



भारतीय खेल प्राधिकरण
Sports Authority of India

*Finance Division
SAI Head Office
J N Stadium Complex (East Gate)
Lodi Road
New Delhi 110 003*

F. No. 6(28)/SAI/B&F/106th FC/2022-23

Date: 27th June 2022

Sub: 106th Meeting of Finance Committee of SAI

Kindly refer to this office letter of even number dated 24th June 2022 regarding 106th Meeting of Finance Committee of Sports Authority of India scheduled to be held on 27th June 2022 (Monday) at 4.00 p.m. under the Chairmanship of Secretary (Sports), Ministry of Youth Affairs & Sports in the Chamber of Secretary (Sports), Ministry of Youth Affairs & Sports, Shastri Bhawan, New Delhi.

The Revised Agenda papers for the said meeting are enclosed.

You are requested to kindly make it convenient to attend the meeting.


For (Shiv Sharma)

**Executive Director (Finance) &
Member Secretary, Finance Committee**

To,

- 1 Shri Sanjay Prasad, Additional Secretary (Expenditure), Ministry of Finance, North Block, New Delhi
- 2 Shri Sandip Pradhan, Director General, SAI
- 3 Shri Manoj Sethi, Joint Secretary & Financial Advisor, MYAS
- 4 Shri L S Singh, Joint Secretary (Sports), MYAS, Shastri Bhawan, New Delhi
- 5 Shri Rohit Bhardwaj, Secretary, SAI
- 6 Col Raj Singh Bishnoi (Retd.), Sr. Executive Director (Academics), NSNIS, Patiala

Copy to: PPS to Secretary (Sports), Shastri Bhawan, New Delhi



भारतीय खेल प्राधिकरण
Sports Authority of India

**106th Meeting of the
Finance Committee**

Agenda Papers

Date/Time: 27th June, 2022 (Monday) / 4.00 p.m.

**Venue : Chamber of Secretary (Sports)
Shastri Bhawan
New Delhi**

INDEX

106th Meeting of Finance Committee of SAI (.06.2022)

Item No.	Particulars	Page No.
1	Confirmation of the Minutes of the 105 th Meeting of the Finance Committee of Sports Authority of India (SAI) held on April 12, 2022	1
2	Action Taken Report on the decisions taken in the 104 th Meeting of the Finance Committee of SAI held on March 17, 2022	2
3	Action Taken Report on the decisions taken in the 105 th Meeting of the Finance Committee of SAI held on April 12, 2022	3
4	Medical insurance cover for the athletes of ABSC Scheme	4-5
5	Approval of Annual Accounts and Financial Statement of Sports Authority of India (SAI) for the financial year 2021-22	6-7
6	Award of Comprehensive Annual Maintenance Contract (CAMC) & Operation of SUIAS Ascort Electronic Targets of Shooting System 10M, 25M & 50M installed at Dr. KSSR, New Delhi & STC Alwar	8-9
7	Request of Income Tax Deptt. for waiver of interest amount on delayed payment of rentals at J N Stadium and renewal of the lease agreement for five years	10-11
8	Procurement of sports equipment (Consumables and non-consumables) for SAI Training Centres – Proposal for additional funds	12
9	Signing of agreement between SAI and GAF for a period of 4 years (extendable for further 4 years) for SAI, Thiruvananthapuram on expiry of the present agreement	13-17
10	Waiver off the irrecoverable loss of public money amounting to Rs. 1,11,498/- towards the excess payment made to Ms. Sunita Pathak, DEO by wrongly granting financial up gradations in the year 2008 and 2018	18-29
11	Revised Mechanism for establishing sponsorship for Khelo India Youth Games 2021	30
12	Sponsorship Partners for Khelo India Youth Games – 2021	31

Agenda Item No.1

Confirmation of the Minutes of the 105th Meeting of the Finance Committee of Sports Authority of India (SAI) held on April 12, 2022

The Minutes of the 105th Meeting of Finance Committee of SAI were circulated vide Circular No. 6(28)/SAI/B&F/105th FC/2022-23 dated 19th April, 2022.

Since no comments have been received, thereafter, Finance Committee may kindly confirm the minutes.

Agenda Item No.2

Action Taken Report on the decisions taken in the 104th Meeting of the Finance Committee of SAI held on March 17, 2022

Item No	Item	Decision	Action Taken
7	RFP for Sponsorship KIYG, Haryana	The Finance Committee noted the progress.	The RFP was floated on 18.02.2022. In response to the RFP, two bids of Rs 1.80 Crore and Rs. 25 Lakhs were received from SFA Sporting Services Private Limited and JSW Sports Private Limited. However, the proposals were found to be insufficient in realizing the full potential of Khelo India Youth Games given the visibility and outreach and it was also found that the possibility of title sponsor was not explored. Accordingly, the RFP was cancelled with approval of the Chairman, Governing Body.
8	RFP regarding Sponsorship for KIUG, Bengaluru	The Finance Committee concurred the proposal.	The bids regarding RFP for sponsorship for KIUG Bengaluru was opened on 28.03.2022. Since in response only 1 proposal of Rs 25,00,000 was received against the category of associate sponsor from JSW Sports Private Limited and there was no offer of the presenting sponsor (main) the RFP was cancelled and the offer was not accepted with the approval of Chairperson, Finance Committee.

Agenda Item No.3

Action Taken Report on the decisions taken in the 105th Meeting of the Finance Committee of SAI held on April 12, 2022

Item No	Item	Decision	Action Taken
1	Confirmation of the Minutes of the 104 th Meeting of the Finance Committee of Sports Authority of India (SAI) held on March 17, 2022	The Minutes of 104 th Meeting of the Finance Committee were confirmed.	-
2	Action Taken Report on the decisions taken in the 104 th Meeting of the Finance Committee of SAI held on March 17, 2022	ATR as placed before the FC was noted.	-
3	Implementation of 7th CPC for Teaching Faculty staff of SAI, LNCPE Trivandrum	The proposal was concurred.	The approval of Chairman, Governing Body of SAI was obtained and arrears have been released all employees.
4	Non utilization of funds released to SAI on 31.03.2022	Noted. It was also informed that against the liabilities SAI had released payments of Rs. 86.40 crore from its internal receipts. It was decided that the matter may be further followed up with the Ministry of Finance.	The matter has been taken up by the MYAS with MoF vide MYAS DO letter No. G-12011/6/2021-SP.V dated 06.04.2022.
5	Approval of additional Funds for Broadcast of Khelo India University Games (KIUG), Karnataka 2021	The proposal was concurred as the production and telecast is being entrusted to Doordarshan, a government organization on nomination basis.	The production and broadcast of KIUG-2021 was assigned to Doordarshan at the cost of Rs. 4.56 cr.

Agenda Item No.4

Medical insurance cover for the athletes of ABSC Scheme

Army Boys Sports Company is a collaborative venture of SAI with the Indian Army, The main objective of the Scheme is to make use of the good infrastructure and disciplined environment of the Army for training boys in the age group of 8-14 years of age to achieve excellence in sports. After attaining the required age of seventeen and a half years, the athletes are also offered placement in the Army.

Under the Scheme, athletes are provided boarding & lodging, Educational Expenses, Sports kit, Insurance, Medical cover, Competition exposure, besides scientific coaching from experienced SAI coaches. The existing financial norms are as follows:

FINANCIAL NORMS:

SN	Particulars	Amount (in Rs.)
1.	Boarding/loading 335 days for Plain/Hilly areas (per head per day)	275.00 (92,125/-per person per year)
2.	Annual Training block grant per athlete per year	
i	Sports Kit	10000.00
ii.	Competition Exposure	6000.00
iii	Education fee	5000.00
iv	Insurance Charges	1000.00
v	Medical expenses	1000.00
3	Recurring financial grant per centre per year	
i	Procurement of sports equipment (Con/Non-Con)	16667.00
ii	Maintenance of Playfields	3333.00
iii	Miscellaneous (Stationary, Internet bill etc)	3500.00
Iv	Support Staff (Masseur, psychologist etc) of part time/visit basis	11375.00
	Total	1,50,000.00

At present, there are 26 ABSC Centres in India with the approved sanctioned strength is 1680 Boys. However, as on date there are only 1052 athletes.

Earlier, considering the necessity, the GB in its 55th meeting held on 28th September, 2021 had approved the Health Insurance (Rs. 5 lakhs) and Personal Accidental Policy (Rs. 25 lakhs) for National Campers, Khelo India Athletes, NCOE and STC athletes, coaches on contract and sports science staff on contract in SAI to ensure equal provision of health and accidental insurance for all SAI athletes and officials.

The details of the rate contract for the Health Insurance and Personal Accidental Policy are as follows:

- a) The rate contract was awarded to M/s. Cholamandalam MS General Insurance Company Limited at a value of Rs.5,88,74,920/-
- b) For a period of **two (02) years**, extendable for another 12 months at the same rates, and terms and conditions, subject to mutual agreement and satisfactory performance. The period of one year expired in last financial year.
- c) The maximum limit of beneficiaries covered under the contract is **13,000**.

Further, it is submitted that ABSC scheme athletes are covered under general insurance at a very nominal cost, which does not include accidental, as well as full health cover. Athletes are prone to regular injuries such as bruises, strains, pains, broken bones etc. for example, in combat sports unexpected & unwanted injuries, serious in nature occur during practices or competitions. Similarly, in team sports, where physical proximity is unavoidable, athletes may get seriously injured and need instant hospitalization. Also, considering the recent Covid-19 pandemic and its subsequent health complications, it is important to provide comprehensive health coverage to all athletes.

As per the approved norms, medical insurance cost is Rs. 2050/- per athlete per year. Accordingly, for 1680 (sanctioned strength) ABSC athletes, the total cost would be **Rs. 34,44,000/- (Thirty Four Lakh Forty Four Thousand only)** per year. These additional athletes (ABSC) will be covered within the maximum limit of beneficiaries under rate contract i.e. 13,000 beneficiaries.

Accordingly, concurrence of the Finance Committee is solicited for ABSC Athletes to be covered as beneficiaries of the Health Insurance (Rs. 5 lakhs) and Personal Accidental Policy (Rs. 25 Lakhs) as per the rate contract awarded to M/s Cholamandalam MS General Insurance Company Ltd for a period of **12 months** (extendable for another period of 12 months) **at an additional value of Rs. 17,64,000/- (Rupees seventeen lakh sixty four thousand only) as per sanctioned strength and Rs.11,04,600/- as per current strength.**

Concurrence of Finance Committee is solicited for the Medical Insurance of athletes of ABSC Scheme.

Agenda Item No.5

Approval of Annual Accounts and Financial Statement of Sports Authority of India (SAI) for the financial year 2021-22

As per the directions issued by Ministry of Finance, GOI, vide O.M. No.17(3)/2011-E-II(a) dated 5th September 2011, Sports Authority of India being an Autonomous Body should lay the Annual Report and Audited Accounts (along-with SAR) before Parliament within Nine months after close of the Accounting year.

The Annual Accounts of SAI for the year 2021-22 were prepared and consolidated by the Chartered Accountant firm. The details of accounts in brief are as under:

Brief of Annual Accounts and Financial Statements:

The accounts of SAI are being prepared in 03 tier system i.e., at first phase accounts are prepared at SAG/STC/NCOE Centres & same are compiled at Regional Centres along-with their accounts at second stage. At third & final stage, the Annual Accounts of Regional Centres/Units are verified & finalized by Finance Division at Head Office and subsequently the accounts of Regional Centres/Units finalized by Finance Division are being consolidated by Chartered Accountant.

The receipt of funds & its utilization in SAI are being carried out broadly under two categories:

- i) SAI Schemes under Block Grants
- ii) Agency based Schemes i.e., Schemes operated on behalf of MYAS (Sponsored Schemes) viz. Assistance to National Sports Federations, Khelo India etc.

The following documents are prepared:

- i. Receipt and payment Account
- ii. Income & Expenditure Statement
- iii. Balance sheet
- iv. Schedules for Income & Exp. A/c and Balance Sheet
- v. Significant Accounting Policies
- vi. Notes on Accounts
- vii. GSLIS Accounts
- viii. NPS Accounts
- ix. GPF Accounts

2. The funds available during the year 2021-22 are asunder:

Sr. No.	Items of Receipts	Amount (Rs. in Crore)
1	Block Grants	617.88
2	Grants/Fund received from MYAS & Other Ministries/Department for Sponsored/Other Schemes	525.28
3	Internal Receipts of SAI	195.54
	TOTAL FUNDS MOBILISED	1338.70

2(A) Details of Block Grants

(Rs. in Crore)

Sl. No.	Details	Funds Received from MYAS during the year	Funds Utilized	Percentage of fund utilization
1	Plan (other than NER)	551.88	657.11	*119.07%
2	Plan (NER)	66.00	62.40	94.54%
	Total	617.88	719.51	

Excess amount has been met from opening balance / IR.

2 (B) Sponsored Schemes of MYAS

(Rs. in Crore)

Funds Received	Utilization & Refund to MYAS
525.28	541.28

Excess amount has been met from opening balance / IR.

2 (C) Details of Internal Receipts generated during the year:

(Rs. in Crore)

Sl. No.	Particulars	Amount
i.	Income on Investment/interest	18.57
ii.	Receipts from Stadia/Building (including Rent from Five Stadia at Delhi)	142.14
iii.	Fees/Subscription	11.96
iv.	Receipts from Royalty, Publication etc.	0.19
v.	Miscellaneous Receipts (Including RCs)	18.29
vi.	Refund of Loans & Advances	4.39
	Total	195.54

The annual accounts for FY 2021-22 is enclosed (Annexure -A).

Comments on accounts:

- i. The Units/Centres of SAI has been bifurcated under the Components of Salaries/SC/ST/General/Capital Components as per directions issued by the Operation Division of SAI.
- ii. The expenditure has been bifurcated under Sponsored/Other Schemes of MYAS as per the orders received.
- iii. The Accounts of SAI has been maintained as per Double Entry Accounting System.
- iv. The Annual Accounts of SAI has been prepared on the basis of Uniform format of accounts prescribed by Ministry of Finance, for Central Autonomous Bodies.
- v. As per the laid down procedure in SAI the allocation received from MYAS under various components and the Opening balance available with SAI together with the estimated Internal Revenue is being re-appropriated to various schemes and the grants are being utilized accordingly.
- vi. The details of interest earned on Corpus fund and the expenditure incurred has been shown separately in the Balance Sheet.
- vii. The compilation of Receipts and TDS has been carried out with reference to 26AS.
- viii. The observations of the DGA (HE&SD) – (Director General of Audit (Home, Education and Skill Development) on the Certification of accounts for the year 2020-2021 through Draft SAR have been incorporated in the accounts for 2021-22.
- ix. In compliance with the directions by 94th Meeting of Finance Committee held on 05.01.2021 the Annual Accounts of SAI for the year 2021-2022 were prepared on quarterly basis by CA at Regional Centre and subsequently were consolidated by the Chartered Accountant at SAI HO. The annual accounts for FY 2021-22 were audited /certified by CA firm. The report is enclosed (Annexure -B).

Concurrence of Finance Committee is solicited for Annual Accounts for the financial year 2021-22.

Agenda Item No. 6

Award of Comprehensive Annual Maintenance Contract (CAMC) & Operation of SUIAScor Electronic Targets of Shooting System 10M, 25M & 50M installed at Dr. KSSR, New Delhi & STC Alwar

During CWG 2010, Sius Automatic Electronic Scoring Shooting Target System for 10M, 25M and 50M & Final Range of Dr. Karni Singh Shooting Range were procured and installed on PAC basis at the cost of CHF 49,04,450 (Rs. 21.00 crores approx.). The equipments were installed at Dr. KSSR in January, 2010 by M/s. SIUS Ascor, Switzerland. M/s. Gem International, the exclusive authorized sales and service agent of M/s. SIUS Ascor, Switzerland in India is undertaking maintenance of these equipments, since beginning. Last CAMC with M/s. Gem International was signed effective from 05.03.2020 for a period of one year at Rs. 2,21,21,950/- (inclusive of GST). After completion of the contract period, an agenda seeking further extension for another one year with effect from 05.03.21 was put up before 96th FC. The contract was extended for a period of one year with the concurrence of FC and the approval of the Governing Body in its 55th Meeting.

Pursuant to the recommendations of the 96th FC and subsequent approval by the General body in its 55th meeting held on 28th September 2021 in regard to replacing the electronic shooting targets with latest laser targets and also the CAMC of the existing electronic targets at Dr. KSSR, it is submitted that 35 of the 245 targets (with CAMC for 4 years) have been replaced with laser target systems. Five of the electronic targets were shifted to STC Alwar to provide better facilities to the athletes at the STC. However, the rest of the targets have not yet been replaced with laser targets and the proposal is under consideration. Further CAMC is requested for all the 245 targets as regular maintenance and upkeep of these targets is necessary to ensure proper utilization of the facilities when these replaced targets are put to use or when the replaced target systems are shifted to other centers and until such time till all the electronic targets are replaced with laser targets.

In view of the above, a fresh tender was floated after approval of competent authority for awarding 01 year contract (extendable by another 01 year) for undertaking CAMC services of all the SUIAScor electronic targets at Dr. KSSR and STC Alwar on 21.02.2022 on CPP Portal against which single bid from M/S GEM International who is the authorized agent of Suis Ascor was received and same was opened and evaluated by the designated committee.

M/s Gem International quoted a price of Rs. 2,58,16,984/- (Inclusive of All) for 1 year which was found to be on the higher side as compared to LPP i.e. Rs. 2,21,21,950/-. With the approval of the Competent Authority, the bidder was called for negotiation and the negotiated price was Rs. 2,43,34,145/- per annum i.e. Rs. 4,86,68,290/- for 02 years including 01 year extension which is a variance of 10% from LPP.

During the negotiation the bidder had submitted the following reasons for increase in quoted price:-

1. Increase in the cost of spare parts ranging from 30% to 40% in the past 3 months.
2. Increase in manpower cost over the last more than two years.
3. Exchange rate variation (value of Rupee depreciating) over a period of 2 ½ years which also add to the cost therefore which makes it impossible to provide for further discount.

As per Delegation of Financial Power of Sports Authority of India (clause 5.6), Contracts for AMC, CAMC, IT services etc, upto Rs. 5.00 Crore in each case are rested with the DG, SAI. However since the clause do not mention the case of negotiated/ single tender or proprietary contract (As per Chapter 6 of GFR, 2017), the case may be considered under Clause 5.3 of Delegation of Financial Power of Sports Authority of India.

As per DFP (clause 5.3), “the power of DG, SAI for approval of single tender in each case is Rs. 2.00 Crore for Purchase of Sports Goods/Equipments (both Imported & Indigenous) such as Sports Goods (consumables and non consumables). Sports Equipment, Fitness Equipment, Sports Software, Accessories of Equipments etc. Through negotiated or single tender or proprietary contract (As per chapter 6 of GFR 2017)”.

The total Financial implication for the above mentioned contract is Rs. 4,86,68,290/- for 02 years inclusive of 01 year extension, which is more than the delegated financial power of DG, SAI under clause 5.3 of DFP. Hence, the proposal is being submitted for concurrence of Finance Committee for CAMC of aforesaid ranges to the tune of Rs. 4,86,68,290/- for 02 years including 01 year extension.

Concurrence of Finance Committee is solicited for award of CAMC to M/s GeM international authorized dealer of SUIIS Ascor for the Electronic Target System 10m, 25m,50 m and final range installed at Dr. KSSR & STC Alwar for Rs. 4,86,68,290/- for 02 years including 01 year extension.

Agenda Item No. 7

Request of Income Tax Deptt. for waiver of interest amount on delayed payment of rentals at JN Stadium and renewal of the lease agreement for five years.

Income Tax Department had been allotted office space measuring 79703.16 sq. ft. at JN Stadium w.e.f. 16.06.2016. The clause-2 of the said agreement provides that the licensee i.e. the Income Tax Department has to pay the license fee in advance by 10th of each English Calendar month, failing which they are liable to pay an interest @ 12% per annum on the amounts of license fee payable on the remaining outstanding beyond the due date. Interest shall continue to accrue till the license fee is finally squared up.

However, the Income Tax Department did not deposit the license fee within the stipulated time almost every month. Therefore, as per agreement, the amount towards late payment charges (interest) has risen to Rs.8,30,23,564/- (Rupees eight crore thirty lakhs twenty three thousand five hundred and sixty four only) as on May,2022.

In response, the IT Department intimated that although earnest effort are made to make sure that the monthly license fee is deposited in time, however, due to Administrative constraints and requirement of approvals from Competent Authority, there is a delay in payment of the license fee.

It is also pertinent to note that on scrutiny of related records, the audit conducted by CAG has observed that there was persistent delay on the part of Income Tax department in payment of license fee for the allotted space from June 2016 to September 2020 which needs to be realized.

However, the Income Tax Department again requested for waiver of interest charges. The matter of one time waiver of interest for Rs.6,79,20,447/- as on Feb, 2021 was placed before the 98th Finance Committee meeting held on 6.7.2021, wherein the proposal was rejected. This decision of the Finance Committee was communicated to Income Tax Department. They have, however, again requested that SAI & IT Department both being Govt. organizations, SAI may not insist on payment of interest and the agreement which expired on 16.06.2022 be renewed for 5 years and clause 2 of the agreement which envisaged interest @ 12% on account of delayed payment be dropped.

If it is decided to extend the lease period, the Income Tax Department will be required to pay Rs.642.72 per sq. ft. per month (existing rent Rs.518.32 + 24%) and a total of Rs.5,12,26,815/- + GST which is presently @ 18% and Service Charges on property tax as paid by SAI to Delhi Municipal Corporation. In terms of existing agreement, the renewal can be considered only if they submit NOC/Clearance of all previous dues from SAI.

It is, however, that a payment of Rs.Rs.37.19.42.858/- including interest is outstanding as per details given below :

(i)	License Fee for May-June,2022	Rs. 9,74,95,712/-
(ii)	Interest on delayed payment (upto May,2022)	Rs. 8,30,23,564/-
(iii)	Service Charges on property tax	Rs. 2,60,83,344/-
(iv)	Outstanding TDS	<u>Rs.16,53,40,238/-</u>
	Total	<u>Rs.37.19.42.858/-</u>

The Income Tax Department is processing case for payment of License fee for the month of May and June, 2022, services charges on property Tax and will settle the TDS issue. However, **no dues certificate** can be issued for renewal unless either the IT Department clears all dues or the Competent Authority waives the charges.

Therefore, guidance/directions of Finance committee are solicited on the request of Income Tax Department for;

- (i) Waiver of interest;
- (ii) Renewal of lease deed for 5 years (can be extended for only for 3 years at a time on enhancement of 24% on the last paid rent + taxes etc.
- (iii) Request for deletion of clause 2 of the agreement which provides for interest on late payment.

Guidance / Direction of Finance Committee are solicited on request of Income Tax Deptt. For Waiver of interest amount on delayed payment, Renewal of lease agreement for three years, Request for deletion of clause 2 of the agreement which provides for interest on late payment.

Agenda Item No. 8

Procurement of sports equipment (Consumables and non-consumables) for SAI Training Centres – Proposal for additional funds

The Governing Body in its meeting held on 25th May, 1995 decided to merge two Schemes (SPDA & Sports Hostel) and rechristened "SAI TRAINING CENTRE SCHEME". The SAI Training Centres (STCs) are established in order to groom the Grass-root level/discipline appropriate age group athletes, in States where the sports infrastructure is provided by the respective State Governments.

The GB in its 47th meeting held on 24th Nov, 2016 decided for rationalization of Annual Maintenance Grant for SAI Training Centres (STCs) to delink the expenditure in respect of civil, electrical work, security and horticulture etc from annual maintenance grant and meet the expenses of Sports Equipment (Consumable and non-consumable) separately.

The Governing body in above meeting approved the expenditure for procurement of sports equipment (Consumable and Non-Consumable equipments) based on the number of trainees at the centre, as follows:

S.N.	Number of trainees	Amount (Rs. in Lakhs)
1.	Upto 50 trainees	5.00
2.	50-100 trainees	8.00
3.	100-150 trainees	10.00
4.	Above 150 trainees	12.00

The current sanctioned strength of STC scheme is **5893**. Accordingly, for 69 STCs with different strength, the total budget calculated for sports equipment (consumable and non-consumable), as per above norms comes to **Rs. 5,60,00,000/-**.

It is observed that during the last 5 years, STCs could not carry out the procurement of sports equipment by utilizing the entire amount and the total procurement was only for Rs. 4.79 Cr. As a result, many of the STCs are without much essential sports equipment especially non-consumable sports equipment. Moreover, the athlete strength has gone up in past few years.

An extensive process of grading STCs and need of standardized equipment according to their grading has been undertaken with the Regional centres, HPM and Scientific Staff to arrive at an essential list of sports equipment for each STCs (consumable and non-consumable) based on the strength. The total requirement for the current financial year on the bare minimum requirement based on the discipline is worked out to be **Rs. 24.31 crores for 69 STCs in 21 disciplines**. There is a need of additional Rs.5 crore to meet the sports equipment requirement of 05 disciplines (**Football, Hockey, Wushu, Sepak-Takraw and Karate**) which is not included in the above 21 discipline and the same is being finalized.

It may also be noted that 70% of this amount is for the procurement of non-consumable sports equipment which will have a life of 3-5 years. STC being the scheme for grass-root development and also the feeder centre of NCOE/National Camps the standard facilities are to be ensured.

As per the norms approved for STC, the allocation of fund for sports equipment based on the strength for the current financial year is Rs.5.60 crore only. Hence, it is proposed that an additional grant of Rs.25 crore may be considered for the procurement of sports equipment to different STC (consumable and non-consumable) which can be met from SAI block grant / Internal Receipt.

Concurrence of Finance Committee is solicited for one time additional grant of 25 crore for procurement of sports equipment (consumable and non-consumable) from SAI block Grant/IR.

Agenda Item No. 9

Signing of agreement between SAI and GAF for a period of 4 years (extendable for further 4 years) for SAI, Thiruvananthapuram on expiry of the present agreement

Governing Body in its 51st meeting held on 30th October 2018 had approved proposal to mobilize funds/expertise/services from various interested Corporate Houses/Organizations under CSR, for different activities for development of sports. In compliance to GB's decision, an EOI was floated vide advertisement No. 1006/47/SAI/OPS/ CSR/202-21 dated 24th Dec 2020.

Further, to broaden the scope of partnerships with other organization established with companies/trusts/society/LLPs/not-for profit etc. to support various initiative/scheme of SAI, GB in its 55th meeting had approved the proposal submitted for ratification. Upon expiry of the earlier EOI, a fresh EOI was floated vide No. 1006/47/SAI/OPS/CSR/2020-21 on 24.12.2021 which is valid upto 24. 12. 2022. Subsequently efforts are being made.

Glenmark Aquatic Foundation (GAF), trust registered on 13th August 2013 under the Indian trusts act 1882, is in an agreement with SAI for a period of 4 years extendable up to another 4 year for swimming discipline at SPMSPC, New Delhi. Further, GAF has entered into another agreement with SAI, Thiruvananthapuram on 8th November 2021 as a Feeder centre for the NCOE SPMSPC, New Delhi for one year(subsequent to the approval of GB in its 55th meeting as agenda item 17)., which is expiring on 9th November 2022.

Keeping in the view of the talent and response from the athletes in Thiruvananthapuram "Glenmark Aquatics Foundation" (GAF) had expressed their interest to extend the present agreement.

The proposal received from GAF was evaluated by the duly constituted committee headed by DG, SAI and recommended to extent the agreement.

The salient features of the proposed agreement are as follows:

1. This centre will act as a feeder centre for NCOE at Dr. SPMSPC, New Delhi.
2. **Financial Implications:** GAF will invest Rs. 55-60 lakhs plus international trips to swimmers based on the selection criteria each year.
3. **Deliverables from GAF & Expectations from SAI:** Placed at Annexure-A.
4. **Key Result Areas:** Annexure-B.
5. **Monitoring Mechanism:** The steering committee headed by DG, SAI will meet at least once in six months to monitor and review the progress of athletes of SAI Centre, Thiruvananthapuram and decide on fund flow for subsequent 6 month. If required, the steering committee may re-prioritize the goals and objectives to ensure achievement of key result indicators.

A model agreement vetted by the legal advisor and approved by the finance committee in its 95th meeting held on 9th February, 2021 is in existence which can be used for signing agreement with GAF.

Concurrence of the Finance Committee is solicited for signing of agreement between SAI and GAF for a period of 4 years (extendable for further 4 years) for SAI, Thiruvananthapuram on expiry of the present agreement.



SAI

भारतीय खेल प्राधिकरण
SPORTS AUTHORITY OF INDIA

Date: 06.05.2022

Sub: Minutes of Meeting of the Committee Constituted for Evaluation of Proposals Received from Glenmark Aquatic Foundation (GAF) for a swimming centre at SAI Trivandrum.

M/s Glenmark Aquatic Foundation (GAF) was a partner of Sports Authority of India in running the swimming NCOE at Dr Shyama Prasad Mukherjee Swimming Pool Complex for five years w.e.f. 21st December, 2015.

In response to Expression of Interest (EOI), M/s Glenmark Aquatic Foundation submitted their proposal to continue their partnership and with the approval of the Hon'ble Minister of Youth Affairs & Sports, an agreement was signed effective from 1st April 2021 to 31st March 2025.

Further, to open a feeder centre at NCOE, Trivandrum, GAF had submitted a proposal, which was approved by DG SAI in terms of the powers delegated to him and a one year agreement was signed. The existing one year agreement for feeder centre at Trivandrum expires on 7th November 2022.

The performance of the SAI Trivandrum swimming centre under GAF partnership was reviewed by the operations team on completion of 4 month, and it was found that the athletes, in a short time have swiped the medals in the state championship in Trivandrum.

Elated with the performance, GAF submitted a fresh proposal on 8th March 2022 seeking their association with Training in Centre on a long term basis of 5 years. The proposal received from GAF was placed before the committee appointed by Hon'ble Minister of Youth Affairs and Sports for examining such proposals.

Accordingly, a meeting of this committee was held on 06th April 2022 at 10:10 a.m which was attended by the following members -

From SAI

- 1) Sh. Sandip Pradhan, DG SAI- Chairman
- 2) Sh. Rohit Bhardwaj, Secretary SAI- Member
- 3) Sh. Shiv Sharma, ED Operations- Member and Convenor

From GAF

Sh. Vijay Bhardwaj, Head of Operations, GAF

Other, members of the committee namely Cmde PK Garg (CEO TOPS) and Sh. Vijay Kumar, Director, MYAS could not attend the meeting due to other official commitments.

Cont..2/-

1

भारतीय खेल प्राधिकरण (युवा कार्यक्रम एवं खेल मंत्रालय)
जवाहरलाल नेहरू स्टेडियम परिसर, पूर्वी द्वार, लोधी रोड, नई दिल्ली-110003
SPORTS AUTHORITY OF INDIA (Ministry of Youth Affairs & Sports)
Jawaharlal Nehru Stadium Complex, East Gate, Lodhi Road, New Delhi-110003
Website : www.sportsauthorityofindia.nic.in


Sh. Vijay Bhardwaj, GAF appraised the committee that Glenmark Aquatic Foundation (GAF) has submitted a proposal to partner with SAI to setup a swimming centre at SAI Trivandrum on 8th March 2022 as against SAI's invitation of expression of interest no. 1006/47/SAI/OPS/CSR/ 2020-21 dated 24th December 2021. The GAF presented the following proposal before the committee:

1. This centre may act as a feeder centre for the NCOE at Dr SPM Swimming Complex, New Delhi.
2. **Duration** - Five (5) years.
3. **Financial Implications:** GAF may invest Rs. 55-60 lakhs plus international trips to Swimmers based on the selection criteria each year for 5 years from 8th November 2022 onwards.
4. Deliverables from GAF and expectations from SAI is placed at **Annexure-'A'**.
5. Key result areas is placed at **Annexure-'B'**.

Recommendation: -

After detailed deliberations over the proposal, the committee recommended that a fresh agreement for 5 years may be signed with GAF. It was also decided that the steering committee headed by DG, SAI will meet at least once in six months to monitor and review the progress of athletes of SAI Centre, Trivandrum and decide spends from the funds for the next 6 months.

If required, the steering committee may re-prioritize the goals and objectives to ensure achievement of key result indicators.


Shiv Sharma
Executive Director (Ops)

a) Deliverables from GAF

1. Full time Head Coach with National or proven Credentials ;
2. Full-time Assistant Coach with minimum 3 years of experience at a swimming academy;
3. Sports Science Support (Physio), post 6 months of starting the program and having minimum 40 swimmers;
4. Administration executive;
5. International Exposure;

Performing swimmers in the centre will be eligible for a sponsored foreign meet exposure based on a specific selection criteria. This criterion will be publicly displayed and shall be common. The criteria will include age and gender representation;


6. Consumables;

Any consumable equipment like Lactate testers, Snorkels etc will be provided to swimmers on a need basis

7. Total projected expenses by GAF INR 55-60 Lakhs will include International trips.

b) Expectations from SAI

1. Access to a maintained 50m pool for 3 hours in the morning and 3 in the evening;
 2. Assistant Coaches (Any assistant coaches, if provided by SAI, will be trained by GAF);
 3. Gymnasium;
 4. Administrative Support;
 5. Hostel facility for 20-25 swimmers (if possible); and
- b. School tie up.



Key Result Areas

Unlike Delhi, this centre will start from Learn to Swim and act as a feeder centre for NCOE Delhi.

Year	Main	KRA
2022	-Have a base of 40 regular swimmers -Do a learn to swim program	-Get 40 swimmers across age groups Ensure 10% swimmers become regular swimmers
2023	-Create a KRA based on Age -Increase base Performance (Benchmark)	-Each Swimmer has targets in water and land and ensure 70% swimmers achieve it -Increase base to 50 Swimmers 5 State Medals and 2 National medals
2024	-Create a KRA based on Age -Increase base Performance	-Each Swimmer has targets in water and land and ensure 80% swimmers achieve it -Improve intake quality -15 State Medals and 5 National medals
2025	-Create a KRA based on Age -Feeder Performance	-Each Swimmer has targets in water and land and ensure 90% swimmers achieve it -Provide 5 swimmers to Delhi at Age group 25 State Medals and 10 National medals
2026	-Create a KRA based on Age -Feeder Performance	-Each Swimmer has targets in water and land and ensure 90%swimmers achieve it -Provide 10 swimmers to Delhi at Age group -15 National medals and 2 International medals



Agenda Item No.10

Waiver off the irrecoverable loss of public money amounting to Rs. 1.11.498/- towards the excess payment made to Ms. Sunita Pathak, DEO by wrongly granting financial up gradations in the year 2008 and 2018

Ms. Sunita Pathak, was initially appointed as Attendant w.e.f. 24.05.1988 in the pay scale of Rs. 750-940. Ms. Sunita Pathak was granted 1st ACP in the pay scale of Rs.3050-4590 w.e.f. 24.05.2000. Vide an Office Order dated 23.05.2001, Ms. Sunita Pathak was appointed as DEO in the pay scale of Rs. 3050-4500 with immediate effect and directed to submit joining as DEO by 31.05.2001(Annexure-I). The pay-scale of DEO was further upgraded to Rs. 4000- 6000. As per 6th CPC MACP Scheme provides financial upgradation on completion of 10, 20 & 30 years of regular service to be counted from the date of initial appointment in regular service. Ms. Sunita Pathak was granted 2nd MACP w.e.f. 1.9.2008 and 3rd MACP w.e.f. 24.05.2018 in GP Rs.4200/- on completion of 30 years of regular service from her initial appointment as Attendant . Ms. Sunita Pathak was subsequently appointed as DEO w.e.f. 23.05.2001, which was outside her normal promotion grade, as the condition for appointment of DEO clearly mentioned that past service rendered as attendant shall not count for the purpose of seniority as DEO. Therefore, Ms. Sunita Pathak was appointment as DEO has to be treated as entry grade for further financial up-gradation as per ACP/MACP schemes. However, on scrutiny of relevant records, it was found that the financial up gradation as 2nd and 3rd MACP granted to Ms. Sunita Pathak w.e.f. 01.09.2008 and 24.05.2018. Ms. Sunita Pathak was entitled for first financial up-gradation under MACP on completion of 10 years of service from the date of appointment as DEO with effect from 23.05.2011 without reference to her past service as attendant. Accordingly, SAI had issued an Office Order dated 06.10.2020, no. 268/2020 that the financial up-gradation under MACP granted to Ms. Sunita Pathak w.e.f 01.09.2018 and 24.05.2018 is irregular and stands withdrawn with immediate effect. Whereas the above facts brought to the notice of Mrs. Sunita Pathak, DEO as a principle of natural justice to make any representation within 10 days of issue of the orders(Annexure-II)

In response to the said office order, she has given a representation dated 14.10.2020 stating that the excess payment if any made to her due to wrong fixation of her salary was not her fault and no recoveries can be affected from her and also stated DoPT O.M No. 18/03/2015- Estt dated 02.03.2016(Annexure III). In view of her representation, a legal opinion was sought that whether SAI can recover the excess payment made to Ms. Sunita Pathak by wrongly granting financial up- gradations in the year 2008 and 2018 or not.

The following were stated in the Legal opinion "*In view of the law laid down by the Apex Court in State of Punjab Vs. Rafique Masih & Ors. even if presume that the salary drawn by Ms. Sunita Pathak was in excess of her entitlements, she would still stand protected from recovery by virtue of following situations in the aforementioned case:*

- (i) Recovery from the employees belonging to Class III and Class IV service (or Group C and Group D service).
- (iii) Recovery from the employees, when the excess payment has been made for a period in excess of five years, before the order of recovery is issued

Admittedly, Ms. Sunita Pathak is a Class III employee, further the first excess payment has been made since 2008 before issuance of the office order. In fact the wrong fixation of salary in excess of her entitlement in the year 2018 is also barred from recovery in view of situation (i) in the above mentioned judgment.

In such circumstances, I am of the view that recovery sought to be made from the employee would not only be impermissible in view of the law laid down by the Apex Court, but would also be harsh and iniquitous to the employee since such recovery would have been made from the salary and terminal benefits of the employee, which is not permissible in law” (Annexure-IV).

Ms. Sunita Pathak is a Group C employee, further the first excess payment has been made since 2008 before issuance of the office order. In fact the wrong fixation of salary in excess of her entitlement in the year 2018 is also barred from recovery.

Thus, Rs.1,11,498/- may be considered as irrecoverable loss of government money and may be waived off. The following are the bifurcation for Rs. 1,11,498/-,

- The difference amount for the period from September-2008 to April 2011 i.e., Rs. 31,074 is to be waived off
- Since the 2nd MACP was granted w.e.f. May 2011 in the same grade pay, hence no recovery is required for the period from May 2011 to April 2018
- The excess payment for grant of 3rd MACP w.e.f. May 2018 the amount for the period from May-2018 to September 2020 may be waived off i.e., Rs.80,424/-
- Total amount for waiving off is Rs. 1,11, 498/- (31, 074 +80,424)

In view of the above, Rs.1,11,498/- may be waived off. As per delegation of financial powers, Director General SAI has been delegated the financial powers of Rs.5,000/- for such losses and requires the concurrence Of Finance Committee and subsequently the approval of Governing Body of SAI.

Concurrence of Finance Committee is solicited to waive-off the irrecoverable loss of govt. money amounting to Rs.1,11,498/- towards the excess payment made to Ms. Sunita Pathak, DEO by wrongly granting financial up gradations in the year 2008 and 2018.

SPORTS AUTHORITY OF INDIA
(PERSONNEL DIVISION)

No.SAI/Pers./1556/99/1784

May 23, 2001

OFFICE ORDER

Sub: Filling up of the vacancies in the grade of Data Entry Operator in the Pay Scale of Rs.3050-4590.

The Competent Authority is pleased to appoint Smt. Sunita Pathak, Attendant as Data Entry Operator in the Pay Scale of Rs.3050-4590 at Corporate Office, with immediate effect against the vacancies of Data Entry Operator.

The appointment is subject to the following terms & conditions:-

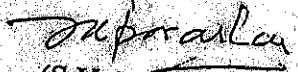
- a) Your name will be struck off from the strength of your parent cadre of LDC/Lab. Attendant/Attendant in Corporate Office from the date of joining duty as Data Entry Operator.
- b) In the cadre of Data Entry Operator, you will be entitled for the seniority in Corporate Office from the date of your joining duty as Data Entry Operator. In the seniority list of the cadre of Data Entry Operator, you will be placed junior to DEOs already held on roll in the Corporate Office/concerned Regional Centre.
- c) The appointment of SC, ST and OBC candidates as DEO will be provisional subject to verification of original caste/tribal certificate issued on the prescribed form by judicial/revenue authorities. If your claim to belong to SC/ST/OBC is found false, your services will be terminated forthwith without assigning any reason and without prejudice to such further action as may be taken under Indian Penal Code for production of false certificate. The appointment will also be subject to verification of caste certificate through proper channel.
- d) If your claim for having the prescribed qualification is found false, your services will be terminated forthwith without assigning any reason and without prejudice to such further action as may be taken under Indian Penal Code for production of false certificates.
- e) Service rendered in SAI prior to your appointment as Data Entry Operator on regular basis will be counted for the purpose of pensionary benefits and leave etc. (other than seniority purpose as Data Entry Operator).
- f) Your lien against the post held by you on regular basis at present will stand terminated from the date of your regular appointment as Data Entry Operator.
- g) Option, once exercised to join as Data Entry Operator, shall be final and you will not be allowed to revert to your original cadre once you join your duties as DEO.
- h) You will continue to be governed by the G.P. Fund and Pension Scheme as applicable to SAI employees at present under the existing rules as amended from time to time.
- i) You will continue to be governed by the LIC Group Saving Linked Insurance Scheme as applicable to SAI employees at present under the existing rules as amended from time to time.
- j) You will be on probation for two years which can be extended by the appointing authority at its discretion. If, during the period of probation you are found unsuitable for holding the post of DEO, the appointing authority may revert you to the post you were holding prior to the same.

-: 2 :-

k) You will be governed by the Service Bye-laws and other rules & regulations of this Authority as amended from time to time.

You are directed to submit your joining report as Data Entry Operator to Personnel Division by 31st May, 2001 positively, failing which it will be presumed that you are not interested for your appointment as Data Entry Operator and the claim for your appointment as Data Entry Operator will stand forfeited.

This issues with the approval of Competent Authority.



(S.K. PARASHAR)
ASSTT. DIRECTOR (PERS.)

To

Smt. Sunita Pathak, Attendant

Copy to:-

1. PS to Hon'ble Minister for Youth Affairs & Sports
2. Regional Director, NSCC, Delhi
3. DDO (HQ/Stadia)
4. SPA to Secretary, SAI
5. Personal File of the individual

Annex - II

SPORTS AUTHORITY OF INDIA

(PERSONNEL DIVISION)

AGREEMENT
340
S.N.H.
21/10

5(18)/84-Admin./573

06.10.2020

Office order 268/2020

Whereas on scrutiny of relevant records it has been found that financial upgradation as 2nd and 3rd MACP granted to Mrs. Sunita Pathak, DEO w.e.f. 01.09.2008 and 24.05.2018 respectively not in order for the reasons indicated hereinafter.

Whereas Mrs. Sunita Pathak initially appointed as Attendant w.e.f. 24.05.1988 was granted financial up-gradation under MACP w.e.f. 24.05.2000 in the pay scale of Rs. 2610/3540/-.

Whereas she was subsequently appointed as DEO w.e.f. 23.05.2001 which was outside her normal promotion grade, with the specific condition that service rendered as Attendant shall not count for the purpose of seniority as DEO. Therefore, her appointment as DEO shall be treated as entry grade for further financial up-gradation as per the ACP/MACP schemes. Accordingly, she was entitled to 1st financial up-gradation under MACP on completion of 10 years of service counted from the date of appointment as DEO w.e.f. 23.05.2011, without reference to her past service as Attendant.

Whereas for the reasons explained above, the financial up-gradation under MACP granted to Mrs. Sunita Pathak w.e.f. 01.09.2008 and 24.05.2018 has been found to be irregular and stands withdrawn with immediate effect.

Whereas the above facts are being brought to the notice of Mrs. Sunita Pathak, DEO as a principle of natural justice to make any representation within 10 days of issue of the orders.

This issues with the approval of Competent Authority.

Seema 6/10/20
(Seema Goel)
Assistant Director (Pers.)

To,
Mrs. Sunita Pathak,
DEO,
Teams Division-

Copy for information to DDO for further necessary action to prepare due - drawn statement and release of salary accordingly.

Ref. Note above
Pl. revised pay fixation order may be issued, accordingly DDO can make due - drawn statement for recovery.

ADC (Pers.) - S.N.H.
7/10
S.N.H.

SAE/2020/AD(P)
01/10/20

F.No.18/03/2015-Estt. (Pay-I)
Government of India
Ministry of Personnel, Public Grievances & Pensions
Department of Personnel & Training

New Delhi, the 2nd March, 2016

OFFICE MEMORANDUM

Sub: Recovery of wrongful / excess payments made to Government servants.

The undersigned is directed to refer to this Department's OM No.18/26/2011-Estt (Pay-I) dated 6th February, 2014 wherein certain instructions have been issued to deal with the issue of recovery of wrongful / excess payments made to Government servants in view of the law declared by Courts, particularly, in the case of *Chand Prasad Uniyal And Ors. vs. State of Uttarakhand And Ors.*, 2012 AIR SCW 4742, (2012) 8 SCC 417, Para 3(iv) of the OM *inter-alia* provides that recovery should be made in all cases of overpayment barring few exceptions of extreme hardships.

2. The issue has subsequently come up for consideration before the Hon'ble Supreme Court in the case of *State of Punjab & Ors vs Rafiq Masih (White Washer) etc in CA No.11527 of 2014 (Arising out of SLP(C) No.11684 of 2012)* wherein Hon'ble Court on 18.12.2014 decided a bunch of cases in which monetary benefits were given to employees in excess of their entitlement due to unintentional mistakes committed by the concerned competent authorities, in determining the emoluments payable to them, and the employees were not guilty of furnishing any incorrect information / misrepresentation / fraud, which had led the concerned competent authorities to commit the mistake of making the higher payment to the employees. The employees were as innocent as their employers in the wrongful determination of their inflated emoluments. The Hon'ble Supreme Court in its judgment dated 18th December, 2014 *ibid* has, *inter-alia*, observed as under:

"7. Having examined a number of judgments rendered by this Court, we are of the view, that orders passed by the employer seeking recovery of monetary benefits wrongly extended to employees, can only be interfered with, in cases where such recovery would result in a hardship of a nature, which would far outweigh, the equitable balance of the employer's right to recover. In other words, interference would be called for, only in such cases where, it would be iniquitous to recover the payment made. In order to ascertain the parameters of the above consideration, and the test to be applied, reference needs to be made to situations when this Court exempted employees from such recovery, even in exercise of its jurisdiction under Article 142 of the Constitution of India. Repeated exercise of such power, "for doing complete justice in any cause" would establish that the recovery being effected was iniquitous, and therefore, arbitrary. And accordingly, the interference at the hands of this Court."

"10. In view of the afore-stated constitutional mandate, equity and good conscience, in the matter of livelihood of the people of this country, has to be the

Contd. on pg.2

347

basis of all governmental actions. An action of the State, ordering a recovery from an employee, would be in order, so long as it is not rendered iniquitous to the extent, that the action of recovery would be more unfair, more wrongful, more improper, and more unwarranted, than the corresponding right of the employer, to recover the amount. Or in other words, till such time as the recovery would have a harsh and arbitrary effect on the employee, it would be permissible in law. Orders passed in given situations repeatedly, even in exercise of the power vested in this Court under Article 142 of the Constitution of India, will disclose the parameters of the realm of an action of recovery (of an excess amount paid to an employee) which would breach the obligations of the State, to citizens of this country, and render the action arbitrary, and therefore, violative of the mandate contained in Article 14 of the Constitution of India."

3. The issue that was required to be adjudicated by the Hon'ble Supreme Court was whether all the private respondents, against whom an order of recovery (of the excess amount) has been made, should be exempted in law, from the reimbursement of the same to the employer. For the applicability of the instant order, and the conclusions recorded by them thereafter, the ingredients depicted in paras 2&3 of the judgment are essentially indispensable.

4. The Hon'ble Supreme Court while observing that it is not possible to postulate all situations of hardship which would govern employees on the issue of recovery, where payments have mistakenly been made by the employer, in excess of their entitlement has summarized the following few situations wherein recoveries by the employers would be impermissible in law:

- (i) Recovery from employees belonging to Class-III and Class-IV service (or Group 'C' and Group 'D' service).
- (ii) Recovery from retired employees, or employees who are due to retire within one year, of the order of recovery.
- (iii) Recovery from employees, when the excess payment has been made for a period in excess of five years, before the order of recovery is issued.
- (iv) Recovery in cases where an employee has wrongfully been required to discharge duties of a higher post, and has been paid accordingly, even though he should have rightfully been required to work against an inferior post.
- (v) In any other case, where the Court arrives at the conclusion, that recovery if made from the employee, would be iniquitous or harsh or arbitrary to such an extent, as would far outweigh the equitable balance of the employer's right to recover.

5. The matter has, consequently, been examined in consultation with the Department of Expenditure and the Department of Legal Affairs. The Ministries / Departments are advised to deal with the issue of wrongful / excess payments made to Government servants in accordance with above decision of the Hon'ble Supreme Court in CA No.11527 of 2014 (arising out of SLP (C) No.11684 of 2012) in State of Punjab and others etc vs Rafiq Masih (White Washer) etc. However, wherever the waiver of recovery in the above-mentioned situations is considered, the same may be allowed with the

: 2 :

Contd. on pg-3

34/10

express approval of Department of Expenditure in terms of this Department's OM No. 18/26/2011-Estt (Pay-I) dated 6th February 2014.

6. In so far as persons serving in the Indian Audit and Accounts Department are concerned, these orders are issued with the concurrence of the Comptroller and Auditor General of India.

7. Hindi version will follow.

A.K. Jain

(A.K. Jain)

Deputy Secretary to the Government of India

All Ministries / Departments of Government of India
NIC, DOP&T - with a request to upload this OM on the Department's website under OMs & Orders (Establishment → Pay Rules) and also under "What is New".

Copy also forwarded to:

1. The Comptroller & Auditor General of India.
2. Secretary General, Supreme Court of India.
3. Controller General of Accounts / Controller of Accounts, Ministry of Finance.
4. Union Public Service Commission / Lok Sabha Sectt. / Rajya Sabha Sectt. / Cabinet Sectt. / Central Vigilance Commission / President's Sectt. / Vice-President's Sectt. / Prime Minister's Office / Niti Aayog.
5. Governments of all States and Union Territories.
6. Department of Personnel and Training (AIS Division) / JCA / Admn. Section.
7. Secretary, National Council of JCM (Staff Side), 13-C, Feroz Shah Road, New Delhi.
8. All Members of Staff Side of the National Council of JCM / Departmental Council.
9. All Officers / Sections of Department of Personnel and Training / Department of Administrative Reforms & Public Grievances / Department of Pensions & Pensioners' Welfare / PESB.
10. Joint Secretary (Pers), Department of Expenditure, Ministry of Finance.
11. Additional Secretary (Union Territories), Ministry of Home Affairs.

Dated: 04.11.2020

LEGAL OPINION

To,
Deputy Director (Legal)
Sports Authority of India,
J.N. Stadium Complex,
New Delhi- 110 003.

Subject: - Legal Opinion regarding recovery of MACPs granted to Ms. Sunita Pathak on 01.09.2008 and 24.05.2018.

Sports Authority of India ('SAI')

... Querist

1. SCOPE OF THE REFERENCE:

SAI has sought my opinion on the issue as to 'Whether in the light of the Office Order dated 06.10.2020, SAI may recover the excess payment made to Ms. Sunita Pathak by wrongly granting financial up-gradations in the year 2008 and 2018?'

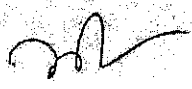
From the perusal of the file, the following factual matrix emerges.

2. FACTUAL BACKGROUND

- a. Ms. Sunita Pathak, (the Employee herein) was appointed as Attendant w.e.f. 24.05.1988 in the pay scale of Rs. 750-940. Ms. Sunita Pathak was granted 1st ACP in the pay scale of Rs.3050-4590 w.e.f. 24.05.2000.
- b. Vide an Office Order dated 23.05.2001, Ms. Sunita Pathak was appointed as DEO in the pay scale of Rs. 3050-4500 with immediate effect and directed to submit joining as DEO by 31.05.2001. The pay-scale of DEO was further upgraded to Rs. 4000- 6000.

556

- c. MACP Scheme provides financial upgradation on completion of 10, 20 & 30 years of regular service to be counted from the date of initial appointment in regular service.
- d. The said Ms. Sunita Pathak was granted 1st financial upgradation w.e.f. 24.05.2000, 2nd w.e.f. 1.9.2008 and 3rd w.e.f. 24.05.2018 in GP Rs.4200/- on completion of 30 years of regular service.
- e. However, on Scrutiny of relevant records, it was found that the financial upgradation as 2nd and 3rd MACP granted to Ms. Sunita Pathak w.e.f. 01.09.2008 and 24.05.2018 was not in order as she was granted the financial upgradation under MACP w.e.f. 24.05.2001 in the pay-scale of Rs.2610/3540/- and Ms. Sunita Pathak was subsequently appointed as DEO w.e.f. 23.05.2001, which was outside her normal promotion grade, as the condition for appointment of DEO clearly mentioned that past service rendered as attendant shall not count for the purpose of seniority as DEO.
- f. Therefore, Ms. Sunita Pathak's appointment as DEO has to be treated as entry grade for further financial up-gradation as per ACP/MACP schemes and Ms. Sunita Pathak was entitled for first financial up-gradation under MACP on completion of 10 years of service from the date of appointment as DEO with effect from 23.05.2011 without reference to her past service as attendant.
- g. In view of the aforesaid, SAI issued an Office Order dated 06.10.2020 bearing no. 268 of 2020 to the effect that the financial up-gradation under MACP granted to Ms. Sunita Pathak w.e.f. 01.09.2008 and 24.05.2018 is irregular and stands withdrawn with immediate effect.



h. In response to the said office order vide her representation dated 14.10.2020, Ms. Sunita Pathak *inter alia* relying upon the judgment passed by the Hon'ble Supreme Court of India in State of Punjab and Ors. Vs. Rafique Masih & Ors.', (2015) 4 SCC 334, stated that the excess payment if any made to her due to wrong fixation of her salary was not her fault and in view of the aforesaid judgment, no recoveries can be effected from her.

i. In the light of the aforesaid, SAI has sought the legal opinion of the undersigned that in pursuance of the Office Order dated 06.10.2020, SAI can recover the excess payment made to Ms. Sunita Pathak by wrongly granting financial up-gradations in the year 2008 and 2018 or not.

3. Legal Analysis:

- a. Legal question for consideration is whether in the facts and circumstances of the case, the recovery from the employee of the excess amount would be justified or not?
- b. The earlier legal position in this regard was that in the case of '*Chandl Prasad Uniyal & Ors. Vs. State of Uttarakhand & Ors.*'; (2012) 8 SCC 417, the Hon'ble Apex Court had clarified that it is not the proposition of law that only if there is misrepresentation or fraud on the part of the recipients of the money in getting the excess pay that the amounts paid could be recovered. Referring to the previous decisions of the Apex Court in the cases of *Syed Abdul Quadir & Ors. Vs. State of Bihar & Ors.*, reported in (2009) 3 SCC 475 and *Col. BJ Akkara (Retd.) Vs. Government of India & Ors.*, reported in (2006) 11 SCC 709, the Hon'ble Supreme Court held that except the few instances pointed out in the aforesaid two cases, excess payment made due to wrong/irregular pay fixation can always be recovered.

c. However, in a recent decision in *'State of Punjab and Ors. Vs. Rafique Masih & Ors.'*, (2015) 4 SCC 334, the Apex Court surveyed the law relating to recovery of excess salary drawn by an employee, including the two cases cited above by the Apex Court in *'Chandi Prasad Uniyal & Ors. (Supra)*. After referring to the various case laws on the subject starting from *Shyam Babu Verma & Ors. Vs. Union of India*, reported in (1994) 2 SCC 521, the Apex Court held that it may not be possible to postulate all possible situations of hardship which would govern employees on the issue of recovery, where payments have mistakenly been made by the employer in excess of the entitlements of the employees. However, based on the various case laws, certain situations where recoveries by the employer would not be permissible in law have been culled out.

The Apex Court held as under: -

"18. It is not possible to postulate all situations of hardship which would govern employees on the issue of recovery, where payments have mistakenly been made by the employer, in excess of their entitlement. Be that as it may, based on the decisions referred to hereinabove, we may, as a ready reference, summarise the following few situations, wherein recoveries by the employers, would be impermissible in law:

- (i) Recovery from the employees belonging to Class III and Class IV service (or Group C and Group D service).*
- (ii) Recovery from the retired employees, or the employees who are due to retire within one year, of the order of recovery.*
- (iii) Recovery from the employees, when the excess payment has been made for a period in excess of five years, before the order of recovery is issued.*
- (iv) Recovery in cases where an employee has wrongfully been required to discharge duties of a higher post, and has been paid accordingly, even though he should have rightfully been required to work against an inferior post.*

Agenda Item No. 11

Revised Mechanism for establishing sponsorship for Khelo India Youth Games 2021

In order to attract sponsorship for Khelo India Games, agencies were empanelled for raising sponsorship and Request for Proposals (RFP) was floated for Khelo India Youth Games (KIYG) between the agencies. In response to the RFP, two proposals were received from SFA Sporting Services Agencies Private Limited and JSW Sports Private Limited for 1.80 Crore and 25 Lacs respectively. However, as the abovementioned proposals did not realize the full potential of Khelo India Games and the possibility of title sponsor was not explored, it was decided with the approval of the Chairman, Governing Body to cancel the RFP.

2. Subsequently, a revised mechanism was drafted through which the sponsorship categories of "Title Sponsor, Powered by, Co - Powered by" among others were explored. Accordingly, an Expression of Interest was floated with the below mentioned categories to attract the sponsors for Khelo India Youth Games.

MINIMUM SPONSORSHIP FEE			
Sr no	Sponsorship Category	Minimum Amount	Number of Sponsors Per Category
1	Title Sponsor	3 crores	1
2	Principal Sponsor	2 crores	1
3	Powered By	1 crore	1
4	Co - Powered By	75 lakh	3
5	Associate Sponsor	50 lakh	2

3. In response to the EOI, four responses were received asbelow:

S.No.	Name of Sponsor	Sponsor Category	Committed Amount
1	State Bank of India (SBI)	Title Sponsor	3 Crore
2	Dream Sports	Powered By	1 Crore 11 Lakh
3	Punjab National Bank (PNB)	Associate Sponsor	50 Lakhs
4	Bank of Baroda (BOB)	Associate Sponsor	-

4. A committee of the following members was constituted for evaluating the proposals:-

- I. DG, SAI
- II. Secretary, SAI
- III. JS(Development)
- IV. JS &FA

5. As per the recommendations of the committee, offer of Bank of Baroda was treated as non-responsive on account of non-submission of EMD and the following was approved by Chairman, Governing Body

- a) State Bank of India (SBI) as the Title Sponsor (Committed Amount Rs. 03Crore)
- b) Dream Sports was awarded the sponsorship under the category of Powered By. (Committed amount - Rs. 1.11Crore)
- c) Punjab National Bank (PNB) was awarded sponsorship under the category of Associate Sponsor. (Committed Amount Rs. 50Lakhs)

Submitted for kind information of Finance Committee.

Agenda Item No. 12

Sponsorship Partners for Khelo India Youth Games – 2021

In order to attract partners for Khelo India Youth Games – 2021 an Expression Of Interest (EOI) with regard to sponsorship partners was floated. By way of floating this EOI, the potential to optimize the various products of Khelo India Games was explored which can lead to improvement in athlete experience/benefit as well as increase outreach of the Games etc. without additional cost.

2. The following non exhaustive list of partnerships was considered for various events under Khelo India Scheme including Khelo India YouthGames-2021:

- Travel- Helps with travel of athletes for the Games
- Radio Partner- For advertisement of Games
- Ed tech partners – Helps athletes with education
- Insurance Partner- Insurance for the Games
- IT partner- Provide IT solutions for Games
- Nutrition and Wellness Partner- Helps athlete with their products for nutrition and wellness
- Beverage partner
- Food partner

3. As per the EOI, the partners were allowed to do branding and were allowed to undertake marketing activities with prior approval of SAI through Khelo India athletes or any other mutually agreed method including providing branding opportunity in and around field of play and at the venue. A fee of Rs. 10 lacs was mandatory to join as a partner against a tent for kiosk for the product display or service.

4. In response to the EOI, total 8 responses were received against the various categories which are tabulated asunder:

S. No.	Bidder Name	Partnership Category
1	Hotel Corporation of India	Accommodation/Catering Partner
2	Fast & Up	Nutrition Partner
3	Nest Academy of Sports Management	Education/Knowledge Partner
4	Suhana Masala	Food Partner
5	Nivia	Equipment Partner
6	Red FM	Radio Partner
7	Big FM	Radio Partner
8	Guardian Healthcare Private Limited	Nutrition & Wellness Partner

5. In order to assess and evaluate the proposals, a committee of the following members was constituted:

- I. DG, SAI
- II. Secretary, SAI
- III. JS(Development)
- IV. JS &FA

6. Upon evaluation of the proposals, it was found by the committee that none of the proposals offer to cover the requirement of their respective field in comprehensive manner, further, the offers did not provide for barter as envisaged in the EOI. Notably, the offers with regard to food and nutrition & wellness partner did not promise to cover the entire participating athletes and as the equipment for the games were already finalized, there was no requirement of equipment partner.

7. As per the recommendation of the committee, the EOI was cancelled with the approval of Chairperson of the Finance Committee.

Ratification of Finance Committee is solicited for the cancellation of the EOI with regard to sponsorship partners for Khelo India Youth Games 2021