

**COMMITTEE**  
**ON**  
**GOVERNMENT ASSURANCES**  
**(1968-69)**

**FOURTH REPORT**  
**(FOURTH LOK SABHA)**

**[Presented on the 11th March, 1969]**



**LOK SABHA SECRETARIAT**  
**NEW DELHI**

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## COMMITTEE ON GOVERNMENT ASSURANCES

### COMPOSITION OF THE COMMITTEE (1968-69)

Shri Atal Bihari Vajpayee—*Chairman.*

#### MEMBERS

2. Shri Maharaj Singh Bharati
3. Shri Abdul Ghani Dar
4. Shri Narendra Ramchandrajji Deoghare
5. Shri Samar Guha
6. Kumari Kamla Kumari
7. Hazi Lutfal Haque
8. Shrimati Mohinder Kaur
9. Shri C. Muthusami
10. Shri Paokai Haokip
11. Shri S. R. Rane
12. Shri A. S. Saigal
13. Maulana Ishaq Sambhali
14. Shrimati Savitri Shyam
15. Shri Ramchandra Ulaka.

#### SECRETARIAT

Shri M. C. Chawla—*Deputy Secretary.*

## REPORT

### *I. Introduction*

1. The Chairman of the Committee on Government Assurances, having been authorised by the Committee to present the Report on their behalf, hereby present this Fourth Report of the Committee.

2. The Committee was nominated by the Speaker with effect from the 1st May, 1968.

### *II. Sittings of the Committee*

3. After the presentation of the Third Report (Fourth Lok Sabha) on the 7th August, 1968, the Committee held eight sittings on the 4th and 5th October and 19th December, 1968, 16th and 17th January and 12th and 17th February, 1969. At these sittings, the Committee examined the nature and the extent of implementation of a number of assurances, considered the requests from Government for the dropping of 8 assurances and also examined the reasons advanced by Government in 7 cases for not treating the replies given by Ministers as assurances. The Committee also considered representations received from the President, Bela Road Refugee Ice Factories Association, 20, Upper Bela Road, Delhi-6, seeking relief as admissible to the displaced persons from West Pakistan, who had settled in the capital prior to the 15th August, 1950 in accordance with the assurances given in the Lok Sabha on the 29th September, 1951 by the then Minister of Works, Production and Supply, the late N. V. Gadgil, during the course of the discussion on the Delhi Premises (Requisition and Eviction) Amendment Bill, 1950 (since known as the "Gadgil Assurances"). In this connection, the Committee examined the representatives of the above Association and also those of the Ministries of Health, Family Planning & Urban Development and Works, Housing & Supply, Delhi Development Authority and the Delhi Administration at the sittings held on the 4th and 5th October, 1968 and again on the 17th January, 1969 and also made an on-the-spot study visit to the sites of the Bela Road Ice factories on the 16th January, 1969.

4. The conclusions arrived at by the Committee on the above matters are contained in the Minutes of the sittings of the Committee which are appended to this Report and form part of it.

### *III. Outstanding Assurances pertaining to the Third and Fourth Lok Sabha (First to Sixth Sessions).*

5. At the sitting held on the 17th February, 1969, the Committee perused the table (Appendix I) indicating the number of assurances outstanding after the scrutiny of various statements showing action taken in implementation of the assurances as laid on the Table of the Lok Sabha by the Deputy Minister of Transport and Shipping on behalf of the Minister of State for Department of Parliamentary Affairs and Communications on the 20th December, 1968. The Committee directed that

**Government should be asked to take vigorous steps to liquidate the remaining 11 assurances pertaining to the Third Lok Sabha and 1810 outstanding assurances relating to First to Sixth Sessions of Fourth Lok Sabha without further delay.**

**IV. Representation from the President, Bela Road Refugee Ice Factories Association, 20, Upper Bela Road, Delhi-6 seeking relief under the "Gadgil Assurances".**

6. A representation dated the 22nd August, 1968 (Appendix II) addressed to the Chairman, Committee on Government Assurances was received from the President, Bela Road Refugee Ice Factories Association, Delhi-6 stating that the owners of the Bela Road Ice factories were Refugee Industrialists from West Pakistan who were allotted land under the Upper Bela Road Scheme of the Delhi Improvement Trust as a result of applications invited by the Delhi Notified Area Committee in 1947 for putting up Ice factories there after the necessary sanction was accorded by the Chief Commissioner, Delhi. According to the representation, the land was leased out for 9 years with option to the owners (or lessees) to renew the lease for another 9 years and then lease was to be made perpetual. The lease for the land in question was renewed in 1957. It was further represented that the owners of the Ice factories were being harassed and threatened with an action by the Delhi Development Authority and the Delhi Administration to remove their factories from their present site. Though the owners of the Ice factories had since obtained a 'Stay Order' from the court against the contemplated move of the Delhi Development Authority and the Delhi Administration for their eviction from the present site, any action of the authorities concerned to demolish the Ice factories and to remove them from the present site would amount to violation of the "Gadgil Assurances" and thus they had sought relief under the said assurances.

7. A copy of the above representation was forwarded each to the Ministries of Works, Housing & Supply (Department of Works and Housing) and Health, Family Planning & Urban Development (Department of Health and Urban Development) for their comments.

8. In their reply *vide* D.O. letter No. L-15(13)/67-Vol. IV, dated the 23rd September, 1968 (Appendix III), the Ministry of Works, Housing & Supply (Department of Works & Housing) stated that they were only concerned with the point relating to the level of ground rent chargeable by the Land and Development Officer and the other questions raised in the representation were primarily the concern of the Ministry of Health, Family Planning and Urban Development.

9. While furnishing their comments, the Ministry of Health, Family Planning and Urban Development (Department of Health and Urban Development) in their Office Memorandum No. 25011(6)/68-UD, dated the 28th September, 1968 (Appendix IV), stated that the Bela Road Refugee Ice Factories Association represented the following Ice factories:—

- (i) M/s Crystal Ice Factory, Private Ltd.
- (ii) M/s Kumar Ice Factory, Private Ltd.
- (iii) M/s Friends Ice Factory, Private Ltd.

(iv) M/s Jamuna Ice Factory, Private Ltd.

(v) M/s Mahavir Ice Mills.

They further stated that the period of lease of the first four Ice factories had already expired and that in accordance with Clause I(viii) of the 'Lease Deed', the lessees were required to surrender possession of the land at the end of the term of the lease. As regards the fifth Ice factory, the lease subsisted but the 'Lease Deed' originally executed provided for resumption of the land for a public purpose or administrative purposes and that action was being taken accordingly.

10. Regarding their claim to seek relief under the "Gadgil Assurances", the Ministry of Health, Family Planning and Urban Development stated that according to the Ministry of Works, Housing and Supply the assurances only covered residential cases of displaced persons and that even otherwise the assurances stipulated that unauthorised pre-15th May, 1950 persons should not be evicted unless certain conditions such as sector-wise plan, alternative accommodation on developed land etc. were fulfilled. That Ministry further submitted that in this case, the area where the Ice factories were situated, was marked 'Green' in the Master Plan and that the Master Plan was finalised after allowing three months for objections which were scrutinised by an *ad hoc* Board. Thus, they contended that the Ice factories had ample opportunity to object and get justice. They further observed that the assurances, in any case, had been really observed as suitable land at fixed rate was offered to the owners in the Lawrence Road Industrial Area. They also pointed out that the Ice factories other than the Mahavir Ice Mills, were not paying any ground rent for some time because the rent was enhanced by Government in accordance with the provisions of the original 'Lease Deed' which permitted increase upto 25% at the time of the renewal of the lease.

They further stated that the proprietors of the Ice factories had also launched legal proceedings against the Administration but those cases had since been dismissed by the court.

11. As the material placed before the Committee in this case was not sufficient enough to lead them to any conclusion, the Committee decided to take evidence of the representatives of the Association and also of the Ministries of Health, Family Planning & Urban Development and Works, Housing & Supply, Delhi Development Authority and the Delhi Administration with a view to apprising themselves of the correct position. The Committee took evidence of the representatives of the above Association and those of the Ministries of Health, Family Planning & Urban Development, Works, Housing & Supply and the Delhi Administration at their Twenty-fifth and Twenty-sixth Sittings held on the 4th and 5th October, 1968, respectively and again at their Thirtieth Sitting held on the 17th January, 1969. The Committee also visited the sites of the Bela Road Ice factories on the 16th January, 1969 for an on-the-spot study with a view to acquainting themselves with various aspects of the location of the sites.

12. During the evidence, the Committee pointed out to the representatives of the Association that the "Gadgil Assurances" covered those cases only where squatters had unauthorisedly occupied Government land prior to the 15th August, 1950, whereas the land under their possession was an authorised one in terms of the 'Lease Deed' executed by them and

as such their cases did not strictly come within the purview of the "Gadgil Assurances". In reply, the spokesman of the Association stated that they had applied for permission to occupy the land after making necessary payment and that they took possession of the land before the 'Lease Deed' was signed. According to him, the owners of the Ice factories had occupied the land in 1948, got the licences for running the Ice factories in 1949 and had signed the 'Lease Deed' for the sites in 1951. He further maintained that theirs was a case of unauthorised occupation of land for which they did receive notices from the Municipal authorities. It was, however, pointed out to the representatives of the Association that according to the letter dated the 10th January, 1948, addressed to them by the Secretary, Notified Area Committee, Delhi, the possession of the site for Ice factories was to be handed over and lease executed therefor only on receipt of the sanction of the Chief Commissioner, Delhi.

On the question whether the "Gadgil Assurances" also covered commercial establishments which had constructed residential quarters for their staff on the allotted land, the representative of the Ministry of Works, Housing and Supply, in his evidence, stated that the spirit of the assurances was kept in view by Government and that in the present case the question of residential quarters did not arise as in the first place the commercial establishments themselves ought not to have been there. Explaining further, the representative of the Delhi Administration stated that even apart from the "Gadgil Assurances", Government had formulated a scheme to see that anybody, who had been subsisting in a place before the operation of the Master Plan and who was now required to shift in consequence of the provisions of the Master Plan, was given all possible assistance in going and rehabilitating himself at the new site. In this case, the land could be given to the parties at cost price and there was no need for them to go to auction to buy the land.

In his subsequent evidence before the Committee, the representative of the Delhi Administration stated that the owners of the Bela Road Ice factories did not come under the "Gadgil Assurances" because they were given land on the basis of the 'Lease Deed' signed by them and after the expiry of the lease period they became unauthorised occupants. They might have some legal rights but they were not squatters to begin with and were, thus, not entitled to claim any relief under the "Gadgil Assurances". He further maintained that in spite of the fact that these Ice factories were not covered by the "Gadgil Assurances" yet the Administration was virtually implementing those assurances in their case by offering them alternative sites of their choice at the cost price of the land as against the market price.

13. The spokesman of the Association, in his evidence, then drew the analogy of 37 commercial establishments in the Jhandewalan area which were considered by the Delhi Development Authority as definitely covered under the "Gadgil Assurances" and were accommodated in 1954 in Motia Khan *vide* para 13 of the Third Report of the Committee on Government Assurances (Fourth Lok Sabha) presented to the House on the 7th August, 1968. The representative of the Delhi Administration, in his evidence before the Committee on the 17th January, 1969, stated that those persons were squatters who had unauthorisedly occupied the land in Jhandewalan area and were, therefore, covered under those assurances.

The Committee, however, asked the representatives of the Association to cite any case where the "Lease Deed" was executed by any person and later on his case was dealt with by the present Committee or their predecessors for getting him necessary relief under the "Gadgil Assurances". The representatives, however, could not cite any such case.

14. As to the offer of alternative sites to the Ice factories, the spokesman of the Association admitted that during their meeting with officials an offer was made to them some time back for alternative sites in two or three areas, namely, Lawrence Road Industrial Area, Narayana Village Industrial Scheme and Okhla Industrial Estate but nothing in writing was conveyed to them.

In his evidence before the Committee, the representative of the Delhi Administration stated that the offer of allotment of a suitable piece of land in the Lawrence Road Industrial Area, subject to certain terms and conditions, was made to the Bela Road Ice factories in writing *vide* their letter No. F. 50 (1) 67-L & B, dated the 19th July, 1968 (Appendix V). He also stated that in their discussions with the owners it was suggested to them that they could go from their existing sites to any other place permissible under the law and that Government would also allow them certain concessions by way of giving land at cost price, for making payments in instalments etc. He further stated that on the request made by the owners of Ice factories, the time was extended for their shifting from the existing sites on the plea that it, being a summer season, was their business season and they would be in a position to shift to the new sites in winter. The extension of time, so granted, had also expired on the 15th September, 1968.

15. When the Committee asked the representatives of the Association to state their difficulties in shifting to the new sites being offered by Government, the spokesman stated that the machinery installed by them in the factories, if dismantled as a result of shifting from the present sites would become unserviceable and it would result in total loss to them.

On the question of payment of compensation to the owners of the Ice factories for the machinery installed by them, the representative of the Delhi Administration stated that under the 'Lease Deed' there were certain rights and liabilities both for the Government and the party concerned. In case of any dispute in respect of these rights and liabilities, the matter could be referred to an Arbitrator. He further stated that under the said 'Lease Deed' there was a provision for payment of compensation only for the land and structures appended to it. There was no clause in the 'Deed' for the payment of compensation for the machinery installed in the factories. He also maintained that if the Administration were to pay compensation for the land, structures thereon and also for the machinery installed in the factories, there was no reason as to why the alternative land, being offered by the Administration at the cost price of Rs. 22/- per sq. yd., should not be given to the owners of Ice factories at the present market price which ranged between Rs. 100/- and Rs. 200/- per sq. yd. on the Ring Road. According to the witness, though the legal opinion obtained by Government was not in favour of the owners of Ice factories yet the Administration was willing to settle



their claim by an independent Arbitrator and if the owners of these factories so liked, the Judicial Secretary of the Delhi Administration or District Judge or even the Lt. Governor could adjudicate on the question of payment of compensation to them.

During the course of his subsequent evidence before the Committee, the representative of the Delhi Administration, while clarifying the position further, stated that if the owners of the Bela Road Ice factories asserted their legal rights and went to the court for determining their right to compensation, then the present decision of the Administration to offer them alternatives sites at the cost price would automatically stand rescinded as the parties could not have their say both ways. In that event, the Administration would carry out the orders as passed by the court.

16. When the attention of the representatives of Government was drawn to the contention of the Association that the lease was originally signed for nine years to be renewed for another nine years and that afterwards the Government bound itself to grant them a perpetual lease, the Committee were informed that under the terms of the 'Lease Deed', the lease could be terminated, after giving due notice to the party concerned, if (i) the land was required for a public purpose or administrative purposes *vide* Clause 1 (ix) of the 'Lease Deed' or (ii) in the event of default in payment of ground rent or any penalty under Clause II of the 'Additional Covenants' of the 'Lease Deed' read with Clause III thereof.

While accepting the above position as correct, the spokesman of the Association maintained that the public good did not mean that they should be uprooted from the present sites.

The Committee were further informed that the leases of (i) Kumar Ice Factory, (ii) Crystal Ice Factory, (iii) Friends Ice Factory and (iv) Jamuna Ice Factory stood terminated on account of default in payment of ground rent and their failure to furnish the undertaking to shift the factories on or before the expiry of the extended time which, at their own request, was granted by the Administration. In the case of the Mahabir Ice Mills, whose 'Lease Deed' still subsisted, the Committee were told that the Administration, had already served a notice on that factory informing it that the site of that factory would be required for a public purpose.

17. The spokesman of the Bela Road Refugee Ice Factories Association stated during the evidence that on a site near to theirs a new building was coming up whereas they were proposed to be evicted from their present sites. In their written note submitted to the Committee, the Ministry of Health, Family Planning and Urban Development have stated as follows:—

"It is understood from the Delhi Administration that no new construction was taking place, except by the Delhi Development Authority itself or by the temple authorities on the north of the Budha Vihar. The Delhi Development Authority is re-constructing the Nigambodh Ghat wall and also making provision for parking space. The temple authorities

are building a temple in accordance with the plan sanctioned by the Municipal Corporation of Delhi. The Delhi Development Authority gave 'no-objection' vide its resolution No. 381, dated 24-10-1962."

18. In their evidence before the Committee, the representatives of the Association maintained that they were the only Ice factories which were being asked to shift from that area. The Ministry of Health, Family Planning and Urban Development had subsequently furnished a statement showing the position of private structures other than temples/religious places, still existing within the area of the Jamuna River Front Development Scheme Phase I (Appendix VI). From the statement it was evident that only three structures other than the five Ice factories in question remained to be demolished and that their demolition had been stayed by the High Court/Supreme Court. It was also clear from the statement that apart from 3,500 jhuggies and a large number of petty commercial structures, 15 big factories/commercial establishments, which fell in the area of development scheme, had already been cleared and provided with alternative sites under the scheme of 'Large-scale Acquisition, Development and Disposal of lands in Delhi'.

19. The spokesman of the Association, in the course of his evidence, informed the Committee that as they apprehended that they might be shifted from their existing sites, they had moved a junior court and obtained a 'Stay Order' and that the matter was later dropped when the Delhi Development Authority noted in the court file that they had no intention of illegally demolishing the structures. When asked by the Committee, whether they still apprehended that they would be shifted, the spokesman replied that they did so, for nothing had been conveyed to them in writing. However, from the document furnished by the Association regarding the Delhi Development Authority's note in the court file, it was evident that the Delhi Development Authority had only stated that no action as alleged, had been taken and that action would be taken against non-conforming use, if, and when, an occasion arose. Further, from the perusal of the copy of the judgement announced on the 30th May, 1968 in the suit No. 80/67 of the Crystal Ice factory Vs. D.D.A. and others, it transpired that the suit was dismissed on the ground that the plaintiff had no cause of action to institute the suit.

20. The spokesman of the Association stated in the evidence that they had filed their objections against the land-use of Bela Road provided in the Draft Master Plan for Delhi within the prescribed period for such objections and that their objections were summarily rejected. The representatives of Government admitted that the Association did file objections to the Master Plan on the 27th September, 1960 and that the Screening Board, consisting of two Members of Parliament, the Municipal Commissioner, one Municipal Councillor, one engineer member and some co-opted members, after examining the objections, recommended that the Ice factories at Bela Road must be removed as the river bank was not a suitable place for them. It was further stated that the Delhi Development Authority had decided that the land along Bela Road should be developed for recreational purposes according to the general lay-out of the Master Plan.

21. When asked whether they would be prepared to release some land for the purposes of widening the Ring Road for traffic safety and for

putting up a garden there and would be willing to construct the 'Ghats' along the river bank, the spokesman of the Association stated that they were prepared to put up the garden and maintain it. They would also construct the 'Ghats' at their own cost. They were also prepared to release 10 to 15 feet land for widening the Ring Road provided that they were not shifted from the present sites and that necessary compensation at the present market rates was paid to them for the land so released by them. In reply to a further question, the spokesman of the Association stated that the present market price of the land in Bela Road area ranged from Rs. 200/- to Rs. 300/- per Sq. Yd. whereas they were to pay to Government Rs. 15/- per Sq. Yd. as premium for the land.

While giving the reaction of the Administration to the said offer of the Association, the representative of the Delhi Administration stated that according to the present estimates three-fourths of the factories' area would be covered for the purpose of widening the Ring Road and thereafter 100 feet (in actual measurement it could be between 150 and 200 feet) space in length might be left over. According to the representative of the Delhi Administration, the remaining area would not accommodate these Ice factories which under the Factories' Act and the Bye-laws had to provide for a back line. He maintained that it was fundamentally against all principles of planning that a small pocket area should be permitted to remain in the development scheme. He further contended that administratively also it would be a wrong decision to allow these Ice factories after clearing 90 per cent to 95 per cent of the area by removing both commercial factories and jhuggies from there. In case these five Ice factories were permitted to remain there, it would amount to discrimination and cause heart-burning amongst the affected people. He also stated that similar situation was bound to arise in other areas when they were taken up for development and any exception, if made in the case of these five Ice factories, would create administrative problems in those areas.

22. When asked by the Committee whether the Administration had received any proposal for developing the river bank along which multi-storied buildings should be put upon the lines of those in Marine Drive area of Bombay, the witness replied that no such proposal in definite terms was received by them. However, while fixing the land-use for the Bela Road area, money consideration, public interest and all other considerations were gone into by the competent authority and ultimately it was decided to keep the area as 'Green' and all constructions/buildings were to be put up on the other side of the Ring Road, on the side of the Inter-State Bus stop.

23. When the Committee pointed out to the representatives of the Delhi Administration that the Delhi Development Authority had, on many occasions in the past, made changes in the land-use already prescribed in the Master Plan in respect of various areas of Delhi, [e.g. New Multan Nagar on Rohtak Road; Premises No. 2, Maulana Azad Road, New Delhi; Hari Nagar Ashram (Mathura Road); Loni Road; Ashoka Road, New Delhi; Land at the junction of Lodhi Road & Kitchlew Marg; G. T. Road, Shahdara; Uttam Nagar Colony, Najafgarh Road; Land on the Rohtak Road measuring about 100 acres bounded by Railway line on the North, outer Ring Road on the East Rohtak Road on the South and extending

on the West along Rohtak Road; and Mehrauli Road], he stated that under the Delhi Development Act there was a provision to change the land-use after following a certain procedure. In some of the cases, referred to by the Committee, the land-use had not been changed although representations were made—either the matter was pending or it had not been changed. In some of the cases the land-use had been changed after the Delhi Development Authority was convinced about the change of use and that it was beneficial. In the case of New Multan Nagar there was a factual error in the plan. The decision was something whereas in the colouring it was not made clear. In the case of Hari Nagar also it was more or less the same. They were still representing that it should be changed. No decision had yet been taken. After the Delhi Development Authority took a decision, the Central Government had to approve the change. Wherever there were minor modifications, the Delhi Development Authority had certainly a right to modify subject to the procedure laid down under the Act. In the case of Bela Road Ice Factories, the Delhi Development Authority had come to the conclusion that it should not be changed whatever the representation because that would be against the principles of planning.

When the representative of the Delhi Administration appeared before the Committee for the second time on the 17th January, 1969, his attention was drawn to the reply given by Government to Unstarred Question No. 1880 (Appendix VII) on the 25th November, 1968 in the Lok Sabha and he was asked to state whether there was any variation in the position stated by him before the Committee in regard to the changes made in the land-uses of the aforesaid areas. He undertook to submit a detailed note after going through the above reply. The Committee, however, regret to observe that in spite of being reminded in the matter, the representative of the Delhi Administration, for the reasons best known to him, did not submit the promised information to the Committee up till the finalisation of their Report.

24. The representative of the Delhi Administration had also further promised to furnish facts to the Committee, after checking the old records of the Improvement Trust of the Civil Lines Area, as to whether the owners of the Bela Road Ice Factories were served with any notices for putting up constructions on the sites before the 'Lease Deed' agreement was signed by them. The Committee are constrained to note that in spite of being reminded in the matter, the Delhi Administration had failed to submit the requisite facts to the Committee on this point also. The reply sent subsequently by the Ministry of Health, Family Planning and Urban Development (Department of Health and Urban Development), with whom the matter was also taken up, after being reminded in the matter, merely stated that "Copies of the notices served on the Bela Road Ice factories in connection with the unauthorised constructions put up by them before the lease deeds were signed are not available in the Ministry. The Delhi Administration is being requested to supply the same".

The Committee deplore the lackadaisical manner in which the matter had been tossed about all these days between the Delhi Administration and the Ministry of Health, Family Planning & Urban Development and no serious effort made to grapple the issue. In the face of this, the Committee consider that there is hardly any point in their putting off consideration of this matter any longer. They would, therefore, content

themselves with the sifting and consideration of the facts already gathered by them.

25. After taking into consideration the material placed before the Committee and the evidence tendered before them and the totality of circumstances, the Committee were of the view that the owners of the Bela Road Ice factories, unlike the displaced persons/squatters who had unauthorisedly occupied the public land prior to the 15th August, 1950, were authorised occupants. The applications of the owners of these Ice factories for the allotment of land at Bela Road were accepted by the authorities on the consideration that they were displaced persons who had lost their belongings in West Pakistan. The owners of the Ice factories had also executed a 'Lease Deed' for the land allotted to them and the said 'Lease Deed' provided *inter alia* that the lease could be terminated, after giving due notice to the party, if the land was required for a public purpose or administrative purposes [Clause 1(ix) of the 'Lease Deed'] or in the event of default in payment of ground rent or any penalty under Clause II of the 'Additional Covenants' of the 'Lease Deed', read with Clause III thereof. The Committee found that under the 'Master Plan' the entire area of the Bela Road had been declared as 'Green Belt' and in implementing the 'Master Plan' for the Bela Road 90 per cent to 95 per cent of the area had since been cleared by removing both commercial factories and several hundreds of jhuggies from that area. The Committee also noted that if these Ice factories were also made to shift from the existing sites, the entire equipment and the machinery installed by them might become unserviceable and the owners would suffer huge loss as a result thereof. The Committee were told by the owners of the Ice factories that they were prepared to part with a portion of the area of their Ice factories for widening the Ring Road and were also willing to construct the 'Ghats' and beautify the surroundings of these factories at their own cost provided that they were permitted to remain at the existing sites. The Committee trust that the Delhi Development Authority would accept that offer and accommodate these factories in their over-all development scheme for the Bela Road area. The Committee, however, feel that if these factories were eventually removed from the existing sites their owners, who had suffered once at the time of the partition of the country, would be made to suffer again. These people would in that case need all-out assistance, besides being provided with the alternative sites at the cost price, to enable them to rehabilitate themselves once again.

#### V. Conclusion

26. In the ultimate analysis of the case, it is apparent to the Committee that the question of shifting of the Bela Road Ice factories from the existing site involves a human problem and that it should not be approached purely from a legal angle. In case these Ice factories are removed from their existing site, the Committee would strongly urge the Government to give all possible assistance to their owners, besides offering them alternative sites at cost price at near-by places to enable them to rehabilitate themselves at the new sites.

NEW DELHI;

February 17, 1969.

Magha 28, 1890 (Saka).

ATAL BIHARI VAJPAYEE,

Chairman,

Committee on Government Assurances.

## MINUTES

### I—Twenty-fifth Sitting

The Committee met on Friday, the 4th October, 1968 from 14.00 to 15.40 hours.

#### PRESENT

Shri Atal Bihari Vajpayee—*Chairman*

#### MEMBERS

2. Shri Maharaj Singh Bharati
3. Shri Abdul Ghani Dar
4. Shri Narendra Ramchandrajji Deoghare
5. Shri Samar Guha
6. Kumari Kamla Kumari
7. Hazi Lutfal Haque
8. Shri Paokai Haokip
9. Shri S. R. Rane
10. Shri A. S. Saigal
11. Maulana Ishaq Sambhali
12. Shrimati Savitri Shyam
13. Shri Ramachandra Ulaka.

#### SECRETARIAT

Shri M. C. Chawla—*Deputy Secretary.*

#### WITNESSES

1. Shri Ved Sayal, President, Bela Road Refugee Ice Factories Association 20, Upper Bela Road, Delhi-6.
2. Shri Ishwer Lall, Vice-President.
3. Shri Prithvi Raj, Secretary.
4. Shri Lochan Singh, Member.
5. Shri O. P. Anand, Member.

2. At the outset, the Committee passed the following resolution condoling the death of Shri S. V. Krishnamoorthy Rao, former Deputy Speaker of Lok Sabha:—

“This Committee place on record their deep sense of sorrow over the passing away of Shri S. V. Krishnamoorthy Rao, former Deputy Speaker, Lok Sabha at New Delhi to-day morning.”

The Committee send their heartfelt sympathies to the bereaved family.”

The Members, thereafter, stood in silence for one minute as a mark of respect to his memory.

3. The Committee then took up for consideration the representation of the Bela Road Refugee Ice Factories Association dated the 22nd August, 1968 and the comments of the Ministries of Works, Housing and Supply and Health, Family Planning and Urban Development thereon. It was decided that the Committee should call for the following docu-

ments from the witnesses representing the Association appearing before them on that day:—

1. Copies of the lease-deeds under which land was allotted to the owners of the Ice Factories.
2. Copy of the Judgement of the Court in a suit filed by the owners of the Ice Factories against the Administration.

*(The Witnesses were called in)*

4. At the outset, the Chairman made it clear to the witnesses that their evidence would be treated as public and was likely to be published, unless they specifically desired that all or any part of the evidence given by them was to be treated as confidential. It was, however, explained to the witnesses that even though they might desire the evidence to be treated as confidential, such evidence was liable to be made available to the Members of Parliament.

5. Then the Chairman asked the witnesses to place before the Committee any further points or material in addition to what had already been stated in their memorandum dated the 22nd August, 1968 already submitted to the Committee. Thereupon, the spokesman of the Association [Thereafter all the witnesses were administered oath or affirmation] submitted a further memorandum for consideration of the Committee.

6. The Committee enquired from the witnesses whether Government had offered an alternative site in the Lawrence Road Industrial Area and, if so, whether they were prepared to accept it. The spokesman of the Association replied that Government had made offers of alternative sites in two or three areas of which Lawrence Road was one. The other areas offered were Narayana Village Industrial Scheme and Okhla Industrial Estate. The offers were made only orally in a meeting with the officials. To further questions, the spokesman explained that the offer was made about three months ago. When pointed out that the Gadgil Assurances provided for an alternative site and that the Ice factories could do the business even a few miles away from the city, the witnesses submitted that shifting would entail nearly a loss of 80 per cent of their investment. They also stated that they were the only Ice factories which were being asked to shift. It was also added that in a site near to theirs a new building was coming up. The witnesses invited the Committee to make a visit to the spot.

7. In reply to a question the spokesman of the Association stated that, as a precautionary measure, they moved the 'junior court as they apprehended that they might be shifted from their existing sites and obtained a stay order. Later on, the matter was, however, dropped when the Department noted in the court file that they had no intention of illegally demolishing the structures. The Chairman further asked whether they still apprehended that they might be shifted. The spokesman then replied that they did so for nothing had been conveyed to them in writing regarding their position.

8. When asked to explain how their land, being commercial, would come under the "Gadgil Assurances" the spokesman said that as far as they were aware "Gadgil Assurances" referred to 'structures' and they did not read it as saying 'residential'.

9. The spokesman of the Association also confirmed that they had filed objections within due date of the publication of the Master Plan for Delhi and that their objections were summarily rejected. He promised to furnish copies of their objections.

10. The spokesman of the Association also submitted to the Committee a sketch plan showing buildings on Bela Road including the five Ice factories and the location of other buildings.

11. Regarding the payment of ground rent, the spokesman explained that the factories had played their part completely and had paid all ground rent. It was only in 1962 that the control of that area was shifted from the Notified Area Committee to the Land and Development Officer of the Ministry of Works, Housing and Supply who taking a different view of the matter, offered them temporary leases from year to year, which they refused to accept on the ground that their leases were perpetual. That position continued till 1966. Also, the rent that they had asked for the last three years was at an enhanced rate which the factory owners felt unreasonable and unjustified and so, refused to pay. The spokesman added that that controversy went on till the lease period expired round about March, 1966. When asked to state the present position, it was submitted that they were not paying the rent as it was not accepted by the authorities. The spokesman also promised to furnish for the perusal of the Committee a few cheques for rent which were returned by Government.

12. In reply to another question it was stated that the Ice factories were established by the refugees from West Pakistan and that they were all private concerns. The number of employees in each factory was nearly 30 to 40 during the peak season and most of them were local people. It was also stated that the factories were now running at profit after initial losses upto 1961 or 1962.

13. It was, however, contended that they were settled under a definite scheme and that they were being asked to move away from the area, merely because the Master Plan showed the area as green belt.

14. It was admitted by the witnesses that under the terms of the lease deed they were to vacate the area if it was required for a public purpose.

*[The witnesses then withdrew]*

15. The Committee then adjourned to meet again on Saturday, the 5th October, 1968 at 09.30 hours to take evidence on the same subject of the representatives of the Ministries of Works, Housing and Supply and Health, Family Planning and Urban Development and Delhi Development Authority and Delhi Administration.



## II. Twenty-sixth Sitting

The Committee met on Saturday, the 5th October, 1968 from 09.30 to 12.00 hours.

### PRESENT

Shri Atal Bihari Vajpayee—*Chairman*

### MEMBERS

2. Shri Maharaj Singh Bharati
3. Shri Abdul Ghani Dar
4. Shri Narendra Ramchandraj Deoghare
5. Kumari Kamla Kumari
6. Shri Hazi Lutfal Haque
7. Shri Paokai Haokip
8. Shri S. R. Rane
9. Shri A. S. Saigal
10. Maulana Ishaq Sambhali
11. Shrimati Savitri Shyam
12. Shri Ramchandra Ulaka.

### SECRETARIAT

Shri M. C. Chawla—*Deputy Secretary.*

### WITNESSES

**Ministry of Health, Family Planning and Urban Development (Deptt. of Health and Urban Development).**

1. Shri M. G. Pimputkar—*Additional Secretary.*
2. Shri S. N. Varma—*Deputy Secretary.*

**Ministry of Works, Housing and Supply**

**(Department of Works and Housing)**

1. Shri P. Prabhakar Rao—*Joint Secretary.*
2. Shri Prakash Narain—*Land and Development Officer.*

### Delhi Administration

1. Shri Jagmohan—*Secretary (L & B).*
2. The Committee examined the Government representatives in the light of the points raised in the representation of the Bela Road Refugee Ice Factories Association.
3. To a question enquiring the actual position regarding the filing of objections to the Master Plan of Delhi by the Bela Road Refugees Ice Factories Association, the Committee were informed that the Association did file objections to the Master Plan on the 27th September, 1960 and that the Screening Board, consisting of two members of Parliament, the Municipal Commissioner, one Municipal Councillor, one engineer member and some co-opted members, after examination of the objections, recommended that the ice factories at Bela Road must be

removed as the river bank was not a suitable place for them. It was also stated that the Delhi Development Authority had decided that the land along Bela Road must be developed for recreational purposes according to the general lay out of the plan.

4. When asked whether any firm offer of alternative site was made to the owners of the ice factories, it was stated that there were discussions between the owners and the Administration on this issue and the Lawrence Road Area was offered to them. Meanwhile, the factory owners had also sought an extension of time for a period of six months and their request was acceded to on the condition that they would shift from their existing sites.

5. In reply to another question, it was stated that it was made clear to the Ice factories that they could go from their existing sites to any other place permissible under the law and that Government would allot land there according to their choice. The Government also allowed them certain concessions by way of payment of instalments etc.

6. Regarding the payment of compensation when the factory owners shifted from their existing sites it was stated that though the legal opinion obtained by Government was not in favour of the owners of the factories, yet the Administration was willing to settle their claim by an independent arbitrator. It was further made clear that, if the owners of the Ice factories so liked, the Judicial Secretary of the Delhi Administration or District Judge or the Lt. Governor could adjudicate for the payment of compensation.

7. When the attention of the witnesses was drawn to the contention of the Association that the lease, when signed, was for nine years to be renewed for another nine years and that afterwards the Government bound itself to grant a perpetual lease, the Committee were informed that according to the legal opinion obtained by the Government, the owners of the Ice factories had no such right as there was a clause which stipulated that the Government could take the land back when it was required for a public purpose. However, the Government did not want to enter into legal arguments and as such had asked the factory owners that if they had any such right against the Government, they could claim compensation which could be determined by a judicial/quasi-judicial authority.

8. When asked whether the "Gadgil Assurances" could not cover commercial establishments which had also constructed residential quarters for their staff on the allotted land, it was stated that the spirit of the Assurances was kept in view by the Government and that in the present case the question of residential quarters did not arise, as in the first place the commercial establishments themselves ought not to have been there. When the attention of the witnesses was drawn to the case of factory owners in Motia Khan area where the Government considered that they were covered by the "Gadgil Assurances," the Committee were informed that that case had a certain background. Elaborating the position further, it was stated that even apart from the "Gadgil Assurances," Government had formulated a scheme to see that anybody, who had been subsisting in a place before the operation of the Master Plan and who was now required to shift in consequence of the provisions of the Master Plan,

was given all possible assistance in going and rehabilitating himself at the new site. According to the representative, the land could be given at cost price and there was no need for the parties to go to auction to buy the land.

9. In reply to a question whether the Delhi Development Authority was prepared to re-consider their plan and try to accommodate these Ice Factories which did not otherwise occupy very big areas in the proposed green belt, the Committee were informed that that aspect had been gone into in great detail and that these factories had to be removed not only from the point of view of the development of the green belt, but also for widening the Ring Road for traffic safety.

10. When it was pointed out to the witnesses that the Ice Factory owners had alleged that the Delhi Administration were harassing, humiliating and threatening them, the Committee were informed that it was quite wrong and had no basis.

11. When asked further whether the alternative site offered was good enough from the point of view of business of the Ice factories, it was stated that the area where they were to go was according to the Master Plan standard, with facilities of water supply and parking and for expansion of the factories, and that there was a great demand for that land which was right on the Ring Road where in fact many factories were already in existence. It was also denied that the shifting of the Ice factories would adversely affect their competition with other such factories.

12. In reply to a question, the Committee were also informed that no new private building was coming up near the Ice factories. The building now under construction was a temple, the construction of which was sanctioned sometime past in accordance with the provisions of the Master Plan.

13. The Committee asked the representative of the Ministry of Health to furnish written information on the points arising out of the evidence given by them and earlier by the representatives of the Bela Road Refugee Ice Factories Association.

*The Committee then adjourned.*

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### III. Twenty-seventh Sitting

The Committee met on Thursday, the 19th December, 1968 from 16.10 to 16.40 hours.

#### PRESENT

Shri Atal Bihari Vajpayee—*Chairman*.

#### MEMBERS

2. Kumari Kamla Kumari
3. Shri C. Muthusami
4. Shri Paokai Haokip
5. Shri S. R. Rane
6. Shri A. S. Saigal
7. Maulana Ishaq Sambhali
3. Shrimati Savitri Sham.

#### SECRETARIAT

Shri M. C. Chawla—*Deputy Secretary*.

2. The Committee took up consideration of their draft Fourth Report. After some discussion, the Committee postponed further consideration of the Report to their next sitting.

3. The Committee decided to meet again on Thursday and Friday, the 16th and 17th January, 1969, respectively, at 11.00 hours daily to consider and adopt their draft Fourth Report and also to dispose of pending Memoranda. The Committee also decided that, if necessary, they would visit the site of the Bela Road Ice Factories for an on-the-spot study of the various aspects involved in this case at 16.00 hours on the 16th January, 1969.

*The Committee then adjourned.*

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#### IV. Twenty-eighth Sitting

The Committee met on Thursday, the 16th January, 1969 from 11.00 to 12.00 hours.

#### PRESENT

Shri Atal Bihari Vajpayee—*Chairman.*

#### MEMBERS

2. Shri Maharaj Singh Bharati
3. Shri Abdul Ghani Dar
4. Shri N. R. Deoghare
5. Kumari Kamla Kumari
6. Shri S. R. Rane
7. Shri A. S. Saigal
8. Maulana Ishaq Sambhali
9. Shrimati Savitri Shyam.

#### SECRETARIAT

Shri M. C. Chawla—*Deputy Secretary.*

2. The Committee took up consideration of Memoranda Nos. 11–26.

#### MEMORANDUM NO. 11

*Scrutiny of statements showing action taken in implementation of the assurances as laid on the Table by the Minister of Parliamentary Affairs on the 29th July, 1968.*

3. The Committee considered the following four items (Annexure) which were included in the eight statements showing action taken in implementation of the assurances as laid on the Table on the 29th July, 1968 by the Minister of Parliamentary Affairs and observed as follows:

- (i) Assurance given in reply to Unstarred Question No. 7165 on the 15th April, 1968 regarding Income Tax evasion by certain companies, implemented *vide* item No. 87 of Supplementary Statement No. III for the Fourth Session, 1968.

The Committee decided to keep the assurance pending and directed that the Ministry might be asked to furnish the desired information after the final outcome of the investigation into the complaint of tax evasion by the Bombay Gas Co. Ltd.

- (ii) Assurance given in reply to Unstarred Question No. 7083 on the 15th April, 1968 regarding short supply of paper, implemented *vide* item No. 98 of Supplementary Statement No. VI for the Fourth Session, 1968.

The Committee decided to keep the assurance pending and desired that the Ministry might be asked to furnish the requisite information regarding the number of officials involved in the complaint of short delivery of paper and other items to the Printing and Stationery Office in Calcutta detected during the last five years and the action taken against them, after the investigation of the Central Bureau of Investigation in the matter was over.

- (iii) Assurance given in reply to Unstarred Question No. 4816 on the 6th July, 1967 regarding expenditure on air-conditioning in Government Offices, implemented *vide* item No. 35 of Supplementary Statement No. XIV for the Second Session, 1967.

The Committee directed that the assurance in question might be kept pending until the Ministry laid a further statement on the Table showing the names of the firms to whom contracts were given for the air-conditioning in Government Offices, as specifically sought to be elicited in the question.

- (iv) Assurance given in reply to Starred Question No. 306 on the 8th August, 1966 regarding Papers recovered from Rev. Michael Scott, implemented *vide* item No. 1 of Supplementary Statement No. XV for the Fifteenth Session, 1966.

The Committee noted that in pursuance of their observations made at the sitting held on the 20th September, 1967 [*Vide* para 5 (v) of Minutes (CGA-4LS), 20-9-1967], while examining the statement laid in implementation of the assurances arising out of the reply given to Starred Question No. 306 on the 8th August, 1966—Item No. 1 of Supplementary Statement No. IX, Fifteenth Session, 1966, Government had placed in the Parliament Library only the remaining two documents *viz.*, 'File containing correspondence' and 'Reports on Nagaland'. The positives of 20 photographs, which were also required to be placed in the Parliament Library, had not so far been placed. The Committee directed that the Ministry might be asked to place the positives of the said 29 photographs in the Parliament Library before the assurance in question was considered to have been fully implemented.

#### MEMORANDUM NO. 12

*Clarificatory Question during the Half-an-Hour Discussion on the 20th November, 1967—Treatment of reply as an assurance.*

4. The Committee considered the reasons advanced by Government for not treating the reply by the Minister of Labour, Employment and Rehabilitation to a clarificatory question by Shri Beni Shanker Sharma during the course of Half-an-Hour Discussion held on the 20th November, 1967 on remaining operations in Jharia that "we shall carefully examine it and if there is any mistake on the part of any officials I shall punish them" as an assurance and observed that they had already considered an earlier detailed note from Government on the subject. The Committee reiterated that the reply given by the Minister did constitute an assurance and directed that the Department of Parliamentary Affairs might be asked to forward a statement of assurance in this case without further delay.

## MEMORANDUM NO. 13

*Starred Question No. 9 answered on the 13th February, 1968 regarding misuse of Import Licences by M/s. Sarabhai Merck of Baroda—Treatment of reply as an assurance.*

5. The Committee were not convinced with the reasons advanced by Government for not treating the reply of the Deputy Minister of Commerce to parts (c) and (d) of Starred Question No. 9 by Shri George Fernandes on the 13th February, 1968 as an assurance and decided to treat the reply as an assurance. The Committee desired that the Department of Parliamentary Affairs might be asked to forward the necessary statement of assurance in the matter.

## MEMORANDUM NO. 14

*Unstarred Question No. 1048 answered on the 19th February, 1968 regarding Barrels for Indian Oil Corporation—Treatment of reply as an assurance.*

6. The Committee considered the reasons advanced by Government for not treating the reply given by the Minister of State in the Ministry of Petroleum and Chemicals and of Social Welfare to part (b) of Unstarred Question No. 1048 by Shri Samar Guhar on the 19th February, 1968 regarding Barrels for Indian Oil Corporation as an assurance and decided to treat the reply as an assurance and desired that the Department of Parliamentary Affairs might be asked to forward a statement of assurance for the same at an early date.

## MEMORANDUM NO. 15

*Unstarred Question No. 4139 answered on the 18th March, 1968 in the Lok Sabha regarding Gorakhpur Fertilizer Factory—Treatment of reply as an assurance.*

7. The Committee were not convinced with the reasons advanced by Government for not treating the reply given by the Minister of State in the Ministry of Petroleum and Chemicals and of Social Welfare to part (b) of Unstarred Question No. 4139 by Shri Maharaj Singh Bharati on the 18th March, 1968 regarding Gorakhpur Fertilizer Factory as an assurance. The Committee observed that the reply of the Minister did constitute an assurance and the Department of Parliamentary Affairs might be asked to forward a statement of assurance therefor.

## MEMORANDUM NO. 16

*Unstarred Question No. 6123 answered on the 2nd April, 1968 regarding Theft of Dynamos in Diesel Locomotive Workshop, Varanasi—Treatment of reply as an assurance.*

8. The Committee considered the reasons advanced by Government for not treating the reply given by the Minister of Railways to part (c) of Unstarred Question No. 6123 by Shri Molahu Prasad on the 2nd April, 1968 regarding theft of Dynamos in Diesel Locomotive Workshop, Varanasi as an assurance and observed that the reply did constitute an assurance and the Ministry asked to implement it at an early date.

## MEMORANDUM NO. 17

*Unstarred Question No. 6589 answered on the 5th April, 1968 regarding Calcutta University—Treatment of reply as an assurance*

9. The Committee considered the reasons advanced by Government for not treating the reply given by the Minister of Education to Unstarred Question No. 6589 by Shri A. K. Kisku on the 5th April, 1968 regarding Calcutta University as an assurance and decided not to treat the reply as an assurance.

## MEMORANDUM NO. 18

*Supplementary Question on Starred Question No. 1620 answered on the 3rd May, 1968—Treatment of reply as an assurance.*

10. The Committee considered the reasons advanced by Government for not treating the reply given by the Minister of Home Affairs to a supplementary question by Shri H. N. Mukerjee on Starred Question No. 1620 on the 3rd May, 1968 regarding the expenses of the U. S. Embassy in India as an assurance. They observed that the Minister's reply that he would certainly take into account the Member's suggestion, should be treated as an assurance and the Ministry asked to implement it.

## MEMORANDUM NO. 19

*Dropping of assurance given in reply to a Supplementary Question on Starred Question Nos. 181, 182, 183, 185, 186, 187 and 188 on the 31st May, 1967 regarding strike by Delhi Police.*

11. The Committee considered the note from the Department of Parliamentary Affairs in pursuance of the observations made by the Committee at their sitting held on the 20th September, 1967, namely, that the reply of the Minister of State in the Ministry of Home Affairs to a supplementary question by Shri Nath Pai on Starred Question Nos. 181, 182, 183, 185, 186, 187 and 188 on the 31st May, 1967 regarding strike by Delhi Police should be treated as an assurance [*vide* Min. (CGA-4 LS) 20th September, 1967, para 7] and decided to drop the assurance in view of the fact that all the arrested Delhi Police personnel had since been released from the jail.

## MEMORANDUM NO. 20

*Dropping of an assurance given in reply to Starred Question No. 376 on the 30th November, 1967 regarding Chit Fund Schemes.*

12. The Committee considered the request of Government for dropping the assurance given by the Minister of State in the Ministry of Finance to a Starred Question No. 376 by Shri Ram Kishan Gupta regarding Chit Fund Schemes on the 30th November, 1967 and were not convinced with the reasons advanced by Government for non-implementation of the assurance within reasonable time and decided that the assurance should be kept pending and its implementation by Government watched.



**MEMORANDUM NO. 21**

*Dropping of assurance given in reply to a Supplementary Question on Starred Question No. 820 dated the 21st December, 1967 regarding Delhi Hospitals*

13. The Committee considered a note submitted by Government requesting that the assurance given by the Deputy Minister of Health, Family Planning and Urban Development to supplementary questions by Shri M. L. Sondhi on Starred Question No. 820 on the 21st December, 1967 regarding Delhi Hospitals should be dropped. The Committee noted that in spite of repeated references made by Government to the Member for further details of the case, the requisite clarification was not given to them for fulfilling the assurance in question. The Committee decided to drop the assurance.

**MEMORANDUM NO. 22**

*Dropping of an assurance given in reply to Unstarred Question No. 4926 on the 22nd March, 1968 regarding Tourist Homes.*

14. The Committee considered the request from Government for dropping the assurance given by the Minister of Tourism and Civil Aviation to Unstarred Question No. 4926 on the 22nd March, 1968 regarding Tourist Homes and decided to drop the assurance in view of the position stated by them.

**MEMORANDUM NO. 23**

*Dropping of an assurance given in reply to a clarificatory question during the course of discussion on Demands for Grants in respect of Ministry of Petroleum and Chemicals on the 22nd April, 1968*

15. The Committee then took up consideration of the note submitted by Government requesting that the assurance given in reply to a clarificatory question by Shri S. K. Tapuriah during the course of discussion on Demands for Grants by the Minister of Petroleum and Chemicals on the 22nd April, 1968 regarding ONGC's operation in Iran should be dropped and decided that the assurance should be kept pending and the Ministry asked to implement it.

**MEMORANDUM NO. 24**

*Dropping of an assurance given in reply to a clarificatory question during the course of discussion on Demands for Grants in respect of Ministry of Petroleum and Chemicals on the 22nd April, 1968*

16. The Committee considered the request from Government for dropping the assurance given by the Minister of Petroleum and Chemicals during the course of discussion on Demands for Grants on the 22nd April, 1968 to a clarificatory question by Shri Kanwar Lal Gupta regarding American Company's offer for collaboration in drilling operation to locate oils in India and decided to drop the assurance.

**MEMORANDUM NO. 25**

*Dropping of an assurance given in reply to Unstarred Question No. 9634 on the 6th May, 1968 regarding Delhi Master Plan*

17. The Committee considered the request from Government for dropping the assurance in question and were not convinced with the

reasons advanced therefor. They decided that the assurance should be kept pending and they must be informed of the outcome of the examination regarding the dissatisfaction expressed about the Delhi Master Plan in the All-Party Meeting held in Delhi on the 7th April, 1968.

**MEMORANDUM NO. 26**

*Dropping of an assurance given in reply to Unstarred Question No. 10321 on the 10th May, 1968 regarding Political Pensions.*

18. The Committee, in the end, took up consideration of the request from Government for dropping the assurance in question. They were not convinced that the collection of the information in fulfilment of the above assurance would require considerable amount of research, labour and time. They directed that the assurance should be kept pending and the Ministry asked to implement it.

19. The Committee then adjourned to meet again in the afternoon at 15.15 hours to take up consideration of a further representation received from the Vice-President, Bela Road Refugee Ice Factories Association, Delhi-6.

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## ANNEXURE

(vide para 3 of Minutes dated the 16th January, 1969)

*Supplementary Statement No. III showing action taken on assurances given during the Fourth Session, 1968 of the Fourth Lok Sabha as laid on 29-7-1968*

Serial No.	Date and Reference	Subject	Promise made	When and how fulfilled
<b>(MINISTRY OF FINANCE)</b>				
<i>Income Tax Evasion by certain Companies</i>				
87.	U.S.Q. No. 7165, dated 15-4-68 by Shri JugalMondal.	(a) whether Government's attention has been drawn towards the evasion of large amount of Income-tax and other Taxes by (i) Asiatic Oxygen and Acetylene Co. Ltd. (ii) Bombay Gas Co. Ltd. (iii) Asiatic Oxygen Ltd. and	(a) and (b).—The information is being collected and will be laid on the Table of the House.	(a) In the case of Bombay Gas Co. an anonymous complaint of tax evasion has been received. There are no complaints nor has any tax evasion come to notice so far in other two cases.
				(b) The complaint in the case of Bombay Gas Co. Ltd. is being investigated. Unless the investigations are complete, it is not possible to say whether there is any tax evasion, and if so, the extent thereof.

*Supplementary Statement No. VI showing action taken on assurances given during the Fourth Session, 1968 of the Fourth Lok Sabha as laid on 29-7-1968.*

Serial No.	Date and Reference	Subject	Promise made	When and how fulfilled
<b>(MINISTRY OF WORKS, HOUSING &amp; SUPPLY)</b> Date of fulfilment : 4-6-1968.				
<i>Short Supply of Paper</i>				
98.	USQ. No. 7083, dated 15-4-68 by Shri Jyotirmoy Basu.	(a) the number of complaints of short delivery of paper and other items to Printing and Stationery Office in Calcutta detached during the last five years;	(a) to (c).— The information is being collected and will be laid on the Table of the House as soon as possible.	(a) In all 108 complaints of short delivery of paper and other items to Printing and Stationery Office, Calcutta have been detected during the last 5 years, viz., during 1963-64 to 1967-68. Year-wise break up of the above figure is given in the attached statement. In all cases, claims have been preferred against the transport firms/contractors.
		(b) the number of officials involved in the matter; and		(b) and (c). The complaints are still under investigation of the Central Bureau of Investigation. The number of officials involved is not yet known.
				(c) the steps taken against them.

(Statement referred to in part (a) of the implementation report relating to U.S.Q. No. 7083, dated 15-4-1968)

Statement showing Number of complaints of short delivery of Paper and other Items to Printing and Stationery Office in Calcutta detected during 1963-64 to 1967-68

Year	Temple St. Calcutta	K.S. Roy Rd. Calcutta	Santraga-chi Howrah	Station-ery Office	Total
1	2	3	4	5	6
1963-64	..	..	..	..	..
1964-65				6	6
1965-66	} 10	9	2	33	85
1966-67				31	
1967-68	1		1	15	17
TOTAL	11	9	3	85	108

**Supplementary Statement No. XIV showing action taken on assurances during the Second Session, 1967 of the Fourth Lok Sabha as laid on 29-7-1968**

Serial No.	Date and Reference	Subject	Promise made	When and how fulfilled
1	2	3	4	5
<b>(MINISTRY OF WORKS, HOUSING &amp; SUPPLY)</b> <i>Expenditure on Air-Conditioning in Government Offices</i>				
35:	U.S.Q. No. 4816, dated 6-7-67 by Shri Maharaj Singh Bharati and others.	(a) what is the total expenditure incurred on air-conditioning in the various offices of Government during 1966-67;	(a) to (c).—The information is being collected and will be placed on the Table of the Lok Sabha as soon as possible.	(a) Rs. 69,03,252.37.
		(b) the total expenditure incurred on air-conditioning the rooms of the Gazetted Officers during		(b) The figure shown in (a) above represents the expenditure incurred on the installation and

the same period; and

(c) the names of the firms to whom contracts were given for this work or whether the work was executed by the C.P.W.D.

maintenance of Central Cooling Plants, air-conditioners, desert coolers and room coolers in the Govt. of India offices. Room coolers are provided in the office rooms in multi-storied buildings where both Gazetted and non-Gazetted officers are accommodated. Similarly, Central Cooling plants also provide colling facilities at the same time both to Gazetted and non-Gazetted officers.

It is, therefore, not possible to give expenditure figures in respect of Gazetted Officers separately.

(c) the work has been executed either by the C.P.W.D. or generally by firms on the rate contract of D.G.S.& D.

*Supplementary Statement No. XV showing action taken on assurances given during the Fifteenth Session, 1966 of the Third Lok Sabha as laid on 29-7-1968*

Serial No.	Date and Reference	Subject	Promise made	When and how fulfilled
(MINISTRY OF EXTERNAL AFFAIRS)				
<i>Rev. Michael Scott</i>				
1.	SQ. No. 306, dated 8-8-1966 Supplementary by Shri Tyagi and Shri Daji and observations by the Speaker.	Papers recovered from Rev. Michael Scott.	Promised to place in the library 44 letters recovered from Rev. Michael Scott.	The remaining two documents viz., "File containing correspondence" and "Reports on Nagaland" have also been placed in the Library and the index number assigned to them is 954·211 R. K 6
In all 42 documents have been placed in the Library.				
<i>Remarks :—</i>				
This is in continuation of S. No. 1 of Supplementary Statement No. IX showing action taken on assurances given during the Fifteenth Session, 1966 of the Third Lok Sabha, laid on the Table of the House on 11-8-1967.				



## V. Twenty-ninth Sitting

The Committee met on Thursday, the 16th January, 1969 from 15:15 to 17:10 hours.

### PRESENT

Shri Atal Bihari Vajpayee—*Chairman*

### MEMBERS

2. Shri Abdul Ghani Dar
3. Shri Narendra Ramchandraj Deoghare
4. Kumari Kamla Kumari
5. Shri A. S. Saigal
6. Maulana Ishaq Sambhali
7. Shrimati Savitri Shyam

### SECRETARIAT

Shri M. C. Chawla—*Deputy Secretary*

2. The Committee took up consideration of a further representation dated the 14th January, 1969 from the Vice-President, Bela Road Refugee Ice Factories Association, Delhi-6 addressed to the Committee, regarding the scope and coverage of "Gadgil Assurances" in respect of the Bela Road Refugee Ice Factories. The Committee examined the various implications involved in the case. After some discussion, the Committee decided to visit the sites of the Bela Road Ice factories for an on-the-spot study with a view to acquainting themselves with the various aspects of the location of these sites.

3. The Committee then proceeded to the sites of the Bela Road Refugee Ice Factories alongwith the representatives of the Ministry of Health, Family Planning and Urban Development (Department of Health and Urban Development).

4. At the site, the representatives of the Bela Road Refugee Ice Factories Association met the members of the Committee and took them to the various Ice Factories. They also explained to the members the huge loss which they might incur as a result of dismantling the machinery installed in their factories in case they were evicted from the present sites.

5. The representative of the Delhi Administration, who was also present at the site, explained to the members, with the help of a sketch-map, the broad features of the Jamuna River Front Development Scheme. He pointed out that under the above Scheme, the Delhi Development Authority would require nearly 300 feet length of space from the existing Ring Road for the purpose of widening the above road for traffic safety in view of the Inter-State Bus Stop situated nearby and also for providing a Service Road for the River Front which had been earmarked as 'Green Belt' in the Master Plan. As a result of the proposed widening of the Ring

Road and need for providing space for Service Road, a part of the area of these Ice Factories would be covered. Since these Factories, after the required space, would fall in the 'Green Belt', they would have to be shifted from their present site. He further informed the members that the Administration had already removed nearly 57 factories and several hundreds of Jhuggies from that area and it would, therefore, be difficult for the Administration to make an exception in the case of these five Ice Factories.

6. The members were also taken to the 'Walk-Road' on the River Front where the representative of the Delhi Administration explained in detail the plan to beautify the area covered under the Scheme. When it was pointed out that there were several 'Ghats' along the River bank which might cause obstruction to their development Scheme, the representative stated that they proposed to re-model the existing 'Ghats' either with the help of the owners of the 'Ghats' or out of their own 'Ghat Development Fund' with a view to re-model and develop these 'Ghats' so as to fit them in their development Scheme.

7. After the visit, the Committee decided to re-call the representatives of the Bela Road Refugee Ice Factories Association at 11.00 hours and that of the Delhi Administration at 11.30 hours on the 17th January, 1969 in order to elucidate further the implications involved in the eviction of the Bela Road Ice Factories from their present site.

The Committee then adjourned to meet again on Friday, the 17th January, 1969 at 09.30 hours.

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## VI. Thirtieth Sitting

The Committee met on Friday, the 17th January, 1969 from 09.30 to 12.15 hours.

### PRESENT

Shri Atal Bihari Vajpayee—*Chairman*

### MEMBERS

2. Shri Maharaj Singh Bharati
3. Shri Abdul Ghani Dar
4. Shri Narendra Ramchandraji Deoghare
5. Kumari Kamla Kumari
6. Hazi Lutfal Haque
7. Shri S. R. Rane
8. Shri A. S. Saigal
9. Maulana Ishaq Sambhali
10. Shrimati Savitri Shyam

### SECRETARIAT

Shri M. C. Chawla—*Deputy Secretary*

### WITNESSES

#### Bela Road Refugee Ice Factories Association

1. Shri Ved Sayal, President, Bela Road Refugee Ice Factories Association, 20, Upper Bela Road, Delhi-6.
2. Shri Ishwer Lall
3. Shri Prithvi Raj
4. Shri Lochan Singh

#### Delhi Administration/Delhi Development Authority

1. Shri Jagmohan, (Secretary L & B), Delhi Administration.
2. Shri Bansi Dhar, Executive Officer, Delhi Development Authority.

2. The Committee took up for consideration the representations received from the Bela Road Refugee Ice Factories Association, Delhi-6 seeking relief under the 'Gadgil Assurances'. The Committee discussed at length the various issues involved in the matter. The Committee were, however, of the view that the cases of the Bela Road Ice Factories did not strictly come within the purview of 'Gadgil Assurances' as those factories, unlike the unauthorised squatters on the public land prior to the 15th August, 1950, were authorised constructions. The land was leased out to them by the Notified Area Committee, Delhi in 1948 on the basis of the applications made by the owners of the Ice Factories and 'Lease-Deeds' to that effect were executed by them.

3. The Committee noted that under the terms of the "Lease Deed", the lease could be terminated, after giving due notice to the party concerned, if (i) the land was required for a public purpose or for administrative purposes *Vide* Clause I (ix) of the 'Lease Deed' or (ii) in the event of default in payment of ground rent or any penalty under Clause II of the 'Additional Covenants' of the 'Lease Deed' read with Clause III thereof.

4. During the course of last evidence, the Committee noticed that the leases of (i) Kumar Ice Factory, (ii) Crystal Ice Factory, (iii) Friends Ice Factory and (iv) Jamuna Ice Factory stood terminated on account of default in payment of ground rent and their failure to furnish the undertaking to shift the factories on or before the expiry of the extended time which, at their own request, was granted by the Administration upto the 15th September, 1968. In the case of the Mahabir Ice Mills, whose, 'Lease Deed' still subsisted, it was stated that a notice had already been served on it informing it that the site of that factory would be required for a public purpose.

5. During their on-the-spot study visit to the sites of the Bela Road Refugee Ice Factories on the 16th January, 1969, the Committee found that the machinery installed in these factories, if dismantled as a result of shifting of these factories from their present sites, would become unserviceable and thereby result in huge loss to the owners of the factories. The Committee, therefore, felt that although the cases of the Bela Road Ice Factories were not covered by the 'Gadgil Assurances' yet they deserved sympathetic treatment at the hands of the Administration on humanitarian grounds.

6. The Committee, thereafter, decided to re-call first the representatives of the Bela Road Refugee Ice Factories Association and then that of the Delhi Administration to seek further clarification on certain points arising out of their on-the-spot study visit to the sites of the Bela Road Ice Factories.

*(The representatives of the Bela Road Refugee Ice Factories Association were then called in and were administered oath or affirmation.)*

7. At the outset, the Chairman asked the witnesses to place before the Committee any new point or material in addition to what they had already stated before them.

8. The spokesman of the Association stated that according to their view they were covered under the 'Gadgil Assurances' and as such their cases came within the purview of the Committee for getting them necessary relief under the said assurances.

When it was pointed out that the 'Gadgil Assurances' covered only those cases where squatters had unauthorisedly occupied Government land prior to the 15th August, 1950, whereas the land under their possession was an authorised one in terms of the 'Lease Deed' executed by them, the witnesses stated that they had applied for permission to occupy the land before making necessary payment and that they took possession of the land before the 'Lease Deeds' were signed by them in 1951. According to the witnesses, it was an unauthorised occupation and that they did receive notices from the Corporation for such an unauthorised occupation of land

The Chairman directed the witnesses to pass on such notices to the Committee for their perusal.

In reply to a question, the witnesses informed the Committee that they had occupied the land in 1948, got licences for the Ice Factories in 1949 and signed the 'Lease Deeds' for the sites in 1951. At this stage the Chairman made the position clear by reading out an extract from the letter dated the 10th January, 1948 from Shri Mohinder Singh, Secretary, Notified Area Committee, Delhi according to which the possession of the site was to be handed over and lease executed on receipt of the sanction of the Chief Commissioner, Delhi.

9. The spokesman of the Association further stated that they had started constructions of the Ice Factories before the building-plans therefor were approved by the Corporation. On receipt of the notices from the Corporation, the building-plans were got approved from the Corporation after paying necessary penalty therefor. The Committee directed the witnesses to produce all such receipts for having paid the penalty in this connection.

10. When it was pointed out that the terms of the 'Lease Deed' provided for the resumption of the land for a public purpose or administrative purposes and that the owners of the Ice Factories were legally and morally bound under the agreement to hand over the land to the Administration for the said purpose, the witness admitted that that position was correct but he maintained that the public good did not mean that they should be uprooted. In case the land was required for Defence purposes, they were prepared to be displaced from the existing sites.

11. When asked whether they would be prepared to release some land for the purposes of widening the Ring Road for traffic safety and for putting up a garden there and would be willing to construct the 'Ghats' along the river bank, the witnesses stated that they were prepared to put up the garden and maintain it. They would also construct the 'Ghats' at their own cost. They were also prepared to release 10 to 15 feet land for widening the Ring Road provided that they were not shifted from the present sites and that necessary compensation at the present market rates was paid to them for the land so released by them.

In reply to a further question, the witness stated that the present market price of the land in Bela Road area was Rs. 200/- to Rs. 300/- per Sq. Yd. whereas they were to pay to Government Rs. 15/- per Sq. Yd. as premium for the land. With regard to the ownership of the present sites of the Bela Road Ice Factories, the witnesses stated that it was a question which could be decided by the Court of law.

12. When the spokesman of the Association drew the analogy of 37 commercial establishments, which according to the representatives of the Delhi Development Authority were definitely covered under the 'Gadgil Assurances' and which were accommodated in 1954 in Motia Khan area on their eviction from Jhandewalan area *vide* para 13 of the Third Report of the Committee on Government Assurances (Fourth Lok Sabha), the Chairman asked the witness to point out any such case in which the 'Lease Deed' had been executed by the party and later on it was dealt with by the Committee on Government Assurances or their

predecessors for getting necessary relief under the 'Gadgil Assurances'. The Chairman also asked the witnesses to pass on to the Committee all relevant material in their possession to enable the Committee to finalise their Report on the representations received from them.

*(The witnesses then withdrew)*

*(The representatives of the Delhi Administration and Delhi Development Authority were then called in and they took their seats.)*

13. The Chairman informed the spokesman of the Delhi Administration that the Committee would like to have further clarification from him on certain points. In their evidence given before the Committee that day, the representatives of the Bela Road Refugee Ice Factories Association had offered to part with some land for the purposes of widening the Ring Road, beautifying the area and also for the development of the 'Ghats'. The Committee would like to know the reaction of the Administration to that offer. The Chairman also pointed out that the reply given by the witness during their on-the-spot study visit to the sites of the Bela Road Ice Factories the previous day to the effect that only 100 feet space would be left over between the River Front and the Ring Road, after it was widened, required further education.

14. The witness then gave the background of the Master Plan for Delhi. He stated that the Master Plan was formulated under the Delhi Development Act, and it was approved by the Central Government and also by Parliament. Under the Act, the power was given to the Delhi Development Authority, a statutory body, to prescribe the land-use after inviting objections from the public. The procedure for prescribing the land-use under the Master Plan was approved by the Central Government and it had also the approval of Parliament. A Committee consisting of officials of the Delhi Development Authority, Leader of the Opposition, Delhi Municipal Corporation, elected members, Chairman of the Standing Committee and other elected representatives of the public went into the objections filed by the public. Thereafter the Master Plan was finalised by the Central Government and approved by Parliament. In implementing the Master Plan in the Bela Road area, if, after clearing 90 per cent to 95 per cent of the area by removing both commercial factories and jhuggies, these five ice factories were permitted to remain there, it would amount to discrimination and cause heart-burning amongst the affected people. When the jhuggies were removed from that area, there was a lot of criticism in the Press, public and also in Parliament to the effect that only poor people were being removed from that area while the commercial establishments had been permitted to remain there. While clarifying the position in Parliament, Government made it clear that everybody would be treated alike and that everybody from the area would be shifted from there. The Chairman directed the witness to forward to the Committee the cutting from the 'National Herald' containing criticism against the action of the Administration along with the reply given by Government in Parliament in this connection.

15. The witness further stated that they had got a rudimentary development scheme for the 'Ghats'. In the first phase, the area was to be developed into 'Green' with a park there. For the development and construction of 'Ghats' they proposed to invite entries from all over India for competition. It was only after holding the competition and making

a survey in that behalf of the area required for the purpose of the Ghats that a proper assessment could be made as to how much land would be left between the River Front and the Ring Road after it was widened. According to the present estimates, three-fourths of the factories' area would be covered for the purpose of widening the Ring Road and thereafter 100 feet (in actual measurement it could be between 150 and 200 feet) space in length might be left over. According to the witness the remaining area could not accommodate these ice factories which under the Factories' Act and the Bye-laws had to provide for a back line.

16. When the Chairman asked whether the Administration would be satisfied if the owners of these ice factories, instead of giving the three-fourths of the factories' area, parted with a small portion of land for the 'Ghats' keeping in view the plan for the development of and beautifying the area, the witness replied in the negative as according to him it was fundamentally against all principles of planning that a small pocket area should be permitted to remain in the developmental scheme. He further stated that administratively also it would be a wrong decision to allow them there when all the other factories and jhuggies had since been removed from the Bela Road. It would also amount to discrimination besides creating similar problems in other areas when they were taken up for development.

17. In reply to a question whether these Ice Factories were covered under the 'Gadgil Assurances' the witness stated that they did not come under those assurances. The owners of the ice factories had executed a 'Lease Deed' and at the expiry of the lease period they became unauthorised occupants. They might have some legal rights but they were not squatters to begin with. He further maintained that in spite of the fact that these factories were not covered by the 'Gadgil Assurances' yet the Administration was virtually implementing those assurances in their case by offering alternative sites of their choice at the cost price of the land as against the market price.

18. As to the questions of ownership of the land and payment of compensation to the Ice Factories for vacating the land for public purpose, the witness stated that the land belonged to Government. The land was leased out to the Ice Factories and the period of lease in the case of our factories had since expired. Under the 'Lease Deed' there were certain rights and liabilities both for the Government and the party concerned. In case of any dispute in respect of these rights and liabilities, the matter could be referred to an Arbitrator. He further informed the Committee that under the said 'Lease Deed' there was only a provision for payment of compensation for the land and structures appended to it. There was no Clause in the Deed for the payment of compensation for the machinery installed in the factories. He further stated that if the Administration were to pay compensation for the land, structures thereon and also for the machinery installed in the factories, there was no reason as to why the alternative land, being offered by the Administration at the cost price of Rs. 22 per Sq. Yd. should not be given to the owners of these Ice Factories at the present market rates which ranged between Rs. 100/- and Rs. 200/- per Sq. Yd. on the Ring Road. According to the witness, the owners of the Ice Factories had no legal rights under the 'Lease Deed' to claim compensation for the machinery installed in the factories.

Clarifying the position further, the witness stated that if the owners of the Bela Road Ice Factories asserted their legal rights and went to the Court for determining their right to compensation then the present decision of the Administration to offer alternative sites at the cost price to them would automatically be rescinded as the parties could not have their say both ways. In that event the Administration would carry out the orders as passed by the Court.

19. To a pointed question by the Chairman whether there were any cases of land lease in the Motia Khan area who were covered under the 'Gadgil Assurances', the witness replied that there was no such cases. According to him, all the persons in Motia Khan area were squatters who had unauthorisedly occupied the land there.

20. In reply to a question whether the owners of Ice Factories had put up any construction on the sites before the 'Lease Deed' agreement was signed by them and whether they were served with any notices for such unauthorised construction on the land, the witness promised to furnish the facts to the Committee after checking the old records of the Improvement Trust of the Civil Lines Area.

21. When asked whether the Administration had any scheme to remove all the Ice Factories situated in the city area on the lines of the transport companies which had since been shifted from there, the witness stated that the Delhi Development Authority had already prescribed the land-use for each area and that all those industries which did not conform to the prescribed land-use were declared as non-conforming industries and that all such industries, even if located in the city area, were liable to be removed from their present sites.

When asked whether they would be given sufficient time before they were asked to shift, the witness stated that in the area where the implementation scheme was taken in hand, after the necessary funds were allocated for such scheme, necessary prior notice for the removal of those industries was given to the owners. He further stated that the implementation scheme was undertaken in phases as it was not possible to undertake the implementation scheme for the entire Delhi at a stretch.

22. In reply to a question whether the business of the Bela Road Ice Factories would be adversely affected if these factories were to be shifted to the new sites, the witness stated that it would be difficult for him to make a categorical statement in that respect. He, however, maintained that the new area, being an industrial area, had adequate production level and from the point of view of expansion of industries, there did exist 'Development Potential'. He was also of the view that these Ice Factories' owners, being shrewd persons would be able to do good business at the new sites.

23. With regard to the shifting of Mahabir Ice Mills, which stood on a different footing as compared to the other four ice factories, the witness stated that in so far as shifting was concerned, all of them were equal. The process of shifting would, however, be different in different cases depending on the leases, they had signed and the agreements they had entered into. In the case of the Mahabir Ice Mills, the owner had a lease upto 1971. The Administration had already served a notice on that



Mills for vacating the land for a public purpose. The only point in their case was that if the matter was to be determined by an Arbitrator, they had a stronger case for a higher rate of compensation because their right was stronger than the right of a person who had held a property for a temporary period.

24. In reply to a question whether the Administration had received any proposal for developing the river bank along with multi-storeyed buildings should be put up on the lines of those in Marine Drive area of Bombay, the witness replied that no such proposal in definite terms was received by them. However, while fixing the land-use for the Bela Road area, money consideration, public interest and all other considerations were gone into by the competent authority and ultimately it was decided to keep the area as 'Green' and all constructions|buildings were to be put up on the other side of the Ring Road, on the side of the Inter-State Bus stop.

25. When it was pointed out to the witness that the Delhi Development Authority had, on many occasions in the past, made changes in the land-use already prescribed in the Master Plan in respect of various areas of Delhi [e.g. New Multan Nagar on Rohtak Road; Premises No. 2 Maulana Azad Road, New Delhi; Hari Nagar Asram (Mathura Road); Loni Road; Ashoka Road, New Delhi; Land at the junction of Lodhi Road & Kitchlew Marg; G.T Road, Shahdara; Uttam Nagar Colony, Najafgarh Road; Land on Rohtak Road measuring about 100 acres bounded by Railway line on the North, outer Ring Road on the East, Rohtak Road on the South and extending on the West along Rohtak Road and Maharauli Road], the witness stated that under the Delhi Development Act there was a provision to change the land-use after following a certain procedure. In some of the cases, referred to by the Committee, the land-use had not been changed although representations were made—either the matter was pending or it had not been changed. In some of the cases the land-use had been changed after the Delhi Development Authority was convinced about the change of use and that it was beneficial. In the case of New Multan Nagar there was a factual error in the plan. The decision was something whereas in the colouring it was not made clear. In the case of Hari Nagar also it was more or less the same. They were still representing that it should be changed. No decision had yet been taken. After the Delhi Development Authority took a decision, the Central Government had to approve the change. Wherever there were minor modifications, the Delhi Development Authority had certainly a right to modify subject to the procedure laid down under the Act. In the case of Bela Road Ice Factories, the Delhi Development Authority had come to the conclusion that it should not be changed whatever the representation because that would be against the principles of planning.

In this connection the Committee invited the attention of the witness to the information given by the Minister of Health, Family Planning and Urban Development in reply to Unstarred Question No. 1880 on the 25th November, 1968 in Lok Sabha and asked him to go through it and see whether there was any variation in the position stated by him before the Committee. The witness promised to submit a written note in this connection.

*(The witness then withdrew)*

26. The Committee then decided to revise their Draft Report on the representations of the Bela Road Refugee Ice Factories Association, Delhi-6 in the light of their deliberations held in the morning and also on the basis of the further evidence given before them by the representatives of the Association and also that of the Delhi Administration. The Committee directed that their Revised Draft Report on the subject might be circulated to the members in due course.

27. The Committee also decided to meet again on Wednesday, the 12th February, 1969 to consider and adopt their Revised Draft Report on the representations of the Bela Road Refugee Ice Factories Association, Delhi-6 and also to dispose of other pending Memoranda.

*The Committee then adjourned.*

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## VII. Thirty-first Sitting

The Committee met on Wednesday, the 12th February, 1969 from 14.30 to 15.15 hours.

### PRESENT

Shri Atal Bihari Vajpayee—*Chairman*.

### MEMBERS

2. Shri Maharaj Singh Bharati
3. Shri Narendra Ramchandrajji Deoghare
4. Shri Abdul Ghani Dar
5. Shri C. Muthusami
6. Kumari Kamla Kumari
7. Shri S. R. Rane
8. Shri A. S. Saigal
9. Maulana Ishaq Sambhali
10. Shrimati Savitri Shyam
11. Shri Ramchandra Ulaka.

### SECRETARIAT

Shri M. C. Chawla—*Deputy Secretary*.

2. At the outset, the Chairman informed the Members that some additional information/material arising out of the evidence of the representatives of the Bela Road Refugee Ice Factories Association, Delhi-6 and that of the representatives of the Delhi Administration had been received only that day. He further informed the Committee that Shri A. S. Saigal, a member of the Committee, had given notice of certain amendments to the draft Fourth Report which was to be considered and adopted by the Committee that day.

3. After some discussion, the Committee decided to postpone consideration and adoption of their draft Fourth Report to Monday, the 17th February, 1969 at 13.30 hours. Meanwhile, the Committee desired that the additional information/material, as received from the Association and Government along with the amendment suggested by Shri A. S. Saigal to the draft Fourth Report, might be circulated to the Members.

*The Committee then adjourned.*

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## VIII. Thirty-second Sitting

The Committee met on Monday, the 17th February, 1969 from 13.30 to 14.15 hours.

### PRESENT

Shri Atal Bihari Vajpayee—*Chairman*.

### MEMBERS

2. Shri Maharaj Singh Bharati
3. Shri Abdul Ghani Dar
4. Shri Narendra Ramchandrajji Deoghare
5. Kumari Kamla Kumari
6. Shri S. R. Rane
7. Shri A. S. Saigal
8. Maulana Ishaq Sambhali
9. Shrimati Savitri Shyan.

### SECRETARIAT

Shri M. C. Chawla—*Deputy Secretary*.

2. The Committee perused the table indicating the number of assurances outstanding after the scrutiny of various statements showing action taken in implementation of the assurances as laid on the Table of the Lok Sabha by the Deputy Minister of Transport and Shipping on behalf of the Minister of State for Department of Parliamentary Affairs and Communications on the 20th December, 1968. The Committee directed that Government should be asked to take vigorous steps to liquidate the remaining 11 assurances pertaining to the Third Lok Sabha and 1810 outstanding assurances pertaining to the First to Sixth Sessions of Fourth Lok Sabha without further delay.

3. The Committee, thereafter, took up consideration of their draft Fourth Report. After some deliberations, the Committee adopted the Report, subject to the following amendments:—

- (i) After para 23 of draft Report, the following sub-para to para 23 shall be inserted, namely:—

“When the representative of the Delhi Administration appeared before the Committee for the second time on the 17th January, 1969, his attention was drawn to the reply given by Government to Unstarred Question No. 1880 on the 25th November, 1968 in the Lok Sabha and he was asked to state whether there was any variation in the position stated by him before the Committee in regard to the changes made in

the land uses of the aforesaid areas. He undertook to submit a detailed note after going through the above reply. The Committee, however, regret to observe that in spite of being reminded in the matter, the representative of the Delhi Administration, for the reasons best known to him, did not submit the promised information to the Committee up till the finalisation of their Report."

- (ii) *After* para 23 of draft Report, as amended, the following new para 24 shall be inserted, namely:—

"24. The representative of the Delhi Administration had also further promised to furnish facts to the Committee, after checking the old records of the Improvement Trust of the Civil Lines Area, as to whether the owners of the Bela Road Ice factories were served with any notices for putting up constructions on the sites before the 'Lease Deed' agreement was signed by them. The Committee are constrained to note that in spite of being reminded in the matter, the Delhi Administration had failed to submit the requisite facts to the Committee on this point also. The reply sent subsequently by the Ministry of Health, Family Planning and Urban Development (Department of Health and Urban Development), with whom the matter was also taken up, after being reminded in the matter, merely stated that 'Copies of the notices served on the Bela Road Ice factories in connection with the unauthorised constructions put up by them before the lease deeds were signed are not available in the Ministry. The Delhi Administration is being requested to supply the same'.

The Committee deplore the lackadaisical manner in which the matter had been tossed about all these days between the Delhi Administration and the Ministry of Health, Family Planning and Urban Development and no serious effort made to grapple the issue. In the face of this, the Committee consider that there is hardly any point in their putting off consideration of this matter any longer. They would, therefore, content themselves with the sifting and consideration of the facts already gathered by them."

- (iii) The existing paras 24 and 25 of draft Report shall be renumbered as paras 25 and 26, respectively.
- (iv) In lines 4—6 of the existing para 24 of draft Report, as now renumbered as para 25, *for* the words, "the Bela Road Ice factories, unlike the unauthorised occupation of public land by the displaced persons/squatters prior to the 15th August, 1950, were authorised constructions" the words, "the owners of the Bela Road Ice factories, unlike the displaced persons/squatters who had unauthorisedly occupied the public land prior to the 15th August, 1950, were authorised occupants.", shall be substituted.

4. The Committee decided that their Fourth Report might be presented to the House on Tuesday, the 11th March, 1969.

5. The Committee also decided that the verbatim proceedings of their sittings held on the 4th and 5th October, 1968 and 17th January, 1969 when the non-official and official witnesses were examined in connection with the representations received from the Bela Road Refugee Ice Factories Association, Upper Bela Road, Delhi-6, seeking relief under the 'Gadgil Assurances', should be printed and laid on the Table of the House along with their Fourth Report.

6. The Committee authorised the Chairman, and, in his absence, Shrimati Savitri Shyam, to lay the Evidence and also to present the Fourth Report to the House on Tuesday, the 11th March, 1969.

*The Committee then adjourned.*

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## APPENDIX I

(Vide para 5 of Report)

### Statement showing up-to-date position of assurances

(i) Assurances pertaining to the Third Lok Sabha

Session	No. of assurances referred to Committee of Fourth Lok Sabha	No. of assurances outstanding on 19-12-1968	No. of assurances implemented on 20-12-1968	No. of assurances outstanding
1	2	3	4	5
1st Session, 1962 .		..	..	..
2nd Session, 1962		..	..	..
3rd Session, 1962-63				..
4th Session, 1963 .			..	..
5th Session, 1963 .			..	..
6th Session, 1963 .	..	..	..	..
7th Session, 1964 .	4	1	..	1
8th Session, 1964 .	1		..	..
9th Session, 1964 .	1	..	..	..
10th Session, 1964 .	1	1	..	1
11th Session, 1965 .	4	..	..	..
12th Session, 1965 .	2	1	..	1
13th Session, 1965 .	4	1	..	1
14th Session, 1966 .	25	3	..	3
15th Session, 1966 .	20	2	..	2
16th Session, 1966 .	30	3	1	2
<b>TOTAL</b> .	<b>92</b>	<b>12</b>	<b>1</b>	<b>11</b>

## (ii) Assurances pertaining to the Fourth Lok Sabha

Session	No. of assurances called out	No. of assurances outstanding on 19-12-68	No. of assurances implemented on 20-12-68	No. of assurances outstanding
1st Session, 1967	123	9	1	8
2nd Session, 1967 .	934	72	6	66
3rd Session, 1967 .	581	109	18	91
4th Session, 1968 .	1459	489	86	403
5th Session, 1968 .	1136	898	256	642
6th Session, 1968 .	615*	591	15	600*
<b>TOTAL</b> .	<b>4848</b>	<b>2168</b>	<b>382</b>	<b>181</b>

\*Including 24 assurances given on the 20th December, 1968.



## APPENDIX II

(Vide para 6 of Report)

Telephones 225368  
228019

**BELA ROAD REFUGEE ICE FACTORIES ASSOCIATION**  
20, Upper Bela Road,

Delhi-6.

Ref.-----

22nd August, 1968.

To

The Chairman,  
Committee on Government Assurances of the Parliament,  
New Delhi.

**SUBJECT:** *Petition on behalf of Refugee Industrialists allotted Land for the Factories on Bela Road, Delhi, in 1947—protected under the Gadgil Assurances—Immediate Relief sought for.*

Sir,

For and on behalf of the petitioners occupying the land on Bela Road, Delhi, allotted by the Notified Area Committee as Refugee Industrialists since the partition of the country in 1947 and having Ice Factories housed in buildings approved by the Delhi Improvement Trust, I have the honour to submit below a Petition requesting for immediate relief under the Assurances given in the Parliament on 29th September, 1951 by the late Shri N. V. Gadgil, the then Minister for Works, Production and Supply to the Government of India.

1. That the petitioners are Refugee industrialists from West Pakistan who were allotted land under the Upper Bela Road Scheme of Delhi Improvement Trust as a result of applications invited by the Delhi Notified Area Committee for putting up Ice Factories under the approval of the Chief Commissioner, Delhi.

2. The land was leased out for 9 years with option to the petitioner lessees to renew the lease for another 9 years and then the lease to be made perpetual. One such plot of land was leased out for 20 years with option to renew the lease for another 20 years by the Improvement Trust itself.

3. The land was allotted and leased out under approval of the Central Government, and buildings and plans were approved by the Improvement Trust.

4. That the leases cannot be terminated unless the lessees fail to make payments of their dues as agreed to in the Lease. Deed or the Lessor required land for a specific public purpose. The petitioners have never

failed in making payments of their dues nor have they been communicated any specific public purpose for which the land was required.

5. What to talk of giving protection to authorised constructions and occupations, Shri N. V. Gadgil gave Assurances in the House 29-9-1951 even to protect unauthorised occupants and constructions and committed, "Improvement Trust is charged with the responsibility of having a well ordered plan for the city of Delhi and also a plan for the clearance of slums which are there for ages. Yet what we in the Select Committee have agreed and to which I am a party is that as far as possible, *we will modify the plans of the Improvement Trust in such a manner that the task of destroying the constructions should be reduced to the minimum*".

6. Pt. Thakur Dass Bhargava, referring to the reckless and ruthless demolitions and evictions carried out by officials overnight, brought to the notice of the Government in the Debate saying, "A whole army of police go to a place, take out the belongings of the refugees and begin to demolish their houses. Pt. Bhargava further appealed, "The case of refugees is like that of a patient who has to be operated upon for necessity only. They have to be treated with great sympathy".

7. While referring to the above-mentioned holocaust created by the then authorities, Shri Gadgil further assured, "I want to repeat that the assurances given to the Select Committee which are embodied in its Report will be carried out to the letter and spirit".

**Gadgil Assurances being violated and Schemes and Commitments made by Improvement Trust being dishonoured by its Successors, D.D.A.**

8. Now, Sir, what to talk of giving protection to unauthorised constructions and occupants and "modifying plans of the Improvement Trust in such a manner that the task of destroying the constructions should be reduced to the minimum", as desired by Gadgil Assurances, the D.D.A. has plans to demolish the Refugee Ice factories constructed on the government land which was duly allotted to the petitioner Refugee industrialists under a proper Upper Bela Road Scheme of the Improvement Trust immediately after partition of the country.

9. The land was allotted to the petitioners after inviting applications as a measure to rehabilitate them; plans were approved by the Delhi Improvement Trust under the Upper Bela Road Scheme and Town Expansion Scheme enforced by Chief Commissioner's Notification No. F.1 (176) / 46-LSG dated 21-5-1947, and everything was done under the approval of the Central Government, Ministry of Health.

10. These Ice factories are a Small Scale Industry and are also a Service industry which is non-obnoxious, non-hazardous, not creating smoke nuisance and are run by electricity—the pre-requisites laid down by the Improvement Trust Scheme for this area. An investment of about Rs. 25 lakhs was made to establish these factories, and these are now a source of livelihood for about 50 refugee families who are partners besides giving bread to more than about 250 families more who work there.

11. It appears that these factories have now been shown as non-conforming industry in the Master Plan by the D.D.A. who are the successors of the Improvement Trust. It is evident that the D.D.A. authorities while formulating the Master Plan did not go into the detailed history of these allotments and schemes and plans of the Improvement Trust

under which these allotments were made to the refugees otherwise they could not have gone against the provisions of the D.D. Act itself, clause 60 (c) of which makes them liable to fulfil the commitments and liabilities incurred by the Improvement Trust. Section 60 (c) reads as follows:—

“All debts, applications and liabilities incurred, all contracts entered into and all matters and things engaged to be done by, with or for the Delhi Improvement or the Delhi Development (Provisional) Authority shall be deemed to have been incurred, entered into or engaged to be done by, with or for the Authority”.

12. According to the Assurances given by Shri Gadgil, the Improvement Trust, i.e. the predecessors of D.D.A. “were also charged with the task of having a well ordered plan for the city of Delhi”. In any case, the D.D.A. is also required to honour the Gadgil Assurances according to the following recommendations of this august body to whom we are today approaching with appeal, i.e. the Committee on Government Assurances, para 9 of the Minutes of the meeting held on 14th August, 1959:—

“The Committee were of the view that the finalisation of the Master Plan for Delhi should not bar the regularisation of such constructions, for the Master Plan was in no way in the picture in 1951, when these Assurances were given”.

13. The action of the D.D.A. in not honouring the schemes and commitments of the Improvement Trust and the Gadgil Assurances given to the refugees only means that they want to bring inconsistency in the government machinery. One limb of the body does something and the other limb wants to undo the same. This has naturally caused great heart-burning and tends to cause lack of faith in democracy in the minds of the refugees whose wounds have not yet completely healed up. Whatever might have been the necessity and urgency, they should have kept uppermost in their mind the commitments made by their predecessors who were also charged with the same task of having a well ordered plan for the city of Delhi, as also the Gadgil Assurances and at the same time human sufferings which the demolition and shifting would entail. Such arrogant action on behalf of some officials only brings the government and the democracy into disrepute and ridicule and shakes faith of the citizens in the rule of law.

#### Resume of the Case

14. In the end of 1947, the Delhi Notified Area Committee, under the Upper Bela Road Scheme of the Improvement Trust and Town Expansion Scheme enforced by Chief Commissioner's Notification No. F.1 (176) | 46-LSG dated 21-5-1947, after scrutinising the application invited by them, decided *vide* their Resolution No. 30 dated 17-12-1947 (copy attached as Annexure “I” to this petition) to allot the present sites on the Bela Road for the Ice Factories to the petitioner Refugee industrialists and those owning ice plants. Land for one such Ice factory was allotted at that very site by the Improvement Trust itself on lease for 20 years with option to the petitioner lessee to renew it for another 20 years.

15. *Vide* resolution No. 29 dated 23-1-1948 (copy enclosed as Annexure “II” to this petition), the Notified Area Committee reviewed and

decided the terms and conditions of the petitioner lessees and allowed them lease for 8 years with option to the petitioner refugee lessees to renew it for another 9 years and then the lease to be made perpetual. Under the terms of the lease, the lessor could re-enter on the land only if the petitioner lessees defaulted in making due payments of ground rent, etc. as agreed to in the lease deed or if the land was required for a specific public purpose.

16. The petitioners have always cooperated with the Lessor. In the year 1964, when the Land and Development Office, the successors of Notified Area Committee, invoked the clause of the Lease Deed under which they could re-enter on the land for a specified public purpose, and asked the petitioners to surrender an area of 834.22 sq. yds. each for the construction of Bund on the Jamuna river, they very gladly cooperated and surrendered the required area without any grouse.

17. The petitioner lessees continued to abide by all the terms and conditions of the Lease Deed and enforced by the Delhi Improvement Trust. The petitioners also continued to pay all the dues in respect of ground rent, house tax, etc. and other fees pertaining to electricity licenses, health licenses, etc.

18. According to the terms of the Lease Deed, on the expiry of 9 years, the petitioners applied for renewal of the lease and made the agreed payments which were accepted by the authorities. The lease was renewed by the Notified Area Committee, the lessor, *vide* Resolution No. 9(OM) dated 30-1-1957 (copy attached as Annexure "III").

19. In contravention of the terms of the Lease Deed, the Land and Development Office, successors of the Notified Area Committee, *i.e.* the Lessor, in the year 1962, wrote to the petitioners that enhanced ground rent would have to be paid and also that another temporary lease deed with new terms and conditions should be executed.

20. This contravention on the part of the lessor was resented by the petitioner lessees on the plea that their lease cannot be terminated under the terms and conditions of the lease deed already executed so long as they continued paying the dues to the lessor, and brought to their notice that they have never failed to comply with that provision. Unfortunately, without any logic, reason or rhyme, the Land and Development Office continues to hard press the petitioners for the same to which we cannot possibly agree.

21. That the construction of the Ice factories is such from technical point of view that all refrigeration wirings, huge steel tanks, etc. become 100 per cent unserviceable and waste if once these are dismantled which means a loss of about Rs. 45 lakhs in terms of today's cost of material and construction.

22. The Industrial Advisory Committee appointed by the Chief Commissioner, Delhi, to advise on the industrial locations in the Master Plan, recommended that the petitioner Ice factories on Bela Road be allowed to remain at their present site.

23. Similarly, the Advisory Committee of the D.D.A. has also recently passed a resolution recommending that the non-obnoxious, non-hazardous and smokeless factories be allowed to remain at their present sites in Delhi for the present.

### **Harrassment & Humiliation Being Meted out to Petitioners**

24. It is most unfortunate that as protested by Pt. Bhargava in the Parliament on 29-9-1951, underhand means and third degree tactics are again being played on the petitioners by some officials of the D.D.A. and they are being harassed by getting the land & Development Office illegitimately trying to enter into a new temporary lease deed; Delhi Municipal Corporation creating hurdles in the renewal of Electricity Licenses on no valid reasons, etc. etc.

25. The harrassment has been further aggravated, and in March, 1968 the petitioners came to know that D.D.A. had decided on an "operation" to demolish these ice factories overnight though they had neither any legal nor moral right to do so. The petitioners immediately applied to a court of law for the Stay of any such "operation" and the Stay was granted. But, the D.D.A., according to its pre-arranged plans, collected "an army of police officers and other officials", in the words of Pt. Bhargava, and it was with great efforts that they were prevailed upon to honour the Stay Order issued by a court of Law. And, subsequently the D.D.A. told the court that they had no such intention.

26. But, infuriated and frustrated officials, instead of being sympathetic and realistic, became more violent and vindictive and managed to send a mobile magistrate the very next morning to the factories who challaned and find the factories without any cause or action. Many more such unwarranted "operations" have since been arranged by the authorities by deputing mobile magistrates to challan and inflict heavy fines without any reasons whatsoever just to cause harrassment to the petitioners. Harrassment has now been coupled with humiliation, and uniform police officers are now sent to the factories to overawe the petitioners, staff, workers and clients, and force the presence of the petitioners before the D.D.A. officials where they are subjected to undignified and humiliating language and treatment.

### **Discrimination**

27. Though the Master Plan envisages to clear all such factories from the Delhi city, none has been touched so far though these could be termed as unhygienic or nuisance creating in the congested populated localities. Yet, nothing has happened to them for reasons best known to D.D.A. authorities whereas the petitioners for no fault of theirs are being coerced to the maximum.

28. Similarly, whereas petitioners are being threatened with demolitions, new buildings have been sanctioned on the Bela Road, construction of which is still in progress.

### **Prayer**

29. The petitioners, therefore, pray to you and other Members of the Committee to take a serious note of the grave violance of the Gadgil

Assurances by the officials who are disreputing and ridiculing the democracy and the government, and request for the following immediate relief as the authorities are threatening with demolitions overnight:—

- (a) The concerned authorities be directed not to do anything in the matter whatsoever till you are seized of the matter and give your verdict so that the livelihood and honour of about 50 Refugee families is saved; and
- (b) D.D.A. be directed to modify the Master Plan keeping in view the moral and legal aspects of the matter as explained above, especially so when the petitioners have already offered their all cooperation to carry out any scheme of "amenities", beautification, parking, passages etc. to be allowed to the Jamuna river or any other suitable scheme in public interest.

In the end, we earnestly pray that you and other Members of the Committee may kindly make it convenient to inspect the site to see the things for yourself and appreciate our helplessness in the matter.

Praying for justice,

Yours faithfully,

Sd/s VED SAYAL,

*President.*

## ANNEXURE I

(Vide para 14 of Appendix II)

RESL. No. 30, DATED, 17-12-47

30. In the Joint Meeting held on 27th August, 1947, it was decided that the area of about 6.19 acres available on the junction of Wall Road and Bela Road be leased out for two or three ice factories and such other industries as are run by electricity which do not create smoke nuisance. The area of 1.5 acres for each factory was considered to be adequate. It was also decided that the proposal for leasing out the sites be advertised and preference given to refugees and to those persons who are in possession of ice-plants.

The Delhi Improvement Trust framed the Upper Bela Road Scheme which involves the leasing of more sites for bathing ghats along the river Jumna and widening of Bela Road. The enclosed plan of the site has been amended in conformity with the Scheme with a view to keep in line with the proposals of the Trust. The area now available for lease of the plants etc., works out to 4.52 acres which may be divided into four parts of 1.13 acres each. It may also be pointed out that in the Northern City Extension Scheme No. II, the Trust has allotted a plot of one acre only for the installation of an ice plant and the area of the each plot measuring about 1.13 acres should therefore, be considered adequate.

Just adjacent to the site proposed to be leased out for ice-plants, the Delhi Improvement Trust has already leased out an area of 1.5 acres on Bela Road, under its Upper Bela Road Scheme *vide* their letter dated 9th December, 1947 for the installation of an Ice-Factory and as such the Trust is not in favour of three or four such factories at one place. It is however, not incumbent on the Committee to accept their proposal, as the Committee is fully competent to grant as many sites as it deems necessary for such purpose.

The following applications were received from time to time for the installation of ice-plants:

S.No.	Name of the applicant	Whether refugees or not	Remarks
1	2	3	4
1	Mr. Inder Raj Swarup .	No.	Complete Plant of 20-Ton capacity is ready in Delhi for installation.

1	2	3	4
2	M/s. Guran Ditta Mal, Duni Chand.	Yes	Owner of Factories & Ice Plants in Lahore. No mention is made in the application whether he possesses an ice plant or not.
3	Friend's Ice Factory of Mardan.	Yes	Ice-Plants ordered from America & deliveries expected in the 2nd half of 1947 & 1st quarter of 1948.
4	L. Bhagwan Dass (First class Mechanical Engineer and worked for 15 years as Mills Manager, he owned 10-ton Ice-Plant in Lyallpur, known as "Crystal Ice Factory").	Yes	Ice Plant and other parts arranged locally.
5	Seth Ram Narain, Ma- hant Girdhari Dass, and S. Nihal Singh (They lost property worth several cro- res in Pakistan).	Yes	Twenty-ton Ice-Plant arranged in Delhi.

The Committee is fully empowered to grant such sites either by public auction or tender or to grant these sites straightaway to deserving individuals. Since the next season is now fast approaching, it is high time that the aforesaid site be leased out at least to 2 or 3 deserving applicants. The last two applications from Mr. Bhagwan Dass and Seth Ram Narain and others deserve prior consideration because of their being refugees, while the application of Mr. Inder Raj Swarup who has got the complete plant ready in Delhi also deserves consideration. The requests of the applicants be kindly considered in the light of the terms and conditions which are laid down by the Delhi Improvement Trust in their tender form (Specimen Copy laid on the Table).

*Secretary's remarks:*

I suggest that sites may be allotted forthwith so as to enable them to start their factories in time in the next season. Out of the applicants mentioned in the above note, I would place M/s. Ram Narain etc., on top, and Mr. Bhagwan Dass second and Mr. Inder Raj Swarup third. By



allotting site to M/s. Ram Narain Girdhari Dass, Nihal Singh, we will be providing three refugees instead of one. These refugees are personally known to me and have left property worth crores of rupees.

President refers the case to the Committee.

**RESOLVED THAT** three plots measuring about 1.13 acres each be leased out to the following three applicants on the conditions enforced by the Delhi Improvement Trust and briefly detailed in paragraph 2 below:—

1. L. Bhagwan Dass.
2. Seth Ram Narain, Mahant Girdhari Dass & S. Nihal Singh.
3. M/s. Guran Ditta Mal Duni Chand.

## 2. CONDITIONS

1. The lease shall be for a period of 20 (twenty) years with an option to the lessee to renew for a further period of 20 years.
2. The premium shall be charged at the rate of Rs. 15/- per Sq. Yard with ground rent @ 2½% per annum thereof.
3. Earnest money of Rs. 10,000/- per plot shall be charged.
4. The lessees of the plots must possess necessary equipment in hand or produce the equipment before the next summer season.
5. Not more than one third of the total area shall be covered with buildings, subject to the observance of light and air plants and set backs which may be prescribed by the Committee or the Delhi Improvement Trust.
6. A period of twelve months from the date of the lease will be allowed for the construction of the building and operation of the plant.
7. No residential buildings except those for resident engineer, manager, emergency staff and chowkidar only will be permitted on the plot.
8. A security of Rs. 10,000/- shall be deposited by the lessee for the due observance of the conditions and for the satisfactory completion of the building according to the plans to be approved by the lesser.
9. Double storyed buildings with a barsati on the second floor may be permitted, subject to the observance of such architectural conditions about the design of the buildings as the Committee or the Trust may prescribe hereafter.
10. The Ice plants should be electrically operated, and no other mechanism except electric will be permitted.

Endt. No. 197/g-

Delhi, the 10th January, 1948.

Copy forwarded to:-

- (1) L. Bhagwan Das, C/o Mr. Ishwar Lal, 27, Rajpur Road, DELHI.
- (2) Seth Ram Narain, Mahant Girdhari Dass and S. Nihal Singh, 7, Rajpur Road, DELHI.
- (3) M/s. Guran Ditta Mall Devi Chand, Purana Qila Road, NEW DELHI.

for information with reference to his|their application dated 19-11-47. The possession of the site will be handed over and lease executed on receipt of the sanction of the Chief Commissioner to the above mentioned proposals which are necessary.

Sd/-

(KR. MAHINDAR SINGH BEDI)

*Secretary, Notified Area Committee, Delhi.*

## ANNEXURE II

(Vide para 15 of Appendix II)

RESOLUTION No. 29, DATED 23-1-48

29. By resolution No. 30, dated 17-12-47, it was decided that three plots measuring about 1.13 acres each be leased out to the following three applicants on the conditions enforced by the Delhi Improvement Trust and briefly details below:-

1. L. Bhagwan Dass.
2. Seth Ram Narain Girdhari Das & S. Nihal Singh.
3. M/s. Guran Ditta Mal Duni Chand.

### CONDITIONS

1. The lease shall be for a period of 20 (twenty) years with an option to the lessee to renew for a further period of 20 years.
2. The premium shall be charged at the rate of Rs. 15 per Sq. Yd. with ground rent @2½% per annum thereof.
3. Earnest Money of Rs. 10,000 per plot shall be charged.
4. The lessees of the plots must possess necessary equipments in hand or produce the equipment before the next summer season.
5. Not more than one third of the total area shall be covered with buildings, subject to the observance of light & air planes and set backs which may be prescribed by the Committee or the Delhi Improvement Trust.
6. A period of twelve months from the date of the lease will be allowed for the construction of the building and operation of the plant.
7. No residential buildings except those for Resident Engineer, Manager,, Emergency Staff and Chowkidar only will be permitted on the plot.
8. A security of Rs. 10,000|- shall be deposited by the lessee for the due observance of the conditions and for the satisfactory completion of the building according to the plans to be approved by the Lessor.
9. Double storeyed buildings with a barsati on the second floor may be permitted, subject to the observance of such architectural conditions about the design of the building as the Committee or the Trust may prescribe hereafter.
10. The Ice plants should be electrically operated, and no other mechanism except electric will be permitted.

In this connection two letters dated 5-1-48 and 14-1-48, placed on the table have been received from Shri Shiv Raj Bahadur & M/s. Bhagwan

Dass, Seth Ram Narain, Guran Ditta Mal Duni Chand pointing out that the conditions of leasing those three plots are too harsh for them as they are refugees having lost everything in Pakistan, and may be reconsidered by the Committee. They request that either:—

- (1) the period of lease may be reduced to 9 years, with an option to renew for another 9 years (in which case no premium need be paid).

or

the period of lease may be extended to 40 years and the premium realised yearly in equal instalments.

or

one of the demands that is to say, either the premium or the ground rent be waived altogether. The demand for security deposit may also be given up.

- (2) The Committee and the Local Government should undertake to secure electric connection.

OFFICE NOTE:—It is for consideration whether the lease should be granted for 20 years or for a shorter term of 10 years or less. In case the land is leased for 20 years, premium @Rs. 15/- per Sq. Yd. is usually payable in lump sum with a ground rent @2½% thereof per annum as per instructions of the Chief Commissioner contained in his letter No. 490 Edn. dated 25-1-1926. In case the lease is granted for a period of 10 years, ground rent @2½% of the premium shall be charged. The other conditions should be the same as that of the Delhi Improvement Trust. *The whole idea in leasing out these sites is to help the refugees, and the Committee should officially write to the Electric Control Board suggesting priority to these persons.*

SECRETARY'S REMARKS:— I suggest that:—

- (i) We should grant a lease of 40 years & charge the premium in accordance with the prescribed rates but realise it in 40 annual instalments.

or

- (ii) We should grant a lease of nine years with an option to the other party to renew of or another nine years at the termination of which period the lease may be made perpetual and the premium may be realised.

*If we lease out for nine years the file need not go to the Chief Commissioner at all. This will save time and enable the refugees to start their plants in time for the season.*

*Resolved that since all the applicants are refugees having been uprooted from their hearths and homes in Pakistan, the terms & conditions*

of the lease approved vide resolution No. 30, dated 17-12-47 be modified, as under, as a special case:—

- (1) The period of lease be reduced from 20 to 9 years with an option to the lessees to renew for a further period of 9 years and after the termination thereof the lease may be made perpetual and the premium realized.
- (2) The ground rent of Rs. 250/- per month per plot payable yearly in advance be charged. The Committee will have the option to enhance the rent to the extent of 25% at the termination of 9 years.

Resolved further that Electric Control Board be addressed officially to give priority to the lessees of those plots in granting electric power connections.

ENDT No. 424-T

Delhi, the 27th January, 1948.

Copy forwarded to—

1. L. Bhagwan Das C/o Mr. Ishwar Lal, 27, Rajpur Road, Delhi.
2. Seth Ram Narain, Mahant Girdhani Das and S. Nihal Singh, 7, Rajpur Road, Delhi.
3. M/s. Guran Ditta Mal Duni Chand Purana Qila, New Delhi, for information with the request that they will please deposit Rs. 13046/- as detailed below, on receipt of which possession of the site will be given:—

	Rs.
1. Ground rent for the period of one year Rs. 250 P.M.	3,000
2. Security Deposit . . . . .	10,000
3. Cost of adhesive Stamp for the execution and registration of lease deed . . . . .	45
4. Typing charges of the lease deed . . . . .	1
	13,046

Sd/-

N. N. KISHORE

Assistant Secretary, Notified Area Committee, Delhi.

### ANNEXURE III

(Vide para 18 of Appendix II)

(On Seventy Five np. Stamp paper)

COPY OF RESOLUTION No. 9 (O. M.) DATED 30-1-1957

#### RENEWAL OF LEASES OF LAND UNDER ICE FACTORIES ON BELA ROAD

Vide Resl. No. 19 & 29 dated 23-1-48 four plots of land measuring about 1.19 acres each on Bela Road were allotted to Ice Factories with the prior approval of the Chief Commissioner, Delhi vide his letter dated 24-8-50. The leases of these factories are due to expire on 7-3-57, but the leasees have option to get the same renewed for a further period of nine years. All factory owners have, now, applied to the committee for renewal of the same.

The owners of these Ice Factories on Bela Road have further requested the committee to take into consideration the losses suffered by them during last several years by unprecedented flood in the river Jamuna and to give them some relief by way of reduction in the ground rent paid by them.

These Ice Factory buildings and installations have suffered heavy damages during the last two three years on account of floods. The construction of a wall along the National Highway is also, in a way, responsible for this havoc, as prior to its construction the flood water used to spread out all over the Bela Road area. But now the level of the flood water rises to such an extent that these Factories built on high platforms get inundated by the flood water. The owners of these Factories have also brought this fact to the notice of the authorities many times, but, possibly, nothing could be done to redress their grievances as the said wall is a part & parcel of the National Highway. Therefore, the request of the Factory owners for reducing the ground rent be considered sympathetically.

There is a provision in the lease deed that rent can be enhanced to the extent of 25% at the time of renewal of leases for a further period of nine years. The factory owners have paid Rs. 27,000/- each during the last nine years on account of ground rent along. As statement showing the exact amount of ground rent and house tax paid by these factory owners is also appended.

It is, therefore, suggested that the leases of land under these Ice Factories be renewed for a further period of nine years on ground rent considered suitable by the Committee.

Secretary refers the case to the Committee for orders.

Resolved that:—the leases be renewed for a further period of nine years on payment of the existing ground rent, with the prior approval of the Chief Commissioner, Delhi.

Certified to be true copy.

Sd/- H. D. KAPUR,  
Superintendent, Civil Lines Zone.

Compared & found correct.

Sd/- Illegible

20-11-59.

*According to situation*

Name of factory	Ground rent	House Tax
	Rs. p.a.	Rs. p.a.
1. Crystal Ice Factory 1.09 acres .	3,600	224
2. Friends Ice Factory 1.09 acres . .	3,000	200
3. Jamuna Ice Factory 1.09 acres . . .	3,000	225
4. Kumar Ice Factory 1.09 acres . . .	2,400	600

Certified to be true copy.

Sd/-  
(H. D. KAPUR)  
Superintendent, Civil Lines Zone.

Compared and found correct

Sd/- Illegible.

### APPENDIX III

(Vide para 8 of Report)

No. L-15 (13) |67-Vol. IV

GOVERNMENT OF INDIA

### MINISTRY OF WORKS, HOUSING AND SUPPLY

New Delhi-1, dated the 23rd September, 1968.

**KARTAR SINGH**

*Joint Secretary.*

My dear Chawla,

**SUBJECT:**—Representation dated the 22nd August, 1968 from the President, Bela Road Refugee Ice Factories Association, Delhi-6, seeking protection under the 'Gadgil Assurances'.

Please refer to this office letter No. L-15 (13) |67 Vol. IV dated the 6th September, 1968 in which we had informed you that the following 3 officers would attend on behalf of this Ministry:

1. Shri B. R. Patel, Secretary, Dept. of Works & Housing.
2. Shri P. Prabhakar Rao, Joint Secretary (H).
3. Shri Prakash Narain, Land & Development Officer.

2. The representation is mainly against the threatened action by the Delhi Development Authority and the Delhi Administration to remove the factories from their present location. As you know, these subjects have been transferred to the Ministry of Health, Family Planning and Urban Development under the Presidential Order Doc. No. CD-85|68 dated the 12th February 1968 and so, we in this Ministry have not function to perform before the Committee except on the small point of level of ground rent chargeable by Land and Development Officer.

3. In the circumstances, we propose to send only Shri P. Prabhakar Rao and Shri Prakash Narain to this meeting as representatives of this Ministry to give evidence in respect of the question of level of rents. All other questions have to be answered by the Ministry of Health, Family Planning and Urban Development.

4. I would request you to obtain the approval of the Committee and let me know. I am endorsing a copy of this letter to the Ministry of Health, Family Planning and Urban Development.

Yours sincerely,

**SD| KARTAR SINGH**

Shri M. C. Chawla,

Deputy Secretary,

Lok Sabha Secretariat, New Delhi.



**APPENDIX IV**

(Vide para 9 of Report)

No. 25011 (6) 168-UD

GOVERNMENT OF INDIA

**MINISTRY OF HEALTH, FAMILY PLANNING AND  
URBAN DEVELOPMENT**

(DEPARTMENT OF HEALTH AND URBAN DEVELOPMENT)

New Delhi, the 28th September, 1968

**OFFICE MEMORANDUM**

**SUBJECT:** *Committee on Government Assurances—Representations from the President, Bela Road Refugees Ice Factories Association, Delhi-6, seeking protection under the Gadgil Assurances.*

In continuation of this Ministry's O.M. of even number, dated the 23rd September, 1968, the undersigned is directed to enclose herewith the comments of this Ministry on the above representation.

Sd. K. M. L. GUPTA,

*Under Secretary to the Govt. of India.*

To

The Lok Sabha Secretariat,  
New Delhi.

Comments on the representation dated 22nd August, 1968 from the President, Bela Road Refugee Ice Factories Association, Delhi-6, seeking protection under the Gadgil Assurance.

The factual position is summarised below. The Association represents the following ice factories:—

1. M/s Crystal Ice Factory,  
Private Ltd.
2. M/s Kumar Ice Factory.  
Private Ltd.
3. M/s Friends Ice Factory,  
Private Ltd.
4. M/s Jamuna Ice Factory,  
Private Ltd.
5. M/s Mahabir Ice Mills.

The period of lease of the first four has already expired. In accordance with clause 1 (viii) of the lease deeds, the lessees were required to surrender possession of the land at the end of the term of the lease. The lease of M/s Mahabir Ice Mills ~~subsists~~ but the lease deed originally executed provided for resumption of the land for a public purpose or administrative purposes and action is being taken accordingly.

According to the Ministry of Works, Housing and Supply the Assurance given by the late Shri N. V. Gadgil only covered residential cases of displaced persons. Even otherwise the Assurance stipulated that unauthorised pre-15th May, 1950 persons shall not be evicted unless certain conditions such as sectorwise plan, alternative accommodation on developed land etc. were fulfilled. In this case, the area where these factories are situated is marked 'green' in the Master Plan. The Plan was published on 8th July, 1960 and three months were allowed for objections. An *ad hoc* Board scrutinised these objections after giving a personal hearing to all objectors and carrying out local inspections. The report of the *Ad hoc* Board was examined in great detail by the Delhi Development Authority. The Master Plan was then approved by Government. The Ice factory owners in question thus had ample opportunity to object and get justice. In any case the Assurance has been really observed as suitable land at fixed rates has been offered to the petitioners in the Lawrence Road Industrial Area.

Four of the ice factories, other than Mahabir Ice Mill have not been paying ground rent for some time. The rent was enhanced according to the provisions of the original lease deed which permitted increase upto 25 per cent at the time of the renewal of the lease.

The proprietors of the ice factories had launched legal proceedings against the Administration but those cases have also since been dismissed by the Court.

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**APPENDIX V**

(Vide para 14 of Report)  
**DELHI ADMINISTRATION, DELHI**

**WITHOUT PREJUDICE**

**No. F.50 (I) /67-L & B.**

**19th July, 1968.**

**From**

Secretary (Land & Building),  
Delhi Administration,  
Vikas Bhawan, Indraprastha Estate,  
New Delhi.

**To**

M/s Crystal Ice Factory (Pvt.) Ltd.  
M/s Kumar Ice Factory (Pvt.) Ltd.  
M/s Friends Ice Factory (Pvt.) Ltd.  
M/s Jamuna Ice Mills.  
M/s Mahabir Ice Factory (Pvt.) Ltd.

**Sir,**

With reference to your request for allotment of a plot of land under the scheme of 'Large-Scale Acquisition, Development & Disposal of land in Delhi', I am directed to say that allotment of a suitable piece of land in the Lawrance Road Industrial Area can be considered subject to certain terms and conditions. If you wish to secure a plot of land in the said scheme, you may contact the undersigned in Room No. 119, 'B' Block, Delhi Vikas Bhawan, Indraprastha Estate, New Delhi on any working day between 10-30 A.M. and 1.00 P. M.

Yours faithfully,

Sd/- B. DHAR,  
for Secretary (Land & Building).

## APPENDIX VI

(Vide para 18 of Report )

### JAMUNA RIVER FRONT DEVELOPMENT SCHEME (PHASE I)

*(Position of private structures other than temples/religious places, still existing within the area of the development scheme)*

S.No.	Area	Name of the occupier	Present position	Remark
1	2	3	4	5
1.	840 Sq. Yds	Shri Ranbir Singh S/o Shri Phool Singh	Unauthorised occupant. The demolition has been stayed by the High Court.	
2.	1550 Sq. Yds	M/s. Wire Knetting Store	Unauthorised occupant. The demolition of structures has been stayed by the Supreme Court.	
3.	1810 Sq. Yds	S/Shri Ram Das, Dass, Girdhar Prashad	Ramesh Prashad	The structures exist on the site, monthly lease of

Sons of Smt. Chaudhara  
Devi Widow of Sh. Raghu-  
nath Pd.

which has long since ex-  
pired. Thus, the occu-  
pants are now unautho-  
rised. However, the  
demolition of structures  
has been stayed by an  
order of the High Court.

M/s. Mahabir Ice Mills

The site was on lease for  
20 years which expired  
on 30-4-1968, with option  
to the lessee to renew the  
lease for a further period  
of 20 years.

The lessee opted for rene-  
wal of lease for further  
period of 20 years. How-  
ever, notice issued to  
the lessee for resumption  
of the site for a public  
purpose, in terms of the  
provisions of the  
subsisting Lease Deed.  
The Lease Deed pro-  
vides resumption of  
the lease site for adminis-  
trative or public purpose.

8

M/s. Jamuna Ice Factory  
(P) Ltd.

The sites were on lease for  
a period of 9 years  
which was to commen-  
ce w.e.f. 8-3-1948 and  
there was option to the  
lessee for renewal of the  
leases for further period  
of 9 years, which has  
also expired on 7-3-1966.  
Now the occupants

5 1.00 acres

M/s. Kumar Ice Factory(P)  
Ltd.

6 1.11 acres

M/s. Crystal Ice Factory (P)  
Ltd.

7 1.11 acres

8 1.11 acres . . . M/s. Friends Ice Factory Ltd.

are unauthorised. The Lease Deed, executed with these parties also provide for earlier resumption of the leased sites either for administrative or public purpose.

**Note:**—Apart from 3500 jhuggies and large number of petty commercial structures, 15 big factories, commercial establishments, namely (1) Brij Nath and Sons, (2) Shiy Lal and Co., (3) Inder Narain Hamarain, (4) Bharat Industrial Works, (5) India Flour Mills, (6) Sumer Chand, (7) Bharat Brass Metals, (8) Sudersan Engineering Works, (9) Krishna Machinery Works, (10) Puri & Sons, (11) Khanra Brass Works, (12) Mahday S. O. Shri Jeyvan Dass, (13) Samsher Bahadur, (14) Small Scale Industry and (15) Fakir Chand & Co., which fell in the area of development scheme, have already been cleared and provided with alternative sites under the scheme of 'Large-scale Acquisition, Development & Disposal of lands' in Delhi.

## APPENDIX VII

(Vide para 23 of Report)

Reply given to Unstarred Question No. 1880 in Lok Sabha on the  
25th November, 1968

### Changes in Land use by Delhi Development Authority

1880. SHRI K. M. KAUSHIK:

Will the Minister of HEALTH, FAMILY PLANNING AND URBAN DEVELOPMENT be pleased to state:

(a) whether it is a fact that the Delhi Development Authority has changed the land use from non-conforming to conforming, from green belt to residential and educational, from residential to industrial and vice versa in number of cases; and

(b) if so, the details thereof together with their reasons?

SHRI B. S. MURTHY (DEPUTY MINISTER FOR HEALTH, FAMILY PLANNING AND URBAN DEVELOPMENT): (a) & (b). Resolutions were passed by the Delhi Development Authority recommending change of land used in the cases, the details of which are given in the enclosed list.

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#### LIST REFERRED TO IN THE LOK SABHA UNSTARRED QUESTION NO. 1880 FOR 25TH NOVEMBER, 1968

1. *New Multan Nagar on Rohtak Road.*—At the request of the President, New Multan Nagar Co-operative House Building Society and on a reference from the Municipal Corporation of Delhi, the land use of a portion of land in the New Multan Nagar Colony was changed from "recreational" into "residential".

2. *Premises No. 2 Maulana Azad Road, New Delhi.*—For accommodation of Central Government Offices, land use of about 3 acres of land comprised by plot No. 2 Maulana Azad Road was changed from "Social and Cultural" to "Offices".

3. *Hari Nagar Asram (Mathura Road).*—The land use of an area of 16 acres on Mathura Road known as Hari Nagar Asram earmarked for "flatted factories" was changed into "residential" in view of the fact that the entire area is built up as residential. Equivalent area has been earmarked for flatted factories in the area known as Sunlight colony.

4. *Loni Road.*—The land use of a portion of land of Jyoti Colony earmarked for "Hospital and Government offices" was changed into "resi-

dential." In order to provide for the Government offices and hospital, the residual land use of the area along the Shahdara Saharanpur Light Railway line was changed from "residential" to "Government offices" and the land use of the land lying to the West (and surrounded on the West, South and East by the area earmarked for parks, playgrounds etc.) from "residential" to "hospitals."

5. *Asoka Road, New Delhi.*—To secure more offices accommodation for the P. & T. Department in the Parliament Street and the consequential parking area, the land use of the plot at 20, Asoka Road was changed from residential to Government Offices and of the adjacent plot (9, Rafi Marg) from "residential" to "parking".

6. *Land at the junction of Lodhi Road and Kitchlew Marg.*—The land use of 2.44 acres at the junction of Lodi Road and Kitchlew Marg near Oberoi Intercontinental Hotel was changed from "recreational" to "institutional" for construction of an international mission school for the blind.

7. *G. T. Road, Shahdara.*—In view of the paucity of land for institutional purposes the land use of 1.5 acres of land on the South of G.T. Road was changed from "recreational" to "educational" for construction of a Higher Secondary School Building.

8. *Uttam Nagar Colony, Najafgarh Road.*—At the request of the Municipal Corporation of Delhi the land use of 23.4 acres of land of Uttam Nagar Colony was changed from "agricultural green belt" to "residential" (subject to reservation of 61 metres right of way of Najafgarh Road).

9. At the request of the Municipal Corporation of Delhi land on Rohtak Road measuring about 100 acres bounded by Railway line on the North, outer Ring Road on the east, Rohtak Road on the South and extending on the West along Rohtak Road was changed from "extensive Industries" to "light Industries".

10. *Mehrauli Road.*—The D.D.A. has also resolved the change of land use from "Special Industries" to "Institutional" for an area of 22 acres on the South of the College of Engineering, Mehrauli Road and change of land use of the part of the remaining area from "Special Industries" to "Special Institutions."

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