

PANDIT S. S. N. TANKHA: The questioner has asked what would be the cost of putting up such a reactor and its capacity?

MR. DEPUTY CHAIRMAN: The cost and the capacity—have you got any answer?

SHRIMATI LAKSHMI MENON: In order to be economical, it must produce, I think, about 300,000 to 500,000 kilowatts.

PANDIT S. S. N. TANKHA: At what cost?

SHRIMATI LAKSHMI MENON: It will be the same as the cost of production of electricity from other sources.

MR. DEPUTY CHAIRMAN: Next question.

#### ABOLITION OF THE POST OF THE CUSTODIAN-GENERAL

\*659. SHRI MAHABIR PRASAD: Will the Minister of REHABILITATION AND MINORITY AFFAIRS be pleased to state:

(a) whether the post of the Custodian-General of the Evacuees' Property has been abolished;

(b) if the answer to part (a) above be in the affirmative, when the post was abolished; and

(c) who is the highest officer now in that Department?

THE MINISTER OF REHABILITATION AND MINORITY AFFAIRS (SHRI MEHR CHAND KHANNA): (a), (b) and (c). On 15th July, the then Custodian-General proceeded on terminal leave. Since then the post has not been filled up and the Chief Settlement Commissioner, who is also a Joint Secretary in the Ministry of Rehabilitation, has been appointed Custodian-General in addition to his existing duties.

#### DELEGATION TO BE SENT ABROAD BY EXPORT TRADE COMMITTEE

\*660. SHRI MAHABIR PRASAD: Will the Minister of COMMERCE AND INDUSTRY be pleased to state:

(a) whether any Export Trade Committee has been appointed by his Ministry;

(b) if so, whether any delegation sponsored by this Committee is being sent abroad; and

(c) if the answer to part (b) above be in the affirmative who is the leader of this delegation?

THE MINISTER OF COMMERCE (SHRI N. KANUNGO): (a) Government had appointed an Export Promotion Committee in February last which has since completed its work and submitted its report.

(b) No, Sir.

(c) Does not arise.

MR. DEPUTY CHAIRMAN: No delegation in this.

श्री पी० एन० राजभोज : यह डेली-  
गेशन और कौन कौन से देशों में जायगा ?

श्री एन० कानूनगो : डेलीगेशन है  
ही नहीं ।

#### RECRUITMENT OF ARTISTS IN DRAMA AND MUSIC SECTIONS OF ALL INDIA RADIO

\*661. SHRI S. C. DEB: Will the Minister of INFORMATION AND BROADCASTING be pleased to state:

(a) how the recruitment of artists in the Drama and Music Sections of the All India Radio is made; and

(b) if it is made on contract basis, what are the terms of such contracts, and whether there is any proposal for appointing them on a permanent basis?

THE PARLIAMENTARY SECRETARY TO THE MINISTER OF INFORMATION AND BROADCASTING (SHRI G. RAJAGOPALAN) :

(a) Artists in the Drama and Music Sections are recruited from amongst persons approved by Audition Committees or Boards formed for that purpose.

(b) A copy of the form of contract governing their appointment is placed on the Table of the Sabha. There is no proposal for appointing them on a permanent basis.

*Agreement Form for Staff Artists of All India Radio*

ARTICLES of AGREEMENT made the..... day of..... one thousand nine hundred and .....

\_\_\_ BETWEEN Shri | Shrimati | Kumari ..... of ..... (hereinafter called 'Staff Artist') of the one part and the PRESIDENT OF INDIA (hereinafter called 'the GOVERNMENT') of the other part.

WHEREAS THE GOVERNMENT have engaged the said Staff Artist and the said Staff Artist has agreed to render such services as shall from time to time be required of him/her by Government on the terms and conditions hereinafter contained.

NOW THESE PRESENTS WITNESS and the parties hereto respectively agree as follows:—

1. The said Staff Artist shall submit himself/herself to the orders of the Government and of the officers and authorities under whom he/she may from time to time be placed by the Government and shall render the services required of him/her for the term of ..... years commencing from the ..... day of ..... 19 ..... subject to the provisions herein contained.

2 The said Staff Artist shall devote his/her whole time (unless otherwise so specifically stated) to the services

required of him/her and at all times obey the rules including the Conduct Rules prescribed for him/her from time to time and shall, whenever required, proceed to any part of India and there render such services as may be assigned to him/her. He/she will not (except in case of accident or sickness certified by competent medical authority) absent himself/herself without having first obtained permission in writing from .....

3. The said Staff Artist may be required, without any extra fee to render such services other than the services assigned to him/her under the terms of this contract.

The Staff Artist will be required to render such services as aforesaid only in the event of the All India Radio authorities being satisfied that the same will not interfere with the proper discharge of his/her normal services hereunder.

4. This agreement shall be terminable as follows:—

- (i) By the Government without any notice, during the period of first three months.
- (ii) At any time on one calendar month's notice in writing given to him/her by the Government if, in the opinion of the Government he/she proves unsuitable for efficient performance of his/her services under this agreement.
- (iii) By the Government without previous notice if the Government are satisfied on medical evidence that he/she is unfit and is likely for considerable period to continue unfit by reason of ill-health for rendering the services hereby provided for.

PROVIDED always that the decision of the Government that the said Staff Artist is likely to continue unfit shall be conclusively binding on him/her.

- (iv) By the Government or their Officers having proper authority without any previous notice if the said Staff Artist shall be guilty of any insubordination, intemperance or other misconduct or if any breach or non-performance of any of the provisions of these presents or conduct rules prescribed from time to time for Staff Artists.

During investigation into any charge of misconduct etc. mentioned above, the Government or other Officers having proper authority may keep the said Staff Artists under suspension; and during such suspension the said Staff Artist shall not be entitled to any fee but shall be entitled to receive subsistence grant at such rate as the Government may decide to allow him/her.

- (v) By one calendar month's notice in writing given at any time during the period hereby provided for under this agreement (except the first three months thereof) either by him/her to the Government or by the Government or their authorised Officer to him/her, without cause assigned.

PROVIDED always that the Government may in lieu of any notice "herein provided for give the said Staff Artist a sum equivalent to the amount of his/her fee for one month or shorter notice than one month if they pay him/her a sum equal to the amount of his/her fee for the period by which such notice falls short of one month. In case the said Staff Artist terminates this agreement without giving Government the full period of notice herein provided for, he/she shall be liable, without prejudice to other rights and remedies of Government, to pay to the Government a 58 RSD—2.

sum equivalent to his/her fee for one month. Provided that in the event of such notice being shorter than one month, the said Staff Artist shall be liable to pay the Government (subject as aforesaid) a sum equivalent to the said Staff Artist's fee for the period by which such notice falls short of one month. The notice would be deemed to have been served on the said Staff Artist if it is handed over to him/her personally or sent to him/ her by Registered post or left his/her last known residence.

5. The said Staff Artist shall from the date of commencement of this agreement be granted a consolidated fee of Rupees..... per mensem, during the currency of this Agreement, The fee from time to time payable to him/her under these presents, shall be paid for such time as he/she shall render service under this Agreement and actually renders the services required of him/her commencing from the aforesaid date and ceasing on the date of his/her quitting the engagement for on the day of his/ her discharge therefrom or on the day of his/her death if he/she shall die during the continuance of this agreement.

6. The said Staff Artist shall be eligible, subject to the exigencies of the services hereby provided for leave and leave fee in accordance with the leave rules applicable to Staff Artists as amended from time to time.

7. The said Staff Artist shall be eligible for any concession in relation to medical attendance and treatment that may be prescribed by Government for Central Government servants serving in the same Station, drawing salaries equivalent in amount in the consolidated fee of the Staff Artist.

8. The said Staff Artist shall be entitled to the grant of travelling allowance as may be admissible to Staff Artists under the Rules, framed by the Government from time to time,

if he/she is required by the Government to proceed to any part of India to render such services.

9. The said Staff Artist will be entitled to a gratuity in accordance with the gratuity rules applicable to him/her as amended from time to time.

10. The said Staff Artist shall not, during the period this agreement is in force, accept outside All India Radio any engagements of a remunerative or other nature which are connected directly or indirectly with his/her work under this Agreement, without the previous permission in writing of the Head of the Station/Office of All India Radio.

11. Copyright in the work produced by the said Staff Artist in accordance with the terms of this Agreement shall vest in him/her subject to the exception that the Government shall be entitled, without any additional payment other than the monthly fee payable under this contract to use all works produced by him/her under the term of this Agreement for broadcasting and other connected purposes of the All India Radio during as well as subsequent to the period of his/her employment under contract. Further All India Radio shall also be entitled without any additional payment other than the monthly fee payable under this Agreement to

- (a) permit any broadcasting organisation to relay such work;
- (b) publish such work or their translation in any language; and
- (c) make and distribute and permit any individual or organisation to make or distribute mechanical reproduction thereof.

PROVIDED always that in the event of any payment being received by the Government either as royalty or otherwise from a third party in respect of the use of his/her work as

aforesaid, the said Staff Artist shall be paid such portion of it as may be deemed reasonable by the Government, the decision of the Government in this behalf being absolute and final.

12. The Staff Artist shall warrant that the works produced by him/her under the terms of this agreement are original, works and that they are in no way whatever a violation of any existing copyright, that they contain nothing objectionable, indecent or libellous and that the production, re production or publication thereof will in no way be unlawful. The said Staff Artist undertakes to keep Government and All India Radio, and their officials at all times indemnified in respect of the consequences following upon any breach of the warranties and undertakings made hereby and in respect of all actions, proceedings, claims, demands, and expenses whatsoever which may be brought against or suffered or incurred by them in consequence of any breach of any such warranties or undertakings or on the ground that any such work as aforesaid is an infringement of any rights of any other person or is libellous or slanderous or controversial or otherwise in any way arising out of the exercise of the rights hereby granted.

13. In respect of any matter in respect of which no provision has been made, in this Agreement, the provisions of the conduct rules and terms and conditions of the engagement of the said Staff Artist as amended from time to time shall apply to him/her and the decision of the Government as to their applicability shall be final.

In witness whereof the said Staff Artist and the Station Director, All India Radio..... Government of India, on behalf of the President of India have hereunto set their hands the day and year first above written.

Signed by ..... to  
Station Director, All India Radio....  
..... Government of India, oiv

behalf of the President of India, in the presence of . . .

SHRI S. C. DEB: May I know, Sir, the total number of such# recruitment?

SHRI G. RAJAGOPALAN: I will require notice.

श्री पृथ्वीराज कपूर : क्या मंत्री महोदय, यह बताने की कृपा करेंगे कि क्या यह आवश्यक नहीं है कि ड्रामा सेक्शन में आर्टिस्ट्स विशेषकर ज्यादा अर्से के लिये अप्वाइंट होने चाहिये, परमिन्ट अगर नहीं हो सकते हैं, ताकि वे इस आर्ट को स्टडी करके काम कर सकें क्योंकि यह रेडियो का ड्रामा कोई ऐसी साधारण चीज नहीं है जो कि कोई आदमी जल्दी ग्रैस्प कर सके ?

SHRI G. RAJAGOPALAN: It is true that the drama over the radio is a specialised subject as the hon. Member says, but at present there is no proposal to recruit artists on a permanent basis. There is also another point to be taken into consideration. When these radio artists are there long, their voices become stale in the radio, they have to be changed, since the listener? come to a stage when they will feel disinclined to hear the same voice over a number of years.

MR. DEPUTY CHAIRMAN: Have you any question to ask, Mr. Kapoor?

श्री पृथ्वीराज कपूर : क्या मंत्री महोदय यह बताने की कृपा करेंगे कि चूंकि केवल रेडियो का सवाल नहीं है बल्कि जहां तक ड्रामा का सवाल है दिन पर दिन इसका मैदान और खुलता चला जा रहा है, इसलिये क्या ड्रामा प्रोडक्शन के लिये लोगों का लांग टर्म कॉन्ट्रैक्ट होना चाहिये या नहीं ताकि ऐसा न हो कि वे छः महीने के बाद चले जायं और कुछ स्टडी न कर पायें ?

SHRI G. RAJAGOPALAN: I understand he is asking about the produ-

cers of drama. We are having producers of drama on a contract, nearly three years' contract.

SHRI V. K. DHAGE: No. His question was that instead of there being temporary contracts, the contracts must be for a longer duration so that artists might feel secure to a certain extent.

SHRI G. RAJAGOPALAN: We can renew it if we want the services of the artist after three years. The original contract is normally for three years.

SHRI AMOLAKH CHAND: May I know the number of recruits in the drama section?

SHRI G. RAJAGOPALAN: Notice.

SHRI B. K. P. SINHA: I would like to know on what basis Government have come to the conclusion that the listeners do not like to hear the same voice for a long period, even though the voice is very sweet?

SHRI G. RAJAGOPALAN: Tastes differ. If the hon. Member wants to hear the same voice for a number of years—60 years or 70 years—I have no objection.

SHRIMATI T. NALLAMUTHU RAMAMURTI: Regarding artists of drama, if the voice of an expert dramatist continuously heard when employed permanently in the All India Radio is not pleasing to listeners, are we to go in for a variety of voices and not for expert production?

SHRI G. RAJAGOPALAN: If there is demand for varieties, if listeners so wish, we have to provide varieties.

SHRI G. RAJAGOPALAN: Notice.

SHRI V. K. DHAGE: I would like to know whether there are artists

श्री पी० एन० राजभोज : क्या आप कृपा करके बता सकेंगे कि इसमें कितने आर्टिस्ट्स हैं ?

recruited in various languages; and, if so, in how many languages?

SHRI G. RAJAGOPALAN: Notice.

MR. DEPUTY CHAIRMAN: Notice-he said.

SHRI S. C. DEB: May I know, Sir, whether there is improvement in quality by this method of recruitment.

SHRI G. RAJAGOPALAN: The quality is gradually improving. We have specially appointed drama producers and they take pains. There is a Board for advice on all these and we try to give better programmes.

SHRI AMOLAKH CHAND: May I know, Sir, who are the members of the Board, as far as this drama is concerned for selecting people?

SHRI G. RAJAGOPALAN: There is no special board for selection for drama artists. There is the Audition Board which test the voices and all that.

SHRI AMOLAKH CHAND: And who are the members of the Audition Board?

SHRI G. RAJAGOPALAN: I have not got at present in my papers.

श्री पृथ्वीराज कपूर : क्या आवाज से  
ड्रामा को क्वालिटी को जज किया जाता  
है ?

MR. DEPUTY CHAIRMAN: Please ask in English.

SHRI PRITHVIRAJ KAPOOR: May I know, Sir, whether the quality of the drama is being judged by the voices of the artists?

SHRI G. RAJAGOPALAN: No. We have also to take into consideration the voice.

DR. R. B. GOUR: The voice of the Minister or the people?

MR. DEPUTY CHAIRMAN: The voice of the people that hear.

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**REPRESENTATION RECEIVED FROM THE  
BuidERs' ASSOCIATION OF INDIA**

\*351. SHRI LALCHAND HIRA-CHAND DOSHI: Will the Minister of WORKS, HOUSING AND SUPPLY be pleased to state whether Government have received any representation from the Builders' Association of India to the effect that the terms of their contracts with Government are one-sided and prejudicial to the interest of the contractors and if so, what action has been taken thereon?

THE MINISTER OF WORKS, HOUSING AND SUPPLY (SHRI K. C. REDDY) : Government received representation from the Builders' Association of India in this behalf. At the same time, the Government had appointed a committee to examine the standard conditions of contract of the Central Public Works Department in pursuance of the recommendations of the Public Accounts Committee. The report of this Committee has already been discussed with the contractors and the revised conditions of contract would be finalised shortly and the necessary Government orders issued.

SHRI LALCHAND HIRACHAND DOSHI: Have Government invited the representatives of contractors for further discussion on this matter?

SHRI K. C. REDDY: Yes, Sir, Discussions have been going on and we have reached a final stage.

SHRI LALCHAND HIRACHAND DOSHI: Is it a fact that the contract terms contain a clause of arbitration which is not according to the Indian Arbitration Act?

SHRI K. C. REDDY: The hon. Member is going into details. I would like to invite him to go into the report, the Report on the Rationalisation of

†Postponed from the 4th September 1957.