

Fallen by the Wayside

The Human Cost of ADB's Kolkata Environmental Improvement Investment Project (KEIIP)



Growthwatch



With support from

HEINRICH BÖLL STIFTUNG
SOUTHEAST ASIA

Fallen by the wayside - The Human Cost of ADB's Kolkata Environmental Improvement Investment Project (KEIIP)

This independent on-ground assessment of the KEIIP is dedicated to (late) Manotosh Das, Secretary of the Bank'r Maath Babsayee Samiti; (late) Uday Aich; and other shopkeepers displaced by the KEIIP's implementation, who have passed away while waiting for redress.

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We hope that all your contributions will soon snowball into long-awaited redress and meaningful rehabilitation for those affected.

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GLOSSARY OF ACRONYMS

ADB – Asian Development Bank
AIIB – Asian Infrastructure Investment Bank
BOROUGH – Administrative division of a municipality (e.g., Borough XVI under KMC)
BP – Bank Policy (in context: e.g., ADB safeguard policy)
CSO – Civil Society Organization
DG – Director General
DMS – Detailed Measurement Survey
EA – Executing Agency
EMP – Environmental Management Plan
GOWB – Government of West Bengal
GRM – Grievance Redress Mechanism
IEE – Initial Environmental Examination
INR – Indian Rupee
INSAF – Indian Social Action Forum
JCB – Joseph Cyril Bamford (brand name for excavators/backhoes)
KEIP – Kolkata Environmental Improvement Project
KEIIP – Kolkata Environmental Improvement Investment Program
KMC – Kolkata Municipal Corporation
MFF – Multi-Tranche Financing Facility
MG Road – Mahatma Gandhi Road
NGO – Non-Governmental Organization
PAPs – Project-Affected Persons / People
PD – Project Director
PMU – Project Management Unit
RP – Resettlement Plan
S&D – Sewerage and Drainage
SARD – South Asia Regional Department (of ADB)
STP – Sewage Treatment Plant
TMC – Trinamool Congress (All India Trinamool Congress Party)
TR – Tranche
USD – United States Dollar
WSD – Water Supply and Drainage (facilities)

INTRODUCTION

The Kolkata Environmental Improvement Investment Program (KEIIP) project is a \$400 million USD water, sanitation and urban infrastructure development project, financed by the Asian Development Bank (ADB), and spread over a period of ten years — from 2013 to 2023. The project was first considered eligible for ADB’s multi-tranche facility financing (MFF) in 2013¹, with the loan and project agreement for the last tranche (Tranche 3) being approved in October 2018.²

The borrower is the Government of West Bengal (GOWB) through the Kolkata Municipal Corporation (KMC), and the KMC is also the executing agency (EA) for the project. ADB had already been

financing the KEIP Project—predecessor to the KEIIP—in Kolkata, since 2000, so as to support the KMC with “financial management” and planning.³ Subsequently, the Project Management Unit (PMU) for the ADB-funded KEIP, was additionally staffed, and renamed for the KEIIP.

KMC consolidated KEIIP as a response to the World Bank’s 2011 Report identifying Kolkata as vulnerable to climate change, and suggesting adoption of resilience measures, particularly, to invest in sanitation and drainage systems (S&D), as well as the GOWB’s own resilience plans. KEIIP-Tranche 2, and Tranche 3 amount to \$200 million USD and \$143 million

USD respectively, financing several sub-projects. An additional \$1 million USD under Tranche 2, and \$2 million USD under Tranche 3, has been allocated towards the project as technical assistance to increase climate risk resilience capacities of the KMC in terms of its operations, from the ADB-managed Urban Climate Change Resilience Trust Fund.⁴ Tranche-2 and Tranche-3 are broken into several sub-projects, of which this Report addresses only those being implemented along the M.G. Road and Churial Canal Extension⁵: TR-02/WS16, TR-02/SD-13,⁶ TR-02/SD22, SD29/2017-18 and SD31/2017-18⁷.

The Project collectively claims that the intended outcome is to (1) increase sewerage and drainage networks in the peripheral areas under KMC's jurisdiction— particularly those vulnerable to flooding, (2) increase the operational capacity of KMC to better deliver on its mandate — including the provision of urban services, and livability and *inclusiveness* of public spaces, and (3) increase the resilience of both the KMC as well as the city, to climate change.⁸ The Project in its entirety, promised to deliver on components relating to gender, access to economic opportunities, including the creation of jobs, and addressing regional environmental concerns,⁹ and these were incorporated as integral to the project design. The expected date at the time of appraisal, of the Project's commencement was post-March 2017 (when Tranche-2 loan would become effective), and completion, was April 2023. Projects under Tranche-2 specifically were expected to be completed by 31

October 2021, and under Tranche-3, by 30 April 2023 (later revised to 20 March 2024).¹⁰

Per the EA's reports and the ADB's appraisal and due diligence of the Project, ADB assigned the Project an overall risk category, "low" with the indicator "involuntary resettlement" being specifically assigned category "B". ADB reasoned that the Project, following the KMC's and/or KEIIP's version, did not involve any land acquisitions, and the former had already submitted the safeguards due diligence reports for all sub-projects, which had also been accepted by the ADB.¹¹ In agreement with the ADB, KMC/KEIIP affirmed that they would design the project in a manner that would involve only minor inconvenience at best, such as a couple of days of lost access for at least **121 shop owners**¹² identified as Project Affected People (PAPs) who carried out their livelihoods out of modest structures built along one side of the M.G. Road, and for the general public using the roadway.¹³

However, ADB did not indicate any further independent assessment or verification of the EA's claims at the preparatory phase of the implementation plan. For example, ADB did not conduct a site visit to independently assess the field situation, or indicate confirming, beyond the EA's own claims, that this Plan was actually communicated to the PAPs, including at least 121 shopkeepers along the M.G. Road stretch (a total of over 220 shopkeepers were identified as PAPs under KMC/KEIP's own assessment, with 220 shop owners under Tranche 2¹⁴ and 43 shop owners under Tranche 3¹⁵). This inadequacy and failure of the ADB becomes painfully obvious as we point out in the Report.

In terms of programmatic and operational risks—for Tranche 2, ADB found that the EA stood at an “advanced” stage of readiness, on the basis of resources (staffing), progress in physical works, contract awardments and disbursements, availability of detailed project reports, and prior experience in implementing ADB projects (KEIP)¹⁶—including (we would expect) a strong compliance with, and understanding of the ADB Safeguards. Likewise, for Tranche 3, ADB found the KMC/KEIP's capacity high, having continually retained the original staff, completed the detailed designs for the sub-projects, and satisfactory project progress made on the previous

tranches¹⁷, with no notable Safeguards concerns outlined. For Tranche 3, ADB went so far as to declare that the Project showed “strong ownership” from the KMC.¹⁸

However, as the Project progresses along the project-cycle and comes to be implemented on the ground, we find instead of “strong ownership”, or familiarity with Safeguarding—lack of oversight, disregard for the PAPs' issues and grievances, and constant attempts to obfuscate the Project's status and the PAPs' rights and entitlements.

We witnessed this first hand, again¹⁹, when we recently paid a visit to the former project area in February 2025, and encouraged some of the PAPs to register (yet another) complaint in writing to the Municipal Corporation authorities, and to the KEIP Office.

Amongst others, the 121 PAPs have completely lost their shops which used to sit on the M.G. Road and Churial Canal Extension (TR-02/WS16, TR-02/WS13, TR-02/SD22) and thus, their sole means of livelihoods. But instead of acknowledging their own failures in seeing that proper information regarding the project was disseminated and available—including that the pipe-laying works were connected to an ADB-financed project, that the project design involved constructions at 200 ft intervals; and ensuring that the contractors were accordingly instructed and followed through—KMC/KEIP

denied any responsibility. To the contrary, KMC/KEIIP started claiming that these now displaced 121 PAPs who were given two options — to either dismantle their own shops at their own cost, or to have them partially destroyed while the contractors ran JCBs through the area— never belonged on the land in the first place, and by that logic, were ineligible for any entitlements. The 121 PAPs have never claimed the land as their own, or denied its categorisation as “government” land. However, in the absence of knowledge regarding the domestic laws, as well as ADB’s own Safeguards on Involuntary Resettlement which provides for *entitlements for individuals irrespective of their ownership of land*, they have succumbed to the demands and the dictates of the KMC/KEIIP, who have conveniently labelled them as “squatters”. This, despite the fact that the KMC/KEIIP had until their removal, acquiesced to their commercial businesses on the same land, for anywhere between 25 to 30 years, and had acknowledged them as legitimate users of the land during the period of consultation.²⁰

Finally, when these concerns and grievances were brought to the attention of the relevant South Asia Regional Department (SARD) by the representatives of the 121 PAPs, through the NGO Forum on ADB, they were summarily dismissed—without any meaningful engagement with the PAPs, and without affording them the opportunity to be present or to be heard in the presentation of their concerns. *SARD’s responses reflected an unquestioning reliance on the EA’s documentation and statements, and were*

marked by a presumption of bad faith on the part of the PAPs—rather than, for instance, conducting an independent inquiry into the veracity of the claims or facilitating dialogue between the groups [see, Annex 1, Responses by SARD]. It is precisely this outright dismissal of PAPs claims and wholesale agreement with the EA’s version, that had eroded the former’s trust on the ADB as an institution, and one of the reasons why they had been hesitant to collectively approach the ADB, again. Coupled with constant threats from state and non-state actors, repeated rebuffs from the most visible grievance redressal tiers, and being “shown their place” by KMC/KEIIP workers, the PAPs chose not to pursue further avenues for resolution, despite their destitution.

Respectful of their agency and aware of our own limitations to protect them should retaliation occur, we decided to disengage temporarily from pushing for redress. Manotosh and a couple of other affected peoples constantly kept us updated of the first set of pipe-laying works, followed by a second set of pipe-works, delays due to contractor issues and then on account of COVID, further delaying their return to again set up their shops. No updates were provided for those affected, aggravating their distress. They shared with us that since April 2023, road expansion works had begun at the same project site from which they were removed, and where they should have been rehabilitated with the completion of the pipe-laying works. Throughout 2024, Manotosh kept raising the matter on behalf of himself and other PAPs with the local Councillor, only to be told off. He also reached out to the authors to

see if there were any possibilities to get approval to set up their shops again and to receive fair compensation for the years of losses sustained, but was apprehensive about putting in an official complaint. On 30 November 2024, Manotosh expressed the desperate situation all shopkeepers were in and informed us that he would collect signatures to raise a complaint before the KEIP and ADB. But when we attempted to reach out to him in December, we learned Manotosh had passed away from health complications which he could not afford to pay for. For this reason, we are once again trying to bring this issue to the ADB's attention, demanding intervention and urgent redress, even while the PAPs themselves are afraid of being seen as colluding to stall development and losing even the little earnings that they are able to make. Below, we also give a brief timeline to recreate the events as they followed.

OBJECTIVE OF THE REPORT

The intention of this Report is to provide an accurate and on-ground analysis of the direct impact of the KEIP's implementation on the lives and livelihoods of close to 121 project affected peoples (PAPs) who are present or former residents and shopkeepers, on the M.G. Road, Bank Plot, and Churial Extension Canal. We say "former shopkeepers", as many have moved since then, after losing their livelihoods to the KEIP project works and awaiting resettlement in vain. Those who chose to stay back, have mostly taken to running tea-shops, lacking any other skills, and in the absence of appropriate resettlement

measures that were planned unilaterally amongst ADB and KMC/KEIP, without any acknowledgement of the concerns of the PAPs themselves, or seeking inputs from them.

Through this Report, we try to refute the Project appraisal grounds where the ADB found KMC and the KEIP as "ready" for project financing, as well as the validity of claims from the KEIP officials and KMC during the ongoing period of investment, across the various due diligence and safeguards reports submitted. We attempt to show how the KMC and KEIP failed to deliver on the overall outcomes

that they had agreed to with the ADB — contrary to ADB’s assessment of a perfect project execution. We also attempt to show how the ADB’s concerned Operations Department (SARD) has acted, and responded so far—including with the exercise of minimal supervision and oversight over the Project and its executing agencies, responses that are dismissive of our and the PAPs claims and concerns, and with minimal request for further information or independent verification of claims made by the project proponents.

The PAPs along with their representatives re-submitted the letter complaint to the Ward 143 Councillor, Christina Biswas, despite her refusal to confirm receipt of it.



RESEARCH METHODOLOGY

The Report has been prepared after interviews with a smaller but representative sample size of the PAPs, and meetings with responsible project actors at the KEIIP Office at Unnayan Bhavan, Kolkata, and local government bodies such as the Ward councillor and an *attempted* meeting with the Borough committee chairman. The authors of this Report have relied extensively on ADB and GOWB-KMC executed agreements, plans, and reports (such as financing request, due diligence, monitoring reports), ADB's safeguards policies (June 2009) and interviews with PAPs. We use the words "Project" or "Project proponents" (including the implementers, contractors) interchangeably, with words such as "pipe laying works" or "people" since in our interviews we noticed that

none of the former shopkeepers were aware of the Project by its name — they were only told that some pipe laying works were in progress. That the building of the STP for example, was part of the sub-project and connected to the KEIIP, was not disclosed to them. Likewise, in all of our interviews, we heard that the Project proponents did not identify themselves, and often the PAPs were confused as to whether those they were speaking to, were state representatives, or non-state (and often sponsored) private individuals who were Trinamool Congress party (TMC) loyalists. The All India Trinamool Congress Party (or TMC) is the most influential party in West Bengal, and has been the ruling party in the state since 2011.

TIMELINE OF EVENTS

- ⊙ April 2016: Periodic Financing Request received for Tranche-2 of KEIIP Project.
- ⊙ November 2016: Loan and Project agreements executed between the KMC-KEIIP through the Government of India as borrower, and the ADB.
- ⊙ December 2016: Approval of the loan amounts.
- ⊙ March 2017: Estimated date from which loan is effective.
- ⊙ In March 2017, the Resettlement Plan for Tranche-2, Package SD22 (from April 2016)²¹ was also updated²². The Resettlement Plan for Tranche-2 Package WS16 and SD22 also exists from April 2016.²³ While SD22 concerns setting up of sewerage and drainage works and a pumping station at the Churial Canal, WS16 concerns setting up of water transmission lines from Daspara pumping station to Pratik Ph III, and lines connecting underground stored reservoirs to the elevated service reservoirs. Neither of the two are categorised as the final resettlement plans that the ADB Safeguards and Loan Agreement makes obligatory, prior to the commencement of works.²⁴

- ⊙ Pre-March 2019: As of this time, there were over 121 roadside shopkeepers who had been carrying out their livelihoods for anywhere between 20 to 30 years, out of structures built along the stretch of the M.G. Road between Thakurpukur and the intersection with James Long Sarani road.
- ⊙ March 2019: One of the authors of this note, One of the authors visited Sumitra Mondol's (one of the 121 PAPs) tea and snacks shop on M.G. Road, for the first time, when she heard the shopkeepers express their anxieties over some KMC-initiated "unnayan er kaaj" (development related works) and "pipe laying works" in the area, for which they were advised to clear out their establishments. This is even while the official records state that the works began only September 2019 onwards (11.09.2019).²⁵ The pipe laying works were about to run from Kabardanga to Churial Canal, and again, from the Churial Canal to James Long Sarani.²⁶ Both, the description of the works as well as the description of the area matched the exact descriptions of the sub-project that constituted the packages identified under the ADB-financed KEIIP project. It is through this additional exercise that the authors/representatives came to know of the KEIIP Project and the ADB's involvement in it, considering there were no signages, pamphlets, leaflets, awareness campaigns, or other modalities for information disclosure for the PAPs.
- ⊙ The shopkeepers were anxious that they would have to leave, since their shops would be destroyed — they had already seen the JCBs (bulldozers) arrive in the area, clearing out earlier sections of the road, where several other shopkeepers sat. The pipe-laying works had begun in mid-March 2019 — much before the stated date of commencement of works on paper, but after the KMC/KEIIP had already executed and signed the loan and project agreement. **In any circumstances, this does not disqualify the PAPs from recourse to remedies, since the ADB Safeguards explicitly recognise not just works which begin coterminously with the stated date of commencement, but also all works which are begun with the anticipation of an ADB loan towards a project.**²⁷
- ⊙ Between March and April 2019: We conducted field surveys of all the shops in the area, in an attempt to understand if they knew about the works, what it involved, who was executing it, whether prior notice had been delivered to them to move, and most importantly, if they had received compensations for their removal, and/or assurance for restitution of their shops. They had not. The PAPs told us that they had been called prior to the pipe-works to assemble at the Councillor's office, where they were asked to "cooperate" with the works. This was the extent of their "social hearing", or "consultations"—no further information regarding

the ADB, the KEIIP, the design and methods of project implementation, possible impacts from the project, PAPs' entitlements, or institution of grievance mechanism had been dispensed. In the course of the field survey, we had prepared a list of the PAPs, disaggregated by their names, age, occupation—which ideally should have been the project proponents' task. The KMC/KEIIP gives information in absolute numbers [of PAPs] without further disaggregating this data.

- ⊙ Between 31 July 2019 and 4 August 2019: After perusing the KEIIP documents publicly available on the ADB website, we arranged for a meeting with the shopkeepers, informing them of the Resettlement Plan—including the entitlement matrix—that the KMC/KEIIP had submitted and committed to, in the Safeguards documents to the ADB. Since then the PAPs have submitted multiple requests to the Councillor's office, led by the Secretary of their local shopkeepers association (Banker Maath Babsayee Samity²⁸), (late) Manotosh Das.
- ⊙ In August 2019, four of the (atleast) 121 PAPs along the M.G. Road stretch: Malati Mondol, Montu Sheuli, Keshab Pal, and Ashish Mondal, attempted to submit complaints to the Councillor—captured in individually authored letters. Malati filed the complaint as the JCBs were almost at her shop, and she faced imminent displacement. They were turned away from submitting their complaints, and verbally accosted at the Councillor's office, stating

that there was no compensation, and that they should not be greedy. If they wanted to re-establish their shops, they would, according to the Councillor, have to cooperate and "behave". Following this incident, as their representatives, INSAF and NGO Forum on ADB scanned these letters and submitted their copies via registered post to the KEIIP Office, not only in an attempt to address the issues, but also, as a written record of the PAPs' grievances.

- ⊙ September 2019: due to continued efforts on the side of the representatives, ADB's SARD conceded to a face-to-face meeting at the sidelines of the NGO Forum on ADB's Annual Meeting in Manila, Philippines (18 September 2019).²⁹ They were joined by staff from the India Resident Mission and ADB's Project Officers stationed out of Delhi.³⁰ However, the representatives for the PAPs walked out of the meeting feeling it was anything but constructive; SARD reiterated the same talking points as the Resident Mission and the Project team—no displacements had taken place, the Project had caused only "slight inconveniences" for a temporary period to the PAPs, which had also been mitigated by providing potential customers with planks to access the shops [see Annex 1 Responses from SARD]

- ⊙ Upon receiving these responses, the representatives quickly communicated them on return to India, to the PAPs, who were disappointed and perceived the ADB's over (sole) reliance on the KMC/KEIP's narratives as indicative of the ADB's stance. Moreover, they were being constantly told that grievance redressal efforts were futile and would only result in further deprivation of livelihoods—rather, the only means out was via “cooperation” with project authorities.
 - ⊙ On 28 February 2025: in the course of the interview, we learnt about a more recent letter complaint that the President and Secretary of the local shopkeeper's association — as representatives of the 121 PAPs — had tried to submit at the KMC local councillor's office, in December 2024. Having learnt from all PAPs whom we interviewed that their one* demand was to “get their shops back”, and considering that it has been over five years since the complete devastation of their livelihoods, without any redress or response from the KMC/KEIP's side, we encouraged them to revisit the office with this complaint. The PAPs expressed their desire for us to accompany them as they have, in the absence of full disclosure of information about the Project, its scope, and their entitlements, been either driven away, shrugged off, threatened, or redirected to approach other authorities. They have also explicitly cited their fears of being confronted by private actors who are party loyalists [of the party that holds the majority seats within the Municipal Corporation, and the state government].
 - ⊙ 1 March 2025: we collectively visited the Ward Councillor, Christina Biswas' office to register our complaint, when the PAPs were first, confronted with non-verbal, intimidatory gestures (dismissive hand movements), and show of power (asking the rest of the PAPs to stand outside and only allowing the two authors to talk to the Councillor), and later, brutally shoved outside of the office. The Councillor's staff even demanded for us to erase the photos taken by us as proof of resubmission of the previous complaint from December 2024, since they were reluctant to give us an acknowledgment receipt as proof of submission [see Annex 2 for copy of resubmitted complaint]. Begrudgingly, the councillor called the Borough Chairman (Borough XVI) to check for his availability and told the PAPs in front of us to visit the Borough office on 3 March 2025.
- However, the same evening on returning, we were informed by some of the PAPs — whom we had also interviewed for this Report — that they were coerced by party loyalists into apologising to the Councillor, as she perceived our raising of issues and grievances concerning the project as “humiliating”. Momota Das, the wife of (late) Montosh Das, also informed us that unidentified party loyalists (male) arrived at her

residence late in the evening (post 7 p.m.) demanding information from her, of who her “guests” were, what was it that we wanted, what had we recommended, and what the PAPs planned on doing next. These menacing questions were enough to deter the PAPs from visiting the borough chairman, the next day (3 March 2025).

- ⊙ On the same date (1 March 2025), we also visited the KEIIP Office — specifically the Project Director and DG KEIIP, who told us that they did not have any information “immediately” at their disposal concerning the current status of the Project, and refused to answer if the Project was even ongoing, or had been taken over by another ADB-financed project or KMC-initiative. Since then, we have called the office several times, and sent two follow-ups emails, only to now be told that “[some unstated] action has been taken” without any further information on what that implies, to which authorities were our concerns forwarded—since we were never cc-d onto the email correspondence, what response was received, and how that “action” has played out / is going to play out on the ground level [see Annex 3 & 4 for renewed letter and follow-up respectively to the KEIIP]. We had sought a *four point-response* to our questions relating to the Project in our follow-up emails, and had also requested for a physical meeting—both of which were met with silence.

- ⊙ On 28 May 2025, following months of waiting, one of the authors decided to pay a visit to the PD’s office directly. The author was taken to a waiting room and informed that the PD KEIIP was unavailable at the time, owing to a scheduled video call. Nevertheless, the designated Law Officer would be available to join. The Law Officer requested despite the author’s insistence on taking minutes, that the conversation be kept off-record. Hoping for a more constructive discussion without fear of attribution of conduct, and for answers to the PAPs questions, the author conceded.

The author asked the Officer to apprise her on the current situation, and expressed her concern regarding the lack of transparency and information disclosure — including the unwillingness or inability to meet over extended periods of time, and refusal to divulge details as to the authority to which our previous concerns were forwarded, and what came of that. To this, the Law Officer responded (off-record) that our concerns had already been forwarded to the KMC, and to the Commissioner’s office; but the responses they had received (a grid-table from which he read a couple of sentences) could not be shared with us without the Commissioner’s concurrence and approval. The Officer responded that:

- 1) KEIIP had already resettled the PAPs identified along M.G. Road,
- 2) Once finished, the project site had been handed over to the KMC’s “relevant department”

- 3) The PAPs had received INR 15,000 (~203 USD) as “compensation” for the one month of income losses.

The author contested all the above:

- 1) PAPs whom we had met and interacted with, were displaced—whether purposefully, or because of lack of appropriate supervision over the contractors—and were never allowed to return. To make the claim that they had been proactively “resettled” is misleading and false.
- 2) As for the compensation, they were in such cases, as contemplated by the ADB’s Safeguards Policy, as well as contractual agreements, entitled to receive compensation for the unanticipated impacts and losses—which neither KEIIP nor KMC acknowledged. Instead, the INR 15,000 which also came months afterwards, and after the intervention of the SARD, hardly compensated for a month’s worth of income loss.
- 3) The author asked KEIIP for further information on the department that the project site was handed over to, and the dates on which the KEIIP project works came to an end, and on which the KMC-initiated separate project commenced.

Information to (3) was again unavailable, and the Law Officer responded that he did not possess the authority to ask such questions of the KMC. This is despite the KMC being a co-executor of the project. He also conceded that he had never been to the project site himself, and “could be” wrong concerning the project details. The author asked the Officer if there was a “safeguards officer” as per the loan and project agreement, to which he responded with a “maybe”, visibly looking confused. The author asked the Officer if he could get back to her with response to the queries—including, the designation of the Safeguards Officer and their name (if there existed one), the project dates [for the KEIIP and KMC projects] and the modalities for verification of Safeguards compliance in this case, to which he again responded, in a non-committal manner.

The following day, when the author called the KEIIP Office to follow up on these questions, she was told that the officer would respond, when he deems fit. The author requested for the name and contact details of the Safeguards Officer – if there were one — but was refused. The argument that these are public officers, fell flat and she was told that both officers (Law and Safeguards) have expressly asked not to pass on any further information.

FINDINGS

Finding 1

Violation of the obligation to abide by national laws, and incorporate Safeguards and other mutually agreed upon measures (under loan agreement, project agreement)

The Safeguards documents, and the contractual agreements explicitly mention that no civil works can proceed prior to the finalisation of the RP.³¹ The Final RP was to be submitted on the finalisation of the detailed measurement and survey (DMS) post-finalisation of the detailed design,³² and subsequently reviewed, approved and published by

the ADB. **However, as of the start of the construction, estimated at around November 2018—when the authors and CSO Representatives first visited the PAPs, the Resettlement Plan (RP) had still not been finalised and published. The status has not changed since then, despite the project having been “completed” per KEIP’s version.**

The latest RP available on the ADB website, dates back to March 2017, and is earmarked as “draft for consultation”. In this way, KEIP/KMC (EA), breached its obligation to prepare and submit the final RP, while ADB through the SARD

breached its own Safeguards, since it was responsible for reviewing, approving, and seeing to the publication of the Plan.³³ Breaches on the part of both parties, of their respective obligations resulted in a situation where the PMU and other responsible units at the KEIIP or relevant department at the KMC, **did not accurately predict the complete set of risks and impacts from the Project's construction and implementation, and instead understated the same as being either completely having been avoided, or minimized to the extent of causing "temporary income losses"**. The draft RP was never amended to reflect the true status in the project's progress, or problems encountered, including those resulting from modifications in design or at the implementation stage (see Finding 4). This understatement is visible in hindsight in the contradiction between the draft RP and the final Social Monitoring Report (June - Nov 2022) where the former put the number of days lost, if any, at 10 days, whereas the latter conceded that the number of days lost were at least 30.

A closer look at the draft RP shows how the KEIIP/KMC's misplaced assessments concluded with an overreliance on mitigation measures, and exceptionally, on compensation for "potential" temporary income losses³⁴, that would more than likely (in their opinion) not materialise.³⁵ The Safeguards documents, and contractual agreements explicitly mention that there cannot be any physical or economic displacements, prior to the provision of compensation or other entitlements, in accordance

with the final RP³⁶. **However, the misplaced assessments within the draft RP allowed for a situation where the KEIIP/KMC could continue with business-as-usual, claiming that considering their meticulous mitigation and management plans, there arose no need to pay out any compensations in the first place; the "potential" temporary income losses never materialised.** It is on account of these misplaced assessments that we see the KEIIP/KMC conceding to having paid a compensation amount of INR 15,000 to the 121 listed PAPs—not prior to or within a reasonable period of time after their displacement between March and August 2019, but after two years from the fact (in March 2022), and the ADB overlooking, or condoning this.

Aside from designs and advanced equipment as mitigation measures, KEIIP/KMC committed to assist mobile vendors and those with temporary structures in moving away from the project site prior to the period of construction and then back, after the civil works for the stretch was completed.³⁷ However, PAPs whom we interviewed reported that, not only were they asked to dismantle and carry their shop materials at their own expense, they were also disallowed and even detained, when attempting to set their shops up again after the works had been completed.

Even if the RP (draft) by its own shortcomings, did not contemplate income losses beyond those that were "temporary", the ADB's own Safeguards provisions which forms the basis of ADB's

financing activities and borrower/EA's compliance (and trumps the borrower's Safeguards documents)³⁸, would require both to account for and remedy the long-lasting and permanent impacts from economic displacement, beyond 30 days (now standing at six years).³⁹ At the least, the Safeguards require the EA to reinstate those who might have been displaced, which the KEIIP/KMC has also failed to take responsibility for, in this case.

Instead, when asked about reinstatement and compensation, KEIIP/KMC has strictly disregarded these PAPs—who by their own admission, had been legitimate stakeholders and rights holders for all purposes, until they demanded their entitlements—as “squatters”, who must instead depend on the authorities’ gratis. These shopkeepers and vendors have been conducting their livelihoods along the M.G. Road, for no less than 20-30 years. The ADB’s Safeguards 2009 clearly state that compensation cannot be withheld from PAPs merely on the basis that the PAPs do not hold legal titles. In addition to payment for the temporary income losses, and the obligation to reinstate in a condition which is comparable to (if not better) than pre-project levels, they were entitled to compensation for damage to their structures; which is not contingent on legal titles.⁴⁰ In addition to violating ADB’s Safeguards 2009, these actions by authorities directly contravene national laws⁴¹ and established jurisprudence—starting with the Supreme Court’s *Olga Tellis* judgment, which held that state actions against street vendors’

livelihoods violated their right to life and mandated procedural protections, including that no eviction may occur without due process, such as prior notice; and the Street Vendors Act, 2014. These shopkeepers and vendors had to remove their structures at their own expense, in the blink of an eye, at the instructions of the contractors who the PMU had the responsibility to oversee; whereas the Safeguards guarantee even those individuals who have settled in the project area after the announcement of the cut-off date (and are ineligible for compensation), prior and adequate notice, as well as assistance in vacating the premises, and dismantling their structures.⁴²

Finding 2

Violation of obligation to disclose all information and engage in consultations

Following the obligations under the ADB’s own Safeguards (2009), the EA’s Safeguard documents commit to intensive consultation and information sharing, right from the start of the project cycle—including in the preparation of the Safeguards documents themselves, such as the RP.⁴³

The RP(draft) claims that the EA(s) have consulted all stakeholders: local peoples, residents, “other important stakeholders” who expressed concerns around temporary income losses, but also around connections to WSD facilities and their affordability. The EA committed to actively disclose and

disseminate the RP along with the list of compensation and/or entitlements, and other details concerning the subproject, in Bengali, including through copies of the original documents at public offices or distribution of leaflets to affected peoples. List of all officers involved and the GRM hotline numbers, were to also be provided as part of the information disclosure process.⁴⁴ Per their commitments, these institutional structures would be set up prior to the loan negotiation period.⁴⁵

However, interviews with PAPs revealed that this was not the case—PAPs kept referring to the activities as “pipe boshanor kaaj”, unaware of the KMC/ KEIIP’s involvement (barring one; Secretary of the Babshayee Samity, late Manotosh Das), ADB’s role in financing the project, mitigation and management measures to avoid impacts (including project implementation at intervals to avoid complete economic displacement), their entitlements to compensation, assistance, or resettlement, in case of losses, and the appropriate grievance mechanisms at their disposal. Not only has this lack of information permeated the initial stages of the project; this continues to be the case even now, where communities and community representatives are being denied information as to the status of the project, including whether the Project is still in operation or has concluded, if the Project has changed hands, if yes; on what date, and who has taken over the Project, or if the Project has been replaced by another ADB-funded project.

Finding 3

Violation of the obligation to guarantee access to grievance redressal mechanisms

It is no surprise then that the ADB did not find substantial grievances registered at the Project’s “three-tier” grievance mechanisms on inspection, since those with grievances were **unaware of authorities that they could approach in the first place**. The lack of information disclosure and consequent lack of access to GRMs meant that communities kept revisiting the ward level officers (KMC), who would either reject complaints, (mis)redirect them to the Police station, or falsely tell them that they were not eligible for any entitlements; and that their livelihoods stood at the mercy of state discretion. PAPs also reported being threatened from submitting complaints, primarily by private actors affiliated with the party in power, or with the position-holders (see Finding 6).

While this was the PAPs’ experience in submitting complaints at the local level, when we, the authors and CSO representatives, recently went to forward the former’s concerns at the KEIIP office, we were confronted with similar techniques to dissuade us from complaining: we were asked to provide them with the very information that we were seeking (such as a complete list of sub-projects in the area) and were told that “squatters” did not have rights, and that the national laws were only for the books—indicating clear disdain for the rule of law and due process.

Our requests for information were not only unanswered, but we were also not informed of the status of “some action” that had been taken towards our complaint. Whereas the Safeguards documents as well as agreements clearly provide that any action taken in respect of grievances will be communicated to the aggrieved parties.⁴⁶

Finding 4

Violation of obligation to see that all Safeguards provisions have been complied with, prior to handover of the project

The ADB’s Safeguards 2009 and the project and loan agreement mandate the counterparties (ADB and the EA) to follow the Safeguards throughout the project cycle, including at the stage of decommissioning.⁴⁷ In compliance with the same, the safeguards documents (Draft RP) commits to reinstate the shopkeepers and vendors to their original sites of commercial operation, once the project construction is declared completed.⁴⁸ However, our interviews revealed that PAPs were not only denied compensation for income losses throughout the period of construction—on account of the EAs’ lack of supervision and subsequent non-admission of failure to do so—or assistance, they were also prohibited from returning to their sites of operation, and resurrect structures at their own expense.

When inquired why this was the case, officials at the KEIIP office, including the Law Officer told us that PAPs had already been resettled—directly contravening PAPs’ statements—and further, that “one of KMC’s Departments” might have commenced different works, unrelated to the KEIIP Project at the same site. However, when questioned further regarding the dates on which the KEIIP completed the sub-project, resettled the PAPs, and when the KMC commenced different works the KEIIP officer had no response. Instead, the Law Officer told us that he did not have the authority to call for such information from the KMC; although the information regarding the KEIIP’s completion and date of resettlement should have been at their disposal already. This would have allowed us to verify whether the KEIIP’s assertion was true, or whether the project site passed hands from the KEIIP/KMC to the KMC, with the latter using the now empty space—where it held the responsibility to resettle the PAPs—to forego its obligations, and fast-track the new project. Moreover, the KMC being the co-executing agency in this Project (alongside the KEIIP) cannot claim absence of knowledge as a defence to forego its responsibilities towards the PAPs. **In other words, even if we were to take the KEIIP’s claims at face value regarding a new KMC-executed project, this would still not absolve the KEIIP/KMC of their liabilities for not having appropriately re-settled the PAPs from the current Project, which in turn provided the latter with the opportunity to do away with all due process requirements for the subsequent project.**

Finding 5

Inadequate supervision and the failure to take corrective actions and plans, or to bring negative impacts and risks to the ADB's attention

ADB's Safeguards, as well as the project and loan agreements for the KEIIP Project clearly state the obligation for the EA (KMC/KEIIP) to ensure that the bidding documents and work contracts executed with selected contractors, incorporate the former (environmental and social safeguards), and the Borrower/client prepared Safeguard documents—including the IEE (Initial Environmental Examination), the EMP (Environmental Management Plan) and the final RP (Resettlement Plan).⁴⁹ The EA is obligated to exercise the same supervision, and impose the same reporting obligations over the contractors, as that exercised in turn by the ADB. It also requires the EA to set aside adequate resources for their implementation⁵⁰—**indicating that the lack of financial resources should not be used subsequently as a ground for non-delivery on its obligations.**

The Safeguards documents required the KEIIP/KMC to handover the all alignments and thoroughly apprise the contractors over them, after first paying compensation to the PAPs.⁵¹ However, PAPs whom we interviewed reported that the contractors brought their JCBs menacingly close to the former's shops and continued proceeding along the M.G. Road stretch, without further notice. PAPs when questioned, responded that they were not apprised of the construction plan and timelines during the farcical "social hearing" that they had been invited to, at the

Councillor's office—meaning that they were more susceptible to believe the contractor, and go by word-of-mouth. The contractors never informed them of the plan of execution, and some even actively misrepresented the construction plan—claiming that were the PAPs to not dismantle their shops and shift at their own expense, they would enjoy no protection against the possible destruction of their structures. **This demonstrates that the contractors were not fully apprised upon the design and construction requirements, nor the Safeguard documents' implementation, and were instead, left completely unsupervised.**

The agreements (abovementioned) also state that whereby any breaches—even unwittingly—occur, or where there are any previously unanticipated risks and impacts that materialise, the EA is expected to promptly take measures to inform or report, and redress, through the preparation of a corrective action plan.⁵² **However, no such incident reports have been recorded and published concerning the "unanticipated" uprooting of over 121 PAPs livelihoods.** Even the Safeguards Monitoring Reports around Resettlement are painfully silent on the wide scale displacement caused as a result of the Project's execution, and even go as far as to misrepresent the ground reality. As one of the authors for this Report gathered (off-record) — a designated high-level officer within the KEIIP conceded that he has never been to the project site himself, and is unaware of the basis of the "Safeguards Officer"'s conclusions: whether it was conducted via field-visits, or simply based off of contractor submitted reports.

Furthermore, the author's exchange with the Law Officer, also raised questions about whether there exists a designated Safeguards Officer/Specialist for this purpose itself.

The Social Monitoring Reports, including the latest from June 2022 until November 2022, claimed that the Social Monitoring Unit (SMU) has conducted regular site visits and also oriented the contractors on social safeguards issues, per requirements.⁵³ They have also continuously claimed that alternative arrangements had been made for the 121 PAPs, including amongst others, provision of wooden planks for ease of pedestrian access to the PAPs' shops. In our conversation with Pankaj Boral, former President of the Babsayee Samity, we asked if the wooden boards on which the lottery tickets he now sells, lies, had been provided by the KEIP; he scoffed at their collective situation and responded, that all materials: the chaatas (umbrellas), the stools, the thelas (carts) that the PAPs have been using, have all been procured at their own expense, with no support whatsoever from the KEIP/KMC.

The Monitoring Report admits that there were no adverse findings during their site visits, and while there were temporary income losses, PAPs whom they have supposedly been in consultation with, "spontaneously expressed their consent and support towards the project".⁵⁴ It further goes on to claim that compensation, per the RP entitlements, at INR 15,000 per person, has been paid for 30 days of temporary income losses.

Notwithstanding the fact that INR 15,000 is a gross underestimation of the temporary income losses sustained, the Monitoring Report also fails to disclose the series of events leading up to the compensation being finally paid out—the sustained efforts of the affected community and their CSO representatives, including taking the matter at the SARD levels.⁵⁵ It completely omits facts that the PAPs were economically displaced in 2019, whereas their "compensations" were paid out only in 2022.

The same Monitoring Report also mentions that both the water supply (main transmission line) as well as the sewerage and drainage pipe installation works were simultaneously implemented, along the Right of Way (RoW) to avoid permanent or long-lasting economic impacts.⁵⁶ However, the PAPs' responses refute this claim. Per their statements, they were first displaced on account of an initial set of "pipe-boshaanor kaaj" (or pipe-laying works), and then actively disallowed from returning to their sites of business. For a fraction of PAPs who did return and re-start their businesses out of more temporary structures—they were again displaced on account of a second set of pipe-works.

Finding 6

ADB's failure to develop KMC/KEIIP's capacities despite over a decade of engagement:

Throughout the project's progress, ADB has considered the implementation of the project as above satisfactory, marking both physical progress and financial utilisation of the amounts disbursed, as well as increased project handling and longer-term operational capacity within the KMC — the latter being one of the outcomes of the project. Our findings however have been to the contrary, rebutting the claim that the increased staffing, or reporting within the KMC or KEIIP alone, stands as a marker of their ability to handle and be entrusted with large-scale projects. We found that the **project actors at the KEIIP office, as well as the local grievance mechanisms, were not aware of their obligations towards the PAPs, and the current status of the project, rejected all grievances from the PAPs, or sat on them for multiple years.** After our engagement with the PAPs, we were also informed that private actors affiliated with the ruling political party—which also leads at the Municipal levels—or with individual office bearers, threatened the PAPs to withdraw and not proceed with their complaints. Doubtful of any possibility for resolution at the local levels, we approached project EA, KEIIP.

However, here too, the Project Director's comments when asked about the status of the 121 PAPs along the M.G. Road, Bank Plot, **reflected lack of knowledge of both, the national laws, as well as ADB's Safeguard Policies and conditions of the loan agreement, that**

explicitly mentions the entitlements that PAPs are eligible for. We were instead summarily told off, claiming that "squatters" are not eligible for any compensation or other entitlements. Further, the discussion with the project director (and subsequently, other KEIIP officers) also **reflected lack of knowledge regarding the current status of the project: a simple request for a clarification as to whether the project was still ongoing, could not be answered.** This is despite the fact that the PMU led by the Project Director is responsible for the day to day management of the Project, and for ensuring that all other actors are in compliance with the agreed-upon Safeguards, including on Resettlement. At the local (municipal) level, we found the office bearers and peoples' representatives to be completely unaware of the KMC's role as an execution agency, and instead seeking to separate the KEIIP's work and organizational structure completely from the KMC. We believe that this attitude from the KMC office bearers reflect either complete lack of knowledge, and/or willful misrepresentation to also dissuade complainants from submitting their complaints by exhausting all their efforts. These are compelling grounds for claiming that it was the behaviour of the KMC/KEIIP staff that dissuaded the PAPs from registering any complaints again—and not, as per your assessment, the fact that there were no grievances to register, since the project's implementation was satisfactory. Our findings also indicate the failure on your part to build capacities of the KMC/KEIIP at project implementation—including, in following Safeguards provisions.

Interview 1

Occupation: Unemployed | Widowed wife of Manotosh Das, the Secretary of the local Shopkeepers' Association

Prior to the KEIP's implementation, (late) Manotosh Das ran an electrical shop. His shop stood over the canal, and saw quite some foot-fall, as did the other shops along the stretch of the M.G. Road. Manotosh's wife, Mamata Das, described to us how those implementing the Project on-ground and the contractors (or their subordinates), never passed on the instructions they received from the Project EA—neither Manotosh nor the rest of the shopkeepers, had *full information* regarding the process in which the Project would be implemented. Instead, they were asked to either

dismantle their shops, at their own expense and move, or else, the shops would be inevitably removed by JCB machinery. When asked if this information had instead been disclosed during the “social hearing” or “consultations”, Mamata told us that all shopkeepers had been invited to the Town Hall, without clarity on the agenda of the discussion. The process was far from consultative — neither were they explained the scope, timeline, or impacts from the Project, nor were their opinions regarding the Project solicited. They were only informed of the Project's existence, and asked to “cooperate”. When one of the Authors of this Report visited the site area in 2019, she found that no pamphlets or verbal notice regarding the project had

been provided to the shopkeepers, even though their names figured in the safeguards documents — they were not even aware of the name of the project, or the financial link to the ADB.

Manotosh dismantled his shop at his own expense under the belief that the use of heavy machinery by the project implementers and contractors could cause complete loss and destruction of the structure's components. Mamata says the contractors assured Manotosh that the move would only be temporary: they were excavating and laying the pipes at 100 metres intervals and as soon as the pipes were laid and the ground covered, he could resume business. There was no further information provided on the plan of action around how Manotosh and the other shopkeepers could *recover from the loss and damage* sustained for the unspecified time period that they were asked to move, or on *alternative sites* to conduct their businesses.

In *absence of such assistance or information* and after waiting for over a year, Manotosh returned to the same spot where his shop stood until some time ago to rebuild the structure at his own expense. After encountering state apathy for long, he was subjected to the *full force of the law enforcement and detained* along with the daily wage labourers he had brought, to rebuild his shop from the recovered components.

Mamata recounts the economic distress as well as the threats encountered from state and non-state actors linked to the project EA (KMC):

"We had to sell our jewelry to arrange for a small shop. But after buying all the materials to put the tin roof, my husband was detained and taken into custody — he is a senior citizen...they asked for INR 25,000 (~351 USD) [for bail]. He wanted to complain, but the labourers were also detained. They were costing us INR 500-600 per day (~7-8 USD). Finally, they were left at 12 a.m. from the Keorapukur Thana (Police Station). Everyone has now switched to the thela (hand-pushed carts for vending)"

Manotosh passed away due to unaddressed medical complications early December 2024. His medical diagnosis was reversible— only if the family's only source of livelihood had not been taken away from them. After Manotosh's passing, his son has become the breadwinner of the house, but his employment status is precarious. Mamata says that the electrical shop that her husband ran before earned them well, as passers-by could stop in front of the shop, and test the electrical equipment

before buying them. However, after the forced dismantling of their shop, they have had to resort to selling the equipment, and providing electrical services from their house — a pucca structure that stands inside a winding gully, next to the under-construction STP. Mamata herself contributes in whatever way she can, through the Laxmi Bhandar

scheme (meant to provide up to INR 1000 or ~11 USD per month to eligible women). Despite being a widow, she is not entitled to the Widower scheme which is also a GOWB initiative. Although not written into the schemes themselves, in practice, availing pension from one scheme excludes the beneficiary from the other.

Sumitra Mondol at her makeshift tea-stall on a table with her husband.



■ INTERVIEW 2

**Occupation: Presently Tea-seller |
Sumitra and Durga Mondol, former
owners of a larger restaurant**

When one of the Authors first visited Sumitra's shop in July 2019, the shop stood on the M.G. Road as a full-fledged structure, from which Sumitra and her husband ran a restaurant. They had conducted their livelihoods and lived out of the same shop for 25 years, first renting it for five to eight years, and then buying the shop eventually at a cost of INR 12,000 (~168 USD). The shop extended backwards, and doubled as a housing space for Sumitra, her husband, and once, also her younger son (then aged four or five years old). None of the several due diligence reports, and

resettlement plans that were submitted, and agreed upon by the KMC, KEIIP and the ADB, or the semi-annual monitoring reports that were prepared by the former two and later supervised by the ADB, had captured these *multiple vulnerabilities* within their assessments or reporting.

Sumitra refers to the KEIIP implementation as the "big pipe-laying" process, in the *absence of full information and disclosure* around what the "Project", its scope, timelines, and financing links were. *Compensation was not even uttered in the process, and Sumitra, and the others had no knowledge of their entitlements.* During the KEIIP's implementation, Sumitra's shop was one of those that were asked

to “move” by the project implementers and contractors, *rendering them without a livelihood or housing*. Sumitra says they had *no other choice* as the contractors told them that half of their structure would have to be cleared anyways.

“Chaal kete dite hobe, shohojogita koro, kichuta korbo [we need to cut off the roof, cooperate with us, we will also do]” Sumitra reasoned what good half of the remaining structure would do, if the other was cut down. *The contractors also made no mention of damages if the structure was damaged in the process*. At the time, Sumitra and her husband thought it made more sense to take down the bamboo and the asbestos themselves, to which the contractors agreed they could do.

For days afterwards, Sumitra recounts, she and her husband slept on the street, over a spread plastic and tarpaulin. They lived on the street this way for two years, until one day the KMC authorities and the Police ordered them to remove the plastic.

Sumitra Mondol at her makeshift tea-stall on a table with her husband

We asked Sumitra if she had tried to access the PMU-set up “Grievance Mechanism”, which ADB happened to find had received no major complaints. Sumitra told us that she had visited the local councillor’s office (KMC) several times, where she was told that they are undocumented, and was *always redirected to the police station*. In the absence of any further information on the project, or over “grievance mechanisms” (which offices to visit, which authorities to complain to), Sumitra had accessed the forums that were known to her, without

redress. Moreover, Sumitra was one of the attendees who had been called for the “social hearing” when it took place in 2019, in the Town Hall, informing them of the pipe-laying works. To then deny the de-facto presence, and entitlements of Sumitra and the rest of the shopkeepers, and for the ADB to overlook the implementation of the resettlement plan—is baffling.

In 2021, after repeated visits of one of the Authors to the project-area and discussion with the PAPs, the latter filed a complaint through the author to the ADB Operations, demanding compensation for their income losses over sustained periods of time.⁵⁷ Sumitra said the complaint triggered *some responses* at the ground-level:

“We were told, gumti banie debo [we will make shops for you]. They took signatures, and photos of everything — of us individually and us as a couple. Sometimes they took photos of the son, or of my husband making tea, and me helping him.”

However, Sumitra does not recollect who these authorities were, as they had not identified themselves.

Due to her long-term business and goodwill in the area, both husband and wife managed to find a one bed-cum kitchen-cum living room structure, that they now live in, along with their grand-daughter, paying between INR 3000 and 4000 per month (~34-46 USD). With her husband's increased ailments, the primary responsibility for running the household as well as the shop has now fallen onto Sumitra. She describes:

"I wake up at 3 a.m. in the morning to accommodate the household chores like sweeping floors, do my religious rituals. My husband cannot assist me anymore. I work from 3:45 a.m. until 12 p.m in the afternoon, and again from 3:30 pm until 8 pm in the evening."

When asked why she must start her work at 3:45 a.m. in the morning, she responds that her main customers are truck drivers who pass by the area at this hour.

But the two are apprehensive over how long they will be allowed to continue even with this tight arrangement. Sumitra and Durga told us that the road widening works are happening such that there is no space left for them to sit. Their fears and apprehensions are bolstered by warnings received from the local party loyalists (to the ward councillor) that all those perceived as having grievances, would not be allowed to operate their businesses even under tarpaulins and plastic umbrellas.

INTERVIEW 3

Occupation: Tea-seller | Sukhdev Sikdar & Kanika Sikdar, former owners of a furniture store

Sukhdev Sikdar and his wife, Kanika Sikdar ran a furniture shop along the M.G. Road. Their shop had several wooden items including chairs, sofas, and cots. Both husband and wife now make a living selling *cha* (tea) and biscuits out of a makeshift structure. Additionally, they also offer items like *parotta*, *ghugni*, and rotis. Kanika Sikdar told us that sometimes, they sell up to three kilos of atta and maida rotis. Despite that, the couple still retains the hope to be able to return to running their furniture shop again. Just outside their house sits what used to be the shop; all items - chairs,

half-finished cots, sofas - tucked into a shed, rotting away since they had to dismantle the structure at their own expense several years ago.

We asked Kanika Sikdar when she first received information about the project, and whether and (if yes) when she received notice to move, dismantle or relocate their shop. We also asked her if they had heard anything from the project implementers or contractors about when the pipes would be laid, and when they could resume their businesses. She responded that her shop stood at the further end of the road. Once she noticed that in the course of “pipe laying” works, the project implementers or contractors had dismantled the structures, damaging

the components, or shopkeepers had, given no other feasible choice, removed the structures themselves and stowed everything away somewhere safe, she decided to follow the same. She had no information at the time over when the project proponents would be coming to her side of the road, or how many shops had to “temporarily” go. Like Sumitra, Kanika told us that those who came to the area, never identified themselves and she does not know if they were affiliated with the Party [Trinamool Congress that runs the KMC] or KMC authorities (state agents). Whoever they were, they told her that the shops would come back again, in one or two months.

Kanika told us that she and her husband along with some other members of the local Shopkeepers’ Association had also

approached the Councillor with (late) Manotosh Das leading as the Secretary, without any response or redress. She also confirmed Mamata Das’s statement regarding the use of state (police) and non-state actors (party affiliated workers) to keep the shopkeepers away from returning to their business spaces, and the specific incident when Manotosh along with two daily wage labourers were detained and held in custody:

“Manotosh had come afterwards with mistry and bamboo, but police came and took him to Haridapur thana, and then we were all scared. Police said, you can’t even put chata [umbrella], only wood.”

Interview 4

Occupation: Tea-seller, former owner of a Restaurant | Malati Mondal

Malati Mondal described how her late husband ran a modest hotel-cum-restaurant along the length of the M.G. Road, selling rice, fish — everything. Malati and her husband first set up the shop's structure on the M.G. Road, in 1992, starting off by selling tea, biscuits, pens and notebooks before moving to tiffin services, rice, and finally, the roadside hotel, that would in 2019, be destroyed in the course of the KEIIPs implementation.

After her husband's passing in 2012, Malati taught herself how to manage her late husband's hotel business. Malati recollects that when she started, she didn't even know how to count, and would frequently be duped by customers who would leave without paying for the food. Nevertheless, Malati struggled, working long hours. She would begin her day at 3 a.m. before finally returning to her house past midnight, when she would have to perform care duties, like washing utensils at home, and getting ready for the next day. The income from the hotel made it possible for her

Malati Mondol offering her customers tea, out of her now tiny tea stall against a wall.



to single-handedly raise her children (a son, and a daughter) and also send them off to college — something that would no longer be possible from the income she now makes, selling tea from a small shack.⁵⁸

During the lockdown, Malati's business had already suffered a blow. She told us that most of the food would go unsold, and she would beg people on the road to take the excess. When asked about how she lost her hotel, she told us:

"Because of the pipe-works that crossed the people.. one person suggested I go on the street and ask.. Officer asked to move all the shops. TMC-people said to remove everything. I had to beg for money to pay people up to INR 15,000 to remove the structure [hotel]..It was a big hotel and I needed quite some people to remove it"

We asked Malati what she did afterwards to earn her livelihood. She responded:

"I brought back some of the materials and made a gumti (a small roadside stall), but I was asked to remove it. The contractors asked me 'why did you put it up again?'. [After that] I would stand on the road [M.G. Road] with tea — I used to get a kettle and stand with tea, offering it. If asked, to avoid being chased off, I would say I was there to serve tea to the Corporation people"

When asked if she knew when she could go back to resuming her hotel business, Malati answered that the contractors never told her when she could put her shop up again. As for the status of the works, "some" works like drilling, are still continuing even six years later at the site.

In 2019, Malati Mondol became one of the four complainants⁵⁹ against the KEIIP project, that was written to the Councillor, scanned and followed up by one of the authors of this Report, and forwarded to the KEIIP Office, and the SARD at ADB; resulting in a meagre relief of a month's loss of income (INR 15,000 or ~203 USD).

In the course of our interview, we also had the opportunity to speak with an acquaintance of Malati, Montu Sheuli, who had also dared to put in a complaint. Montu had a "bag-er dokan" [bag shop] prior to the KEIIP's implementation. He informed that the previous councillor had assured them that if they were to

dismantle their own shops for now, they could return once the pipe-laying works were over. At this point, another person intervened to add that they were told that the shops would need to be broken [for the works], at 200 ft-stretches at a time. But instead of doing what they claimed in their implementation plan—the executing agencies continued with the pipe-laying works along the entire stretch of the road ("running e kore dilo, aar shobai ke chole jete holo").

We asked Malati and Montu how they came to submit the complaint: Malati said she had been to the Ward Office several times only to be told "jaao, baari jaao, ekhane kichu hobe na" (go, go home, nothing will happen here). We asked if this meant that they wouldn't accept her complaint. Malati confirmed. She also answered that there was no other modality through which she could have registered or dropped a complaint, like a grievance/complaint box. But, "Chithi jaanate, shobai ke daak koralo office theke" (as soon as the complaint letter went, every one was called").

However, their ordeal did not end at that. Malati and the other complainants were red-tagged as "nuisance creators" for submitting the complaint. Even while handing out the INR 15,000 owed to the PAPs as a matter of right, they were told:

"kichu dustu lok chilo, didi chilo, ami chilam, aar.() chilo.. Bollo ei du teen jon chilo, nahole amra toh emnitei taka ta ditam [there were some nuisance creators there, otherwise we were anyway going to pay out the money]"

They were not told that the INR 15,000 was compensation owed, lest it becomes an admission of liability. Rather, this was for “dokaan bhangano” (dismantling of shops). When asked why they were not willing to put in another complaint, they expressed fears of being further targeted and being stripped off whatever little “privilege” to vending was bestowed on them⁶⁰.

As Malati, Montu, and other former shopkeepers gather at her tea stall, they observe that the pipe-laying works have now been succeeded by newer works, including widening the road. While the councillor previously asked them to wait (indefinitely) until the completion of first one and then another pipe-laying work, and then until the completion of the road works. These plans were not communicated to the PAPs ahead of their coerced removal. None of the PAPs know whether this road-widening is under the KMC’s own initiative, or part of another, externally-financed project. Today, no one even acknowledges their former status as roadside shopkeepers. Their involuntary resettlement out of the area in the course of KEIIP ensured that the executing agencies had an easier task ahead of them. As it appears from the ADB’s project documents, the same site is currently under the ADB financed—(KEMP) project.

■ Group interviews (6, 7 & 8)

Occupations: former owner of a Mudi-khana (variety store) and electrical shop, now tea-shop owner | Shibash Majumdar, Shujon Pal (respectively)

We met Shibash Majumdar and Shujon Pal, at Malati's tea-stall. Shibash Majumdar had been running his *Mudi-khana* for 12-14 years, before the KEIP destroyed his livelihood. Shibash told us that the "outcomes" from the pipes and road-works have only benefited those wanting to use the road as a parking space, at the expense of those whose sole source of livelihood depended on shops on the land. That the land is government-owned is not lost on him:

"Amader kono value nei... doka nei value nei..Amra PWD'r jomi te aachi..Amader pethe laath mere lok joner parking bhalo koreche (we don't have any value, no shop no value. We are on Government lands. They have made parking arrangements better after kicking us in our stomachs)"

He also says he is not aware of any circular or laws. Perhaps if he knew that, he would have known that the EA had never, until after their displacement, challenged the legality of their shops'

operation on the land, including at the stage of concluding the financing agreement with the ADB. Rather, KMC/KEIIP committed to ADB's safeguards as a whole, which requires the project proponent to have in place resettlement measures (in this case on account of the commercial structures), irrespective of whether the land is owned by the individual.

Both confirmed that the dismantling of shops (and afterwards, involuntary resettlement of the PAPs) happened under the contractor's sole notice and instructions—a day or two prior to the actual pipe-laying work—that they would have to move at 200 ft-stretches to make way, temporarily, or face greater losses from JCBs running down the area. Subsequently, the lack of oversight or willful omission on part of the project

proponents ensured that they would no longer be reinstated or allowed to return to their original vending spaces. When asked why nobody took the responsibility to inform them of their right to return, they said:

"Nobody came [from the corporation] to tell us the series of projects happening in the area. Even in the list, our names, shops are all there..Manotosh had the list. Contractors are also divided in terms of areas, they are not doing the whole work. Who should we hold accountable?"

Both Shibash and Shujon, have now resorted to selling tea out of makeshift-plastic shelters or umbrellas on the road, since they have no other skills for

President of the local shopkeeper's association, Pankaj Boral, at his temporary lottery shop.



alternative options. When they had their own shops of concrete, they could rest in the afternoons inside their shops, or take longer breaks, after locking the shutters. But selling goods out of makeshift structures meant that they couldn't keep anything of value—like utensils, or electricals—lest they get stolen. Now, they would also have to bring their wives to guard the shops while they took rest, setting back their hours for care-giving duties.

With his meagre income, pulling a family of three became difficult. Shibash says that he could no longer support his son's education. His son completed graduation, but since then, has been

forced to work with an FMCG-based gig platform, Big Basket, working over 13-14 hours a day, but earning a mere salary of INR 13,000 per month (~149 USD). The lack of livelihood has brought about further economic insecurities, leaving zero liquidity for the PAPs:

"Loans have been cancelled, because I no longer have a shop.. How can they even do verification? As part of a [GOWB] scheme, my first loan of around INR 10,000 (~114 USD) was sanctioned, but the latter amounts of almost INR 20,000 (~229 USD) were cancelled for this reason."

■ Interviews 9 & 10

Occupation: Tea-sellers, former owners of a Furniture shop | Shuklal Dhar, Dilip Gharami

We met Shuklal Dhar, Dilip Gharami, and Indra Guchait, on the same day as the others, at another PAP's tea-stall. Dhar and the others have been conducting business in the area for 35-40 years now. Dhar's father owned a furniture shop that had been passed down to him—the same that would be destroyed during the KEIP's implementation. Dhar told us that [they] would repeatedly respond that the PAPs would be allowed to return, or their shops restored (without further clarity on which of the two) in two to three months. Yet, *"du teen maash kore kore, paanch*

bochor hoye gelo [they kept saying two, three months..but now it's five years]". While the pipe-works have finished, the Councillor keeps telling them that "works" are still pending. Now, they are awaiting the road expansion to complete. The roads had never been mentioned at the time of pipe-laying.

The PAPs are doubtful they will ever be allowed to return, let alone resettled—once the pipes were fitted, immediately the road works began, with the PAPs never being acknowledged in a single monitoring report that the EA sent to the ADB. The road boundaries that stood at the halfway mark, relative to the present width, were widened and

levelled, after covering the entirety of the Churial canal, an open waterway which allowed most of the area's rain water to flow through safe passages. In one of their last conversations with the councillor, they were redirected to the police station when they went to present a letter complaint. The station officer told them that their efforts were futile, and they were now largely at the mercy of the Mayor:

"The letter [we presented] was for the return of shops... [We were told that] Councillors also can't do anything, only Mayor (Bobby) can. We were not allowed to submit complaints. Nothing was told about this number that you can access, or go to this place...[for seeking redress].. We trusted them, believed in their authority.

It was only when the Author came, and supported the community by forwarding the letter to the SARD, that Dhar says, a call came from the Ward office. Otherwise, the EA has since their involuntary resettlement, and through the rest of time, kept reminding the PAPs that so far they have enjoyed their livelihoods, as the KMC's largesse.

When asked what redress they would like, they respond: *"the shops...we don't need big ones, even small ones if we can have, are enough"*

Interview 11

Occupation: Lottery-stall operator, former owner of a tailoring shop (Pankaj Boral)

Finally, we met with Pankaj Boral, President of the Local Shopkeeper's Association. Pankaj Boral had his own tailoring shop and had been conducting business there since 1986—close to 35 years, until the KEIP's implementation. He started a lottery shop recently (October or November 2024) on the roadside, sitting on a wooden bench, before a wooden stall and plank atop where the cards lay.

President of the local shopkeeper's association, Pankaj Boral, at his temporary lottery shop

Boral and his younger son are the breadwinners of the four-member household. When asked how his lottery shop was running, Boral told us that it was running ("cholche") but his expenses were too many: his older son has been bedridden since COVID, and while initially consulting at *B.P. Poddar Hospital*, he was now unable to afford the medical services there. We asked him if he couldn't return to tailoring. Boral said no, "they" wouldn't allow him. Since the wooden stall could simply be removed anytime, this option was easier. He also gave the example of Manotosh, who had been arrested for trying to erect another structure atop the previous site.

Boral and the others had applied for a vendor's license in 2015, much before the KEIP's commencement. They have a copy of the letter that they had applied to the Corporation and then to the Police Station, but not the license itself, as they never received a further response. This lack of documentation—a widespread reality across India, has created precarity for those with long-standing business operations on government-owned lands. We asked if he could re-create the events that led to the displacement, including whether there was anyone who had come to visit and explain the scheme of things to them:

"No, they [Councillor] did not come themself, we were called to the Councillor's office. They were borough chairman then. They said immediately after the pipes were set, they said, give us three months..then we will fill up the excavated area and you can sit.. They hadn't said anything [about compensation], only that if they did it, they would break everything, so better we did it ourselves"

But then, as the other interviews recall, the EA continued the work altogether, instead of splicing up the area. Boral and

a couple of other shopkeepers, he says, returned to the site after the first set of pipe-works were put in place. Then came the other set from Bank'r maath (carrying the waste turned into cleaned water).

This time they were displaced all over again. "Party people" did not allow them to stay, or return, he says.

One of the author's efforts in convening the shopkeepers, and making them aware of the Project and their entitlements on paper, resulted in the INR 15,000 — but Boral and the other shopkeepers were not told what this money was for. Instead, those who paid out the monies resented that they had to pay out this amount because of the complaint, inspired by the peoples' convening, and also made full efforts to red-tag the author:

"When Didi [Vidya Dinker] first came, spoke to us, explained to us, they had told us that she is a BJP person stirring trouble. This [convening] was happening at the Club. They said if we shopkeepers were to listen to Vidya, we wouldn't get back our shops at all."

Boral's responses also explicitly cited fear of potential reprisals on complaining, which has held PAPs back from organizing to file a collective complaint. Boral gave an instance where following the author's visit, Manotosh received calls threatening him, and TMC-party workers (unsure but indicating that this was at the behest of the Councillor) had even come to beat him up.

Despite these threats, Boral and Manotosh, as representatives of the shopkeepers, had continued to raise these issues at the local level, and had also paid a visit to the Councillor shortly before the latter's passing. They had submitted a written complaint to which they received a deeply unsatisfactory response: *"amader ekhon kichu korar nei, chinta bhaabna kore dekhbo [we can't do anything, we will think and see]"*. They too, were redirected to the Police Station (thana) where "boro babu" (Station officer) told them that they could try seeking the assistance of the Mayor. While they still had some trust over the previous councillor, the current office-holder, Boral tells, is unwilling to even look at any documents. At no point did either of the councillors disclose to them that they could seek redress by bringing their grievances before the KEIP office.

Conclusion

This Report has detailed a pattern of serious, avoidable harms inflicted on at least 121 project-affected persons (PAPs) by the KEIIP project—an initiative that was meant to enhance equity in access to urban infrastructure and climate resilience, in Kolkata. Instead, the Project has left behind a legacy of displacement, deprivation, and disillusionment for those whose livelihoods and identities were rooted in the very areas now cleared under the guise of development.

Through extensive documentation—official records, interviews, site visits, and years of engagement—this report demonstrates that the KEIIP Project, jointly executed by the KMC and

the KEIIP, and financed by the ADB, systematically violated both its own stated safeguards and national legal protections. There was no finalised Resettlement Plan based on the latest design and assessments, that was made public before construction began. Once construction began and the PAPs were displaced—whether by design, or unwittingly due to lack of adequate instructions and oversight, it was never amended to reflect ground realities.

Consultations were perfunctory or coercive. Compensation, when eventually offered, was inadequate, delayed, and never accompanied by meaningful livelihood restoration or resettlement

options. Those displaced were labelled as “squatters,” despite decades of de facto recognition by the authorities themselves. The project, in effect, converted once-recognised and tolerated presences into unlawful absences, who had to now be at the mercy of state authorities.

This erasure was not accidental, and does not simply reflect inefficiency or incapacity—it was enabled by the persistent lack of institutional oversight, the abdication of monitoring responsibilities by the ADB, and the misuse of discretionary power by local actors. What emerges is a story not only of physical and economic displacement, but of systemic silencing: PAPs who were never told the name of the project, never heard of ADB’s role in the Project, or its safeguards, and never saw the grievance mechanisms supposedly available to them. Even after years of complaints

and documentation, responses across the three-tier mechanisms: the ward and borough level offices, the KEIIP’s office, and the Councillor’s office, remain evasive, contradictory, or outright dismissive and hostile.

These PAPs are not asking for charity. They ask only for recognition of what was taken from them, and for restoration in line with the commitments made by project authorities and financiers. This is not only a moral imperative—it is a legal obligation under both domestic and international standards. If the ADB and KEIIP/KMC are serious about inclusive, sustainable, and resilient development, then the redressal of these harms must begin with the reinstatement of the displaced, restitution of lost livelihoods, and public accountability for the institutional failures that enabled this injustice.

Post-script

In another attempt at resolving the pending issues from the KEIIP, we reached out to the ADB team in May on the sidelines of the Annual General Meeting in Milan. We were hoping to have a conversation with the ADB Operations, including the Safeguards officers who were receptive to our concerns. We shared this Note with the team composed of Bruce Dunn, Ricardo Barba, Monina N. Domingo and Takako Morita on 13 August 2025. The ADB team responded to us, following which we had a 60-minute meeting facilitated by the NGO Forum on ADB on 10 September 2025. We explained how the project affected people from Bank r Maath were displaced for the purpose of the pipe-laying works, and when the project implementation did not go according to plans, were completely

wiped off to show no outstanding resettlement, even as they struggled to set up their shops again. We highlighted issues including, lack of resettlement persisting over the last six years, grossly inadequate compensation, inadequate information disclosure, misrepresentation in reporting, and constant threats deterring the PAPs from taking collective action. Our discussion led to several action points including the ADB's promise to provide us in a week's time, data on the specific sub-projects including the implementation timelines. There were additional agreements concerning further discussions with the KEIIP post-inputs from Growthwatch and potentially, the PAPs. More than 48 days later we are still awaiting data ADB promised to send in a week.

ANNEX 1: SARD ONLINE RESPONSE & MEETING NOTES

Reference	Queries	Responses
APs or their leaders that they are entitled to compensation, even for the budgeted 10 days, nor did it consult those present on the determination of the entitlement that they were to receive.	entitlements in a meaningful and time bound manner?	
4. According to ADB estimates, 121 shops will experience temporary loss of livelihoods as opposed to the more than 300 shopkeepers and business entrepreneurs identified by INSAF. As per ADBs response letter it was identified that 274 shopkeepers attended the Jan 2019 consultation.	Q 4. Can ADB ensure due diligent monitoring of the social dimensions of this project? With rumors around coercion and oppression in the MG road area, how will ADB ensure that assessments, and procedures are done in a fair and just manner? Consequently can ADB ensure an effective local redress mechanism so APs may have course of recourse in case of violations?	<p>The project has internal monitoring and consequent requirements for disclosure of monitoring reports¹.</p> <p>The project has established a very comprehensive grievance redress mechanism. At every Borough Office (local municipal councillor) of Kolkata Municipal Corporation under which the civil works are in progress, a dropbox has been kept for receiving complaints and suggestions from the community. At the contractors' site offices register have been kept for lodging of complaints. Additionally, Project Management Unit maintains a Complaint Cell at KEIIP office, located at 206 A J C Bose Road Kolkata 700017 headed by a designated Grievance Redress Officer. The Complaint Cell also serves as Public Information Center, where, apart from grievance registration, information on the Project, social and environmental safeguards related information is provided. The grievances received at various offices are addressed regularly, and the concerned parties are informed. The project also holds periodic community meetings with stakeholders explaining the grievance redress mechanism of the project.</p>
5. The Project Director has not been receptive to NGOs raising the above issues throughout the 2019 calendar. There has also been repeated efforts to ensure dialogue with APs and CSOs to initiate dialogue but the PD's office has not been responsive. There continues to be a power imbalance between the PD and the CSOs/shopkeepers.	Q.5 How will ADB ensure that the social dimensions and concerns around this project are heard by project authorities from APs and NGOs, so that any issues can be resolved without intimidation and backlash?	As discussed above, the project has a comprehensive grievance redress system. Capacity building workshops and training for the project directors and other project staff are organized regularly to sensitize on ADB safeguards policy and other aspects. The workshops do focus on grievance handling procedures, benefits, record keeping and experience sharing on grievance management from other ADB-funded projects.
6. Once the construction period is completed the APs are concerned over the cost of	Q6. How will ADB ensure that the APs will have adequate support (additional to the	There will be a temporary loss of income to the shop owners because of restriction of access during the project

¹ KEIIP has established the social management unit (SMU) to look after the social dimensions of the project. The SMU is staffed with nine project assistant/community development staff, supported by an experienced social specialist engaged under the design and supervision consultant. The role of SMU is to manage and address social risks associated with the project on day to day basis with the help from the social specialist. Additionally, review missions are conducted by ADB. The project is being implemented in a metropolitan area where the awareness level among the general public is very high with regards to their rights and entitlements. The community development staff of KEIIP are visiting the project site regularly; however, more consultations and focus group meetings will be organized to dispel rumours and misinformation about the project, if any.

Reference	Queries	Responses
rehabilitating their shops. At present being unemployed and losing their savings for survival and compensation delays; they have burned through most of their resources.	compensation of daily loss) for rehabilitating their shops once the project construction phase is completed?	implementation. No structures will be affected by the project; hence, rehabilitation of shops are not triggered. Further, during the project implementation, the shop owners can continue with their business activities as the contractor provides wooden planks/iron sheets as temporary access. Therefore, shops need not be closed unless the shop owners decided to do so. The KEIIP will provide support as necessary if it falls within the project's purview.
7. Local people have raised concern over the construction of a possible waste treatment plant in Churial Canal. The construction work currently on in the Canal seems to be shutting off part of the Canal which is a significant artery for the natural drainage of this part of Kolkata city.	Q7. Can ADB clarify if this construction work is a part of the current KEIIP Project? If not, have they brought up the issue about this construction with the department undertaking it since it will adversely affect the local environment.	The KEIIP project includes laying of pipes in Churial extension canal to carry the drain water to proposed pumping stations. The project does not include construction of a waste treatment plant in Churial Canal.

Attachment 1 - Development Of Sewerage & Drainage Network Within James Long Sarani & M.G.Road Catchment in Borough XVI (Part of Ward 142). Contract Package No: KEIIP/NCB/TR-2/SD-13/2015-16

Sl No	Chainage	Nos of Shop	Work Status	Remarks
A	Churial Canal to Bank Plot			
1	0-30m	No Shop	Not Done	Phase 1: TOTAL APS 67 (Compensated on 18.08.2019) Up to Save the children home landmark
2	30-60m	No Shop	11.07.19 - 02.08.19	
3	60-90m	1	29.07.19 - 21.08.19	
4	90-120m	7	08.08.19 - 02.09.19	
5	120-150m	4	08.08.19 - 02.09.19	
6	150-180m	4	20.08.19 - 10.09.19	
7	180-210m	No Shop	20.08.19 - 10.09.19	

ADB Meeting with South Asia Regional Department (SARD) on [Kolkata Environment Improvement Investment Project \(KEIIP\)](#)

Attendees:

1. Jennifer Francis (jfrancis@adb.org), Principal Institutional Coordination Specialist;
2. Neeta Pokhrel (npokhrel@adb.org), Unit Head, Project Administration, South Asia Urban and Water Division
3. Rayyan, Forum
4. Ann, Forum

Discussion Points:

	Forum:	ADB Response:
1.	<p>Cross - reference the dates of construction of the Mahatma Gandhi (MG) Road based on project documents and the actual construction. **Accordingly it started mid - March 2019 and INSAF visited the site last March 19, 2019.</p> <p>Currently, the construction is suspended due to the monsoon season. When will it resume?</p>	<p>Each stretch of the road has its own requirements. ADB will revert back to us.</p>
2.	<p>The shopkeepers are temporarily displaced and cannot go back due to the pending construction. They are concerned that Durga Puja is fast approaching on October 3rd and Diwali at the end of October. They do not have adequate source of income as of the moment at the moment and are unable to access loans as they have no standing assets.</p>	<p>69 shopkeepers have received compensation.</p> <p>Construction work is discourage because of the monsoon. Precautionary measure to also protect the workers at the site.</p>
3.	<p>The entitlement were not explained to the affected persons (APs). The consultation merely focused on the timeframe of the construction but not on the determination of the entitlement that they will receive.</p>	
4.	<p>On compensation,</p> <ul style="list-style-type: none"> • March - September 2019 as of to date, the number of days had gone by and this should be factored in the determination of compensation. • Request to honor the ADB response that "the APs will be compensated additionally if the disruption due to construction work exceeds beyond the 30 - day period." • 67 APs cited from the 121 APs that received payment were undercompensated as per INSAF's calculation. • The record keeping of receiving the compensation given is based on what? Is there an ID card scheme linked to in receiving the compensation? 	

5.	Can ADB do a spot check to verify the number of affected shopkeepers? According to ADB estimates, 121 shops will experience temporary loss of livelihoods as opposed to the more than 300 shopkeepers and business entrepreneurs identified by INSAF.	There is a risk of doing another verification i.e. sudden claims that they were shopkeepers but did not meet the cut - off date in the ADB assessment.
6.	Project director blocked off meeting with CSOs and is not receptive to the CSOs' raising the issues. There is power imbalance between the project developer and the CSOs/shopkeepers.	There is an established GRM for the KEIIP. There was also no request received for a meeting.
7.	Who will bear the cost of setting up the shops once the shopkeepers are back?	
8.	Is there a construction of waste treatment in Churial Canal?	

ANNEX 2: RE-SUBMITTED COMPLAINT FROM 2024 TO LOCAL COUNSELLOR, KMC

RESUBMITTED TO THE WARD COUNSELLOR ? **Raby Roy**
ON 01 MARCH 2025 **9679 37 2799**

মাননীয়,
সৌর ভাণ্ডার,
কলকাতা কম্পোর্টমেন্ট,
ওয়ার্ড নং- 143

Copy to → বড় বাবু,
হরিদেব পুর থানা
কলকাতা- 700082

তারিখ: 15/07/24

মাননীয় মহোদয়/মহোদয়া,
আমাদের বিবিত্ত নিবেদন এই যে, বর্তমানে "হকার"
নামে স্থানীয় স্বত্বস্বত্বী ভাণ্ডার (দ্বি-দ্বি) ব্যক্তিগত ভাণ্ডার
আমাদের নিকটে এখানে 50
আমরা মালিক 47 জন ইচ্ছা গাও 35/40
বড় বিল M. G. Road, ~~কলকাতা~~ বর্তমানে
K.M.C (Ward No. 143)র দায়িত্বে প্রাচীন-বাণী
চৌকি চৌকি দোকান করে ব্যবসা করে নিজেদের
মাংস চান। হরিদেব পুর থানা থানা Ward No
143'র সৌর ভাণ্ডার/বিভাগ (ক-ভাণ্ডার) গাও May 21
এ পাঁচ লাখ বাস করে আছে আমরা দোকান
তুলে নিতে পারি হই। পাঁচ লাখ বাস হই
আমরা আবার বিল দোকান তৈরী করে দোকান
দার কে হইল। কিন্তু April 23 এ আমরা
দোকান মগাও হইলে ব্যক্তি চতুর্ন জগৎ
এই হইলে আমরা মগাও করে। ধুব করে
বকে আছি। আমাদের এই 50
COVID-19 কালে কেই কোন মাংস করেনি,
স্থানীয় স্বত্বস্বত্বী যোজিত অনুদান Rs.2000/-
হইও আমরা চাই নাই,
P.T.O. →

ANNEX 3: RENEWED LETTER FROM 2025 TO PROJECT DIRECTOR, KEIIP

06.03.2025

Dr. Vishwanath, IAS
Project Director, KEIIP,
Unnayan Bhavan,
206 AJC Bose Rd, Kolkata

Subject: Follow-up on request for information regarding the status, and progress towards restoration of livelihoods and other relief for project affected people (PAPs) in the KEIIP-KMC implemented KEIIP Project

Dear Sir,

We are writing this letter to you as a follow-up from our meeting in your office at approximately 2:00 pm IST, on 1 March 2025 (01/03/2025), regarding the dire situation of PAPs whose livelihoods have been significantly affected by the Kolkata Environmental Improvement Investment Program (KEIIP) Project.

We represent the 121 project affected peoples (PAPs) - from Ward 143, M.G. Road, Joka - who have been directly adversely affected since early 2019 by the KEIIP Project - a KEIIP-KMC undertaken water supply, sewerage and drainage project. The PAPs are all shopkeepers who conducted their businesses along one side of the length of M.G. Road, and at the time of the project's commencement, had their establishments in the area for anywhere between 25 to 33 years. We have attached a list of the PAPs along with a brief description as to the nature of their respective shops, as an Annex to this letter (**Annex 01**).

The PAPs had been identified by the concerned project authorities before the project works officially began at the site in early 2019, and had also been asked to assemble at the Councillor's office. At the time, some of them who gathered were informed that the KEIIP would be undertaking pipe laying activities in the area, and would require a maximum period of anywhere between ten (10) days to one (01) month and were asked to cooperate with the authorities. They were also told that the pipe-laying works would proceed at 200m stretch-intervals, and suggested that they remove their belongings to preempt any loss or damage to their goods in the process. They were informed that they could return to re-establish their shops, once the underground pipe-laying works next to their individual shops were completed. That the project construction is to take place as such, and that any losses would be only temporary and access-related, has also been reiterated within your own documents, including your Resettlement Action Frameworks and Plans (RAPs), and the several Monitoring Reports that you have submitted to the ADB since, as part of the agreed-upon due diligence process.

However, they were not provided any information over who would be undertaking the project, what rights they were entitled to—including compensation for livelihood loss and at full replacement value for their structures and movable properties, or who they could approach for redressal of any grievances or complaints arising on account of the project.

They therefore removed their goods, and dismantled their shops at their own cost, on this assurance from public servants that any loss to their incomes would only be temporary. Most of them with these expectations, have even stored their belongings from the shops they themselves dismantled, in temporary sheds till date, awaiting return.

However, six (06) years have passed since, and the PAPs have never been allowed to return to set up their shops, despite repeated pleas and attempts to do so. They have completely lost their livelihoods, and in utter desperation, some have since resorted to vending from hand-pulled carts, tarpaulins, and even on foot. Some have even been forced to take up menial jobs as daily wage labourers. They have been reduced to destitute status and a handful have passed away since, unable to pay their medical expenses. They have submitted multiple letters to the local authorities, requesting (1) status of the current projects or works, (2) timelines for the project or works, (3) compensation for their losses, and at the very least, (4) resettlement to pursue their livelihoods, but been told that the matter is beyond any project authorities' control - despite the KMC being the executor of the ADB-financed project.

We are concerned to note that their complaints and grievances have not been acted upon for unreasonable periods of time, and in several instances, they have also been redirected to the wrong authorities, including the Joka Police Station. Particularly disturbing is the fact that PAPs have also been actively prevented from submitting their complaints by local authorities, or coerced to withdraw their submissions. One such incident took place in our presence, morning of 1 March 2025 (01/03/2025), when the PAPs attempted to bring their grievances to the notice of their Ward Councillor in the ward office, but were pushed around, shoved, and even threatened by local goons to not proceed with this matter any further. We have attached the photocopy of the letter of 15 July 2024 (15/07/2024) that was resubmitted by the PAPs on 1 March 2025 (01/03/2025), as **Annex 02** to this letter. This resubmission was necessitated by the councillor Ms Christina Biswas professing to have no knowledge of their predicament. despite their repeated requests to ensure reinstatement of their shops.

It was only after considerable passage of time since their displacement, and the intervention of the ADB Management at the PAP's behest with our support, that your personnel and the responsible state agents finally paid out a sum of INR 15,000 each to the PAPs—an amount that was labeled as “compensation” calculated for just a month of temporary access loss—not for the entire uprooting of their livelihoods and loss of all incomes derived from their shops, over an extended period of time.

However, per your own documents, including the financing agreement with the ADB, you, the project implementers and executors have contractually agreed to uphold the ADB's Environmental and Social Safeguards, including, adhering to the Safeguards as a higher standard, where required. In lieu of such financial support, KEIIP-KMC undertook per publicly available documents (amongst others) to pay not simply the compensation amounts—calculated at replacement values, but also shifting assistance, and benefits for vulnerable peoples (incremental to the compensation amounts), and allow them to salvage all materials with no deductions from the compensation amounts. While you undertook at the very least to abide by the ADB's Safeguards on doing no harm—this project and its implementation have evidently left the PAPs at a condition worse off than they stood to be during the project's inception.

On that account, we as representatives of the 121 PAPs, request you to take full cognisance of this situation and respond with the utmost urgency to their request of the following:

- (1) clarify the status of the KEIIP works and the project currently being undertaken in the Joka area, including, if there are any additional and separate projects,
- (2) clarify the timelines for these works and projects, so as to ensure predictability for the PAPs,
- (3) ensure full information disclosure of the Resettlement Action Framework and Plan, including the entitlement matrix as agreed upon between you and the ADB, and the methods for computation of the same,
- (4) ensure full compensation and benefits for the PAPs for their incomes lost on account of the project delays, as agreed to in good-faith in your agreements, and,
- (5) clarify to the local authorities their own mandates and responsibilities under the project, including the duty to address grievances and complaints when brought for redress rather than dismiss them, and to refrain from pursuing any actions that can be construed as attempt to threaten, coerce, or exercise undue influence over the PAPs.

We look forward to your prompt response.

Sincerely,

Vidya Dinker, Director, Growthwatch
Ishita Chakrabarty, International Lawyer

ANNEX 4: FOLLOW UP LETTER TO PROJECT DIRECTOR, KEIIP

22/03/2025

Dr. Vishwanath, IAS
Project Director, KEIIP,
Unnayan Bhavan,
206 AJC Bose Rd, Kolkata

Subject: Follow-up from our latest email correspondence on 6th March 2025 (06/03/2025) and subsequent telephonic calls, including on 19th March 2025, regarding clarity as to the measures taken by you after our in-person meeting on 1st March 2025.

Dear Sir,

We are writing this letter to you as a follow-up from our last email, sent and duly received by your office on **6 March 2025 (06/03/2025)** and our in-person-meeting in your office on **1 March 2025 (01/03/2025)**, regarding the dire situation of PAPs in KMC ward 143, along the M.G. Road, whose livelihoods have been significantly affected by the Kolkata Environmental Improvement Investment Program (KEIIP) Project.

We have also been following up consistently with calls to your Secretary, Ms. Suparna since then, as to any updates on the situation, as well as written responses to the five queries sent as part of the last letter email dated 6 March 2025 (06/03/2025).

To reiterate, we had requested written responses to the below-mentioned five queries:

- (1) clarify the status of the KEIIP works and the project currently being undertaken in the Joka area, including, if there are any additional and separate projects,*
- (2) clarify the timelines for these works and projects, so as to ensure predictability for the PAPs,*
- (3) ensure full information disclosure of the Resettlement Action Framework and Plan, including the entitlement matrix as agreed upon between you and the ADB, and the methods for computation of the same,*
- (4) ensure full compensation and benefits for the PAPs for their incomes lost on account of the project delays, as agreed to in good-faith in your agreements, and,*
- (5) clarify to the local authorities their own mandates and responsibilities under the project, including the duty to address grievances and complaints when brought for redress rather than dismiss them, and to refrain from pursuing any actions that can be construed as attempt to threaten, coerce, or exercise undue influence over the PAPs.*

The letter email was sent subsequent to your verbal assurance during the in-person meeting in your office on 1 March 2025 (01/03/2025), that you would have a better clarity of the project, its current status, and measures taken with respect to compliance with the environmental and social safeguards of the Asian Development Bank, including on resettlement of project affected peoples, by the 17 March 2025 (17/03/2025), and that we should expect a response by then. The email's purpose was to request additional (and what should have been publicly available and communicated) information regarding the project and mitigation measures undertaken, in writing— as opposed to a verbal communication— in order to streamline our correspondences, and have written and detailed records of the grievances raised, and responses received.

We were also promised that any information that came to your knowledge, and which relates to the concerns we have raised verbally, and in our letter email, would be actively communicated to us (as opposed to us having to regularly check in at least twice a week). Not only have we not received any written response to our queries since then, but during our last telephonic call on **19 March 2025 (19/03/2025) we were informed by your Secretary that some undisclosed action, which she is not authorized to communicate yet, has been taken by your office.** When pressed for more details, we were informed that the matter has been forwarded to the higher-ups, for action.

We have received no notice whatsoever of any positive action taken, and were not privy to the correspondence between you and the undisclosed higher-ups. Whereas the Safeguards policies and obligations that your office has committed to, requires you to be transparent, accountable and act in such manners as to establish trust with the aggrieved PAPs and other stakeholders. Specifically, the SPS of the ADB requires you to promptly and continuously communicate any action taken towards the resolution of the grievances, and inform of any updates, progress, or delays regarding the matter raised; clearly document and share them with the aggrieved and their representatives, and act in ways that ensures that those aggrieved do not face any retributions from bringing this to the project actors' attention. Having already been informed of the threats, and intimidation that the aggrieved individuals were confronted with even after their latest visit to their councillors' office, we expect you to have adhered to the Safeguards in the strictest sense.

For the reasons mentioned above and in light of the new circumstances, we request you:

- (1) to respond to the above mentioned five queries which have already been directed to your office on 6 March 2025 (06/03/2025),
- (2) to disclose to us all measures that have been taken since then by your office, including forwarding of our letter email, and the details as to which office this has been forwarded to, when, and the response received therefrom,

(3) to disclose any clear instructions or directives that have been passed at the ground-level by your office, or by this “higher office”, or any initiatives taken, as well as any developments that have come about as a result of such instructions, directives, and initiatives,

(4) to include us in the current as well as future correspondences, and where doing so is exceptionally not possible, to keep us fully informed and updated, ensuring full transparency and predictability of actions hereafter.

Finally, we would like to meet with you in-person, to make real progress on this matter. We have found your office telephone number and one-sided calls from our side to your office, rather limiting and unhelpful, and believe that in-person meetings would be beneficial for any constructive engagement. Please let us know of your availability, or suggest potential dates, so that we can schedule a meeting soon.

We look forward to your prompt response.

Sincerely,

Vidya Dinker, Director, Growthwatch

Ishita Chakrabarty, International Lawyer

ENDNOTES

- 1 Tranche 1 has been effective since 2014.
- 2 The Periodic Financing Request was approved on 13 August 2018, and the loan agreement is from 3 October 2018.
- 3 Periodic Financing Request Report (PFR Report 2018), August 2018, Supplementary Appendix B, at p 4; Appendix 1, at p 46.
- 4 Periodic Financing Request Report (PFR Report 2016), para 3; PFR Report 2018, Supplementary Appendix B, at p 4.
- 5 For reasons of limited information disclosure and lack of or inadequate response to requests for information, the authors were able to only identify the above mentioned four packages.
- 6 Monitoring Report (June-Nov 2022), paras 12 and 13 identified 121 PAP within the two sub-projects' common areas, even though the Draft for Consultation, Resettlement Plan (RP), from March 2017 identified a total of 165 PAPs along 40% of the area surveyed.
- 7 Whether or not the Project site is also subjected to these two packages (SD29/2017-18 and SD31/2017-18), is still to be determined. The exact names and numbers of packages under implementation in the area has been difficult to pull out because of the overlaps, and opacity in information disclosure on the part of the Project proponents.
- 8 PFR Report 2016, paras 13-15; PFR Report 2018, page 4. Some of the outputs from Tranche 2 include installation of 5 pumping stations, and pumping mains, installation of sewer drain pipes, resulting in connectivity to 83,400 households. Some outputs from Tranche 3 include expanding sanitation, water and drainage coverage to around 3000 households, and sewerage treatment to 100,000 households.
- 9 Tranche - at a Glance Report, Project Number: 42266-026 MFF Number: 0075 July 2018; PFR Report 2018, para 28: *"28. Project 3 will promote poverty reduction by developing infrastructure, improving residents' quality of life, reducing health morbidity and related health expenditures, and stimulating economic growth."*
- 10 Loan Agreement, Tranche-2, Schedule 1. <https://www.adb.org/sites/default/files/project-documents/42266-025-mlo1.pdf>; PFR Report 2018, p 6; KEIIP- Tranche 3, PDS, <https://www.adb.org/projects/42266-026/main>.
- 11 Tranche - at a Glance Report; PFR Report 2018, para 20, *"readiness for the project is high....(i) the PMU is fully staffed; (ii) all detailed design is completed;...(v) no land is expected to be acquired, and safeguards due diligence has been completed and accepted by ADB for all subprojects;..."*.

- 12 The number 121, was arrived at by the KMC/KEIP themselves, in their subsequent communications with the NGO Forum on ADB and INSAF, to claim that they had deposited INR 15,000 as the amount PAPs were entitled to, in lieu of the ongoing Project related losses.
- 13 PFR Report, 2016, para 30; PFR Report 2018, p 7, para 22.
- 14 PFR Report 2016, para 30.
- 15 PFR Report 2018, para 30.
- 16 PFR Report 2016, paras 4, 5, 6 and 7, para 19.
- 17 PFR Report 2018, paras 6 and 7. Both, the KEIP as well as the previous tranches of the KEIP, have been dedicated in part, to building the financial and project management capacities of the KMC, PFR Report 2018, para 4.
- 18 PFR Report 2018, p 2, para 3.
- 19 The authors made their first visit to the project area in November 2018, and then again in March 2019, August 2019 and February 2020.
- 20 PFR Report 2018, para 30: *"One S&D subproject is financed by both Projects 2 and 3; the resettlement plan was prepared, approved and disclosed as part of Project 2. **Temporary economic impacts resulting from pipe laying works are anticipated to affect 43 shop owners** (including six women, one of whom has an income that is below the poverty line)."*
- 21 Draft Resettlement Plan, <https://www.adb.org/sites/default/files/project-documents//42266-025-rp-02.pdf>.
- 22 <https://www.adb.org/sites/default/files/project-documents/42266/42266-025-rp-en.pdf>.
- 23 <https://www.adb.org/sites/default/files/project-documents//42266-025-rp-03.pdf>.
- 24 Draft Resettlement Plan, WS16, para 4: *"The draft Resettlement Plan will be updated and reconfirmed for final involuntary resettlement impacts after finalization of detailed design and completion of detailed measurement surveys (DMS). The final Resettlement Plan will be reviewed and disclosed on the implementing agency and ADB websites. No civil works contracts package should be awarded and started before the completion of final Resettlement Plan implementation for the said package."*
- 25 Meeting records held by Manotosh Das, 27 January 2019.
- 26 Meeting records held by Manotosh Das, 27 January 2019. They would also run from D.H. Road to Tollygunge, Karunamoyee.

- 27 ADB Safeguards, June 2009, para 4 (scope of application): *"The requirements apply to all ADB-financed and/or ADB-administered sovereign and non-sovereign projects, and their components regardless of the source of financing, including investment projects funded by a loan; and/or a grant; and/or other means, such as equity and/or guarantees (hereafter broadly referred to as projects). **The requirements also cover involuntary resettlement actions conducted by the borrower/client in anticipation of ADB support.**"*
- 28 The Babsayee Samiti represented a bulk of the 121 PAPs, but not all of them.
- 29 See, email from DG Office, at SARD.
- 30 Ricardo Barba, Neeta Pokhrel, Unit Head, Project Administration, South Asia Urban and Water Division and Jennifer Francis, Principal Institutional Coordination Specialist, Office of the DG. NGO Forum on ADB members asked questions and raised concerns around 1) actual versus reported Project timelines, 2) interim support for prolonged timelines than actually projected; 3) modalities around compensation, methods of calculation and distribution; 4) unsatisfactory and inadequate consultations that only provided information around potential timelines, but did not disclose to the PAPs that they were eligible for entitlements; 5) potential re-verification exercise to confirm number of PAPs are not under-reported; 6) lack of responsiveness on the part of the KEIIP Project Director and his office; 7) potential resettlement assistance; 8) other infrastructure covered by the Project.
- 31 Draft for Consultation, RP, March 2017, para 4.
- 32 Draft for Consultation, RP, March 2017, para 4. *"The draft Resettlement Plan will be updated and reconfirmed for final involuntary resettlement impacts after finalization of detailed design and completion of detailed measurement surveys (DMS).³ The final Resettlement Plan will be reviewed and disclosed on the implementing agency and ADB websites. No civil works contracts package should be awarded and started before the completion of final Resettlement Plan implementation for the said package."* Also, para 10: *"The Resettlement Plan will be updated with the results of 100% survey of affected businesses during DMS survey (footnote 3) in sections ready for implementation."*
- 33 Per the Safeguards Monitoring Report for the period June - November 2022, the Resettlement Plans for all sub-projects had been prepared and also approved by the ADB. However, the final plans (as opposed to the "drafts for consultation") are not officially published on the Project website for ADB.

- 34 Draft for Consultation, RP, March 2017, paras 11, 12, 14. *"Only potential temporary income loss to 160 shopkeepers (10 female and 150 male shopkeepers) and 5 employees for transmission main pipelaying activity for a period of 10 days each." And, "mobile vendors as well as those with moveable structures will be assisted to shift to nearby places during the period of civil works, where they will be able to continue with their business until they are assisted to move back, when civil works for the stretch is completed; hence will not be affected. Where businesses are unable to or are not required to shift, access will be ensured by the contractor by avoiding excavation of adjacent footpaths and/or by providing planks for pedestrian access. Where businesses are unable to or are not required to shift, access will be ensured by the contractor by avoiding excavation of adjacent footpaths and/or by providing planks for pedestrian access. Potential disruptions at pipe crossings at congested commercial are to be mitigated by undertaking night work and minimizing the construction period."*
- 35 Draft for Consultation, RP, March 2017, paras 11, 12, 14, 44. Also see, footnote 13: *Stringent monitoring and adherence to the EMP provisions will help minimize losses. If losses can be avoided during construction through careful planning and implementation of mitigation measures, no compensation payment will be necessary.*
- 36 Draft for Consultation, RP, March 2017, para 61.
- 37 Draft for Consultation, RP, March 2017, paras 12 and 14.
- 38 Draft for Consultation, RP, March 2017, para 36.
- 39 The draft RP itself had provisions for payment of compensation for income losses/ loss of livelihoods up to a maximum of 3 months, at the net average income, depending on the type of businesses; which would be ascertained through previous surveys, or, at the minimum wage rate (whichever was more). Whereas the draft RP also reserved the possibility of other "unanticipated impacts" which would be addressed per the ADB's 2009 Safeguards policies, in coordination with the Bank, after ascertaining the nature and extent of losses. See, Draft for Consultation, RP, March 2017, Table 4: Entitlement Matrix.
- 40 Draft for Consultation, RP, March 2017, para 37.
- 41 Street Vendors (Protection of Livelihood and Regulation of Street Vending) Act, 2014.
- 42 Draft for Consultation, RP, March 2017, para 41.
- 43 Draft for Consultation, RP, March 2017, para 19.
- 44 Draft for Consultation, RP, March 2017, paras 20, 21.
- 45 Draft for Consultation, RP, March 2017, paras 20, 21.
- 46 Draft for Consultation, RP, March 2017, para 25. PMU safeguard officers will have the overall responsibility for timely grievance redressal on environmental and social safeguards issues and for registration of grievances, related disclosure, and communication with the aggrieved party.

- 47 Loan Agreement, para 7.
- 48 Draft for Consultation, RP, March 2017, para 46.
- 49 Project Agreement, 2016.
- 50 Loan Agreement, 2016, section 9.
- 51 Draft for Consultation, RP, March 2017, para 4.
- 52 Loan Agreement, sections 11, 12.
- 53 Monitoring Report, June 2022-Nov 2022, para 43, 44.
- 54 Monitoring Report, June 2022-Nov 2022, para 44.
- 55 Monitoring Report, June 2022-Nov 2022, para 15. Compensation payments were recorded in August and October 2022.
- 56 Monitoring Report, June 2022-Nov 2022, para 14.
- 57 Alongside other demands as to (1) resettle the PAPs in the same or alternative sites, and (2) provide compensation also for the losses incurred in dismantling and rebuilding their structures.
- 58 When asked about exact figures, she said she responded that she hardly made anything in a day, sometimes she would make INR 50 or 100.
- 59 Malati Mondol, Montu Sheuli, Keshab Pal and Ashish Mondal.
- 60 *“Dekhun, je chase korte jabe, she target hoe jaabe, ekhon ja motamuti kora khacche, shetao paabe na hoeto [see, whoever goes to chase them, will become the target. Something is working now, but even this will be taken away from us]”.*

