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GANGARAM BUILDING COLLAPSE CASE AND  
STUDY REPORT

Construction workers hail from downtrodden and economically belong to the weaker section of society. It is the matter of facts that the majority of the Construction workers living in slums where inhuman living conditions are revealing. Construction workers give their sweat and blood for the construction of roof over the head of every other human being who is in need of a house, when they have no means to provide one for themselves. The primary reasons for this pathetic living conditions of construction worker and the inhuman condition of construction workers are the inhuman exploitation they are subjected to, by the contractor's failure on the part of the government to provide a comprehensive legislation safe guarding the interest and rights of the construction labour. The same have remained popertiger's since they do not process any enforcing machinery.

It is with this background that the K. S. C. W. C. Union came to be formed, the main purpose and goal behind formation of the union is to provide Social Justice to the huge construction labour force. Though the union has not been able to secure any benefits (example comprehensive legislation for construction worker) the formation of the Union has give a living way in organising construction labour which otherwise has remain highly unorganise. Today the construction labour is the force to reckon with.

On 12-9-88 at about 3.15 p.m. a Multi-storied Hotel cum Shopping complex, situated in Subedhar Chatra Road, Bangalore under construction collapsed like pack of cards. Hundred of

innocent people were burried alive under 23 thousand ton of debris. Yet an another hundreds of people sustained serious injuries resulting in permanent disability. At that time of collapse of this building, the building was nearing completion and the construction work was in full swing. The victims of this tragedy were mostly construction workers.

Without training the brief history of the building, narrating the cause of the accidents would be of no use. It must be mentioned that the Corporation authorities had issued licence for the construction of the Hotel cum shopping complex in the year 1975 to one Mr. Gopal, partner of Kapali complex.

The construction work was not taken up till the year 1982, by which time the owners had obtained two renewals Mr. Gangaram partner of Bangalore Book Bureau took up the said place on lease for 20 years from Mr. A. Gopal. Mr. N. Gangaram took up the construction of the Hotel-cum-shopping complex and enterprises, Bangalore. The architectual and structural engineering work was entrusted to M/s Master Associates, Bangalore.

6. The Union gathers that even the two floors that had come up after commencement of work were itself not found to be in accordance with the approved plan. The corporation authorities had directed Mr.N. Gangaram, prmoter of the building to stop the construction work and had ordered for its demolition. The Corporation authorities anticipating some counter moves on the part of Mr. Gangaram had filed a cave at petition on the file of the City Civil Judge, Bangalore so also on the file of the

High Court, of Karnataka, Bangalore. All these developments took place when Mr. Subir Harisingh was the Deputy Commissioner for the Corporation of the City of Bangalore.

7. In the meantime, the plan sanctioned by the Corporation authorities lapsed and accordingly Mr. N. Gangaram applied for a renewal of the same. His application for renewal of the plan was rejected. In fact, the Corporation authorities had intended to demolish the structure already put up on account of the deviation from the approved plan. The Corporation authorities had taken the above stand throughout and before the Courts also.

8. The union submits that the government appointed one Mr. Bangappa as Commissioner of the Bangalore City Corporation. Surprisingly and contrary to the stand taken earlier, the Corporation authorities modified the plan by collecting a sum of Rs.40,000/- as compounding fee from said Mr. N. Gangaram. Immediately on modification of plan in July 1983, the construction work was resumed in full swing. The Corporation authorities did not take any action against the promoter of the building, even though there had been a deviation from the approved plan. But for the hasty modification of plan by the Corporation authorities, the construction work would not have been resumed. The laxity and dereliction of duties on the part of the Top Bosses of the Bangalore City Corporation has virtually paved way for the collapse of this building resulting in loss of many innocent lives.

The collapsed building complex was intended to be raised in Subedar Chatram Road, one of the nerve centres of the City.

The road being one of the oldest avenues in Bangalore, is not broader than 50 feet. The frequency of traffic is at high pitch. Following the increase in the density of traffic and the mushroomed growth of shops and cinema houses in and around the said, road, the area of late, has become one of the most congested ones in Bangalore. Absolutely there is no room for high rise buildings. It is very strange to notice as to how the corporation authorities have approved the plan for putting up a storeyed Hotel-cum-shopping complex in such congested locality. Further, the intended Hotel-cum-shopping complex did not have provision for parking area. The action of the Corporation authorities in approving the plan in gross violation of building by-laws is deplorable and it is a matter to be investigated.

9. The construction work of the Hotel-cum-shopping complex had come to a stand-still till July 1983, following the stoppage of the work ordered by the Corporation authorities. Even though the Corporation authorities had issued directions for the demolition of the structure, to the promoter of the building the same was not adhered to by the promoter of the building. The Corporation on its motion had initiated various proceedings against the promoter of the building. It was only after Dr. Rangappa took over the charge from Mr. Adeep Choudhary, as the Commissioner of the City Corporation, that the proceedings against the said Mr. N. Gangaram were either dropped or were

stayed. Some time during July, 1983 the modification of the plan was accorded by the Corporation authorities by collecting a compounding fee. Before the renewal of plan, it was learnt that only two storeys had come up. After obtaining renewal of the plan. The construction work was resumed further. At the time of collapse on 12-9-83, the construction work of this nine storeyed Hotel-cum-shopping complex had almost been completed and only the plastering and whitepainting work etc. remained. In fact, two giant water tanks, each waighing 50 tonnes, also had been installed above the ninth storey. The question that crops up for consideration is, whether it is possible to complete a nine storeyed building within a short span of two months. Besides, is it possible to continue further construction without proper curing? It is opened that normal it requires 21 days for curing of concrete work. How could the engineering contractor permit the construction work without proper curing?

10. The petitioner learns that the structural engineering contract was entrusted to a firm in Bombay. It is observed by several experts that there was a defect in the structural design of the building, which has resulted in the collapse of the building.

11. Admittedly, the intended Nine storeyed complex was being erected on an already constructed one storeyed building, which incidently was constructed a decade ago. If the original plan of the building was designed only for two or three storeyed building, how could the Corporation authorities approve the plan for further construction on the same structure? The

negligence on the part of the Corporation authorities in observing the basic rules and regulations for granting and modification of the plan has virtually resulted in the collapse of the building.

The union has come to know that Korean cement was extensively used in the construction of the complex. Before the cement was put to use, the petitioner gathers that the same was stocked for over six months. Besides, at the time of importing it, the cement must have been one year old, before it was put to use. According to some experts, this cement would lose its 30% strength after three months of its manufacture. Since the said cement was used in erecting the load bearing pillars, beams and lintels, the loss of strength of this cement might have resulted in the collapse of the building. The fake cement and sub-standard steel, and other construction materials might have also cause the mishap. The cause of the accident also suggests the greed of the promoter of the ~~mixing~~ building for saving as much as possible on materials.

After the collapse of the building there was an unwarranted delay in removing the debris. As a result of this, the people trapped beneath the debris might have died of suffocation, thirst, hunger and for want of light and air. The utter failure on the part of government in handling the situation has resulted in loss of innocent lives. The union find that the high handed interference by Mr. N. Gangaram in the excavation work has caused this unwarranted delay in removal of debris. Further, there was a total confusion and choose at the mishap si

site since the excavation work was entrusted to several departments like M.E.G., B.G.M.L., P.W.D., Fire fighting force, and the Police department. As a result of non-co-operation between the personnel deployed from the various departments for the excavation work, there was an added delay in the removal of debris. This has not only resulted in further loss of life, but also has caused considerable loss to the Government exchequer.

16. The union submits that the accident has already accounted for the lives of nearly 200 persons and also left behind another 150 people permanently disabled. The negligence on the part of the promoter and the engineering contractor also cannot be ruled out, and the accident cannot be termed as an 'act of god'. The union stated that the promoter of the building Mr.N.Gangaram, the engineering contractor and the architectural engineers are jointly and severally responsible for the mishap. The role played by the Corporation authorities is highly condemnable. The accident having occurred, resulting in loss of life and property, it would be the fundamental task before the commission of enquiry to find ways and means to adequately compensate the victim's kith and kin. The persons who lost their lives on account of the mishap are mostly construction workers and employees of Bangalore Book Bureau. The union learns that till date neither the promoter nor the Engineering Contractor has come forward with any offer of compensation to the dependents of

deceased. As a matter of fact, Mr.N.Gangaram has disowned the liability of payment of compensation to the dependents of the deceased.

15. The union submits that the construction workers engaged in construction work are covered under the following statutory labour welfare legislation:

1. Workmen's Compensation Act, 1923.
2. The Industrial Disputes Act, 1947.
3. The Minimum wages Act, 1948.
4. The employees State Insurance Act, 1948.
5. The employees' Provident Fund and Misc. Provisions Act, 1952.
6. Maternity Benefits Act, 1964.
7. Contract Labour Regulations and Abolition Act, 1970.

The construction work is hazardous in nature. Children aged below 12 years are prohibited from employment in such hazardous nature of work. In the present case, the petitioner learns that the construction workers were not covered under any of the above mentioned legislations. The workmen's Compensation Act provides for payment of compensation to the dependants of the deceased in the event of death, and monthly compensation to the victim of personal injury resulting in permanent disability. The act envisages that as soon as any accident occurs resulting in loss of life, it is the statutory duty, binding on the employer to report the accident to the authorities and to deposit the compensation payable to him. The authorities can also call upon any employer to deposit the compensation, after receiving information

regarding the occurrence is of the accident. In this case, neither the employer has deposited the compensation nor the authorities have called upon the employer to deposit the compensation. As a result of this, the dependants of the deceased and the persons who sustained permanent disability have been deprived of due compensation payable under the Act.

16. The Minimum Wages Act provides for the payment of minimum wages fixed under the Act to the employees. The petitioner learns that the promoter of the building and the engineering contractor have blatantly violated the said provisions of the Act by making payment of wages much below the minimum rate of wages prescribed to a worker. Besides, the ~~employer~~ employer is guilty of violating equal remuneration Act, in showing discrimination in the payment of wages to women and men.

17. The provisions of Employee's state Insurance Act, 1948 are applicable to the construction workers. However, in this case, neither the principal employer nor the contractor has taken any steps to cover the employees under the provisions of E.S.I. Act. The said Act provides for the payment of sickness benefits, compensation in the event of permanent disability and injury.

18. The provisions of the Employees' Provident Fund Act are also applicable to the employees under certain circumstances. The provisions were also not extended. The Act provides for payment of contributory provident fund, Family pension and Deposit linked Insurance Scheme.

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20. The contract Labour (Regulation and abolition) Act, 1970 provides for the licencing of contractors and certain welfare measures to the contract labour. The petitioner learns that neither the principal employer nor the contractor had made any attempt to obtain licence under the said Act. The benefits in the nature of canteens, rest-rooms, first aid facilities and other benefits were not given to the employees. The Act provides for the prosecution of the principal employer and the contractor for violation of the provisions of the Act. It is noticed that the authorities under the said Act have not taken any action in this regard.
1. It is obligatory on the part of Contractor and the Principal Employer to provide coverage regarding Group Insurance scheme to all the employees deployed in construction work. In fact, condition to this effect was incorporated in the contract also. However the contractor did not extend the benefits to the workers. The serious lapse of this nature on the part of contractor is highly deplorable.

Immediately after the collapse the Govt. of Karnataka, set up a commission headed by Justice R.G. Desai, to inquire into the causes of the collapse.

The union while disposing before the Commission prayed that the Hon'ble Commission of Enquiry may prove into the above mentioned issues and recommend suitable action against all those persons who are responsible for the mishap and persons who have blatantly violated the provisions of the law.

The petitioner submits that the Enquiry Commission may be pleased to make a suitable report on the following lapses and recommend action against the guilt persons:

- a) Recommend prosecution action against Mr.N.Gangaram, the promoter of the building, M/s Digvijaya Enterprises, Bangalore, the Engineering Contractor and M/s Master Associates, Bombay, the Architectural Engineers for cause of this accident which resulted in loss of innocent lives.
- b) Recommend action against all the officials who are responsible for grant of approval of plan for the construction of Hotel-cum-shopping Complex by violating building bylaws and for renewing the plan in July 1983 by collecting/compounding fee of Rs.40,000/-
- c) Recommend prosecution against the Principal employer, Mr.N.Gangaram and the Contractor, M/s Digvijaya Enterprises, Bangalore, for having failed to obtain licence under the contract labour (Regulation and Abolition) Act, 1970.
- d) Recommend prosecution against the principal employer, Mr.N. Gangaram and M/s Digvijay Enterprises, Bangalore for their failure to implement the provisions of Employees' State Insurance Act, Employees' Provident Fund Act, failure to deposit compensation as provided under the Workmen's Compensation Act, failure to implement the provisions of the Minimum Wages Act etc.

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Recommend to the Government to bring about a comprehensive legislation for the welfare, safety and for protecting the rights and interests of construction labour.

Recommend to the Government to recover the costs incurred by the Government in executing excavation work.

Suggest ways and means to tackle the issue in a given situation.

The enquiry panel started its enquiry after 14 months of the disaster. The enquiry committee had submitted its report to the Government, indicting Mr. Gangaram for the cause, mean-

while the union has filed 34 cases before the Workmen Compensation Commissioner on behalf of the victims families.

The case is pending in the Labour Court almost for the past five years. So far Mr. Gangaram not shown any interest to settle the cases. The state govt. of Karnataka also totally

silent and pathetic towards this issue, by not taking any action, despite a clear report stating that the primary owner Gangaram his architect engineers are collectively responsible in causing this mishap.

More recently the enquiry on the site is being cleared and proposal for constructing a new school complex is pending approval from the Karnataka Bangalore City Corporation. Despite this many workers by flooding building lines, regulation and safety laws, Gangaram is left free to re-construct a new complex and the law is not being enforced. It is clear the law is not being enforced to the letter and manipulations are being done to the detriment of the victims.