

batant terms, at the time they were granted emergency commissions.

(b) No. All these personnel retain a lien on their civil appointments. The terms under which these personnel were granted emergency commissions made it clear that those who retained a lien on their civil appointments and counted their combatant service for pension under civil rules would not be eligible for military rates of pension.

SHRIMATI VIOLET ALVA : May I know if the same conditions of service applied before Independence ?

SHRI N. GOPALASWAMI : I must make a research about that and I want notice for that.

9 a.m.

TIME LIMIT FOR THE SETTLEMENT OF PENSION CLAIMS OF MILITARY OFFICERS

*94. SHRIMATI VIOLET ALVA : Will the Minister for DEFENCE be pleased to state :

(a) whether there is any time limit laid down for final settlement of pension claims of military officers who have retired after attaining the age of 55 years ; and

(b) whether there are any such claims pending for more than two years and if so, what action Government propose to take to expedite settlement of such claims ?

THE MINISTER FOR DEFENCE (SHRI N. GOPALASWAMI) : (a) No, pension claims are finalised as expeditiously as possible after an officer's retirement.

(b) There is no case under the present rules pending for more than two years in which pension has not been finalised. The second part of the question does not, therefore, arise.

SHRIMATI VIOLET ALVA : May I know whether they were given any family allowance in the past ?

SHRI N. GOPALASWAMI : Where there is some delay in finalizing the sanctioning of the pension, we

do sanction a provisional pension to be given until the orders as to pension issue.

SHRIMATI VIOLET ALVA : May I know whether there is no delay and no hardship caused to families of officers ?

SHRI N. GOPALASWAMI : There may have been some delays and some hardships in some cases. I cannot rule that out.

PURCHASE OF JEEPS

*95. SHRI H. N. KUNZRU : Will the Minister for DEFENCE be pleased to state :

(a) (i) whether the Government placed an order with Sir James Marshall Cornwall and Partners Limited, for 1,007 jeeps in 1951 ;

(ii) whether the firm promised to supply 68 jeeps per month and to complete their delivery by September 1952 ;

(b) whether the firm referred to above asked for an increase in the stipulated price of a jeep ; if so, what was the increase asked for and whether Government agreed to it ;

(c) how many jeeps have so far been received ; and

(d) whether the balance will be received by the end of September 1952, if not, what action Government propose to take in the matter ?

THE MINISTER FOR DEFENCE (SHRI N. GOPALASWAMI) : (a) (i) Yes.

(ii) Yes.

(b) The firm suggested that on account of increases in world prices, there should be an increase in the price but did not suggest any specific figure. Government has not agreed to an increase in the prices.

(c) 50.

(d) The balance is not likely to be received by the end of September. Steps preliminary to initiation of advised legal action have been taken.

SHRI RAJAGOPAL NAIDU : Has any advance been paid ?

SHRI N. GOPALASWAMI : In connection with this contract ?

SHRI H. N. KUNZRU : In connection with this contract.

SHRI N. GOPALASWAMI : I am not quite sure and I should like notice for that.

SHRI H. N. KUNZRU : Is it not a fact that this firm has made itself responsible for supplying jeeps for a sum of about £140,000 which was the amount of money advanced to a firm to which the contract for the supply of jeeps was given before it was transferred to this firm ?

SHRI N. GOPALASWAMI : Yes.

SHRI H. N. KUNZRU : What is the total amount of the value of the jeeps that have been received so far ?

SHRI N. GOPALASWAMI : The value of the jeeps—I think the gross price was fixed at something like over £458 per jeep out of which we were to get a credit for about £143 for reimbursement of the loss we had sustained on the original contract.

SHRI H. N. KUNZRU : Who was responsible for placing this contract with a firm which has signally failed to fulfil the terms of the contract ?

SHRI N. GOPALASWAMI : The contract was negotiated by the High Commissioner for India in London and it was certainly acquiesced in by the authorities here.

SHRI H. N. KUNZRU : Do Government propose to make an enquiry into the matter to find out whether the officers concerned made a proper scrutiny before giving the contract to this firm ?

SHRI N. GOPALASWAMI : They did all the scrutiny ordinarily expected of them. There may have been one or two procedural defects which no doubt will be examined by those who have got to go into these accounts.

SHRI H. N. KUNZRU : Was any bank reference asked for with regard to this firm ?

SHRI N. GOPALASWAMI : I do not know whether a regular bank reference was called for ; but I believe the High Commissioner and those who advised him satisfied themselves on that matter.

SHRI H. N. KUNZRU : With reference to this last reply, is it a fact that the High Commissioner and his advisers satisfied themselves with regard to the credit—worthiness of the earlier firm, but that it was found by the Public Accounts Committee that all that the bank reference said was that one person was in business or all the men concerned were in business ?

SHRI N. GOPALASWAMI : I have not got the papers about the original contract and the manner in which it was placed. This question related to the later contract and I have got information about this contract. If the hon. Member wants a specific answer to his question, I hope he will give me notice.

SHRI H. N. KUNZRU : Will the hon. Minister himself enquire into this matter, considering the fact that there is no time to put another question formally ?

SHRI N. GOPALASWAMI : I shall enquire into the matter. But I thought the original contract was a closed affair now and it has been superseded by the later contract.

SHRI H. N. KUNZRU : Will Government, at any rate, enquire and find out whether the bank reference was asked for with regard to this firm of Sir James Marshall Cornwall and Partners Ltd. ?

SHRI N. GOPALASWAMI : I did not follow the question. I thought the hon. Member was asking me to look into the question of the bank reference with regard to the firm which preceded Sir James Marshall

Cornwall and Partners Ltd. in this contract. I will certainly look into it.

PURCHASE OF ANTI-TANK GRENADES

*96. SHRI H. N. KUNZRU: Will the Minister for DEFENCE be pleased to state:

(a) whether an order for French anti-tank grenades was placed with Sir James Marshall Curry & Co. in 1951, and whether this firm is controlled by or connected with Sir James Marshall Cornwall and Partners Limited;

(b) whether a further quantity of these grenades has been ordered recently; if so, whether it was ordered before or after the budget debate in May 1952;

(c) whether the order has been placed again with Sir James Marshall Curry & Co., if so, whether the price to be paid per grenade is lower than before; and

(d) whether Government are prepared to lay on the table a copy of the first contract entered into with the said contractor?

THE MINISTER FOR DEFENCE (SHRI N. GOPALASWAMI): (a) I am not aware of any firm known as Sir James Marshall Curry & Co. and no order has been placed on any such firm. An order for rifles, a certain type of grenades and connected stores was, however, placed in 1951 with 'S.C.K.' (Agencies) Ltd. This firm was subsequently renamed "Sir James Marshall Cornwall and Partners Ltd."

(b) No, Sir.

(c) Does not arise.

(d) Presumably the hon. Member refers to the contract with S.C.K. Agencies, Ltd. While I am prepared to show the document in confidence to the hon. Member, I would rather not lay it on the table. It contains certain information which from the security point of view it is not desirable to make public.

SHRI H. N. KUNZRU: With regard to the reply to the first part of the question, I may say that I took the name from the typed copy of the hon. Minister's speech in which he is reported to have said that the name of the firm in question was Sir James Marshall Curry & Co.

SHRI N. GOPALASWAMI: Was it my speech?

SHRI H. N. KUNZRU: Yes, here it is. It is a copy of your own speech.

SHRI N. GOPALASWAMI: I do not remember having used that name "Curry & Co." at all. It was perhaps the stenographer's mistake.

MR. CHAIRMAN: Is it an uncorrected copy that the hon. Member is having? Or is it a corrected copy?

SHRI H. N. KUNZRU: It is an uncorrected copy. But I think no reporter of ours could be so ignorant of English as to understand the letters 'S. C. K.' to mean Sir James Curry & Company, unless of course, he was in the know of the thing and knew what the letters 'S. C. K.' signified, as some of us do.

SHRI N. GOPALASWAMI: May I answer that question? I certainly did say "Sir James Marshall Cornwall and Partners Ltd." I certainly could not have used the expression 'S. C. K.' (Agencies) in that connection. At the time I spoke the contract was with Sir James Marshall Cornwall and Partners Ltd.

SHRI H. N. KUNZRU: When was it transferred then to 'S. C. K.'?

SHRI N. GOPALASWAMI: In the course of 1951 the name was changed.

SHRI H. N. KUNZRU: Beg your pardon? I could not follow the answer.

MR. CHAIRMAN: He said the name was changed in the course of 1951.

HOUSE RENT ALLOWANCE

*95-A. SHRI B. RATH: Will the Minister for FINANCE be pleased to state: