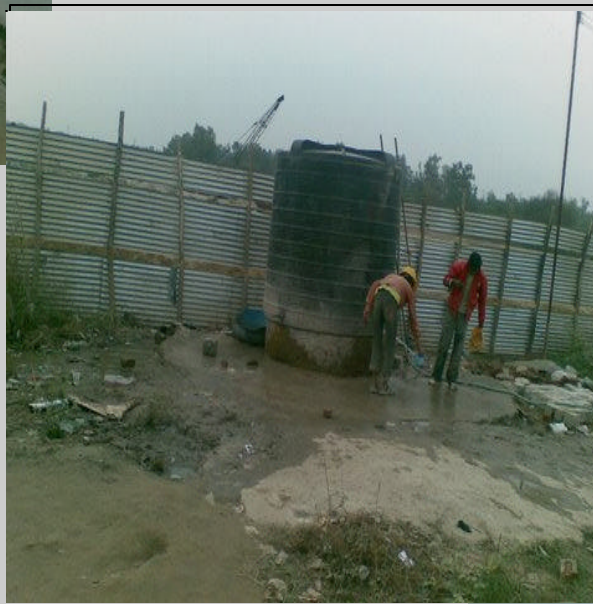


In the Name of National Pride

(Blatant Violation of Workers' Rights at the Commonwealth Games construction site)



**Peoples Union for Democratic Rights,
Delhi
April 2009**

A Worker Reads History

*Who built the seven gates of Thebes?
The books are filled with names of kings.
Was it the kings who hauled the craggy blocks of stone?
And Babylon, so many times destroyed.
Who built the city up each time? In which of Lima's houses,*

*That city glittering with gold, lived those who built it?
In the evening when the Chinese wall was finished
Where did the masons go? Imperial Rome
Is full of arcs of triumph. Who reared them up? Over whom
Did the Caesars triumph? Byzantium lives in song.
Were all her dwellings palaces? And even in Atlantis of the legend
The night the seas rushed in,
The drowning men still bellowed for their slaves.*

*Young Alexander conquered India.
He alone?
Caesar beat the Gauls.
Was there not even a cook in his army?
Phillip of Spain wept as his fleet
was sunk and destroyed. Were there no other tears?
Frederick the Greek triumphed in the Seven Years War.
Who triumphed with him?*

*Each page a victory
At whose expense the victory ball?
Every ten years a great man,
Who paid the piper?*

*So many particulars.
So many questions.*

— Bertolt Brecht

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Preface

In 1982, the Asian Games were held in India in Delhi. At that time, PUDR had conducted a survey of Asiad's construction sites and found gross violations of several labour laws. On the basis of these findings, a letter was written to Justice P.N. Bhagwati, the then Chief Justice of the Supreme Court. The Chief Justice accepted the locus standi of PUDR in the matter, heard the case as a Public Interest Litigation (PIL) and gave a historic judgment in favour of the Asiad workers.

Now, more than two decades later, the country is going to hold an even bigger international sports event—the Commonwealth Games in 2010. Given our experience of the Asiad Games, PUDR decided to investigate the working conditions at the construction sites for the Games as soon as the construction began there. Our apprehension was that like in 1982, there would be no concern for workers' rights. This apprehension was also based on the fact that post-liberalization, the violation of workers' rights has become far more rampant and universal, and the contractualization of the workforce is on the rise. Most importantly, in this period, the Indian state has tended to favour private capital at the cost of the poor.

We tried to investigate working conditions at the Commonwealth Games Village site near Akshardham temple for almost a year. In contrast to the Asiad times, the access to the construction site itself turned out to be a big hurdle. There was a great deal of secrecy and we were denied access to the work sites despite repeated attempts. Our efforts to seek permission from the administration to visit the site were also futile. Often, 'terrorism' was cited as the reason for denying permission. The construction companies and the state seemed to be working hand in glove to prevent any monitoring of the conditions at the work sites.

On 14 December 2008, a worker died in an accident at the same site. What followed was unprecedented: workers at the site struck work and demanded that his body be released and shown to them. They also demanded better working, living and sanitation conditions. This struggle was widely reported in the media, where several observations were made about the poor safety measures followed in these sites. Ironically, this accident paved the way for PUDR to conduct a fact finding and speak to some workers at the site. Although it must be mentioned that this could not continue for too long because of physical threats as well as intimidation by goons of the construction company.

This report attempts to show how the administration is colluding with builders by giving them a free hand vis-à-vis the labour laws, and how this has led to the denial of fundamental rights to the poorest citizens of India.

Chapter 1

Accident and workers' agitation

The eighteenth **Commonwealth Games** are scheduled to be held in New Delhi between 3 October and 14 October 2010. About eighty-five Commonwealth nations will be taking part in this event. All across the city of New Delhi, the construction of sports, transport and accommodation facilities for players and other visitors is on in full swing.

An estimated sum of Rs. 5,200 crore was sanctioned by the Government of India to the Delhi government for revamping infrastructural and sports facilities here, and the construction projects have been assigned to different government authorities—the Central Public Works Department (CPWD), the Delhi Development Authority (DDA), the New Delhi Municipal Corporation (NDMC), and the Municipal Corporation of Delhi (MCD). These bodies, in turn, have contracted multinational real estate and construction companies for the physical execution of these projects. Some major projects for the games are listed in Table 1.

Some other major projects directly or indirectly linked to the Games are—the construction of a dedicated Metro line from the airport to the city centre, a four-lane 2.2 km underground road from Ring Road to Lodhi Road, twenty-five new flyovers, bridges and under-bridges, a new eight-lane expressway from Gurgaon to Delhi, as well as the up gradation of several hotels.

Needless to say, large numbers of contract workers are employed in these massive construction sites. While the projects and their delays are often in the news, almost nothing is heard about the working and living conditions of the thousands of workers or about how the pressure of meeting dead lines is affecting their work conditions. It was only after the above mentioned accident and an agitation by workers at the Commonwealth Games Village site (CWGV) that the workers became visible in the media.

A) THE 'ACCIDENT'

An accident occurred at the residential block of the CWGV construction site near Akshardham temple on 14 December 2008 at around 9.30 am. A part of a malfunctioning crane fell from a height while transporting material, killing a 28-year-old worker, Shailendra Kumar, on the spot and injuring another worker, Manish. Soon after, a large number of workers gathered near Gate Number 2 of the site and began protesting when the body of the victim was being shifted from the site to the Lal Bahadur Shastri Hospital. Work was stalled for two days after the accident, during which the agitation continued. A PUDR team met several workers at the gate where they were sitting on *dharna* a day after the incident.

Shailendra's post mortem was done a day after the accident. He was from Gurdaspur, Punjab and was working at the site along with his brother and uncle, who claimed his body. He was an employee of Ahluwalia Contracts India Ltd., one of the sub-contractors managing construction at the residential complex and was working as a helper on crane number 10 when it collapsed on him.

Following the accident, a case of negligence was registered against Ahluwalia Contracts at the Pandav Nagar police station and the DDA announced an inquiry into the incident. The Forensic Science Report later concluded that the crane was defective and thus the crane operator and the security officer have been held liable for negligence.

for negligence. But even till March no arrests have been made. The report of the inquiry by the DDA is not out till now.

Two unions, 'The Delhi Asangthit Nirman Majdoor Union' and 'Mahanagar Asangathit Majdoor Union', both affiliated to INTUC and also to a South Asian international umbrella union, Building and Woodworks International

Major Commonwealth Construction Projects			
Project	Govt. Authority	Company	Project Cost
Commonwealth Games Village	DDA	Emmar-MGF	Rs.321 crore
J N Stadium Sports Complex	CPWD	Era Infra Engineering Ltd	Rs. 111.27 crore
Indira Gandhi Stadium Complex	CPWD	Era Infra Engineering Ltd	Rs. 79.20 crore
Talkatora Indoor stadium	NDMC	Simplex	Rs.75 crore
Dwarka Convention Centre	DDA	DLF	Rs.3,000 crore
Siri fort Indoor Stadium	DDA	DDA itself	Rs. 200 crore
Thyagraj Stadium	CPWD	JMC (London based)	297 crore
National Stadium	CPWD		200 crore
Shivaji Stadium	NDMC		100 crore

(BWI), have been trying to mobilize the workers and also to get them registered with the Welfare Board (as laid down in The Building and Other Construction Workers' [Regulation of Employment and Conditions of Service] Act, 1996) (from now onwards BCW Act) for the last few months. After the accident Ahluwalia Contracts had announced an interim compensation of Rs. 60,000 to the victim's family. These

unions negotiated with the company for a compensation of Rs. 5 lakhs above this amount, and the finally this amount was given to the family by Ahluwalia Contracts in the month of February.

Workers at the CWGV site claim that a number of workers have similarly died or been injured in accidents at the site since the work started here last year They also claim that the

bodies of the victims are simply disposed off and the injured are sent back to their villages. Workers reported that 70 to 200 labourers have died at this site due to work related mishaps. Union representatives, however, said that there have been about 20 fatal accidents, a much lower number, but nevertheless an alarming one. No such accidents have been reported in the media, but the workers told the PUDR team about specific incidents like a *beldar* having died near tower number 2 about two months back, that is in October 2008, and three workers, including a woman, having died a night before Shailendra's accident. Several workers are also reported to have died of illness.

There is no way of proving or disproving these claims or of verifying the numbers of those dead or injured since entry into the construction site is impossible. The site is enclosed within high walls with heavy security at the gates. Workers are allowed in only after checking their gate passes and others simply cannot get in. In fact, PUDR was made to run from

pillar to post when we asked for permission to visit the construction site from government bodies (see section Lack of Transparency). The experience of the union at the site is also very similar. Following the first visit during the workers' agitation, PUDR could visit the residences of the workers called 'camps' twice, but on the third visit to one of the camps, the team was manhandled and thrown out by the security guards and some other employees of Ahluwalia Contracts. The team was told that area belonged to the company and the team members were trespassers. This lack of transparency led to apprehensions that things were not quite alright at the site.

B) THE WORKERS' AGITATION

As mentioned earlier following the accident, the workers stopped work and started to protest. The above mentioned unions also joined the workers' agitation. The agitation did not remain restricted to the accident because workers had many grievances regarding their living and working conditions. On 15 December,

Demands made by the unions to Ahluwalia Contracts India Ltd. on behalf of the workers

- 1) A compensation of Rs. 5 lakh to Shailendra's family.
- 2) Minimum wages as per Delhi Government norms to all workers.
- 3) The identity card issued to the workers should bear the name of the company, address, logo, etc., together with the name and designation of the issuing authority.
- 4) Cheap ration should be made available to the workers.
- 5) All safety equipment should be made available to the workers.
- 6) All the workers should be registered with the Delhi Building Construction Workers Welfare Board.
- 7) Workers should be paid the wages with attendance and wage rate mentioned on the cards.
- 8) Complete medical services should be made available to the workers.
- 9) Double wages for over time.
- 10) Payment of all pending wages by 25 December 08.
- 11) Workers should be paid their wages on 7th of each month.
- 12) Workers should be given two paid holidays in a month.
- 13) Electricity, water, cleaning facility & security should be provided at the camps at the site.
- 14) Union representatives should be permitted to visit the work site every Sunday at 4 pm to assess the facilities provided.

there was a round of negotiations between the workers, represented by the unions, and the representatives of Ahluwalia Contracts. In all, 14 demands were put forth by the workers and the company representatives verbally agreed to all the demands except one—that is 'weekly visits by the members of the union inside the construction site and the workers camps to monitor the facilities given to the workers (see box). Also in spite of this verbal agreement, the company refused to sign any such agreement. This was obvious because a written agreement would have been a proof of their not

being fulfilling statutory requirements so far. On the other hand a verbal agreement, which was made under pressure means little and more over not agreeing to the demand of weekly visits by the union makes the acceptance of the other demands redundant.

Some workers told us that workers who had actively participated in the agitation were later harassed by their supervisors. Some of the workers also complained that since the agitation, they are made to work one hour extra in lieu of the lunch hour.

Chapter 2

Working and living conditions at the Commonwealth Games Village site

A) EMPLOYMENT AND WORKING CONDITIONS

The contract for developing residential facilities at the CWGV was awarded to Emaar-MGF, a multinational construction company. The residential facility at the site will comprise of 4000 rooms and December 2009 has been scheduled as the date for the completion of the project. Of the three residential blocks, one third of the flats will be sold by the DDA and the rest by Emaar-MGF after the Games. Emaar-MGF sub-contracted the actual construction to various companies including Ahluwalia Contracts India Ltd., Sportina, Bhagwati Constructions, and Laxmi Enterprises.

These sub-contractors hire workers directly only in a few cases. For example, at the CWGV site, some of the workers, mainly skilled workers like, welders and cranes operators, are direct employees of Ahluwalia Contracts. However, these sub-contractors normally further sub-contract the work to smaller contractors or *thekedars* for different work operations like shuttering, plastering, flooring, plumbing, etc. It is not clear how many *thekedars* (henceforth called 'contractors) have been engaged at the CWGV site and as a result, it is also not known if any of these contractors are registered under

section 12 of the Contract Labour (Prohibition and Regulation) Act 1970 (CLA).

Most of the workers at the CWGV site have been hired by contractors, mainly through personal contacts in their respective States. Thus the contractors capitalize on their kin networks and rural poverty. The contractors make use of their social relations with the workers to influence them. For instance, when asked about their wages, some of the workers said '*bechara thekedar kya kare, usko hi rate kam milta hai!*' There can be 10–100 workers per contractor. Some of the workers have been working with the same contractors for years, and are taken to different work sites by them. The duration of employment in a particular site is not fixed and normally, the workers are not allowed to stay and work at a particular place for more than 4–5 months. One can actually see the constant entry and exit of workers from the work site. Not allowing workers to stay for long is a tactic to prevent them from getting organized or unionized. In the absence of a union of their own, the workers are not in a situation to question their contractors, leave alone enter into a direct conflict with them.

The workers at the CWGV site are from Bihar, Jharkhand, Orissa, Madhya Pradesh,

eastern Uttar Pradesh, and West Bengal. Some of the workers are from Punjab as well. We also met Bihari workers from Pune who had come to work in Delhi after Raj Thackarey's agitation against non Maharashtrians there. As a measure of protection for migrant workers, in addition to registration of contractors under the CLA, the contractors employing workers from outside are required to have licenses under Section 8 of the Inter-state Migrant Workmen (Regulation of Employment and Conditions of Service) Act 1979 (ISMW Act). It is difficult to gauge how many contractors have these licenses. PUDR filed an RTI with the labour department, (**see Appendix 4**) but not much information could be elicited on the subject. In one of the responses it was stated that two firms have licenses, without specifying what these licenses are for and under what statutes. The irresistible presumption that arises is that there is flagrant violation of the requirement of registration and licensing as contained in various statutes.

Nothing can be said about the total number of workers at the CWGV site with surety. According to the union, there are approximately 6000 workers at the site. The Regional Labour Commissioner (Central) informed us in May 2008 that there were 4106 workers in all, out of which 229 were skilled, 833 were semi skilled and 3004 were unskilled. As per some of the workers, there were up to 15000 workers on site at one point. Our observation is that the number of workers keeps on fluctuating and in any case, maintaining ambiguity in the number of contract workers is one of the methods by which contractors escape accountability.

The workers also seem to know very little about the company that employs them. According to some workers attached to Ahluwalia Contracts, at the time of hiring, they gave all their details like the name of their village, address, father's name and even the impression of their fingers. However, the workers themselves do not know the address of the company or any of its officials.

A.1 Proof of employment:

Most of the workers do not possess an identity card. They only get a gate pass, which does not have the name of the company or of the contractor they are associated with or their date of joining or any other details. None of the workers get any pay slips or receipts. Thus the workers do not have any proof of their employment or duration of employment at the site. Some of the workers employed directly by the company are given punch cards (a white blank plastic card with a magnetic strip). But this can only be read on a machine programmed with specific software. The main purpose of this card, according to the workers, is to record the time of entry at the gate. This punch card also serves as the proof of their being employed there. However, not all workers directly employed by the sub-contractor companies have such a punch card.

As per the ISMW Act, Section 12 (b), all migrant workers are to be issued pass-books affixed with a passport size photograph and including the following particulars: date of recruitment, date of employment, wage period, name and address of workman. None of the workers at the CWGV site have such pass books.

A.2 Wages:

(i) Non payment of minimum wages — None of the workers employed by the contractors are paid the legally stipulated minimum wages as well as overtime. Most workers at this site were engaged by their contractors without mentioning the kind of work, conditions, wages, etc. No negotiations were done regarding these issues because the workers desperately needed work which they could have got only through the contractors.

There is a lot of variation in the wages received by the workers because these are arbitrarily decided by the contractors. The unskilled workers at this site are getting Rs.85 to Rs.100 per day for 8 hours of work as against the stipulated minimum wages of Rs. 142 till February 09. As per statutory requirements, if the workers are made to work for more than 8

As good as it gets:

Life histories of two unskilled contract workers

Ramsaran Das is 19 yrs old and belongs to a scheduled caste community. He has studied upto the 8th standard. He has come to Delhi about 3-4 months back. Earlier he was working in a bangle making factory in Firozabad. He has been working in this factory since he was 10 yrs old. He has four brothers and 3 sisters. The family owns about 2 bighas of land, which is just not enough for their survival. Two of his brothers are working at the same site and one is still working in Firozabad, where they get slightly better wages, Rs. 130 per day for 8 hrs of work.

Ramsaran and his brothers are working with a contractor called Hiralal and the wages fixed for them is Rs. 100 per day for 8 hrs of work. But how much would they be paid, is absolutely uncertain, because the payment is not made regularly, rather there is an absolutely informal arrangement. According to Ramsaran the contractor pays them or sends money orders to their family when as and when they ask him to do that. Their pending dues would be paid at the time of final settlement. His brother has known this contractor for 3 years. Ramsaran on persistence told the PUDR team that whenever they ask the contractor for payment he says he cannot make the payment because he is not getting the money from above. So far Ramsaran has taken only Rs. 2000 from the contractor, which were sent to the family through money order by the contractor.

He said that he did not get shoes or gloves here. There is no door in the room given by the company, in which he lives with his brother, so they feel cold at night. They cook in the same room. There is no electricity in the room. There was no bathroom earlier, but it was started few days after the accident. He does the work of wire binding, but there is not much work left, he was thinking of going for work somewhere else after Holi.

He has just seen the river Jamuna and Akshardham temple in Delhi, because he has come to work and not for enjoying!

Twenty five years old Rajesh Morya is from Pratapgarh UP near Allahbad. He is also presently working with Hiralal contractor, he has been working with here for last 6 months. Rajesh has three brothers and one sister. His mother died when he was still a child. The family owns 4 *bighas* of land. Wheat and rice are sown here. The family has a pump set for irrigation. One of his brother works at the same site, another works in the fields at home and the third works as gardener in Sultapur in a private farm getting Rs. 6000 per month. Rajesh started working when he was 17 years old. He worked as a gardener in Sultapur near Chatarpur temple in a private farm. The owner, woman did not pay him and other workers any money, so they left that place and worked as unskilled labour in Gurgaon. After this he worked near Rajokari camp (Palam) before he came here. He worked there for 6 months but the contractor paid him only one month's wages. Rajesh knows that contractor and has his phone number and address. But whenever Rajesh asks him for money, he says he would give the money later. Rajesh is helpless because he has no proof of the work done.

Rajesh himself does not know what is the basis of his faith in this contractor. This contractor has paid him Rs. 20,000 and around Rs. 6000-7000 is pending with the contractor.

Rajesh is married and has two young children. He is sending his three years old daughter to a private school, because no teaching happens in Government school. He said he will go home for Holi but would come back to Delhi because there is no work in the village.

In some other cases, the workers are not able to locate their contractors on reaching Delhi on the basis of phone calls from them. The PUDR team met workers frantically looking for their contractors as they did not have any money with them even to have food.

hours, the overtime is to be calculated as double the amount of the regular wage rate. That is, as per the last years minimum wages, an unskilled worker should be paid Rs. 284 for 12 hours of work. No such double payment is being made for overtime at the CWGV site. Workers who are paid Rs. 100 for 8 hours are paid Rs. 150 for 12 hours, instead of Rs. 200. Notice that Rs. 100 is the maximum amount paid to an unskilled worker. This means a worker who gets Rs 150 for 12 hours is losing Rs. 134 per day in stipulated wages and overtime. Note that Rs. 100 is the maximum wage rate for unskilled workers at the site. On the other hand a worker getting Rs. 85 for 8 hours of work gets Rs.125 for 12 hours of work, which is Rs. 175 less than his due. **The non payment of minimum wages is a violation of Section 12 of the Minimum Wages Act, 1948 and Section 13 of ISMW Act. The non payment of overtime is a violation of Section 14 (1) of the Minimum Wages Act, Section 29 (1) of the BCW Act and Rule 234 of the Delhi Buildings and Other Construction Workers (Regulation of Employment and Conditions of Service) Rules, 2002 (DBCW).**

Most important of all is the violation of the Bonded Labour (System)

Abolition Act 1976, and the violation of Article 23(1), which read together have been interpreted by the Supreme Court to mean that non-payment of minimum wage amounts to forced and therefore bonded labour. This is a criminal offence as well as a constitutional offence.

Reportedly, about 5% of the unskilled workers at site are women and they are paid slightly lower than their male counterparts for the same kind of work. For example, if a male worker is paid Rs. 85, then the female worker is paid Rs.80. **This is a violation of the Equal Remuneration Act, 1976 and Section 16 (b) of the ISMW Act.**

Workers are never given the paid weekly off as required by the Minimum Wages Act and are made to work all seven days. **This is a violation of Section 28 (b) of the BCW Act, Rule 235 of the DBCW Rules and Section 13 (b) of the Minimum Wages Act. In addition, as per Section 28 (c) the BCW Act, Rule 235 (4) of the DBCW Rules and Section 13 (c) of the Minimum Wages Act, if workers are made to work on rest days, they are to be paid twice the wage rate.** However, we found that the payment is never

Workers' Plight

Indian Express on 9 March 2009 reported that the workers at the Commonwealth village construction site have gone unpaid since December. After a gap of three months, the payment till month of January was released in the second week of March, but nothing was said about the previous dues. As per this news report the migrant workers complain that they are never paid on time, and whatever they get is in parts. DDA, Emaar-MGF and Alluwaliah Contracts which have been associated with Commonwealth village construction in different capacities (as discussed in the report) disown responsibility for the delayed and erratic payments to the workers. Officials of the Alluwaliah Contracts which is involved in execution of the project reportedly claimed that they could not pay the wages because of lack of funds which was to be supplied to them by the Emaar-MGF. Emaar-MGF on the other hand says that they have no responsibility for non payment of wages to the workers since they do not deal with workforce related matter. DDA the principal employer for the Commonwealth games village construction site is blissfully unaware of any worker related issues. It apparently relies on the contractors to furnish information and data on employment and payment of the workers.

made to the workers as per these clauses for making them work on the rest day.

The condition of semi-skilled and skilled workers is also not very different. Skilled workers like masons, welders, carpenters are paid between Rs. 120 and 130 for 8 hours of work, as against the stipulated minimum wages of Rs. 158 per day. The PUDR team met a pump operator who is paid Rs. 7,000 a month for working 12 hours on every day of the month and a *rajmistry* who is paid Rs. 150 per day for working 12 hours a day.

All the workers are aware of the statutory minimum wages, thanks to the campaign by the unions, but are not able to demand such wages because of the fear of losing work. Though non payment of minimum wages is a criminal offence, but as expected no case has been filed against the offenders in spite of the fact that non payment of minimum wages is a norm rather than exception at the CWGV.

The ISMW Act also states that the contractor is supposed to pay the workers a Displacement Allowance (Section 14) and a Journey Allowance (Section 15). No such allowances have been paid to the migrant workers at the CWGV site. Similarly, **Section 18 of the ISMW Act clearly states that if the contractor fails to pay full wages, allowances and provide facilities under Sections 13, 14, 15 and 16 of the Act then the liability of payment of these dues lies with the principal employer.** In the case of the CWGV site, the DDA is the principal employer and hence liable to make the payments of all the workers.

(ii) Mode and schedule of payment — The mode and schedule of payment is also absolutely arbitrary and exploitative. Full payment of wages is never made to any worker. Workers do not get any pay slips or receipts for the wages paid to them. They are made to sign in a register that the contractor maintains, which does not include details such as the amount paid or the number of days and hours of work completed. Some workers also reported

that they are made to sign a computer generated slip at the time of payment, but this slip is not given to them.

Listed below are some of the modes of payment of wages:

- Some workers are paid on a monthly basis. But their first payment is made after 45 days, of which, 30 days wages are kept by the contractor as 'security deposit' to be paid to the worker at the time of the completion of work. Thereafter, payments are made monthly, but from this also, 5 days dues are kept by the contractor.
- In other cases, there is an informal arrangement of payment. The contractor only pays the workers for their day to day needs and the rest of the dues remain pending with the contractors. When a worker goes home on leave, some amount is given to him. Also, if a worker wants to send money to his family, the contractor sends an arbitrary amount much lower than the dues by money order and shows the receipt to the worker. Workers believe that contractors who make payments at the time of emergencies in their families are doing them a favour and remain obligated to them, even though the contractors are blatantly violating their basic rights. They also feel that their money is safer with the contractor as they do not have a proper, secure place to keep it.

Workers express full faith in their contractors and even say that they take care of them. However, on being probed further, their experiences of dues not being paid by the contractors at the time of completion of work also emerge. They actually live under constant fear of never receiving their dues, but are helpless. The worst is that they do not have any proof of the amounts pending with the contractors. Some of the workers told the PUDR team that they hesitate to ask the contractor to pay them their dues because the contractor may ask them to leave.

Non payment of regular wages is a violation of the Section 45 (1) of the BCW

Act, Section 5(10) of the DBCW Rules and Section 16 (a) of the ISMW Act. Further such non payment also amounts to misappropriation under various provisions of the Indian Penal Code.

A number of workers reported that the contractors rarely pay the full pending amounts at the time of final settlement (which they refer to as 'final'). In fact, one of the workers wrote to the union about this. Almost all workers have dues pending with their contractors, which they may or may not get when they finally leave the work site. The chances of their not getting it are much higher.

Under Section 17 (4) of the ISMW Act, in case the contractor fails to make the payment of wages within the prescribed period or makes short payments, then the principal employer is liable to make the payment of wages or unpaid balance dues to the inter-state migrant workman employed by the contractor. Thus the DDA and through it the Union of India are the principal employer, who must not only make good the unpaid wages, but should also be prosecuted under various statutory provisions for not having ensured enforcement of these provisions.

Finally, under Section 17(3) of the ISMW Act, it is the duty of the contractor to ensure the disbursement of wages in the presence of an authorized representative of the principal employer. None of the workers at the CWGV site are given their payments in the presence of any representatives of the companies or the DDA.

B) SECURITY MEASURES AT THE CONSTRUCTION SITE

Elaborate guidelines regarding the maintenance and use of construction equipment and provisions at the construction site are laid out in the BCW Act and the DBCW Rules. For instance, **Section 40, 13(e) of BCW Act underlines the need for the proper erection, installation, use and maintenance of hoists, lifting appliances and lifting gear; periodi-**

cal testing and examination and heat treatment where necessary; precautions to be taken while raising or lowering loads; restrictions on carriage of persons and appointment of competent persons on hoists or other lifting appliances, etc. Similarly Section 42 (7) of the DBCW Rules states that whenever there is a possibility of the falling of any material, equipment or building worker at a construction site relating to a building or other construction work, an adequate and suitable safety net is to be provided by the employer in accordance with the national standards. Also Section 41 of the DBCW Rules states, 'The employer shall ensure at the building or other construction work that overhead protection is erected along the periphery of every building under construction which shall be of fifteen meters or more in height when completed.' It is very likely that because these safety norms were not followed at CWGV, the accident that resulted in Shailendra's death occurred.

According to a newspaper reports, Shailendra's brother who was working as crane operator on another crane said that Shailendra had earlier told his crane operator and engineer about the condition of the crane, but nothing was done. Shailendra did fulfill his responsibility of informing his seniors about the malfunctioning of the crane as is required under Section 8 (1) of the DBCW Rules, but the seniors failed to take appropriate action in time, leading to the fatal accident. It is clear that company officials did not pay heed to the worker's warning and made him work near a faulty crane. This again is a violation of the Section 5 (8) of the DBCW Rules. The accident also reveals that no attention is being paid to the maintenance of the machinery used for construction. Using faulty equipment and not spending on the maintenance of the equipments is a means of cutting costs, which for the company seems to be more important than the security of the workers. Also, it is important to

state that the CBW Act and the DCBW Rules require a mandatory enquiry in cases of accidental deaths, preferably a Magisterial Enquiry, and as far as PUDR has been able to ascertain, this has not been done.

As far as personal safety equipment is concerned, the entrance near Gate 2 has a prominently-displayed sign board that says, 'SAFETY PARK, PERSONAL PROTECTION EQUIPMENTS'. This is followed by a listing of safety equipment supposedly provided to the workers, including, ear muffs, ear plugs, black goggles, face shields, safety shoes, gum boots, safety belts, gloves etc. In reality, however, the workers do not get goggles (for welders), gloves or muffs. They are given fiber helmets for which Rs.150–200 is deducted by the contractor from their wages. According to the union, these helmets are not ISI-approved and are flimsy and break easily. Safety belts were not being provided till the recent accident occurred. The majority of the workers do not have shoes of any kind. Those who have got the shoes also reported that Rs. 300 was deducted for these. **Not providing these personal safety equipments at the cost of the employer is a violation of Section 54, 97 and 178 of the DCBW Rules.**

C) LIVING CONDITIONS AT THE SITE

While it is true that temporary accommodation has been provided to the workers at the CWGV, the living conditions are dismal. There are four residential complexes, called camps, set up for the workers, one of these is inside the enclosed boundary at the CWGV site and the other three are outside it. We obviously could visit only the complexes located outside.

There are about 40 rooms in the first camp we visited. The size of these rooms is 10x10 feet and 6–8 people reside in each of these rooms. The rooms have brick walls and tin roofs. There are no doors and tin sheets have been provided to cover the entrance, hence there is no provision for locking the rooms and no protection from chilly winter winds. There is provision for an electrical bulb in the room, but none for fans. Cooking is done within the room. There

is one big PVC water tank for the entire camp, to be used for all purposes. This tank is never cleaned. There are no bathrooms or toilets in this camp.

In the second and third camps, the size of the rooms is around 8x8 feet, in which 3–5 people are expected to reside. The walls of the rooms are made of asbestos and they have tin roofs. They also have doors which can be locked. There are no windows or ventilators. There is no electricity in the rooms, though there are street lights. Cooking is done inside the rooms. Water is stored in large PVC tanks, which were overflowing at the time of our visit. One of these camps, where workers of the category pump operators, carpenters, *raj mistries*, electricians, etc., reside, has separate toilets for women and men. The other camp, however, does not have toilets. In both camps, there is an open *hauz* for bathing, with partitioned areas for men and women.

The roofs of some of the rooms in all three camps were reportedly leaking and the workers were not provided with tarpaulin sheets during the winter or rains to cover the roof.

According to many workers, the condition of the camp inside the enclosed complex is worse than that of the camps outside. This is likely to be true because this camp is absolutely inaccessible to outsiders. Workers referred to this camp as a '*murgi khana*'. There are two kinds of rooms here, some for families and large dormitories, with about 100 people residing in each of them. Workers sleep on bunk beds and there are three tiered bunks made of plywood. There is electricity but no fans. There is no arrangement for them to keep their luggage safely. The place is full of mosquitoes.

We were informed by the Regional Labour Commissioner (Central) that there is an RO plant for supplying drinking water to the workers. This in fact is true. The RO plant was installed for the residential complex for the players that is under construction, but right now is being used to supply water to the workers. The problem is that the water at the camps is stored in PVC tanks, which are not cleaned. So

the chances of the water being contaminated are very high.

Most workers have left their families back in the villages. But some have their families in these camps. Workers reported that there is a grocery shop in the complex, where every thing is over priced. The rates in this shop are as follows: wheat is Rs.15 per kg; rice, Rs. 20 per kg; half a liter of milk, Rs. 15; and a raw egg costs Rs. 5. Rs.8 is charged per local call. This shop, however, makes commodities available to the workers on credit. Since wages for the workers are arbitrary and irregular, they do not have money to make cash purchases from shops in the market. The workers therefore helplessly pay extra bucks to buy commodities from the grocery shop inside the complex.

The dismal living conditions described above do not in any way match the essential living conditions for workers laid down under Section 34(2) of the BCW Act and Section 243(a) and (b) of the DBCW Rules.

D) REGISTRATION WITH THE WELFARE BOARD

As per the BCW Act, all workers are to be registered as beneficiaries with the Building and Other Construction Workers' Welfare Board, as per the BCW Act in accordance with the rules laid down in DBCW Rules. These are social security provisions meant to provide a safety net for workers in the unorganized sector, and have emerged out of many years of struggle. **Under the Building and Other Construction Workers Welfare Cess Act, 1996 every contracting company must pay 2% of the total costs at the outset of the project into the Welfare Fund. This fund is to be used for the workers registered with the Board and the beneficiaries are provided several facilities like old age pension, compensation to the family through insurance in case of death due to accident, family pension, financial assistance - for women workers for getting themselves or the daughters married, to the women work-**

ers at the time of child birth, to the family through insurance in case of natural death, in case of accidents leading to injuries, for buying house, implements, education of children and for last rites. However this has been followed in the breach with the active connivance of state institutions such as the DDA and CPWD which have been indicted severely by the Controller and Auditor General in its reports of the year 2007 and 2008.

None of the workers we spoke to have been registered with the Board. According to the union, Ahluwalia Contracts claims that 3300 workers have been registered with the Welfare Board. However, not a single worker has pass-books as proof of their registration, which means that there is no guarantee that these workers are actually registered. And even if they are registered, they cannot avail the benefits because they do not have passbooks.

Although the employers do not directly benefit from the non registration of workers with the board, such registration can be a proof of their being employed by them. This is probably the reason why the employing establishments are not interested in registering the workers with the Board.

What was meant to be a beneficial legislation for the protection of the enormous unorganized workforce, is being defeated by the cold-blooded strategy of not registering them with the Board, and/or not providing them the proof of their registration.

E) MEDICAL FACILITIES

According to the workers the arrangement for medical treatment is also not proper in the CWGV site. There is a clinic and a doctor at the work site, but he gives the same medicine (normally diclofenac) for all ailments. Workers often have to buy medicines from outside. In cases of serious illness, workers are sent to Chikitsa Hospital in Saket, where they are put on glucose. The union had earlier demanded government health facilities for the workers, but their demand was not accepted.

***For actual provisions under various Acts see Appendix 1**

Commonwealth Games and Environment

The manner of execution of various projects for the Commonwealth Games has also drawn the attention of environmentalists. Not only are many environmental norms being violated at the Commonwealth Games village in the Yamuna river bed, it is assessed that construction at this site would lead to an ecological disaster and flooding of the city during monsoons. In 2008, a Delhi High Court bench stalled construction work at the CWGV site pending assessment of the environmental risks. The Supreme Court of India subsequently reversed the Delhi High Court's order as it was apparently causing inordinate delay in the progress of the project. In other incidents of environmental degradation, thousands of trees were felled at various Commonwealth Games sites for instance at the Siri Fort Stadium and near Delhi University. Paradoxically, the Delhi State government has declared the 2010 Commonwealth Games as the "Green Games"!

Chapter 3 Role of the state

We have seen in the last chapter that there are widespread violations of labour laws at the CWGV site. It is very unlikely that the administration is not aware of these violations, but instead of dealing with them as per the statutory provisions, the administration is taking some superficial measures to address them and it is trying to hide these from the media, trade unions and other organizations. This means that the administration operates hand in glove with the construction companies working in the area.

A) LACK OF TRANSPARENCY

PUDR decided to investigate the working conditions at the CWGV site in April 2008. We discovered that there was heavy security and outsiders were not allowed inside the construction site. The BCW Act and the DBCW Rules list elaborate norms for safety, health and hygiene, working conditions and for dealing with the emergency situations. But denial of access to the working site to independent organizations and the press makes the monitoring or review of adherence to these norms impossible.

Faced with the problem of inaccessibility, we decided to seek permission from the concerned authorities to visit the site. First we met the executive engineer at the site who told us that we needed to speak to the Chief Engi-

neer for permission. The latter told us that we would be taken to the site in a week or so, but that never happened. Our repeated reminders turned out to be futile. We met the Delhi Labour Commissioner, who told us that the site was under DDA, and hence under central government jurisdiction, so only the Chief Labour Commissioner of the center could give us permission for visiting the site. The Chief Labour Commissioner, in turn, said that it is the Regional Labour Commissioner's (Central) responsibility to monitor working conditions and that we should approach her for permission.

Accordingly, we visited the Regional Labour Commissioner (Central), who told us that she does not have the authority to grant us permission and that only the DDA could give us permission to visit the site. Following this, we spoke to the Director, Public Relations, DDA, who told us that she would talk to her seniors and let us know if permission could be granted to us or not, but she never got back to us. We made several attempts to get an appointment with the DDA Vice Chairman, but were never given an appointment to meet him. We were thus made to shuttle from one office to another, simply to be able to get permission to visit the site.

Incidentally, the Delhi Asangthit Nirman

Majdoor Union and Mahanagar Asangathit Majdoor Union had a similar experience when trying to get permission to visit the construction site. In fact a letter by Mangat Ram Singhal, Minister of Industries, Labour, Employment and Land & Buildings (Govt. of NCR of Delhi), to the Secretary (Labour) Govt. of NCT of Delhi for granting permission to the union to visit the village construction site turned out to be futile.

We tried meeting representatives of the main sub-contractor, that is the Ahluwalia Contracts, but were again faced with a maze of officials who refused to speak to us. When we contacted the Ahluwalia Contracts' office at Saket in south Delhi with our queries about working conditions, we were asked us to contact Madam Shipra at the CWGV site. When we called up at the number given to us (011-22701350), we were directed to another number (011-22701351), and from there to another number (011-22701354), and yet another (22701369)! Finally, we were given her mobile number. When we managed to speak to her, she refused outright and on further coaxing, asked us to meet her that afternoon. At the meeting, she told us that she was in the Planning department and although she had the answers, was not authorized to speak to us. She asked us to speak to someone at the Saket office and went as far as calling them up. After the call, she told us that this was not a matter for Ahluwalia Contracts, but for Emaar-MGF.

We visited the Emaar-MGF office next door, and met their Human Resources official, Mr Chakrabarty, who expressed disdain for our queries and said that his organization was not the contractor, but the supervisor. He asked us to speak to Mr Bharat Srivastava, General Manager (Administration). The GM (Administration), however, was at the Saket office of Ahluwalia Contracts and his juniors feigned ignorance when we asked for the fax number and even said that they did not have a fax number at all! Finally, a peon at the office helped us out with the fax number (011-22701376), to which we forwarded our list of queries the next

day. We are yet to receive a reply. This behaviour is akin to the incident of physical intimidation faced by the PUDR while visiting the workers' camp. Both are aimed at hiding the reality by the construction companies.

This extreme hesitation on the part of the administration and the construction companies to let anyone enter the site to investigate the working conditions obviously indicates that all is not well inside those boundaries. One must remember that transparency of governance is the first and foremost requirement for accountability, and such lack of transparency ensures that violations can continue unchecked. The administration is not just covering up the violations, but also not doing its duty of checking these violations.

B) APATHY OR COLLUSION?

The Regional Labour Commissioner (Central) informed the PUDR team that their department has been conducting regular investigations at the CWGV site through their Labour Enforcement Officers (LEO) and if any violation of labour laws is brought to their notice, these are then addressed. The Commissioner agreed to share their findings if we asked specific questions. **(See Appendix 3)**

We did get a reply to the questions sent by us, but the information was vague and incomplete. For example, the Department told us that 'some' of the contractors maintain muster rolls. **Under Rule 241 (1) of the DBCW Rules and Section 23 (1) of the ISMW Act, every employer/contractor is obligated to maintain a muster rolls, registers for wages, deductions, overtime, fines, advances, etc.** The labour department was silent on what actions it was taking against the contractors who are violating provisions of the above mentioned Acts.

To our question of whether any violations of labour laws have come to their notice, the Labour Department wrote 'Yes', without specifying the nature or extent of these violations. We were told that the workers were generally paid the minimum wages and whenever com-

plaints regarding payment of less than the minimum wages are received or comes to the notice of the LEO during regular inspections, necessary action is taken by the LEO 'by way of filing claim cases etc'.

Similarly, the Labour Department wrote that all the workers working at the site have a proof of their employment, without specifying the nature of the proof. We were also informed that the working hours at the site are as per the law, that payment is made every month, that workers are getting safety equipment like helmets, gloves, glasses, etc., that all workers get a rotational weekly off, and that there were no women workers and therefore no need for a crèche. Most of this information later turned out to be untrue from our fact finding.

We sought clarifications on this information sent to us, but did not get any reply. On being reminded, the Regional Labour Commissioner (Central) told us that they could not go on answering our queries because 'they had a lot of work to do'.

We realized from the Regional Labour Commissioner (Central)'s reply that there is no tangible mechanism in place to ensure that labour laws are followed at the CWGV site. There are no proper checks on the companies or the contractors and whatever is being done by the Labour Department is an eye wash. Abdication of responsibility of ensuring workers' rights by the labour department is **a violation of Section 42 of the BCW Act, Rule 20 of the DBCW Rules and Section 19 of the Minimum Wages Act.**

As mentioned earlier, the Regional Labour Commissioner (Central) told the PUDR team that the Department takes action whenever any violation is 'brought to its notice'. It is unlikely that a poor, vulnerable migrant worker, whom the contractor has given work on his own terms, would be aware or would even be in a situation

to make complaints about the violation of labour laws. In this regard, the observation of Justice Bhagwati in the *Asiad* Judgment is worth quoting: '...whenever any construction work is being carried out either departmentally or through contractors, the government or any other governmental authority including a public sector corporation which is carrying out such work must take great care to see that the provisions of the labour laws are being strictly observed and they should not wait for any complaint to be received from the workmen in regard to nonobservance of any such provision before proceeding to take action against the erring officers or contractor, but they should institute an effective system of periodic inspections coupled with occasional surprise inspections by the higher officers in order to ensure that there are no violations of the provisions of labour laws and the workmen are not denied the rights and benefits to which they are entitled under such provisions and if any such violations are found, immediate action should be taken against defaulting officers or contractors.'

Our experience with the Labour Department is not limited to their incomplete and vague answers. Our findings from December onwards from the CWGV revealed that most of the information given to us about the working conditions at the CWGV site was wrong. The violations are too widespread and it is impossible that the LEOs do not observe these during their visits to the site. Or is it that the Department and DDA are not interested in enforcing the labour laws? Are the two not interested in bringing the guilty companies and the contractors to book? If this is so, then it amounts to collusion between the state and vested private interests and calls for immediate action against the guilty administration.

Chapter 4

Asiad Judgment and its relevance

People's Union for Democratic Rights v. Union of India and ORS [1982] INSC 67 (18 September 1982)

In 1982 Asian Games were to be held in Delhi and construction for the games was happening at various places in Delhi. PUDR deputed three social scientists for the purpose of investigating and inquiring into the working conditions of the workmen engaged in the various Asiad Projects. Based on the report made by these three social scientists PUDR wrote a letter to the Chief Justice of Supreme Court Mr. Justice Bhagwati complaining of violation of various labour laws, seeking interference by the Supreme Court to render social justice by means of appropriate directions to the affected workmen. The Supreme Court treated the letter as a writ petition on the judicial side and issued notice to the Union of India, Delhi Administration and the Delhi Development Authority and in September 1982 delivered a historic judgment in favour of the workmen. Ironically the judgment remains as relevant today as it was 26 years back. So here we are giving some of the significant parts of the Asiad judgment.

SOME SIGNIFICANT OBSERVATIONS OF THE ASIAD JUDGMENT

1) The SC described the term '*begar*' used in Article 23 of the Constitution in detail. Article 23 provides a fundamental 'Right against exploitation' and makes a specific reference to the prohibition of bonded and forced labour. According to the SC '...where a person is made to work for less than the minimum wages, it would be considered forced labour as required by Article 23.' By this definition, forced labour includes giving less than the stipulated minimum wages, taking advantage of workers' extreme poverty and their powerlessness to bargain with the employer.

Article 23 is clearly designed to protect the individual not only against the State but also against other private citizens. That is, Article 23 can also be read as prohibiting 'traffic in

human beings and *begar* and other similar forms of forced labour' practiced by anyone else. So the violation of the Minimum Wages Act, 1948 is a violation of the fundamental right under Article 23 of the Constitution.

- 2) Violation of Equal Remuneration Act, 1946, that is, not giving equal wages to male and female workers for the same work, is a violation of right to equality under Article 14 of the Constitution.
- 3) The SC stated that through the Contract Labour (Prohibition and Regulation) Act 1970 and Inter State Migrant Workmen (Regulation of Employment and Condition of Services) Act, 1979, the basic human dignity of the workers is ensured and therefore their violation amounts to the violation of right to life and liberty under Article 21 of the Constitution.
- 4) The SC held the Central Government, Delhi administration and DDA responsible for these violations because as principal employers they are responsible for ensuring that these rights are not violated. The court issued notices to the above three and directed them to ensure that labour laws are adhered to. The court also said that the concerned authorities should develop machinery through which it can investigate violations of the labour laws. It further directed that in case violations occur, strict action should be taken against the contractors and the concerned officials.

If the directions of the SC in the Asiad Judgment applied to the context of the CWGV construction site, it is very clear that Articles 14, 21 and 23 of the Constitution are being violated with impunity. The administration is also disregarding this historic judgment by not taking suo moto action against the violations. The state in its inaction is colluding with the private vested interests and is therefore criminally liable under the various statutes and it is also liable for violations of the right against forced labour as contained in the fundamental rights chapter of the Constitution of India.

Chapter 5 Conclusion

PUDR is not opposed to sports and indeed considers them a way of achieving physical and mental well-being. However, spectacular events such as Commonwealth Games, for which over Rs. 5000 crores have been earmarked by the Indian government, are not designed to make available sports facilities to the masses. Above everything else, the most disconcerting fact is that the working and living conditions of unorganized construction workers, who are building these stadiums, hotels, residential quarters etc., with their sweat and toil, remain appalling and pathetic. Not paying workers even the minimum wages due to them is a form of *begari*, a form of feudalism, where the state expropriated labour from the subject population to host spectacles for the pleasure of elites. Sadly, in 21st century India, the state is reproducing the same conditions by letting transnational corporations get their work done at less than minimum wages, unmindful of the safety and welfare of workers. As a result, instead of the state acting as a model employer, it has become complicit in the exploitation of workers by ensuring that workers' rights do not come in the way of the project which has been termed a symbol of "national prestige".

PUDR's fact finding at the Commonwealth Games Village site revealed that several provisions under the labour laws—the Bonded Labour System (Abolition) Act, 1976, Minimum Wages Act, 1948, Contract Labour (prohibition and Regulation) Act 1970, the Inter-state Migrant Workmen (Regulation of Employment and Condition of Services) Act, 1979, and the Equal Remuneration Act, 1946 and The Buildings and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996, among others—are being violated by the employers. As per the Asiad judgment, this amounts to the violation of the fundamental rights guaranteed to all citizens of India under Article 14, 21 and 23 of the Constitution. These workers are working in

bondage and it is a huge disgrace for the nation.

Our fact finding was restricted to one construction site of the Commonwealth Games. But reports from the workers unions and other groups confirm similar violations of labour laws are taking place at the other sites as well. At different sites, the principal employers, that is, the DDA, the MCD, the NDMC, the CPWD, are liable to check violations, but are not doing that. In fact, the government is actively avoiding public scrutiny of the working and living conditions at the site by not allowing unions and civil liberties organization to visit the site and thus colluding with private interests, who seem to be freely operating outside the laws of the country.

The complete neglect of the rural economy and the anti poor policies of the state have led to loss of livelihood due to displacement, a dangerously intense agrarian crisis and non-existent employment opportunities outside agriculture in the villages. This results in the out-migration of the poorest sections of rural India to the cities as unorganized labour on a very large scale. These workers, who are struggling hard for mere survival, are in no state to bargain with their contractor, or complain to authorities. While our cities are built by them, hunger and deprivation traps them in unequal and exploitative relationships with their employers. This report is one step towards understanding the intricate tapestry of exploitative relationships caused by the state-enforced neglect of the rural economy.

The report also shows how institutions of the state, such as the Labour Department, the Welfare Board, police and other agencies like the DDA have abdicated their responsibility, which is to protect the interests of marginalized labour, who are disadvantaged in economic, social and legal terms. Sections of civil society, including the media, have also failed miserably to highlight the human cost of the Commonwealth Games.

Finally, a significant question seems to be: do these projects take for granted an endless

supply of the desperately poor? It is shameful that even as the Commonwealth Games is projected as a matter of national pride, the dignity of people who are actually labouring day in and day out for them remains insignificant. Therefore, we are convinced that unless construction workers, including contract labour, are allowed to unionize, no real improvements can be achieved in their living and working conditions.

PUDR demands

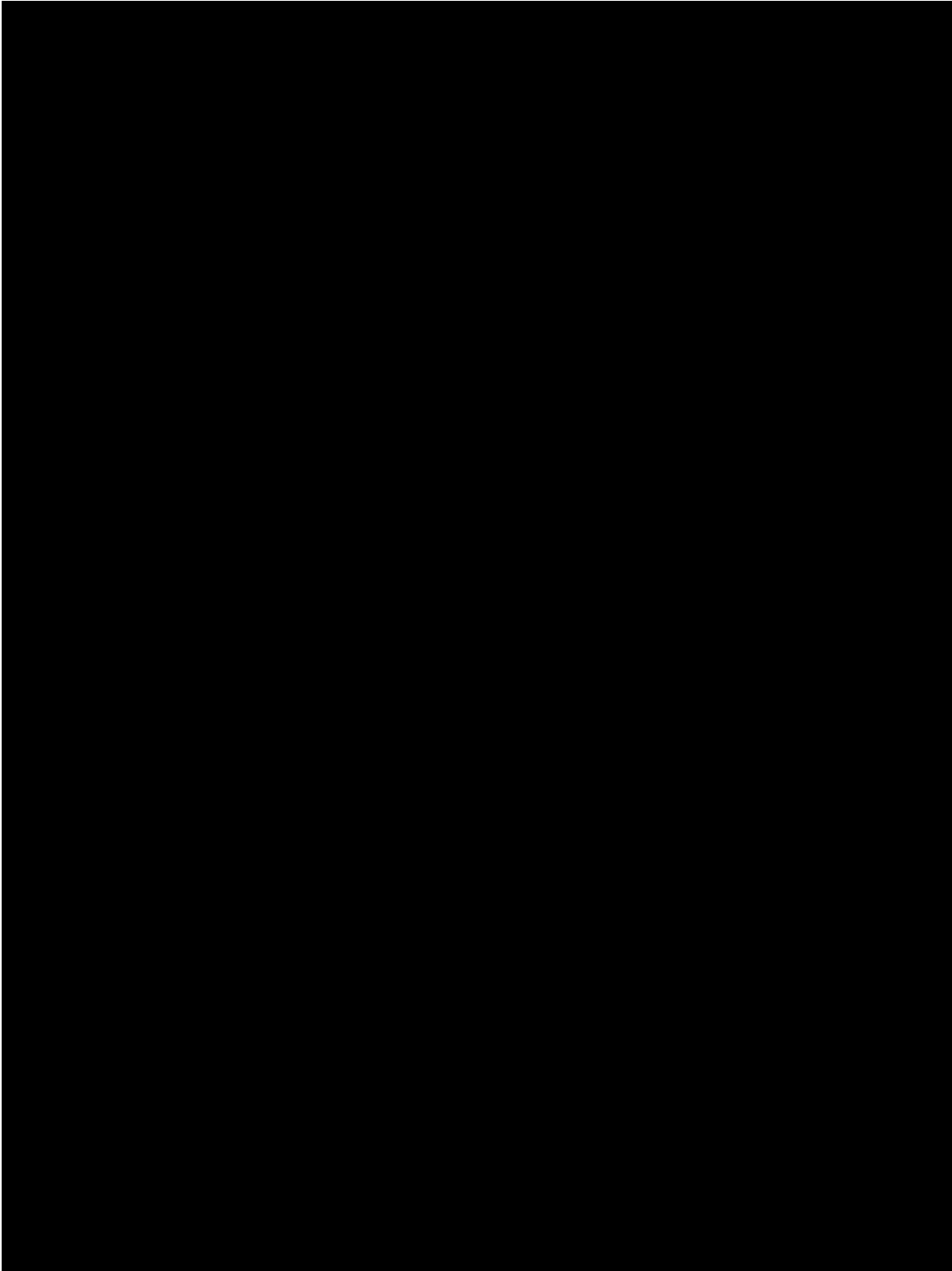
- That an independent judicial inquiry be conducted into the living and working conditions of construction workers across all the construction sites of the Commonwealth Games in Delhi.
- All pending wages and arrears amounting from non payment of minimum wages, non payment of overtime including for work done on rest days, short wages, non payment of journey and displacement allowance be made by the principal employers, as per the legal requirements.
- Prosecution of contractors and companies for their crimes and dereliction of duties as per the labour laws.
- Judicial inquiry into the lack of action

against violations of workers' rights by the government officials belonging to Labour Department, DDA and other principal employers and all those found complicit be brought to book as collaborators under the penal provisions of the relevant laws as well as the IPC.

- Appropriate safety measures as laid down in the laws to be provided at all construction sites.
- Appropriate residential, health and sanitation facilities as laid down in the laws to be provided to all workers.
- Registration of all workers in the Welfare Board to be done and a pass book, identity card and the Jan Shree insurance policy number be issued to every worker immediately.
- Workers' right to form unions and the right of trade unions to unionise these workers and to visit their work and living sites, must be upheld.
- All the Commonwealth construction sites should be made open for inspection at regular intervals by the judicial officer, and also by autonomous civil society organisations and trade unions.

Appendix 1

Violations of workers' rights under major labour laws



1. The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that proper record-keeping is essential for the success of any business and for the protection of the interests of all parties involved.

2. The second part of the document outlines the various methods and techniques used to collect and analyze data. It describes the different types of data that can be collected and the various ways in which this data can be analyzed to gain valuable insights into business performance.

3. The third part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that proper record-keeping is essential for the success of any business and for the protection of the interests of all parties involved.

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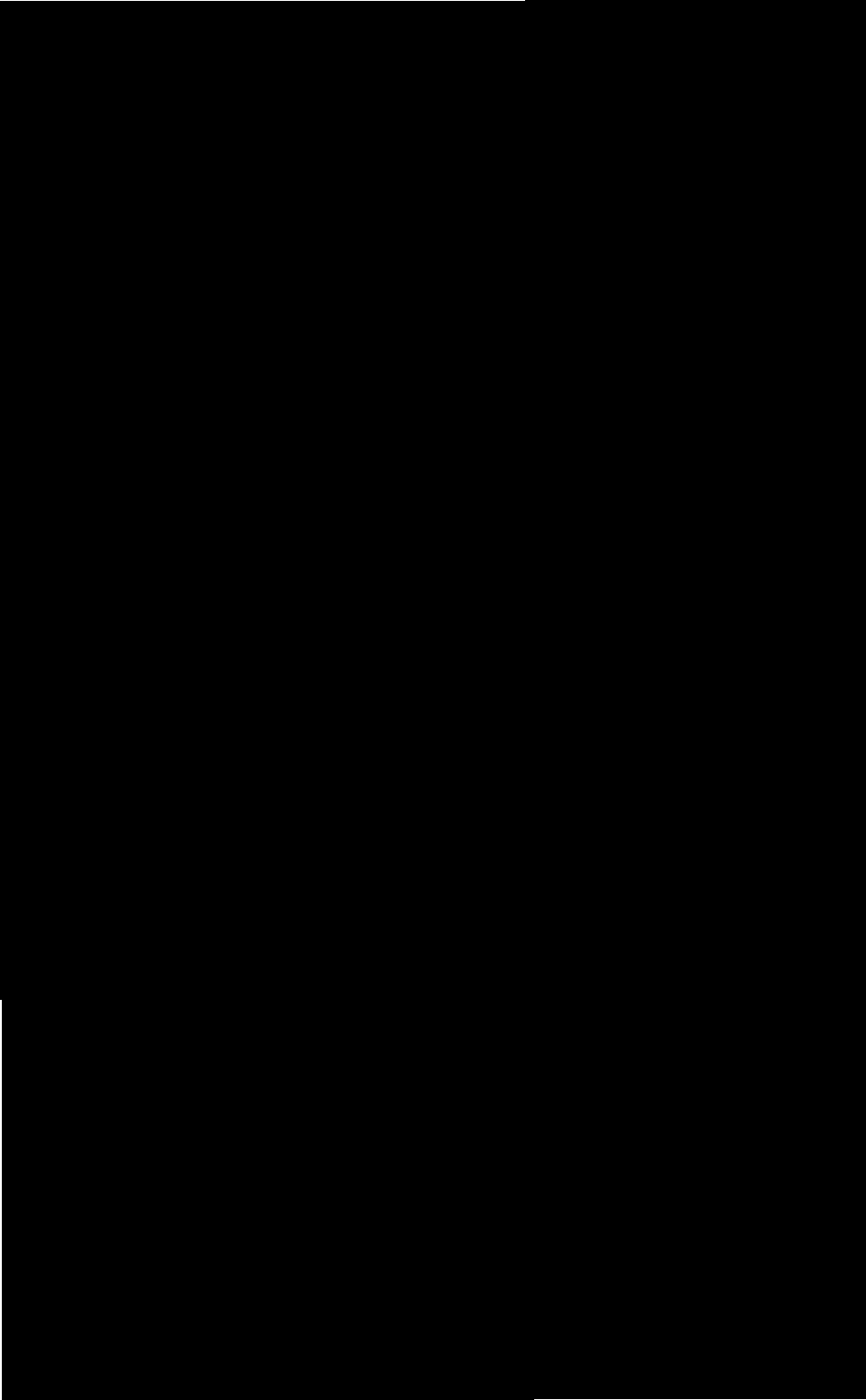
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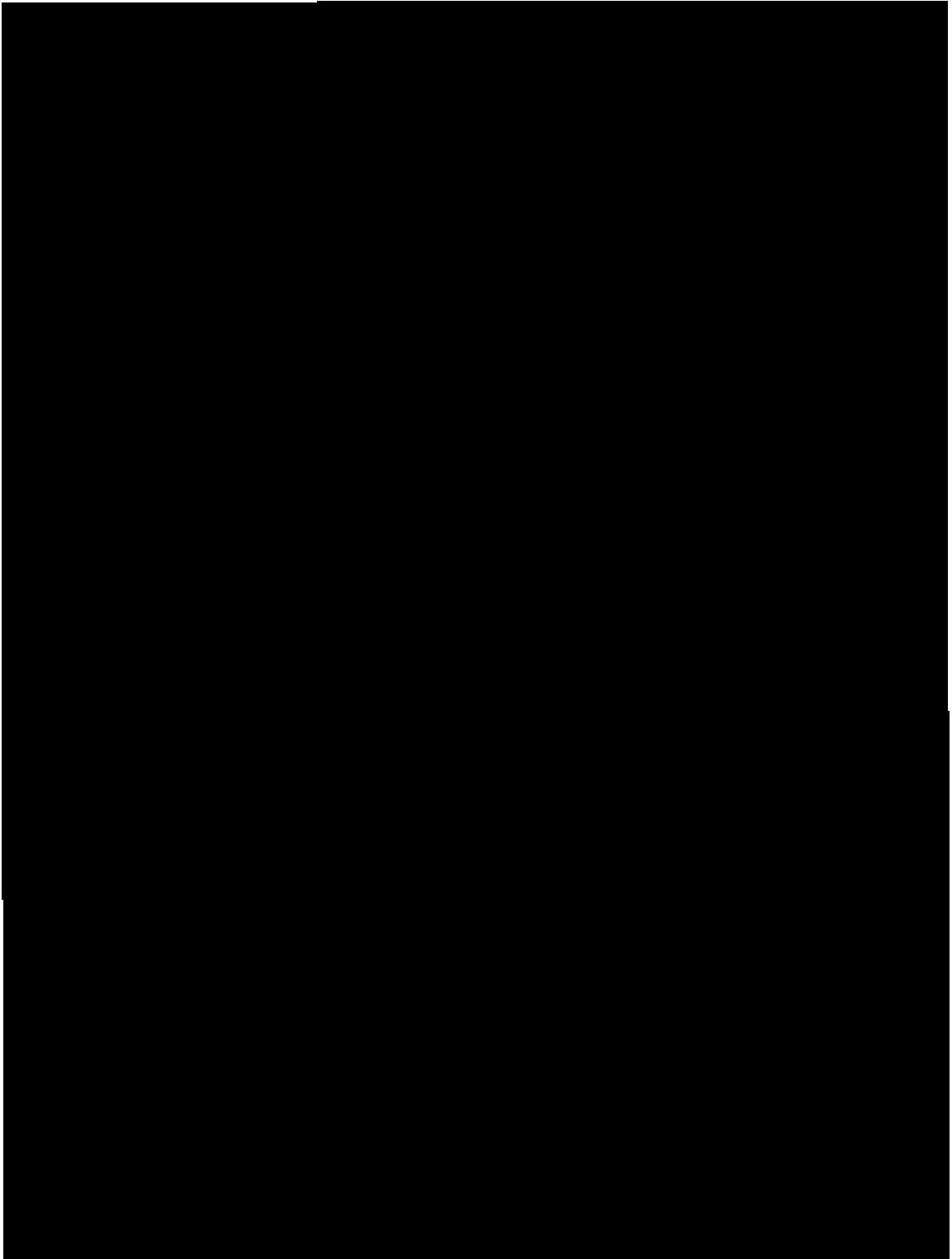
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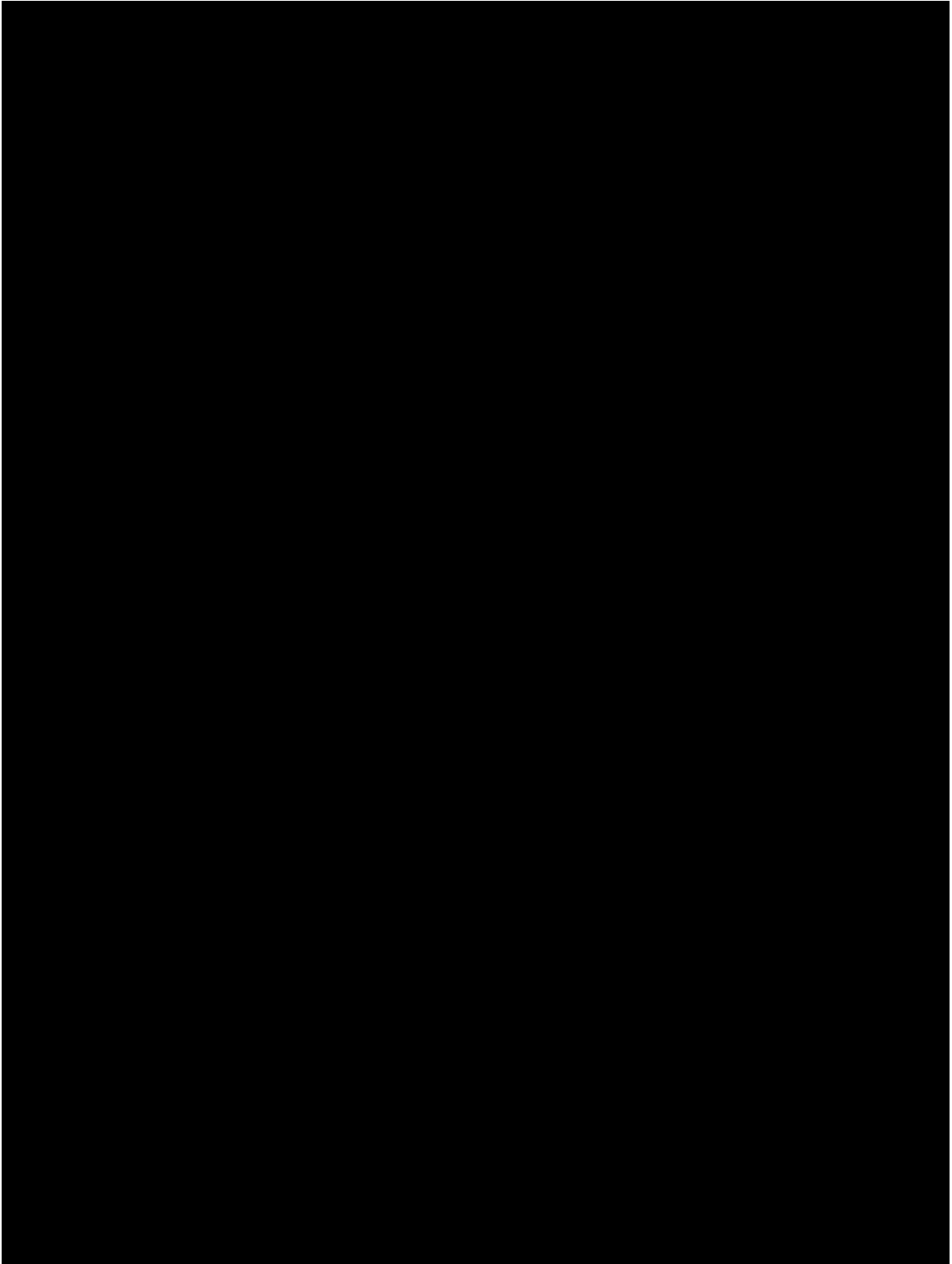
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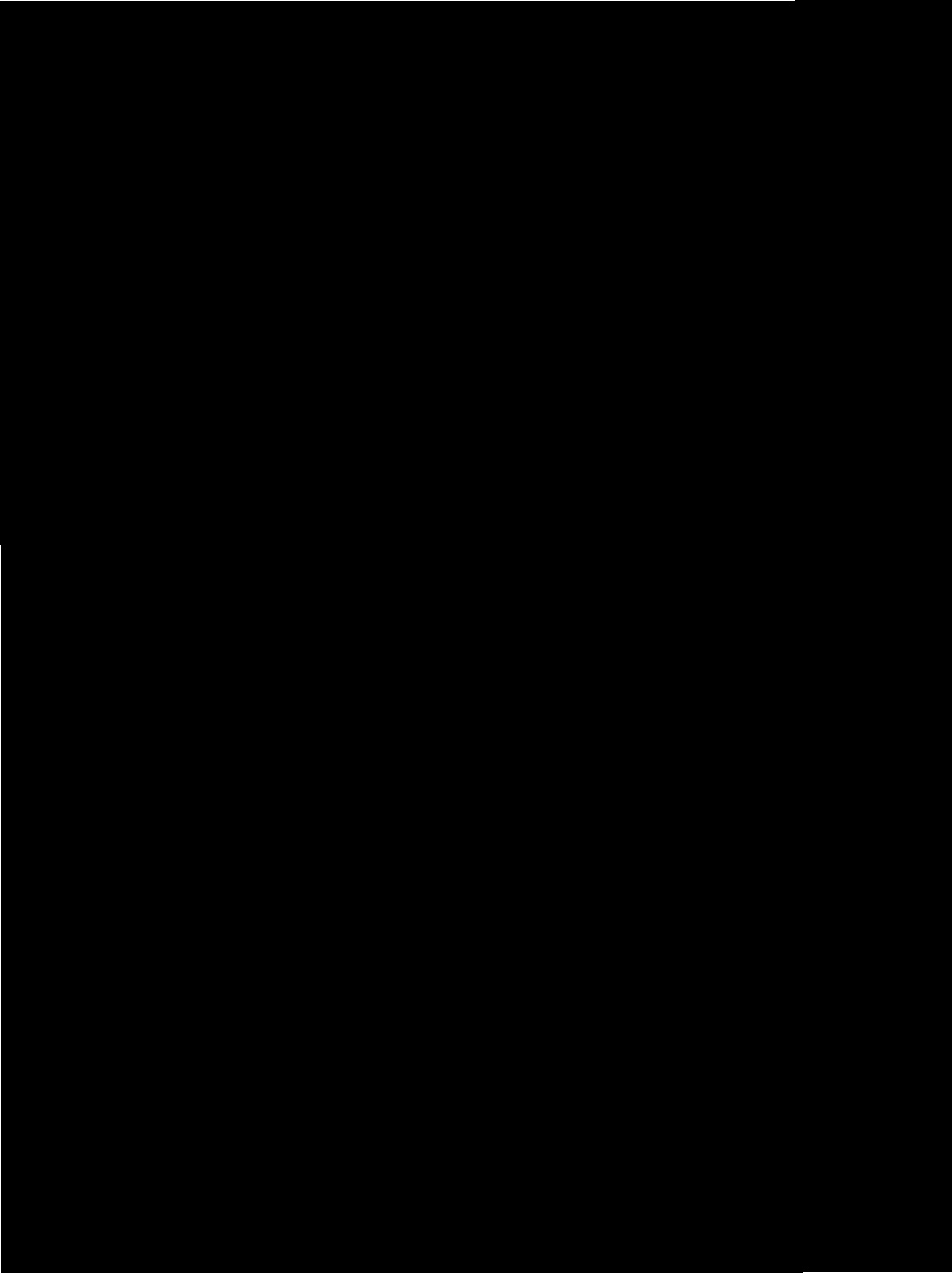
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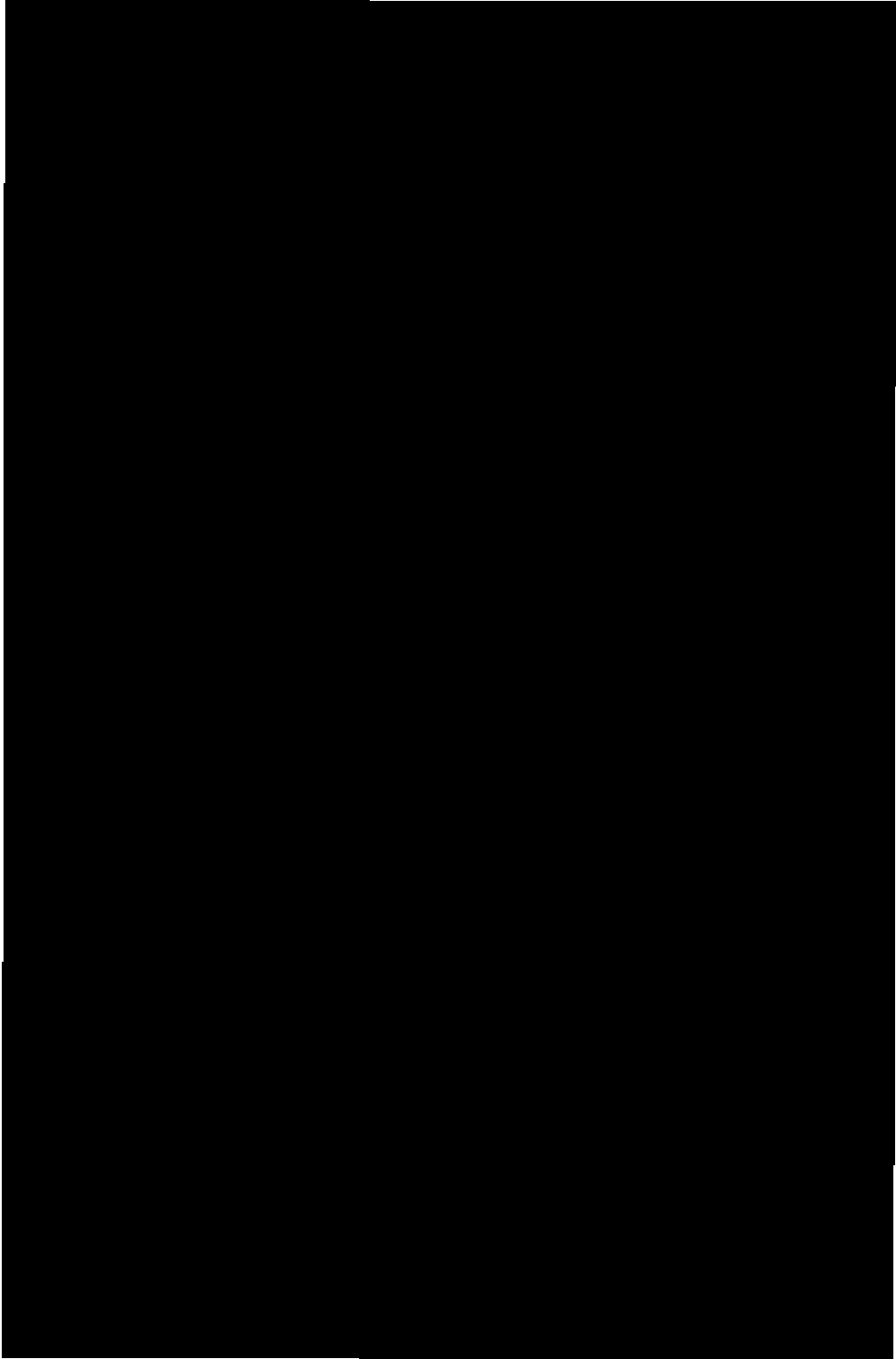
10. The tenth part of the document outlines the various methods and techniques used to collect and analyze data. It describes the different types of data that can be collected and the various ways in which this data can be analyzed to gain valuable insights into business performance.











1) *Non issuance of pay slips by contractors* is a violatio under **Contract Labour (Prohibition and Regulation) Act 1970** - According to its Rule 74-83: Every contractor has to maintain a register of attendance, wages, deductions, overtime, penalties, advance and also issue a pay slip.
2) *Paying less wages to women workers* is a violation of the **Equal Remuneration Act, 1976**

Appendix II

Profits made by employers by saving on workers' wages

The present minimum wage rates for the NCR applicable from 1.2.2008

Category	Wages per day, For 8 hrs of work Rs.	Wage with O.T. per day, For 12 hrs of work Rs.	Wages per month (26 days) For 8 hrs work Rs.	Wages with O.T. per month (26 days), For 12 hours of work Rs.
Un-skilled	142	284	3683	7384
Semi Skilled	148	296	3849	7696

(I) Misappropriation by the employers who pay less than the stipulated minimum wages at the Commonwealth Games Village site

As mentioned in the report, the unskilled workers are paid between Rs 85 to 100 per day for 8 hrs of work. If the worker is made to work for 12 hrs (which is quite common), they are not paid double the wage rate as required under the Minimum Wages Act, but are paid Rs. 125 to 150 for 12 hrs of work. The semi-skilled workers are paid about Rs. 120 to 130 for 8 hrs of work and normally paid Rs. 180 to 195 for 12 hrs of work.

Category	Wages paid per day for 8 hr work (Rs)	Money saved per day per worker for 8 hrs of work (Rs)	Wages paid per worker per month (26 days) for 8 hrs work (Rs)	Money saved per month per worker for 8 hrs of work (Rs.)	Wages paid per day for 12 hrs work (Rs.)	Money saved per day per worker for 12 hrs of work	Wages paid per month for 12 hrs of work (For 26 days	Money saved per month (26 days) per worker for 12 hrs of work (Rs.)
Un -skilled	85-100	57-42	2210-2600	1473-1083	125- 150	159-134	3250-3900	4134-3484
Semi Skilled	120-130	28-18	3120-3380	729-469	180- 195	116-101	4680-5070	3016-2626

The above table shows that on an average the employer is saving Rs 1278 per month from each unskilled worker for 8 hrs of work and Rs. 3809 for 12 hrs of work.

If we assume there have been on an average 4000 unskilled workers at the site all through, then the money made by the employers by not paying the workers according to the statutory provisions is around 51 lakhs and 152 lakhs per month

and Rs.6 crores and Rs.18 crores per year for 8 hrs and 12 hrs of work respectively.

Similarly on an average the employer misappropriates Rs 599 per month from each semi-skilled worker for 8 hrs of work and Rs. 2821 for 12 hrs of work.

If we assume there have been on an average 1000 semi-skilled workers at the site, then the money made by the employer by not paying the workers according to the statutory provisions is around 5.9 lakhs and 28 lakhs per month and Rs. 72 lakhs, and 3 crores per year for 8 hrs and 12 hrs of work respectively.

(II) Money saved by not paying overtime for rest days

As mentioned in the report the workers are made to work even on Sundays. The payment made for Sundays is the same as that on the other days. According to the DBCW rules, workers are to be given weekly off. If they are made to work on the rest days then the wages have to be double the wage rate.

In this way in a month an unskilled worker is made to work for 4 days with wages between Rs. 85 to Rs. 100 for 8 hrs of works though he should be paid Rs. 284 per day. So the amount of money made by the employers through this cheating on an average would be Rs. 764 for 8 hrs of work per month. **From 4000 unskilled workers the amount of money made per month would be Rs. 30 lakhs and Rs. 69 lakhs per month or 3.6 crores and 8.3 crores per year for 8 and 12 hrs of work respectively.**

(iii) Payment schedule, mechanism and appropriation

As mentioned in the text, the payment mechanism also is a source of further exploitation and also of making profits.

1st payment is made after 45 days, but payment is made for the work of only 15 days. The dues of the 30 days are kept by the contractor as security deposit which is supposed to be paid at the time of exit. However, many workers reported that this amount is hardly ever paid back.

Secondly, the subsequent payments are made in the interval of 30 days. However here also payment of 5 days is always kept pending. That is for each of the subsequent 30 days work, payment for the 5 days work is deducted on some pretext or oth-

Payment schedule	Working days	Payment for the days	Balance days	Balance payment for 8 hrs of work	Cumulative balance
1st payment	45	15	30	3683	
2nd payment	30	25	5	610	4293
3rd payment	30	25	5	610	4903

Therefore, an unskilled worker is losing nearly 85 days' wages in a year that according to the present rates amounts to Rs. 10393 for 8 hrs of work and Rs. 23004 for 12 hrs of work. From 4000 workers the money appropriated in a year in this fashion would be around Rs. 4 crores and Rs. 9 crores for 8 and 12 hrs of work.

These are the amounts remain pending with the contractors which are some-

times never paid.

These are huge sums. Commonwealth Village site the employers (The Emaar MGF, the contractors and the sub contractors) are making these profits through illegal means that is by the exploitation of the workers and by the collusion of the administration. These are the amounts made by the companies just from one site of the Commonwealth Games site. It is obvious that at the other sites also the private companies awarded the construction contracts and the contractors are minting money through similar misappropriation.

On the other hand if one sees the overall profit that the main company Emaar MGF and the subcontractors, would make in this project, this amount is negligible. But the private capital believes in making maximum profit and exploiting workers for this is a norm that is universally followed.

Appendix III
Our Correspondence with the Labour Department

To

28.3.08

The Regional Labour Commissioner,
Ministry of Labour,
New Delhi

Sub: Information regarding labourers at the Commonwealth construction sites.

Madam,

In our meeting with you yesterday, you told us that you have deputed three inspectors to examine the working conditions at the Common Wealth construction sites. We, members of Peoples Union for Democratic Rights, want to request you to give us the following information regarding the workers and the working conditions from the study conducted by your inspectors.

- 1) Names of the firms carrying out the construction and the number of licenses given so far.
- 2) Number of workers employed till now. Out of these how many are skilled, semi skilled and unskilled.
- 3) What is the nature of employment of the workers? Contract for a particular period or work wise contract?
- 4) How many leaves do the workers get?
- 5) What are the working hours?
- 6) Are there crèches at the work site?
- 7) Are the workers provided security equipments, e.g. helmets, gloves, glasses etc?
- 8) Are the workers paid wages as per the law by all the contractors?
- 9) How is the payment of wages made? Daily, weekly or monthly?
- 10) Are proper muster rolls maintained by the contractors or not?
- 11) Do the workers have proofs of their being employed there?
- 12) Where are the workers residing?
- 13) If they are residing inside the complex, then what kinds of houses are there for them? What kind of sanitation facilities are there?
- 14) What is the source of water? Are they getting potable water or not?
- 15) Are emergency medical facilities available at the site or not?
- 16) Have any violations of any of the labour laws come to your notice till now?

We would be thankful to you if you could give us this information or any other relevant information collected by your department.

Yours truly

PUDR members

c\o A-6/1 Aditi Apartments, Pocket D, Janak Puri, New Delhi 110058

E Mail - pudrdelhi@yahoo.com

Government of India
Ministry of Labour
Office of the Regional Labour Commissioner (Central)
Block - B, 2 - E - 3, Curzon Road Barracks, K.G. Marg, New Delhi 110001

No. ND. 95 (Misc.) 2008 - PA

1.5.2008

To,

PUDR members

A 6\1 Aditi Apartments,

Pocket D, Janak Puri,

New Delhi - 110058

Sub: Information regarding Labourers at the Commonwealth sites

Dear Sir,

With reference to your letter dated 31.3.2008 on the above mention subject. The point wise information is ad - seriatim.

- 1) Names of the firms : (i) Unity Infra Projects Pvt. Ltd. (ii) Ahluwalia Construction Company, (iii) Simplex Project Pvt. Ltd., (iv) Globe Civil Pvt. Ltd. (v) Shapoor Pallanji Co. Ltd., (vi) Nagarjuna Construction, (vii) Ansul Builders (viii) ITD, ITD-CEM, JV. No. of Licenses : 6 Licenses
- 2) Number of workers employed: 4106. Out of these 229 are skilled, 833 are semi skilled and 3004 are unskilled.
- 3) Construction of building, workwise contract upto Common Wealth Games.
- 4) Weekly rest (rotational)
- 5) As per rules
- 6) Not applicable as no woman is employed
- 7) Yes
- 8) Generally yes, wherever complaints regarding payment of less than the minimum rates of wages is received or comes to the notice of Labour Enforcement Officer (Central) during the regular inspections, on regular intervals necessary action to enforce the minimum rates of wages is taken by the Labour Enforcement Officer (Central) by way of filing claims cases etc., if required.
- 9) Monthly
- 10) Some of the contractors have maintained.
- 11) Yes.
- 12) Near Construction sites in some cases within worksite.
- 13) Temporary accommodation with adequate sanitation facilities provided.
- 14) Yes. R.O plant has been commissioned at worksite to provide clean water.
- 15) Yes.
- 16) Yes.

Yours faithfully
(Naina Bakshi)
Regional Labour Commissioner (Central), New Delhi.

To

6.4.08

The Regional Labour Commissioner (Central)
Ministry of Labour, Government of India,
New Delhi

Subject: PUDR letter dated 28 March 2008 and response thereof

Madam,

This is with reference to your letter dated 1 May 2008. We thank you for sending us this information. The point-by-point information provided by you is certainly of help, however detailed response pertaining to our queries would have provided a clear picture of the actual situation. In the light of the information provided by you, we want to bring to your notice some of our observations and comments.

1. To our question # 8 "Are the workers paid wages as per the law by all the contractors?". Your reply states that "Generally, yes, wherever complaint regarding payment of less than the minimum rates of wages is received or comes to the notice of Labour Enforcement Officer (Central) during the regular inspections, on regular intervals, necessary action to enforce the minimum rates of wages is taken by the Labour Enforcement Officer (Central) by way of filing claim cases etc". We are left wondering as to what you mean by "generally, yes". Our contention is that either minimum wages are paid or they are not. If they are not paid then it amounts to "forced labour".

It is therefore important to know whether, the LEO were able to furnish evidence in support of the fact that minimum wages were being paid to all the 4106 workers or not?

2. In response to our question #10, "Are proper muster roles maintained by the contractors or not?" Your answer states "Some of the contractors have maintained".

The obvious implication being that some of them have not maintained muster role.

We wish to point out that the Rules 74-83 framed under the CLA clearly spell out that every contractor is obligated to maintain Muster Roll; Register of Wages; Register of Deductions; Register of Overtime; Register of Fines; Register of Advances; and Wage Slip. It is clear that your LEO did come across non compliance with these rules in course of their inspection or regular visit. This amounts to a violation of the CLA.

We would like to know the extent of this violation? What action is being taken against the contractors for this violation? Whose responsibility will it be to ensure that these violations do not happen in future? What mechanism is your department contemplating to ensure compliance with the Act?

3. To our question #11, "Do the workers have proofs of their being employed there?" Your answer is 'yes'. We would want to know whether all the 4106 workers working at the site have proofs of employment. If yes, what kind of proof do they have? Similarly to our question # 5, "What are the working hours?" Your reply states as per rules. We would want to know what exactly are the working hours in various construction projects, as per the reports of your Labour Enforcement Officers.

4. To our question #16, "Have any violations of any other labour laws come to your notice till now?" your answer is categorical and crisp: "Yes". But we are not told which of the labour laws have been violated and what punitive action has been taken for these violations.

5. We would want to bring to your notice some other relevant Acts. And would want to know to what extent the requirements under these Acts are being met by the principal employer and the contractors?

a) The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979, which is applicable wherever five or more workers are recruited by or through a contractor in one State under an agreement or other arrangement for employment in an establishment in another State. [Section 2(e) read with Section 1(4)(a)]. Given that almost all the construction labour, are from outside Delhi, it is clear that this Act has great relevance for these workmen. Section 4 of the Act requires that *principal employers* register with the appropriate registering officer since Section 6 lays down that **no** principal employer can employ inter-State migrant workmen in the establishment without such registration. Section 12 provides a large number of duties for the contractor including recording of payment of displacement allowance (Section 14), return fare (Section 15) and wages to be paid.

b) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 is another relevant Act. The Statement of Objects and Reasons for this Act acknowledge, "The building and other construction works are characterized by their inherent risk to the life and limb of the workers. The work is also characterized by its casual nature, temporary relationship between employer and employee, uncertain working hours, lack of basic amenities and inadequacy of welfare facilities." The Act also provides for payment of overtime (Section 29), Drinking water (Section 32), First Aid (section 36) and most vitally Section 34 provides that the contractor would have to provide free of charges and near the work site temporary living accommodation for the workers.

5. Finally, we wish to draw your attention to the judgment of the Supreme Court in the Asiad Games Case (*PUDR v. Union of India*, 1982), where, with respect to prosecutions against contractors, the Supreme Court stated (Para 22):

"... whenever any construction work is being carried out either departmentally or through contractors, the government or any other governmental authority including a public sector corporation which is carrying out such work must take great care to see that the provisions of the labour laws are being strictly observed and they should not wait for any complaint to be received from the workmen in regard to nonobservance of any such provision before proceeding to take action against the erring officers or contractor".

As stated earlier the reply sent by you does not give us a comprehensive picture of the Commonwealth Games construction sites. May we therefore request you to share with us the reports submitted by your Labour Enforcement Officers on matters related to work sites and the compliance with labour laws.

We take this opportunity to thank you once again for responding to our letter dated 28 March 2008. And trust you will see that PUDR's objectives are in no way contrary to the responsibility placed in your office for enforcing labour laws.

We look forward to your cooperation.

PUDR members

WE ARE STILL AWAITING A REPLY TO THIS LETTER

Appendix IV

RTI: An Eye Wash

PUDR also explored the root of filing RTIs in order to get information regarding the working and living conditions of construction workers at the Commonwealth Games Sites under the RTI Act, 1985. The information received was vague and sketchy.

The Fate of the first RTI

On 19 November 2008, an RTI application was filed seeking information from the Union Ministry of Labour and Employment (UMLE).

As per the first response dated 27 November, 2008 from the UMLE the application was forwarded to Ministry of Youth Affairs and Sports (MYAS) for necessary action under S 6(3) of the RTI, 2005.

The MYAS on 5 March, 2009 via letter dated 24 February informed that the application was sent on 28 January, 2009 to the following:

1. The Chief Secretary, Govt. of NCT of Delhi, Delhi Sect. I P Estate, New Delhi.
2. The DG, Sports Authority of India, I G Stadium, New Delhi.
3. The Vice Chairman, DDA, Vikas Sadan, INA, New Delhi.
4. The Dean, Jamia Milia Islamia, University, Maulana Mohammed Ali Jauhar Marg, New Delhi.
5. The Secretary General, AITA, Africa Avenue, New Delhi.
6. The DG, CPWD, Room No. 101, Nirman Bhawan, New Delhi.
7. The Vice Chancellor, University of Delhi, Main Campus, New Delhi.

The responses received thereafter are following -

1. From Government of NCT of Delhi dated Jan 09 a copy of the letter to the Joint Labour Commissioner (Admn)/PIO asking them to "take necessary action in the matter".

2. From the SAI a letter dated 30 Jan 09 simply informing that "the application has been forwarded to above concerned CPIO(s), who will be submitting the required information". But there is no list provided of the organizations to which this letter had been sent.
3. A letter dated 5 Feb 09 from DG of Works, CPWD was received, which was sent by them to "The Project Manager/Appellate Authority, Common wealth Games Project, CPWD, MDC National Stadium, Mathura Road, New Delhi" asking them to "furnish desired information".
4. Received a copy of the letter sent by DDA to Shri HK Kapoor SE (Hq) CWG Khelgaon New Delhi asking him to send his "reply to the applicant".

In all these communications, apart from making an attempt to meet formal compliance, there is no information provided to any of the queries.

Fate of the second RTI

Second RTI was filed on 17 November 08 to the Ministry of Labour and Employment. To this RTI a number of letters were received though very little information was obtained through these.

- 1) On 21 November 2008, from K M Gupta, Director/CPIO, transferring the application to SS Chabra, Director (ISD), Ministry of Youth Affairs and Sports.
- 2) On 22 December 2008, from Deepak Narang, Section Officer (CWG-I) transferring the application to the following:
 - a) The Chief Secretary, Government of NCT of Delhi.
 - b) The Secretary General, All India Tennis Association.
 - c) The Director General, Sports Authority of India.
 - d) The Director General, CPWD.
- 3) A letter dated 24 December 08 was received from O P Wadhwa, OSD to Chief Secretary/PIO transferring the application to Joint Secretary (UD/PIO), Urban Development Deptt, Delhi Secretariat.
- 4) From A K Chaturvedi, Special Commissioner (TPT), Transport Department,

- Govt. of NCT of Delhi, dated 29 December 2008.
- 5) A letter was received from the Office of the Superintending Engineer (Pr.)-VII, MCD dated 29, January (the information was said to have been submitted by EE (Pr.) Cent.-I, EE (Spl.) Project, EE(Pr.)Cent.-II and EE(Project) South):
That
M/s Punj Lloyd Ltd has been awarded the work of "Covering of Sunehri Nallah & Kushak Nallah for providing parking facility for Commonwealth Games-2010". No other work related to Commonwealth Games-2010 has been awarded by Division Project-I/CNZ & EE (Spl. Pr.) / CNZ.
- 6) A letter was received from DN Mangla, Director (Infra), Sports Authority of India dated 30 December 2008.
- 7) A letter was received from S K S Yadav, Joint Secretary (UD)/PIO dated 1 January 2009 which encloses a reply from Rajesh Ahuja, Suptd CWG Cell 2010 dated 30 December 2008 disclaiming any responsibility.
- 8) A letter from the Office of the Ex. Engineer (Project) Narela, MCD informed that no firm was involved in construction at their site.
- 9) Next response received from B B Popli, Director (Maintenance)-cum-PIO dated 1 January 2009 which forwarded the application to Executive Engineer (P) cum PIO, PWD CWI.
- 10) Subsequently three more responses were received from the MCD.
1. The first one was from Feroz Ahmad, Chief Engineer VII/PIO, transferring the application to SE (Project) - VII, MCD.
 2. Received from K P Singh, (CWG)-VII, dated 14 January 09, with the submission that application does not relate to the division.
 3. Received from Anjay Kumar Jain, Chief Engineer-V, PIO, dated 22 January 09, enclosing replies from
 - i. EE (CWG)-I
 - ii. EE (CWG)-II
 - iii. EE (Pr.)/KBZ
- All three claimed that the information desired does not pertain to their departments.
- 11) On 05 January 09, Er, V K Gulati, EE (Stadia Project), Chief Engineering Dept, NDMC, replied with some answers. That the following three firms have been awarded the Civil and Fire Fighting works for two stadia projects of NDMC:
- i. M/S Simplex Projects Ltd.
 - ii. M/S Hindustan Constn. Corpn.
 - iii. M/S China Railway Shisuiji Group Corpn.
- Of which (i) and (iii) have obtained the requisite licenses and (ii) has at present engaged 5 to 6 workers at site. That no regular workers have been employed. Number of workers working on a particular day and shift is not more than 100 & this also varies from day to day depending upon the requirement at site. That there is no fixed time schedule. Depending upon the requirement and type of work skilled, semi-skilled and un-skilled workers are engaged at site by the agency. Also that the all workers are getting leaves as per the rules.
- 12) A reply was received on 07 January 09, the Assistant PIO transferred the application to the Project Manager, CWG, CPWD.
- 13) A reply was received on 16 January.09, from Project manager, Repair & Maintenance Division, CPWD, also containing some information.
That the following works have been awarded:
- i. M/S J M C Project (India) Ltd. has been awarded the work of the Thyagraj Sports Complex.
 - ii. M/S Syncotts International has been awarded the work of the tennis courts.
 - iii. M/S Arora Co. Company Pvt. Ltd. Has been awarded the work of the wrestling training venue Ludlow Castle School. That a fixed number of labourers cannot be given as the number keeps changing everyday according to need. The contract is work wise rather than

for fixed period and all labourers are getting leaves as per rule.

- 14) A reply was received from Er. R S Tyagi Nodal Officer (CWG) dated 09 January, 2009 followed by another letter from the DJB, from the PIO dated 19 January 09.
- 15) Finally, a reply was received from EE CW-12, dated 20 January 09, which stated that M/S Simplex Infrastructure Ltd. is carrying out the work of Ring road Bypass, but the labourers are not yet employed.

Fate of Third RTI

Another RTI application was sent to the Ministry of Labour & Employment, Shram Shakti Bhawan, Rafi Marg, on 13 December 2008.

This was forwarded by Mr. KM. Gupta, Director/CPIO to Mr. B.S. Kalsi CPIO/Dy Chief Labour Commissioner (C) at the office of CLC (C), Ministry of Labour and Employment.

In the first week of January 09, Mr. B.S.Kalsi forwarded the application to the Regional Labour Commissioner (C) / CPIO, at the office of the Regional Labour Commissioner (Central), Curzon Road, KG.

Marg.

B.B. Bhatnagar, Regional Labour Commissioner (C) / CPIO forwarded the application to Ms. Roopa Bharat, Mr. Tej Bahadur and Mr. Aarti Batra all LEO (C) in the same office.

In the first week of February a reply was received from the above mentioned office for the first time. In the reply to the question whether any violations of labour laws of labour laws have been reported and what is the nature of such violations, we were informed by Mr. B.B. Bhatnagar, that some violations did come to their notice, but these were related to 'Not obtaining the Registration Certificate under Contract Labour (Prohibition and Regulation) Act, non display of notices and non authorization on behalf of Principal Employer for witness of payment made by the contractor to their workmen.

The responses to the second and third RTI show that no other violations about the wages, payment of wages and living conditions and security came to the notice of the labour department.

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- 18- cdkw l jek; knkj %ek: fr ea xj dkuuh c [kkLrfx; k] tenLrh Fksh xbz 'LoPNd l dkfuofr* vŷ Bcds ij etnjka dk j [kk tkuk ŷ/DVŷj] 2007½
- 19- ukdk ij h(k.k) ; kruk vŷ Mskŷvd jkbV4 ŷfl rEcj] 2008½
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