

# Rajasthan Power Sector Reforms Transfer Scheme-II, 2016

RAJASTHAN

India

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### Rule

### RAJASTHAN-POWER-SECTOR-REFORMS-TRANSFER-SCHEME-II-2016 of 2016

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Rajasthan Power Sector Reforms Transfer Scheme-II, 2016[Dated 9.6.2016]In exercise of the powers conferred by Section 14 of the Rajasthan Power Sector Reforms Act, 1999 (Act No. 23 of 1999), the State Government hereby makes the Transfer Scheme for providing and giving effect to the transfer of assets, properties, rights, liabilities, obligations and proceedings of Rajasthan Vidyut Prasaran Nigam Ltd. to Jaipur Vidyut Vitran Nigam Ltd. and Jodhpur Vidyut Vitran Nigam Ltd. following, namely: -

#### 1. Short title, extent and commencement.

(1)This Scheme may be called the Rajasthan Power Sector Reforms Transfer Scheme-II, 2016.(2)This Scheme shall come into force from the date of its publication in the Official Gazette.

#### 2. Definitions.

(1)In this Scheme, unless there is anything repugnant in the subject or context. -(a)"Act" means the Rajasthan Power Sector Reforms Act, 1999 (Act No. 23 of 1999);(b)"Assets" means land, buildings and all structures and trees;(c)"Effective date of transfer" means the date of publication in this Scheme in the Official Gazette;(d)"Jaipur Discom" means the Jaipur Vidyut Vitran Nigam Limited (JVVNL), which is incorporated with the principal object of engaging in the business of distribution and supply of electricity in the area as specified in Part II of Schedule I, of the Rajasthan Power Sector Reforms Transfer Scheme, 2000;(e)"Jodhpur Discom" means the Jodhpur Vidyut Vitran Nigam Limited (JDVVNL), which is incorporated with the principal object of engaging in the business of distribution and supply of electricity in the area as specified in Part III of Schedule I, of the Rajasthan Power Sector Reforms Transfer Scheme, 2000;(f)"Liabilities" means all liabilities,

debts, duties, obligations and other outgoings including statutory liabilities and Government levies of whatever nature including the contingent liabilities which may arise in regard to dealings before the effective date of transfer in respect of the specified Undertakings excluding however liabilities relating to personnel and matters related to;

(g)"Proceedings" means all proceedings of whatever nature including suits, appeals, complaints, petitions, applications, conciliatory or arbitration whether civil or criminal or otherwise in which Power Companies is one of the parties;

(h)"RVPN" means the Rajasthan Vidhyut Vitran Nigam Ltd. which is incorporated with the principal object of engaging in the business of procurement transmission and bulk supply of electricity.

(i)"Reforms Scheme" means the Rajasthan Power Sector Reforms Transfer Scheme 2000;

(j)"Schedule" means the schedule appended to this Scheme;

(k)"State Government" means the Government of Rajasthan;

(l)"Transferee" means Jaipur Vidhyut Vitran Nigam Limited or Jodhpur Vidhyut Vitran Nigam Ltd. as the case may be, and

(m)"Transferor" means Rajasthan Vidhyut Prasaran Nigam Limited.

(2) Words and expression used in this Scheme but not defined shall have the same meanings as assigned to them in the Act.

### **3. Transfer of Assets and Liabilities etc.**

(1) The assets shown in Schedule-A and Schedule-B earlier transferred, vested in the Transferor under the Reforms Scheme, the assets specified in Schedule-A and Schedule-B, shall be transferred and vested in the Jaipur Vidhyut Vitran Nigam Ltd. and Jodhpur Vidhyut Vitran Nigam Ltd. respectively.

(2) On such transfer and vesting of the assets under clause (1) to the Transferees, the Transferees shall be responsible for all contracts, rights, deeds, schemes, bonds, agreements and other instruments of whatever nature pertaining to the assets transferred to it, to which Transferor was initially a party, subsisting or having effect on the effective date of transfer, in the same manner as the Transferor was liable immediately before the effective date of transfer, and the same shall be in force and effect against or in favour of the Transferees had been a party thereto instead of the Transferor.

(3) As a consideration for the transfer and vesting of the assets specified, -

(i) in Schedule-A. the Jaipur Vidhyut Vitran Nigam Ltd. shall pay rupees 76.64 lacs; and

(ii) in Schedule-B the Jodhpur Vidhyut Vitran Nigam Ltd. shall pay rupees 6.32 lacs; to the Rajasthan Vidhyut Prasaran Nigam Ltd.

### **4. Pending proceedings.**

- All proceedings of whatever nature by or against the Transferor pending on the effective date of transfer shall not abate or discontinue or otherwise in any way be affected pre-judicially by reason of the transfer Scheme mentioned in the Act and in provisions of this Scheme, and such proceedings may be continued and prosecuted by or against the Transferee to whom the assets and liabilities relating to such proceedings are assigned in accordance with this Scheme only and nobody else. Such proceedings may be continued in the same manner and to the same extent as it would or might have been continued and prosecuted by or against the Transferor if the transfers specified in this Scheme had not been made.

## **5. Decision of the State Government.**

(1) If any, doubt, dispute, difference or issue shall arise in regard to the transfers under this Scheme, subject to the provisions of the Act, the decision of the State Government thereon shall be final and binding on all parties. (2) The State Government may, by order published in the Official Gazette, make such provisions, not inconsistent with the provisions of the Act, as may appear to be necessary for removing the difficulties arising in implementing the transfer under this Scheme.

### **A**

Assets to be transferred from Rajasthan Vidhyut Prasaran Nigam Ltd. to Jaipur Vidhyut Vitran Nigam Ltd. [See Clause 3] Land, (including buildings and all structures and trees), presently in the use of the office of Assistant Controller of Stores, RVPN. Heerapura Village Gajsingpura Tehsil Jaipur measuring 38685.886 sq. m. approx. (46269.468 sq. yard approx.) situated at right side of NH-8.

### **B**

Assets to be transferred from Rajasthan Vidhyut Prasaran Nigam Ltd. to Jodhpur Vidhyut Vitran Nigam Ltd. [See Clause 3] Land, (including buildings and all structures and trees), or RVPN Guest House, Shastri Circle, Jodhpur measuring 6468.8816 sq. m. approx.