

**KERALA ELECTRICITY EMPLOYEES' CONFEDERATION  
INTUC**



(Reg. No. 01-14/87 - Aff. 10485)

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No. KEEC/GL/2023/82

Thiruvananthapuram  
11.12.2023

To

The Power Secretary  
Government of Kerala  
Thiruvananthathuram

Sir,

Sub: Unconstitutional action of Government in omission of clause (9) of the clause (b) of the second transfer scheme- Tripartite agreement signed on 01.08.2014.

Ref: 1. Tripartite agreement signed on 01.08.2014  
2. GO(P)/46/2013/PD/31.10.2013  
3. GO (P) 6/2023/1.11.2023

A tripartite agreement was executed on 01.08.2014 to safeguard the employees and their retirement benefits. The parties to the agreement were Government of Kerala, Kerala State Electricity Board Limited, trade unions and officer unions functioning in KSEBL.

As per the reference cited 3 Government order, Government have acted an unconstitutional action in omitting, the second transfer scheme, 2013, sub clause (9) of the clause 6. The second transfer scheme was ordered by the Government by following the section 131,133 of the electricity act 2003. As a part of this, tripartite agreement was signed among the trade unions including officers federation, Government and KSEBL. It was a legal binding. We were one of the parties in that agreement having locusstandi and hence strongly objecting your action in the order 1.11.2023, which is illegal.

The referred Government order is against the tripartite agreement and Electricity Act 2003 and hence unconstitutional. By omitting the said clause, Government have totally violated the tripartite agreement executed and acted against the Electricity Act 2003 which was enacted in the parliament. The tripartite agreement was a part of transfer scheme and


hence the legal document for the protection of employees' rights. Nobody can curtail the rights in the agreement through a single and simple government order.


The said Government order deleted the entire clause and it will lead serious legal issues in the rights of employees and pensioners. It is also pointed out that, before taking back the duty, it is the duty of the government to release the amount due to KSEB from water authority and other Government institutions. Amount spent by KSEB under subsidy also to refunded. It was the duty and obligation of the government by taking over the entire liability of KSEB before signing the Uday scheme agreement. The liability of KSEBL was not taken over by government at that time.


Hence in this connection, we request your goodself to withdraw the Government order vide reference cited 3. Now the highcourt stayed, the Government order and its execution for three months. Also requesting to specify provisions and procedure for the subsidy. Government have issued orders for the 49% share in KFON, which is a future liability to KSEB. The same could be questioned in the court of law. The actions done by your side are against KSEB employees and majority of consumers. It is also requested to allow KSEBL to keep the duty in KSEBL account for the next 10 years, because KSEBL acting on behalf of Government and consumer satisfaction and also providing subsidy ro consumers. This Government may also follow the actions of the former UDF Government.

Thanking you,

Yours faithfully,

  
K.P Dhanapalan Ex.MP  
President

  
Adv.Sibykutty Francis  
Working President

  
V.Sudheer Kumar  
General Secretary