



वर्ष 46 अंक 1
31 जनवरी 2016

मेवाड़ चेम्बर पत्रिका

(मेवाड़ चेम्बर ऑफ कामर्स एण्ड इण्डस्ट्री का मासिक पत्र)

उदयपुर, चित्तौड़गढ़, डूंगरपुर, बाँसवाड़ा, प्रतापगढ़
राजसमन्द एवं भीलवाड़ा का सम्भागीय चेम्बर



केन्द्रीय कौशल विकास मंत्री माननीय श्री राजीव प्रताप रूडी का मेवाड़ चेम्बर में आगमन

मेवाड़ चेम्बर ऑफ कॉमर्स एण्ड इण्डस्ट्री

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केन्द्रीय कौशल विकास मंत्री माननीय श्री राजीव प्रताप रूडी
11 जनवरी 2016 को मेवाड़ चेम्बर में आगमन पर आयोजित समारोह



MEWAR CHAMBER OF COMMERCE & INDUSTRY

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At the National Level : Federation of Indian Chamber of Commerce & Industry, (FICCI) New Delhi
Indian Council of Arbitration, New Delhi
National Institute for Entrepreneurship and Small Business Development
(NIESBUD), New Delhi.

Confederation of All India Traders, New Delhi

At the State Level : Rajasthan Chamber of Commerce & Industry, Jaipur.
: The Employers Association of Rajasthan, Jaipur.
: Rajasthan Textile Mills Association, Jaipur

REPRESENTATION IN NATIONAL & STATE LEVEL COMMITTEES

All India Power loom Board, Ministry of Textile, Govt. of India, New Delhi

National Coal Consumer Council, Coal India Ltd., Kolkata

State Level Tax Advisory Committee, Govt. of Rajasthan, Jaipur

State Level Industrial Advisory Committee, Govt. of Rajasthan, Jaipur

Regional Advisory Committee, Central Excise, Jaipur

Foreign Trade Advisory Committee, Public Grievance Committee, Customs, Jaipur

DRUCC/ZRUCC of North Western Railways

केन्द्रीय कौशल विकास मंत्री श्री राजीव प्रताप रुडी का चेम्बर में पदार्पण

11 जनवरी 2016 को मेवाड चेम्बर ऑफ कॉमर्स एण्ड इण्डस्ट्री की ओर से टेक्सटाइल उद्योग, रेडीमेड गारमेन्ट एवं होजरी उद्योग के विकास हेतु कामगार प्रशिक्षण एवं कौशल विकास पर आयोजित कार्यशाला आयोजित की गई। माननीय केन्द्रीय कौशल विकास मंत्री श्री राजीव प्रताप रुडी इस कार्यशाला में मुख्य अतिथि थे।

कार्यक्रम की अध्यक्षता राज्यसभा सांसद श्री वी पी सिंह ने की, विशिष्ट अतिथि के रूप में प्रभारी मंत्री श्रीमति अनिता भदेल, भीलवाड़ा सांसद श्री सुभाष बहेडिया, कोटा सांसद श्री ओम बिडला, मुख्य सचेतक श्री कालूलाल गुर्जर, विधायक श्री विठ्ठल शंकर अवस्थी सम्मिलित थे। कार्यशाला को सम्बोधित करते हुए माननीय कौशल विकास मंत्री श्री रुडी ने कहा कि पिछले 60 वर्षों में देश ने शिक्षा के विकास पर अरबों रुपये व्यय किए हैं एवं कई विश्वस्तरीय संस्थान भी विकसित किए लेकिन इससे शिक्षित व्यक्ति महत्वाकांक्षी हो गया। सतही स्तर पर जिस तरह का कौशल विकास देश में होना था, जिससे नवयुवकों को, स्कूल ड्रॉपआउट युवकों को 8, 10, 12 सप्ताह के प्रशिक्षण प्राप्त कर रोजगार प्राप्त हो सके, ऐसा ढांचा विकसित करने से विफल रहे। जहां अमेरिका में 55, जापान में 80, जर्मनी में 74, ब्रिटेन में 68 और कोरिया में 96 प्रतिशत युवा औपचारिक वोकेशनल प्रशिक्षण प्राप्त है, वहीं भारत में इनकी संख्या मात्र 3.5 प्रतिशत है। जबकि आने वाले समय में निर्माण क्षेत्र में 3 करोड़, रिटेल में 1.6 करोड़ और रेडीमेड गारमेन्ट उद्योग को 1 करोड़ प्रशिक्षित युवकों की प्रवेश स्तर पर आवश्यकता है।

उन्होंने कहा कि देश में पहली बार गठित कौशल विकास मंत्रालय ने 6700 तरह के वोकेशनल क्षेत्र चिन्हित किए हैं, जिनमें प्रशिक्षण के लिए पूरे देश में नेशनल कौशल विकास कॉरपोरेशन (एनएसडीसी) के तहत प्रशिक्षण केन्द्रों का विशाल जाल बनाया जाकर युवकों को 8 से 12 सप्ताह की ट्रेनिंग प्रदान कर उद्योगों में, निर्माण क्षेत्र में आदि में प्रवेश स्तर पर रोजगार के लिए सक्षम बनाया जाएगा। कौशल विकास में इतनी संभावनाएं हैं कि जहां एक सामान्य वेल्डर 5 हजार रुपये कमाता है वहीं अगर वह कार निर्माण कारखाने में 50 हजार और ऑयल रिंग के वेल्डर के रूप में 3.5 लाख रुपये प्रतिमाह कमा सकता है।

श्री रुडी ने विश्वास जताया कि मेक इन इण्डिया की सफलता के लिए स्किल इण्डिया कार्यक्रम सफल होगा। उन्होंने मेवाड चेम्बर के मार्फत स्थानीय उद्यमियों को उनके साथ हाथ से हाथ मिलाकर देश के विकास में कौशल प्रशिक्षण एवं ऐसे प्रशिक्षित युवाओं को रोजगार के लिए आगे आने का आह्वान किया। कार्यक्रम की अध्यक्षता करते हुए राज्यसभा सांसद श्री वीपी सिंह ने कहा कि भीलवाड़ा के उद्यमी आज चीन से लोहा लेकर विश्व के टेक्सटाइल जगत में अपनी पहचान बनाने में सफल हुए हैं, 70 से अधिक देशों को अरबों रुपये का निर्यात कर रहे हैं एवं आज टेक्सटाइल उद्योग के भावी विकास के लिए भी कौशल प्रशिक्षण अत्यन्त ही महत्वपूर्ण विषय बन गया है।

कार्यक्रम के प्रारम्भ में चेम्बर अध्यक्ष अनिल मानसिंहका ने मेवाडी पगडी एवं मानद महासचिव सूर्य प्रकाश नाथानी ने माल्यार्पण कर मंत्री महोदय का स्वागत किया। कार्यक्रम में चेम्बर के पूर्वाध्यक्ष श्री आरपी सोनी, श्री आरएल नौलखा, डॉ पीएम बेसवाल, श्री एमडी गगराणी, श्री वीके सोडानी, श्री जेसी लढ्ढा सहित सैकड़ों उद्यमियों ने भाग लिया।

वर्ष के दौरान हमारे लिए दूसरा गौरवशाली अवसर केन्द्रीय कौशल विकास मंत्री श्री राजीव प्रताप रुडी का मेवाड चेम्बर में आगमन एवं कौशल विकास पर कार्यशाला का था। इस अवसर पर मेवाड चेम्बर के मंच पर दो राज्य स्तरीय मंत्री, तीन सांसद एवं दो विधायक उपस्थित थे। श्री रुडी ने भीलवाड़ा के टेक्सटाइल उद्योग की इनहाउस ट्रेनिंग कार्यों की प्रशंसा करते हुए भारत सरकार के समग्र कौशल विकास योजना में भागीदारी का आह्वान किया एवं पुनः भीलवाड़ा आने का वादा किया।

श्री रुडी के भीलवाड़ा यात्रा कार्यक्रम के दौरान मेवाड चेम्बर में आगमन का पूर्व निश्चित कार्यक्रम था। लेकिन कुछ व्यवधान आये एवं स्थानीय समाचार पत्रों में अन्य संगठन में कार्यक्रम के समाचार भी छप गये। लेकिन राज्यसभा सांसद माननीय श्री वी पी सिंह जी के पूर्ण प्रयासों से उद्योग एवं व्यापार जगत से सम्पर्क का यह कार्यक्रम मेवाड चेम्बर में ही आयोजित हुआ। मेवाड चेम्बर के सभी सदस्यों की ओर से माननीय श्री वी पी सिंह साहब का हार्दिक आभार एवं अभिनन्दन।

टफ योजना

दिनांक 1 अप्रैल 1999 से प्रारम्भ की गई टफ योजना में भारतीय टेक्सटाइल उद्योग में आधुनिकीकरण के लिए महत्वपूर्ण योगदान किया है। प्रारम्भ में यह योजना 5 वर्ष के लिए 31 मार्च 2004 तक लागू की गई, जिसे 31 मार्च 2007 तक बढ़ाया गया। टफ योजना में कुछ सुधार कर मोडिफाइड टफ योजना 1 अप्रैल 2007 से 31 मार्च 2012 तक जारी रही, जिसे पुनः 31 मार्च 2013 तक बढ़ाया गया। टफ योजना की उपयोगिता एवं टेक्सटाइल उद्योग में आधुनिकीकरण में इसके योगदान पर वस्त्र मंत्रालय ने क्रिसिल से सर्वे करवाया। राजस्थान में इस सर्वे में मेवाड चेम्बर ऑफ कॉमर्स एण्ड इण्डस्ट्री का महत्वपूर्ण योगदान रहा।

क्रिसिल के सर्वे के बाद मंत्रालय ने एवं अर्न्तमंत्रालय समिति ने इस योजना को 12वीं पंचवर्षीय योजना के अन्त 31 मार्च 2017 तक जारी रखने का मानस बनाया। केन्द्रीय बजट 2013 के दौरान संसद में इसकी घोषणा भी की गई। लेकिन अगले 6 महीने तक संबंधित गजट अथवा वस्त्र आयुक्त से विज्ञप्ति जारी नहीं होने से, उद्योगों में पशोपेश की स्थिति बनी रही। मेवाड चेम्बर ऑफ कॉमर्स एण्ड इण्डस्ट्री की ओर से इस संबंध में काफी प्रयास किये गये। स्थानीय सांसद एवं तत्कालीन केन्द्रीय मंत्री डॉ सी पी जोशी, राज्य सभा सांसद श्री वी पी सिंह के मार्फत काफी प्रयास किये गये। वस्त्र मंत्रालय एवं आयुक्त कार्यालय को कई प्रतिवेदन भेजे गये। मंत्रालय में मेवाड चेम्बर के प्रतिनिधिमण्डल ने मुलाकात की। माननीय वस्त्रमंत्री डॉ के एस राव की जयपुर यात्रा के समय 24 जुलाई 2013 को उनसे जयपुर जाकर मुलाकात की गई एवं टफ योजना जारी रखने के आदेश शीघ्र प्रकाशित करने का अनुरोध किया गया। अन्तोतगत्वा 4 अक्टूबर 2013 को केन्द्रीय सरकार ने इस योजना को रिवाइज्ड एवं रिस्ट्रक्चर्ड टफ योजना के नाम से 1 अप्रैल 2013 से 31 मार्च 2017 तक जारी रखने के आदेश जारी किये।

लेकिन आवश्यक बजट आवंटन के अभाव में 2014-15 में आरआर टफ के तहत नये आवेदन प्राप्त करने एवं यूआईडी जारी करने का कार्य भी स्थगित हो गया। पूर्व स्वीकृत प्रकरणों में भी ब्याज अनुदान प्राप्ति में एक वर्ष से अधिक का विलम्ब होने लगा। मेवाड चेम्बर ने उपर्युक्त वर्णित अथक प्रयास किए। मेवाड चेम्बर एवं टेक्सटाइल उद्योग के अन्य संगठनों के समग्र प्रयास से केन्द्र सरकार ने 13 जनवरी 2016 को अमेण्डेड टफ योजना घोषित की।

अमेण्डेड टफ योजना

यह योजना 13 जनवरी 2016 से 7 वर्ष के लिए 31.03.2022 तक लागू रहेगी। सितम्बर 2014 से पेडिंग मामलों में टेक्सटाइल आयुक्त कार्यालय के रेकार्ड के अनुसार आरआर टफ के तहत यूआईडी नम्बर जारी किए जाएंगे।

कम्पनी एक्ट के तहत रजिस्टर्ड कम्पनियां अथवा जिला उद्योग केन्द्र/राज्य सरकार से रजिस्टर्ड एमएसएमई इकाईयों को ही इस योजना का लाभ प्राप्त हो सकेगा। एक इकाई को केवल एक ही बार पूंजीगत अनुदान प्रदान किया जाएगा। पूंजीगत अनुदान निम्नानुसार होगा। जिन इकाईयों को आरआर टफ के तहत पूर्व में लाभ प्राप्त हो चुका है, वह 30 करोड की सीमा में शेष बचे भाग के लिए ही लाभ का अधिकारी होगा। किसी एक इकाई को अधिकतम लाभ 30 करोड तक सिमित होगा।

No. 6/5/2015-TUFS

Government of India, Ministry of Textiles

Udyog Bhawan,
New Delhi,

13th January, 2016

RESOLUTION

In order to promote ease of doing business in the country and achieve the vision of the Government for generation of employment and promotion of exports through "Make in India" and of Zero effect and Zero defect manufacturing, it has been decided that the existing provisions of the Revised Restructured Technology Upgradation Fund Scheme (RRTUFS) be modified in terms of the benefits under the scheme and the procedure for claiming the benefits under the scheme. A new scheme, "**Amended Technology Upgradation Fund Scheme (ATUFS)**" has been approved by the Government for implementation which will provide one time capital subsidy for investments in the employment and technology intensive segments of the textile value chain, keeping in view promotion of exports and imports substitution. The scheme will be credit linked and projects for technology Upgradation covered by a prescribed limit of term loans sanctioned by the lending agencies will only be eligible for grant of benefits under it.

2. This scheme will be effective from the date of issue of this Resolution for a period of seven years upto 31.03.2022. However, the cases pending for issue of Unique Identification Number (UID) since September, 2014 as per records maintained by the Office of the Textile Commissioner shall be covered under the existing RRTUF Scheme.

3. Entities/Units registered under the Companies Act with the Registrar of the Companies, except for MSME units which will be guided by the instructions of the Ministry of MSME or registered with the concerned Directorate of Industries/ relevant Department of the State Government will only be eligible to get the benefits under this scheme.

4. Every individual entity will be eligible for one time Capital Subsidy only, on the eligible investment, as per the rates and the overall subsidy cap indicated below:

Sl. No.	Segment	Rate of Capital Investment Subsidy (CIS)	CIS per individual entity
1.	Garmenting, Technical Textiles	15% on eligible Machines	Rs. 30 crore*
2.	Weaving for brand new Shuttle-less Looms (including weaving preparatory and knitting), Processing, Jute, Silk and Handloom.	10% on eligible Machines	Rs. 20 crore*
3(a)	Composite unit / Multiple Segments-If the eligible capital investment in respect of Garmenting and Technical Textiles category is more than 50% of the eligible project cost.	15% on eligible Machines	Rs. 30 crore*
3(b)	Composite unit / Multiple Segments- If the eligible capital investment in respect, of Garmenting and Technical Textiles category is less than 50%, then the subsidy cap will be Rs. 20 crore.	10% on eligible Machines	Rs. 20 crore*

*In case the applicant had availed subsidy earlier under RRTUFS, he will be eligible for only the balance amount within the overall ceiling fixed for an individual entity.

The maximum subsidy for overall investment by an individual entity under ATUFS will be restricted to Rs. 30 crore.

5. The detailed guidelines of the scheme will be issued separately.

(Pushpa Subrahmanyam)

Additional Secretary to the Government of India

मेवाड चेम्बर ऑफ कॉमर्स एण्ड इण्डस्ट्री ने अमेन्डेड टफ योजना घोषित करने के लिए केन्द्रीय कपड़ामंत्री श्री संतोष गंगवार, वित्त राज्यमंत्री श्री जयन्त सिन्हा, माननीय राज्यसभा सांसद श्री वी पी सिंह एवं माननीय सांसद भीलवाडा श्री सुभाष बहेडिया के प्रति आभार व्यक्त किया है। नई योजना लागू होने से उद्योगों को बकाया ब्याज अनुदान प्राप्त हो सकेगा एवं इससे भीलवाडा के टेक्सटाइल उद्योग में 200 करोड़ की तरलता बढ़ेगी एवं उद्योगों की स्थिति अभूतपूर्व सुधार होगा। टफ योजना को आगे जारी रखने, ब्याज अनुदान के लिए धनराशि जारी करने, डिले कण्डोनेशन टफ लोन के लिए आवश्यक आंवटन के संबंध में मेवाड चेम्बर के प्रतिनिधिमण्डल ने अध्यक्ष श्री अनिल मानसिंहका के नेतृत्व में अगस्त माह में दिल्ली में सांसद श्री वी पी सिंह के साथ वित्त राज्य मंत्री श्री जयन्त सिन्हा एवं राज्यसभा सांसद श्री वी पी सिंह एवं भीलवाडा सांसद श्री सुभाष बहेडिया के साथ कपड़ा मंत्री श्री संतोष गंगवार एवं वस्त्र सचिव से लम्बी मुलाकात की। ,

BANGLADESH TEXTILE INDUSTRY SETS EXPORT RECORD

Record exports for Bangladesh amid growing demand for cheap clothing

While the rest of Asia disappointed in terms of export revenue in 2015, there was one surprising anomaly to the pattern – Bangladesh. Bangladeshi export earnings rose to \$3.2bn last December, thereby setting a new record for the South Asian country. This phenomenal success can be attributed to Bangladesh's growing apparel industry, which accounted for over 83 percent of December's figures.

The country's GDP is expected to grow to 6.7 percent this year, which will make Bangladesh one of the fastest growing economies in the world

As global demand for cheap clothing rises rapidly, Bangladesh's position as the second biggest exporter in the world continues to hold strong, which is mainly due to its large population and low labour costs. There is good reason for Dhaka to remain hopeful for the year ahead as well as exports account for 20 percent of Bangladesh's GDP, while clothing in particular contributes around 80 percent of all exports. In fact, according to the World Bank, the country's GDP is expected to grow to 6.7 percent this year, which will make Bangladesh one of the fastest growing economies in the world. That said, the road ahead is not completely clear for the industry. With the EU being a principle recipient of garments, accounting for 61 percent of exports, there is the continued slowdown of European economies to consider. Moreover, growing competition from Vietnam, which will grow fervently once the Trans Pacific Partnership is ratified sometime this year, could threaten Bangladesh's current global ranking. As such, Bangladeshi manufacturers will be forced to enhance productivity levels in order to maintain their competitive advantage.

Yet, even with these challenges ahead, as global trade picks up in the coming years, demand for Bangladeshi garments is also expected to increase, thereby prompting much-needed economic growth for the developing state.

(Source: Elizabeth Matsangou, World Finance, January 26, 2016)

मेवाड़ चेम्बर ऑफ कॉमर्स एण्ड इण्डस्ट्री, भीलवाड़ा कार्यकारणी समिति की बैठक दिनांक 8 जनवरी 2016

मेवाड़ चेम्बर ऑफ कॉमर्स एण्ड इण्डस्ट्री की कार्यकारणी समिति की बैठक दिनांक 08.01.2016 को सायं 4.00 बजे मेवाड़ चेम्बर भवन में आयोजित की गई। बैठक की अध्यक्षता अध्यक्ष श्री अनिल मानसिंहका ने की।

1 मानद महासचिव श्री एस पी नाथानी ने बताया कि गत बैठक दिनांक 12.10.2015 को आयोजित हुई थी। इसका कार्यवाही विवरण अक्टूबर 2015 की पत्रिका में प्रकाशित करके सभी को प्रेषित किया गया है। उपस्थित सदस्यों ने दिनांक 12.10.2015 की बैठक की कार्यवाही विवरण की पुष्टि की।

2 निम्न सदस्यों ने अनुपस्थिति चाही जो स्वीकृत की गई –

श्री वी के हमीरवासिया	बिरला सीमेन्ट वर्क्स
श्री एन एन जिन्दल	जिन्दल मार्बल प्रा लि
श्री प्रकाश माहेश्वरी	आरएसडब्ल्यूएम लिमिटेड, गुलाबपुरा
श्री जे के बागडोदिया	मंगलम यार्न एजेन्सीज
श्री आर पी अग्रवाल	एसआर टेक्सफेब प्रा लि

3 आमसभा एवं वार्षिक चुनाव की तिथियों का निर्धारण –मानद महासचिव ने बताया कि वार्षिक आमसभा एवं चुनाव के लिए तिथियों का निर्धारण किया जाना है। आपसी विचार विमर्श के बाद निम्न तिथियों का निर्धारण किया गया :-

मतदाता सूची को अन्तिम रूप	30 जनवरी 2016, शनिवार
मतदाता सूची का प्रकाशन	1 फरवरी 2016, सोमवार
नामांकन पत्र दाखिल करने की तिथि	15 फरवरी 2016, सोमवार
नामांकन वापस लेने की तिथि	17 फरवरी 2016, बुधवार
वार्षिक आमसभा एवं चुनाव	20 फरवरी 2016, शनिवार

4 वार्षिक आमसभा के लिए चुनाव अधिकारी का मनोनयन—सर्वसम्मति से पूर्वाध्यक्ष श्री ए के दुग्गड को चुनाव अधिकारी एवं चेम्बर के कार्यकारी अधिकारी श्री एम के जैन को उनका सहायक मनोनित किया गया।

5 नये सदस्यता प्रस्ताव &

मानद महासचिव ने निम्न नये सदस्यता प्रस्ताव कार्यकारणी समिति के सामने रखे। कार्यकारणी समिति ने सर्वसम्मति से निम्न नये सदस्यता प्रस्ताव स्वीकार किये –

क्र. सं.	श्रेणी	प्रस्तावित सदस्य नाम	प्रतिनिधि का नाम	
1	एसोसियेट्स	शंकरलाल रामपाल डाईकेम प्रा लि	श्री सुशीलकुमार इनानी	डाईकेम एवं निर्यात
2	एसोसियेट्स	जयकरणी सुटिंग प्रा लि	श्री महावीर झंवर	विविंग इकाई
3	एसोसियेट्स	कच्छ ब्राइमकेम इण्डस्ट्रीज	श्री संतोष अग्रवाल	नमक एवं निर्यात
4	एसोसियेट्स	स्वास्तिक पोलीटेक्स प्रा लि	श्री हेमन्त मानसिंहका	पीपी वूवन फेब्रिक्स एवं निर्यात
5	एसोसियेट्स	श्री राधेगोविन्द रिसोर्ट प्रा लि	श्री मनीष लाठ	रियल एस्टेट
6	एसोसियेट्स	ग्लोस्टोन इण्डस्ट्रीज प्रा लि	श्री अभिनव जैन	क्वार्टर्ज व निर्यात

6 अन्य बिन्दु अध्यक्ष महोदय की अनुमति से –

मानद महासचिव श्री एस पी नाथानी ने बताया कि वरिष्ठ उपाध्यक्ष के रूप में कार्यरत श्री एल एस शैखावत का हिन्दुस्तान जिक में रामपुरा आगुचा से अन्यत्र स्थानान्तरण हो गया है एवं वरिष्ठ उपाध्यक्ष का पद रिक्त हो गया है। सदस्यों ने सर्वसम्मति से इस पद पर उपाध्यक्ष श्री दिनेश नौलखा को वरिष्ठ उपाध्यक्ष के रूप में नियुक्त करने का निर्णय लिया। उपाध्यक्ष के रूप में रिक्त पद पर उपाध्यक्ष नम्बर तीन के रूप में हिन्दुस्तान जिक रामपुरा आगुचा में नवनि्युक्त लोकेशन हेड श्री पी के जैन को मनोनित करने का निर्णय लिया गया।

अन्त में कार्यकारणी समिति की बैठक सधन्यवाद समाप्त हुई।

(सूर्य प्रकाश नाथानी)

मानद महासचिव

कार्यकारणी समिति की दिनांक 08.01.2016 को उपस्थित सदस्यों की सूची निम्नानुसार है —

- | | | |
|----|-----------------------|-------------------------------|
| 1 | श्री अनिल मानसिंहका | शारदा स्पूनटेक्स प्रा लि |
| 2 | श्री एस पी नाथानी | नाथानी फार्म |
| 3 | श्री वी के सोडानी | संगम इण्डिया लिमिटेड |
| 4 | डॉ पी एम बेसवाल | रंजन सुटिंग प्रा लि |
| 5 | श्री दिनेश नौलखा | नितिन स्पिनर्स लिमिटेड |
| 6 | श्री दीपक अग्रवाल | एम आर विविंग मिल्स लिमिटेड |
| 7 | श्री जी सी जैन | संगम इण्डिया लिमिटेड |
| 8 | श्री वी एस तिवाडी | टीपीएल इण्डस्ट्रीज लिमिटेड |
| 9 | श्री मुकेश अग्रवाल | सुपर इलेक्ट्रॉनिक्स |
| 10 | श्री रामगोपाल अग्रवाल | फर्नीचर हाउस |
| 11 | श्री पी एस तलेसरा | तलेसरा इलेक्ट्रीक स्टोर |
| 12 | श्री एस एल पोखरना | राजस्थान कॉमर्शियल कॉर्पोरेशन |
| 13 | श्री आर के जैन | भीलवाडा चेप्टर ऑफ आईसीएसआई |
| 14 | श्री ए के सोमाणी | ए के सोमाणी एण्ड एसोसियेट |
| 15 | श्री के के मोदी | मोडटेक्स टेक्स्टाइल्स प्रा लि |
| 16 | डॉ अशोक सिंघल | |
| 17 | श्री वी के मानसिंहका | |

पाँच साल में 8 हजार करोड़ का निवेश करेगी हिन्दुस्तान जिंक

जस्ता,सीसा और चांदी उत्पादन में विश्व में अग्रणी हिंदुस्तान जिंक ने 10 जनवरी 2016 को 50 वर्ष पूरे कर लिए। इसके साथ ही कंपनी यह साल स्वर्ण जयंती वर्ष के रूप में मनाएगी। वह पांच साल में खदानों, स्मेल्टर के विस्तार, विकास और नए संयंत्र की स्थापना पर 8000 करोड़ रुपए निवेश करेगी। कम्पनी के अधिकारियों ने वेदांता समूह के चेयरमैन श्री अनिल अग्रवाल के हवाले से यह जानकारी दी। ग्लोबल बिजनेस जिंक के प्रेसिडेंट श्री अखिलेश जोशी ने बताया, कंपनी आने वाले पांच साल में अयस्क उत्पादन 9.36 लाख टन से बढ़ाकर 14 लाख टन, धातु उत्पादन 85 हजार टन से बढ़ाकर 1.10 लाख टन करेगी। पिछले वर्षों में 12000 करोड़ रुपए के निवेश से जिंक ने परिसंपत्तियों के विकास के साथ-साथ श्रमिकों को भी लाभ पहुंचाया है। कार्यकारी अधिकारी श्री सुनील दुग्गल ने बताया हम गेल्वेनाइजिंग की अन्य संभावनाओं को तलाश रहे हैं। इसमें से कार बॉडी और संरचनाओं में गेल्वेनाइजिंग का उपयोग शामिल हैं।

देबारी में बनेगा नया उर्वरक प्लांट

कॉर्पोरेट कम्प्युनिकेशन हेड श्री पवन कौशिक ने बताया कि हिंदुस्तान जिंक देबारी स्थित फर्टिलाइजर प्लांट में 50,000 टन सालाना क्षमता का डाई अमोनियम उर्वरक प्लांट लगाएगी। इसमें करीब 1350 करोड़ रुपए की लागत आएगी।

सुदिवा स्पिनर्स को रियायत का प्रस्ताव मंजूर

राज्य सरकार ने निवेश प्रोत्साहन स्कीम के तहत जिले के सरैरी क्षेत्र में संचालित सुदिवा स्पिनर्स को विभिन्न रियायतें प्रदान करने का निर्णय किया है। रिसर्जेंट राजस्थान में कम्पनी ने प्लांट विस्तार के लिए 115 करोड़ रुपए के निवेश का एमओयू किया था। यह निर्णय मुख्यमंत्री वसुधरा राजे की अध्यक्षता में जयपुर में हुई राज्य मंत्रिमण्डल की बैठक में किया गया।

निवेश प्रोत्साहन योजना के तहत कंपनी को प्रथम 7 वर्ष तक ब्याज में 6 प्रतिशत की छूट मिलेगी। बिजली बिल में भी 10 वर्ष तक 50 प्रतिशत की छूट मिलेगी। बाहर के माल को मंगाने पर एन्ट्री टैक्स में भी 75 प्रतिशत की छूट मिलेगी।

कम्पनी के इस निवेश से 535 लोगों को रोजगार मिलेगा। रियायतों के प्रस्ताव को मंजूरी देकर नवम्बर में हुए रिसर्जेंट राजस्थान में हुए एमओयू को क्रियान्वित कर निवेश प्रस्तावों को हकीकत के धरातल पर लाने का प्रयास किया गया है। सुदिवा स्पिनर्स ने इस निवेश के लिए 5 मई 2015 को मुम्बई में राज्य सरकार के साथ एमओयू किया था।

शत प्रतिशत कॉटन यार्न का उत्पादन

कंपनी के प्रबन्ध निदेशक श्री जे.सी. लढ़ा के अनुसार इस प्लान्ट में शत-प्रतिशत कॉटन यार्न का उत्पादन किया जाएगा। इसी माह उत्पादन शुरू करने वाले प्लान्ट में वर्तमान में 28560 स्पिण्डल लगे हुए हैं। निवेश प्रस्ताव को अनुमति मिलने से क्षेत्र के औद्योगिक विस्तार को गति मिलेगी।

रेल बजट के लिए सुझाव

मेवाड चेम्बर ऑफ कॉमर्स एण्ड इण्डस्ट्री की रेलवे एवं लोजिस्टिक सलाहकार समिति की बैठक में प्राप्त सुझावों के अनुसार, चेम्बर की ओर से माननीय रेलमंत्री श्री सुरेश प्रभु को रेल बजट 2016-17 के लिए निम्न सुझाव भेजे गये। साथ ही अजमेर मण्डल के मण्डल रेल प्रबंधक श्री नरेश सालेचा से प्राप्त फोन के अनुसार, मंत्रालय को उनके मार्फत भी सुझाव प्रेषित किए गये।

ट्रेन संख्या 12995/12996 अजमेर/उदयपुर-बान्द्रा टर्मिनल एक्सप्रेस को प्रतिदिन संचालित किया जाए -

भीलवाडा क्षेत्र की जनता की वर्तमान में सबसे बड़ी आवश्यकता मुम्बई के लिए प्रतिदिन ट्रेन की है। मुम्बई देश की आर्थिक राजधानी है एवं भीलवाडा देश का सबसे बड़ा सुटिंग उत्पादन केन्द्र है। अतः व्यापार, विद्यार्थी एवं आमजन की सुविधा के लिए ट्रेन संख्या 12995/12996 अजमेर/उदयपुर-बान्द्रा टर्मिनल एक्सप्रेस को सप्ताह में तीन दिन के बजाय, अजमेर-भीलवाडा क्षेत्र से मुम्बई के लिए यात्री भार को देखते हुए प्रतिदिन संचालित किया जावे।

जयपुर-उदयपुर इन्टरसिटी 09721/09722 होलीडे एक्सप्रेस को नियमित करने हेतु -

वर्तमान में जयपुर-उदयपुर इन्टरसिटी 09721/09722 होलीडे एक्सप्रेस के रूप करीब पिछले दो वर्ष से संचालित है एवं इसका संचालन समय-समय पर बढ़ाया जा रहा है, जिसके लिए हम रेलवे प्रशासन के आभारी हैं। यात्री भार को देखते हुए इस ट्रेन को नियमित ट्रेन के रूप में संचालित किया जाये।

22901/22902 उदयपुर-बान्द्रा टर्मिनल राज्य रानी एक्सप्रेस के लिए अजमेर से लिंक ट्रेन चलाने के लिए -

उदयपुर से संचालित ट्रेन 22901/22902 बान्द्रा टर्मिनल ट्रेन के लिए अजमेर से लिंक ट्रेन प्रारम्भ की जाए। जो कि चित्तौडगढ़ पर इस ट्रेन से अमलगमेट/बाईफरकेट होकर बान्द्रा के लिए संचालित हो सके। वर्तमान में भीलवाडा से मुम्बई के लिए सप्ताह में केवल तीन दिन ही ट्रेन उपलब्ध है। इस लिंक ट्रेन से अजमेर/भीलवाडा क्षेत्र के यात्रियों को भी मुम्बई के लिए सप्ताह में छः दिनों के लिए ट्रेन सेवा प्राप्त हो सकेगी।

इन्दौर से जयपुर वाया रतलाम प्रतिदिन ट्रेन प्रारम्भ करने हेतु &

रतलाम से इन्दौर का रेलमार्ग ब्रोडगेज में परिवर्तन का कार्य पूरा हो चुका है, साथ ही रतलाम रेलवे स्टेशन पर अजमेर-रतलाम रेल मार्ग को इन्दौर लाइन से जोड़ने का लूप निर्माण कार्य भी पूरा हो चुका है। पूर्व में इन्दौर रतलाम-अजमेर-जयपुर वाया फतिहाबाद-बडनगर प्रतिदिन ट्रेन संचालित थी। अब इस मार्ग का निर्माण कार्य पूरा होने के बाद, इस मार्ग से एक ट्रेन प्रतिदिन संचालित की जाए।

इन्दौर-अजमेर-दिल्ली प्रतिदिन ट्रेन प्रारम्भ करने हेतु &

इसी तरह इन्दौर से दिल्ली के लिए एक प्रतिदिन ट्रेन वाया रतलाम-अजमेर से संचालित की जाए। इन्दौर से दिल्ली वाया रतलाम का मार्ग अन्य मार्ग की अपेक्षा कम दूरी का है, साथ ही इससे यात्रियों को चित्तौडगढ़, अजमेर आदि पर्यटन स्थलों से जुड़ने का अवसर प्राप्त होगा।

ट्रेन संख्या 12719/12720 अजमेर-हैदराबाद ट्रेन सप्ताह में दो दिन के बजाय प्रतिदिन संचालन हेतु -

वर्तमान में ट्रेन संख्या 12719/12720 अजमेर-हैदराबाद ट्रेन सप्ताह में दो दिन संचालित है। दक्षिण भारत के लिए अजमेर-भीलवाडा क्षेत्र से यात्रियों के भार एवं आवश्यकता को देखते हुए इस ट्रेन को प्रतिदिन संचालित किया जाए।

अजमेर से वाया चित्तौडगढ़-रतलाम होकर चैन्नई के लिए ट्रेन संचालन हेतु -

वर्तमान में अजमेर से वाया चित्तौडगढ़-रतलाम मार्ग से दक्षिण भारत के लिए कोई ट्रेन संचालित नहीं है। भीलवाडा एवं चित्तौडगढ़ का व्यावसायिक दृष्टि से चैन्नई से करोड़ रुपये का टेक्सटाइल एवं मार्बल का कारोबार होता है। यात्रियों की सुविधा के लिए अजमेर से वाया चित्तौडगढ़-रतलाम होकर चैन्नई के लिए एक नई ट्रेन संचालित की जाए।

इन्दौर-रतलाम डेमू को भीलवाडा से संचालन हेतु -

वर्तमान में एक डेमू ट्रेन भीलवाडा से रतलाम के लिए एवं दूसरी डेमू ट्रेन रतलाम से इन्दौर के लिए संचालित है। अतः इन दो डेमू ट्रेनों के स्थान पर एक डेमू ट्रेन प्रतिदिन इन्दौर से भीलवाडा के मध्य संचालित किया जाए।

मेमू कोच फेक्ट्री की स्थापना हेतु -

तीन वर्ष पूर्व रेल बजट में भीलवाडा जिले में मेमू कोच फेक्ट्री की स्थापना की घोषणा की गई थी। तदनुसार राज्य सरकार ने इस फेक्ट्री की स्थापना के लिए आवश्यक भूमि 1292.14 बीघा का आंवटन जिले के रुपाहेली क्षेत्र में कर दिया गया था। रेलवे प्रशासन

द्वारा उक्त भूमि अधिग्रहित कर, सीमांकन कर इस उद्योग की स्थापना हेतु शिलान्यास भी किया गया था। इस उद्योग का निर्माण भारत हेवी इलेक्ट्रीकल्स लिमिटेड द्वारा किया जा रहा है। इसके लिए भारत हेवी इलेक्ट्रीकल्स लिमिटेड के वरिष्ठ अधिकारियों एवं विशेषज्ञों की एक टीम ने अगस्त 2013 में प्रारम्भिक निरीक्षण एवं सर्वे भी पूरा कर लिया है। इसके बाद तत्कालीन रेलमंत्री माननीय सदानन्द गौड़ा द्वारा इस उद्योग की स्थापना की प्रारम्भिक कार्यवाही हेतु बजट आवंटन भी किया गया था। लेकिन स्थापना की दिशा में कुछ विशेष प्रगति नहीं हुई है। अतः आपसे सादर निवेदन है कि रेलवे प्रशासन को उक्त फेक्ट्री स्थापना हेतु त्वरित कार्यवाही करने एवं रेल बजट में आवश्यक धनराशि का प्रावधान करने की कृपा करावें, जिससे रेलवे की मेमू कोच की आवश्यकता की पूर्ति भी हो सकेगी। इससे माननीय प्रधानमंत्री का मेक इन इण्डिया भी साकार होगा क्योंकि वर्तमान में मेमू कोच आयातित किए जा रहे हैं।

पेमेन्ट ऑफ बोनस एक्ट में संशोधन, दिनांक 31 दिसम्बर 2015

The Union Cabinet decided to double the wage ceiling for calculating bonus to Rs 7,000 per month for factory workers and establishments with 20 or more workers.

“The Payment of Bonus (Amendment) Bill, 2015 to enhance the monthly bonus calculation ceiling to Rs 7,000 per month from existing Rs. 3,500 was approved by Union Cabinet here,” a source said after the Cabinet meeting. The amendment bill will be made effective from April 1, 2015. Now the bill will be tabled in Parliament for approval. The bill also seeks to enhance the eligibility limit for payment of bonus from the salary or wage of an employee from Rs. 10,000 per month to Rs. 21,000.

The Payment of Bonus Act 1965 is applicable to every factory and other establishment in which 20 or more persons are employed on any day during an accounting year. The bill also provides for a new proviso in Section 12 which empowers the central government to vary the basis of computing bonus. At present, under Section 12, where the salary or wage of an employee exceeds Rs. 3,500 per month, the minimum or maximum bonus payable to employees are calculated as if his salary or wage were Rs. 3,500 per month.

The last amendment to both the eligibility limit and the calculation ceilings under the said Act was carried out in 2007 and was made effective from April 1, 2006. This amendment in the Act to increase wage ceiling and bonus calculation ceiling was one of assurances given by the Centre after 10 central trade unions went on one-day strike on September 2. The government had hinted at meeting workers' aspirations on nine out of 12 demands submitted by the unions.

(From:- The Hindu, October 21, 2015)

इस विषय में मेवाड चेम्बर की ओर से विभिन्न केन्द्रीय मंत्रालयों को निम्न प्रारूप में प्रतिवेदन भेजे गये –

उक्त गजट नोटिफिकेशन द्वारा पेमेन्ट ऑफ बोनस एक्ट में दिनांक 31 दिसम्बर 2015 से संशोधन किया जाकर, संशोधित प्रावधानों को 1 अप्रैल 2014 से लागू किया गया है। उद्योग जगत की ओर से हम गजट में किए गये संशोधनों का स्वागत करते हैं। लेकिन इस सन्दर्भ में निवेदन है कि उक्त प्रावधानों को 1 अप्रैल 2014 से लागू करना व्यवहारिक दृष्टि से उचित नहीं है क्योंकि सभी कम्पनियों, उद्योगों आदि की 31 मार्च 2015 के लेखा-जोखा अन्तिम रूप दिया जाकर, ऑडिट आदि होकर आयकर एवं अन्य रिटर्न भी दाखिल किए जा चुके हैं, ऐसे में वर्ष 2014-2015 के लिए बोनस भुगतान की अतिरिक्त जिम्मेदारियों को लेखा-जोखा में सम्मिलित किया जाना व्यवहारिक नहीं है। अतः संशोधित प्रावधानों को 1 अप्रैल 2014 के बजाय 1 अप्रैल 2015 से लागू किया जाना चाहिए।

संशोधित प्रावधानों के अनुसार बोनस गणना का आधार 3500 रुपये प्रतिमाह वेतन से बढ़ाकर 7000 रुपये प्रतिमाह वेतन अथवा न्यूनतम वेतन पर आधारित की गई है, साथ ही बोनस प्राप्त करने के अधिकारी कामगार की मासिक वेतन की राशि 10 हजार रुपये से बढ़ाकर 21 हजार रुपये की गई है। इन दोनों प्रावधानों से वर्ष 2014-2015 के लिए भुगतान कर दिए गये बोनस का पुनःनिर्धारण एवं भुगतान करना होगा। लेखा-जोखा अन्तिम रूप दिए जाने एवं उन पर आधारित आयकर एवं अन्य भुगतान कर दिए जाने से कम्पनियों के सामने बहुत व्यवहारिक कठिनाइयां होंगी। अतः जैसा कि उपर्युक्त निवेदन किया गया है संशोधित प्रावधानों को 1 अप्रैल 2014 के बजाय 1 अप्रैल 2015 से लागू किया जाना चाहिए।

उक्त संबंध में यह भी निवेदन है कि राष्ट्रीय समाचार पत्रों – दी हिन्दु, जागरण, इकोनोमिक टाइम्स में 21 अक्टूबर 2015 को उक्त प्रावधानों के केबिनेट द्वारा मंजूरी के समाचार प्रकाशित किए गये थे, उक्त समाचार पत्रों में नये प्रावधानों को 1 अप्रैल 2015 से लागू करने की स्वीकृति के समाचार प्रकाशित थे। आशा है मंत्रालय द्वारा इस पर उचित विचार किया जाकर संशोधित गजट नोटिफिकेशन शीघ्र ही जारी किया जाएगा।

TO ALLOW UTILIZATION AND CARRY FORWARD OF BALANCE OF CREDIT IN EDUCATION CESS, SECONDARY & HIGHER SECONDARY CESS, AED (T & TA) IN GST.

On the above subject following representations have been sent to the Hon'ble Minister of Finance, Chairman, Central Board of Excise & Customs and other related offices.

We wish to submit that after increase of service tax rates from 12% to 14% w.e.f. 01.03.2015, Education Cess and Secondary & Higher Secondary Cess has been abolished. Prior to this AED (T&TA) was also abolished as a duty of Central Excise w.e.f. 09.07.2004.

S. No.	Nature of duty	Date
1	Education Cess (EC)	01.03.2015
2	Secondary & Higher Secondary Cess (SHE Cess)	01.03.2015
3	AED (T & TA)	09.07.2004

Further it is submitted that all the above three levies were eligible for input credit and accordingly all manufacturers were availing credit of above said duties paid on procurement of inputs and utilizing the same as per Cenvat Credit Rules, 2004, till the same were abolished. However, since such duties have been abolished on final products w.e.f. the dates as mentioned above, the manufacturers could not utilize the balance of such credit lying in their cenvat credit account on the date when such duties were abolished. Further, so far no mechanism has been provided to utilize such balance in credit or transfer or to transfer of the unutilized balance to basic excise duty and therefore, such balance is continuing with the manufacturers.

It is submitted that manufacturers have paid such duties to the supplier of input and input services who in turn paid such duty to the credit of Central Government and therefore, Government has already received such amount. Therefore, not granting of any mechanism for utilization of the balance in credit has blocked the funds of all the manufacturers who have already borne incidents such duty and Government has received such duty.

Large amount of funds of manufacturers has been blocked because of change in provisions of law. It is further humbly requested to provide some mechanism either for refund or for utilization of the above said unutilized balance to the manufacturers.

It would be relevant to mention here that earlier also in similar circumstances balance of credit was allowed to be utilized. Reference can be made to abolition of AED (GSI) in the budget of 2003 and corresponding suitable amendment was made in Cenvat Credit Rules for allowing utilization of balance of credit of AED (GSI) existing prior to 1.3.2003. Further, circular No. 700/16/2-003-CX dated 6.3.2003 and circular No. 751/67/2003-CX dated 30.9.2003 were issued. Same precedence should be followed in case of above said three levies also.

Similar clarifications were issued when special excise duty (SED) was abolished vide circular No. 7/93-CX6 dated 23.4.1993 and circular No. 23/86 dated 27.6.1986. Further, till the time such mechanism for refund/ utilization is granted we apprehend that GST may also come in force and therefore, in that eventuality we request that a suitable provision is contained in GST laws to carry forward such balances in credit into GST and further to allow for utilization against payment of GST.

TEXTILES MINISTRY URGES TO REVIEW THE PROPOSED EFFLUENT NORMS

The Textiles Ministry has urged the Ministry of Environment and Forests to review its proposal to mandate virtually to textile units to reduce their effluent discharge to zero, as most of the domestic processing industry is largely unorganized and consists of small and medium units. The proposed norms are inflexible in terms of capital investment and it would also have high recurring expenditure, it could lead to closure of many units. Textiles Secretary SK Panda in his letter to the Ministry of Environment and Forests stated that the proposed standards are "too stringent" and it would make the zero liquid discharge commercially non-viable. The secretary insisting on zero liquid discharge standards said that it will lead to closure of the industry and due to that people may lose their jobs. The proposed standards seek to lay down zero liquid discharge for textile processing units where water discharge is greater than 25 KLD (kilolitres per day). Speaking on the issue, the outgoing secretary Panda further said that the norms could be implemented in a phased manner.

The Textiles Ministry has held several meetings with the industry representatives, textile research associations and Indian Institute of Technology on the issue. A committee has already been formed for studying the existing technologies of effluent treatment, he said. In fact, in the short-term best available technology can be introduced and for the long-term R&D would be pursued for developing cleaner and more cost-effective options. The domestic industry has also raised their concerns on the move and has requested to review the proposed environmental standards. India's share in global apparel and garment industry is only 3.8% and efforts should be put to increase this.

(Source: YarnsandFibers News Bureau, January 01, 2016)

GUIDELINES FOR IMPLEMENTATION OF REVISED GROUP INSURANCE SCHEME FOR POWERLOOM WORKERS

INTRODUCTION :

The Government of India had introduced the Group Insurance Scheme for Powerloom Weavers from 1st July, 2003 which is a combination of Janshree Bima Yojana (JBY) and Add-on Group Insurance Scheme (AGIS). The Scheme was revised w.e.f. 1st January, 2008 and the revised Scheme was known as Group Insurance Scheme for Powerloom Weavers. This Scheme is implemented in collaboration with the Life Insurance Corporation of India.

It is proposed to continue the said insurance scheme during 12th Plan period with certain modifications with effect from 1st September, 2012. The scheme will continue to be known as Group Insurance Scheme for Powerloom Weavers.

OBJECTIVE:

The basic objective of this scheme is to provide insurance cover to the powerloom weavers in the case of natural death, accidental death as well as partial and permanent disability due to accident.

ELIGIBILITY :

- 1) The Powerloom weavers who are between 18 to 59 years of age.
- 2) The scheme will be universally applicable for powerloom workers/weavers irrespective of their status with reference to BPL/APL categories.
- 3) The scheme is applicable to the families of powerloom workers engaged in the activity of weaving on powerlooms and in allied preweaving/preparatory activities like twisting, winding, warping and sizing. Self employed weaver families owning not more than 4 looms will also be eligible.
- 4) Family for the purpose of the scheme shall be the beneficiary and his/her spouse and only one of them shall be eligible for coverage.
- 5) The scheme is operational on yearly basis i.e. the premium paid will cover the applicant under this insurance scheme for one year. He can continue the insurance every year during 12th Plan period by paying premium up to the age of 59 years.

SALIENT FEATURES OF THE SCHEME :

The present GIS scheme will have only one component and the benefits and the premium under the scheme will be as under.

BENEFITS :

- A. In the event of death of the member, Sum Assured of Rs.60,000 will become payable to the nominee.
- B. In the event of death by accident or Partial/Total Permanent Disability due to accident, the following benefit shall be payable:
 - ☐ On death due to accident Rs. 1,50,000/-
 - ☐ Permanent total disability due to accident Rs. 1,50,000/-
 - ☐ Permanent partial disability due to accident Rs. 75,000/-

ADDITIONAL BENEFITS

In addition to above, a worker enrolled under this scheme will also be entitled for educational grant of Rs.600/- per child per half year for two children studying in IXth Standard to XIIth standard for a maximum period of 4 years under Shiksha Sahayog Yojana (SSY).

- ☐ If a student fails and is detained in the same standard, he will not be eligible for scholarship for the next year in the same standard.
- ☐ If the premium under this scheme is not paid on renewal date, the child shall not be eligible for scholarship.
- ☐ The final selection for the scholarship shall be based on the criteria of poorest of the poor, as the number of scholarships is limited.
- ☐ The member of the scheme whose child is eligible for scholarship shall fill up an application form (available with the nodal agency) and submit to the nodal agency. The applications duly filled in and certified will be sent along with the list of beneficiary students by the nodal agency to the concerned LIC (P&GS) Unit for disbursement of scholarship under "Shiksha Sahayog Yojana". The scholarship will be disbursed to the beneficiary students through the concerned agency. LIC will send the Account Payee Cheque in the name of the nodal agency along with list of beneficiary students who will pass on the scholarship to eligible students.
- ☐ Nodal agency has to maintain records and submit certificate of utilization periodically to LIC (P&GS) Unit.

PREMIUM :

- ☐ The annual premium of Rs.470/- per member will be shared as under:

- ☐ Government of India contribution Rs.290/-
- ☐ Workers/Weavers' contribution Rs. 80/-
- ☐ Contribution from social security fund Rs.100/-
- ☐ Total premium Rs.470/-

OPERATIONAL MODALITIES :

1. The scheme will be jointly implemented by the Office of Textile Commissioner and the LIC of India.
2. The Regional Offices (RO) of Textile Commissioner shall be the nodal agencies for implementation of this scheme except in case of Karnataka, where the nodal agency will be Karnataka State Textile Infrastructure Development Corporation Ltd. (KSTIDC), Bangalore. Their responsibilities include sensitising the powerloom workers/weavers about the benefits of the scheme, enrolling as many powerloom workers/weavers as possible under the scheme and facilitating them in filling the applications.
3. The Nodal Agencies will mobilise the powerloom workers/weavers for becoming members of this scheme through the respective Powerloom Service Centres (PSCs) covering major powerloom clusters.
4. A prospective beneficiary shall be required to fill up an application-cum-nomination form and submit the same to the nodal agency along with his share of the premium. There shall be no requirement of Photo-Identity card or any documentary proof of age. No medical certificate is required and self-certification would be sufficient for the purpose.
5. The PSCs, ROs and KSTIDC would enroll the powerloom workers/weavers as members under the scheme, collect their premium and send the applications along with premium to the respective RO / KSTIDC as the case may be by 25th of each month, the premium amount should be sent to the RO / KSTIDC in the form of demand draft drawn in favour of LIC and payable at the location of the concerned jurisdictional LIC office. The ROs and KSTIDC as the case may be, on receipt of the details and the premium, will compile the applications received from workers as one Group, along with the amount of premium received from beneficiary and submit it to the concerned Regional Office of the LIC by the last working day of the month.
6. These nodal agencies would be given the responsibility and accountability to ensure that the contribution of workers/weavers reach in time so that they are not deprived of the insurance benefits of the scheme as well as for ensuring that workers/weavers are not inconvenienced in getting their claim.
7. On receipt of the list of beneficiaries along with the applications and the premium amount, the LIC would issue the master policy from the 1st day of the following calendar month.
8. The premium once paid shall not be refunded.
9. In the event of non-payment of the insurance premium for the next year by the member, the insurance cover shall automatically cease. The beneficiary will however be free to rejoin the scheme thereafter on payment of required premium.
10. In case a powerloom worker changes his employment during the period of insurance cover from one unit to another, he / she, being the beneficiary of the scheme, shall intimate about such change to the nodal agency.
11. On receipt of funds from the Government, towards its share of premium, Office of the Textile Commissioner would release the fund to the concerned Regional office of LIC, based on the number of workers enrolled during each month in the concerned region.
12. The above arrangements in effect, amount to each RO/ KSTIDC having maximum of 12 groups in one year and the LIC would issue a Master Policy for each group i.e. a maximum of 12 policies in a year to a RO/ KSTIDC.
13. An amount of Rs.10/- per worker would be earmarked for the purpose of publicity and administrative charges of the scheme unless and until modified.

CLAIM PROCEDURE:

In case of death or disability, nominee/ beneficiary concerned shall submit his/ her claim to the LIC through the Nodal Agency with required documentary evidence such as death certificate/ police complaint (FIR) in the case of accident / post-mortem examination report/ medical certificate/ discharge certificate and other related documents, as applicable. The nodal agency will arrange to forward the same along with the claim papers to LIC i.e.; the Branch which has originally finalised the insurance cover. LIC will settle the claims by sending A/c Payee Cheque / NEFT / RTGS directly to the beneficiary; however, intimation to this effect has to be furnished to the nodal agency concerned.

MONITORING AND EVALUATION:

Monitoring of the progress of the Scheme will be done by Textile Commissioner who will send a monthly physical and financial progress reports to the Ministry of Textiles. Evaluation of performance of the scheme would be done by an independent agency.

बैंक किरायेदार से मकान खाली नहीं करवा सकती

माननीय सर्वोच्च न्यायालय के 20 जनवरी 2016 को दिये गये निर्णय के तहत बैंक उन ऋणों की वसूली के लिए किरायेदारों को घर से बेदखल नहीं कर सकते जो सम्पत्ति के मालिकों द्वारा नहीं चुकाए गये हो। इस फेसले का प्रभाव ससंद द्वारा बैंको को ऋण नहीं चुकाने वालों से वसूली करने के लिए बनाये गये सक्विरोरिटाइजेशन एण्ड रिकन्स्ट्रक्शन ऑफ फायनेशियल असेट्स कानून वाले मामलों पर पड़ेगा। इस दुरगामी फेसले का पूरा विवरण यहां प्रकाशित किया जा रहा है।

Vishal N Kalsaria vs Bank Of India & Ors on 20 January, 2016

Bench: V. Gopala Gowda, Amitava Roy

CRIMINAL APPEAL NO. 52 OF 2016 (Arising out of SLP (Crl.) No.8060 of 2015)

J U D G M E N T

V. GOPALA GOWDA, J.

The applications for impleadment are allowed.

Leave granted in all the special leave petitions.

In the present batch of appeals, the broad point which requires our attention and consideration is whether a 'protected tenant' under The Maharashtra Rent Control Act, 1999 (in short the 'Rent Control Act') can be treated as a lessee, and whether the provisions of The Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (in short, the 'SARFAESI Act') will override the provisions of the Rent Control Act. How can the right of the 'protected tenant' be preserved in cases where the debtor-landlord secures a loan by offering the very same property as a security interest either to Banks or Financial Institutions, is also the essential legal question to be decided by us.

In all the appeals, the same question of law would arise for consideration. For the sake of convenience and brevity, we would refer to the relevant facts from the appeal arising out of S.L.P.(Crl.) No.8060 of 2015, which has been filed against the impugned judgment and order dated 29.11.2014 in M.A.No. 123 of 2011 in Case No.237 of 2010 passed by the learned Chief Metropolitan Magistrate, Esplanade, Mumbai, wherein the application of the appellant herein for impleadment as intervenor as well as stay of the order dated 08.04.2011 passed in Case No.237 of 2010 by the learned Magistrate, Esplanade, Mumbai, was dismissed.

Respondent Nos. 4 and 5 had approached the Bank of India (Respondent No.1) (in short “the respondent Bank”) for a financial loan, which was granted against equitable mortgage of several properties belonging to them, including the property in which the appellant is allegedly a tenant. The respondent nos. 4 and 5 failed to pay the dues within the stipulated time and thus, in terms of the SARFAESI Act, their account became a non- performing asset. On 12.03.2010, the respondent-Bank served on them notice under Section 13(2) of SARFAESI Act. On failure of the respondents to clear the dues from the loan amount borrowed by the above respondent nos. 4 and 5 within the stipulated statutory period of 60 days, the respondent-Bank filed an application before the Chief Metropolitan Magistrate, Mumbai under Section 14 of the SARFAESI Act for seeking possession of the mortgaged properties which are in actual possession of the Appellant. The learned Chief Metropolitan Magistrate allowed the application filed by the respondent-Bank vide order dated 08.04.2011 and directed the Assistant Registrar, Borivali Centre of Courts to take possession of the secured assets. On 26.05.2011, the respondent no.4 served a notice on the appellant, asking him to vacate the premises in which he was residing within 12 days from the receipt of the notice. The appellant fearing eviction, filed a Rent Suit R.A.D. Suit No. 913 of 2011 before the Court of Small Causes, Bombay. Vide order dated 08.06.2011, the Small Causes Court allowed the application and passed an ad interim order of injunction in favour of the appellant, restraining respondent no.4 from obstructing the possession of the appellant over the suit premises during the pendency of the suit. In view of the order dated 08.06.2011, the appellant then filed an application as an intervenor to stay the execution of the order dated 08.04.2011 passed by the Chief Metropolitan Magistrate. The learned Chief Metropolitan Magistrate vide order dated 29.11.2014 dismissed the application filed by the appellant by placing reliance on a judgment of this Court rendered in the case of Harshad Govardhan Sondagar v. International Assets Reconstruction Co. Ltd. & Ors.[1]. Dismissing the application, the learned judge held as under:

“3. ...the Hon'ble Supreme Court has held that the alleged tenant has to produce proof of execution of a registered instrument in his favour by the lessor. Where he does not produce proof of execution of a registered instrument in his favour and instead relies on an unregistered instrument or oral agreement accompanied by delivery of possession, the Chief Metropolitan Magistrate or the District Magistrate, as the case may be, will have to come to the conclusion that he is not entitled to the possession of the secured asset for more than a year from the date of the instrument or from the date of delivery of possession in his favour by the landlord.

4. It is to be highlighted that the intervenor did not place on record any registered instrument to fulcrum his contention. So, in view of the ratio laid down in Harshad Sondagar's case (cited supra), I hold that the intervenor is not entitled to any protection

under the law.” The learned Chief Metropolitan Magistrate further held that when the secured creditor takes action under Section 13 or 14 of the SARFAESI Act to recover the possession of the secured interest and recover the loan amount by selling the same in public auction, then it is not open for the Court to grant an injunction under Section 33 of the Rent Control Act. The learned Chief Metropolitan Magistrate further held that the order dated 08.06.2011 passed by the Small Causes Court, Mumbai cannot be said to be binding upon the respondent-Bank, especially in the light of the fact that it was not a party to the proceedings. Hence the present appeal filed by the appellant.

We have heard the learned counsel for both the parties.

Before we consider the submissions advanced by the learned counsel appearing on behalf of the parties, it is essential to first appreciate the provisions of law in question.

The Maharashtra Rent Control Act, 1999, which repealed the Bombay Rent Act, 1947 was enacted by the state legislature of Maharashtra under Entry 18 of List II of the Seventh Schedule of the Constitution of India to consolidate and unify the different provisions and legislations in the State which existed pertaining to rent and the landlord-tenant relationship. The Statement of objects and reasons of the Rent Control Act reads, inter alia, as under:

“1. At present, there are three different rent control laws, which are in operation in this State. All these three laws have different provisions and the courts or authorities which have the jurisdiction to decide matters arising out of these laws are also not uniform. The Procedures under all the three laws are also different in many of the material aspect.

2. Many features of the rent control laws have outlived their utility. The task, therefore, of unifying, consolidating and amending the rent control laws in the State and to bring the rent control legislation in tune with the changed circumstances now, had been engaging the attention of the Government.

3. In the meantime, the Central Government announced the national housing policy which recommends, inter alia, to carry out suitable amendments to the existing rent control laws for creating and enabling involvement in housing activity and for guaranteeing access to shelter for the poor. The National Housing Policy further recognized the important role of rental housing in urban areas in different income groups and low-income households in particular who cannot afford ownership house. The existing rent control legislation has resulted in a freeze of rent, very low returns in investment and difficulty in resuming possession and has adversely affected investment in rental housing and cause deterioration of the rental housing stock.” On the other hand, the SARFAESI Act was enacted by the Parliament with a view to regulate the securitisation and reconstruction of financial assets and enforcement of security interests against the debtor by securing the possession of such secured assets and recover the loan amount due to the Banks and Financial Institutions. The statement of objects and reasons of the SARFAESI Act reads as under:

"The financial sector has been one of the key drivers in India's efforts to achieve success in rapidly developing its economy. While banking industry in India is progressively complying with the international prudential norms and accounting practices, there are certain areas in which the banking and financial sector do not have a level playing field as compared to other participants in the financial markets in the world. There is no legal provision for facilitating Securitisation of financial assets of banks and financial institutions. Further, unlike international banks, the banks and financial institutions in India do not have power to take possession of securities and sell them. Our existing legal framework relating to commercial transactions has not kept pace with the changing commercial practices and financial sector reforms. This has resulted in slow pace of recovery of defaulting loans and mounting levels of non-performing assets of banks and financial institutions. Narasimham Committee I and II and Andhyarujina Committee constituted by the Central Government for the purpose of examining banking sector reforms have considered the need for changes in the legal system in respect of these areas."

(emphasis laid by this Court) The SARFAESI Act enacted under List I of the Constitution of India thus, seeks to regulate asset recovery by the Banks. It becomes clear from a perusal of the Statements of Objects and Reasons of the Rent Control Act and the SARFAESI Act that the two Acts are meant to operate in completely different spheres. So far as residential tenancy rights are concerned, they are governed by the provisions of the Rent Control Act which occupies the field on the subject.

The controversy in the instant case arises squarely out of the interpretation of a decision of this Court in the case of Harshad Govardhan Sondagar (supra). The fact situation facing the court in that case was similar to the one in the instant case. The premises which the appellants therein claimed to be the tenants of had been mortgaged to different banks as collateral security to such borrowed amount by the landlord/debtor. On default of payment of the borrowed amount by the landlords/debtors, the banks made application under Section 14(1) of the SARFAESI Act to the Chief Metropolitan Magistrate, praying that the possession of the premises be handed over to them in accordance with the provisions of the SARFAESI Act. This Court in the case of Harshad Govardhan Sondagar (supra) held as under: “34. In our view, therefore, the High Court has not properly appreciated the judgment of this Court in Transcore (supra) and has lost sight of the opening words of sub-section (1) of Section 13 of the SARFAESI Act which state that notwithstanding anything contained in Section 69 or Section 69A of the Transfer of Property Act, 1882, any security interest created in favour of any secured creditor may be enforced, without the

intervention of the court or tribunal, by such creditor in accordance with the provisions of the Act. The High Court has failed to appreciate that the provisions of Section 13 of the SARFAESI Act thus override the provisions of Section 69 or Section 69A of the Transfer of Property Act, but does not override the provisions of the Transfer of Property Act relating to the rights of a lessee under a lease created before receipt of a notice under sub-Section (2) of Section 13 of the SARFAESI Act by a borrower. Hence, the view taken by the Bombay High Court in the impugned judgment as well as in M/s Trade Well (supra) so far as the rights of the lessee in possession of the secured asset under a valid lease made by the mortgagor prior to the creation of mortgage or after the creation of mortgage in accordance with Section 65A of the Transfer of Property Act is not correct and the impugned judgment of the High Court insofar it takes this view is set aside.” (emphasis laid by this Court) Mr. Pallav Shishodia, the learned senior counsel appearing on behalf of the appellant in the appeal @ out of S.L.P. (C) No. 8060 of 2015 places reliance on the decision of this Court in Harshad Govardhan Sondagar (supra), to contend that prior tenancy in respect of the mortgaged property to the Bank is protected in terms of the Rent Control Act. The relevant paragraphs of the decision are quoted as under:

“25. The opening words of sub-section (1) of Section 14 of the SARFAESI Act also provides that if any of the secured asset is required to be sold or transferred by the secured creditor under the provisions of the Act, the secured creditor may take the assistance of the Chief Metropolitan Magistrate or the District Magistrate. Where, therefore, such a request is made by the secured creditor and the Chief Metropolitan Magistrate or the District Magistrate finds that the secured asset is in possession of a lessee but the lease under which the lessee claims to be in possession of the secured asset stands determined in accordance with 4 Section 111 of the Transfer of Property Act, the Chief Metropolitan Magistrate or the District Magistrate may pass an order for delivery of possession of secured asset in favour of the secured creditor to enable the secured creditor to sell and transfer the same under the provisions of the SARFAESI Act. Sub-section (6) of Section 13 of the SARFAESI Act provides that any transfer of secured asset after taking possession of secured asset by the secured creditor shall vest in the transferee all rights in, or in relation to, the secured asset transferred as if the transfer had been made by the owner of such secured asset. In other words, the transferee of a secured asset will not acquire any right in a secured asset under sub-section (6) of Section 13 of the SARFAESI Act, unless it has been effected after the secured creditor has taken over possession of the secured asset. Thus, for the purpose of transferring the secured asset and for realizing the secured debt, the secured creditor will require the assistance of the Chief Metropolitan Magistrate or the District Magistrate for taking possession of a secured asset from the lessee where the 4 lease stands determined by any of the modes mentioned in Section 111 of the Transfer of Property Act.

32. When we read sub-section (1) of Section 17 of the SARFAESI Act, we find that under the said sub-section “any person (including borrower)”, aggrieved by any of the measures referred to in sub-section (4) of Section 13 taken by the secured creditor or his authorised officer under the Chapter, may apply to the Debts Recovery Tribunal having jurisdiction in the matter within 45 days from the date on which such measures had been taken. We agree with the Mr. Vikas Singh that the words 'any person' are wide enough to include a lessee also. It is also possible to take a view that within 45 days from the date on which a possession notice is delivered or affixed or published under sub-rules (1) and (2) of Rule 8 of the Security Interest (Enforcement) Rules, 2002, a lessee may file an application before the Debts Recovery Tribunal having jurisdiction in the matter for restoration of possession in case he is dispossessed of the secured asset. But when we read subsection (3) of Section 17 of the SARFAESI Act, we find that the Debts Recovery Tribunal has powers to restore 5 possession of the secured asset to the borrower only and not to any person such as a lessee. Hence, even if the Debt Recovery Tribunal comes to the conclusion that any of the measures referred to in sub-section (4) of Section 13 taken by the secured creditor are not in accordance with the provisions of the Act, it cannot restore possession of the secured asset to the lessee. Where, therefore, the Debts Recovery Tribunal considers the application of the lessee and comes to the conclusion that the lease in favour of the lessee was made prior to the creation of mortgage or the lease though made after the creation of mortgage is in accordance with the requirements of Section 65A of the Transfer of Property Act and the lease was valid and binding on the mortgagee and the lease is yet to be determined, the Debts Recovery Tribunal will not have the power to restore possession of the secured asset to the lessee. In our considered opinion, therefore, there is no remedy available under Section 17 of the SARFAESI Act to the lessee to protect his lawful possession under a valid lease.” The learned senior counsel contends that it is a settled position of law that in the absence of a valid document of lease for more than one year or in case of an invalid lease deed, the relation of tenancy between a landlord and the tenant is still created due to delivery of possession to the tenant and payment of rent to the landlord-owner and such tenancy is deemed to be a tenancy from month to month in respect of such property. The learned senior counsel further places reliance on a three Judge Bench decision of this Court in Anthony v. K.C. Ittoop & Sons & Ors.[2], wherein it was held as under:

“....so far as the instrument of lease is concerned there is no scope for holding that appellant is a lessee by virtue of the said instrument. The court is disabled from using the instrument as evidence...

But this above finding does not exhaust the scope of the issue whether appellant is a lessee of the building. A lease of immovable property is defined in Section 105 of the TP Act. A transfer of a right to enjoy a property in consideration of a price

paid or promised to be rendered periodically or on specified occasions is the basic fabric for a valid lease. The provision says that such a transfer can be made expressly or by implication. Once there is such a transfer of right to enjoy the property a lease stands created. What is mentioned in the three paragraphs of the first part of Section 107 of the TP Act are only the different modes of how leases are created.... Thus, de hors the instrument parties can create a lease as envisaged in the second paragraph of Section 107 which reads thus: All other leases of immovable property may be made either by a registered instrument or by oral agreement accompanied by delivery of possession.

When lease is a transfer of a right to enjoy the property and such transfer can be made expressly or by implication, the mere fact that an unregistered instrument came into existence would not stand in the way of the court to determine whether there was in fact a lease otherwise than through such deed.” (emphasis laid by this Court) The learned senior counsel further contends that where a lease deed or document of tenancy in respect of the property in question is for a period exceeding one year, but such document has not been registered, then, by virtue of payment of rent, the relationship of tenancy between a landlord and the tenant comes into existence and in such cases, the tenant must be deemed to be a tenant from month to month and the same would amount to a tenancy from month to month. Thus, in the instant case, the tenancy of the appellants in respect of the property in question which is the secured asset of the Bank being from month to month would also be protected under the provisions of the Rent Control Act.

The learned senior counsel further contends that according to the decision of this Court in the case of Harshad Govardhan Sondagar (supra), if a person claiming to be a tenant or lessee either produces a registered agreement or relies on an oral agreement accompanied by delivery of possession, then such tenancy/possession of the property with the appellant as tenant needs to be protected. It is further contended that the Harshad Govardhan Sondagar (supra) has clearly held that the tenancy claims of the tenants are to be decided by the Chief Metropolitan Magistrate in accordance with any other law that may be relevant after giving an opportunity of hearing to the persons who claim tenancy in respect of such property. The term “any other law that may be relevant” clearly indicates a reference to the State Rent Protection laws, which in the case at hand is the Rent Control Act. Thus, the protection of the State Rent Control legislation is also to be considered by the learned magistrate while deciding an application filed by the Bank under Section 14 of the SARFAESI Act.

On the other hand, Mr. Amarendra Sharan, learned senior counsel appearing on behalf of the respondents in CrI.A. @ S.L.P. (CrI) Nos. 6941, 6944 and 6945 of 2015 contends that the pith and substance of the central enactment in the instant case, which is the SARFAESI Act needs to be appreciated. Proper implementation of the provisions of the SARFAESI Act is in the larger interest of the nation. The learned senior counsel places reliance on a Constitution Bench decision of this Court in the case of Ishwari Khetan Sugar Mills Pvt. Ltd. & Ors. v. State of Uttar Pradesh & Ors.[3], wherein it was held as under:

“13. If in pith and substance a legislation falls within one entry or the other but some portion of the subject-matter of the legislation incidentally trenches upon and might enter a field under another List, the Act as a whole would be valid notwithstanding such incidental trenching. This is well established by a catena of decisions [see Union of India v. H.S. Dhillon and Kerala State Electricity Board v. Indian Aluminium Co.] After referring to these decisions in State of Karnataka v. Ranganatha Reddy and Anr. Untwalia, J. speaking for the Constitution Bench has in terms stated that the pith and substance of the Act has to be looked into and an incidental trespass would not invalidate the law. The challenge in that case was to the Nationalisation of contract carriages by the Karnataka State, inter alia, on the ground that the statute was invalid as it was a legislation on the subject of interstate trade and commerce. Repelling this contention the Court unanimously held that in pith and substance the impugned legislation was for acquisition of contract carriages and not an Act which deals with inter-State trade and commerce.” The learned senior counsel further contends that the SARFAESI Act was enacted by the Parliament under Entry 45 of List I of the Constitution of India. It is a special Act with a special purpose and procedure laid down for the recovery of the secured asset of the debtor by the Bank to recover the amount due to it, and thus, any encroachment upon this Act should not be permitted, as it would defeat the laudable object of the Act, which has been enacted keeping in view the larger public interest.

Mr. Vikas Singh, the learned senior counsel appearing on behalf of the respondent State Bank of India in the appeal arising out of S.L.P. (C) No. 28040 of 2015 contends that the SARFAESI Act cannot be allowed to fail at the hands of the present appellants, who have no registered instrument of lease.

The learned senior counsel further contends that in light of the decision of this Court in the case of Harshad Govardhan Sondagar (supra), the present case is barred by res judicata. He places reliance on the three Judge Bench decision of this Court in the case of Bhanu Kumar Jain v. Archana Kumar & Anr.[4], wherein it was held as under: “It is now well-settled that principles of res judicata applies in different stages of the same proceedings.

19. In Y.B. Patil (supra) it was held:

"4... It is well settled that principles of res judicata can be invoked not only in separate subsequent proceedings, they also get attracted in subsequent stage of the same proceedings. Once an order made in the course of a proceeding becomes final, it

would be binding at the subsequent state of that proceeding..."

20. In *Vijayabai* (supra), it was held:

"13. We find in the present case the Tahsildar reopened the very question which finally stood concluded, viz., whether Respondent 1 was or was not the tenant of the suit land. He further erroneously entered into a new premise of reopening the question of validity of the compromise which could have been in issue if at all in appeal or revision by holding that compromise was arrived at under pressure and allurement. How can this question be up for determination when this became final under this very same statute?..."

21. Yet again in *Hope Plantations Ltd.* (supra), this Court laid down the law in the following terms:

"17... One important consideration of public policy is that the decisions pronounced by courts of competent jurisdiction should be final, unless they are modified or reversed by appellate authorities; and the other principle is that no one should be made to face the same kind of litigation twice over, because such a process would be contrary to considerations of fair play and justice."

Mr. M.T. George, the learned counsel appearing on behalf of the Bank in the appeal arising out of S.L.P. (C) No. 12772 of 2015 contends that the tenancy has not been determined conclusively, as the documents produced on record to prove the relationship of tenancy are not registered and do not hold much water. Mr. Rajeev Kumar Pandey, the learned counsel appearing on behalf of the respondent Bank in the appeal arising out of S.L.P. (C) No. 31080 of 2015 submits that the property in question was mortgaged before it was leased. Such a lease would thus, not entitle the lessee to stop the bank from taking possession over the property which was mortgaged to it.

The other learned counsel appearing on behalf of other Banks in the connected appeals adopted the arguments advanced by the aforesaid learned senior counsel appearing on behalf of some of the Banks. It was also contended that the appellants in the connected appeals have not been able to produce sufficient documentary evidence to prove that they are tenants in respect of the properties in question in the proceedings under Section 14 of the SARFAESI Act and hence, they have no locus standi to prefer the above appeals questioning the correctness of the Order passed by the learned Magistrate.

We have carefully considered the above rival legal submissions made on behalf of the parties and answer the same as hereunder:

The SARFAESI Act, which came into force from 21.06.2002, was enacted to provide procedures to the Banks to recover their security interest from the debtors and their collateral security assets as provided under the provisions of the Act. The scope of the Act was explained by this Court in the case of *Transcore v. Union of India & Anr.*[5] as under: "12. The NPA Act, 2002 is enacted to regulate securitization and reconstruction of financial assets and enforcement of security interest and for matters connected therewith. The NPA Act enables the banks and FIs to realize long-term assets, manage problems of liquidity, asset-liability mismatch and to improve recovery of debts by exercising powers to take possession of securities, sell them and thereby reduce non-performing assets by adopting measures for recovery and reconstruction. The NPA Act further provides for setting up of asset reconstruction companies which are empowered to take possession of secured assets of the borrower including the right to transfer by way of lease; assignment or sale. The said Act also empowers the said asset reconstruction companies to take over the management of the business of the borrower....

13. Non-performing assets (NPA) are a cost to the economy. When the Act was enacted in 2002, the NPA stood at Rs 1.10 lakh crores. This was a drag on the economy. Basically, NPA is an account which becomes non-viable and non-performing in terms of the guidelines given by RBI. As stated in the Statement of Objects and Reasons, NPA arises on account of mismatch between asset and liability. The NPA account is an asset in the hands of the bank or FI. It represents an amount receivable and realizable by the banks or FIs. In that sense, it is an asset in the hands of the secured creditor. Therefore, the NPA Act, 2002 was primarily enacted to reduce the non-performing assets by adopting measures not only for recovery but also for reconstruction. Therefore, the Act provides for setting up of asset reconstruction companies, special purpose vehicles, asset management companies, etc. which are empowered to take possession of secured assets of the borrower including the right to transfer by way of lease, assignment or sale. It also provides for realization of the secured assets. It also provides for takeover of the management of the borrower company." Thus, it becomes clear that the SARFAESI Act is meant to operate as a tool for banks and ensures a smooth debt recovery process. The provisions of SARFAESI Act make its purport amply clear, specifically under the provisions of Sections 13(2) and 13(4) of the Act, which read as under:

"13. Enforcement of Security interest.-

(2) Where any borrower, who is under a liability to a secured creditor under a security agreement, makes any default in repayment of secured debt or any instalment thereof, and his account in respect of such debt is classified by the secured creditor as non-performing asset, then, the secured creditor may require the borrower by notice in writing to discharge in full his liabilities to the secured creditor within sixty days from the date of notice failing which the secured creditor shall be entitled to exercise all or any of the rights under sub-section (4).

"(4) In case the borrower fails to discharge his liability in full within the period specified in sub-section (2), the secured creditor

may take recourse to one or more of the following measures to recover his secured debt, namely:--

(a) take possession of the secured assets of the borrower including the right to transfer by way of lease, assignment or sale for realising the secured asset....” Further, the provision under Section 35 of the SARFAESI Act provides that it shall override all other laws, which is quoted as hereunder: “35. The provisions of this Act to override other laws.- The provisions of this Act shall have effect, notwithstanding anything inconsistent therewith contained in any other law for the time being in force or any instrument having effect by virtue of any such law.”

Providing a smooth and efficient recovery procedure to enable the banks to recover the Non Performing Assets is a laudable object indeed, which needs to be ensured for the development of the economy of the Country. What has complicated the matters, however, is the clash of this laudable object with another laudable object, namely, to secure the rights of the tenants under the various Rent Control Acts. The history of these Rent Control Acts can be traced to as far back as the Second World War. At that time, due to the massive inflation and shortage of commodities, not only had the cost of living risen exponentially, the tenants were also often left to the mercy of the landlords as far as evictions or prices of rent were concerned. Rent Control Acts have been enacted by the different state legislatures to secure the rights of the weaker sections of the society, viz., the tenants. Justice Krishna Iyer aptly observed in the case of *Miss Santosh Mehta v. Om Prakash & Ors.*[6]:

“2. Rent Control laws are basically designed to protect tenants because scarcity of accommodation is a nightmare for those who own none and if evicted, will be helpless.” The preamble of the Rent Control Act reads as under:

“An Act to unify, consolidate and amend the law relating to the control of rent and repairs of certain premises and of eviction and for encouraging the construction of new houses by assuring a fair return on the investment by landlords and to provide for the matters connected with the purposes aforesaid.....” It becomes clear from a perusal of the preamble of the Act that the ultimate object behind the enactment of this legislation is to control and regulate the rate of rent so that unnecessary hardship is not caused to the tenant, and also to provide protection to the tenants against arbitrary and unreasonable evictions from the possession of the property. The protection of the tenants against unjust evictions becomes even more pronounced when examined in the light of Section 15 of the Rent Control Act, which reads as under:

“15. No ejection ordinarily to be made if tenant pays or is ready and willing to pay standard rent and permitted increases.(1) A landlord shall not be entitled to the recovery of possession of any premises so long as the tenant pays, or is ready and willing to pay, the amount of the, standard rent and permitted increases, if any, and observes and performs the other conditions of the tenancy, in so far as they are consistent with the provisions of this Act.” Section 15, thus, restricts the right of a landlord to recover possession of the tenanted premises from a tenant.

When we understand the factual matrix in the backdrop of the objectives of the above two legislations, the controversy in the instant case assumes immense significance. There is an interest of the bank in recovering the Non Performing Asset on the one hand, and protecting the right of the blameless tenant on the other. The Rent Control Act being a social welfare legislation, must be construed as such. A landlord cannot be permitted to do indirectly what he has been barred from doing under the Rent Control Act, more so when the two legislations, that is the SARFAESI Act and the Rent Control Act operate in completely different fields. While SARFAESI Act is concerned with Non Performing Assets of the Banks, the Rent Control Act governs the relationship between a tenant and the landlord and specifies the rights and liabilities of each as well as the rules of ejection with respect to such tenants. The provisions of the SARFAESI Act cannot be used to override the provisions of the Rent Control Act. If the contentions of the learned counsel for the respondent Banks are to be accepted, it would render the entire scheme of all Rent Control Acts operating in the country as useless and nugatory. Tenants would be left wholly to the mercy of their landlords and in the fear that the landlord may use the tenanted premises as a security interest while taking a loan from a bank and subsequently default on it. Conversely, a landlord would simply have to give up the tenanted premises as a security interest to the creditor banks while he is still getting rent for the same. In case of default of the loan, the maximum brunt will be borne by the unsuspecting tenant, who would be evicted from the possession of the tenanted property by the Bank under the provisions of the SARFAESI Act. Under no circumstances can this be permitted, more so in view of the statutory protections to the tenants under the Rent Control Act and also in respect of contractual tenants along with the possession of their properties which shall be obtained with due process of law.

The issue of determination of tenancy is also one which is well settled. While Section 106 of the Transfer of Property Act, 1882 does provide for registration of leases which are created on a year to year basis, what needs to be remembered is the effect of non-registration, or the creation of tenancy by way of an oral agreement. According to Section 106 of the Transfer of Property Act, 1882, a monthly tenancy shall be deemed to be a tenancy from month to month and must be registered if it is reduced into writing. The Transfer of Property Act, however, remains silent on the position of law in cases where the agreement is not reduced into writing. If the two parties are executing their rights and liabilities in the nature of a landlord-tenant relationship and if regular rent is being paid and accepted, then the mere factum of non-registration of deed will not make the lease itself nugatory. If no written lease deed exists, then such tenants are required to prove that they have been in occupation of the

premises as tenants by producing such evidence in the proceedings under Section 14 of the SARFAESI Act before the learned Magistrate. Further, in terms of Section 55(2) of the special law in the instant case, which is the Rent Control Act, the onus to get such a deed registered is on the landlord. In light of the same, neither the landlord nor the banks can be permitted to exploit the fact of non registration of the tenancy deed against the tenant. Further, the learned counsel for the appellants rightly placed reliance on a three Judge Bench decision of this Court in Anthony (supra). At the cost of repetition, in that case it was held as under: “But the above finding does not exhaust the scope of the issue whether the appellant was a lessee of the building. A lease of immovable property is defined in Section 105 of the TP Act. A transfer of a right to enjoy a property in consideration of a price paid or promised to be rendered periodically or on specified occasions is the basic fabric for a valid lease. The provision says that such a transfer can be made expressly or by implication. Once there is such a transfer of right to enjoy the property a lease stands created. What is mentioned in the three paragraphs of the first part of Section 107 of the TP Act are only the different modes of how leases are created. The first paragraph has been extracted above and it deals with the mode of creating the particular kinds of leases mentioned therein.

The third paragraph can be read along with the above as it contains a condition to be complied with if the parties choose to create a lease as per a registered instrument mentioned therein.

All other leases, if created, necessarily fall within the ambit of the second paragraph. Thus, de hors the instrument parties can create a lease as envisaged in the second paragraph of Section 107 which reads thus: All other leases of immovable property may be made either by a registered instrument or by oral agreement accompanied by delivery of possession.” It further saddens us to see the manner in which the decision in the case of Harshad Govardhan Sondagar (supra) has been misinterpreted to create this confusion. Random sentences have been picked up from the judgment and used, without any attempt to understand the true purport of the judgment in its entirety.

It is a well settled position of law that a word or sentence cannot be picked up from a judgment to construe that it is the ratio decidendi on the relevant aspect of the case. It is also a well settled position of law that a judgment cannot be read as a statute and interpreted and applied to fact situations. An eleven Judge Bench of this Court in the case of H.H. Maharajadhiraja Madhav Rao Jivaji Rao Scindia Bahadur of Gwalior & Ors. v. Union of India[7] held as under:

“It is difficult to regard a word, a clause or a sentence occurring in a judgment of this Court, divorced from its context, as containing a full exposition of the law on a question when the question did not even fall to be answered in that judgment.” The same view was reiterated by a Division Bench of this Court in the case of Commissioner of Income Tax v. Sun Engineering Works (P.) Ltd.[8] Further, a three Judge Bench of this Court in the case of Union of India v. Dhanawanti Devi & Ors.[9] held as under:

“9. It is not everything said by a Judge while giving judgment that constitutes a precedent. The only thing in a judge's decision binding a party is the principle upon which the case is decided and for this reason it is important to analyse a decision and isolate from it the ratio decidendi. According to the well-settled theory of precedents, every decision contains three basic postulates - (i) findings of material facts, direct and inferential. An inferential finding of facts is the inference which the Judge draws from the direct, or perceptible facts; (ii) statements of the principles of law applicable to the legal problems disclosed by the facts; and (iii) judgment based on the combined effect of the above. A decision is only an authority for what it actually decides. What is of the essence in a decision is its ratio and not every observation found therein nor what logically follows from the various observations made in the judgment. Every judgment must be read as applicable to the particular facts proved, or assumed to be proved, since the generality of the expressions which may be found there is not intended to be exposition of the whole law, but governed and qualified by the particular facts of the case in which such expressions are to be found. It would, therefore, be not profitable to extract a sentence here and there from the judgment and to build upon it because the essence of the decision is its ratio and not every observation found therein. The enunciation of the reason or principle on which a question before a court has been decided is alone binding as a precedent. The concrete decision alone is binding between the parties to it, but it is the abstract ratio decidendi, ascertained on a consideration of the judgment in relation to the subject matter of the decision, which alone has the force of law and which, when it is clear what it was, is binding. It is only the principle laid down in the judgment that is binding law under Article 141 of the Constitution. A deliberate judicial decision arrived at after hearing an argument on a question which arises in the case or is put in issue may constitute a precedent, no matter for what reason, and the precedent by long recognition may mature into rule of stare decisis. It is the rule deductible from the application of law to the facts and circumstances of the case which constitutes its ratio decidendi.

10. Therefore, in order to understand and appreciate the binding force of a decision it is always necessary to see what were the facts in the case in which the decision was given and what was the point which had to be decided. No judgment can be read as if it is a statute. A word or a clause or a sentence in the judgment cannot be regarded as a full exposition of law. Law cannot afford to be static and therefore, Judges are to employ an intelligent technique in the use of precedents.....” (emphasis laid by this Court) The decision of this Court rendered in the case of Harshad Govardhan Sondagar (supra) cannot be understood to have held that the provisions of the SARFAESI Act override the provisions of the Rent Control Act, and that the Banks are at liberty

to evict the tenants residing in the tenanted premises which have been offered as collateral securities for loans on which default has been done by the debtor/landlord.

As far as granting leasehold rights being created after the property has been mortgaged to the bank, the consent of the creditor needs to be taken. We have already taken this view in the case of Harshad Govardhan Sondagar (supra). We have not stated anything to the effect that the tenancy created after mortgaging the property must necessarily be registered under the provisions of the Registration Act and the Stamp Act.

It is a settled position of law that once tenancy is created, a tenant can be evicted only after following the due process of law, as prescribed under the provisions of the Rent Control Act. A tenant cannot be arbitrarily evicted by using the provisions of the SARFAESI Act as that would amount to stultifying the statutory rights of protection given to the tenant. A non obstante clause (Section 35 of the SARFAESI Act) cannot be used to bulldoze the statutory rights vested on the tenants under the Rent Control Act. The expression 'any other law for the time being in force' as appearing in Section 35 of the SARFAESI Act cannot mean to extend to each and every law enacted by the Central and State legislatures. It can only extend to the laws operating in the same field. Interpreting the non obstante clause of the SARFAESI Act, a three Judge Bench of this Court in the case of Central Bank of India v. State of Kerala & Ors. [10] has held as under:

“18. The DRT Act and Securitisation Act were enacted by Parliament in the backdrop of recommendations made by the Expert Committees appointed by the Central Government for examining the causes for enormous delay in the recovery of dues of banks and financial institutions which were adversely affecting fiscal reforms. The committees headed by Shri T. Tiwari and Shri M. Narasimham suggested that the existing legal regime should be changed and special adjudicatory machinery be created for ensuring speedy recovery of the dues of banks and financial institutions. Narasimham and Andhyarujina Committees also suggested enactment of new legislation for securitisation and empowering the banks etc. to take possession of the securities and sell them without intervention of the Court.

110. The DRT Act facilitated establishment of two-tier system of Tribunals. The Tribunals established at the first level have been vested with the jurisdiction, powers and authority to summarily adjudicate the claims of banks and financial institutions in the matter of recovery of their dues without being bogged down by the technicalities of the Code of civil Procedure. The Securitisation Act drastically changed the scenario inasmuch as it enabled banks, financial institutions and other secured creditors to recover their dues without intervention of the Courts or Tribunals. The Securitisation Act also made provision for registration and regulation of securitisation/reconstruction companies, securitisation of financial assets of banks and financial institutions and other related provisions.

111. However, what is most significant to be noted is that there is no provision in either of these enactments by which first charge has been created in favour of banks, financial institutions or secured creditors qua the property of the borrower.

112. Under Section 13(1) of the Securitisation Act, limited primacy has been given to the right of a secured creditor to enforce security interest vis-à-vis Section 69 or Section 69A of the Transfer of Property Act. In terms of that sub-Section, a secured creditor can enforce security interest without intervention of the Court or Tribunal and if the borrower has created any mortgage of the secured asset, the mortgagee or any person acting on his behalf cannot sell the mortgaged property or appoint a receiver of the income of the mortgaged property or any part thereof in a manner which may defeat the right of the secured creditor to enforce security interest. This provision was enacted in the backdrop of Chapter VIII of Narasimham Committee's 2nd Report in which specific reference was made to the provisions relating to mortgages under the Transfer of Property Act.

113. In an apparent bid to overcome the likely difficulty faced by the secured creditor which may include a bank or a financial institution, Parliament incorporated the non obstante clause in Section 13 and gave primacy to the right of secured creditor vis-à-vis other mortgagees who could exercise rights under Sections 69 or 69A of the Transfer of Property Act. However, this primacy has not been extended to other provisions like Section 38C of the Bombay Act and Section 26B of the Kerala Act by which first charge has been created in favour of the State over the property of the dealer or any person liable to pay the dues of sales tax, etc.

116. The non obstante clauses contained in Section 34(1) of the DRT Act and Section 35 of the Securitisation Act give overriding effect to the provisions of those Acts only if there is anything inconsistent contained in any other law or instrument having effect by virtue of any other law. In other words, if there is no provision in the other enactments which are inconsistent with the DRT Act or Securitisation Act, the provisions contained in those Acts cannot override other legislations.” (emphasis laid by this Court) If the interpretation of the provisions of SARFAESI Act as submitted by the learned senior counsel appearing on behalf of the Banks is accepted, it would not only tantamount to violation of rule of law, but would also render a valid Rent Control statute enacted by the State Legislature in exercise of its legislative power under Article 246 (2) of the Constitution of India useless and nugatory. The Constitution of India envisages a federal feature, which has been held to be a basic feature of the Constitution, as has been held by the seven Judge Bench of this Court in the case of S.R. Bommai & Ors. v. Union of India [11], wherein Justice K. Ramaswamy in his concurring opinion elaborated as under: “247. Federalism

envisaged in the Constitution of India is a basic feature in which the Union of India is permanent within the territorial limits set in Article 1 of the Constitution and is indestructible. The State is the creature of the Constitution and the law made by Articles 2 to 4 with no territorial integrity, but a permanent entity with its boundaries alterable by a law made by Parliament. Neither the relative importance of the legislative entries in Schedule VII, Lists I and II of the Constitution, nor the fiscal control by the Union per se are decisive to conclude that the Constitution is unitary. The respective legislative powers are traceable to Articles 245 to 254 of the Constitution. The State qua the Constitution is federal in structure and independent in its exercise of legislative and executive power. However, being the creature of the Constitution the State has no right to secede or claim sovereignty. Qua the Union, State is quasi-federal. Both are coordinating institutions and ought to exercise their respective powers with adjustment, understanding and accommodation to render socio-economic and political justice to the people, to preserve and elongate the constitutional goals including secularism.

248. The preamble of the Constitution is an integral part of the Constitution. Democratic form of Government, federal structure, unity and integrity of the nation, secularism, socialism, social justice and judicial review are basic features of the Constitution.” (emphasis laid by this Court) In view of the above legal position, if we accept the legal submissions made on behalf of the Banks to hold that the provisions of SARFAESI Act override the provisions of the various Rent Control Acts to allow a Bank to evict a tenant from the tenanted premise, which has become a secured asset of the Bank after the default on loan by the landlord and dispense with the procedure laid down under the provisions of the various Rent Control Acts and the law laid down by this Court in catena of cases, then the legislative powers of the state legislatures are denuded which would amount to subverting the law enacted by the State Legislature. Surely, such a situation was not contemplated by the Parliament while enacting the SARFAESI Act and therefore the interpretation sought to be made by the learned counsel appearing on behalf of the Banks cannot be accepted by this Court as the same is wholly untenable in law.

We are unable to agree with the contentions advanced by the learned counsel appearing on behalf of the respondent Banks.

In view of the foregoing, the impugned judgments and orders passed by the High Court/ Chief Metropolitan Magistrate are set aside and the appeals are allowed. We further direct that the amounts which are in deposit pursuant to the conditional interim order of this Court towards rent either before the Chief Metropolitan Magistrate/Magistrate Court or with the concerned Banks, shall be adjusted by the concerned Banks towards the debt due from the debtors/landlords in respect of the appellants in these appeals. The enhanced rent by way of conditional interim order shall be continued to be paid to the respective Banks, which amount shall also be adjusted towards debts of the debtors/landlords. All the pending applications are disposed of.

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(This matter contributed by Shri S.P.Nathany)

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