



FACTS

against MYTHS

Pr 50/-

VIKAS ADHYAYAN KENDRA

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INFORMATION BULLETIN

MYTHS ABOUT POWER - PART II

- by Abhay Mehta

COMMENT

Following the so-called renegotiated agreement by the Government of Maharashtra the other parties involved in the whole issue viz., MSEB and DPC signed an agreement on August 1996 for the supply of around 2000 MW of electricity to the MSEB in the form of available capacity and gas for a period of 20 years. The payments constitute one of the largest contracts (civilian or military) in the world and the single largest contract in this country's history. Payments amount to about \$ 1300 m. in the first year. Total payments amount to about \$ 35,000 million dollars (Rs. 1,25,000 crores) over the life of the contract. The payments are linked to various indices including the oil price index etc., so an exact estimation is completely contingent on assumption of the rate of change in various indices. In any case, a conservative low end estimate of the NPV of this stream of payments is about \$17 billion to about \$23-25 billion at the middle end.

Indeed, the terms for the purchase of electricity by a utility, the MSEB, are unprecedented in the country's history with payments governed by various agreements. These agreements include the PPA, the Guarantee by the State of Maharashtra, the State Support Agreement, the Counter Guarantee by the Union of India and the Tripartite Agreement between the GOM, the GOI and the RBI. The terms also include the 'de facto' import of nearly everything including the equipment and the fuel, no transfer of technology, and payments more or less totally in foreign exchange. It also includes a guarantee from the GOM that in the case of default in payments by the MSEB, the State of Maharashtra would be liable for all and any

payments due to DPC by the MSEB under the terms of the contract. The State Government has put a lien on all its assets - past, present and future - in this respect. What is more, the interpretation of the State Guarantee is through the application of English though all the contracting parties are Indian entities, constituted under Indian law! The Republic of India, in turn has counter guaranteed the payments due to DPC. In the case the Government of Maharashtra defaulted in its guarantee, the Government of India would be liable for some of the payments due. It would directly deduct from the constitutionally sanctioned share of revenues due to the State of Maharashtra in case of the GOI having to make any payments. The Republic of India too has staked all its assets (including those abroad, save diplomatic and military) in surety of the payments due to DPC by MSEB.

Though a facade of claims both the government, and the Enron power corp., justify these developments.

MYTH : Enron is investing in money and technology in India's development.

FACT : True but at what cost and at who's cost? Even the minimum payments, over the contracts, total well over \$ 30 billion. This is for an forex investment of about US\$1.6 billion at best, perhaps substantially less.

There is absolutely no transfer of either technology or its benefits. The operating efficiency granted to MSEB is substantially less than that retained by DPC. A heat rate of 7605 Btu/kWh is allowed for MSEB against heat rate of 7243 guaranteed by manufacturer to Enron.

Enron simply appropriates most of the difference. This amounts to about 4 % of the fuel bill which starts at Rs. 600 crores for the First Phase and around Rs 2600 crores for the full project at old oil prices. [A higher heat rate means more fuel consumption for each unit of electricity]. Even this high heat rate is not guaranteed over the life of the contract. If the turbines decrease in efficiency over time, this is treated as a change in costs under the PPA and of course MSEB pays the difference. Interestingly, BHEL's turbines can currently operate at efficiencies in the range of those granted by Enron to MSEB.

MYTH : *Enron is just another player in the private sector. It enjoys no special privileges or concessions, etc. as an investor in India.*

FACT : Officially, allowed profits [the return on equity (ROE)] has been guaranteed at 58.03 % (pre tax)/31.05 post tax to Enron. It is however, much higher than that. The IRR in real dollar terms is about 30%. *In contrast, the public sector utilities (NTPC for example) the ROE, post tax, has been limited by law to 12%, the existing private sector (The Tata Electrical companies, Calcutta Electric etc.) where post tax ROE is limited by law to 16%; utilities in the US where profits are limited to a maximum 13% or for that matter anywhere in the world.*

Moreover, the law has been deliberately changed at the specific request of Enron Inc. For example a 5 word addition to the statute specifically changes the ROE from 16% to 31.05%. This involves additional payments to Enron alone, to the tune of over \$ 3.5 billion over and above the 'guaranteed' ROE of about \$ 4 billion. Together, direct profits and subsidies at the exchequer's expense exceed dreams of mere avarice and greed. The above profits of over \$ 7.5 billion over the life of the contract do not include the cream. Incentives to induce Enron to invest include tax holidays which are extendable, exemptions from duties and levies including sales, duties on sale of electricity, octroi etc. It does not include fringe benefits like charging Rs 3.65 lakhs each time for turning the turbine on, fuel management fees of \$2.5 million, fees for even injecting the fuel etc., etc. ad infinitum. Of course additionally, the Operations and Management fees payable to a Enron Subsidiary total over Rs 65 crores in the first year of the first phase alone, ad nauseum.

MYTH : *The Shiv Sena-BJP Government secured a better deal with Enron.*

FACT : Lest we forget: The State Government had first canceled the project on the basis that it was unsustainable, that it would "adversely affect Maharashtra", that it was against "Public Policy" and "public interest" and "against the interest of the state". In a solemnly verified suit, it had submitted to the Hon'ble Court, on oath, that "the said Agreement is null and void ab-initio, inter alia, on account of its being violative of several statutory provisions, public policy, consumer interest, public interest and interest of the State suffers from the vice of misrepresentation by the 1st Defendant and/or its principal shareholder ENRON and is conceived in fraud." However, it had abruptly changed its stand, purportedly to renegotiate the deal, contending to have effected, inter alia, a substantial reduction in tariff.

The Government now admits that the cost of Phase I (695 MW) of the renegotiated project has not been reduced, but in fact has increased without any reduction in the tariff whatsoever. Additionally, the renegotiated deal involves a substantially larger contract for 2184 MW as opposed to 695 MW in the original contract. It involves contractually binding payments by the MSEB to the Company increasing from about \$ 400 m. (Rs. 1380 crores) a year in the old contract, to payments of about \$ 1.45 b. (Rs. 5000 crores), for both phases every year and possibly much higher, for a period of 20 years.

MYTH : *Enron did not transgress any State Laws.*

FACT : As a sequel to corruption, Enron violated all regulatory laws and bypassed all checks and safeguards to obtain dishonest and fraudulent clearances. They even refused to give the CEA details of costs which Enron was bound to give.

The evaluation of the project by the CEA and World Bank were negative. Despite having come to the conclusions, inter alia, that the cost were 'very, very high' and the foreign exchange outflows were excessive, the CEA gave or was forced to provide clearance.

Although it was a purely commercial contract, every aspect of this matter was treated by the government and Enron as secret and no information is available to the public. The Official Secrets Act is made applicable to this project.

MYTH : *There have been no human rights violations by ENRON.*

FACT : Constitutionally, the right to plan the development and self governance lies with the 'panchayats'. Each of these 'panchayats' have passed resolutions opposing the project and its siting and there is active protest and objection by the local population as a general body of public. The local population largely boycotted the last parliamentary elections on this issue. Enron, however, in collusion with the State and Central governments bulldozed the area and its inhabitants.

Despite an estimated requirement of 200 acres of land, 647 hectares (1617 acres) of land has been acquired forcibly by the government under acquisition statutes (which is an anachronism and ought not to be permitted especially at a time when market forces are ruling the rooste). The region faces further acquisition Notifications for over 20,000 acres has been issued for project related and other purposes.

Land acquisition has deprived over 3000 persons of their livelihood. Related acquisition will be on a devastatingly large scale. A proposed gas pipeline will require further acquisition of land and is intended to pass through the centuries old main village of Anjanvel. Apart of depriving persons of their livelihood and creating imbalances in an otherwise stable society, the direct rights violation have been gross.

There has been unanimous opposition to the project from the local population and the elected 'Panchayats'. There have been stray instances of violence in defence by individuals clearly out of frustration over the betrayal of their own judicial and administrative system. The State above all has placed its police and RPF at Enron's disposal. Reportedly, Enron hired the local police force. Peaceful demonstrations have been fired upon and broken up by lathi charges and shelling of tear gas. There has been large scale and arbitrary arrests and preventive detentions of thousands of innocent persons without warrants, terrorising the local villagers. With false cases kept pending against them with the view to keep their protests at bay,

❖ Administrative authorities have been externing innocent persons and thereby dishousing them. The statistics are as follows:

- ❖ Arrests/Detentions : Approximately 3000 from October 94 to June 97

- ❖ Externment/externment notices : 2/10 in 1995/1996
- ❖ Instances of lathi charges : 5
- ❖ Shooting : 2
- ❖ Peoples homes have been invaded, women's privacy abused by the police to the extent of dragging one woman out from the toilet and the inhuman beating of a lady and her handicapped (spastic) nephew.

MYTH : *The ENRON project has not been involved in any fraud or corruption.*

FACT : Not so! The Government itself had filed a suit — swearing that the contracts were induced by fraud and corruption — in the Mumbai High Court. It stated that

❖ The project was "unsustainable"; that it would "adversely affect Maharashtra", that it was against "public policy" and "public interest" and "against the interest of the state";

❖ That "the said Agreement (the PPA) is null and void ab-initio, inter-alia, on account of its being violative of several statutory provisions, public policy, consumer interest, public interest and interest of the state, suffers from the vice of misrepresentation by the 1st Defendant and/or its principal shareholder ENRON and is conceived in fraud."

After a patently dishonest settlement, the government unconditionally withdrew the suit without any action.

A senior functionary of Enron, Ms. Linda Powers had stated that Enron paid \$20 million for 'educating' Indians apart from project development expenses. Moreover, the fact of cheating and fraud are clear from manner in which everything has gone Enron's way during negotiations. All these and numerous others, were known to the government who negotiated to their detriment and in favour of Enron. Each of these incidents are criminal offences under Indian corruption laws but no action has been taken. No private prosecution is possible without Government sanction.

The benefits 'negotiated', to Enron's advantage, above Enron's original offer to Enron are:

- i. Guaranteed purchase/payments beyond original demand;
- ii. excessive lands granted well over Enron's requirements

iii. On misdeclared interest rates itself, Enron makes hidden profits of \$7 million per annum on phase I (of 740 Mw). The total project is of 2184 Mw.

iv. Every turbine has a design heat rate. This is the amount of heat (and therefore, fuel) required to produce one unit of electricity. By declaring a higher heat rate, Enron charges for much more fuel than it actually requires. In connivance with the government and the State Electricity Board, Enron has been granted much higher heat rate than designed. On Heat rate differential over the design heat rate Enron makes at least \$ 12 million per annum.

v. The State (Maharashtra) Government had cancelled the project on grounds of fraud, corruption, expensive power etc. Upon 'renegotiations' and private meetings, the project was revived. At that time Naphtha prices were depressed and, in order to show power tariff as having gone down, it was agreed that the 'renegotiated' project (Phase I) would use Naphtha as the primary fuel. The State Government and MSEB have agreed to pay Enron \$ 10.5 million for the alleged conversion of the plant to Naphtha. A year earlier the Ministry of Petroleum had been informed that the plant was even at that time, a multifuel plant and was designed to also run on Naphtha. Consequently, Enron is being paid US\$ 10.5 million for 'conversion' from Diesel to Naphtha when the plant could always run on both fuels.

vi. The State Electricity Board and the state government actively and dishonestly falsified figures and data to show the project as viable and its tariff as reasonable.

Consequently, it is necessary :

- ❖ That the project be scrapped;
- ❖ In accordance with the desire of the local inhabitants and the gram panchayats all work on the project be stopped immediately and the project be scrapped;
- ❖ that no force ought to be used to stop or hinder any peaceful demonstration and there must be no arrests or externment orders made against persons opposing the project and all conventions on human rights and all rights of expression and protest be fully respected and followed and that the coercive powers of the State must not be used in aid of or at the instance of Enron;

- ❖ that all ecological and environmental laws including Indian Guidelines on Siting of Thermal Projects and the Coastal Regulation Zone notifications and other guidelines internationally acceptable be enforced strictly and the project evaluated in that context on all ecological and environmental counts, and if found violating the violations be cured or the project scrapped if not cured or curable;

- ❖ that the rights of livelihood and traditional rights of local inhabitants be revived and those deprived of lands and/or livelihood or income be rehabilitated in full restitution or recompense;

- ❖ An investigation into corruption and bribery by Indian and US laws;

- ❖ a public and independent investigation into the validity of all clearances granted to the project and the real tariffs of project be investigated and disclosed and, if found to have been misrepresented or suppressed, the project be scrapped;

- ❖ that the project, its viability and sustainability be evaluated in the context of the reservations expressed by the World Bank and the Central Electricity Authority;

- ❖ that all information connected with and relating to the project be made public and available to the case presenters herein prior to the hearing;

- ❖ that, in general, it be declared that, and the Government of India and other governmental authorities be directed to ensure that compulsory acquisition laws be not used for private or purely commercial projects in any sector;

- ❖ the public's right to information must be protected and strictly enforced;

- ❖ that the public's right of expression, peaceful protest and peaceful assembly be scrupulously respected and no force or coercive, preventive or intimidatory action be taken to suppress, or otherwise affect, such rights.

MYTH : The geographical location and the choice of fuel, etc. of the project were considered in India's best interest.

FACT : Given the 'fact' that power plants will be set up and will continue to do so, *the choice of fuel and the location are certainly not in the best interests of the country*, the state and region. For instance, the choice of fuel. Natural gas per se is less polluting than coal. But 'standard' technology

enables coal to be nearly as 'benign' as gas particularly in terms of emissions of SO₂. However, in terms of the gross amount of CO₂ produced (1 kg of coal produces more CO₂ than gas) and the problem of ash disposal remain.

In 1993, at the about the same time the Enron PPA was being negotiated, the company tried to obtain enormous reserves of gas and oil off the western coast of India about 350 km north of Dabhol. The Government choose to hand the fields to Enron for a song. Enron obtained these fields and is producing gas from the fields. This gas which could have been used for power plants, preferably peaking, is being sold to the Government. The payments is in foreign exchange. The company is being paid \$2.97 to \$ 3.11/MMBTU of gas. This is about 50% more than the price received by Enron in the USA and 230% more than its fields in the West Indies. Interestingly enough, we would be paying the same company considerably more (atleast \$4.5 MMBTU per Enron), in the form of gas imports for the Dabhol power plant !!

MYTH : *All environmental clearances were obtained as per the requirements set down by law and no laws safeguarding the ecology of the region were breached.*

FACT : Enron suppressed relevant and necessary data/facts in their Environment Impact Assessment (a legal requirement). The effect is that its environmental clearances are invalid but it has been permitted to continue construction. The environmental case per se is relatively weak (i.e. by comparing it to coal as is being done by DPC etc.). The manner in which the clearances were obtained is a gross violation of law.

The plant is to be located at Dabhol. Existing guide lines for siting of thermal power plants would have precluded this in the first place, given the ecologically fragile nature of the region. The project is located on the estuary of the Vashishti river which contains valuable mangroves, supports marine and bird life and myriad flora, fauna including protected species of fauna, and biological life, is down river from the Koyna Dam and has been allocated water from Koyna. [The water allocation is fraudulently obtained by the Maharashtra State

Electricity Board (MSEB) by representing that the project was a 740 MW project originally proposed by the MSEB sometime in 1980s]. The project lies in a fault area prone to earthquakes and has experienced tremors as late as in April 1996.

The project is substantially different from the earlier project, about 3 times bigger than the project for which various clearances, including water clearance was obtained. The first phase fuel was changed from distillate no 2 to Naphtha. No environmental assessments for Naphtha appear to have been carried out.

Breaches of Law

Statutorily binding and standard governmental guidelines "Environmental Guidelines for Thermal Power Plants", were breached as follows:

Siting criteria requirements were breached. The requirement of a 5 km buffer zone between the High Tide Line and the plant is flagrantly breached (Clause 2.2.2). The project is located near mangroves, and the construction jetty directly faces mangroves on the other side of the estuary within 500 metres of the jetty; the project is near Anjanvel fort (breaches of Clauses 2.2.1, and 2.2.6). Further, Rehabilitation plan were not made (Clause 3.4 and 4.3.1). Disaster Management Plans were not drawn up and/or were not drawn up adequately. In particular, no serious note has been taken of the fact of storage of huge quantities of inflammable material in a seismic zone. All clearances were obtained by inadequate disclosure of facts.

The Ministry of Environment and Forests (MoEF) requires that each project promoter submits Environmental Impact Assessment (EIA) reports. Initially a Rapid ELA can be submitted on which the MoEF gives conditional clearance, but a

[Enron original offer	'Negotiated' by government
Land 200 acres	640 hectares (1617 acres)
Assumed interest rates	Higher rates declared substantially lower than declared
Minimum State commitment : 74%	increased to 90%
Enron guarantees 90% availability	State guarantees 90% purchase
Fuel : LNG	changed to Naphtha/Diesel for phase I
Heat Rate 7450 Btu/kWh	increased to 7605 Btu/kWh
Design heat rate : 7243 (for older model) Btu/kWh]	

Comprehensive EIA is required/for final clearance. Enron submitted its Rapid EIA report to the MoEF in June 1993 and provisional clearance had been granted on that basis. The Comprehensive Report was submitted to the MoEF in June 1994.

The DPC claims that the EIA report is a confidential document, not even to be made available to the public, including the people living near the project site. This is astonishing, since every project must have an impact on the local people who are an integral part of the environment.

DPC in a reply insisted that "The Environmental Impact Assessment report is a document that we are not at liberty to circulate..."

The MoEF clearances are given on the assumption that the data in the EIA report are correct and complete. The EIA claims that the data on which it is based "were obtained by site visits, discussion with local officials and with a few selected people of the area". The persons in the site area, however, emphatically assert that not a single one of them has been asked any questions by Enron's consultants.

The EIA report states that the land to be acquired is "wasteland", "unused land", "not very productive and people grow only one rainfed kharif crop of paddy, ragi (Eleusine coracana) or wari (Panicum milliaceum)". The horticulture is said to be "poor". "The vegetation on the project site is scrubby and sparse because of the rocky soil..." Local farmers, however, insist that about 50% of the land to be acquired is under crop cultivation, 5% under horticulture, 10% kept for pasture and 35% under private forests. They cultivate 13 cereals, pulse and oilseed crops, often more than one a year, with good yields. They also grow 17 species of fruit trees.

In their "Report on Field Visit to Dabhol", on 19th February 1994, submitted by three members of the Environmental Assessment Committee (EAC), the committee stated that:

"...as we proceeded along the route to the jetty site, several groups of local residents submitted a memorandum... detailing their objections to the Enron project... To begin with, we discovered that local communities were unaware of the DPC plans till very recently. It was, for instance, only three days before we arrived that the first notices for land acquisition were received by villagers. This has caused considerable discontent among the villagers and though our itinerary was not public knowledge we were stopped at least eight times along the route by people protesting

the siting of large scale projects in and around their lands".

That the whole process of obtaining environmental clearances was a farce is perhaps evidenced by the by the remarks of the EAC members in the same report:

"We might mention that as we were setting off for Dabhol from Chiplun we were informed by Mr. Iyer that the Ministry of Environment had accorded environmental clearance to the thermal plant of Dabhol Power Company. This came as a surprise as we felt that it would have been in order for the Ministry to obtain our committee's report before communicating any approval to the project authorities. We make this point because it is obvious that the project would be unworkable at the present site if, perchance, the jetty site is found unsuitable."

Apart from the obvious hazards of storage of massive quantities of LNG in an ecologically sensitive zone components of the plant are in violation of the Coastal Regulation Zone Notification. The company has cut and leveled hills on the shoreline and reclaimed land, both activities being banned by the Law. The fuel jetty is being constructed in best prawn intensive fishing and spawning grounds in the entire district.

MYTH : *The courts have exonerated Enron from all alleged offences etc. against the people.*

FACT : *Not only have the courts exonerated Enron but the failure of justice has been total. Various parties filed litigation against the project/ Enron. None has been considered on merits by Indian Courts. The first challenge was filed by members of a political party which subsequently assumed power in Maharashtra, negotiated a settlement with Enron and then withdrew the petition effectively barring others from recourse to Courts. All other petitions challenging the project has been rejected by Courts on technical grounds and there has been no review of any of the public's grievances.*

Two petitions were filed challenging compulsory land acquisition. In Enron's case, land has been acquired at rates between \$ 625 per acre (for mango orchards) to \$ 375 per acre (depending on land use). The petitions have not been really considered by Courts which have merely enhanced the acquisition rates nominally by about \$ 250 per acre (on an ad hoc basis) and dismissed the petitions without considering any rehabilitation package. Currently, lands in that area are valued at upto \$ 10,000-20,000 per acre. An acre of mango

plantation yields upto \$ 2,500 per acre per year. The lands have been acquired at 30% of their annual yields. Further, such acquisition completely ignores the fact that even fallow land serves major purposes in village/rural life, e.g. grazing, firewood and regeneration.

Almost 70% of affected persons have refused to accept any compensation. One environmental

petition was filed but was subsequently compromised. Serious environmental issues remain outstanding.

All parties have been denied justice by Indian Courts and governmental authorities. The Supreme Court of India has refused to even cursorily examine the Project.

Tell-tale Glimpses into ENRON's "Track Record"

Action Alert from NAPM* : Enron in Kerala

On August 17, 1998 officials of the Enron power corp. arrived at the Kannur power project area at Irinavu, Kerala with equipment for soil testing and geological surveys. The local villagers, however, protested against the unloading of the equipment and eventually forced the officials to pack up. The Enron officials moved to another area 1km away. Here again local villagers protested and demanded Enron to move. Finally, on August 19, the Enron officials were compelled to leave the area.

The people of Kerala as in Maharashtra are demonstrating against the Kannur power project launched by the Chief Minister's nephew KPP Nambia and Enron which has since undertaken projects in Gujarat and West Bengal. Ironically, though the CPM in Maharashtra has been opposed to Enron's Dabhol power project it seems to port Enron's project in Kerala?

In Kerala, 176 acres of prime agricultural land has been acquired for the US 400 million dollar project. There are also 5000 acres that will be required for the privatization of the port, which is also directly connected to Enron.

Environmentalists, fisherfolk and villagers are all rallying against this project. The fisherfolk and the environmentalists decry the water pollution and the effluents which threaten the fish stocks which, in turn, jeopardizes the livelihoods of the fisher folk and compromises the aquatic ecosystems in the area. The Association for the Protection of the Environment (APE) Kannur and the Azhikkal Port Action Committee are just two of the organizations opposing the proposed project. The Yuvajana Vedi and Samajwadi Jana Parishad political parties are also opposing the Enron project in Kerala.

What is the rationalization behind this project? What are the benefits that the people are supposed to receive? There is a power shortage in Kerala and the project is justified as providing power to a power starved state. The reality is that Enron has a history of providing extremely expensive electricity, which is a problem in itself for the local people. The Dabhol Power Project in Maharashtra is a poignant example of this. These heightened prices also threaten to inflate the surrounding prices significantly. Over-priced power is not a viable and acceptable solution to Kerala's so-called power shortage as is the case in other parts of the country.

Enron has a history of corruption and criminal proceedings in various projects of theirs throughout the world. Naturally, the people of Kannur do not want power at the cost of their livelihood.

* *National Alliance for People's Movement*

*Subject : ENRON: Watchdog Calls for Investigation into the Enron Bid for
Wessex Water, UK*

Oswat Customer Service Committes

Watchdog Calls For Investigation Into the Enron bid for Wessex Water

The water watchdog, the Oswat Wessex Customer Service Committee (CSC), on August 6, 1998 called for the bid made by the Enron Corporation (Enron) for Wessex Water Plc to be referred to the Monopolies & Mergers Commission.

Customers have raised a number of concerns about the prospect of water and sewerage services in the region being passed into American ownership. The CSC also considers that the short period allowed for consultation has made it difficult for the issues to be examined properly.

Sheila Reiter, Wessex CSC Chairman, said:

"There is no precedent in the water industry for a bid of the kind made by Enron. The company is not experienced in water and sewerage issues and has little direct contact with consumers. Customers have no means of measuring its past performance. If the bid is allowed to proceed unchallenged, a precedent may be set for other acquisitions to be made from those inexperienced in water and sewerage enterprises.

"The CSC believed that there are sufficient customers' concerns to provide grounds for a full and thorough investigation as to whether the effects of any takeover may be against the public interest".

As Enron Corporation has no water interests in the UK there is no automatic reference to the Monopolies and Mergers Commission (MMC). However, because the assets of Wessex Water plc are valued at more than £70 million, the Secretary of State for the Board of Trade can decide to refer it to the MMC. He will receive advice from the Director General of Fair Trading (DGFT) under normal merger rules. Prior to this, the DGFT will receive the views of the Director General of Water Services (the Director).

■ *The CSC represents the interests of customers of Bournemouth & West Hampshire Water, Bristol Water, Choldedrton & district Water & Wessex Water;*

■ *The CSC has three main tasks: to identify the main concerns of customers and to consult and make representations to the water companies; to investigate complaints from customers; and to advise and report to the Director on particular issues affecting customers.*

ACKNOWLEDGEMENT : *We are most grateful to Abhay Mehta in preparing this issue.*

Facts Against Myths is a monthly bulletin of factual information on a number of development myths and fallacies, etc, including information against alien development models, paradigms and false concepts on caste, creed and gender.

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