

Madras High Court

Madras High Court

The Perambur Meat Labourers' ... vs The District Collector on 27 January, 2012

DATED: 27.01.2012

CORAM:

THE HONOURABLE MR. JUSTICE V. DHANAPALAN

W.P.No.25910 of 2011

The Perambur Meat Labourers' Association,

rep. by its Secretary,

S.Appanraj,

S/o.Subramani,

No.24/47, Thiru.Vi.Ka.Nagar,

2nd Street, Pulianthope,

Chennai 600 012. ... Petitioner

vs.

1. The District Collector,

Singaravelar Maligai,

Rajaji Salai,

Chennai 600 001.

2. The Corporation of Chennai,

Ripon Buildings,

Chennai 600 003.

3. M/s.Hind Agro Industries Limited,

A-1, Phase I, Okhla Industrial Area,

New Delhi 110 020. ... Respondents

Writ Petition filed under Article 226 of the Constitution of India praying for the issuance of a writ of mandamus directing the 2nd respondent to prepare a proposal protecting and safeguarding the livelihood of the members of the petitioner association before commencing the service of the Perambur modern abattoir/slaughter house. For Petitioner : Mr.M.Velmurugan

For Respondents : Mr.M.Dig Vijaya Pandian, for R1

Additional Government Pleader

Mr.R.Arunmozhi, for R2

Mr.A.L.Somayaji,

Senior Counsel, for R3

for M/s.V.Perumal

O R D E R

Praying for a direction to the 2nd respondent to prepare a proposal protecting and safeguarding the livelihood of the members of their association before commencing the service of the Perambur modern abattoir/slaughter house, the petitioner has filed the present writ petition.

2. Facts of the case as put forth in the affidavit would run thus:

(a) The Perambur Slaughter House, which is situated in Pulianthope area covering 10 acres, existing for more than 100 years is a source of livelihood to the members of the Association and other thousands of people who were dependent on the said slaughter house and their livelihood is based on the work generated in the said slaughter house. The Slaughter house is maintained by the Chennai Corporation which is providing supply of meat and other related products to the residents of Chennai as well as to many other establishments.

(b) The main activities in the said slaughter house are that of cattle breeding, sheltering of cattle and goats and slaughtering of cattle and goats for their meat. The skin of the cattle and goats are also sold from this place to various industrial houses for production of leather products. During festival seasons like Diwali, Ramzan, Bakrid, Christmas and other functions like marriages, ritual customs, meat is sold to individuals in large scale. And this place is also used by persons like Mulla and Laskar and licence has also been issued by the respondent Corporation to the above mentioned persons to continue their occupation in the said premises and apart from these, many people like Rodhas, who collect blood and other internal organs of the slaughtered cattle and goats, also depend on the said slaughter house for their livelihood.

(c) Apart from the said activities, goat and cattle are transported to the said slaughter house and trading continues in the slaughter house and for generations together, the livelihood of about thousands of labourers who are economically poor and socially backward has been the slaughter house at Perambur, which is maintained and run by the Chennai Corporation.

(d) The Corporation of Chennai in consultation with the Government of Tamil Nadu took initiative to convert the old slaughter house into modern abattoir and after many deliberations and consultations, in the year 2009, the said project of constructing the modern abattoir was given to M/s.Hind Agro Industries Limited, the 3rd respondent herein, on DBOT (Design, Build, Operate and Transfer) basis. The said project is financed and supported by State and Central Government subsidiaries and is nearing completion and the said abattoir is likely to be put into operation very shortly.

(e) According to the petitioner, though they do not oppose the modernization of the slaughter house, the very essence of the livelihood of thousands of people have not been taken into consideration. The said project deprives the livelihood of the members of the Association as well as thousands of families who have been supported by the slaughter house by generation of work in the said existing slaughter house. The said project itself though said to create a modernized environment to provide hygienic meat to the residents of Chennai

and other neighbourhoods, under the guise of modernization, the said slaughter house itself has turned into a commercial centre just to provide benefits to the 3rd respondent company as well as few individuals, thereby depriving the livelihood of the people who have been in dependence of the said slaughter house for generations together and the Corporation of Chennai as well as the 3rd respondent has not come with any proposal to promote, protect and support the livelihood of the association members as well as the persons dependent on the said slaughter house. (f) The petitioner has made representation dated 15.09.2011 to the respondents to protect and support the livelihood of their Association Members, but so far, no concrete proposal to protect the livelihood of their association members has been given by the respondent Corporation. Left with no other effective alternative remedy, the petitioner is before this court.

3. The 2nd respondent has filed a counter affidavit, stating as follows:

(a) The Modern Slaughter House coming up in Perambur in an area of 9.408 acres is the first of its kind in Chennai and first Modern Municipal abattoir in a Municipal Corporation in South India. The Corporation has awarded work to M/s.Hind Agro Industries Limited, New Delhi on DBOT (Design Build Operate and Transfer) basis for a concession period of 22 years including the construction period of 20 months. The DBOT operator has to pay a concession fee of Rs.40 lakhs per annum with 5% increase on compound basis to the Corporation of Chennai. There is no financial outflow from the Corporation of Chennai for this project. The priority shall be exclusively for slaughtering such a number of animals as may be determined by the Corporation of Chennai from time to time and for the use and benefit of the market transfers for local consumption at a pre-determined tariff.

(b) The built up area is 1,23,658 sq. ft. (2.84 acres). The buildings are constructed as per the norms laid down by the Industries Department and the Tamil Nadu Pollution Control Board. It is also designed to meet the requirements of not only the Indian Ministry of Food Processing Industries standards but also the standards laid down by European Union and United States. There is an effluent treatment plant constructed as per the TNPCB guidelines for the treatment of effluency from the plant.

(c) The modern slaughter house has a capacity to slaughter 250 small animals and 60 large animals per hour. The other salient features are two mechanized slaughter lines for small animals, one for big animals, walk-in-chillers to store 350 carcasses of cattle and 2000 carcasses of small animals, blast freezers and plate freezers. Apart from these, separate blood, offals and other waste collection facilities, hide room, dung collection tank, sheep lairage, buffalo lairage, rendering plant, compost and fuel storage are also provided. All basic amenities are also taken care of in this slaughter house. The above said slaughter house construction is almost completed except the Rendering Plant, Compost, Biofilter, Lairages, roads and compound wall which awaits shifting of existing service slaughtering to the newly constructed temporary facility.

(d) The present slaughter house is used by local traders by employing labourers on their own. No labourer is employed by the Corporation of Chennai for slaughtering of animals. The modernization of the existing slaughter house will in no way affect the livelihood of the local traders and butchers and all the improved facilities are provided to the local traders.

(e) As per the Contract Agreement Clause 3.1 a (ii), the DBOT Operator will operate the plant in maximum of two shifts. The priority shall be exclusively for slaughtering such number of animals as may be determined by the Corporation of Chennai from time to time and for the use and benefit of market traders for local consumption at the predetermined tariff. The local traders and butchers who are using the present slaughter house will also use the modernized slaughter house in future after inauguration. All the present labourers and butchers will in no way be affected due to the modernization of slaughter house.

(f) The modern slaughter house is designed and constructed as per the Ministry of Food Processing Industries norms. The pathetic condition of the present slaughter house will be improved after installing modern slaughter house and the livelihood of labourers and butchers will also be improved and their income will also

be increased. As per the agreement between the Corporation of Chennai and Hind Agro Industries Ltd., New Delhi, they should operate the plant in maximum two shifts and priority shall be exclusively for slaughtering such number of animals as may be determined by the Corporation of Chennai from time to time and the use and benefit of the market traders for local consumption of predetermined tariff.

(g) The Corporation of Chennai entered into an agreement with the 3rd respondent to safeguard the livelihood of the members of the petitioner Association, who are all dependent on the present slaughter house. They also made a representation on 15.09.2011 to the Corporation of Chennai for consideration. The Corporation of Chennai protects the interest of the members of the petitioner's association and no way allowed the 3rd respondent to convert the abattoir into cold storage and also not permitted to promote its own business interest than the supply of hygiene meat to the residents of Chennai City and neighbourhood.

(h) As per the Accountant General's report of the year 2007-2008, according to population ratio in Chennai City, 43 modernized slaughter houses should have been constructed. The Corporation of Chennai has initiated to set up single modern slaughter house in Chennai City after two years. This project was brought out only for public welfare as well as to maintain hygienic condition in slaughter house. At the same time, the present labourers will also get employment opportunities without affecting their livelihood.

4. In the additional counter affidavit, the 2nd respondent has stated as follows:

(a) In the interest of public health, the Corporation of Chennai has decided to modernize the Perambur Slaughter House on DBOT Basis and appointed M/s.G.K.Sen & Associates as Consultant to prepare Detailed Project Report. After consultation with M/s.G.K.Sen & Associates, the subject was placed before the Technical Committee and tenders were called for on 20.05.2008 by fixing concession period as 14 years. But, on the due date of tender i.e. on 03.07.2008, no tenders were received. Again, revising the concession period as 17 years, re-tenders were called on 15.07.2008. On that date, i.e. on 15.09.2008, no tenders were received. Hence, the concession period was again revised to 22 years (which includes construction period of 20 months) and re-tenders were called on 07.10.2008 in 3rd call. In the pre-bid meeting, nobody was present and as such, the due date of tender was postponed from 28.11.2008 to 19.12.2008 again from 19.12.2008 to 09.01.2009 and finally from 09.01.2009 to 23.01.2009. (b) In the first two calls, no bids were received. On the date of submission of the third call, i.e. on 23.01.2009, single bid was received from M/s.Hind Agro Industries Limited, New Delhi. On scrutinizing the technical bid, it was found that M/s.Hind Agro Industries Limited fulfilled the eligible criteria and qualified for opening of their price bid. Hence, the price bid was opened on 02.02.2009 and the same was placed before the Council. The Council has accorded permission vide Resolution No.70/2009 dated 23.02.2009. Thereafter, the 2nd respondent has awarded work to M/s.Hind Agro Industries Limited, New Delhi on DBOT basis for a concession period of 22 years including the construction period of 20 months. The DBOT operator has to pay a concession fee of Rs.40 lakhs per annum with 5% increase on compounded basis to the Corporation of Chennai. There is no financial outflow from the Corporation of Chennai for this project.

(c) In order to meet the demands of Hygienic Meat in the city, to safeguard against possible danger of meat borne diseases and sickness, and facilities, the availability of good quality meat products to the public is desired to make improvement in the existing system of slaughtering animals at Perambur Slaughter House, Chennai. With the aforesaid objective and also on the direction of the Supreme Court of India, the Corporation of Chennai proposed to establish a mechanized slaughter house and processing plant at Perambur, Chennai. Hence, the Corporation of Chennai is interested to develop Old Slaughter House into new modernized Slaughter House and implement the project on DBOT basis. With a view to achieve the goal, the Corporation of Chennai has also entered into an agreement with the 3rd respondent covering all aspects on 25.03.2009. The said agreement will be strictly followed by the Corporation of Chennai without any deviation in future.

(d) The labourers no way lost any employment after opening the new modernized Slaughter House at Perambur. In the existing old Slaughter House, the Corporation of Chennai appointed 35 Sanitary Workers for collecting the slaughter house wastes and cleaning purpose and their work was monitored and supervised by the Conservancy Supervisors. The existing old slaughter house has directly engaged 410 labourers daily from 4 am to 8 am for slaughtering goats and bulls. The Corporation of Chennai would deny the allegation that 806 labourers are denied employment in various activities in slaughtering work in the present old Slaughter house as stated in the additional typed set filed by the petitioner. The old Slaughter House maintained by the Corporation of Chennai provides facilities like place for slaughtering animals, light, water, etc. The Corporation has charged Rs.3.50 per goat and Rs.10/- per bull from the butchers. The Corporation also provides 3 Veterinary Doctors for examination of animals, which is found fit for slaughtering and they were issued certificates to that effect. The merchants who come from outside the city bring animals to the slaughter house during midnight and engage butchers. In the existing Slaughter House, normally 1000 to 1200 sheep and goats and 100 to 150 cattle were slaughtered in week days. Further, during Sundays, 4000 to 5000 goats and 200 to 250 cattle were slaughtered. In week days, normally 410 direct labourers are engaged for butchering, sticking, cleaning, etc. During Sundays, only maximum of 806 labourers are involved for slaughtering work.

(e) All the labourers, who work in the existing slaughter house will also do the same work in Modernized Slaughter house. In the Modernised Slaughter House, 250 animals are slaughtered per hour. The present labourers will get first shift, i.e. during 3.00am and 8.00am and they can slaughter 1000 sheep and goats and 250 cattle in the Modernized Slaughter House within 4 hours. Even though they can work on Sundays, after taking maximum hours depending upon the capacity for slaughtering, no hurdles and hesitations will arise to do their work in the new modernized system. The petitioner feels that the new modernized Slaughter House will be used for promoting business activities of the 3rd respondent. The 3rd respondent has agreed the same with the Corporation of Chennai in Clause 3.1.a(ii) of the Agreement.

(f) Persons involved in other activities like merchants, who sell goats, meat and shop owners who run around the city also do the same work as usual. Most of the direct labourers will do slaughtering work as part-time job daily at least 2 to 3 hours every day and they are employed somewhere after finishing the slaughtering work in the morning. In respect of indirect merchants, labourers and agents, their business and employment are no way affected even after the opening of modernized Slaughter House. All the other activities are presently done by the merchants and agents, who do their business even after opening modernized Slaughter House. (g) In Chennai City, other two slaughter Houses in Villivakkam and Saidapet are now running with all facilities. In those Slaughter Houses, 100 to 150 sheep and goats are slaughtered on all week days and 200 to 250 sheep and goats are slaughtered on Sundays. The maximum capacity is 500 to 750 animals in Villivakkam and Saidapet Slaughter Houses. The labourers who are presently working in the existing Slaughter House at Perambur may also be utilized in the Villivakkam and Saidapet Slaughter Houses. Villivakkam is at a distance of 3 kms from Perambur and not a far off place. All facilities such as slaughtering place, water, electricity, etc. are provided in Villivakkam and Saidapet. According to the 2nd respondent, members of the petitioner Association may utilize Modern Slaughter House from midnight to morning up to maximum level reached by them. Further, they can also be permitted to utilize Modern Slaughter House during festival seasons like Deepavalli, Christmas and Ramzan.

5. The third respondent has filed a counter affidavit, stating as follows :

(i) With an objective to meet the demand of hygienic meat in the city and to safeguard against possible danger of meat borne diseases and sickness, and facilitate availability of good quality meat products to the public and with a desire to make improvement in the existing system of slaughtering animals, the Corporation of Chennai proposed to establish a mechanized slaughter house and processing plant at Perambur, Chennai. The project comprises development, design, financing, construction, operation, maintenance and transfer of the said plant.

(ii) To develop and implement the said project on DBOT basis, the 3rd respondent submitted their bid to the 2nd respondent. After evaluation, the 2nd respondent accepted the bid submitted by the 3rd respondent for implementing the Project. On 25.03.2009, Concession Agreement was entered into between the 2nd and 3rd respondents in order to develop the project with the terms and conditions provided thereon.

(iii) Article 1 of the Concession Agreement deals with Definition clause and Article 2 deals with Scope of the project. Clause 2.1 deals with the Scope of the project i.e. shall mean and include

(a) Development, design, financing, construction and establishment of a Modern Slaughter House Plant and other related facilities complete in all respects including rendering and ETP together with the provisions of Project Equipment and in conformity with the specification and standard set forth under Section (d) and (e) of RFP Document. (b) Management, Operation and Maintenance of the Plant during the Concession period as per Article 12 of the Agreement;

(c) Providing Slaughter House facility of the required capacity to the users and traders at the rate indicated in the RFP and during such period as may be determined by the COC from time to time;

(d) The Concessionaire shall develop the project without affecting the present operation of Perambur Slaughter House in phases as per the direction of COC;

Article 5 deals with concession :

Sec.5.1. - Concession project of site

(a) COC shall grant to the concessionaire land under a project site concession for a period of 20 years. If the COC so decides in its exclusive and sole discretion, it may extend the period of concession for such other period as may be considered necessary or reasonable. (b) COC shall deliver to the Concessionaire possession of the project site within 60 days from the date of execution of Concession Agreement;

Article 6 deals with obligation of parties :

Section 6.1 deals with obligation of COC and 6.2 deals with obligation of Concessionaire.

Article 10 deals with Right of Way and Article 1 deals with utilities and road.

Article 12 deals with construction, operations and maintenance.

Section 12.1 deals with construction of facilities:

(a) Concessionaire shall undertake at his cost and expenses development, implementation, design, construction, completion, testing and commissioning of the Plant and the facilities in accordance with the prudent practices and the terms and conditions of the Agreement. Section 12.4 deals with operation and maintenance. Article 12 deals with User-free/Service charges

Article 20.1 reads as follows :

On and from the COC till the transfer date, the Concessionaire shall operate the Plant in a maximum of 2 shifts of 8 hours each. In the first shift, it shall have the right to demand, collect appropriate fee/service charges from the users as may be determined by COC from time to time. The COC shall determine from time to time the minimum number of animals that must be slaughtered in the first shift. Any violation of this provision shall be a concessionaire event of default.

Article 20.2 For use of operation in the second shift, the Concessionaire shall have the right to process his own materials and/or other materials in the plant for his own business purpose.

(iv) The Corporation of Chennai awarded the work to the 3rd respondent on DBOT basis for a Concession of 22 years. The 3rd respondent can develop the project without affecting the present operations at Perambur Slaughter House in phases as per the direction of the Corporation. (v) Slaughtering at the present location is done in an unhygienic manner, thus endangering the health of the consumer. Hence, in order to meet the demand of hygienic meat in the city, the 2nd respondent called for tender and the 3rd respondent was successful in the bid for construction of a modern Slaughter House under the Public-Private Partnership mode in the place of the old dilapidated, unhygienic slaughter house constructed in 1903, during British period. (vi) On 03.06.2009, the Agreement was signed and the First Phase of construction was completed and is ready for operation. The 3rd respondent is also ready to commence construction of the Second Phase of the Plant. Phase I was built for one Slaughter Line for larger animals and two numbers of Slaughter Line for small animals without affecting the butchers. Phase II which comprises of lairages for Cattle and Sheep, Rendering Plant Compost Boiler house, etc at the site has to be constructed.

(vii) On the advice of the 2nd respondent, the 3rd respondent had to undertake the construction of additional facility at an additional cost of Rs.2 crores in order to accommodate the butchers to be shifted to the new modern facilities, without affecting their livelihood and daily routine trade. But, the 2nd respondent has not taken any effective steps to move the butchers or to shift the butchers to custom built additional facilities. The butchers and traders working there were not co-operating and creating hurdles. The 3rd respondent has specifically requested the police and the 2nd respondent to take effective steps to prevent the butchers and traders from creating further problems. But, no action has been taken by the 2nd respondent to ameliorate the sufferings of the 3rd respondent. (viii) The trade carried on by the butchers is not in any way going to be affected by commissioning and operationalization of Modern Slaughter House, which is more hygienic and set up with a view to safeguard against possible danger of meat-borne diseases and sickness. Further, the 3rd respondent has also constructed additional modern facilities based on the request made by the 2nd respondent and butchers Association for further improvement of butchers, without affecting their normal trade and employment.

(ix) The 2nd respondent floated a tender for construction of a new hygienic slaughter house based on the advice given by the Supreme Court of India. But, the traders are continuing their trade in the present location and supplying unhygienic meat to the consumers, affecting their health which may result into a big epidemic. The net result is that public interest is affected despite the Supreme Court of India advising to start a new Slaughter House. The constructed place has to be put in use only as a slaughter House and not to be used for any other purpose other than the purpose for which it was originally conceived. Further, Rules and Regulations of the Food, Safety and Standard Authority of India Act, promulgated on 05.08.2011, clearly prohibits the use of the Slaughter House for breeding of cattle/cattle market sheltering of cattle and goats. The aim of the Act is to provide good quality of safe meat for consumers. The Traders and butchers are deboning and cutting meat in open and under unhygienic conditions. But, the traders are adamant in moving to the newly constructed hygienic Slaughter House.

(x) The 3rd respondent obtained consent from Tamil Nadu Pollution Control Board (in short 'TNPCB') on 21.09.2011 under Section 21 of Air (Prevention & Control of Pollution) Act, 1981 as amended and the consent is valid up to 31.03.2012, along with conditions. On 21.09.2011, the 3rd respondent also obtained consent from the TNPCB under Section 25 of the Water (Prevention & Control of Pollution) Act, 1974, as amended, with conditions. The 3rd respondent has also provided facilities like collection of hides and skin and other slaughter house bye products, effluent treatment plant to ensure hygienic environment for production and in order to ensure supply of safe and quality meat to the public.

(xi) Following are the facilities provided in the Slaughter houses:

- (a) White Zone which is clean from where final product is taken out;
- (b) Black Zone where the living animals are brought and kept in the resting pens;
- (c) Adequate potable water facilities are provided for drinking and cleaning, etc.

Entire facilities have been provided by the 3rd respondent by spending about Rs.34 crores for construction of Modern Slaughter House and 2 crores for construction of additional facilities.

(xii) Based on the instruction carried out by the Corporation of Chennai, additional facilities were provided in the interest of butchers and traders. The 3rd respondent, at the request of the Corporation has spent additional amount to provide water facilities, electrical installations, drainage and effluent treatment plant, etc apart from 34 crores already spent by them. But the Corporation keeps on promising that they will shift the butchers to the new additional facility so as to complete phase II construction i.e. lairages, rendering plant and Boiler house Compost, etc. Even after our repeated requests to COC, the butchers were not shifted to the new additional facility. The question of losing livelihood, as claimed by the Association does not arise as additional facilities have been provided only taking into consideration their apprehensions, etc. (xiii) The question of submitting a proposal is the duty of the Corporation of Chennai and the 3rd respondent has nothing to do with the same. In fact, the 3rd respondent has fulfilled all the commitments envisaged in the agreement and Phase I, which is modern, hygienic and with all facilities is ready, but due to extraneous considerations, the Association is advising their members not to move for reasons best known to them and the 3rd respondent has no role to play in this regard.

(xiv) The effluent from the old slaughter house is directly discharged into the Sewerage Line despite the Pollution Control Board's instructions not to do so. The 3rd respondent is also not able to take up a separate water line to strengthen the hygienic condition due to the non-moving of the members to the new facility as then only this can be carried out. (xv) The 3rd respondent's repeated requests to the Corporation of Chennai to shift the workers to the new facility has not elicited any positive response. Similarly, the respondent's request for police protection has also not been considered so far. All the facilities are in place and the Association members can move to new facilities any time. The doubts raised about their livelihood is imaginary and it is only a myth. The claim that 4000 to 5000 workers are working at the old slaughter house is false and exaggerated. There are only 400 to 500 workers and they too are employed by private contractors. Their employment depends on the number of animals slaughtered every day and the number of workers actually working on a particular day would depend on the number of animals slaughtered.

(xvi) The 3rd respondent submits that the traders are not in any way going to be affected by shifting to the additional facility; on the other hand, the working condition and the livelihood of butchers would be improved or those who are involved in the trade as they would continue to operate under modern facilities in order to provide quality and safe meat to the consumers. Meat is a highly perishable commodity and hence, animal meat has to be chilled and refrigerated so as to improve the shelf life of meat.

(xvii) They have already invested over Rs.36 crores and the butchers should be shifted to the new facility. The 3rd respondent has provided in the premises facilities to provide hygienic meat to the consumers and failure to commence the first Phase would delay the second phase and public interest will suffer. The 3rd respondent has already suffered loss due to non-shifting of the members to the newly made additional facility and has been incurring with every day delay in shifting. He would reiterate that the modernization plant would, in no way affect either the Leaders or Members of the Association. On the other hand, the local traders and butchers will be immensely benefited once the newly built modern Slaughter House commences its operations. (xviii) Article 3 of the Construction Agreement clearly states that the 3rd respondent should operate the plants and make it two shifts and priority should be to slaughter animals as may be determined by the 2nd respondent from time to time and for the benefit of market traders for local consumption at a pre-determined tariff. Hence, the allegation that it will be used for cold storage is based on imaginary grounds.

6. The 3rd respondent has also filed a Memo to the following effect:

“3. The prayer in the writ petition is a writ of mandamus seeking a direction to the 2nd respondent to prepare a proposal protecting and safeguarding the livelihood of the members of the petitioner Association before commencing the service of the Perambur Modern Abattoir/Slaughter Houses.

4. The 3rd respondent has constructed the most modern Slaughter House in the place of most unhygienic slaughter house constructed during 1903.

5. The most modern Slaughter House is a State-of-the-Art Plant and it is going to ensure hygienic environment for production and supply of quality meat to the general public.

6. This respondent has already spent about Rs.34 crores for construction of the Modern Slaughter House. Though there is no obligation to provide any additional facility, on the advice of the 2nd respondent, this respondent has undertaken additional facilities to protect the livelihood of the existing slaughterers, which is having 27,000 sq. ft. area and apart from this, area has also been allotted for animal holding and vehicle parking. This additional facility is located directly opposite to the existing slaughtering facility distanced at only about 25 feet.

7. This respondent, after completion of the second Phase as per the Standard practice of Meat Industry, will have to hire the required manpower depending upon the technical, physical and medical fitness. This respondent may be willing to consider such of those existing slaughterers who satisfy the recruitment norms of this respondent i.e. their technical, physical and medical fitness for suitable job/jobs.

8. This respondent submits that the existing slaughterers are not employees of the Corporation of Chennai and there is no Master and Servant relationship between them. They come, slaughter the animals and remain the place for hardly two to three hours and go away. Therefore, it is misnomer to say that they are employees of the Corporation of Chennai.

9. This respondent also submits that the livelihood of the slaughterers will in no way be affected, if they are directed to utilize the additional facilities constructed at the cost of Rs.2 crores where they will be able to continue slaughtering of sheep and the cattle as before, especially when the area is more than 4 times of the existing slaughter area which has no roof or proper flooring or any place for collecting the blood of slaughtered animals.

In the above circumstances, this Hon'ble Court may be pleased to permit the respondent to commence the trial production at the new Modern Slaughtering House without further loss of time as the respondent is incurring heavy loss on the passage of every day.

10. It is, therefore, prayed that this Hon'ble Court may be pleased to dismiss the writ petition and thus render justice.”

7. Mr.M.Velmurugan, learned counsel for the petitioner would contend that it is the bounden duty of the Corporation of Chennai to protect the livelihood of the people in the manner known to law. It is his further contention that the 3rd respondent is attempting to convert the abattoir into cold storage, thereby deviating from the very proposal of constructing the modern slaughter house just to promote its own business interest than the supply of hygienic meat to the residents of Chennai City and neighbourhood. He would submit that the 2nd respondent should give a clear proposal regarding the operation of the abattoir to ensure the livelihood of the members of their Association.

8. Mr.Arunmozhi, learned counsel for the second respondent would submit that the project in question is for the welfare of the public to maintain hygienic conditions in slaughter house and that everything will be taken

care of and that the terms and conditions will be strictly followed by the respondent Corporation as per the agreement.

9. Mr.A.L.Somayaji, learned Senior Counsel appearing for the 3rd respondent would submit that the 3rd respondent has made all facilities in the new premises to provide hygienic meat to the consumers and failure to commence the first phase would delay the second phase and public interest will suffer. He would also submit that the local traders and butchers will be immensely benefited once the newly built modern Slaughter House commences its operations.

10. I have heard the learned counsel for the parties and also gone through the records.

11. Admittedly, the Perambur Slaughter House, which is situated in Pulianthope area, covering about 10 acres, is in existence for more than 100 years and is being maintained by the Corporation of Chennai. It is a unit, providing supply of meat and other related products to the residents of Chennai as well as to many other establishments. In the said slaughter house, there are activities of cattle breeding, sheltering of cattle and goats and slaughtering of cattle and goats. The skin of the cattle and goats is also sold to various industrial houses for production of leather products. During festival seasons and other functions like marriages, meat is sold to individuals in large scale. This place is also used by persons like Mulla and Laskar and licence has also been issued by the respondent Corporation to various persons to continue their occupation in the said premises.

12. With an objective to meet the demands of hygienic meat in the city and to safeguard against possible danger of meat borne diseases and facilities; to make availability of good quality meat products to the public and to make improvement in the existing system of slaughtering of animals, the Corporation of Chennai proposed to establish a Modern Slaughter House at Perambur, Chennai, in an area of 9.408 acres to be the first of its kind among the Municipal Corporations in South India, for which it called for tenders, pursuant to which the third respondent submitted a bid to the second respondent and after evaluation of the tender, the second respondent accepted the bid for implementing the project and awarded the work to M/s.Hind Agro Industries Limited, New Delhi, on DBOT basis for a concession period of 22 years including the construction period of 20 months. As per the agreement, the DBOT operator has to pay a concession fee of Rs.40.00 lakhs per annum with 5% increase on compound basis to the Corporation of Chennai. The built up area is 2.84 acres, which comes to about 1,23,658 sq. ft. After the award of work, the buildings are constructed as per the norms laid down by the Industries Department and the Tamil Nadu Pollution Control Board. They are designed to meet the requirements of not only the Indian Ministry of Food Processing Industries standards but also the standards laid down by European Union and United States. There is an effluent treatment plant constructed as per the TNPCB guidelines for the treatment of effluence from the plant.

13. The modern slaughter house has a capacity to slaughter 250 small animals and 60 large animals per hour. The other salient features are : two mechanized slaughter lines for small animals, one for big animals, walk-in-chillers to store 350 carcasses of cattle and 2000 carcasses of small animals, blast freezers and plate freezers. These apart, separate blood, offals and other waste collection facilities, hide room, dung collection tank, sheep lairage, buffalo lairage, rendering plant, compost and fuel storage are also provided. All basic amenities are also taken care of in this slaughter house. The construction of this slaughter house is almost completed. At this stage, the petitioner association has come before this Court for a direction to the second respondent to prepare a proposal protecting and safeguarding the livelihood of the members of the petitioner association before commencing the service of the slaughter house.

14. The stand of the second respondent is that they floated tenders for construction of a new hygienic slaughter house based on the advice given by the Supreme Court of India, but, the traders are continuing their trade in the present location and supplying unhygienic meat to the consumers, affecting their health, which may result in an epidemic. The constructed place has to be put in use only as a slaughter House and not to be used for any other purpose other than the purpose for which it is originally conceived. Further, Rules and Regulations of the Food, Safety and Standard Authority of India Act, promulgated on 05.08.2011, clearly

specify the use of the Slaughter House for breeding of cattle/cattle market sheltering of cattle and goats. The aim of the Act is to provide good quality of meat for consumers. However, the traders and butchers are deboning and cutting meat in open and under unhygienic conditions and are adamant in moving to the newly constructed hygienic Slaughter House.

15. The stand of the third respondent/DBOT operator is that the traders are not in any way going to be affected by shifting to the additional facility, but, instead, the working condition and the livelihood of butchers would be improved and those who are involved in the trade would continue to operate under modern facilities in order to provide quality and safe meat to the consumers. They have fulfilled all the commitments envisaged in the agreement and Phase I, which is modern, hygienic and with all facilities, is ready, but due to extraneous considerations, the petitioner association is advising its members not to move to the newly constructed slaughter house, for the reasons best known to them and the 3rd respondent has no role to play in respect of the request of the petitioner association for protection and safeguarding the livelihood of its members.

16. It is true that when one establishment is going to be changed, there is a likelihood of change of guard or structure, including its employees. It is seen from the pleadings of the respondents that the members of the petitioner association are not directly in employment either under the second respondent or the third respondent. It is stated by the second respondent in paragraph 8 of the counter that the pathetic condition of the present slaughter house will be improved after installing modern slaughter house so also the livelihood of labourers and butchers and their income will also be increased. It is also stated by the second respondent in paragraph 9 of the counter that the Corporation entered into an agreement with the third respondent to safeguard the livelihood of the members of the petitioner association who are all dependent on the present slaughter house. The second respondent also admitted that the petitioner association submitted a representation on 15.09.2011 and the same would be considered and suitable orders passed. In addition, it is also assured that it would protect the interests of the members of the petitioner association and that it would not allow the third respondent to convert the abattoir into cold storage so also to promote its own business interest than the supply of hygienic meat to the residents of Chennai city and neighbourhood. It is also averred that it will take every care to see that the abattoir is run strictly following the terms and conditions of the agreement.

17. In this context, it is relevant to mention that as per the Accountant General's report of the year 2007-2008, according to population ratio in Chennai City, 43 modernized slaughter houses should have been constructed. Therefore, the Corporation of Chennai has decided to set up a single modern slaughter house in Chennai City. This project has been brought out only for public welfare as well as to maintain hygienic condition in slaughter house. At the same time, the present labourers will also get employment opportunities, without their livelihood being affected. In the given situation, it may be stated that though the petitioner has attempted to stall the commencement of the service of the project of the third respondent, the second respondent has been kind enough to protect and safeguard the interests of the association. Equally, the third respondent also has consistently stated before this Court that they have provided every arrangement for the members of the petitioner association in the modern slaughter house for their continuance of work as is done in the existing one.

18. When such being the stand of respondents 2 and 3, which includes the assurance to safeguard and protect the interests of the members of the petitioner association, I am of the considered opinion that except to record the said statement, it is not for this Court to sit over the project that too at the stage of completion and grant the relief as prayed for by the petitioner, especially when the project is under DBOT scheme. Accordingly, recording the statements of respondents 2 and 3, this Writ Petition is disposed of. While doing so, the claim of the petitioner for protection and safeguarding the livelihood of its members before commencement of the services of the Perambur modern Slaughter House is rejected, as the respondents 2 and 3 followed necessary process in a tender and, after assignment of such work, the third respondent completed the project and the same is in the stage of commencement. As such, the third respondent may proceed with the commissioning of the project. No costs. Consequently, the connected M.P.Nos.1 and 2 of 2011 are closed.

Index : Yes 27-01-2012

Internet : Yes

abe/dixit

V.DHANAPALAN,J.

Abe/dixit

Pre-delivery order

in

W.P.No.25910 of 2011

Dated: 27-01-2012