

Jamshedpur
03.09.2013

The Chief Secretary,
Govt. of Jharkhand,
Ranchi.

Sub :- Tata Lease Agreement violations and deficiencies.

Sir,

After zamindari abolition Bihar Land Reforms Act was amended to facilitate conversion of TISCO's ownership into lease. Subsequently the erstwhile Govt. of Bihar and TISCO entered into a lease agreement better known as Tata Lease Agreement in 1984/1985. It was renewed in 2005 to Tata Steel Ltd. The lands other than the deemed lease area were leased on nominal rent in 5 schedules as below :-

Schedule I - Lands utilised for production purposes,
Schedule II - Lands utilised for housing of employees of lessee,
Schedule III - Lands utilised for providing civic amenities,
Schedule IV - Sublease Lands (leased by lessee prior to 1970),
Schedule V - Vacant lands i.e. lands not covered in schedule I,II,III & IV.

In this letter I want to limit myself only to the violations of the lease agreement related to provide civic amenities to the inhabitants of the town of Jamshedpur as mentioned in the agreement. The nature of such civic amenities is incorporated in appendix - "C" of the agreement and may be summarised as "health, welfare, hospitals, dispensaries and clinics including veterinary hospitals. Family planning and child welfare centres, conservancy depots, sewage disposal system along with installations, open spaces, water supply system along with installations, roads, parks, gardens and lakes, playgrounds and stadiums, community and social welfare centres, dairy and poultry farms, picnic spots, electric substations, transmission lines for power supply, telephone lines, buildings and offices for administration of civic amenities, lessee's schools including technical institutes and hostels. The lands for providing civic amenities to the inhabitants of Jamshedpur, obviously not limited to its lease areas, have been leased at a very nominal rent of Rs. 2/- (Rupees Two) per acre per annum only.

Moreover the Tata Steel Ltd. has agreed to provide the above mentioned civic amenities at its own cost and in case it charges any rent in lieu of it such rent will not exceed the optimum limit of such charges fixed by the state i.e. the lessor under Bihar and Orissa Municipal Act from time to time.

Without delving into details of the utter violations of the relevant proviso of the Tata Lease Agreement with regard to the civic amenities I would just like to mention here that the Tata Steel Ltd. have failed on all fronts and it is guilty of wilful violation of the lease agreement. I am raising this point since last seven years before the apex level in Tata Steel administration and also before the East m administration as well as before all the state Govt in between but of no use.

My humble suggestion to you in this connection is that :-

1) you please ask the East Singhbhum District administration to submit a factual report to the state Govt. on the status of civic amenities to be provided by the Tata Steel to the citizens of Jamshedpur within a specific time frame and enumerate the alleged lease agreement violations, if any in this regard.

you may appreciate that it has now become necessary to look into the lease agreement violations as the problem of safe drinking water and hygiene in Jamshedpur has acquired serious proportion and the adverse impact of civic and industrial pollution on the Natural System is posing serious threats to the people here.

2) There is no inbuilt provision in the lease agreement with regard to supervision and/or inspection of the civic amenities being provided by the lessee as per the lease agreement. Also there is no institutional arrangement where one may place his grievances in this regard. It has resulted into deterioration of quality and quantity of the services and monopolisation and arbitrariness in the functioning of the lessee. People of Jamshedpur are on sheer mercy of the lessee in the matter of getting the civic amenities necessary for day to day living. I request you to kindly do the needful in this regard and make necessary institutional arrangement under law to check the violations of the lease agreement so that right of inhabitants of Jamshedpur may not be usurped by a mighty company.

I will raise the issue of other violations of the agreement separately which too are of serious nature and relates to disregard of relevant aspects of Bihar Land Reform Act.

Regards,
Yours faithfully

Sd/- Saryu Roy
Ex MLA, Jamshedpur West