

**CHAPTER VI : MINISTRY OF HUMAN RESOURCE
DEVELOPMENT**

Department of Secondary and Higher Education

Aligarh Muslim University

6.1 Short realization of licence fee

Recovery of licence fee at the pre revised rates accounted for short realisation of Rs. 89.15 lakh from the occupants of the staff quarters of Aligarh Muslim University.

The Government of India, Ministry of Urban Development and Poverty Alleviation, Directorate of Estate, New Delhi revised (May 2001) the flat rates of licence fee for the Government residential accommodations through out the country effective from 1 April 2001. All the Ministries/Departments were to recover the revised licence fee in accordance with the orders. As per byelaws of the Aligarh Muslim University, (University), it was to follow Government orders after getting the approval of Executive Council for their implementation.

Audit scrutiny (July 2005 & July 2006) of the records of the University disclosed that the licence fee of 818 residential quarters of the University were being realized at pre-revised rates. This resulted in non-recovery of licence fee amounting to Rs. 89.15 lakh for the period from April 2001 to March 2006.

In response to audit observation, the University stated (August 2006) that the revised rates of licence fee were not enforced as the matter was pending with a sub committee constituted by the Executive Council since November 2004. The University also added that the sub committee had already held three meetings but could not decide the matter for want of relevant memo of GOI, Ministry of Urban Development.

Reply of the University is not convincing as it took about three and half years in bringing the matter before the Executive Council for adoption of the Ministry's order and further it failed to provide a copy of the relevant memo of the Ministry to the sub committee of the Executive Council for another more than two years.

The particular contention of the University that the sub committee of Executive Council could not decide the matter for want of relevant memo of GOI is an absurd argument and completely unacceptable.

Thus, non-implementation of the Ministry's order resulted in short realization of licence fee amounting to Rs. 89.15 lakh for the period from April 2001 to March 2006.

The matter was referred to the Ministry in April 2007; their reply was awaited as of November 2007.

Indian Council of Philosophical Research

6.2 Failure to recover fellowship grants

The Indian Council of Philosophical Research did not recover fellowship grants totalling Rs. 48.19 lakh from 48 fellows, who failed to complete their research projects even after a lapse of one to 11 years of the date by which the projects were to be completed.

Audit of Indian Council of Philosophical Research (ICPR) disclosed that it did not recover fellowship grant of Rs. 48.19 lakh from 48 fellows, who did not complete the fellowship within the stipulated time or whose fellowship had been terminated by it.

The ICPR awards senior/junior research and residential fellowships* for research in Philosophy to students, teachers and others. As per the terms and conditions of the fellowships, a fellow is required to submit, within three months of the conclusion of the term of the fellowship, the final manuscript to ICPR, failing which, the fellowship can be terminated. In case a fellow discontinues the project assigned to him/her, the fellowship is automatically discontinued. On termination or discontinuance of the project, the ICPR is to recover the entire amount paid to the fellow till that date.

The internal control in the ICPR to monitor timely submission of manuscript was ineffective in monitoring the compliance to the terms of grant of the fellowships. As of September 2006, 76 fellows, who had been paid fellowships aggregating Rs. 84.42 lakh by the ICPR during August 1992 to January 2006, had not submitted their manuscripts despite the due dates for submission of the manuscript being over in all cases. The ICPR did not take

* Fellowships are a whole time engagement for two years in the case of senior and junior research fellowships and 60 days in the case of residential fellowships.

action to recover the fellowship grants from the research fellows, who had failed to comply with the terms of the grant.

On being pointed out in Audit in September 2006, the ICPR initiated action in the cases of defaults and stated in June 2007 that final manuscript had been obtained from 25 fellows. In three cases the fellowship had been recommended for extension. ICPR added that in another 27 cases, the fellowships had been terminated and the remaining 21 cases were in the process of termination of fellowships. The recoveries from the fellows whose fellowships were terminated were awaited as of June 2007.

The matter was referred to the Ministry in June 2007; their reply was awaited as of November 2007.

Jamia Millia Islamia

6.3 Loss due to negligence

Negligent planning and response to the notice by Jamia Millia Islamia in not taking decision to obtain refund of the allotment money from GNIDA even in the face of certainty of forfeiture of deposit of Rs. 2.08 crore led to the loss of the entire amount.

JMI¹ failed to meet its financial commitments to GNIDA² against allotment of land for its second campus and comply with the terms and conditions of the allotment, which led to forfeiture of Rs. 2.08 crore.

JMI made an application in March 2001 to GNIDA for allotment of 300 acres of land. GNIDA allotted 100 acres of land in the first phase in March 2002 at a total premium of Rs. 20.81 crore. As per the terms and conditions of the allotment of land by GNIDA, 10 *per cent* of the total premium of the land was to be paid within 30 days and another 20 *per cent* within 90 days of allotment. The balance was payable in four half-yearly instalments with interest at 18 *per cent* on the outstanding balance. JMI was to execute the lease deed and take over possession of the land after payment of 30 *per cent* of the total premium of the land within 90 days from the date of allotment. In case JMI was not in a position to pay another 20 *per cent* of the premium between 31 to 90 days of allotment, it could ask for refund of 10 *per cent* already paid and only registration fee of Rs. 10,000 was to be forfeited. Moreover on failure of the allottee to execute the lease deed and take over possession of the land within

¹ Jamia Millia Islamia

² Greater Noida Industrial Development Authority

90 days, the allotment was liable to be cancelled and 10 *per cent* of the total premium forfeited after 90 days.

JMI deposited Rs. 2.08 crore in April 2002, being 10 *per cent* of the total premium of Rs. 20.81 crore. It did not pay the balance 20 *per cent* of the premium of Rs. 4.16 crore within the stipulated period of 90 days, as it failed to generate funds by disposing of its properties in Okhla village. Since the plot was to be funded out of its own resources, JMI had planned to dispose of old properties and expected to realize Rs. 29.47 crore from their disposal. However, the expected resource could not be realised by the university in time to meet its commitment to GNIDA. JMI could sell only two out of the 29 earmarked properties in May 2002 and October 2003 and realised an amount of only Rs. 2.05 crore up to October 2003. Their anticipation of generating the internal resource by selling the old properties was, thus, flawed.

GNIDA pointed out the delay in deposit of the premium and asked JMI in July 2004, whether it was interested in the allotment of land regulated by the then prevailing rates and conditions of allotment. GNIDA proposed that the amount already deposited would be adjusted against the future payments. As per the terms and conditions of allotment, by this time, the first instalment of Rs. 2.08 crore deposited already stood forfeited, unless JMI was willing to pay for the plot at the current prevailing rate. Despite this, JMI did not deposit the amount and GNIDA cancelled the allotment of land in October 2004 and forfeited the deposited sum of Rs. 2.08 crore in accordance with the terms and conditions of the allotment.

Thus, expecting to generate funds by disposing of its old property, JMI applied for allotment of 300 acres of land without providing for the contingency of mismatch between timing and quantum of availability of funds *vis-à-vis* requirement. As a result, JMI failed to organize funds for meeting terms and conditions of allotment of 100 acres against application for 300 acres and lost the deposited sum of Rs. 2.08 crore. On being pointed out by Audit JMI filed a suit in the Allahabad High Court against GNIDA, in March 2007 for refund of Rs. 2.08 crore.

The Ministry stated in October 2007 that sub clause 3 of clause (C) and sub clause 3 of clause (R) of the terms and conditions of the offer for registration and allotment of plots by GNIDA provided for forfeiture of registration money only. It further stated that GNIDA's action regarding forfeiture of the sum of Rs. 2.08 crore is found to be in violation of the terms and conditions of offer

and the matter is being taken up with Chief Secretary, Government of Uttar Pradesh.

The reply of the Ministry is not correct as sub-clause 3 of clause (C) and sub clause 3 of clause (R) of the terms and conditions for allotment of land specify the forfeiture of registration money in the case of default in payment of allotment money. In this case, since the allotment money of Rs. 2.08 crore i.e. 10 *per cent* of the premium of land had been paid, the same was forfeited under clause (I) of the terms and conditions due to failure of JMI to make further payment of 20 *per cent* of premium of land and take over the possession of plot within 90 days of allotment. Had the University intimated withdrawal of application for the plot between 31 and 90 days of allotment it was entitled to obtain refund of 10 *per cent* of the premium already paid.

Ministry may determine accountability for the negligence by JMI in not taking prompt decision to obtain refund of the allotment money even in the face of certainty of forfeiture of such a large sum.

Kendriya Vidyalaya Sangathan

6.4 Unplanned construction of squash courts

Failure of the Commissioner, Kendriya Vidyalaya Sangathan to exercise due diligence in ascertaining the feasibility of utilisation of the squash courts and in ensuring compliance to the commitments by SRFI³ for running the facility before sanctioning the project of construction of squash courts in Kendriya Vidyalayas rendered Rs. 1.97 crore spent on their construction unfruitful.

Based on the proposal of the SRFI, the Commissioner KVS⁴ accorded approval in August 2003, for construction of squash courts in 14 Kendriya Vidyalayas, which included five Kendriya Vidyalayas⁵ in Delhi Region and released Rs. 4.05 crore to 14 Kendriya Vidyalayas for the project in September 2003. As per the terms and conditions agreed upon between the KVS and SRFI, coaching to the students of Kendriya Vidyalayas was to be provided by the latter free of cost. The SRFI was allowed to utilise the squash courts on commercial basis outside the school hours.

The construction of the squash courts in five Kendriya Vidyalayas in Delhi region was completed between November 2004 and March 2005 at a total cost

³ Squash Racket Federation of India

⁴ Kendriya Vidyalaya Sangathan

⁵ KV JNU, KV Andrews Ganj, KV R.K. Puram, KV Paschim Vihar, KV AGCR colony

of Rs. 1.97 crore. The project failed to take off in nine other Kendriya Vidyalayas. KVS cancelled the sanction for them and got the amounts refunded.

The squash courts had not been made functional in any of the five Kendriya Vidyalayas in Delhi as of March 2007 since SRFI did not provide coaches. The KVS did not enforce the commitment by SRFI to provide coaches and instead asked the concerned schools in February 2006 to invite bids from reputed agencies to provide coaches which had not materialised as of March 2007.

Thus, the decision of the Commissioner KVS to implement the project without ascertaining the feasibility of the project rendered Rs. 1.97 crore incurred on the construction of squash courts in five Kendriya Vidyalayas unfruitful.

The Ministry stated in September 2007 that after completion of construction of squash courts it was found that their commercial use was not permissible. KVS, therefore, took a stand not to allow use of squash courts for commercial purpose by SRFI which developed cold feet over the whole exercise. The Ministry also stated that KVS was making efforts to activate the squash courts and that one of the squash courts at R. K. Puram had since been activated.

The fact remains that the project was sanctioned without ascertaining the feasibility of the utilisation of facility to be created.

6.5 Wasteful expenditure

Approval for construction of ice hockey rink in Kendriya Vidyalaya, Leh without due diligence by Commissioner, Kendriya Vidyalaya Sangathan resulted in waste of Rs. 42 lakh.

Commissioner, KVS accepted the proposal of Ice Hockey Association (IHA) in March 2003 to construct an international size open air ice hockey rink in Kendriya Vidyalaya, Leh to promote ice hockey among the students. KVS accepted the estimate of IHA for construction of the ice hockey rink at Rs. 54.45 lakh, conveyed administrative approval and financial sanction and released a total of Rs. 42 lakh during August 2003 to April 2004.

Examination by Audit disclosed that ice formation in the rink by natural freezing of the water filled in the rink can take place with some degree of certainty only during the two months of January and February. Kendriya Vidyalaya at Leh and other schools in the area, however, remain closed for

their winter break during the months of January and February. In view of this, the use of the rink for ice hockey by the students is highly unlikely.

The expenditure of Rs. 42 lakh on the ice hockey rink at Leh has turned out to be a waste which indicates that KVS approved the project without due diligence to ascertain the feasibility of the use of the facility for the intended objective.

On being pointed out, the Ministry stated in October 2007 that the facility created at Kendriya Vidyalaya, Leh was with special consideration to tap climatic conditions during January and February and the school was kept partially open to impart coaching. It further stated that the surface constructed was also used in a multipurpose way like assembly, base-ball, badminton, cultural programmes, roller skating etc.

The reply of the Ministry is not tenable since use of ice hockey rink by keeping school partially open during January-February and for alternative purposes is merely an after-thought to rationalise unthoughtful expenditure and is not substantiated by any pre-construction plan prior to the sanction of the project. Moreover, the Kendriya Vidyalaya, Leh already has a playground, which can be put to various uses and it had never projected additional requirement for construction of an assembly ground, badminton, base-ball, roller skating etc.

University of Delhi

6.6 Irregular payment of transport allowance

Despite the assurance by the Ministry to the Public Accounts Committee of the Parliament and subsequent directions to the University Grants Commission and the University of Delhi, the University continued to disregard the orders of the Ministry and paid inadmissible transport allowance to its employees aggregating Rs. 84.62 lakh for the past nine years.

In their 'Action Taken Note' to paragraph 6.3 of Report No. 4 of 2001 of Comptroller and Auditor General of India, Union Government (Civil), highlighting irregular payment of transport allowance of Rs. 32.12 lakh during August 1997 to March 1999 to the employees of the University of Delhi allotted accommodation in the University Campus in disregard of instructions of the Government, the Ministry had assured the Public Accounts Committee (PAC) that the payment shall be stopped and amount irregularly paid shall be recovered.

Audit of the establishment pay bill in the University of Delhi in March 2007 disclosed that despite the assurance of the Ministry to the PAC and its subsequent directions to the University Grants Commission not to release the grant towards transport allowance to the University of Delhi, the payment of irregular transport allowance was continuing, to employees of University of Delhi, who were provided accommodation within the campus housing their places of work and residence in violation of the orders of the Government.

The irregular payment of transport allowance has increased to Rs. 84.62 lakh⁶ for 424 employees from August 1997 to January 2007. The University of Delhi continued to take the plea that its north campus is not a composite campus as many MCD roads passed through it and the distance between the residence and their place of work of most of the staff residing in the main campus is more than one kilometer. This contention of the University as ground for making payment of the transport allowance had already been rejected by the Ministry. It is not open to the University of Delhi financed almost entirely by the Government for their maintenance to interpret the rules against the binding orders of the Government.

Rejecting the plea of the University, the Ministry had specifically asked the Chairman, UGC in January 2003 not to release the grant for transport allowance to University of Delhi and had instructed them to deduct the amount of transport allowance made to the non-entitled staff as pointed out by Audit from the maintenance grant of the University and also to stop meeting any future liability on this account. The UGC did not comply with the direction of the Ministry until 2007-08, when the matter was raised again by Audit.

The Ministry stated in September 2007 that the UGC has deducted overpayment of transport allowance pointed out in paragraph 6.3 of Report No. 4 of 2001 from the budget estimates of Delhi University for the year 2007-08. The Ministry also stated that Delhi University has taken up the matter with Ministry of Finance for clarification. It added that pending clarification, University should have not only stopped payment of transport allowance in view of instructions of the Ministry and UGC but also recovered the amount irregularly paid. The UGC/University of Delhi are being advised to immediately take necessary action.

⁶ Worked out on the numerative basis

Ministry may take steps to enforce its orders and stop the payment of irregular transport allowance forthwith. Further Ministry may direct the University to recover the irregular amount paid to the employees without further delay. Ministry should also fix responsibility in the University of Delhi for disregard of its orders and in the UGC for not acting on its instructions until 2007-08.