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## The Bihar Legislative Assembly Debates

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Questions and Answers.

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- (c) The answer is in the negative.
- (d) Vide answers to question no. 1(c) and question no. 2(a) and (b).
- (e) The answer is in the affirmative.
- 167. Mr. GUPTANATH SINGH: Will the Hon'ble Minister in charge of Finance Department be pleased to state the names of a few services in which an examination is held every year to maintain efficiency as in the case of the Secretariat Stenographers?

The Hon'ble Dr. ANUGRAH NARAYAN SINHA: The Reporters of the Department of the Bihar Legislature.

GRANT OF EXCLUSIVE LICENSE TO PURCHASE SABAI GRASS IN RAJMAHAL SUBDIVISION.

- 168. Mr. KALIKA PRASAD SINGH: Will the hon'ble Minister in charge of the Revenue Department be pleased to state—
- (a) whether it is a fact that the Deputy Commissioner of the Santal Parganas had invited tender applications in December, 1945, for the grant of exclusive licence to purchase sabai grass in Rajmahal subdivision on terms most favourable to the sabai grass industry and the Paharia sellers of sabai grass;
- (b) if the answer to clause (a) be in the affirmative, the names of persons who applied for the licence within the prescribed time and the terms offered by each applicant and the terms accepted by Government?

The Hon'ble Mr. KRISHNA BALLABH SAHAY: (a) The answer is in the affirmative.

- (b) The following applications were received within the prescribed time-
  - (i) Messrs. Dutta and Brothers.
- (ii) Sagarmal Sewaik, (iii) Messrs. Titagarh Paper Mills, Ltd. (iv) Messrs. Great India Paper Pulp Manufacturing Company and (v) Messrs. Faujilal Ramlal of Sahibganj.

The first two did not offer any terms. A statement showing the terms offered by the other three applicants is laid on the table. The then section 93 Government did not accept the terms offered, but tentatively decided to grant the licence to a company which would establish a Paper Mill to be erected at or near Sahibganj of which at least 75 per cent of the capital and direction would be Bihari, provided the Company bound itself to conditions which Government might impose. As no factory could be erected and brought into operation before the end

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of 1947, Government as an ad interim measure, decided to continue the arrangement of the purchase of sabai grass with Titagarh Paper Mills temporarily up to the 31st March 1948. Subsequently the arrangement with Titagarh Paper Mills was terminated in 1946.

- 169. Mr. KALIKA PRASAD SINGH: Will the Hon'ble Minister in charge of the Revenue Department be pleased to state—
- (a) whether it is a fact that one Mr. P. D. Khaitan, as the promoter of the Great India Paper Pulp Manufacturing Company, was in correspondence with Government from October 1944 for the lease of this sabai grass and whether under advice of Governor's Secretary contained in his letter of the 22nd November, 1945, Mr. Khaitan submitted a fresh application for the said license in response to the Deputy Commissioner's advertisement notice of December 1945 and whether the said Great India Paper Pulp Manufacturing became later on styled as Bihar Paper Mills, Ltd.;
- (b) whether it is a fact that the said Mr. P. D. Kheitan intimated to Government in writing on the 13th January 1947 the names of the persons authorised by him to work as his co-promoters, and if so, what are the names of such co-promoters;
- (c) whether it is a fact that on the 17th September 1946 Government asked the Deputy Commissioner of the Santal Parganas to get a draft agreement drawn up containing terms and conditions on which pending settlement of long term arrangement with the Bihar Paper Mills Ltd., the sabai grass in Rajmahal Hills in the district of the Santal Parganas was an interim measure to be leased to the same Mills for the period till the 31st of March 1947;
- (d) if the answer to clause (c) be in the affirmative whether the Bihar Paper Mills wrote any letter to Government on the 13th November 1946 requesting for a copy of the draft agreement referred to above to be supplied to them for being shown to their legal advisers?

The Hon'ble Mr. KRISHNA BALLABH SAHAY: (a) The answer is in the affirmative.

- (b) The answer is in the affirmative. Mr. A. P. Singh and Raja Bahadur of Ramgarh were named as co-promoters.
  - (c) The answer is in the affirmative.
- (d) The answer is in the affirmative. Some internal dispute has arisen between the promoters of the Mills, Mr. Raman Bihari Singh one of the promoters had represented the Company before Government in the meeting held previously to decide the question of license and he had also deposited rupees three lacs as security money and as the Bihar Paper Mills was till then not a registered company with limited liabilities, the draft agreement was sent to Mr. Raman Bihari Singh as promoter to the Bihar Paper Mills and his legal adviser, Mr. Phulan Prasad Verma, M.L.A.

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## STATEMENT.

Terms offered by the applicants for the license to purchase sabai grass in Rajmahal Hills in the district of Santal Parganas.

The Titaghur Paper Mills Co., Ltd.

- Royalty 1. Government 2 anuas per maund of 50 seers during the year ending 31st March 1947. For subsequent years-2 annas increased decreased on a sliding scale according to cost of living index with a minimum of 1 anna.
- 2. During the year ending 31st March 1947, 6 annas per maund of 50 seers to the Paharias. In sub. sequent years 6 annas below on a above or sliding scale according to cost of living index with a minimum living index maximum of 7 annas and a minimum of 3 annas 6 pies.
- minimum 3. Guaranted off-take of one lac maunds per year.
- 4. Absolute guarantee of the above terms till lat April 1951 (i.e., 5 years) after which the Company can terminate with notice of 3 years.
- 5. The Company to harvest and transport sabai to its godown at its own expen-

The Great India Paper Pulp Manufacturing Co., Ltd.

Messrs Faujilall Ram Lall.

Same as

The Company agreed to meet the existing charges royalty (presumably this means that they would pay at a fixed rate of 2 annas a maund, though this is not specified), no sliding scale was mentioned.

The Company would pay 61 to 7 annas per maund to the grower, permit one out of every 100 maunds to be sold at the open market rate for company making the would purchace this themselves at the rate of Again for Rs. 4 or 5. sliding scale envisaged.

annas per maund to the with 19W01g a sliding scale fixing 8 annas as the maxiand mum 4 annas 6 pies as minimum.

minimum No guaranted off-take specified.

Same as Titaghur.

No guaranteed period specified.

Ditto.

stated The Company that their terms would meet the existing charges for weeding, etc., which presumably mean that they would harvest and transport the crop at their own expense.

Ditto

Questions and Arswers.

The Titaghur Paper Mills Co., Ltd.

The Great India Paper Pulp Manufacturing Co., Ltd. [26th May Messra. Faujilall Ram Lall.

6. The Company undertake to establish a pulp or paper mill or pulp mill within the Santal Parganas within 10 years failing which the licenso will be cancelled. The Company agreed to establish a paper or pulp mill and stated that they had made enquiries about plant and equipment but did not give any definite details.

Same as Titaghur.

7. During the first five vears from 1st April 1946 the Company would pay Rs. 50,000 a year towards improvements in Subdivision Rajmahal Rs. 30,000 of should be spent on roads and bridges and Rs. 20,000 for schools, dispensaries and other items for the benefit of the Paharias. From 1951 onwards the will Company pay Rs. 15,000 a year, 10,000 of which is to be spent on roads, etc., and the balance on the Paharias.

The Company undertook to create a Development Fund by a suitable capital and a recurring grant out of the funds of the Company or otherwise, to be administered under the directions of Government for the extension of sabai cultivation and creating conditions conducive to the development of the industry. They undertock to grant profit-sharing bonus to the growers, and to safeguard the growers' interest in this connection to take growers' representative as a member of Directors. No figures were however given.

Same as Titaghur plus Rs. 15,000. It was not clear whether was meant to be an annual addition Rs. 15,000, i.e., makin g 65,000 a year and Rs. 30,000 a year therefore, or whether a total of Rs. 15,000 be distributed over the period of the license Was meant.

ALLEGATIONS AGAINST POLICE OFFICERS SERVING IN THE SUB-DISTRICT OF SAHABSA AND THE ACTION TAKEN AGAINST THEM.

170. Mr. RAJENDRA MISRA: Will the Hon'ble Prime Minister be pleased to state—

- (a) whether it is a fact that the public of the sub-district of Saharsa have made allegations to Government against several officers of Police Department serving in the said sub-district;
- (b) if the answer to clause (a) be in the affirmative what action is proposed to be taken to set the matter right?