

COURT OF DISTRICT JUDGE, BHOPAL

GAS CLAIM CASE NO. 1113 OF 1986

UNION OF INDIA

(Plaintiff)

Versus

UNION CARBIDE CORPORATION

(Defendant)

SUIT FOR DAMAGES

The plaintiff above named states as follows:

1. The plaintiff is represented in this suit by the Joint Secretary to the Government of India, Department of Chemicals & Petro-chemicals and the address of the plaintiff for service of all notices and processes is that of its Advocate, Shri R.C. Agrawal, E-5/94, Mahaveer Nagar, Bhopal-462014.

2. The defendant is the Union Carbide Corporation, a corporation incorporated under the appropriate laws of the State of New York in the United States of America having its principal office in the State of Connecticut and also having an office and place of business at 270, Park Avenue, N.Y., New York, 100017, U.S.A.

3. The defendant, Union Carbide Corporation (hereinafter referred to as 'Union Carbide') is a multinational corporation and has diverse and extensive international operations in India, Canada, West Asia, the Far East, Africa, Latin America, Europe and other countries which account for approximately one-third of its total sales, and it ranks, among the largest industrial companies in the world.

4. This case arises out of a terrible industrial disaster which took place in the city of Bhopal. On December 2-3, 1984, there was a massive escape of lethal gas from MIC storage tank at the Bhopal plant into the atmosphere, causing death and destruction to the innocent and helpless persons in the city of Bhopal and the adjacent country-side, and causing widespread pollution to its environs in the worst industrial disaster mankind has ever known.

5. It is the duty of the Union of India under the Constitution to endeavour to improve the public health and welfare of its citizens. The Constitution of India in the preamble and in Part IV (Directive Principles of State Policy) provides, inter-alia, that the Union of India shall strive to promote the health and welfare of, and to secure justice for all its citizens. The Constitution further states that the Union of India shall provide free legal aid, by suitable legislation or in any other manner, to insure that opportunities for securing justice are not denied to

[The additions to the original plaint are indicated by asterisks at the beginning and at the end. *Ed.*]

any citizen by reason of economic or other disabilities. The Constitution further provides that the Union of India shall protect and improve the natural environment including the forests, lakes and wildlife of the republic.

6. The Parliament of India passed an Act entitled the Bhopal Gas Leak Disaster (Processing of Claims) Act, 1985, (hereinafter referred to as the Act). The Act has come into force on March 29, 1985. The Act was enacted to ensure that claims (as defined by the Act) arising out of and caused by the Bhopal Gas Leak Disaster, hereinafter referred to as 'the Bhopal disaster' are dealt with speedily, effectively and equitably. It confers upon the Union of India, certain powers and duties, including the right to represent and act in place of (whether within or outside India) every person (as defined in the Act) who has made, or is entitled to make, such a claim. The Act further provides that the government shall have due regard to any matters which such person may urge with respect to his claim and shall, if such person so desires, permit at the expense of such person, a legal practitioner of his choice to be associated in the conduct of any suit or other proceeding relating to his claim.

7. The Union of India is entitled to bring this suit on behalf of all persons, who have suffered damages by virtue of the provisions of the Bhopal Gas Leak Disaster (Processing of Claims) Act, 1985, which empowers and enables the Union of India to file this suit for and on behalf of the victims of Bhopal Disaster and all persons who have suffered loss and damages due to deaths, injuries and other damages caused by the Bhopal disaster.

8. Additionally, or in the alternative, the plaintiff Union of India—

(a) brings this action as *parens patriae* by virtue of its interest and duty to secure the health and well-being, both physical and economic, of all victims of the disaster (including future generations of victims) almost all of whom are physically and/or financially or otherwise incapable of individually litigating their claims against the defendant, a monolithic, multi-national corporation;

(b) further acts as *parens patriae* by virtue of its interest and duty to protect, preserve and restore the earth, air, waters and economy of the republic;

(c) further acts as *parens patriae* in exercise of its rights and duties under the said Act;

(d) the Union of India is filing this suit as *parens patriae* for all persons to recover for them damages for any and all claims in respect of deaths, personal injuries to individuals, loss of property including death of and injury to animals owned by individuals, business loss, damage to environment and other losses, present and future, arising from the Bhopal disaster.

9. (i) The Union of India also files this suit to recover damages for expenditures incurred and to be incurred by it and by the Government of Madhya Pradesh and/or by instrumentalities of the state for aid and relief, arising from and caused by the Bhopal disaster, but not limited to, ex-gratia payments for death and injuries together with medical treatment, rehabilitation and food for the injured.

(ii) Apart from the departments of the Union of India and the State government which were involved in relief and rehabilitation, the name and description of the instrumentalities of the Union and the State, so far ascertained are enumerated in the Annexure-E.

(iii) The expenditure by the plaintiff, the State of Madhya Pradesh and the said instrumentalities is a continuing process and the plaintiff craves leave to furnish further details of expenditure at appropriate time. However, the expenditure so far incurred is as per Annexure-F.*

10. At all material times, defendant Union Carbide designed, constructed, owned, operated, managed and controlled a chemical plant in the city of Bhopal in the State of Madhya Pradesh through its subsidiary Union Carbide India Limited.* With respect to the nature of the relationship between UCC and UCIL, at all times relevant UCC was the parent corporation of a multinational enterprise, of which UCIL was a subsidiary. UCC owned more than half of the stock of UCIL as well as controlled its board of directors and as such was a parent and holding company of UCIL under Indian Law, and either exercised control over, or, at all relevant times had the right to exercise control over all actions and conduct of UCIL.

Notwithstanding the generality of the foregoing, specific actions demonstrating the relationship between UCC and UCIL, by way of example and not limitation, are as follows:

(a) Union Carbide's exercise of control in critical areas of safety and technology was only one aspect of Union Carbide's broader exercise of control over the strategic management direction of UCIL's agricultural products division, which included the Bhopal plant. This control was in accordance with Union Carbide's fundamental management strategy of coordinating its subsidiaries' product lines to accomplish the multinational's worldwide plans. Union Carbide's control clearly establishes that the legal persona of UCIL may be disregarded in the interest of justice and convenience. UCIL should be treated as the agent and alter ego of Union Carbide and the corporate veil should be disregarded to enable this hon'ble Court to go behind the legal entity of UCIL in order to hold Union Carbide liable.

(b) UCIL has admitted in response to inquiries by the government, that it was controlled by Union Carbide. These admissions were made prior to and after construction of the MIC unit in Bhopal. For example, in one submission to the government, UCIL stated:

Q. Is the Indian company controlled either directly or indirectly by non-residents?

A. Yes60% shares held by Union Carbide Corporation, U.S.A.

Similarly, after Union Carbide's holding was reduced in 1980 to the present 50.9% UCIL stated to the government:

Control by Non-residents: 50.9% of the equity share capital of the company is held by Union Carbide Corporation, a corporation organised and existing under the laws, of the State of New York, U.S.A.

(c) After Union Carbide holding was reduced in 1980 to the present 50.9% UCIL stated to the government in its letter dated December 27, 1982 that:

Control by Non-residents: 50.9% of the equity share capital of the

company is held by Union Carbide Corporation, a corporation organized and existing under the laws of the State of New York, U.S.A.

(d) UCIL is part of a geographic organization under which it reports to Union Carbide Eastern, Inc. a wholly owned Union Carbide subsidiary headquartered in Hong Kong but incorporated in Delaware (USA). Union Carbide Eastern, in turn, reports to Union Carbide in Danbury, Divisions of UCIL depending on their product line, also report to product line management of Union Carbide. In the case of the Bhopal pesticides plant, this reporting function is through Union Carbide Agricultural Products Company Inc. (UCAPC or APC), a wholly-owned subsidiary headquartered in the United States.

(e) The Union Carbide management committee's decision to build an MIC plant in Bhopal faced serious questions of economic viability even before the commissioning of the plant. The recognition of this financial reality led Union Carbide management over the next several years to consider several alternative strategies of utilization for the Bhopal plant, none of which succeeded.

(f) In the winter of 1978, with the Bhopal project about midway to completion, there was a high level progress review at New York, Union Carbide's headquarters at the time. The meeting was apparently called by Mr. James Rehfield, a Union Carbide executive vice-president and member of the UCIL board, to discuss concern over both potential cost overruns and reduced estimates of the size of the pesticide market in India. The focus of discussion was whether a new design, smaller in scale, could be implemented at that late date. After an initial meeting with executives from Union Carbide Eastern, UCIL and at least one technical expert from Union Carbide, Mr. Rehfield met with the 'higher Court', Union Carbide's management committee. Those present included the chairman of the board, the president (at that time Mr. Warren Anderson) and the executive vice-presidents. The detailed analysis at these meetings was presented by Mr. Couvaras, the international employee serving as Bhopal project manager. In the end, the decision was to maintain the basic design and proceed as originally planned because the project was too far advanced to pull back.

(g) The financial prognosis, however, did not improve. In June, 1979, there was a meeting in Jacksonville, Florida, of Union Carbide's World Agricultural Products Team (WAPT). This team is one of several at Union Carbide organized along product lines. Its purpose was to provide a forum for discussion and planning of global strategy for Union Carbide's agricultural business. At the Jacksonville meeting, Union Carbide Eastern presented a strategy plan listing the Bhopal project as 'the major critical issue'. As Mr. Ramaswami Natarajan, agricultural product director at Union Carbide Eastern was to later on June 11, 1981, write:

It is my view that the Bhopal problem is identical to institute problem
viz: an oversized plant with an undersized market.

(h) To alleviate the problem, Mr. Natarajan suggested an expanded role for the Bhopal plant through exportation of product. This proposal was discussed in February, 1980, when Mr. Robert Oldford, president of UCAPC and Mr. Michard Hughes, a Union Carbide executive vice-president with worldwide product line

responsibility for agricultural products, visited Bhopal at about the time the MIC unit began production. It was discussed again at a February, 1981 WAPT meeting in Danbury. Concern was expressed, however, about the possibility of a UCIL export campaign cutting into the profit base of other Union Carbide operations around the world.

(i) In 1981, one year after Bhopal began MIC production Mr. Oldford commenced plans to convene a 'Bhopal task force'. He communicated his plans to officials at Union Carbide Eastern, including Mr. Natarajan, who wired back his suggestion that:

We couldhold the first meeting in Bhopal to enable the task force review the investment, plant capability and UCIL SEVIN and *TEMIK* marketing and market development programmes along with the historical trends of the Indian pesticide industry.

A second meeting could then be held in USA to review all the findings and come up with recommendations.

Mr. Natarajan added that the recommendations reached in the United States could then be reviewed by WAPT. Mr. Oldford, however, did not accept the suggestion that the initial meeting be held in Bhopal. In the margin of Mr. Natarajan's telex he apparently wrote: 'No India to the U.S.' He then cabled Mr. Natarajan in Hong Kong to inform him that the U.S. members of the task force would begin work immediately and suggested a UCIL representative meet with the committee in the United States the following month. Mr. Rehfield also was copied on this exchange of communications. These communications do not show copies to any officials at UCIL in India, the company under discussion.

(j) The preliminary conclusion of the Bhopal task force, reached in July 1981, was to refuse permission for UCIL to export its most well-known pesticide, SEVIN. Meanwhile, UCIL continued 'bleeding', suggesting a loss of money. In March 1983, however, an alternative was proposed to solve Bhopal's problems. During a trip to India, James McWhirter, a UCAPC vice-president, developed a proposal to convert a part of the Bhopal plant to manufacture a new pesticide, carbofuran. The involved portion of the plant was the alpha naphthol unit, which had encountered many difficulties after construction that it was never used. Mr. McWhirter was so enthusiastic about the plan that he wired the United States on a stop in Japan on his way back from India:

I have been developing the subject idea over the last few days since my trip to Bhopal and would like to have you begin a preliminary assessment of the concept from a technical standpoint. I was told in India that we have copies of the construction drawings at RTP (Research Triangle Park, North Carolina) for the current UCIL naphthol plant as it was last modified. If not, pls notify UCIL accordinglyThe idea is to try and salvage as much of the existing naphthol plant investment as possible by converting it to produce carbofuran phenol instead.....UCIL would retain its own needs for carbofuran phenol in India and the bulk of the product would be returned to APC

(Agricultural Products Corporation) in the USAWe will review the whole idea in great detail when I return on Monday, March 28, but I wanted to get you started thinking about the idea and preliminary technical assessment started of the concept ASAP.

Mr. Oldford was copied on the telex, and he in turn forwarded it to Mr. Rehfield.

(k) Thus the plan called for UCIL to expand its market in product and geography by assuring a worldwide role in Union Carbide's 'carbofuran strategy'. Exports from India were key to the plan, and by the fall of 1983, the proposal was for enough along for review and analysis in Danbury, at a WAPT meeting on October 4-6. In a letter dated October 18, 1983, Mr. Natarajan in Hong Kong wrote to Mr. Rehfield in Danbury to summarize the Danbury discussions and disclose a plan to 'Save Bhopal':

Additional work needs to be done in refining marked data, cost and investment estimates before reaching a conclusion on the viability of this project as a means of Saving Bhopal.....

The best solution (combining the need to 'save' Bhopal and the desire to add carbofuran to APC product range) would be to use the proposed Bhopal Project to source carbofuran for UCIL and the world.....

(l) It is my belief that a conceptual discussion is required at a senior level between Eastern, APC and the concerned Executive VP' to evolve an approach most beneficial to UCC as a whole'.

Again, there is no indication that UCIL executives in India were to be involved in this discussion. When it came time for decision, UCAPC in Danbury vetoed the concept of exporting carbofuran from India to supply all of Union Carbide's needs worldwide. Soon thereafter, Union Carbide Eastern also withdrew its support for the carbofuran proposal based upon expected financial results, and the project was dropped.

(l) A new plan was developed in February 1984, and submitted to Mr. Rehfield by James Law, Chairman of Union Carbide Eastern; sell or lease the Bhopal facility. Because, however, the MIC unit was considered to be of strategic significance to Union Carbide, the plan as proposed called for UCIL to retain the MIC unit but dispose of the rest of the Bhopal Plant, thus continuing to manufacture MIC but not formulating it into pesticides.

(m) It was recognised, however, that a sale would be most difficult, as Mr. Natarajan wrote:

(n) no one in Pesticide industry in India (or in fact any other part of South East Asia) has put in such a massive investment except UCIL, which suggests that there may not be any obviously enthusiastic buyers readily available.

Nevertheless, Union Carbide Eastern sought Mr. Oldford's endorsement of the attempt. Union Carbide's executives agreed with the effort, as did WAPT, and in May 1984, the Union Carbide management committee endorsed the proposal.

The management committee, recognizing that the prospects for sale were low, also stated that if an opportunity for sale of the Bhopal plant was conditional upon the inclusion of the MIC unit, the subject would be referred back to the management committee.

(n) Finally, the proposal to sell the Bhopal plant reached Warren Anderson, chief executive officer, who authorized UCIL to proceed as directed by the management committee.

(o) No buyers, however, were to be found, and in a somewhat desperate attempt to get out of Bhopal, Union Carbide came up with one last alternative. At a WAPT meeting in Danbury on October 16-17, 1984, the possibility was raised of dismantling the plant and shipping it to Brazil or Indonesia. Mr. Natarajan, who attended the WAPT meeting as a representative of Union Carbide Eastern, subsequently wrote to UCIL (which was not represented at the meeting) instructing the Indian company to assign personnel to prepare feasibility and cost reports. On November 13, 1984, UCIL wired Mr. Natarajan, who was in Danbury at the time, that the study was underway but that the prospect of shipping the unit looked impractical:

Shipment of the MIC Unit is a question because of the high corrosion at several points and some tall columns, which may perhaps need some rework at the other end.

(p) Nevertheless, the cost estimate for the dismantling and shipping of the Bhopal plant was prepared for Mr. Natarajan by UCIL on November 29, 1984, three days before the disaster.

(q) Further evidence of UCC's relationship with UCIL is found in various publications by UCC including, but not limited to, a publication by UCC entitled 'The International Responsibilities of a Multinational Corporation'. The Corporate Charter of UCC, the Corporate policy manual of UCC and various UCC policy manuals. In addition, various depositions and other documents obtained by the Government of India during the limited discovery proceedings in the United States Court demonstrate the relationship between UCC and UCIL. Copies of all such documents have been filed with this hon'ble court.*

11. At all material times, defendant Union Carbide manufactured, processed, handled and stored at its Bhopal plant, methyl isocyanate (hereinafter 'MIC'), a chemical used in the manufacture of agricultural pesticides produced and marketed by Union Carbide.

12. At all material times, defendant Union Carbide knew or should have known that MIC is an extra-ordinarily reactive, toxic, volatile, flammable and ultra hazardous chemical; that MIC is one of the most dangerous substances known to man; that MIC is easily contaminated and reacts to certain contaminants with explosive violence and speed; that exposure to even small concentrations of MIC poses an immediate danger to living beings and the environment; and that human exposure to MIC is known to cause, among other things, death, serious respiratory impairment and eye and skin damages.

13. At all material times, defendant Union Carbide knew or should have known that the long-term effects of human exposure to MIC could lead to genetic and carcinogenic consequences.

14. (i) With such knowledge, defendant Union Carbide undertook to design, construct, operate, manage and control a plant which would be safe for the production, handling, storage and processing of MIC in the city of Bhopal. The design included, by way of example and not limitation, the following:

- a) Process flow diagrams;
- b) Process and instrument diagrams;
- c) Performance specifications and materials of construction of all major and minor equipments;
- d) Performance specifications of control systems, control schemes and materials;
- e) Valve piping and materials of construction specifications;
- f) Design criteria and sketches of Union Carbide's proprietary equipment;
- g) Typical equipment arrangements and unit layout; and
- h) Description of special analytical instrumentation and laboratory quality control equipment.

*(ii) In 1966 Union Carbide sent Edward Munoz, one of its technical representatives to India to study the feasibility of establishing a pesticide manufacturing facility. Mr. Munoz concluded that such a project was feasible and the proposal was reviewed and approved by the Union Carbide management committee, a high level panel whose membership included the chief executive officer. Thereafter in 1967, Union Carbide assigned Mr. Munoz to UCIL with the responsibility to develop the project.

(iii) Union Carbide/UCIL's application to the Government of India for a licence to manufacture MIC based pesticides submitted in 1966 stated that the proposed facility would manufacture the two principal raw chemical ingredients.

(iv) In the early 1970s pursuant to its initial proposal Union Carbide began preparations to build the production facilities in Bhopal for MIC. By 1972 working off the designs and experiences of Union Carbide's MIC facility in Institute, West Virginia, Union Carbide engineers began to design the Bhopal plant. Union Carbide engineers in the United States began to design the Bhopal MIC plant at least one year prior to entering into a formal agreement with UCIL for design and technical services.

It was not until one year later in 1973 that UCC entered into two contracts with its subsidiary UCIL, known as the design transfer and technical services agreements.

(v) The design transfer and technical services agreements (collectively known as the foreign collaboration agreement), were predicated upon Union Carbide's 'considerable knowledge, expertise and experience', in the manufacture of carbamate pesticides. The Government of India approved the foreign collaboration agreement based upon Union Carbide's representations that the MIC technology which it proposed to import was not available in India and that Union Carbide alone possessed the knowledge and expertise to establish such a manufacturing facility. These agreements, however, did not serve to limit Union Carbide's involvement in the Bhopal plant since the entire operation was under the pervasive control of Union Carbide pursuant to the multinational's majority ownership of UCIL and its standard corporate policies.

(vi) Under the technical service agreement, Union Carbide undertook to provide 'all such technical services as are generally connected with or specifically pertain to the production and use of the products which may reasonably be required by UCIL for the most efficient use of the production techniques that the Union Carbide has developed or may develop in the futureUnion Carbide shall, for this purpose, regularly make available to UCIL, from time to time, such technical data and findings of Union Carbide's laboratoriesincluding, but not limited to operating data and instructions, detailed information as to raw materials, production processes, formulations, formulae and related technical information and such other data as Union Carbide's present and future experience may indicate as being necessary or useful for the production and use of products as pesticides in India.'

(vii) Under the design transfer agreement Union Carbide undertook to provide 'comprehensive information' concerning 'the manufacture or fabrication and also the installation of capital plant machinery and equipment required for the production of the said carbamate pesticide'. Union Carbide also undertook to provide design packages and warranted that the design packages would be 'the best manufacturing information presently available from or to Union Carbide and that drawings and design instructions included in the design packages shall be sufficiently detailed and complete as to enable competent technical personnel to detail design, erect and commission facilities for the conduct of the processes.

(viii) Pursuant to the design transfer agreement, Union Carbide provided the design for the entire MIC unit at the Bhopal plant. Union Carbide's design included specifications for the emergency relief system, including vent gas scrubber and the flare tower. Union Carbide design personnel also made the decision to store the ultrahazardous MIC in large quantities despite the existence of alternative, safer methods of production and Union Carbide personnel designed the MIC bulk storage system.

(ix) In preparation of design reports, Union Carbide engineers prepared calculations regarding the potential for entry of water into the MIC tanks at Bhopal which could result in a runaway reaction and a leak of the toxic material : wrote documents regarding safety review comments on MIC storage in which they determined 'a small amount of MIC goes a long way'; calculated the length of time it would take to destroy a full storage tank of MIC in the vent gas scrubber; and compiled and edited safety considerations reports for the MIC unit.

(x) Gordon E. Rutzen, one of the Union Carbide engineers who designed the Bhopal plant, has outlined Union Carbide's objective in designing the plant as follows :

Our objective there was to provide to UCIL a process design which incorporated a number of safety features and—and elements which—when all taken together, would be able to cope with the situations that conceivably would occur.

(xi) The Union Carbide design was inadequate to contain and neutralise a runaway reaction which Union Carbide knew was foreseeable. Thus regardless of the cause of the runaway reaction on December 2-3, 1984, Union Carbide knew of the possibility of such an event but failed to design its plant for that eventuality.

(xii) Even the conceivability of sabotage was foreseeable to Union Carbide. Thus, Union Carbide cannot escape liability even assuming, without admitting, that its improbable and unsupported scenario of sabotage is true. Union Carbide knew of the possibility of a sabotage and should have, but did not design its plant to cope with that event.

(xiii) Union Carbide's awareness of the reasonable foreseeability of sabotage has been acknowledged by Mr. Warren Anderson. In the March 1985 press conference, in response to a question regarding sabotage, Mr. Anderson stated:

Well, that's always a potential and you have to worry about it. That's why you need the redundancy. Built into the safety system are a whole series of capabilities that can take care of whatever inadvertent action or commission has taken place so you're not all dependent on just one item to either make it safe or make it unsafe.

Obviously, Union Carbide did not design the Bhopal plant to handle all foreseeable events, for if the design were adequate the disaster would have never occurred.

(xiv) Union Carbide's undertaking at Bhopal extended far beyond the design of the MIC unit. As the project proceeded in Bhopal, Union Carbide technicians, including Mr. Rutzen, travelled to India to review and approve the continuing work. In addition, Union Carbide assigned Mr. John Couvaras, a key engineer from the United States, to serve as UCIL project manager with overall responsibility for the detail design and construction in India. Union Carbide not only monitored the detail design and construction work in India but also approved all such work. UCIL advised the Government of India that Mr. Couvaras was associated with the Bhopal project 'since its inception' and was responsible for the design, development, planning and construction work. In addition 'detailed engineering (was) directly under the control of Mr. Couvaras'. Further, Mr. Couvaras was responsible for 'coordinating and interpreting the various equipment design of both imported and indigenous capital goods equipment'. All these show that Union Carbide designed, constructed operated, managed and controlled the chemical plant in Bhopal.

(xv) No change in the MIC unit of any substance was made from Union Carbide's design during the detailing phase.

(xvi) In order to further monitor the Bhopal project, Union Carbide sent teams of technicians to India from time to time for the commissioning and start up of the plant, which involved a detailed checkout to insure that construction was in accordance with its design. Team members stayed in Bhopal anywhere from three months to one year in order to complete their detailed and extensive review of the entire facility. This team was headed by Warron Woomer, a special projects manager with Union Carbide at Institute, West Virginia. Mr. Woomer has described the U.S. team's responsibilities as follows:

You go through this thing of taking a detailed design and you yellow trace every line, every valve, every instrument, you know, physically against the drawing, and you go through it in ait's a very long

detailed process, but it pays tremendous benefits....If there's something in there that's not correct, you take it out and you put the right thing in there.

(xvii) Union Carbide's direct involvement in Bhopal continued after the start-up of the MIC unit in February 1980. Following start-up, Mr. Woomer stayed on as works manager of the Bhopal MIC facility for more than two years. Mr. Woomer, in carrying out his responsibility as works manager, was provided with all maintenance records from the Institute facility. If Mr. Woomer had questions that could not be answered from these documents, he communicated directly with his counterpart at the Institute plant in the United States.

(xviii) Union Carbide's continuing responsibility for the technical process in Bhopal, up through the date of the disaster, is further demonstrated by the necessity of renewing the foreign collaboration agreement with UCIL upon its original expiration in 1982. UCIL's application for renewal evidence the continuing inter-relationship between UCIL and Union Carbide, and particularly UCIL's dependence upon the expertise of Union Carbide in critical technical, operational and safety matters :

Manufacture of MIC is known to involve some extremely hazardous processes with complexity in areas of efficiency, material balance, corrosion and safety. In view of this we have to work more closely with the foreign experts towards assimilating technology inputs.... We need continued assistance from UCAPC (Union Carbide Agricultural Projects Co. Inc)...

As a result of experience in the handling of toxic chemicals over several years, UCAPC could develop effective procedures and facilities on plant safety. Current knowledge and experiences in handling highly toxic material will be continuously available to UCIL. Highly professional activities are involved in dealing with emergency situations like toxic gas release sometimes accompanied with fire endangering the safety of the community. Continuous availability of data in this area will assist UCIL in fully protecting the plant personnel and properties....

Unusual and rare operating difficulties can be quickly evaluated by UCAPC experts to provide appropriate assistance at Bhopal plant for correcting these problems....

UCAPC scientists generate massive mammalian toxicology (carcinogenicity, teratogenicity, mutagenicity, sub-acute toxicity, tolerance etc.) data on various products for their registration. For commercial manufacture of technical and formulation they generate data on toxic by-products and gases released during the manufacturing processes, besides, antidotes and safety precautions that should be taken during manufacture by staff and workmen....

In addition, UCIL stated

Renewal of the agreement will also ensure continuous availability of

data in the area of new products and technology, plant safety, equipment reliability, process improvements, operating problems etc. as stated in our application.

The application for renewal of the foreign collaboration agreement was granted and the agreement was in effect at the time of the disaster in December 1984.

(xix) All such representations, even those allegedly made by UCIL are statements and understandings of Union Carbide Corporation, the parent corporation of the multinational enterprise, which at all times owned more than half of the stock of UCIL, and controlled the board of directors of UCIL, and as such was a parent and holding company of UCIL under Indian law and either exercised control or at all relevant times had the right to exercise control over all actions of UCIL. Accordingly the representations were not given by UCIL separately but were the representations of UCC.

(xx) The above facts and circumstances show that it was the defendant Union Carbide Corporation by its conduct and through the foreign collaboration agreement undertook to design, construct, operate, manage and control the plant which will be safe for the production handling, storage and processing of MIC in the city of Bhopal.

No further statement can be made at this stage or until discovery, if necessary, is completed.*

15. (i) Defendant Union Carbide warranted that the design was based upon the best manufacturing information available and that the drawings and design instructions were sufficiently detailed and complete so as to enable competent technical personnel to detail design, erect, commission and operate the Bhopal plant.

* (ii) In every contract there is inherent and implied warranty that the contract will be performed with best possible and available information and skill in order to ensure absolute safety. Besides, the warranty given by the Union Carbide is contained in both the design transfer agreement as well as the technical service agreement, both dated 13th November, 1973. The warranty contained in the former is reproduced below :

UCC warrants that the design packages are the best manufacturing information presently available from or to Union Carbide and that drawings and design instructions included in the design packages shall be sufficiently detailed and complete as to enable competent technical personal to detail design, erect and commission facilities for the conduct of the processes.

(iii) A similar warranty is contained in the technical service agreement in article VIII and is reproduced below :

Union Carbide warrants the technical service to be provided by Union Carbide hereunder shall be the best technical service available from Union Carbide at the relevant time.*

16. Defendant Union Carbide trained technical personnel for its Bhopal plant

at its production facilities in the United States, including Institute, West Virginia. In addition, defendant Union Carbide supervised the Bhopal plant with personnel from its United States facilities.

17.(i) Defendant Union Carbide represented to plaintiff that it was a pioneer in pesticide research and development with extensive research facilities and trained and experienced personnel. Defendant Union Carbide further represented to plaintiff that it would provide the Bhopal plant with the best and most up-to-date technical data and information in its possession for manufacturing, processing, handling and storage of MIC and that it would continually update this information.

* (ii)(a) Those representations are contained in the technical service agreement dated 13th November, 1973. They are reproduced below :

Whereas the Union Carbide is engaged in the United States of America in the manufacture of certain carbamate pesticide and certain intermediate products useful in the manufacture of such carbamate pesticides and possesses considerable knowledge, expertise and experience with respect to facilities and the operation of facilities for the manufacture of carbamate pesticides by the reaction of methyl isocyanate with hydroxy compounds and for the production of certain intermediate compositions and....

(b) The technical service agreement further provides:

For the purpose of productions and use of products in India for pesticidal use Union Carbide shall during the period of this agreement make available to UCIL all such technical services as are generally connected with or specifically pertain to the production and use of the products which may reasonably be required by UCIL for the most efficient use of the production techniques that Union Carbide has developed or may develop in the future in the Union Carbide's laboratories, plants and factories for the production and use of the products as pesticides. Without prejudice to the generality of the foregoing Union Carbide shall for this purpose regularly make available to UCIL from time to time such technical data and findings of Union Carbide's laboratories which are actually adopted by Union Carbide in the commercial production and use of products as pesticides including but not limited to operating data and instruction detailed information as to raw materials production processes formulations, formulas and related technical information and such other data as Union Carbide's present and future experience may indicate as being necessary or useful for the production and use of products as pesticides in India.

(c) These were supplemented by the September 30, 1982 and November 12, 1982 letters requesting extension of the foreign collaboration agreement.*

18. Multinational corporations by virtue of their global purpose, structure, organization, technology, finances and resources have it within their power to make

decisions and take actions that can result in industrial disasters of catastrophic proportion and magnitude. This is particularly true with respect to those activities of the multinationals which are ultrahazardous or inherently dangerous.

19. Key management personnel of multinationals exercise a closely held power which is neither restricted by national boundaries nor effectively controlled by international law. The complex corporate structure of the multinationals, with networks of subsidiaries and divisions, makes it exceedingly difficult or even impossible to pinpoint responsibility for the damage caused by the enterprise to distinct corporate units or individuals. In reality there is but one entity, the monolithic multinational, which is responsible for the design development and dissemination of information and technology worldwide, acting through a neatly designed network of interlocking directors, common operating systems, global distribution and marketing systems, financial and other controls. In this manner, the multinational carries out its global purpose through thousands of daily actions, by a multitude of employees and agents. Persons harmed by the acts of multinational corporation are not in a position to isolate which unit of the enterprise caused the harm, yet it is evident that the multinational enterprise that caused the harm is liable for such harm. The defendant multinational corporation has to bear this responsibility for it alone had at all material times the means to know and guard against hazards likely to be caused by the operation of the said plant, designed and installed or caused to be installed by it and to provide warnings of potential hazards. The inherent duty of the defendant multinational corporation is to exercise reasonable and effective means to promote safety and assure that information is shared with all sectors of its organization and with the authorities in the country in which it operates. It had at all material times, the duty to keep itself informed and know and in any event should have with the use of normal care and prudence known the possibility and emergence of hazards and dangers likely to be caused by the operation of the said plant.

20. The defendant, a multinational corporation operating the said plant at Bhopal had at all material times, an absolute and non-delegable duty to ensure that the said hazardous plant did not cause any danger or damage to the people and the state by the operation of the ultrahazardous and dangerous activity at the said plant. This included a duty to provide that all ultrahazardous or inherently dangerous activities be conducted with the required standards of safety and to provide all necessary safeguards, information and warnings concerning the activity involved.

21.(i) The defendant was in breach of this primary, absolute and non-delegable duty by the undertaking of an ultrahazardous and inherently dangerous activity causing widespread risks at its plant in Bhopal, and the resultant escape of lethal gas from MIC storage tank at the plant, which it should have foreseen and prevented. Defendant Union Carbide further failed to provide the required standard of safety at its Bhopal plant and failed to inform the Union of India and its people of the dangers therein. Defendant Union Carbide is primarily and absolutely liable for any and all the damages caused or contributed to by the escape of lethal gas from MIC storage tank at the Bhopal plant, as more fully set forth in paragraphs thirty-six to forty-two of this plaint.

*(ii) UCC was under an absolute and non-delegable duty, regardless of fault,

to prevent any escape of gas. This duty required UCC to design, construct, maintain and operate a plant that would not, under any reasonably foreseeable circumstances, permit toxic or lethal chemicals to escape from the plant property into the adjoining population causing death and injury to that population. In the manufacture of an unreasonably dangerous product such as MIC, which UCC knew was highly reactive, toxic, flammable and capable of a runaway reaction due either to self-polymerization or contamination, all possible precautions in the design, construction, maintenance and operation of the plant must be taken to ensure that no harm comes to the general population. UCC failed to take such precautions.*

22. The plaintiff states that in manufacturing, processing, handling and storing MIC gas at its plant in Bhopal and in designing and putting the plant into operation, the defendant Union Carbide engaged in an ultrahazardous and inherently dangerous activity. This activity created the clear and potential danger of death, serious injury and damage to property in the event of the escape of lethal gas from MIC storage tank into the atmosphere.

23.(i) Defendant Union Carbide allowed lethal gas to escape from MIC storage tank at its Bhopal plant on December 2-3, 1984, exposing multitudes of innocent and helpless people in the city of Bhopal, the adjacent countryside and its environs to the deadly effects of lethal gas, thereby contaminating and polluting an extensive area.

*(ii) At all relevant times, all actions taken by multinational enterprise Union Carbide, including those allegedly taken by UCIL are the acts of Union Carbide Corporation, the parent of the multinational enterprise which at all times owned more than half of the stock of UCIL and controlled the board of directors of UCIL and was a parent and holding company of UCIL under Indian law, and either exercised control or at all relevant times has the right to exercise control over all actions of UCIL, certain actions were taken solely by Union Carbide Corporation, the parent of the multinational enterprise. The most significant of these actions, by way of example and not limitation, include :

- (a) the decision to build a chemical manufacturing facility in India.
- (b) preparation of design packages containing 'all such information as is necessary and sufficient to enable the detailed designing, fabrication and installation of capital plant, machinery and equipment' for production of MIC based pesticides at the Bhopal plant.*

24. Defendant Union Carbide is absolutely liable for any and all damages caused or contributed to by the escape of lethal gas from MIC storage tank at its Bhopal plant, as more fully set forth in paragraphs thirty-six to forty-two of this plaint.

25. The defendant Union Carbide was under a duty to design, construct, maintain and operate its Bhopal plant in such a manner as to prevent the escape of lethal gas from MIC storage tank at the plant and to protect persons from the highly dangerous and fatal effect thereof and to warn persons of the dangers and risk associated with the plant and its manufacturing processes and the reasonable method to meet the same. Defendant Union Carbide was in breach of the duty, and the massive escape of the lethal gas occurred as the result of unreasonable

and highly dangerous and defective plant conditions which involved MIC production and storage procedures and facilities, instrumentation, safety systems, warning systems, operation and maintenance procedures, and specifically included, by way of example and not limitation, the following :

(a) Defendant Union Carbide recommended, encouraged and permitted storing MIC in dangerously large quantities.* It is hazardous to store a highly volatile and self-polymerisable reactive material such as MIC and it is normal to adopt a continuous process for the use of such a material, avoiding storage altogether, UCC should not have stored any amount of MIC beyond that necessary for a continuous process method of production, unless the amount stored could be safely contained by the emergency relief system in the event of any reasonably foreseeable upset condition in the plant, including, but not limited to, a runaway reaction in the storage tanks.*

(b) No intermediate storage facility was constructed between the production plant and the storage tanks, thus creating the potential for a contaminant to enter the storage tanks.

(c) The storage tanks were not insulated and the chilling system was defectively designed and improperly maintained.* The storage of MIC in a large tank, which as stated was undesirable, required a huge chilling system. For a polymerisable reactive material, it is unwise to adopt a system which permits possibility of introduction of foreign contaminants. A system of external coil chilling with insulation would have been preferable with easy accessibility for repair and maintenance also. The pumping system adopted did not function and it was discontinued, allowing a very rapid runaway reaction with little time for early warning or remedial action. There was only one common compressor and chiller system for all the three MIC storage tanks. For such a hazardous material as MIC, where maintaining it at a low temperature is considered very important, a spare compressor and chiller system would have ensured proper chilling even when the main compressor and chiller system was under repairs or maintenance. This provision of spare compressor and chiller had not been made.*

(d) The MIC storage tanks were not equipped with dual temperature indicators to sound alarms and flash warning lights in the event of an abnormal rise in temperature.

(e) The emergency relief system was defectively designed and improperly maintained.* The emergency relief system, including the vent gas scrubber, was not designed with the runaway reaction and massive flow of the gas and liquid out of the tanks at a high rate. This is evident from the restriction on free flow and consequent development of high pressure and temperature which was actually attained. The quantity of alkali stored in the scrubber and its rate of circulation were grossly inadequate to destroy even a small proportion of the material that leaked. It was, therefore, totally defective. The emergency relief system was not designed to handle the worst credible event of runaway reaction in the MIC storage tanks which Union Carbide was, or in the exercise of reasonable care, should have been aware of. In this regard, the UCC design actually failed to meet the stated objective of UCC design engineers which was to provide a process design which would be able to cope with the situations that conceivably would occur and would

have prevented the worst disaster. These resulted from the wrong decision to store huge quantities of MIC in a single large size tank. If the consequences of a runaway reaction had been appreciated in the early stages of designs, the storage of MIC would have been avoided or restricted to small quantities in small containers, bearing a relationship to practicable and manageable relief and full destruction of the released material reliably.*

(f) Defendant Union Carbide failed to provide even basic information with regard to appropriate medical treatment in the event of MIC exposure.

(g) Defendant Union Carbide failed to disclose the internal safety survey of its plant in Institute, West Virginia, dated September 10, 1984, which acknowledged that a runaway reaction in MIC storage tanks could occur.

(h) Defendant Union Carbide failed to provide specifications for determination what constituted either stable or unstable MIC.

26. In creating and maintaining unreasonably dangerous and defective conditions, defendant Union Carbide is strictly liable for any and all damages caused or contributed to by the escape of lethal gas from MIC storage tank at its plant, as more fully set forth in paragraphs thirty-six to forty-two of this plaint.

27. Defendant Union Carbide was under a duty to design, construct, maintain and operate its Bhopal plant with reasonable care so as to protect persons from unreasonable and foreseeable dangers, and to use reasonable care to warn persons of the dangers and risks associated with the plant and its manufacturing process and the mode of meeting the same. Defendant Union Carbide was in breach of this duty and the massive escape of lethal gas from MIC storage tank at the Bhopal plant occurred as the proximate result of this negligence, as more fully set forth in paragraph twenty-five of the plaint.

28. The Bhopal plant was in defendant's control and the massive escape of lethal gas from MIC storage tank at the Bhopal plant could not have occurred but for the negligence of defendant Union Carbide in the matter of designing the said plant and prescribing the procedure for operating the same.

29. Defendant Union Carbide is liable for any and all damages caused or contributed to by the escape of lethal gas from MIC storage tank at the Bhopal plant due to its negligence, as more fully set forth in paragraphs thirty-six to forty-two of this plaint.

30. Defendant Union Carbide expressly and impliedly warranted that the design, construction, operation and maintainance of its Bhopal plant were undertaken with the best available information and skill in order to ensure safety. These warranties were untrue in that the Bhopal plant was, in fact, defective and unsafe and the technical services and information provided by defendant Union Carbide and the resulting plant operating practices were defective in numerous respects, as more fully set forth in paragraph twenty-five of this plaint.

31. Defendant Union Carbide is liable for any and all damages caused or contributed to by the escape of lethal gas from MIC storage tank at the Bhopal plant due to its breach of warranties, as more fully set forth in paragraphs thirty-six to forty-two of this plaint.

32.(i) Defendant Union Carbide falsely represented to plaintiff that its Bhopal plant was designed with the best available information and skill and that the

operation of its Bhopal plant would be maintained with current and up-to-date knowledge. Defendant Union Carbide knew that these representations were false or asserted these representations without knowledge of their truth or falsity, and intended the plaintiff to act thereon. Plaintiff reasonably and justifiably relied upon these representations to its detriment.

^{*}(ii) Union Carbide misrepresented that the MIC technology which it proposed to import was not available in India and that Union Carbide alone possessed the knowledge and expertise to establish such a manufacturing facility. Based upon these representations the Union Government approved the foreign collaboration agreement. The representations referred to above are contained in the design transfer agreement and the technical services agreement, collectively known as foreign collaboration agreement. Both these documents were dated 13th November, 1973. The warranty contained in the former is given below :

UCC warrants that the design packages are the best manufacturing information presently available from or to Union Carbide and that drawings and design instruction included in the design packages shall be sufficiently detailed and complete as to enable competent technical personnel to detail design, direct and commission facilities for the conduct of the processes.

The technical service agreement in article VIII provides :

Union Carbide warrants the technical service to be provided by Union Carbide hereunder shall be the best technical service available from Union Carbide at the relevant time.

(iii) The aforesaid representations were made by the defendant Union Carbide Corporation by the letter dated November 29, 1972, of its subsidiary Union Carbide India Ltd. over which it has full control and by the foreign collaboration agreement.*

33. Defendant Union Carbide is liable for any and all damages caused or contributed to by the escape of lethal gas from MIC storage tank at the Bhopal plant due to its misrepresentation, as more fully set forth in paragraphs thirty-six to forty-two of this plaint.

34. Defendant Union Carbide's conduct in failing to design, construct, maintain and operate a safe plant exposed people and property in Bhopal, the adjacent countryside and its environs to a massive disaster which defendant knew could occur. Such conduct on the part of defendant Union Carbide, in the light of its knowledge of the lethal properties of MIC, was unlawful, wilful, malicious and reprehensible and was in deliberate, conscious and wanton disregard of the rights and safety of the citizens of the Union of India.

35. Defendant Union Carbide's conduct as described herein clearly establishes plaintiff's right to an award of punitive damages to deter this wrongful conduct from recurring ever again.

36. As a direct and proximate result of the conduct of defendant Union Carbide, numerous innocent persons in Bhopal, the adjacent countryside and its environs suffered agonising, lingering and excruciating deaths, serious and permanent injuries, including but not limited to acute respiratory distress syndroms, ocular and gastrointestinal injuries and pain, suffering and emotional distress of immense proportion.

The survivors, who experienced an unimaginable and unforgettable catastrophe, witnessing the virtual destruction of their entire world, have suffered and will continue to suffer severe emotional distress. Further injuries to such persons, and to generations yet unborn, are reasonably certain to occur.

37. As a further direct and proximate result of the conduct of defendant Union Carbide, numerous persons have been and will be required to undergo extensive medical examinations, rehabilitative care and treatment.

38. As a further direct and proximate result of the conduct of defendant Union Carbide, the families and relatives of the dead have suffered, and will continue to suffer, from the loss of support, aid, comfort, society and companionship of the deceased.

39. As a further direct and proximate result of the conduct of defendant Union Carbide, there was extensive damage to personal and business property resulting in disruption of industrial, commercial and governmental activities throughout the city of Bhopal, the adjacent countryside and its environs, with consequential losses of personal and business income and governmental revenue throughout the Union of India, as well as the impairment of future earning capacity of numerous thousands of persons. As far as has been ascertained up to now more than two thousand persons died as a result of being severely smitten by the escaped lethal gas from MIC storage tank at the said plant and several thousand persons suffered grievous and permanent damage to their person and health and several lakhs of persons were also inflicted bodily injury and damage by the same cause and widespread damage was also caused to the environment in and around Bhopal and to living cattle there.

40. As a further direct and proximate result of the conduct of defendant Union Carbide, the Union of India was required to provide, and continues to provide, emergency aid and relief. This aid includes, by way of example and not limitation, the following :

- a) Expenditure for deaths and injuries;
- b) Expenditure for evaluation of damages;
- c) Expenditure for medical treatment, relief and rehabilitation;
- d) Expenditure for research, including medical and scientific studies;
- e) Expenditure for "Operation Faith" and its follow-up;
- f) Expenditure for food;
- g) Expenditure for loss of cattle;
- h) Expenditure for monitoring the environment, including plants and vegetation; and
- i) Expenditure for other relief measures.

41. As a further direct and proximate result of the conduct of defendant Union Carbide, there has been extensive damage to the natural environs of the city of Bhopal, and the adjacent countryside, and further harm is likely to befall the environment.

42. Because of the enormity of the Bhopal disaster, plaintiff is not currently able to allege precise damages suffered by persons having claims. While the exact number of dead and injured persons is not known, the plaintiff has ascertained

uptil now a death toll of more than two thousand persons, serious injuries to several thousand persons and other injuries to lakhs of persons. In all, more than five lakh persons have sought damages upto now in respect of claims made by them. Neither the extent nor nature of the injuries or the after-effects of the injuries suffered by victims of the disaster have yet been fully ascertained. Surveys and scientific and medical studies are currently being conducted to ascertain the same and the plaintiff craves leave to place before the court full facts of damage to individuals, living beings and environment as soon as the surveys and studies are completed for a proper determination of damages. As regards the damage and loss in respect of personal and business property and income, disruption of industrial, commercial and governmental activities and loss of governmental revenue throughout Union of India and impairment of future earning capacity of thousands of persons, surveys and scientific studies are being conducted to ascertain the same and the plaintiff craves leave to place before the Court the extent of damages and loss in this regard at an appropriate stage.* The defendant is aware of the massive magnitude of the damage as a result of the Bhopal gas leak disaster, for which it is liable. The total number of persons whose deaths are confirmed so far is 2660 and those who have been seriously injured so far is estimated between 30,000 and 40,000 and total number of claims filed so far with the state government is 5,31,770. The approximate total value of the claims in respect of expenditure incurred and damages suffered by the government and its various instrumentalities, damages on account of cattle loss and business losses comes to Rs. 2,57,61,83,282. It is estimated that approximate value of the total claims (including deaths and personal injury cases) would exceed Rs. 3,900 crores (U.S. 3 billion dollars) if the case is tried to judgment through all the stages.*

43. The various grounds pleaded for the liability of the defendant are in the alternative, and without prejudice to one another.

44. On 18th April, 1985, the Union of India filed a complaint against the defendant in the United States District Court, Southern District of New York, presided by hon'ble John F. Keenan, by invoking title 28 U.S.C. 1332, seeking the reliefs as claimed in the present suit. The defendant Union Carbide took out notice of a motion for the rejection of the complaint on the ground of "forum non-conveniens". The ground was opposed by the plaintiff. The learned judge passed his order on 12th May, 1986. By the said order, the learned Judge dismissed the complaint on the grounds of "forum non-conveniens" on the following conditions;

- (i) Union Carbide shall consent to submit to the jurisdiction of the Courts of India, and shall continue to waive defences based upon the statute of limitations;
- (ii) Union Carbide shall agree to satisfy any judgment rendered against it by an Indian court, and if applicable, upheld by an appellate court in that country, where such judgment and affirmance comports with the minimal requirements of due process;
- (iii) Union Carbide shall be subject to discovery under model of the United States Federal Rules of Civil Procedure after appropriate demand by plaintiff.

45. By the order dated 28th May, 1986 the defendant Union Carbide was directed to indicate its acceptance or rejection in writing of the three (3) conditions contained in the opinion and the order dated 12th May, 1986, by or before 5.00 p.m. June 12, 1986.

46. Union Carbide filed in writing on June 12, 1986 its consent before Judge Keenan agreeing to above three conditions mentioned in para 44 above.

47. As submitted in para forty-two above, the plaintiff is not currently able to allege with particularity and in dollar/rupee amount the precise damages suffered by claimants. As submitted, surveys and scientific and medical studies are currently being conducted by plaintiff and at such time when surveys and studies are completed, plaintiff will allege a figure for compensatory damage sustained by persons with claims, in any case, the amount involved exclusive of interest and cost, is bound to exceed a sum of Rs. 20,000 and, therefore, this hon'ble court has pecuniary jurisdiction to entertain this suit. The plaintiff is exempted from paying any court fee on the plaint by virtue of the notification dated 2nd August 1986 issued by the State of Madhya Pradesh in exercise of its powers under section 35 of the Court Fee Act, 1870 (No.VII of 1870). The plaintiff is not, therefore, called upon to value the plaint for purpose of court fee.

48. That the hon'ble court has jurisdiction to entertain and try the present suit. The plant is situated within the territorial jurisdiction of this hon'ble court. The disaster took place within the jurisdiction of this hon'ble court. The disaster took place within the jurisdiction of this hon'ble Court. The defendant has agreed to submit to the jurisdiction of the Indian courts, and this hon'ble Court has, therefore, jurisdiction to entertain the suit.

49. The cause of action for the present suit arose against the defendant Union Carbide on December 2-3, 1984 and continues die in diem at Bhopal within the jurisdiction of this hon'ble Court. The cause of action also arose for the suit on 12th May, 1986, when the U.S. district judge rejected the plaintiff's complaint vide order dated 12th May, 1986, subject to the conditions mentioned therein. The plaintiff's suit is thus within the time.

PRAYER

The plaintiff, therefore, prays for :—

- (1) A decree for damages for such amount as may be appropriate under the facts and the law and as may be determined by this Court so as to fully, fairly and adequately compensate all persons and authorities, who have suffered as a result of the Bhopal disaster and having claims against the defendants;
- (2) A decree for punitive damages in an amount sufficient to deter the defendant Union Carbide and other multinational corporations involved in similar business activities from wilful, malicious and wanton disregard of the rights and safety of the citizens of India;
- (3) Interests;

- (4) Costs of and incidental to this suit; and
- (5) Such further or other reliefs as to this Court may seem fit and proper.

Sd/-

(Shyamal Ghosh)

Union of India through
Jt. Secretary, Department of
Chemicals & Petrochemicals,
New Delhi.....Plaintiff

Dated : 5th September, 1986*

[*This date is to be found in the original document though the amended plaint was filed on 29.1.1988 *Ed.*]

ANNEXURE 'E'

LIST OF INSTRUMENTALITIES OF THE CENTRAL GOVERNMENT

1. Hindustan Organic Chemicals Limited.
2. Indian Council of Medical Research.
3. Scientific Commission.
4. Council of Scientific and Industrial Research.
5. Botanical Survey of India.
6. Central Pollution Control Board (Deptt. of Environment).
7. I.C.A.R.

LIST OF INSTRUMENTALITIES OF THE STATE GOVERNMENT

1. Managing Director, M.P. Madhyam, Bhopal.
2. Commissioner, Municipal Corporation, Bhopal.
3. M.P. Bharat Scout & Guide, Bhopal.
4. M.P. Rajya Beej & Farm Vikas Nigam, Bhopal.
5. M.P. Electricity Board, Bhopal.
6. M.P. State Seed Certification Agency, Bhopal.
7. M.P. Rajya Nagrik Apporti Nigam, Bhopal.
8. M.P. State Co-op. Marketing Fed., Bhopal.
9. President, Shah Faisal Sports Club Motia Park College Book House, Bhopal.
10. E.S.I. Service, Bhopal.
11. M.P. Leather Dev. Corpn., Bhopal.
12. M.P. Khadi Village Industries, Bhopal.
13. M.P. State Electronic Dev. Corpn. Ltd., Bhopal.
14. M.P. Pradushan Niwaran Mandal, Bhopal.
15. Bhopal Dugdha Sahakari Marydt, (Habibganj), Bhopal.
16. Bhopal Dugdha Sahakari, G.T.B., Bhopal.
17. M.P. State Co-op. Land Dev. Bank, Bhopal.
18. M.P. State Co-op. Consumers Fed. Ltd., Bhopal.
19. M.P. Sahitya Parishad, Bhopal.
20. Food Craft Institute Govindpura, Bhopal.
21. Regional College of Education, Bhopal.
22. Model Industrial Training Institute, Bhopal.
23. M.P. State Warehousing Corpn., Bhopal.
24. M.P. Rajya Van Vikas Nigam, Bhopal.
25. M.P. S.I.C., Bhopal.
26. M.P. Export Corpn., Bhopal.
27. M.P. Tourism, Bhopal.
28. M.P. Audiyogik Vikas Nigam, Bhopal.
29. M.P. Grameen Avas Mandal, Bhopal.
30. M.P. Housing Board, Bhopal.
31. M.P. S.R.T.C., Bhopal.
32. State Planning Board, Bhopal.
33. B.D.A., Bhopal.

34. M.P. S.I.C., Bhopal Udyog, Bhopal.
35. M.P. State Agro Ind. Dev. Corpn., Bhopal,
36. M.P. State Hasta Shilp Vikas Nigam, Bhopal.
37. M.P. Text Book Corpn., Bhopal.
38. Trustee Secretary, Bharat Bhavan, Bhopal.
39. Slum Clearance Board, Bhopal.

ANNEXURE 'F'

ABSTRACT OF EXPENDITURE

S. No.	Category	Total claim amount in rupees
1.	Union of India and its Departments	9,79,15,720.00
2.	Instrumentalities of the Union of India	4,80,59,398.00
	Total	14,59,75,118.00
3.	M.P. State Government and its Departments	1,24,14,64,728.00
4.	Instrumentalities of the State Government	7,20,82,891.00
	Total	1,31,35,47,619.00
	Grand Total	1,45,95,22,737