

Dated: 16.12.2014

29/12/14
01-दिल्ली
श्री. सुधीर मिश्रा (CP)

Appeal for Information sought under RTI Act 2005 Section 19

Sh. B. Mishra,
1st Appellate Authority/ Executive Director/CP,
Power Grid Corporation of India Limited,
Saudamini, Plot No. 2,
Sector-29, Gurgaon-122001

- Sub: Appeal for Information sought under RTI Act 2005 Section 19 regarding Fee structure at Amity International School, Sec. 43, Gurgaon managed by RITNAND Balved Education Foundation through a Local School Management Committee (LSMC) which has your Executive Director (HR) as Vice Chairman & 3 members of POWERGRID staff as nominated members of POWERGRID and who have mandate in deciding the fee structure of the School
- Ref: i) My earlier application Ref. No. Nil dated 23.07.2014 under RTI Act 2005 (Copy enclosed at Annexure "A")
ii) Powergrid CPIO's Reply to my letter vide Ref. no.CP/RTI/2014/81 dtd. 29.08.2014 along with a copy of Agreement dated 01.10.2002 between Powergrid and Amity International School (Managed by Ritnand Balved Educational Foundation) (Copy enclosed at Annexure "B" for ready reference)
iii) My application Ref. No. Nil dated 10.09.2014 under RTI Act 2005 (copy already sent to you with my appeal dated 12.11.2014)
iv) My appeal to you vide Ref. No. Nil dated 12.11.2014 for arranging reply to my letter dated 10.09.2014
v) Your letter no. CIC/AA/RTI Act 2005 dated 21.11.2014
vi) Reply of Powergrid's CPIO no. CP/RTI/2014/111 dated 20.11.2014 to my letter under Ref iii) (Copy enclosed for ready reference at annexure "C")



Sir,

I, G.P. Srivastava, Parekh Chambers, 30, School Lane, Bengali Market, New Delhi-110001, (Mob. No. 9910470215) wish to seek information as per letter under reference iii) regarding details of fees structureduring last three years and current year 2014-15 at Amity International School, Sec. 43, Gurgaon managed by RITNAND Balved Education Foundation through a **Local School Management Committee (LSMC)** which has in the management your Executive Director (HR) as Vice Chairman & 3 members of POWERGRID staff as nominated members of POWERGRID and who have mandate in deciding the fee structure of the School.

In this regard I had submitted an application for Information to your Sh. Sudhir Mittal, Chief Public Information Officer/ General Manager/CP, vide my letter under reference iii), a copy of which was sent to you with my appeal dated 12.11.2014.

Against my appeal dated 12.11.2014, I received your letter Ref. No.CIC/AA/RTI Act 2005 dated 21.11.2014 and reply of your CPIO Vide ref. no.CP/RTI/2014/111 dated 20.11.2014.

Gyanendra

In the reply of your CPIO vide his letter ref. no.CP/RTI/2014/111 dated 20.11.2014, it has been mentioned that "Amity International School (AIS), Sec.43 is governed and controlled by Ritnand Balved Education Foundation through a Local School Management Committee. POWERGRID does not hold control over the management of Amity International School (AIS), Sec.43. Hence the "School" does not fall under the fold of POWERGRID as "public authority" under Section 2 (h) (d) (i) of RTI Act, 2005. Accordingly, the subject RTI request does not fall under the preview of POWERGRID as "public authority". Therefore, queries does not pertain to POWERGRID."

In this regard I wish to submit that in the definition of "Public authority" under RTI ACT, 2005 section 2 (h) "public authority" means any authority or body or institution of self- government established or constituted—

- d) by notification issued or order made by the appropriate Government, and includes any
 - i) body owned, controlled or substantially financed;
 - ii) non-Government organization substantially financed, directly or indirectly by funds provided by the appropriate Government.

It is my submission that POWERGRID is a Public Sector Undertaking (PSU) under Government of India (GOI). All the regular employees of POWERGRID are Public Servants under GOI.

In the Agreement dated 01.10.2002 between POWERGRID and the Ritnand Balved Education Foundation, it is mentioned (Refer Para 1,1.1 & 1.2)

"1. That the School shall be directly governed and controlled by the Ritnand Balved Education Foundation (RBEF) through a Local school Management Committee (LSMC).

1.1 That the RBEF shall constitute a Local School Management Committee consisting of following members for effective running and management of the school.

President of the RBEF or his nominee	-	Chairman
POWERGRID Representative	-	Vice- Chairman
Nominee of POWERGRID	-	3 (THREE)
Nominee of RBEF	-	4 (FOUR)
Principal of School -		Ex-Officio Member Secretary without Voting Rights

1.2 The term of the committee shall be 3 years and thereafter Committee will be reconstituted with nominations of RBEF and POWERGRID."

It is to state that your Executive Director (HR) as Vice-Chairman and three other senior officers are members of the Local School Management Committee. Further, only regular employees of POWERGRID (who are public authorities) are nominated by POWERGRID Management for LSMC and any action as regular employees of POWERGRID comes under the action of public authorities. Even if the regular employees get retired, they cannot be nominated as representatives of POWERGRID management.

Even in reply to my application dated 23.07.14, your CPIO in his reply letter ref. no.CP/RTI/2014/81 dtd. 29.08.2014 , Para 6 has written that "Representatives from POWERGRID are members of the Local School Management Committee, who has mandate in deciding the tuition fee or transportation charges to be taken from the students.

Gyanendra

It is contradictory to POWERGRID's CPIO's statement of letter dated 20.11.2014 that POWERGRID does not hold control over the management of Amity International School (AIS), Sec.43.

Further, please refer to Para 4. of the agreement between RBEF and POWERGRID wherein it is stated

" That POWERGRID will provide suitable School buildings for classrooms and rooms for other academic, administrative, sports and extracurricular facilities required to be provided in the school like Music Room, Craft Room, Indoor Game Room, Gymnasium/Auditorium Hall, play Ground, Swimming Pool, Boarding Halls and any other facility that is necessary for providing quality education with light, electricity, sewerage disposal and drinking water facilities etc., for students and staff of the School upto class XII.----- However, for the present POWERGRID will provide accommodation for classes upto VIII with Principal's office, other offices and academic and administrative amenities essential upto class VIII and limited boarding facilities. As and when additional classrooms and other facilities are needed, POWERGRID will provide necessary additional accommodation and facilities."

Para 5 of the agreement states,

"The building shall be constructed by POWERGRID on the recommendation of the Architect, empanelled by RBEF who has drawn the layout and design of other school of Amity. Layout plans for the school and hostel prepared and submitted by the Architect will be considered by POWERGRID and decision of POWERGRID in this connection will be final and binding. Action for approval and construction will be taken by POWERGRID. "

Para 9 of the agreement states,

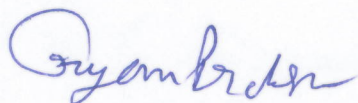
"That POWERGRID will pay the House/Property Tax charged by the civic authorities for the school campus."

Para 10 of agreement states

"The POWERGRID will provide residence for the Principal in the campus. Subject to availability, in addition, 12 (twelve) suitable residential accommodation will be provided, one each for the coordinator of each class by POWERGRID for the smooth running of the school."

Para 17 of the agreement states,

"That POWERGRID will provide accommodations, furniture, equipment and fixtures for setting up the Library and Laboratories like Science Demonstration Laboratory, Physics, Chemistry, Biology, Computer Laboratories as per CBSE syllabus. For the Library, Computer Labs and Laboratories, POWERGRID will extend one time support in setting them up by giving grant for purchase of books, equipments and apparatus. POWERGRID will also provide all furniture, fixtures and capital equipments for setting up the hostel, Gymnasium and Auditorium."



Para 24 of the Agreement states,

"That POWERGRID will provide the building furniture and fixtures for the Hostel. Additionally, POWERGRID will provide the structures, furniture, fixtures for other facilities like common room, dining hall, kitchen, pantry, stores, meditation room, study hall,, indoor games like table tennis, carom, bridge and Chess. Major equipments for the kitchen will be provided by the POWERGRID."

It is to state and is beyond doubt that the finance for all these facilities was provided by POWERGRID to establish the school. So, the school is substantially financed directly by funds provided by POWERGRID which is a GOVERNMENT OF INDIA PSU. Hence, it is a Public Authority as per definition of Public Authority under RTI Act, 2005.

Further Para 16. of Agreement states,

" That the components of fees charged from the students of Amity schools is enclosed at Annexure. For the fees to be charged from the students in the school at Gurgaon the decision will be taken by the Local School Management Committee."

Para 19 of the Agreement states,

" All the accounts of the school shall be maintained by the Society and shall be subject to periodical audit by auditors of Society. The balance sheet, profit and Loss account certified by a Chartered Accountant will be placed before the Local School Management Committee."

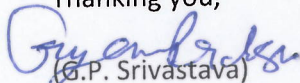
Powergrid's CPIO vide letter ref. no. CP/RTI/2014/111 dated 20.11.2014 stated that Four no. of Powergrid's Senior Officers of the rank of ED/ HR, ED/Finance, ED/Engg. and AGM/HR-Admin are Vice-Chairman & members of Local School Management Committee.

To state that "POWERGRID does not hold control over the LSMC or management of the Amity International School, Sec. 43, Gurgaon" is therefore, not acceptable.

Therefore, it is requested to provide me the information as requested in my letter dated 10.09.2014 along with copies of Minutes of Meeting of LSMC (in which your Executive Director (HR) as Vice Chairman and other 3 senior officers are members as representatives of POWERGRID and who are public authorities and their participation in meetings of LSMC is required) held for the years 2010-11, 2011-12, 2012-13,2013-14 and 2014-15.

The reply to me against my application was also given after two months, though the mandatory period is one month as per RTI Act, 2005. So, please reply me early and arrange to provide me required information.

Thanking you,


(G.P. Srivastava)