up to 75 per cent of the estimated cost of the project against guarantee of the State Government. The Company submitted (23 June 2015) the documents to NCRPB and intimated that the case for providing security was under process.

The Project Sanctioning & Monitoring Group (PSMG) of NCRPB approved (19 January 2016) the loan of ₹ 343.35 crore and issued (9 February 2016) the sanction letter to the Company. The loan of ₹ 343.35 crore was to be drawn as per schedule<sup>1</sup> subject to Company providing guarantee from the State Government. The Company took up the matter of seeking Government guarantee on 30 March 2016 and submitted the complete case along with copy of the DPR to the State Government by 20 April 2016 to which the Finance Department gave (26 August 2016) its approval. The guarantee deed was signed on 29 September 2016 and the first installment of loan of ₹ 274.68 crore was drawn on 3 October 2016. The project was completed by March 2016 as per the deadline of the Supreme Court. The Company incurred an expenditure of ₹ 392.82 crore from May 2015 up to March 2016 on the project which were met by availing cash credit limits from banks bearing interest at rates ranging from 9.65 to 10.25 per cent per annum. These rates were higher than those charged by NCRPB (7.50 per cent).

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<sup>1</sup> ₹274.68 crore was to be drawn during 2015-16 and 68.67 crore during 2016-17.

Although the Company was aware that it needed State Government guarantee for the loan, yet it initiated the case with State Government on 30 March 2016 and sent the complete documents to the Government only on 20 April 2016 i.e., after three months of approval of loan by NCRPB on 19 January 2016. It incurred expenditure by availing cash credit limits from banks carrying rates of interest higher than those of NCRPB loan. Thus, had the Company processed the case in time, the loan could have been drawn earlier and it could have avoided payment of additional interest of ₹ 1.27 crore<sup>2</sup> for three months.

The Management stated (June 2018) that there was no condition for providing State Government guarantee as per minutes of 53rd meeting of PSMG of NCRPB and efforts were made to execute the project besides following up the matter simultaneously with the State Government for release of the guarantee. The reply is not acceptable as the terms & conditions for financial assistance from NCRPB inter-alia provided that NCRPB would provide loan against the guarantee from the State Government. Thus, delay in initiating and pursuing the matter with the State Government resulted in avoidable interest payment of ₹1.27 crore

The matter was referred (April 2018) to the Government, their replies were awaited (May 2019).

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

In this regard, it is stated that NCRPB, New Delhi, vide its letter dated 9.2.2016 had sanctioned term loan of Rs. 343.35 crore 7.50% p.a. for development of access controlled KMP Expressway Section (Manesar RD) 83.320 to Palwal RD. 135.650 KM) against the security of State Government Guarantee / Banks Guarantee. The security of State Government Guarantee / Bank Guarantee was required to be submitted with NCRPB, New Delhi before release of loan. The first installment of loan of Rs. 274.68 crore and second installment of Rs. 50 crore released to FSIIDC by NCRPB, New Delhi on 3.10.2016 and 10.11.2016 respectively.

It is submitted that FSIIDC could have initiated the process of obtaining State Govt. Guarantee only after sanction of loan by NCRPB. Although 53rd meeting of NCRPB approved the loan proposal on 19th January, 2016 yet the action for obtaining State Government Guarantee can be completed only after the sanction of the loan because the Finance Department, Haryana Government does not entertain the request in the absence of sanction letter. Moreover, there was condition for providing State Government Guarantee as per minutes of 53rd meeting of the Project sanctioning & Monitoring Group of NCRPB.

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<sup>2</sup> ₹274.68 crore x 2.15 per cent (Rate of interest of availing cash credit limit - 9.65 per cent per annum minus Rate of interest of availing NCRPB Loan - 7.50 per cent per annum) for the period of 79 days from 1 February to 19 April 2016 after allowing 13 days for processing the case.

After receipt of sanction letter on 10th March, 2016 the request for State Govt. Guarantee was made in March, 2016. Moreover, the various terms & conditions of sanction were to be complied with by the Corporation before approval of the Govt Guarantee. One of the condition of the sanction letter was to obtain Environmental Clearance from Ministry of Environment & Forest, Govt. of India before disbursement of loan which was received in June, 2017.

The Corporation applied for Govt guarantee on 30.3.2016. The matter was followed up with Finance Department at regular interval and approval of the Finance Department received on 1.9.2016. Thereafter, the Govt. Guarantee sent to Finance Department for its execution on 2.9.2016. The Govt. Guarantee signed on 29.9.2016 and the Corporation sent the same to NCR Planning Board on 30.9.2016. The matter was taken up with NCR, Planning Board that environmental clearance will be provided later on pending that disbursement may be made on the basis of Govt. Guarantee. NCR Planning Board agreed to disburse the loan on the basis of Govt. Guarantee

Further, the Corporation had to take immediate step for execution of the project due to strict order of Hon'ble Supreme Court to complete the project in time bound manner. The matter was discussed in Length at the highest level and HSIIDC was directed to make all out efforts to complete the project at the earliest.

Accordingly, efforts were made to execute project and simultaneously the matter regularly followed up with the State Government for release of Guarantee. However, the Government took its own time to accord the approval. As soon as the Government Guarantee was received, it was provided to NCRPB, New Delhi and amount of loan was got disbursed on 3.10.2016. A brief sequence of events after sanction of loan are given at Annexure-A

It is submitted that HSIIDC made serious efforts for release of State Government Guarantee and the Government took its own time to accord the approval. No delay is attributable on the Part of the Corporation. Due to orders of the court, HSIIDC had to complete the project in time bound manner and consequently toll collection started accruing to the Corporation at an early date. The toll collection for Financial Year 2016-17 were Rs.26 crore and in Financial Year 2017-18 is Rs.44 crore approx.

During the oral examination, the Committee noticed that the department did not take appropriate steps and ignored the gravity of the assigned work. The Hon'ble Court itself taken the cognizance and ordered to complete the work within prescribed time i.e. upto 31<sup>st</sup> March, 2016. The Committee therefore, recommends that a detailed action taken report in this regard be submitted within one week

### 5.3 Loss due to deficient terms of contract

**The Company made idle payment of 59.32 lakh on hiring of machinery on unfavourable terms of contract.**

17. The Company invited (November 2016) tenders for hiring of mining machinery along with manpower for 180 days for excavation of stones from its mines at Khanak (Bhiwani). The tenderers were to submit their bids on basis of per hour availability of machine (8 hours per day). The work was awarded (29 November 2016) to the lowest bidder (Contractor) at ₹ 18,018 per hour up to 29 May 2017 and was extended (1 June 2017) up to July 2017 on the existing terms till finalisation of new tender.

While processing (March 2017) the claims of hiring charges preferred by the contractor for the period December 2016 to February 2017, the Company's attention was drawn to the fact that the contractor had also claimed payment for the weekly off days/ holidays and those periods when the mines had remained closed due to technical reasons. The contractor had reasoned that the machines were available at site on all days as per contractual terms. The Mining Department and Legal Division of the Company also concurred (26 April 2017) that the payments could not be deducted for weekly off/ other holidays since as per terms of the contract payments were linked to availability of machines and not their usage.

The Company had not utilised the mining machinery/ equipment hired for 40 days because of weekly off days during the period December 2016 to July 2017. Resultantly, it had to make payment of 59.32 lakh to the contractor for these 40 days without any excavation despite non usage of the machines. While drafting the terms of payment in the tender the Company should have been vigilant and should have safeguarded its financial interests.

Also, although the Company became aware (March 2017) of the fact that it had to make payment for those days when the hired machinery was not put to use as per contractual terms, yet it renewed the contract (1 June 2017) for a further period of two months up to July 2017 on the existing terms and without rectifying the payment clause by linking payment to usage of machines instead of their availability. Thus, the Company failed to secure its financial interests.

The Government did not give specific reply (July 2018) to the audit observations.

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

The Corporation had floated comprehensive tender for appointment of Mining Service provider for operation and development of mines for a period of

20 years. The scope of work inter-alia included stone excavation and crushing of stone for charges were to be paid per MT of each work carried out. The technical bids were scheduled to be opened on 18.12.2015. Hon' ble Punjab & Haryana High Court in CWP no. 26240 of 2015 vide its order dated 17.12.2015 (Flag 'A') ordered as under:-

The bids may be evaluated. However, the work order shall not be given till further orders.

Vide order dated 31.05.2016(Flag 'B') Hon' ble Punjab ez Haryana High Court allowed confirmation of bid in favour of M/s KIOCL-Rungta Projects Ltd., the lowest bidder but with the condition that this will be subject to final decision in this case. M/s KIOCL Rungta Projects Ltd. refused to accept the conditional work order and the project came to stand still. CWP no. 26240 of 215 was finally adjudicated upon on 04.10.2017 (Flag 'C').

The Corporation decided to operate the mines on its own as the matter with regard to allocation' of work order on long term basis was subjudice.

The Corporation appointed Mining Engineer Sh. N.K. Bhakat and in consultation with him prepared the tender document for hiring of mining machineries with manpower. Tender was floated for hiring of mining machinery with manpower for a period of 180 days and for a set of machinery rates were to be quoted on per hour basis and availability was to be monitored on daily basis. The payment was linked with availability of machinery at site and Minimum 85% availability of all the machines was required for full payment. The bidder was requested to abide by local laws and regulations governing labour applicable from time to time and other conditions as detailed in head 'Other terms at conditions' at Sr no. 3 in tender document. As per the tender terms, payment was to be released subject to the availability of machines at site which was to be monitored regularly. The terms of tender were as per the normal machinery hiring practice for such rectification and residual production work wherein the output of machinery cannot be directly linked to the stone/material production and the set of machinery described in the tender requiring changes based on actual working scenario. The mines were earlier operated by illegal occupants and was in dangerous state and required Intensive rectification and development work. The primary objective of the tender was to rectify the mines since Director General Mines Safety had prohibited Mining in the said area due to unsafe conditions of Mines/ uncontrolled operations by illegal occupants in the past and the mines were not in operation for the last eight years.

Same as above.

Unilateral change in condition of tender on the part of Corporation was not possible. The Corporation had only two options, either to float a new tender or to renew the existing one on same terms. Accordingly, a conscious decision was taken by the management for renewal of existing tender considering totality of the circumstances. Under the circumstances that the action taken by the Corporation with I regard to floatation of tender on hourly basis and terms of payment thereof are justified, the Audit is requested to drop the para.

During the oral examination, the Committee observed that tenders were allotted on the basis of availability of mining machinery instead of availability of the work which was a serious negligence which resulted into loss of Rs. 59.32 lacs.

The Committee, therefore, recommends that the assessment of allotted work be done expeditiously by the department and a detailed report alongwith all supporting documents/information regarding procedures being followed by private mining contractors be submitted to the Committee within fifteen days.

### Haryana Police Housing Corporation Limited

#### 5.4 Irregular reimbursement of Service Tax

18. The Company irregularly reimbursed service tax to contractors and further delayed in lodging refund claim for the same with tax authorities resulting in non-refund of 3.67 crore. The Haryana Police Housing Corporation Limited (Company) carries out the construction and maintenance of residential/non-residential buildings for Police and Jail Department besides undertaking the deposit works of other departments. Prior to 1 April 2015, construction activities were exempted from Service Tax. The position of Service Tax payable and reimbursed to the contractors by the Company during 2015-17 is tabulated below:

**Table 5.1: Service Tax payable and reimbursed to the contractors**

(₹ in crore)

Period	Tax Provision	Particulars	Service Tax payable	Service Tax reimbursed to contractor by the Company
1 April 2015 to 29 February 2016	Tax dated 1 March 2015) under partial reverse charge in which both service provider and service recipient were to deposit tax equally (50 per cent by Company and 50 per cent by contractor) (Notification No. 30/2012-Service Tax dated 30 June 2012). Exempted (Notification No. 09/2016- Service Tax dated 1 March 2016)	The Company asked (August 2015) the contractors to deposit full Service Tax and get the same reimbursed from the Company  The Company reimbursed Service Tax of ₹ 1.02 crore during March to June 2016 to the contractors which was already exempted from 1 March 2016. The Company lodged (March 2017) a claim for refund of ₹ 4.69 crore3 after a delay of four months from prescribed last date of filing claims. The Company has no claim over ₹ 1.02 crore refunded after exemption notification.	3.67 (1.835 by contractor and 1.835 by the Company)  Nil	3.67  1.02 (March 2016 to June 2016)
1 March 2016 to 31 March 2017	Section 102 under Chapter V of 2016 to 31 Service Tax Act, 1994 as amended March by Finance Act, 2016 provided for 2017refund of service tax for the period 1 April 2015 to 29 February 2016 and claim to be lodged within prescribed time limit by 14 November 2016.			
	<b>Total</b>		<b>3.67</b>	<b>4.69</b>



Analysis of the facts tabulated above, indicate the following lapses on the part of the Company:

- The Company was registered under Service Tax (January 2013) and was liable to pay service tax from April 2015 under partial reverse charge, 50 per cent directly to the tax authority and 50 per cent through contractor. However, the Company asked the contractors to deposit 100 per cent Service Tax and reimbursed the entire amount (( 3.67 crore) to the contractors.
- The Service Tax Act, 1994 as amended by Finance Act, 2016 provided for submission of claim for refund of service tax for the period 1 April 2015 to 29 February 2016 by 14 November 2016. However, the Company did not lodge the refund claim within prescribed time limit. Resultantly, Central Excise & Service Tax Division, Panchkula issued notice (May 2017) to the Company to show cause as to why the claim should not be rejected since (i) the claim had become time barred, (ii) the Company had not provided certificates from contractor that they would not claim refund, (iii) the Company did not claim refund with proper documents to clarify whether the burden of service tax has been passed by the Company to the contractors.
- Although the Service Tax was exempted from 1 March 2016, the Company reimbursed service tax of 1.02 crore during March to June 2016 to the contractors.

The Company has not been able to comply with the directions in the show cause notice till now (May 2019) and no claim has been lodged with the Service Tax department. Further, the Company due to lackadaisical approach had in all likelihood, lost the opportunity to recover ₹ 3.67 crore by not filing the refund claims, within prescribed time limit. It was also seen that although 10 of the 19 contractors to whom the service tax had been reimbursed were still working with the Company, the Company has not recovered any amount from subsequent bills.

The Government stated (August 2018) that the financial benefit on above account had not gone to any private party as the funds had been deposited in the Consolidated Fund of India. The reply is not acceptable as ₹ 2.86 crore has been reimbursed to the contractor by the Company. Out of this ₹ 1.835 crore was the liability of the contractor for the period 1 April 2015 to 29 February 2016 and refund claim for this amount should have been made by the contractor with the tax authorities. The Company being a separate body corporate should have secured its own financial interests and should have lodged claims for refund of Service Tax with the tax authorities in time and with proper documents. It is recommended that the Company may fix the responsibility of its officials who are responsible for such lapses and should pursue with the tax authority for getting the refund.

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

In this context it is submitted that HPF1C has lodged a claim for Rs. 469.21 latch with Service Tax department through an Advocate. The outcome of the case is pending due to introduction of GST as replacement of Service Tax. However, the F1PHC is pursuing with the Service Tax department.

**During the course of examination, the department submitted that the matter has been taken up with the Excise Department and is still pending. The Committee was of the view that the delay in this matter was a case of gross negligence in duties and the reasons of delay need to be ascertained.**

**The Committee, therefore, recommends that with reference to proceedings of the oral examination matter be taken up with the Excise Department and if needed, Excise Department would also be called for oral examination by the Committee.**

## **Haryana State Roads and Bridges Development Corporation Limited**

### **5.7 Wasteful expenditure**

**Due to faulty planning, work of construction of a link road had to be abandoned after incurring an expenditure of 2.06 crore.**

19. As per Indian Railways Permanent Way Manual (IRPWM), no new Level Crossing is to be provided on National Highways/ State Highways or their bypasses and important city roads and only grade separator (Road Over Bridge (ROB)/ Road Under Bridge) is to be provided.

The State Government accorded (November 2008) approval for four laning of various roads and construction of new roads in Rewari district, which, inter-alia, included construction of a five km new link road from Rewari Jhajjar road to Rewari Narnaul road. The new link road was to be constructed in order to decongest Rewari city. The Company awarded (30 January 2009) these works at a cost of ₹ 98.04 crore. Land measuring 55.66 acres for ₹ 15.54 crore was also acquired (March 2009) for the link road. As there were three railway lines crossing this road, the Company requested (16 November 2008) the Railways for providing level crossings. However, the same was declined (August 2009) as per the rule quoted above. The matter was again pursued (January 2011 to December 2011) but the Railway authorities reiterated their refusal (January 2012) and requested the Company to process the case for constructing ROB. By this time, the Company had already incurred an expenditure of ₹ 2.06 crore for laying Granular sub-base, Water bound Macadam and Wet Mix Macadam (kutch work without laying bituminous surfacing) on the road. Thereafter the work was kept in abeyance and in March 2014 it was decided to drop the work. Except the link road, all other road works were completed in August 2013. Since the land had already been acquired for the link road, it was again proposed (April 2015) to revive the work with provision of construction of three ROB, which was approved (May 2015) by the State Government. Thereafter, tenders were invited (December 2017) and the work was awarded (January 2018) with the provision of three ROB.

The work for construction of new link road was planned with provision for three level crossings instead of road over bridges despite the fact that this was in contravention of IRPWM. The condition of kutch work executed earlier for the link road for which expenditure of ₹ 2.06 crore was incurred had deteriorated with the passage of time and was thus rendered wasteful. The Company did not claim any credit for the work done earlier in the newly awarded work. Besides, the objective of the link road which was to decongest Rewari city remained unachieved for long.

The matter was referred (June 2018) to the Government and the Company; their replies were awaited (May 2019).

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

In this connection it is submitted that the work of four lanning of various roads and construction of new roads in Rewari distt, which inter-alia, included construction of 5kms new link road from Rewari-Jhajjar road to Rewari-Narnaul road was allotted to M/s. Niraj Cement Structures Ltd., Mumbai in the year 2009. Later on, it was dropped in the year 2014. By that time the agency had incurred an expenditure of Rs. 2.06 Crore for laying GSB, WBM and WMM (Kutch work without laying bituminous surfacing) on the road.

Later on, the work of Construction of link road from Rewari-Narnaul to Rewari-Jhajjar Rewari-Dadri including 3 ROB's under NCRPB Loan Assistance was allotted to M/s. Dhatarwal Shiv Shiva-JV, Bhiwani with an agreement amount of Rs. 159.37 Crore in February 2018.

The issue regarding finalization of methodology of existing GSB and WMM which were laid by erstwhile agency i.e. M/s. Niraj Cement Structures Ltd., Mumbai was discussed in the meeting held on 09.01.2019 under the chairmanship of worthy M.D. HSRDC, Panchkula (Annexure-A) and it was decided that GHB and WMM shall be dismantled and use as per existing practice in PW B&R Department as under:-

1. The GSB and WMM shall be dismantled and 80% of the verified quantities executed by M/s Niraj Cement Structures shall be considered as quantity of respective materials towards recovery of materials irrespective of quantity retrieved.
2. The recovery rate for GSB and WMM shall be worked out as per practice of PW (B&R) department and shall also be compared- with the available recovery rates of Rewari circle, if pertaining to the concerned materials.
3. The agency will be paid labour rate (HSR+CP) for dismantling of GSB and WMM. For dismantled GSB, no payment for loading, transportation etc. is admissible as per prevailing practice of PW (B&R) Department for WMM loading/ unloading and one side transportation upto their plant shall also be paid. However, the agency shall make the material good at their plant for its use as per specifications before using the same/necessary undertaking be taken from the agency accordingly.

In compliance of the decision taken in the meeting dated 09.01.2019, an recovery of Rs. 43,32,036/- was made from the contractor M/s. Dhatarwal Shiv Shiva – JV, Bhiwani. The recovery of Rs. 41,56,178/- has been made in the IPC No. 13 on 06.11.2020 and IPC No. 16 on 16.03.2021.

It is further submitted that the previous agency employed for the work of construction of link road i.e. M/s Niraj Cement Structures Ltd. Was paid Rs. 2.06 crore (Pre-audit amount Rs. 2,29,02,726/-) as per the statement dated 17.05 2019 (Annexure B). On perusal of this statement it will be seen that the

amount of scarification/dismantling of GSB and WMM paid to the previous contractor was only Rs. 72,48,964/- (Rs. 54,20,389/- for GSB + Rs. 18,28,575/- for WMM). The amount of other items which remained used as it is Rs. 1,56,53,762.00 (Rs. 22902726.00 – Rs. 7248964.00) regarding the newly allotted work to new contractor in January 2018. As such it is humbly stated that the expenditure amounting of Rs. 1,56,53,762.00 was used as it is regarding the newly allotted work to new contractor in January 2018.

So it is clear that there is no wasteful expenditure of Rs. 2.06 Crore

During the oral examination, the Committee noticed that the proposal of this project was not proper and started the work without any proper planning. The Committee therefore, recommends that an enquiry in the matter be got conducted by deputing a competent and experienced officer and after completion of the said enquiry a detailed action taken report be submitted to the Committee.

#### **5.8 Loss due to non-compliance of safety measures**

**Due to non-compliance of safety measures as per the guidelines of Ministry of Road Transport & Highways, Government of India, the Company suffered a loss of ₹ 2.05 crore.**

**20.** Ministry of Road Transport & Highways (MoRT&H), GoI issued guidelines (January 2013) for restricting load on various roads and bridges and required that bridge building authorities should display the details of the bridge and its load bearing capacity.

The Company got constructed (April 2016) a steel bridge on Bhalaut Sub branch canal in Sonapat at a cost of ₹ 2.01 crore, having load carrying capacity of 100 MT. However, information regarding the load bearing capacity of the bridge was not displayed near the bridge by the contractor nor the Company. In May 2016, a multi-axle extra-long vehicle carrying heavy load in excess of the capacity of the bridge, passed through it and damaged the bridge completely. The Company had to construct a diversion road at a cost of ₹ 26.56 lakh for smooth flow of traffic. The Company constituted (June 2016) a Committee for suggesting ways and means to avoid such failures in future. The Committee observed that the transporter was at fault as the approved route was not followed and suggested (July 2016) that the bridge should have bridge information display on both sides giving details of the design load and vertical clearance and heavy duty height gauge should be installed on both sides of the bridge to prevent over dimensioned vehicles from plying on the bridge. Since the steel bridge was damaged completely, the Company dismantled it at a cost of ₹ 5.49 lakh and sold it as scrap for ₹ 28.19 lakh. The Company has now constructed (June 2018) a new reinforced cement concrete bridge at a cost of ₹ 1.20 crore.

Thus due to non-compliance of safety measures as per the guidelines of MoRT&H, Gol, the Company suffered loss of ₹ 2 05 crore<sup>16</sup>. The Company stated (January 2019) that no separate guidelines were issued to field offices as the same were available on the website of MoRT&H, Gol. Had the Company installed the vertical clearance barricade and displayed the bridge information, it could have avoided the entry of the vehicle.

The matter was referred (June 2018) to the Government their reply was awaited (May 2019).

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

- i. The work for Improvement by Widening, Strengthening and providing side drain & CC pavement on" various roads in Sonapat District was allotted M/s MG Kundu Shivalaya (JV), Rohtak vide Managing Director, HSRDC, Panchkula Memo No. 2753/HSRDC dated 29.03.2011 with an agreement amount of Rs.99,39,04 484/-. The work was substantially completed on 24.06.2013 **except two no. bridges;**
- ii. As per the contract agreement, there was a provision of two nos. Multispan RCC bridges on Sonipat Farmana Road at Village Mehlaana on WJC canal at RD 5.882 and Gohana Sisana Road at Village Bali Brahmananon Bhalaut Sub Branch at RD 2.780 but due to non-availability of closure of running canal being main feeder of this area and as per data supplied by-the Irrigation Department, it was decided by the then.Executive Director, HSRDC Panchkula after having detailed discussion with DGM-III, Sonipat,-supervision consultant and contractor during his site visit on 11.10.2011, to construct steel bridge of 40'm single span each, on the above said canals instead of multispan RCC bridges in the interest of "Work.
- iii. Simultaneously as per orders of the then PSPW (B&R) dated 03.01.2014, Chief-Engineer (Bridges) was asked to examine the issue of construction of RCC Bridge. Sh. Subhash ChWer, Chief Engineer (Bridges) Harysaa PWD B&R Br. submitted the report on 23.01.2014 in the report it is quite clear that the decision to construct the steel bridge was taken in view of very short canal closure (one week per month) which was not sufficient for construction of bridge.
- iv. The report of Chief Engineer (Bridges) was examined and the then MD HSRDC passed the following orders on 24.03.2014.

In 55th meeting of Board of Directors of HSRDC held on 19.03.2014, the matter was discussed by Board and decided as under:-

"It was observed by the Board that minor: bridge on Rewari Kot Kasim road upto NH-18 has not been taken up so far. It was observed by the Board that the work was allotted on 15th May, 2009 with a time limit of one year. After considering the whole -matter, the Board decided to go ahead with construction of single span bridge on the recommendations of ED HSRDC. It was decided that the decision should neither lead to any

loss to the exchequer nor should it lead to any excessive escalation in cost. The Board decided that the responsibility for the delay be fixed & brought to the notice of the Board".

May take action accordingly please.

Sd/-

MD (HSRDC)  
24.03.2014

The above orders of VID HSRDC were conveyed to SE Sonipat vide this office letter no. 2048/HSRDC dated 27.03.2014 for taking further action accordingly in this case too (Gohana Sisana road and Sonipat Mehlaana Farmana road).

- v. Accordingly, the work of construction of two no. steel bridges of 40 m single span each were taken up and further completed by the contractual agency during April, 2016 and February, 2017 in compliance of the directions given by the competent authority.
- vi. The bridge at Bhalaut Sab Branch having the load carrying capacity of 100 tonnes was in final stage of completion. Work of laying of checkered dies on footpath was in progress in May, 2016 but due to surroundings local people pressure, the bridge was used by the local traffic. Finishing work like painting, installation of boards etc. were pending at that time.
- vii. A heavily loaded multi-axle modular vehicle carrying OWC (350 tonnes wt)app.) and ODC (6 Mtr. High) owned by the Transport Company M/s. DARCL Logistics Ltd. hit the steel bridge on Bhalaut Sub Branch (BSB) on Gohana Sisana Road in Sonipat District on the intervening night of May 7-8, 2016 while passing through it illegally without seeking prior permission for the same from the appropriate authority / Transport Department resulting in collapse of the entire steel bridge structure.
- viii. The said modular vehicle was originated from Yamuna Nagar & was bound for Mumbai (Maharashtra) for which owner of vehicle were permitted by MoRT&H, New Delhi to travel via Panipat Gohana Rohtak route by instead of following the permitted route, multi-axle vehicle have detoured from the permitted route and instead of taken a route which was not at all permitted by MoRT&H, New Delhi and the concerned authority / PWD illegally. It is intimated that the permitted height of the consignment is 5.0 m as per MoRT&H letter no. RW-NH-35083, T5/2016-S&R(B) dated 18.04.2016. But height of consignment was 6 mtr. Even when this multi-axle vehicle passed through NH-44 (Panipat), toll authorities didn't allow to pass the vehicle over the bridge.
- ix. Two Civil suits, one for claim amounting to Rs. 4.75,68,291/- against the defaulting transporter M/s DARCL Logistics Ltd. Hisar i.e. HSRDC Vs Sanjay under MACT has been filed before Ld. ADJ Court, Sonipat and case is now fixed for hearing for 28.02.2020.

- x. Another court case i.e. State of Haryana Vs. Sanjay has also been filed by the authorities in the court of JMFC Gohana against, the same agency the case is now fixed for hearing for 12.02.2020.
- xi. The total cost of 40 meter steel bridge is Rs. 1.62 Crore (apprbx.). It is however submitted that pile foundations and abutments etc, of collapsed steel bridge were not damaged and hence the same were utilized in the construction of new RCC multispan bridge completed in 06/2018. As such total probable cost of collapsed steel bridge (superstructure only) is of Rs. 1,04,20,104. Total cost for removing the damaged superstructure of 40 meter steel truss - Girder bridge was Rs. 4,90,000/-. The material of collapsed steel bridge was openly auctioned for Rs. 28.90 Lacs. As such the total net loss is of Rs. 80,20,104/- (Rs. 1,04,20,104 + Rs. 4,90,000/- Rs. 28.90 lac). However a new multi span RCC Bridge for CC bridge for amounting to Rs. 1,24,39,823/- in which some structure abutments of collapsed steel bridge was used as it is, has been constructed in lieu of collapsed steel bridge on Bhalaut sub branch on Gohana Sisana Road at R.D 7.772.
- xii. The payment of Rs. 4,14,13,660/- of the contractual agency is still pending with the corporation

As stated above the work of laying of checkered tiles on footpath was in progress and finishing work like painting / installation of boards etc. were pending during May, 2016 but due to pressure of surrounding local people, the bridge was", used for local traffic. Moreover the load carrying capacity of the bridge was of 1\*00 tonne only but the heavily loaded multi - axle modular vehicle carrying 350 tonnes weight (Approximately) and 6 mtr. high hit the steel bridge on the intervening night, of May 07-08 of 2016 resulting in collapse of the entire steel bridge structure. As such there is no fault of HSRDC. 2 Civil Court cases are going on in the Civil Court Sonapat /Gohana for recovery of an amount of Rs. 4,75,68,921/-. Further all the precautions as required during execution of work were adopted at -site of work.

During the oral examination, the department stated that bridge was being operated by general public although not officially opened for public use. The Committee desired to know reasons for non taking necessary steps to prevent use of bridge till its official inauguration and opening for public use which resulted into the collapse of bridge. The Committee viewed it seriously that neither any officers of department nor any contractor was held responsible for lapse and therefore, recommended that option of legal councilor be taken and a SE level officer be deputed for expediting the completion of required action taken process and that latest status regarding cases pending in court be also submitted to the Committee from time to time.



Annexure									
Para No. 2.8.1 (i)									
Statement showing the details of sinlge bid received for the works awarded on turnkey basis									
Sr. No.	Name of Estate	Date of NIT	Scope of work	DNIT Estimates (amount in lakh)	No. of bids received/qualified	Name of the firm to whom the work awarded	Sinlge percentage quoted above/below DNIT	Total amount (amount in lakh)	Remarks
1	Kundli	28-Jul-13	Construction or boundary wall around sector 33-56 in Phase V at Industrial Estate Kundli	180 74	one	M/s Kunal Construction	9%	197 01	Tender was allotted on dated 31.12.2013 on single bid on the basis of tender finalised on dated 03.12.2013 at the rate of 10% above where the two agencies had participated in the tender
2	Bawal	15-Jul-13	providing, and laying of R GC pipe Storm water drainage scheme in Sector-8&9 Phase III IMT Bawal	493 59	one	M/s Shv Construction Company	1 87%	502 82	The work allotted on the basis of analysis of the rates prepared by the consultant with reference to prevailing market rates, which work out to 11 69% above DNIT
3	Bawal	16-Jun-13	providing sewerage facilities in village Asalwas at IMT Bawal under VDS	104 46	one	M/s Shv Construction Company	4 87%	109 55	The trend of rates prevailing at that time was upto 20% above DNIT rates, as is observed from the tenders allotted of various works during that period, where multiple tenders were received. Hence, the rate appear to be genuine. A list of works awarded during that tenure is attached at Annexure-A-1

4	Bawal	28-Feb-14	providing	63 22	one	M/s Shiv	4.87%	66 3	- Do-
			sewerage facilities in village Kamawas at IMT Bowe under VDS			Construction Company			
5	Rohtak	14-May-14	upgradation of infrastructure at IDC Rohtak under MSME Scheme of Government of India	351 72	one	M/s Shiv Construction Company	13.85%	400 43	(i)The trend of rates prevailing at that time was upto 20% above DNIT rates, as is observed from the-tenders allotted of various works during that period, where multiple tenders were received Hence, the rate appear to be genuine A list of works awarded during that tenure is attached (ii) Moreover, a tender was finalised on the same date 14.05 2014 at the rate of 15% above DNIT, where 2 Nos agencies had participated.
6	Kundli	31-Dec-13	providing infrastructure facilities i.e roads, water Supply. Sewerage & Drainage available works on the land earmarked for allotment	237 82	one	M/s Shiv Construction Company	10%	261 6	The proceedings of TFC indicates that work was allotted on single tender on the basis of comparable with similar type of works of IMT Faridabad, Rohtak & Bawal





Statement showing the details of sinlge bld received for the works awared on turnkey basis								
Sr. No.	Name of Estate	Date of NIT	Scope of work	ONIT Estimates (amount in lakh)	No. of blds received/q ualified	Name of the firm to whom the work awarded	Lump-sum amount of awarded work	Remarks
14	Gurgaon	19-Apr-12	modernization of 2 elevator with the capacity of 10 Passengers and 10 stoppage at Udyog Minar Building Udyog ViharV Gurgaon	48 05	one	M/S OTIS Elevators Construction Company	43 17	The work was allotted on the rate lower than the DNIT
						Sub Total(a)	43 17	
15	Rohtak	14-Jan-14	Planning, designing, engineering, procurement, construction, installation, testing, commissioning and thereafter operation & Maintenance for 60 months of CETP 3 MLD capacity at IE Rohtak	662	one	M/s Enviro Infra Engineering Private Lid	1092 05	The work wasallotted in third time tendering.
						SubTotal(b)	1092 05	



Sr. No.	Name of work	Amount of work order (Rs In lacs)	Date of approval	Rates in %
1	Construction of Peripheral boundary wall & fencing around land Phase-V, Manesar.	158.64	26 02 2014	15 00% above DNIT
2	Construction of anganwari in village under VDS at IE Rai	11 45	16 04 2013	11.00% above DNIT
3	Disposal works in village Rai under VDS of IE Rai	07 85	16.07 2013	20 00% above DNIT
4	Providing infrastructure facilities i.e roads, water supply, waste collection system, SWD & all other water contingent thereto in the area earmarked under R&R policy at IE Bahadurgarh.	202 95	03 03 2014	10 00% above DNIT
5	Providing infrastructure facilities (roads & PHE works) in the area earmarked for R&R policy at IMT Bawal.	1799 92	03 01 2014	13 48% above DNIT
6	Providing infrastructure facilities (roads & PHE works) in area earmarked for R&R policy at IMT Fandabad	3699 89	03.01 2014	09 31% above DNIT
7	Strengthening of road IE Samikha	59 76	30 10 2013	09.90% above DNIT
8	Construction of roads in Sector- 37 IE Kamal	1685.28 m	18.11.2013	14.44% above DNIT
9	Providing of water supply system at Sector- 37 Kamal	32 36	10 01 2014	12 00% above DNIT
10	Providing infrastructure facilities in area earmarked for R&R at IMT Rohtak	3889 97	06 01 2014	11.83% above DNIT
11	Providing infrastructure facilities in the area earmarked for R&R at IE Panipat	1661 16	28 02 2014	12 70% above DNIT
12	Development of infrastructure facilities PHE works on turnkey basis including trail run and DLP at Phase- IV/ IMT Bawal	3103 91	04.03 2014	13.10% above DNIT
13	Development of infrastructure facilities on turnkey basis at Transport hub IMT Manesar.	3707 23	04 03 2014	09.00% above DNIT

**2.8.2. (iii) (c)****Annexure-I**

**Minutes of the 321<sup>st</sup> meeting of the Board of Directors of HSIIDC held on 29<sup>th</sup> August, 2013 at 11.30 A.M. in the Board Room of the Corporation, C-13 & 14, Sector-6, Panchkula.**

**Item No.22 Allotment of Industrial plots/ sheds under EMP-2011-Relaxation in the period allowed for Completion of the project and commencement of business.**

The Board considered the proposal and in view of global slow down across all sectors affecting the overall economy of the country, resolved as under:-

- i) That the Corporation may allow one-year general extension for implementation of the project to all the allottees of Industrial plots/ sheds, who have been allotted plots/ sheds till 31<sup>st</sup> December, 2012, over and above the existing available period including extended period, if any this one year period shall be treated as a zero period.
- ii) That in cases where the permissible/ extended period including the proposed free extended period of one year has already elapsed and the project is at advanced stage of implementation, Managing Director shall be competent to grant further one year extension for implementation of the project by changing normal fee.
- iii) That in case of prestigious projects having investment in fixed assets to the tune of Rs. 30/20/10 crore and such allottees are required to complete the requisite amount of investment within a period of six years, such allottee shall be allowed additional one year period to complete the second phase of the project without charging any extension fees
- iv) That in case any of the allottees is not in a position to implement the project due to adverse economic scenario and intends, to surrender the plot within six months from the date of approval of the proposal by the Board of Directors of the Corporation i.e. 29.08.2013, the Corporation shall consider the same without any deduction and the principal amount deposited by the allotted towards price of the plot shall be refunded in full.
- v) That the cases already decided in the past where the extension fee had already been remitted by the allottee or surrender request



had been considered by the (corporation after deduction of 10% amount, shall not be re-opened.

The Board authorized the Managing Director to take further necessary steps in the matter

Endst. No. HSIIDC: CS-2013:3458

Dated : 05.09.2013

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

Para No. 3.12

Annexure

UHBVNL

Distribution &amp; Rent Supply Utility, Govt of Haryana

Office : C-16, Vidyut Sadan, Sector-6, Panchkula Haryana

0172-3019132, Web Site : [www.ubhvn.com](http://www.ubhvn.com)

Office Order No. 445

/UH/GA-6/2

Dated . 23/5/2011

Order for work described below is assigned to M/S Haryana Co-operative L&C Society Ltd., Patel Nagar, Radaur Road, Yamunanagar to be executed as per conditions & rates as mentioned below :

Sr. No.	Period	Nos. of Skilled/Unskilled Labour	Rate
1	6-Months from the date of joining	1 No. LDC (Sh Hans Raj)	DC rate Panchkula+7% Premium

**Terms & Conditions**

1. The payment shall be made to the workmen by the contractor timely and any dispute with the labour shall be the responsibility of the Contractor.
2. The payment shall be made to the Contractor by A/c Payee's Cheque payable at Yamunanagar in the following month after receipt of bill from the contractor and duly verified by the Nigam representative.
3. The order is valid for six months but the Nigam reserves the right of curtailing the labour at any time fully & partially for which no compensation shall be paid to contractor.
4. The officer in-charge shall be authorized to dispense with the services of the labour supplied by him If any, one or all of them do not work according to his satisfaction or non-availability of raw material
5. The contractor shall be responsible for payment of compensation to the labour employed through him, if some any mis-happening occurs with them during the working hours
6. All formalities e.g. insurance of labour, payment of EPF, maintaining of record of payment to labour or any other statutory requirement of State / Central Government under Labour Act shall be fulfilled by the contractor without any liability of the Nigam
7. No claim of absorption of labour in the Nigam shall be entertained at any stage & labour shall remain as employee of contractor for all the times.

8. The contractor will have to execute the contract agreement on the performa supplied by the Nigam on non-judicial paper of Rs 15/-.
9. The disbursement of wages to each worker will be made by the Contractor in the presence of authorized representative of the concerned office upto 7<sup>th</sup> of every month and payment certificate alongwith a copy of the pay bill shall be furnished by the contractor by the 10<sup>th</sup> of every month.
10. Income tax and surcharge on income tax will be deducted as applicable from bill by Chief Accounts Officer, UHBVN, Panchkula.
11. The D.C. rate for contract labour supplied by the contractor shall be applicable for the month for which the labour is engaged
12. The labour below the age 18-years shall not be employed and the contractor shall allow weekly rest as per Labour Act without extra charges to the Nigam on this account.
13. The contractor will be fully responsible for giving the compensation in the case of any accident (fatal/non-fatal) to the labour while doing the job and in no case liability will be on the Nigam.
14. In every case in which by virtue of the provision of section 12 sub-sections (i) of the same will be followed strictly.
15. In every case in which by virtue of the provision of section 12 sub-section (i) of the Workmen's Compensation Act-1923, UHBVN is obliged to pay compensation to a workmen employed by the contractor for execution works, UHBVN will recover from the contractor the amount of compensation so paid and without prejudice to the right of the UHBVN under section 12 of sub-section (2) of the said Act UHBVN shall recover such amount and have right there by to deduct it from the security deposit or from any sum due to UHBVN by the contractor whether under this contract or otherwise or any other contract under any other Nigam.
16. Any dispute arising out of contractor shall be located to Panchkula Jurisdiction only.
17. The holiday in the office shall be observed by the contractor labour as notified on the list of holidays circulated by the Haryana Government & adopted by the Nigam. However, in case of emergency, the services of contract labour can be requisitioned by the officer in charge of work to meet any contingency even on Sunday and Holidays.
18. Only service charge premium allowed to the Contractor shall count to the contractor commission.

19. The contractor shall comply with all relevant labour acts, Rules Regulations of the Central Government/Haryana Government, UHBVN and he will prepare the record and submit the required statement retrun periodically to the concerned competent authority.
20. The EPF regulations as per EPF miscellaneous provisions Act 1952. ESI and any other State Government Taxes shall be complied with by contractor at his own cost.
21. A valid license should be available with Labour Contrator all the time as per Labour (Regulations & Abolition Act, 1970) Haryana Contract Labour (Regulation & Adoption Act, 1975) and he will supply necessary documents/information to the UHBVN Labour Department regarding Labour Engaged.
22. The first aid facilities will be provided by the contractor if any worker is injured during his stay at the place of work.
23. If an injury is such that permanent disability is caused to the worker, the necessary compensation will be provided by the Contractor as per applicable as per laws.
24. The expenditure will be chargeable to office contingency.
25. The contractor will abide by all labour acts and rules & regulations as framed by the Government/Nigam amended from time to time, such as contract labour (R&A) Act, 1970 payment of wages act 1936, payment of minimum wages Act, 1948 & State rules/regulation made there under. The contractor will maintain necessary records as required under labour regulation and make available the same for inspection by the competent authority of the Nigam/State/Labour Act. The Labour regulations & conditions/ guidelines/instructions issued by the State/Nigam from time to time will be followed strictly by the contractor.
26. The Contractor labour is required for the period of six months which can be re-engaged for the further period, if required on the same terms and conditions.
27. Contractor will sign all service agreement as per policy of the Nigam for outstourcing of service/activities.

Contractor is requested to furnish a copy of the work order issued by the office duly signed by him in token of having acceptance to all the terms and conditions without any deviation.

This issues with the approval of Managing Director, UHBVN, Panchkula.

Under Secretary/GA,  
For M.D. UHBVN, Panchkula

Endst. No Ch-75      /UH/GA-438/

Dated :

Copy of the above is forwarded to the following for information and necessary action :-

1. CAO, UHBVN, Panchkula.
2. M/s Haryana Co-operative L&C Society Ltd Patel Nagar, Radnur Road, Yamunanagar. He is requested to furnish D.C. rate for skilled/unskilled labour respect of Panchkula

Under Secretary  
For M.D. UHBVN, Panchkula.

**EMPLOYEES PROVIDENT FUND ORGANISATION  
(MINISTRY OF LABOUR & EMPLOYMENT, GOVT. OF INDIA)**

**SUB-REGIONAL OFFICE**

**S.C.O. 5-8, BHAVISHYA NIDHI BHAWAN, SECTOR-12  
KARNAL – 123001 (HARYANA)**

Ref: Comp-II/HR/KNL/37984/35067

Dated 11.4.2016

**Speed Post**

**ORDER UNDER SECTION 7A OF THE EMPLOYEES PROVIDENT  
FUND &  
MISC PROVISIONS ACT, 1952**

Whereas the Employer in relation to M/s Uttar Haryana Bijli Vitran Nigam Ltd. Chief Accounts Officer, Float-522, Power Colony, Industrial Area, Phase-II, Panchkula an establishment covered under the EPF & MP Act, 1952 bearing EPF Code No. HR/KNL/37984 (hereinafter referred to as the Act) has failed to deposit:

1. Employees share of P.F. contributions under the EPF Scheme, 1952 for the period 04/2010 to 10/2011 extending the enquiry upto the month of 01/2016.
2. Employer's share of P.F. contributions under the EPF Scheme, 1952 for the period 04/2010 to 10/2011 extending the enquiry upto the month of 01/2016.
3. Employer's scheme of contributions under the EPS Scheme 1995 for the period 04/2010 to 10/2011 extending the enquiry upto the month of 01/2016.
4. Administrative charges under the EPF Scheme, 1952 for the period of 04/2010 to 10/2011 extending the enquiry upto the month of 01/2016.
5. Employer's contributions under the EDLI Scheme, 1976 for the period 04/2010 to 10/2011 extending the enquiry upto the month of 01/2016.
6. Administrative charges under the EDLI Scheme, 1976 for the period 04/2010 to 10/2011 extending the enquiry upto the month of 01/2016.

Whereas the above named establishment was found not reporting compliance under the Act and accordingly summons u/s 7A of the Act were issued vide No. HR/37984/EB-II/12032-33 dated 06.01.2012 for the period 04/2010 to 10/2011 fixing the date of hearing on 23.01.2012. The case was further adjourned to 13.02.2012, 27.02.2012, 19.03.2012, 30.04.2012, 28.05.2012, 16.07.2012, 13.08.2012, 24.09.2012, 08.10.2012, 26.11.2012, 07.01.2013, 04.02.2013, 04.03.2013, 01.04.2013, 29.04.2013, 27.05.2013, 01.07.2013, 05.08.2013, 09.09.2013, 07.10.2013, 28.10.2013, 25.11.2013, 23.12.2013, 20.01.2014, 17.02.2014, 24.03.2014, 28.04.2014, 26.05.2014, 09.06.2014, 07.07.2014, 04.08.2014, 01.09.2014, 29.09.2014, 03.11.2014, 24.11.2014, 05.01.2015, 23.02.2015, 23.03.2015, 20.04.2015, 18.05.2015, 08.06.2015, 29.06.2015, 13.07.2015, 27.07.2015, 03.08.2015, 10.08.2015, 24.08.2015, 14.09.2015, 05.10.2015, 16.11.2015, 07.12.2015, 04.01.2016, 25.01.2016, 15.02.2016, 22.02.2016 and finally fixed on 14.03.2016. The details of the proceedings conducted on the various dates from routine adjournments are given below:-

Sh. Sanjeev Kumar appeared on behalf of the establishment on 23.01.2012 but did not produce authority letter he was asked to appear with authority letter on next date of hearing which was fixed on 13.02.2012 along with record.

Sh. Sanjeev Kumar and Sh. Shiv Kumar appeared on behalf of the establishment on 13.02.2012 with copy of returns and amount deposited through demand draft and challans but the Area Enforcement Officer informed that he was required to check the complete records to ensure full compliance, Sh. Sanjeev Kumar requested for some time to produce the records and the matter was adjourned to 27.02.2012.

Sh. R.K. Ajmani, the Area Enforcement Officer appeared on 27.02.2012 and submitted an inspection report intimating that the establishment had made the compliance of the Act with regard to the DEO engaged by them for office work. Area Enforcement Officer submitted a deposit statement from 04/2010 to 02/2011 but since the 7A period was for 04/2011 hence he was asked to submit the records for the complete period. Sri Shiv Kumar UDC appeared on behalf of the establishment and was directed to submit the records for period 03/2011 to 10/2011 along with the details of the contractors of the establishment, if any.

In a proceeding held on 26.11.2012, Sh. Shiv Kumar, authorised representative of the establishment informed that the Chief Accounts Officer was the DDO of Head office staff and all the gazetted officers of UHBVN Ltd. For the contractor related retards DDO was AO (cash). Accordingly, he was

asked to provide a detailed list showing total number of employees of all types, bifurcating all the categories month wise. The Area Enforcement Officer was directed to visit the establishment and submit details about its Head Office staff also. The case was adjourned to 07.01.2013.

In the proceedings dated 07.10.2013 Sh. Ganga Ram, Section Officer appeared from the establishment and produced incomplete records. He promised to produce the complete record on or before he next date i.e 28.10.2013.

In the proceedings held on 25.11.2013 Sh. Shiv Kumar, UDC appeared on behalf of the establishment, and stated that the records related to EPF had been furnished to Sh. R.K. Chugh, Area Enforcement Officer. Sh. Shiv Kumar further stated that they deposited the dues in respect of all the eligible employees engaged with the establishment. Sh. R.K. Chugh was on leave and hence the matter was adjourned to 23.12.2013.

In the proceedings held on 09.06.2014, Mr. R.K. Chugh, Area Enforcement Officer stated that complete records had not been verified and requested to grant some time. He also requested to direct the employer to produce the complete record. Accordingly the establishment was directed to produce the complete record for verification by the AEO and the matter was adjourned to 07.07.2014.

On 07.07.2014, Sh. Shiv Kumar, the authorised representative of the establishment stated that they had paid all the dues in respect of the regular employees, for the notice period. He further submitted that the establishment had engaged some contractual employees through M/S Haryana Cooperative Society, which was stated to be covered under the Act, from Rohtak PF Office. Mr. Shiv Kumar was directed to produce the details of contract employees with name, Account Numbers, designation, wages, Challan details submitted to Rohtak Office. The AEO was directed to verify the above records and file report. The matter was adjourned to 04.08.2014.

In the proceedings dated 05.01.2015, Sh. S.P. Shukla, Area Enforcement Officer appeared for the department while none appeared from the establishment. Sh. S.P. Shukla was asked to file the final report in the matter as the said 7A enquiry was more than 3 years old. The matter was adjourned to 23.02.2015.

On 23.02.2015 Sh. Bajinder Singh, LDC appeared for the establishment and requested for short date. The case was adjourned to 23.03.2015.

A letter dated 15.06.2015 was received from Sh. S.P. Shukla, AEO, Ambala vide which he has informed that he visited the establishment on 11.06.2015 for inspection of record but the establishment could not produce the complete record. Establishment only produced the record in respect of employees engaged through M/s Hartron. But the record in respect of employees engaged



through other contractors was not produced by the establishment so the inspection could not be conducted.

In the proceedings held, on 03.08.2015 Sh. Shiv Kumar and Sh. Arvind Kumar appeared for the establishment and sought some time to produce the complete details with regard to the workers employed through different contractors. The Area Enforcement Officer was directed to visit the establishment and submit the report. The case was adjourned to 10.08.2016.

On 10.08.2015, Sh. Shiv Kumar and Sh. Arvind Kumar, authorised representatives appeared on behalf of the establishment and submitted incomplete details which were returned to them for submission of complete details relevant for the purpose of enquiry. Sh. S.P. Shukla, AEO stated that details pertaining to contractors and relevant record for the purpose of enquiry should be sought from the employer. The employer was directed to submit the complete details of contractors positively before the next date of contractors positively before the next date of hearing S.P. Shukla, Area Enforcement Officer was directed to submit the complete details of contractors positively before the next date of hearing.

Sh/Arvind Kumar and Sh/Shiv Kumar, authorised representatives appeared on behalf of the establishment on 24.08.2015 and submitted details of contractual payments of various contractors which were referred to AEO for verification and submission of report.

Sh. S.P Shukla, Area Enforcement Officer appeared on 14.09.2015 and stated that he needs some time to file the report after due verification of records of the establishment. Sh. Arvind Kumar, authorized representative has stated that he will show the necessary challans regarding the compliance by contractors of UHBVN, Panchkula to Sh. Shukla for verification and submission of report.

Finally on the last day of hearing i.e on 14.03.2016 Sh. S.P. Shukla, Area Enforcement Officer appeared on behalf of department and Sh. G.L. Bansal, Chief Account officer, with Sh Arvind Kumar, Dealing Assistant appeared on behalf of establishment. The Area Enforcement Officer submitted the inspection report, on 29.02.2016. The same inspection report of 37 pages was taken up on the appointed day of the 7A proceeding i.e. on 14.03.2016. The observation memo of the report was shown to the representatives of the establishment. The Chief Accounts Officer of the establishment had seen the report but had sought a short date for scrutinizing, the observation memo. Further, he stated that the establishment has not represented itself adequately in the matter. He also pointed out that the establishment has made no attempt to trace the contractor of UHBVN who had not deposited the provident fund of the employees.

The 7-A enquiry has been going on against the establishment for the period 04/2010 to 10/2011. As per the Inspection report submitted by the AEO the establishment has deposited the dues in respect of the employees

deputed from HARTRON only, for the period April 2010 to January 2016, which has been duly verified by the AEO from the records of the establishment. On verification of the record, the AEO has observed that neither the, Principal Employer nor the contractor M/s The Haryana Cooperative L & C Society Ltd. Yamunanagar has deposited P.F. dues. The AEO has pointed out that being the Principal Employer it was the duty of Principal Employer ultimately to pay the dues of the employees. Accordingly the AEO in his report has recommended that Rs. 73,53,128/- may be assessed against the establishment for the period 2010-11 to 12/2013, for the work done by the contractor i.e. The Haryana Coop. L & C Society Ltd., Yamunanagar. Further, the AEO observed that the establishment has provided the detail of PF dues in respect of certain other contractors though the same need to be verified from the inspection of the records of these seven contractors which are 1. M/S The Hindustan security service and placement Beuro, Rohtak. P.F. Code DSSHD00227553000. 2. MM J.M.D Security Services, Mohali. PF Code. PB/CHd/37182. 3. M/s R.S. Enterprises, Panchkula. P.F. Code No. HR/KNL737821. 04. M/s W.W.F Security services Pvt. Ltd. Panipat P F. No, Code No. HR/KNL/38369. 05. M/s. Punjab Ex-ServicemSh Corporation, Chandigarh P.F. Code No. PN/10234. 06. M/s/Shine & Sind Security solutions (P) Ltd, Panchkula. 07. M/s Sanda & Co , Panchkula, EPF Code PB/CHDy38034.

The Chief Accbunts Officer of establishment has stated today for the first time in this 7A enquiry that the establishment needs some more time to trace/locate the contractor i.e The Haryana Coop. L&C Society Ltd., Yamunanagar, so that the establishment will recover the PF dues from it The establishment has also stated that the question of PF deduction be taken up with the above contractor in the present enquiry also by summoning the said contractor as party.

As per above, it is seen that the PF deduction was made in the case of seven contractors by the establishment i.e. M/s i.e. M/s UHBVNL, But the same was not done in case of M/s The Haryana Coop. L&C Society Ltd., Yamunanagar whereas it is statutory duty of the Principal Employer under section 8A clause (1) of the EPF & MP Act, 1952 as well as per para 30 of the Employees Provident Fund Scheme, 1952. Secondly the establishment has raised the matter of involving the Contractor in the present enquiry at a very late stage and after the submission of AEO's report. Herein, it is' noteworthy to mention that the enquiry has been going on for long and was initiated on 06.01.2012 with the first proceeding conducted on 23.01.2012.

The Area Enforcement Officer has vehemently opposed, the contentions of the establighment of granting another date on the ground that if the establishment had to trace the contractor M/s Haryana Cooperative L & C Society Ltd , Yamunanagar then the same should have been done during all these years the enquiry has been under progress.

Considering the recommendations of Area enforcement Officer the total dues which are payable by the establishment as calculated by the Area Enforcement are appended below .

Period	A/c-I	A/C-II	A/c-X	A/c-XXI	A/c-XXII	Total
04/2010 to 12/2013	4499146	315830	2391699	143558	2895	7353128
	4499146	315830	2391699	143558	2895	7353128

I, Nitin Singh, Assistant P F. Commissioner, Karnal in exercise of powers as are conferred upon me under section 7A of the Act, upon considering the inspection report dated 22.02.2016, statement of dues for the period of enquiry submitted by Area Enforcement Officer, the statement of the Area Enforcement Officer before me, the statement of the authorised representative before me and after applying my mind to the facts and circumstances of the case, hereby order to assess an amount of **Rs. 73,53,128/- (Rupees Seventy Three lakh Fifty Three thousand one hundred twenty eighty only)** as P.F dues against the establishment for the period 04/2010 to 01/2016 by extending the enquiry upto the month of 01/2016 as per the recommendations of the Area Enforcement Officer. The present 7-A enquiry is hereby ordered to be closed.

The establishment through its authorised representative be directed to pay the above assessed amount within 15 days failing which necessary action, to recover above amount under section 8 of the Act shall be taken. This order shall however be without any prejudice to the actions that may lie against the establishment u/s .14 (B), 7(QJ, 7(C) and other relevant provisions of the Act in the future.

(Nitin Singh)  
ASSTT. P.F. COMMISSIONER

To

M/s Uttar Haryana Bijli Vitran Nigam Ltd,  
Chief Accounts Officer, Flat -522,  
Power Colony, Industrial Area,  
Phase-II, Panchkula.

Copy to.

1. Sh. S.P Shukla, F.O.
2. Accounts Branch-03,
3. Damages Section for levy of damages

ASSTT. P.F. COMMISSIONER

**PUNJAB NATIONAL BANK  
B.O. SECTOR,8, PANCHKULA  
TEL: 0172-5024362**

DT. 24.06.2016

The Chief Accounts Officer  
UHBVNL, Shakti Bhavan, Sector-6, Panchkula.

**Subject:- Your Accounts with us- Remittance of Rs. 73,53,04\* to Regional  
PF Commissioner, Karnal.**

Dear Sir,

On receipt of the show cause notices dt. 13.06.2016 and 15.06.2016 from Asstt P.F Commissioner EPF, Karnal, under section 3(x) of section 8F of p3F & MP 1952, containing instructions to remit Rs. 73,53,044/- to debit accounts of Uttar Haryana Bijli Vitran Nigam Ltd, We have debited your Account No 29380021001028758 on 24.06.2016 with the aforesaid amount and remitted the same, through draft to Regional PF Commissioner, Karnal.

Yours sincerely,

Asstt General Manager

C.A.O

Sr. AO/Admn./CAC

Sr A/Pension

Sr. AO/P & A/Cs

Sr. AO/A&R-I/III

Sr. AO/A&R-II

Sr. Pay Fixation

AO/Cah

AO/GPF

**UTTAR HARYANA VITRAN NIGAM LTD.****Office of Chief Accounts Officer****Flat No.519-524, Poinier Colony, Ind. Area Phase-II Panchkula****Phone-0172-2591174****E-mail: cao@uhbvnl.org.in****Complaint No. 312-PW  
Dated 22.03.2021****To****The Deputy Commissioner of Police,  
Sector-1, Panchkula  
Memo No- Ch- 1750 /CAO/UH/EPF  
Dated. 22.03.2021****Subject: Lodging of FIR against M/s Haryana Co-operative L&C Society  
Ltd. 2244, Patel Nagar, Radaur Road, Yamuna Nagar.**

It is stated that Work orders for supply of manpower to Nigam were placed upon the contractor namely M/s Haryana Co-operative L&C Society Ltd., Yamuna Nagar from 01.04.2010 to 30.09.2012 by the then S.E./Admn., Panchkula. Copy of Work Order is enclosed for ready reference. As per following term and conditions of the work orders, the firm was liable to :-

6. All formalities e.g. insurance of labour, payment of EPF, maintaining of record of payment to labour or any other statutory requirement of State/Central Government under Labour Act shall be fulfilled by the contractor without any liability of the Nigam.
19. The contractor shall comply with all relevant labour Act, Rules Regulations, of the Central Government/Haryana Government, UHBVN and he will prepare the record and submit the required statement return periodically to the concerned competent authority.
20. The EPF regulations as per EPF miscellaneous provisions Act, 1952. ESI and any other State Government Taxes shall be complied with by contractor at his own cost.

As per aforesaid clauses of work order, the contractor had to deposit EPF dues i.e employees and employer share with EPF department at his own cost. The contractor claimed full wages including employees EPF share and payment was made accordingly to the contractor by the Nigam. Employers' share has not been claimed by the contractor till date. The contractor with

dishonest intention had not deposited the EPF contribution with the EPF organization. The Assistant EPF Commissioner, Kwnal passed an order dated 11.04.2016 for assessment of an amount of Rs.73,53,128/- as EPF dues (Employees and Employer share plus administration charges). Thereafter, EPF authorities attached and withdrew an amount of Rs.73,53,044/- from Nigam's PNB Bank Account No. 29380021001028758 on 24.06.2016. Although this was the responsibility of the contractor to deposit employees and employer's share with EPF authorities at his own cost, but he failed to discharge its obligation and thereby caused wrongful loss to the Nigam to the tune of Rs. 34.45 lakh on account of employees' share.

Against the aforesaid order, Nigam has preferred Appeal No. 722(16) 2016 before the EPF Appellate Tribunal, Delhi which stand transferred to Central Government Industrial Tribunal-cum-Labour Court-I, Chandigarh Bench vide Appeal No. 143/2017 during August 2017. The next date of hearing has been fixed for 10.06.2021.

The contractor had not deposited the EPF share with the concerned EPF authority with dishonest intention in violation of clauses of work order. The action of the contractor is in utter violation of work orders and legal contract entered between the parties. Inaction on the part of the contractor caused wrongful loss to Nigam.

It is, therefore, requested to lodge an FIR for cheating, criminal breach of trust and other offences under the relevant law committed by the contractor namely M/s Haryana Co-operative L&C Society Ltd., 2244, Patel Nagar, Radaur Road, Yaniuna Nagar, Haryana.

Chief Accounts Officer,  
UHBVNL, Panchkula.

सेवा मे,

श्रीमान इसपेक्टर महोदय,  
पुलिस स्टेशन सैक्टर-5,  
पचकूला।

क्रमांक नं० 1825/CAO/UH/EPF

दिनांक 13.05.21

**विषय :-** मैसर्ज हरियाणा को-ऑपरेटिव एल०एण्डसी० सोसाईटी लिमिटेड 2244, पटेल नगर, रादौर रोड़, यमुनानगर के विरुद्ध एफ०आई०आर० दर्ज करने बारे।

यह बताया जाता है कि तत्कालीन अधीक्षण अभियन्ता/प्रशासन, यू०एच०बी०वी०एन०, पचकूला द्वारा 01.04.2010 से 30.09.2012 तक निगम को मैनपॉवर की आपूर्ति हेतु ठेकेदार अर्थात् मैसर्ज हरियाणा को-ऑपरेटिव एल०एण्डसी० सोसाईटी लिमिटेड, यमुनानगर को कार्य आदेश दिए गए थे। कार्य आदेश की प्रति संदर्भ हेतु संलग्न है। कार्यों आदेशों की निम्नलिखित शर्तों के अनुसार फर्म उत्तरदायी थी -

- 6 सभी औपचारिकताएँ यानी श्रम का बीमा, ई०पी०एफ० का भुगतान, श्रम के भुगतान का रिकार्ड बनाए रखना या राज्य/केन्द्रीय सरकार की कोई भी अन्य वैधानिक मांग श्रम अधिनियम के तहत ठेकेदार द्वारा निगम की किसी देयता के बिना पूरी की जाएगी।
- 19 ठेकेदार केन्द्रीय सरकार/हरियाणा सरकार, यू०एच०बी०वी०एन० के सभी तर्कसंगत श्रम अधिनियम, नियम एवं विनियमों का पालन करेगा तथा वह रिकार्ड तैयार करेगा और सबधित सक्षम प्राधिकारी को समय-समय पर आवश्यक स्टेटमेंट रिटर्न प्रस्तुत करेगा।
- 20 ई०पी०एफ० विविध प्रावधान अधिनियम, 1952 के अनुसार ई०पी०एफ० विनियम, ई०एस०आई० तथा कोई अन्य राज्य सरकार के कर ठेकेदार द्वारा अपनी लागत पर सकलित किए जाएंगे।

कार्य आदेश की पूर्वोक्त धाराओं के अनुसार, ठेकेदार को ई०पी०एफ० देय अर्थात् कर्मचारी तथा नियोक्ता के शेयर अपनी लागत पर ई०पी०एफ० विभाग के पास जमा करवाने थे। ठेकेदार ने कर्मचारियों के ई०पी०एफ० शेयर सहित पूर्ण वेतन का दावा किया तथा तदनुसार निगम द्वारा ठेकेदार को भुगतान किया गया। ठेकेदार द्वारा आज तक नियोक्ता के शेयर का दावा नहीं किया गया है। ठेकेदार ने बेईमान मशा के साथ ई०पी०एफ० सगठन के पास ई०पी०एफ० योगदान जमा नहीं करवाया था। सहायक ई०पी०एफ० आयुक्त, करनाल ने ई०पी०एफ० देयों (कर्मचारियों तथा नियोक्ता शेयर+प्रशासन प्रभार) के रूप में 73,53,128/- रुपये की राशि के निर्धारण के लिए दिनांक 11.04.2016 को एक आदेश पारित किया। इसके बाद, ई०पी०एफ० प्राधिकारियों ने अटैच किया तथा 24.06.2016 को निगम के पी०एन०वी० बैंक खाता संख्या 29380021001028758 से 73,53,044/- रुपये की राशि निकाली। यद्यपि

कर्मचारियों तथा नियोक्ता के शेयर अपनी लागत पर ई०पी०एफ० प्राधिकारियों के पास जमा करवाना ठेकेदार की जिम्मेवारी थी लेकिन यह राशि ठेकेदार ने ई०पी०एफ० के पास जमा न करवाकर निगम के साथ धोखाधड़ी करके अपने पास रख ली तथा ठेकेदार इस कर्तव्य पालन में असफल रहा और इसके परिणामस्वरूप कर्मचारियों के शेयर के एवज में निगम को 34.45 लाख रुपये तक की दोषपूर्ण हानि हुई।

पूर्वोक्त आदेश के विरुद्ध, निगम ने ई०पी०एफ० अपीलीय न्यायाधिकरण, दिल्ली के समक्ष अपील संख्या 722 (16) 2016 की जो अगस्त 2017 के दौरान अपील संख्या 143/2017 के तहत केन्द्रीय सरकारी औद्योगिक न्यायाधिकरण-सह-श्रम न्यायालय-1, चण्डीगढ़ को हस्तांतरित की जा चुकी है। सुनवाई की अगली तिथि 10.06.2021 निश्चित की गई है।

इसलिए, ठेकेदार अर्थात् मैसर्स हरियाणा को-ऑपरेटिव एल०एण्ड०सी० सोसाईटी लिमिटेड 2244, पटेल नगर, रादौर रोड, यमुनानगर हरियाणा द्वारा धोखाधड़ी (Cheating) करने के लिए तर्कसंगत नियम के तहत एफ०आई०आर० दर्ज करने तथा ठेकेदार द्वारा निगम को 34.45 लाख रुपये तक की दोषपूर्ण हानि हुई है। उसकी भरपाई के लिए अनुरोध किया जाता है।

मुख्य लेखाधिकारी  
यू०एच०बी०वी०एन०, पंचकूला



## List of Charge Sheeted Officers/Officials/Retirees

Sr. No.	Name	Designation	Charge Sheet No.	Issuing Authority
1	Sh. Tarun Gupta	Sr AO	Ch-07/Conf.-7148 dated 15.04 2021	Chief Engineer/Admn. UHBVN, Panchkula
2	Sh Satish Sharma	Sr AO	Ch-12/Conf -7156 Dated 15.04.2021	Chief Engineer/Admn UHBVN
3	Sh Tara Chand Bhatti	Sr AO	Ch-07/Conf -7157 dated 15.04.2021	Chief Engineer/Admn. UHBVN
4	Sh. Vijay Kumar	Under Secretary (Retd.)	Ch-07/Conf.-7161 dated 15.04.2021	Chief Engineer/Admn. UHBVN
5	Sh. Ram Chander	Under Secretary (Retd )	Ch-07/Conf -7162 dated 15.04.2021	Chief Engineer/Admn UHBVN
6	Smt. Promila Gupta	Under Secretary (Retd )	Ch-07/Conf.-7163 dated 15.04.2021	Chief Engineer/Admn UHBVN
7	Sh. Ganga Ram Sharma	SO (Retd.)	Ch-07/Conf -7159 dated 13 04.2021	Chief Engineer/Admn. UHBVN
8	Sh. Bikram Singh	Deputy Supdt.	Ch-12/Conf -7158 dated 13.04 2021	Chief Engineer/Admn. UHBVN
9	Smt. Saroj Bala	UDC (Retd.)	Ch-07/Conf -7160 dated 13 04 2021	Chief Engineer/Admn UHBVN

**Para No. 5.2 (HSIIDC)****Annexure-A**

Brief sequence of events after sanction of loan.

<b>Sr. No.</b>	<b>Particulars</b>	<b>Date</b>
1.	Sanction letter received on	10.03 2016
2.	Letter to DI Haryana for providing Govt. guarantee	30.03.2016
3.	Approval of Govt. i.e. FD through DI Haryana	01.09.2016
4.	Govt. Guarantee sent to FD for its execution	02.09.2016
5.	Loan agreement signed by HSIIDC with NCRPB	15.09.2016
6.	Govt guarantee signed	29.09.2016
7.	Govt. Guarantee sent to NCRPB, Delhi	30.09.2016
8.	Loan disbursed by NCRPB	03.10.2016

**Para No. 5.3 HSIIDC**

**Annexure**

**IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH**

108

**CWP No.26240 of 2015 (O&M)**

**Jaswinder Singh Bal**

**vs. State of Haryana & another**

**Present. Mr. Rajesh Garg, Senior Advocate with  
Ms. Nimrata Shergill, Advocate for the petitioner.**

..

**Issue notice of motion, returnable on 19.01.2016.**

**The bids may be evaluated. However, the work order shall not be  
given till further orders.**

**(S.J. VAZIFDAR)  
ACTING CHIEF JUSTICE**

**(TEJINDER SINGH DIIINDSA)  
JUDGE**

**17.12.2015**

**CWP-26240 of 2015(O&M)****1****Jaswinder Singh Bal vs. State of Haryana & another**

**Present:** Mr. Rajesh Garg, Senior Advocate Amicus Curiae with  
Mr. Sandeep Kumar, Advocate.

Mr. Amar Vivek, Addl. AG, Haryana  
for the State.

Mr. Baldev Raj Mahajan, Senior Advocate with  
Mr. Lokesh Sinhal, Advocate  
for respondent No.2.

\*\*\*\*

The petitioner seeks quashing of tender notice dated 22.09.2015 (Annexure P-4) alleging the same to be contrary to the principle of public auction for grant of mining lease/State largessee as well as being contrary to the provisions of Section 17-A of the Mines and Minerals (Development and Regulation) Act, 1957 (Act' - for short).

Notice of motion was issued on 17.12.2015 for 19.01.2016 and as an interim measure, it was ordered that the bids may be evaluated. However, the work order shall not be given till further orders

Learned counsel for the State has appeared and submitted that the work after evaluation is to be allotted to M/s KIOCL- Rungta Projects Ltd. Ranchi, which is the lowest bidder and in which the Government of India has 51% stakes and M/s KIOCL- Rungta Projects Ltd. Projects, Ranchi has 49% stake. It is submitted that according to the affidavit dated 22.01.2016 of Sh. Rohit Hurria, Dy. General Manager, Haryana State Industrial and Infrastructure Development Corporation Ltd, Panchkula, total control of the mines whether its price, delivery, security or weigh bridge etc. would be of the HSIIDC and the tender is only for the work specified in Chapter 8 of the tender documents. It is submitted that the bid given by M/s KIOCL-Rungta Projects Ltd. was found to be lowest. A true copy of the proceedings of opening of price bid on 18.01.2016 is attached as Annexure R-2/1. Therefore, it is submitted that permission may be granted for allotment of work.

Mr. Rajesh Garg, Senior Advocate with Mr. Sandeep Kumar, who was earlier appearing for the petitioner, and is now on request of the Court is appearing as Amicus Curiae has submitted that in the earlier round of litigation M/s KJSL-Sunder(JV) and others versus State of Haryana, CWP No.2599 of 2014 decided on 04.03.2015 (Annexure P-3), a Division Bench of this Court noticed the contention of the petitioners therein to the effect that the entire purpose of granting the lease in favour of HSIIDC at a negligible price was to enable back door entry to third parties by HSIIDC entering into sub-contracts with them. It was held in paras 55 and 56 of the judgment as follows:-

"55 The petitioners contended that the entire purpose of granting a lease in favour of HSIIDC is to enable the other operators to avail the

benefit of lease by backdoor entry and without being subject to competitive bids from others. The apprehension is that the HSIIDC in turn world sub-contract the operations of the mines in favour of other parties.

56. If that is so, it would indeed be a colourable exercise of powers and the HSIIDC would be subject to the writ jurisdiction of this Court. There is nothing on record as yet to indicate that the HSIIDC has done so. If it does so, the petitioners and other parties concerned are at liberty to challenge the same."

On behalf of the State it is submitted that only the work in Chapter 8 as referred to in the aforesaid affidavit dated 22.01.2016 has been allotted to Ms. KIOCL- Rungta Projects Ltd. and that was allotted after opening the bids and finding the bid of M/s KIOCL- Rungta Projects Ltd. to be the lowest. It is submitted that stay would affect the work of the project for the mining of minerals.

The stay granted by this Court on 17.12.2015 to the effect that the work order shall not be given till further orders is modified and the work order may be allotted to the lowest bidder i.e. M/s KIOCL- Rungta Projects Ltd. which shall, however, be subject to final decision of the writ petition.

List for hearing on 02.08.2016.

**(S.S. SARON)**  
**JUDGE**

**(GURMIT RAM)**  
**JUDGE**

31.05.2016  
rimpal

**CWP No.26240 of 2015 (O&M) (1)**  
**IN THE HIGH COURT OF PUNJAB & HARYANA**  
**AT CHANDIGARH**

**CWP No.26240 of 2015 (O&M)**

**Date of decision:04.10.2017**

Jaswinder Singh Bal

... Petitioner

Vs.

State. of Haryana and another

... Respondents

**CORAM: HON'BLE MR. JUSTICE AJAY KUMAR MITTAL**  
**HON'BLE MR. JUSTICE AMIT RAWAL**

**Present:-** None for the petitioner.  
 Mr. Lokesh Sinhal; Advocate  
 for respondent No.2.

**AJAY KUMAR MITTAL. J. (ORAL)**

1. In this writ petition filed under Article 226 of the Constitution of India, the petitioner has prayed for issuance of a writ in the nature of certiorari for quashing of tender notice dated 22.09.2015 (Annexure P-4) alleging the same to be contrary to the principle of public auction for grant of mining lease/State largessee as well as being, contrary to the provisions of Section 17-A of the Mines and Minerals (Development and Regulation) Act, 1957.
2. Learned counsel for respondent No.2 has pointed out that interim order which was passed by this Court on 17.12.2015 was modified on 31.05.2016, whereby, it was directed that work order may be allotted to the lowest bidder i.e. M/s KIOCL Rungta Projects Limited, which shall, however, be subject to final decision of the writ petition.
3. Learned counsel for respondent No.2 has produced a communication dated 04.10.2017 in Court today which was received from respondent No.2, addressed to him intimating that tender No.4888/2015 was offered to the successful, bidder KIOCL-Rungta Projects Ltd. and the said firm declined to accept the Letter of Award (LOA). Thereafter, remaining bidders had also refused to accept the same. In such circumstances, the said tender No. 4888 of 2015 dated 22.09.2015 could not be worked out and has been cancelled by the Corporation. The aforesaid communication has been taken on record. Office to tag the same at an appropriate place.
4. In view of the above, it was submitted by learned counsel for respondent No.2 that present writ petition has been rendered infructuous and the same may be disposed of as such.

5. Ordered accordingly However, it is clarified that the petitioner is at liberty to move an application for revival of the writ petition in case something survives.

6. This order shall also dispose of all pending civil miscellaneous applications.

**(AJAY KUMAR MITTAL)  
JUDGE**

**(AMIT RAWAL) JUDGE**

**October 04, 2017**

savita

Whether Speaking/Reasoned

Whether Reportable

Yes/No.

Yes/No

**Para No. 5.7 (HSRDC)****Annexure****MINUTES OF MEETING**

**Minutes of meeting held on 09.01.2019 under the Chairmanship of Managing Director, HSRDC, Panchkula regarding "Construction of link road from Rewari Narnaul to Rewari-Jhajjar via Rewari-Dadri including 3 ROB's under NCRPB loan scheme".**

Following were present in the meeting:-

1. Sh. A.K. Goel, ED HSRDC, Panchkula
2. Sh. Rajeev Yadav, SE HSRDC Gurugram
3. Sh. Mohd. Zubair, DGM-II HSRDC Rewari
4. Sh. S. K. Yadav, Asstt Manager, 1-18RDC Rewari
5. Sh. Sambhanga Rarnbabu, Team Leader, LN Malviya Infra Projects Pvt. Ltd (Supervision Consultant)
6. Sh. S.K., Gupta M/s Dhatarwal Shiv Shiva (3V)(Work Executing Agency)

The meeting was held to discuss the pending issues related to the work and the present progress of work E 0 as to ensure that the work is completed within the stipulated time limit

Details of deliberations in the meeting are as under:-

1. The issue regarding finalization of methodology of existing GSB & WMM which were laid by erstwhile agency i.e. M/s Niraj Cement Structures Ltd., Mumbai was discussed as no provision for using/recovery of the same is provided in the agreement.
- 1.1 The agency intimated that they have already submitted their proposal regarding the same vide their letter No 101 dated 08.01.2019 (**Copy annexed**) wherein they have claimed payments for following items.
  - (i) Dismantling of already laid (GSB & WMM Layer.
  - (ii) Sorting and removal of vegetation and grass.
  - (iii) Transportation of the loading and unloading of dismantled material to stock yard with an average lead 1.5 to 2.0 km.
  - (iv) Transportation of dense dismantled material i.e loading and unloading work site with an average lead 1.5 to 2.0 km.

The agency further proposed that dismantled GSB and WMM material will be used in GSB only after re-mixing.

After discussion, it was decided that the GSB and WMM shall be dismantled and used as per existing practice in PWD (1386R) department as under:-

- i) The GSB and WMM shall be separately dismantled and 80% of the verified quantities executed by M/s Neeraj Cement Structures shall



be considered as quantity of respective materials towards recovery of material irrespective of quantity retrieved.

- ii) The recovery rate for GSB and WMM shall be worked out as per practice of PWD B&R Department, and shall also be compared with the available recovery rates of Rewari Circle, if any, pertaining to concerned materials.
  - iii) The agency will be paid labour rate (FISR+CP) for dismantling of GSB and WMM. For dismantled GSB, no payment for loading, transport etc. is admissible as per prevailing practice of PWD (13841R). For WMM loading/unloading & one side transportation upto their plant shall also be paid. However, the agency shall make the material good at their plant for its use as per specifications before using the same. Necessary undertaking be taken from the agency accordingly.
2. The agency requested for shifting of milestone on account of various delays. It was apprised by SE, HSRDC, Gurugram that the request regarding same was received with improper calculation or hindrances and delay etc. Team Leader Malviya Infra. Projects Pvt. Ltd. is supposed to re-submit the case after removing deficiencies. It was assured by the DGM-II, HSRDC, Rewari/SE HSRDC, Gurugram that the proper case for rescheduling of Milestones shall be submitted to ED, HSRDC for its subsequent approval within a week.
  3. The agency raised the issue regarding delay due to Design Consultant in submission of revised design consequent to alterations in GAD from Railways Shri Arun Singhal, Design Engineer of M/s Jindal Consortium was directed through telephone to submit all revised designs/drawings including IOCL Portion design duly proof checked along with concerned estimates upto 18.01.2019
  4. The issue regarding specifications of RE Panel was discussed in details. It was advised that work be done as per DNIT/specification. Any deviation w.r.t. agreement, if any, be got approved from the competent authority before execution with proper justification.
  5. DGM-II HSRDC Rewari raised issue of curing in the ongoing work, Sh. S.K.Gupta, M/s Dhatwarai. Shiv Shiva (J11) and Team Leader, LN Malviya Infra Projects Pvt. Ltd. were directed to ensure proper curing and it was assured by the agency that curing is being done properly, however, they have also submitted afresh proposal for approval of curing compared with the Supervision Consultant and once approved they will start using the curing compared also. The Team Leader INIA.3 advised to ensure that the work is being done as per provision of contract agreement.

The meeting ended with a vote of thanks to the chair.

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**DHATARWAL SHIV SHIVA (JV)**

Ref:-DSS-JV/RE/LNM/2018-19/101

Dated 08/01/2019

To

The Team Leader,  
 LN MALVIYA INFRA PROJECTS PVT. LTD.  
 Plot No. 121/122, A Block, 1st Floor 102,  
 Suncity nearby Abhay Singh Chowk  
 Rewari 123401 (Haryana)

**Project:-** Construction of link road from Rewari-Narnaul to Rewari-Jhajjar via Rewari-Dadri including 03 ROB's under NCRPB Loan Scheme.

**Subject:-** Dismantling and Removal of existing GSB & WMM between Ch-0+000 To 2+300.

**Reference-** Your letter No.TL-LNM-DSS-2018-093.

Respected Sir,

With respect your letter under reference we are submitting our proposal as under:-

1. Dismantling of already laid GSB & WMM Layer @Rs. 52.25 per cum (HSR rate)
2. Sorting and removal of vegetation and grass @Rs 40 per cum i.e. 10labour@400/- Labour for 100 cum.
3. Transportation of the loading and unloading of dismantled material to stock yard with an average lead 1.5 to 2.0 Km @Rs(68.20+26.12)=94.32 per cum (HSR rate).
4. Transportation of dense dismantled material i.e. loading and unloading work site with an average lead 1.5 to 2.0 Km@Rs(68.20 +26.12)=94.32 per cum (HSR rate).

Total expenses to dense dismantled materials comes out to (1+2+3+4)=280.89 per cum.

As requested by you we are offering our consent to recover the cost of material 80% of quantity stands in the books of a/c already paid to previous agency as per practice of the department @ Rs.630 per cum as present day market rate for material.

The net recovery rate comes out to a tune of Rs.401.35 i.e (630-280.89) = 349.11.

You are requested to please resolve /decide this issue as early as possible so that we can utilize our machinery and equipment standing idle since last four month.

Thanking you and assuring of our best services at all the time.

Yours Faithfully

Sd/-  
Authorized Signatory

CC:- (I) SE-HSRDC  
(II) DGM-II, HSRDC, Rewari

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**Regd. Office: Plot No. DSB-17, Sector-Panchayat Pocket, Bhiwani-127021**

**Correspondence Add: 419, Aap Ka Bazar, Gurgaon- 122 001 (HR.)**

**Ph.: 0124-4037959, 9811087846, 9811084231**

**E-mail:- dhatarwalshivshiva@gmail.com**

**Haryana State Roads and Bridges Development Corporation Ltd.**  
(A State Government Undertaking)

Bay No. 13-14, Sector-2, Panchkula (Haryana), Tel No, 01722585265  
No.33S/NGR/2015/ 746-747 /HSRDC Dated: 11.02.2019

To

1. The Superintending Engineer,  
HSRDC, Gurugram
2. The Deputy General Manager-II,  
HSRDC, Rewari

**Subject:- Construction of link road-from Rewari Narnaul to Rawari-Jhajjar via Rewari-Dadri including 3 ROBs under NCRPB loan scheme".**

Pleased find enclosed Minutes of meeting held on 09.01.2019 under the Chairmanship of Managing Director, HSRDC, Panchkula for information and further necessary action.

DA /As Above

Deputy General Manager-IV  
for Managing Director, HSRDC Panchkula  
Panchkula

Ednst. NO.335/NCR/2015/ /HSRDC Dated : .02.2019

A copy alongwith MbM dated 09.01.2019 is forwarded to the following for information and necessary action:-

- |        |   |                                                                                                                                           |
|--------|---|-------------------------------------------------------------------------------------------------------------------------------------------|
| REGD   | 1 | M/s UN Malviya Infra Projects Pvt. Ltd T-10, 3* Floor, City Centre, PresS Complex, Plot No. 1, M.P. Nagar Zona-1, Bhopal (M.P ) 462 0011. |
| REGIS. | 2 | M/s Dhatarwal Shiv Shiva (Joint Venture), Plot No. DSB -17, Sector— Panchayat Pocket, Bhlvi/ani (Haryana).                                |

DA /As Above

Deputy General Manager-IV  
for Managing Director, HSRDC  
Panchkula

GO.

1. PA to MD, HSRDC for Kind information of Mp, HSRDC
2. PA to ED, HSRDC for kind information of ED, HSRDC

**Haryana State Roads & Bridges Development Corporation Ltd.**

(A State Govt. Undertaking.)

PWD Campus, Civil Lines, Near More Chowk, Gurugram

O/o Superintending Engineer  
HSRDC, Gurugram  
No. 1565/HSRDC

E-mail: [sehsrdc@gmail.com](mailto:sehsrdc@gmail.com)  
Tel : 0124-2978703  
Dated : 29.07.2019

To

The Managing Director,  
HSRDC Bays No. 13-14,  
Sector-2, Panchkula.

**Subject : Construction of lind road from Rewari Narnaul to Rewari Jhajjar via Rewari Dadri road including 3 ROB's under NCRPE loan scheme.**

**Regarding recovery of Old minterial).**

**Ref:** In-continuation of this office letter No. 1142/HSRDC dated 03.062019.

The issue regarding recovery of old material for the above cited work submitted to your office vide this office letter under reference and It was also proposed to hold a meeting at the level of MD HSRDC. There-after a meeting was called in the office of MD HSRDC Panchkula on 19.06.2019 to further discuss the issue.

2. The undersigned alongwith DGM-II HSRDC Rewari, Contractor and and the consultaint attended the office of MD HSRDC on dated 19.06.2019. The meeting of M.D HSRDC. However, the issue was discussed by the undersigned in presence of MD, HSRDC, E.D HSRDC and S.E HSRDC Panchkula wherein. It was desired that clear recommendation be given at our end.

3. Accordingly a meeting was held on 26.07.2019 in the office of the undersigned in which the followings were present :-

- |    |                         |                                        |
|----|-------------------------|----------------------------------------|
| 1. | Shri Yogesh Mohan Mehra | Deputy General Manager, HSRDC Rewari   |
| 2. | Shri Sahjay Kumar       | Assistant Manager, HSRDC, Rewari       |
| 3. | Shri Sambhani Rambabu   | Team Leader of Supervision Consultant. |
| 4. | Shri S.K. Gupta         | Contractor's representative            |

The copy of minutes of meeting dated 26.07.2019 is enclosed. The detail of discussion in the meeting are reproduced as under:

- (i) As per the proposal the recovery amount worked out by the Supervision Consultant & agreed by the Contractor was Rs. 41,56,178/, whereas the amount worked out as per analytical rate by DGM-II HSRDC Rewari was Rs 51,30,575/-. The detailed comparison of the same is as under.

Sr. No.		Unit	Quantity	Amount as per DGM-II HSRDC Rewari		Amount as per Contractor Supervision Consultant.	
				Rate	Amount	Rate	Amount
1	Dismantling of road including soling and wearing coat, screening (GSB etc) and stacking of old serviceable material, complete in all respect (HSR24 37)	100 Sqm	34237 2	1394 49	-477434	1394.49	-477434
2	Dismantling of road including soling and wearing coat, screening (WMM etc) and stacking of old. serviceable material, complete in all respect. (HSR2437)	100 Sqm	13545	1394.49	-88884	1394 49	-188884
3	Carriage of material (WMM) from the existing road to the Wet mix plant at site lead more than 7 KM excluding loading, unloading and stacking	Cum	1643 46	129 25	-212417	154 07	-253208
4	Loading and unloading of WMM from the existing road.	Cum	1643 46	26.13	-42944	26 13	-42943.6
5	Recovery <sup>1</sup> of 80% old material scarifying from the site (GSB Loose Quantity)	Cum	5846	798.7	4669200	639	3735594
6	Recovery of 80% old materials Scarifying from the site (WMM Loose	Cum	1643 46	841.55	1383054	841.55	1383054
	<b>Total</b>				<b>5130575</b>		<b>4156178</b>

During meeting held on 09.01.2019 under the Chairmanship of Managing Director HSIIDC Panchkula regarding dismantling re-utilization and recovery of existing GSB and WMM was discussed and action taken on the same is as under :-

Sr. No.	Decision taken	Remarks w.r.t. proposal at para 4 above
(i)	The GSB and WMM shall be separately dismantled and 80% of the verified quantities executed by M/s Niraj Cement structures shall be considered as quantity of respective materials recovery of material irrespective of quantity retrieved.	This has been agreed and there is no difference on this account
(ii)	The recovery rate for GSB and WMM shall be worked out as per practice of PWD B&R Department and shall also be compared with the available recovery rates of Rewari Circle, if any, pertaining to concerned materials.	<p>No recovery rate or WMM is available with PWD B&amp;R Circle Rewari.</p> <p><b>Recovery Rate for GSB</b></p> <p>For GSB the contractor has taken recovery @ Rs. 639/- per cubic meter which has also been proposed by the Supervision Consultant, however, this rate is for recovery of WBM material as being done by Rewari Circle and is not of GSB material</p> <p>DGM-II HSRDC Rewari has proposed recovery rate for GSB @ Rs. 798 70 per analytical rates. The contractor has not agreed for this recovery rate of GSB</p> <p><b>Recovery Rate for WMM</b></p> <p>For WMM, the Contractor, Consultant as well as DGM-II HSRDC Rewari has proposed recovery @ Rs. 841 55 per cubic meter which is as per analytical rates and there is no difference on this account</p>
(iii)	<p>The agency will be paid labour rate (HSR+CP) for dismantling of GSB and WMM</p> <p>For dismantled GSB, no payment for loading transport etc is admissible as per prevailing practice of PWD (B&amp;R).</p>	<p><b>Dismantling of GSB and WMM</b></p> <p>Labour rate (HSR+CP) for dismantling of GSB &amp; WMM has been considered and there is no difference on this account</p> <p><b>Loading/unloading &amp; Transportation of dismantled GSB</b></p> <p>For dismantled GSB no payment for loading unloading has been considered. As far as prevailing practice of PWD is concerned there is no recovery rate available for GSB in PWD (B&amp;R) Circle Rewari, therefore, there is no such prevailing practice. The contractor has</p>

<p>For WMM loading/un-loading &amp; one side transportation up their plant shall also be paid</p> <p>However, the agency shall make the material good at their plant for its use as per specifications before using the same. Necessary undertaking be taken from the agency accordingly.</p>	<p>not agreed for the same pending acceptance of recovery rates of GSB proposed by them.</p> <p><b>Loading/unloading &amp; Transportation of WMM</b></p> <p>For WMM loading/unloading &amp; one side transportation is considered and there is no difference on this account</p> <p>The Contractor has agreed for making WMM material good at their plant for its use as per specifications before using the same at their own cost, however, has not agreed for the same in case of GSB pending acceptance of recovery rates of GSB proposed by them.</p>
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(ii) From para above, it is seen that the difference is only in case of rates for carriage of WMM material and recovery of GSB material.

(iii) These two issues were discussed in details as under:-

**(a) Regarding cartage of material**

Regarding carriage of material from existing road to plant Site, the contractor has claimed for additional 19.2% premium on ceiling premium as per their allotted rates. This additional premium is not considered in case of dismantling items, therefore it was decided that the same will not be considered in transport also. After discussion, the contractor agreed for the same and agreed to rate proposed by DGM-II HSRDC Rewari @ Rs, 129.25 per cubic meter (Annexure-F).

**(b) Regarding recovery of GSB**

Regarding recovery of GSB, the contractor proposed that the recovery rate of Rs. 639/- per cubic meter be applied as has been done in PWD Circle Rewari. It was discussed that as there is no recovery rate of GSB available in PWD B&R Circle Rewari, the recovery @ Rs. 639/- per cum cannot be accepted as the same pertains to WBM material and not of GSB material. Therefore, the recovery has to be done as per analytical rates proposed by DGM-II HSRDC Rewari @ Rs. 798,70 per cubic meter. The Contractor insisted that if recovery has to be done @ Rs. 798,70 per cum i.e analytical rates then he should be paid one side cartage from existing road to his plant site as considered in case of WMM, because he has to transport the GSB material after dismantling to his plant site, for making material good for its use as per specifications. The agency further submitted that the material being very old and has been laid uncovered since last 7-8 years, therefore requires re-mixing as well as addition of appropriate grade material to make it conforming Grade-II GSB, as the existing material is of Grade-1 GSB, and even this has to be done by them at their own cost as decided in the meeting dated 09.01.2019.



The Team Leader of Supervision Consultant submitted that if the dismantled material has to be re-used then the contractor has to do re-mixing and re-grading of GSB material at their plant site because the dismantled material cannot be used as it is and it has to be made good for its use as per present specification of wrk. It was discussed that the contractor has to do loding/unloading and one side transporation from the existing road to plant site, after dismantling the same as considered in case of WMM, to make the material good.

After discussion, it was decided that recovery of GSB material shall be done @ Rs. 798.70 per cubic meter (Annexure-D) and one side carriage of material @ Rs. 129.25 per cum (Annexure-F) and loading/unloading @ Rs. 26.13 (Annexure-H) has to be paid to the Contractor for dismantled GSB also, however, they have to make the material good for use as per specifications at their cost. The contractor agreed for the same.

Accordingly the final recovery amount worked out is as under :-

Sr. No.	Description	Unit	Quantity	Rate	Amount
1	Dismantling of road including soling and wearing coat, screening (GSB etc) and staoMng of old serviceable material, complete in all respect (HSR24.37)	100 Sqm	34237 2	1394.49	-477434
2	Dismantling of road including soling and wearing coat, screening (WMM etc) and stacking of old serviceable material, complete in all respect. (HSR24.37)	100 Sqm	13545	1394.49	-88884
3	Carriage of material (WMM) from the existing road to the Wet mix plant at site lead more than 8 KM excluding loading, unloading and stacking.	Cum	1643.46	129.25	-212417
4	Loading and unloading of WMM from the existing road	Cum	1643.46	26.13	-42944
5	Carriage of material (GSB) from the existing road to the Wet mix plant at site lead more than 8 KM excluding loading, unloading and stacking.	Cum	5846	129 25	-755595

**Haryana State Roads and Bridges Development Corporation Ltd.**  
(A State Government Undertaking)

Bay No, 13-14, Seetor-2, Panchkula (Haryana), Tel. No. 01722585265  
No 336/NCR/2016/ 13918/HSRDC Dated : 28.08 2019

To

The Superintending Engineer F.R NO  
HSRDC, Gurugram

**Subject:- Construction of link road from Rewari - Narnaul to Rewari-Jhajjar via Rewari-Dadri road Including 3 ROBs under NORPB loan scheme. (Regarding recovery of Old material)**

Ref:- Your office memo No, 1565/HSRDC dated 29.07.2019 on the subject noted above

Keeping In view your recommendations, the competent authority has approved your proposal for recovery of Rs 43,32,036/- of dismantled material from the Contractor Subject to financial regularity

DA/Nil

Dy. General Manager-IV,  
For Managing Director, HSRDC  
Panchkula

Ednst No 335/NCR/2015/ /HSRDC Dated: 08.2019

A copy of above is forwarded to the Deputy General Manager-II, HSRDC, Rewari for information and necessary action

DA/Nil

Dy General Manager-IV,  
For Managing Director, HSRDC  
Panchkula

Endst No. 1861

Dated : 29.08 2019

**HARYANA STATE ROADS & BRIDGES DEVELOPMENT  
CORPORATION LIMITED**

1<sup>st</sup> Floor, Circle office PWD B&R, Rewari  
Email ID [dgm2rewari@gmail.com](mailto:dgm2rewari@gmail.com)  
Ph 01274-256660

To

The Team Leader,  
LN Malviya Infra Projects Pvt Ltd.,  
Suncity, Rewari.

No. 1269

Dated 3/9/19

**Subject : Construction of link road from Rewari - Narunul road to Rewari – Jhajjar via Rewari - Dadri road including 3 ROB's under NCRPB loan scheme (Proposed Bypass) (Regarding recovery of old material).**

In continuation of minutes of meeting, dated 26 07 2019 with the worthy Superintending Engineer, Gurugram and subsequent proposal submitted by you the competent authority has approved the recovery of old dismantled material amounting to Rs 4332036/- photocopy enclosed for your ready reference)

This is for your kind information and necessary action please

DA/ As above

Deputy General Manager-II,  
HSRDC, Rewari

Endst No 1270

Dated : 3/8/19

Copy of the above is forwarded to the Superintending Engineer, HSRDC, Gurugram information please. This is w.r.t your endst No. 1861 dated 29 08.2019.

DA/ Nil

Deputy General Manager-II,  
HSRDC, Rewari

Endst No 1271

Dated 3/8/19

Copy of the above is forwarded to the M/s Dhatarwail Shiv Shiva (J V) for information necessary action

DA/ As above

Deputy General Manager-II,  
HSRDC, Rewari





**HARYANA STATE ROADS & BRIDGES DEVELOPMENT  
CORPORATION LIMITED**

1<sup>st</sup> Floor, Circle office PWD B&R, Rewari  
Email ID [dgm2rewari@gmail.com](mailto:dgm2rewari@gmail.com)  
Ph. 01274-256660

To

The Superintending Engineer,  
HSRDC, Gurugram

No. 704

Dated : 17/05/2019

**Subject : Construction of link road from Rewari - Narunul to Rewari - Jhajjar via Rewari - Dadri including 3 ROBs under NCRPB loan scheme.**

Ref : Your letter endst. No. 781 dated 16.04.2019.

The point wise reply of Head Office letter vide your letter endst. No. under reference is as under.-

- i. The present contractual agency of the project i.e. M/s Dhatarwal Shiv Shiva (JV) is agreed for recovery of the old dismantled material to Rs. 4156178/- (photocopy enclosed for your ready reference).
- ii. In this regard it is submitted that the item wise expenditure incurred by HSRDC on the work cited as subject through the previous contractual agency i.e. M/s Niraj Cement Structures Ltd. is as per the following table:-

Details of Payment Item-wise					
Sr. No.	Description of Item	Unit	Quantity	Rate	Amount
1	Cleaning and Grubbing road land including uprooting rank vegetation, grass bushes shrubs sapling and trees girth: up to 300 mm removal of stumps of trees cut earlier and disposal of unserviceable materials to be used or auctioned upto a lead of 1000 m inch as per BOQ Item No 1	Ha	6 2572	25000	156430
2	Dismantling including disposal of unserviceable material & stacking the serviceable material complete to any lead & lift (NS Item) as per BOQ Item No. 3	Cum	16.94	150	2541

3	Excavation for roadworks in soil including cutting and loading in tippers, trimming bottom and side slopes, in accordance with requirement of lines, grades and cross reactions, and transporting to the embankment location within all lifts and lead up to 100 as per BOQ Item No. 4	Cum	6312 665	75	473450
4	Earthwork in excavation in all types of soil in drain, wingwalls and foundation of structure etc as per drawing and technical specifications including setting out construction of shoring and bracing removal of stumps and other deleterious matters design as per BOQ Item No 5	Cum	82.364	75	6177
5	Construction of embankment with approved material obtained from borrow pits with nil lift and leads, transporting to site spreading grading to required slope and compacting to meet requirement of Table 300-2 (Clause 3 16-305) as per BOQ Item No 6	Cum	46612 124	200	9322425
6	Construction of subgrade and earthen shoulders with approved material obtained from borrow pits with nil lift and leads transporting to site, spreading grading to required slope and compacted to meet requirement of table 300-2 (Clause 3 18-305) s per BOQ Item No 9	Cum	27467 282	200	5493456
7	Construction of granular sub base (GSB Grade 1) by providing coarse graded material spreading in uniform layers with motor grader on prepared surface, mixing by mix in, place method with rofavator at OMC and compacting! with vibratory roller to achieve as per BOQ Item-No, 11	Cum	6022 654	900	5720389
8	Providing, taying spreading and compacting graded stone aggregates to Wet Mix Macadam specification including premixing the material with water at OMC in mechanical mix plant carnage of mixed material by tipper to site, laying in uniform layers with pav as per BOQ Item No 14	Cum	1693.125	1080	18285751
9	Plato cement concrete in open foundation complete as per drawing and technical specification M15 grade clause 12.8-15 00, 1700 & 2200 as per BOQ'Item No 31	Cum	8 640	3400	29376

10	Plain- Cement concrete in sub structure complete as per drawing and technical specifications M20 grade Clause 13 5-1500, 1700 & 2200 as per BOQ Item No. 34	Cum	40.454	4200	169907
	<b>Total</b>				<b>22902726</b>

From the above table the Items at Sr. No. 7 & 8 involves scarrification/ dismantling in the execution of present scope of work. HSRDC has incurred expenditure in these two items of Rs. 7248964/- which is paid to the previous contractual agency i.e. M/s Niraj Cement Structures Ltd.

This is for your kind information and necessary action please.

DA/ As above

Deputy General Manager-II  
HSRDC, Rewari



**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 <sup>th</sup>	23 HPGCL	1
		52 <sup>nd</sup>	8,10 HVPNL	2
		53 <sup>rd</sup>	1 HPGCL 42 UHBVNL	1 1
		57 <sup>th</sup>	6 UHBVNL/ DHBVNL	1
		58 <sup>th</sup>	1 DHBVNL	1
		60 <sup>th</sup>	2, DHBVNL	1
		61 <sup>th</sup>	1, 2 & 4 UHBVNL & DHBVNL	3
		62 <sup>nd</sup>	5 HPGCL 13-14 HVPNL	1 2
		63 <sup>rd</sup>	1-7 UHBVNL & DHBVNL	7
		64 <sup>th</sup>	3-7, 12 & 13 UHBVNL & DHBVNL 1 DHBVNL	7 1
		65 <sup>th</sup>	1-3 HPGCL 3 UHBVNL 5 UHBVNL & DHBVNL	3 1 1
		66 <sup>th</sup>	5 HVPNL 6 & 7 UHBVNL 8 DHBVNL	1 2 1
		67 <sup>th</sup>	4-5 UHBVNL 12, 13 & 14 HPGCL 15 UHBVNL & DHBVNL 16 DHBVNL	2 3 1 1
	<b>TOTAL</b>			<b>45</b>

2.	Haryana State Industrial and Infrastructure Development Corporation	57 <sup>th</sup>	4	1
		58 <sup>th</sup>	4	1
		60 <sup>th</sup>	8	1
		62 <sup>nd</sup>	6-10	5
		65 <sup>th</sup>	6	1
		67 <sup>th</sup>	9, 10, 11	3
	<b>TOTAL</b>			<b>11</b>
3.	Haryana Financial Corporation	49 <sup>th</sup>	2,3,4,5,6	5
		50 <sup>th</sup>	4,23	2
		52 <sup>nd</sup>	18	1
		56 <sup>th</sup>	5,6	2
		57 <sup>th</sup>	9,10	2
		67 <sup>th</sup>	7	1
	<b>TOTAL</b>			<b>13</b>
4	Haryana Agro Industries Corporation Ltd.	16 <sup>th</sup>	6 29	1
		23 <sup>rd</sup>	14-16	3
		38 <sup>th</sup>	8	1
		48 <sup>th</sup>	27-33	7
		52 <sup>nd</sup>	17,20,21	3
		53 <sup>rd</sup>	29-36	8
		56 <sup>th</sup>	2	1
		57 <sup>th</sup>	7	1
		58 <sup>th</sup>	6,7	2
		59 <sup>th</sup>	8-16	9
		62 <sup>nd</sup>	11	1

		64 <sup>th</sup>	15	1
		65 <sup>th</sup>	7	1
	Haryana Agro Industries Corporation Limited and Haryana Warehousing Corporation Limited	66 <sup>th</sup> 67 <sup>th</sup>	1-4 1, 2, 3	4 3
	Haryana Agro Industries Corporation Limited.	67 <sup>th</sup>	8 & 9	2
	<b>TOTAL</b>			<b>46</b>
5	Haryana Land Reclamation & Development Corporation Ltd	53 <sup>rd</sup>	39	1
	<b>TOTAL</b>			<b>1</b>
6	Haryana Warehousing Corporation	49 <sup>th</sup>	13	1
		50 <sup>th</sup>	16,18	2
		52 <sup>nd</sup>	19	1
		53 <sup>rd</sup>	28, 47	2
		55 <sup>th</sup>	8,9,10,11,13	5
		60 <sup>th</sup>	7	1
		63 <sup>rd</sup>	8-14	7
	<b>TOTAL</b>			<b>19</b>
7.	Haryana Seeds Development Corporation Ltd	49 <sup>th</sup>	9	1
		53 <sup>rd</sup>	3,4	2
		64 <sup>th</sup>	8	1
	<b>TOTAL</b>			<b>4</b>
8.	Haryana Tourism Corporation Limited	59 <sup>th</sup>	5	1
		62 <sup>nd</sup>	3 & 4	2
	<b>TOTAL</b>			<b>3</b>

9	Haryana Forest Development Corporation Limited	58 <sup>th</sup>	3	1
		66 <sup>th</sup>	9	1
	<b>TOTAL</b>			<b>2</b>
10.	Haryana SC Finance & Development Corporation Limited	60 <sup>th</sup>	6	1
		63 <sup>rd</sup>	1	1
	<b>TOTAL</b>			<b>2</b>
11	Haryana Roads & Bridges Development Corporation Limited	55 <sup>th</sup>	14	1
		57 <sup>th</sup>	8	1
		60 <sup>th</sup>	4	1
		61 <sup>st</sup>	5,7-12	7
		62 <sup>nd</sup>	15-16	2
		64 <sup>th</sup>	14	1
	<b>TOTAL</b>			<b>13</b>
12	Haryana Police Housing Corporation Limited	60 <sup>th</sup>	5	1
			<b>TOTAL</b>	<b>1</b>
13	Haryana Women Development Corporation Limited	64 <sup>th</sup>	16	1
	<b>TOTAL</b>			<b>1</b>
14	Haryana Backward Classes and Economically Weaker Section Kalyan Nigam Limited	64 <sup>th</sup>	18-23	6
	<b>TOTAL</b>			<b>1</b>
15.	Haryana State Electronics Development Limited	67 <sup>th</sup>	9	1
	<b>TOTAL</b>			<b>1</b>

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 <sup>nd</sup>	27	1
		51 <sup>st</sup>	5,6	2
	TOTAL			3
2.	Haryana State Small Industries Export Corporation	19 <sup>th</sup>	11 (General)	1
		43 <sup>rd</sup>	3,4,7	3
		51 <sup>st</sup>	8	1
	TOTAL			5
3	Haryana Mineral Limited	41 <sup>st</sup>	18	1
		45 <sup>th</sup>	1-14 (General)	14
		48 <sup>th</sup>	23,24,41	3
	TOTAL			18
Outstanding recommendation in respect of General working companies				
1	Haryana Urban Development Authority	47 <sup>th</sup>	7-20	14
		67 <sup>th</sup>	1	1
	TOTAL			15

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