

Orissa

- Policies of NTFPs
- Acts & Rules.
- Notifications.

Policies governing NTFP

The use of term NTFP is a recent phenomenon in Orissa and till now some of the government records mention them as Minor Forest Produces because of their low revenue contribution. After independence there was inadequate emphasis on the control and management of NTFP excepting bamboo, kendu leaf and sal seed. In 1940s and 50s bamboo was directly harvested by the private companies. In 1960s government started Orissa Forest Corporation to harvest and manage bamboo, which was supplied to the paper mills on a much subsidised rates. This system continued till 1990 even after nationalisation of bamboo in 1988. The paper mills were virtually harvesting bamboo from the forest under the guidance of the Corporation. After the National Forest Policy 1988 these companies were engaged as raw materials procurers as they can't harvest directly. Now the Orissa Forest Development Corporation (OFDC - emerged out of merger of 4 corporations including Orissa Forest Corporation) is directly managing bamboo and the paper mills are no more interested in bamboo as they have shifted to hardwoods and other alternatives. Similarly kendu leaves were brought under strict state control in 1973 and prior to that it was managed under monopoly leases to few traders. Sal seed, which was not given any importance during 1950s and 1960s, was nationalised in 1983. During 1970s it was leased out to private oil mills by the Forest Corporation. Currently it is under the government control managed by Forest Development Corporation and Tribal Development Cooperative Corporation (TDCC). Rest other MFP/NTFP were not being managed properly till 1990. Based on the demand, some of the produces were leased out to private parties for trade. The situation was neither a free market scenario nor exclusively managed and controlled by the government.

With growing commercial importance of NTFP, many states started nationalising major NTFP presumably to protect tribal interest as against business ones. Simultaneously with the coming up of Orissa Forest Produce (Control of Trade) Act, 1981, state monopoly was created for control and regulation of trade in certain forest produces with the ostensible intention of protecting tribal interest and revenue generation. Besides, the state was also empowered to notify all other produces as Specified Forest Produce from time to time. These products even

when found on private lands and on non-forest commons were treated as specified. This implied that the State not only enjoyed a monopoly over Specified Forest Products (or Nationalised Products), such as Kendu leaves, Sal seeds and Bamboo but also over all such produces which were declared so in various points of time. This in effect enabled the state to exercise monopoly over trade of almost all NTFP. This was done through practice of granting exclusive rights for collection of these NTFP to TDCC, OFDC, Co-operatives like Agency Marketing Co-operative Society (AMCS) and many others, Joint Sector Companies like Utkal Forest Products Ltd (UFPL) and a number of private business houses. The policies of various times ensured that no rights of forest dwellers are recognised but only as underpaid labour in the whole economy.

Definition of MFP/NTFP

Historically, NTFP was a collective name given to all forest produce other than timber. NTFP despite being such an important means of livelihood support has been left to varied interpretations according to common understanding and convenience. Till now no Acts, rules, policies or administrative reports have explicitly defined NTFP. Though Indian Forest Act, 1927 with its amendments continues to be the most important legal framework for the administration and management of forests, there is no mention of the term. Many resource agencies like Forest Research Institute (FRI) and Food and Agriculture Organisation (FAO) in their endeavour to define NTFP have ended up providing classification and documentation of NTFP without defining them. The FRI oversimplifies the term by saying that NTFP covers all forest produce other than major forest produce.

Timber in common parlance is understood to be a major forest produce. As there is ban on green felling now, questions have been raised regarding timber being a major forest produce because major and minor differentiation is perhaps created on the basis of revenue they generate. The 'Committee for Recommendations on Ownership Rights over Minor Forest Produce on Gram Sabha,' taking a fillip from MP government, defined NTFP as 'the forest produce other than timber, harvestable on a non-destructive basis.' Though this definition is an accepted one, still has its own limitation. It does not specifically say as to what is a non-destructive harvesting method and in the subtlest way relates it to the question of ownership.

MFP has not been defined in Orissa Forest Act of 1972 and Orissa Forest Produce (control of trade) Act of 1981. Prior to 1980, it was commonly understood that MFP means any forest produce other than timber, firewood and charcoal. In almost all the administrative reports of the

govt. the above mentioned products are noted as major forest produce and others are described as MFP. In 1980, the Orissa Timber and Other Forest Produce Transit Rules was formulated that defined MFP as forest produce other than timber, firewood, charcoal and bamboo. But till date the records of FD mention bamboo as Minor Forest Produce. In the order relating to JFM on 30th September 1996 the government claims to have given 100 per cent usufruct rights to the Vana Sanrakshyana Samities constituted under JFM. People have right to collect, process, store NTFP but they have to sell these to the departmental agencies or lessees at the rate fixed by the government. Virtually the communities have no right to process and store NTFP.

The recent policy of the government that identified 85 NTFP, for the first time has made distinction between MFP and NTFP, though not specifically defined. The NTFP are divided into two categories namely, MFP and other NTFP. Forest produces like tamarind, honey, hill brooms, Siali leaves, Myrobolans and tree borne oilseed (TBOs) like Neem, Karanj, babul, Kusum etc. which come to 69 items are termed as MFP and have been kept under control of GPs. The other NTFP consist of two further sub-categories, nationalised produces and lease bar produces. Nationalised produces like Kendu leaves and bamboo are categorised as 'other-NTFP' and are directly controlled by Government. Moreover, certain items, namely Sal leaves, gums, resins and barks of different trees, climbers and roots of various species which have medicinal or other uses come under lease-barred items and are neither put to free trade nor are kept under control of GPs, as collection of these items on commercial scale will have adverse impact on the sustainability of particular species and forest.

NTFP Policy, December 1990

In one of the major milestones in the history of NTFP Policy, TDCC, AMCS and UFPL amongst themselves were given the leases to collect forest produces in different divisions. The following distribution would itself indicate the nature of policy making in the state of Orissa.

1. TDCC was given the exclusive right to 4 MFP items - Tamarind, Hill broom, Honey, and Mahua in all the 27 forest divisions of the state
2. UFPL, a joint sector company was given the exclusive right to collect 29 NTFP items in all the forest divisions of the state.
3. AMCS was given lease to operate in 3 divisions for all produces except the ones given to TDCC and UFPL.

4. TDCC was additionally given rights over all produces except those given to UFPL in 19 divisions.
5. OFDC was given rights over all produces in 5 divisions (not allocated to AMCS and TDCC) except those given to TDCC and UFPL.

While the above ensured that there was only one buyer for a produce in a division, there was no onus on the agencies to buy the produce collected by the primary gatherers. However, the illegal trade flourished due to various reasons as discussed in detail in the following pages.

NTFP policy of 2000

For quite sometime NTFP trade was monopolised mostly by private business houses that were granted lease on a long term basis to procure specific forest produces from specific forest divisions. Such monopoly trade arrangement created problems of low payment to tribal, erratic and arbitrary procurement, and revenue loss to the state. Therefore, in order to streamline the system of collection and disposal of NTFP, which are major source of livelihood of the rural poor, especially women, the State Govt came out with a new policy guideline on 31.03.2000. This gives ownership rights to the Gram Panchayat (village councils - lowest unit of local self-governance) not only in scheduled areas but also in the entire State. The policy had become over due after promulgation of PESA and subsequent state confirmatory act, Orissa Gram Panchayat Act in 1997.

The policy of March 2000 tried to regularise procurement and trade of NTFP as well as abolish monopoly lease in interest of proper price realisation by primary gatherers. However, the most prominent feature of the new policy is the transfer of ownership rights over MFP to Gram Panchayats (GP). This policy introduced many things for the first time. It is for the first time that the State Government recognised importance of MFP in forest dweller's life as well as demonstrated a strong political will to strike a balance between state revenue and protection of livelihood which in the past favoured the former. Secondly, it initiated a process of transfer of ownership over MFP from the FD to the GPs. Thirdly, it introduced multiple buyers doing away with monopoly trade arrangement that had restricted primary collectors' choice as regards sale, store and market. Fourthly, the policy decentralised and de-bureaucratized, as far as possible, the trading arrangements to encourage and motivate producer's co-operatives, primary groups, people's organisations to get into processing and trading at the local level.

With this, GPs were entrusted with the responsibility of facilitating and supervising MFP trade in their territorial jurisdiction, i.e., within the revenue boundary of the GPs. Business houses and Govt corporations who earlier controlled the trade would now operate as traders provided they get themselves registered with the concerned GPs as traders for particular MFP items for a particular season.

On 26th May 2000, Panchayat raj Department, in exercise of power under section 152 of the OGP Act, issued an administrative order prescribing the manner in which the rights transferred to the GPs shall be dealt with. Since royalty was withdrawn a token amount of Rs. 100/ was fixed as registration fee per each produce that is to be given to the GP in which the traders intend to procure. There is no restriction on the traders on number and volume of produces that they want to trade and transact provided they pay the registration fee. It specified the way registration would be done, keep a record of monthly transaction and most importantly the way the quasi-judicial power of reprimanding unscrupulous traders will be carried out. As per the policy, the GPs can not use their discretion in registering the traders though they can always reprimand unscrupulous ones involved in low payment, irregular procurement etc.

Other salient features of the Policy are -

- Abolition of royalty system
- Abolition of transit permit system inside the state
- In matters of collection, primary gatherers will be subject to reasonable control by the Divisional Forest Officer through imposition of temporary ban if collection method is found to be harmful.
- The DFO reserves the right to set a minimum target for procurement for respective items for the dealer(s).
- VSS will continue to enjoy rights of ownership over MFP and NTFP in reserve forest areas.
- After some uncertainty, it was decided that a district level committee would decide the prices of NTFP till the time PRIs were empowered to do the same.

Orissa Gram Panchayats (Minor Forest Produce Administration) Rules 2002

The state government made these rules in November 2002, which has following salient features.

· The GP shall have the power to regulate procurement and trading of MFP, whether produced in government lands and forest areas within the limits of Grama or collected from the Reserved Forests and brought into the Grama.

- Priority would be given to the VSS and its members for collection and trading of MFP.
- Price fixation would be done by the Panchayat Samiti (PS) in September and would be circulated to different offices of district administration and to all the GPs.
- The Gram Sabha would ratify prices fixed and necessary changes can be made based on the local needs.
- If Panchayat Samiti fails to fix the price then the District Collector would call a meeting of PS preferably in October to fix up the minimum procurement prices.
- The trader registered to procure MFP from the GP shall furnish monthly return and also annual return on a prescribed format.
- The GP shall furnish an annual return on the procurement and sale to the Forest Range Officer.
- In case of violation of payment of minimum procurement prices by the registered traders, the Sarapanch shall conduct an inquiry and then it shall be discussed in the GP meeting and then GP shall resolve to cancel the registration of the trader. If the trader after cancellation of the registration continues to procure MFP from the GP area then the Sarapanch or Secretary shall lodge complaint before the DFO. The MFP seized by the DFO from the trader shall be publicly auctioned and the sale proceeds thereof be deposited under the appropriate head of account under the Orissa Forest Act.
- If a trader is engaged in procurement of MFP without registering with the GP then the Sarapanch or Secretary shall lodge complaint before the DFO for taking appropriate action.

Process of Price fixation of NTFP

The government has a system of fixation of minimum price for procurement of MFP in order to protect the tribal and forest dwelling communities from exploitation. The fixation of minimum procurement price was started in 1971 by the Agriculture and Cooperation Department. The price was then fixed at the district level. During the last 30 years there have been many changes in the structure and mechanism of price fixation in the state. Now there are two different types of price fixation mechanisms in Orissa. For the nationalised items there is an advisory committee at the state level to decide the prices (started in 1982) and for other produces, which are under

the control of Gram Panchayat, the Panchayat Samitis have been empowered in November 2002 to fix up the minimum procurement prices. Till 1997 a committee under the chairmanship of the District Collector fixed prices at the district level and the concerned Revenue Divisional Commissioner was approving these prices. Usually by the end of September every year the committee was supposed to fix up the prices, which would remain in force till next September. In 1997 the Welfare Department fixed the prices of NTFP at the state level especially keeping the operation of TDCC in mind. It continued till 2000.

After the transfer of ownership rights to Gram Panchayat in 2000 the mechanism for fixation of price was to be done by the GPs. The government could not decide any thing for fixation of prices for 2000-2001 and there was utter confusion at the district level to fix up the prices. In some of the districts the District Collectors took up progressive steps to announce the prices and in other there was no fair price declared. For the interim period i.e. one year (2001-2) the minimum procurement prices was fixed up by the District Collector. In November 2002 the government finally declared that the minimum procurement prices for NTFP would be fixed at the Panchayat Samiti level, which is going to be operationalised soon. The prices would be fixed in September in a meeting attended by the DFO, representatives of TDCC, OFDC and TRIFED. Once the prices are being fixed it would be discussed in Gram Sabha and Gram Panchayat to approve it. The GP can also make some changes in the prices based on the local needs. If the Panchayat Samiti fails to fix up the prices then the District Collector would call for a meeting to fix up the prices.

Price fixation has always remained as a matter of concern. The mechanism was different for different districts. Only Nuapara district committee had the adequate mix of primary collectors/their organizations, primary traders, NGOs and GP representative. Apart from Nuapara, NGOs were present in the price fixation committees only in case of Balangir. From proceedings of the price fixation committee meetings it is evident that there is no clear-cut basis for fixation of prices barring three districts of Nuapara, Ganjam and Sambalpur. The prices in the rest of the districts were fixed same as last year barring few changes here and there. In Nuapara prices of the NTFP in Dhamtari and Raigarh markets in Chhatisgarh were considered. The committee also had provision for going for interim changes in prices depending on fluctuations in Dhamtari and Raigarh market. In Ganjam, local TDCC and OFDC offices were requested to provide information on availability and market demand of various NTFP items in the district. Utmost care was taken while fixing prices for 24 NTFP available in the district in good quantity. The prices of neighbouring Kandhamal district and AP state were also taken into

consideration. Similarly in Sambalpur district, the DFO provided the committee with information on availability and demand of various NTFP and their existing market prices.

Price fixation without proper arrangement to ensure it has no meaning. While in almost all districts price fixation committee resolved to inform the BDOs and GPOs for wider dissemination of information, only Rayagada and Koraput had elaborate plans for dissemination of information to GPs and display the same at GP level. It has been observed in NTFP rich areas that there was no relationship between fixed prices and price at which primary collectors were selling it. The futility of the system to fix prices can be seen from some examples. In Paralakhemundi and Rayagada forest divisions, price of tamarind are much higher than the declared price in the peak months, i.e., from February-April, and remains much above the declared rates throughout the season. Similarly, Amla in the same forest divisions faces the reverse trend, i.e., the price throughout the season remains below the declared price. The economics of pricing is difficult to comprehend, though in most parts of the panchayats in Nandapur and Patangi blocks of Koraput district bordering Andhra Pradesh, the demand of Amla is relatively higher than the supply.

Implementation of 2000 NTFP Policy

After the declaration of NTFP policy in March 2000 the state government virtually did not take adequate steps to inform the panchayats on their rights, responsibilities and duties. In many places the policy document reached the panchayat in 2001. The district administration too could not play proactive role to educate and train the functionaries of the panchayat and helped them to develop operational rules and regulations for control and management of NTFP. Even after getting the circulars from the government the Sarapanch or the Secretary of the panchayat could not make it public. The ward members, Gram Sabha and Palli Sabha are not fully aware on the changed NTFP policy. In some cases it was found that the Secretary received the order but he has never shared it with the Sarapanch. The Secretary on his own interest gives license to the traders. In some other cases as it would make the Secretaries over burdened they have intentionally taken no action to facilitate Gram Panchayat to exercise its ownership rights and control.

The policy presupposed a strong and activist panchayat to carry out the responsibilities entrusted, which eventually did not prove to be so. GPs could not become effective in controlling and regulating local trade and traders. One of the prominent limitations is lack of human as well

as financial resources available with the GP. There was no proper orientation to the PRIs on how to proceed. No detail operational rules could be developed and forward to the GPs to make them function effectively. Besides, Sarapanch are so much a part of the local political economy that let alone using their quasi-judicial powers, even regular vigilance over local trade have become very difficult. However, things are not gloomy everywhere, there are GPs who have performed reasonably well where the Sarapanch have not only discussed implications of the new policy in respective Gram Sabha but also have approached the Government including the Panchayat Raj and Forest Department and other resource agencies for clarification of doubts regarding taking up trading activities according to the policy. They have registered number of traders in their panchayats for procurement of NTFP. At the same time the panchayats have been entrusted with enormous work for which they neither have the infrastructure nor the requisite human and financial resources. Since the panchayats did not have avenues to generate resource internally, they have to depend on external agencies especially the government for resource mobilisation, needless to say that this aid is being politically decided. Aid comes in the form of Govt. programmes and schemes and the political henchmen were made the major shareholders in such development investments. Panchayats have become scheme-implementing units and the dream of self-reliance, self-governance and self-managed panchayat seemed to have faded into oblivion. Although they are the owners of the local natural resources like NTFP they have not been able to exercise their ownership rights and control over these resources.

Elections to the PRIs were held in February 2002 and now majority of the PRI members are new and so far no orientation and training programs have been organised for them to educate them on their duties and responsibilities. Many of them don't know even the NTFP policy of 2000, which has made GP as the owner of NTFP.

Registration of Traders

As per the March 2002 Policy, it is mandatory for the trader (except Govt Corporations) to register itself with the GPs from which it is procuring. The objective behind such arrangement is to bring the NTFP trade under supervision of the GPs, and bring some income though not in terms of profit. GPs do have the authority to reprimand unscrupulous traders, in accordance with the OGP Act. In other words, it is now the responsibility of the GPs to ensure fair price to primary collectors through periodic monitoring and surprise checks. On the contrary, it is being largely observed that registration has no relationship with procurement. This implies that trade

operations and registration under the concerned GPs have absolutely no relationship and are going parallel to each other. It is observed that from the standpoint of primary collectors, such registration with the GPs is not making any difference both with regard to overall procurement and payment. In most of the GPs, traders are procuring from primary collectors without knowledge of the GPs, which implies that PRI members are not keeping track of NTFP trade in local hats, let alone maintaining records of transactions. Most importantly, majorities of them are not even aware of their constitutionally sanctioned supervisory and regulatory roles. Therefore, the question of monitoring trade at least in the local hats does not arise.

Sarapanch vs. Panchayat Secretary

Efficiency of democratic decentralisation has suffered to a great extent because of personality clash between Sarapanch and Panchayat Secretaries. The number of GPs where these two functionaries work with co-ordination is handful. There is a great degree of distrust and underestimation for each other. For the Panchayat Secretaries, the Sarapanch are illiterate tribal who just by virtue of political manoeuvring cannot dictate terms. Similarly, for the Sarapanch, the Panchayat Secretaries are Govt officials who are insensitive to tribal problems and should remain subservient to them. It is important to note here that the Panchayat secretary being literate controls all information that comes to the GP from external sources and in the process controls the functioning of other GP members including the Sarapanch.

It is almost 3 years since the new policy on NTFP came to streamline procurement and trade through the GPs but till now the PRI members have not assumed any responsibilities in this regard. Registration of traders intending to trade in the GP, as per the policy, has turned out to be a farce. This whole arrangement of registering in the GP by giving a fee of Rs. 100/ per produce has been major bone of contention between the Sarapanch and the Panchayat Secretary leading to the suspension of the later.

Power to Punish

Under section 152 of the OGP Act, 1964, the Panchayati Raj Department passed an order, dated 26.05.2000 enumerating the rules through which GPs will manage NTFP trade in their respective area and Orissa GP (MFP Administration) Rules passed in November 2002. These rules emphasise two broad areas; one specified the trade arrangement, and the other about control or regulation of the traders. The registered traders should give a monthly report of the

volume of different NTFP collected, sold and transferred to other places to the concerned GPs and the trader would also submit an annual return. Each GP has to submit an annual report to the Forest Range Officer. Secondly, GP has the authority to reprimand the traders who are found to be paying less than the minimum procurement price fixed by the Government. The concerned Sarapanch will carry out an inquiry if there is a complaint in this regard. The Sarapanch will then serve a show cause notice to the accused and if need be conduct a hearing at the panchayat level for settlement of the complaint. The Sarapanch will present the explanations of the accused trader along with his/her inquiry report in the next session of the GP. Then if the GP finds the accused guilty, his registration can be cancelled and he may also be forbidden to trade in the GP the next season. Then according to section 6 of the order, the convict may also appeal for justice according to section 133 of the OGP Act, 1964 that says that an aggrieved can appeal to the Sub Divisional Officer within 30 days of such direction given by the GP and then within 30 days to the Collector as the second appeal.

According to the Rules of November 2002, although the GP has the ownership right over MFP it can't seize the MFP procured by an illegal trader. This would be seized by the DFO and the sale proceeds would not come to the GP as it would go to the government. The irony is that the GP can't even punish the illegal traders who are engaged in procurement of MFP without any registration with the GP. The Sarapanch or Secretary shall lodge a complaint before the DFO and then it depends on the course of action of the DFO.

Sal Seed Denationalized in March 2006

In a changing scenario the government of Orissa vides its resolution no.3965 dated 02.03.06 denationalized sal seed with effect from the date of issue order. In the new system, the traders are required to have a registration with the panchayat on payment of Rs.100 for procurement of sal seed. There is no royalty and permit required to lift the stock for both internal and external transport. At present TDCC and OFDC donot play a monopoly role in sal-seed marketing.

ACTS & RULES

- The Orissa Forest Produce (Control of Trade):Rules, 1983
- Powers, duties and functions of Grama Panchayat.
- The Forest (Conservation) Act, 27th December, 1980.

- The Orissa Forest Produce (Control of Trade) Act, 1981
- The Orissa Kendu Leaves (Control of Trade) Rules 1962
- Co-operative Societies (Orissa) Rules, 1980
- Orissa Timber and Other Forest Produce Transit Rules, 1980.

**The Orissa Forest Produce (Control of Trade)
Rules, 1983
(The 8th April, 1983)**

S.R.O. No. 208/83 - Whereas the draft of the Orissa Forest Produce (Control of Trade) Rules, 1983 was published as required by subsection (1) of Section 21 of the Orissa Forest Produce (Control of Trade) Act, 1981 (Orissa Act 22 of 1981) in the extraordinary issue of Orissa Gazette No. 63 dated the 18th January , 1983 and S.O. No. 64/83 under the notification of the Government of Orissa in the Forest, Fisheries and Animal Husbandary Department No. 1371 F.F. A.H. dated the 14th January 1983, inviting objections and suggestions from all persons, likely to be affected thereby, after the expiry of a period of fifteen days from the date of publication of the said notification in the official Gazettee.

And where as the objections received with respect to the said draft have been duly considered by State Government :

Now, therefore, in exercise of the powers conferred by Section 21 of the said Act, the State Government do hereby make the following Rules namely;

1. Short, Title and Commencement - (1) These rules may be called the Orissa Forest Produce (control of Trade) Rules, 1983.

They shall be come into force on the date of their publication in the official Gazettee.

2. Definitions - (1) In these rules, unless the context otherwise requires -

- (a) Act means the Orissa Forest Produce (Control of Trade) Act, 1981.
- (b) Conservator means the conservator of Forests in charge of a territorial circle.
- (c) Divisional Forest Officer means the forest officer in charge of a territorial forest division;
- (d) Form means a form appended to these rules;
- (e) Government means the State Government of Orissa;
- (f) Government undertaking means a Company registered under the Indian Companies Act, 1956 in which the State Government hold not less than eighty percent of paid up shares;
- (g) Prescribed authority for the purpose of sub-section (4) of section 5 shall be the Divisional Forest Officer having jurisdiction over the area to which the application relates;
- (h) Purchaser means a person or party to whom specified forest produce has been sold or otherwise disposed of in such manner as the State Government may direct under section 12;
- (i) Section means a section of the Act;
- (j) Transport permit means a permit issued under Clause (C) of Sub section (2) of Section 5 for transport of any specified forest produce.

2. The words and expressions used but not defined in these rules shall have the same meaning respectively assigned to them in the Act.

3. Appointment of Agent (1) - To appoint agent or agents for any unit for all or any specified forest produce under Sub-section (1) of Section 4, the Government shall publish in the Official Gazettee and in such other manner as it may think fit, a notice inviting application for such appointment, indicating the terms and conditions of the agency.

(2) The application for agency shall be in Form "A" which may be obtained from the Divisional Forest Officer concerned or from any other Divisional Forest Officer on payment of two rupees for each form.

(3) A non refundable fees of ten rupees shall be paid for each application for agency. The amount shall be payable in the form of a receipted Treasury Challan showing deposit under the head 882 - Forest remittance or Bank draft deposited or drawn, as the case may be, in favour of the Divisional Forest Officer in whose jurisdiction the unit is situated. A separate application with a separate fee shall be required for each unit of the specified forest products.

(4) (i) The application for agency, complete in all respects including the prescribed application fee, shall be submitted to such authority by such date and in such manner as may be specified in the notice published under Sub-rule(1).

(ii) No person shall be allowed to apply on behalf of another person or a firm unless he encloses a copy with the application, and produces the original before the Divisional Forest Officer, of the power of Attorney executed by such person or firm empowering him to act on his or their behalf, or the certificate of registration of the firm of which he claims to be a partner.

(iii) A Grama Panchayat or Co-operative Society may submit the application enclosing a duly certified copy of the resolution passed in this respect;

Provided that no such certified copy of any resolution shall be required in the case of the Orissa Tribal Development Co-operative Corporation, the Orissa Forest Corporation Ltd. Or any other Government undertaking.

(5) (i) Every application shall also be accompanied by a receipted Treasury Challan in support of cash deposit of five hundred rupees credited under the Head "832 - Forest Remittance" in favour of the Divisional Forest Officer concerned as advance Security Deposit Challan for making such deposit may be obtained from any Divisional Forest Officer.

(ii) In addition to the advance security deposit mentioned above, the applicant shall also furnish and enclose a certificate of personal solvency of the security bond or an independent surety holding such certificate to the extent of the amount specified in the notice under Sub - rule (1).

Provided that the Government may by a general or special order, exempt a Grama Panchayat, a co-operative society, the Orissa State Tribal Development Cooperative Corporation, the Orissa Forest Corporation Ltd., or any other Government undertaking from the provisions of this clause.

(6) (i) In making selection of agents, preference shall be given to Grama Panchayat, Co-operative Societies, Orissa Tribal Development Co-operative Corporation and Government Undertakings.

(ii) The Government may accept or reject any application without assigning any reason therefore. The advance security deposit shall be refunded to the application whose applications

are rejected. The advance security deposit of the applicant appointed as an agent shall, subject to the provisions of sub-rule (8), be adjusted against the Security Deposit required under Sub-rule (9).

(7) Notwithstanding anything contained in these rules where the Government is of the opinion that is expedient and necessary to do so it may, for reasons to be recorded in writing therefore, appoint a cooperative society, a Grama Panchayat, the Orissa State Tribal Development Cooperative Corporation, the Orissa Forest Corporation Ltd. Or any other Government undertaking as agent or agents for one or more unit of each specified forest produce, and in such case it shall not be necessary to invite applications under Sub-rule (1) of Rule 3.

(8) (i) On appointment as an agent, the person or Grama Panchayat or Cooperative society including the Orissa State Tribal Development Cooperative Corporation, the Orissa Forest Corporation Ltd. Or any other Government undertaking so appointed shall execute an agreement in Form 'B' within fifteen days of the issue of the order of appointment failing which the appointment shall be liable to be cancelled and, on such cancellation the agent shall be liable to pay the loss, if any incurred by the Government as a result of cancellation of the appointment. The loss will be a sum to be calculated as under -

$A = B \times R$, where

'A' is the loss to Government

'B' is the different of the quantity of the specified forest produce notified for the unit and the total quantity which is collected and delivered, and

'R' is the rate per unit of quantity at which Government sells specified forest produce minus all expenses per unit of quantity incurred by the Government till delivery of the specified forest produce to the purchaser.

Explanation - The loss will be equal to an amount which results by the multiplication of the quantity which is collected and delivered short of the quantity notified for the unit and a figure which is the difference between the rate of sale per unit of the quantity and all expenses per unit of quantity incurred by the Government till it is delivered to the purchaser.

(i) The loss as calculated in the manner provided under clause (1) shall be recoverable from out of the advance security deposit and in case of deficit the balance would be recovered as an arrear of land revenue under the provisions of the Orissa Public demands recovery Act, 1962.

(9) (i) The agent so appointed for a particular unit shall, before signing the agreement deposit as security for the proper execution and performance of the agency in accordance with the terms and conditions of the agreement and the provisions of the Act and these rules, minimum sum to be specified in the agency notice, in the event of the agent being not able to deposit the aforesaid amount of security, any other person may be allowed to deposit the said amount on his behalf, subject however to the condition that the amount so deposited as security by him shall, for the purposes of these rules and the agreement be subject to the same terms and conditions as if such amount is deposited by the agent himself.

(ii) This security deposit shall be in shape of "Forest Deposit" in the name of the concerned Divisional Forest officer either in cash or in the shape of Post Office Cash Certificates or National Savings Certificate duly pledged to the Divisional Forest Officer concerned.

(iii) The Security Deposit shall either wholly or in part, as the case may be, adjusted by the Divisional Forest Officer towards the recovery, if any, of the penalty for short collection of specified forest produce, compensation, damages, loss and any other dues which may be recoverable under the provisions of the agreement, these rules and the act and if ordered by the Divisional Forest Officer in writing all such deductions shall have to be made good by the agent by deposit of an equivalent amount within fifteen days of the receipt of the notice of that effect.

(iv) If the dues to be recovered exceed the amount of the security deposit the amount in excess shall, unless made good within fifteen days from the date of the Divisional Forest Officer's notice to that effect, be recoverable as a Public Demand under the provisions of the Orissa Public Demands Recovery Act, 1962.

(v) The security deposit or the balance, as the case may be, shall be refunded to the agent or person depositing it on behalf of the agent when the Divisional Forest Officer is satisfied that all the obligations and formalities on the part of the agent under the terms of the agreement and the provisions of these rules and the Act have been duly complied with and that no amount is due against him.

(vi) In addition to the Security deposit mentioned above, the agent shall furnish a certificate of personal solvency or the security bond of an independent surety holding such certificate to the extent as is specified in the agency notice :

(vi) In addition to the security deposit mentioned above, the agent shall furnish a certificate of personal solvency or the security bond of an independent surety holding such certificate to the extent as is specified in the agency notice :

Provided that no such certificate shall be necessary in case of the Orissa Tribunal Development Co-operative, Orissa Forest Corporation Ltd. Or any other Government undertaking.

10. (i) Unless otherwise directed by the Divisional Forest Officer the agent shall purchase the specified forest produce from persons mentioned in sub-clause(i) of clause (d) of section 2 and collect specified forest produce from Government land at the depot or depots opened by him or ordered to be opened by the Divisional Forest Officer in accordance with the provisions of the Act, the agreement and these rules. The Divisional forest Officer may, from time to time give him appropriate directions in this behalf, not inconsistent with the provisions of the Act, the rules and the agreement.

(ii) The agent shall purchase and collect only such quality of specified forest produce as is fit for the purpose of consumption or use as raw materials for manufacture or for trade and is described in agency notice. In addition to the above work, the agent if so required, shall carry out such other works as are necessary and associated with the trade of specified forest produce within the unit in accordance with the instructions issued to him on the subject.

(11) The agent shall be responsible for safe custody and storage of purchased and collected specified forest produce and shall take all precautions necessary to prevent any deterioration of quality till the time, the entire stock in his custody is delivered to an officer or a person as may be directed and the manner prescribed in the agreement. The agent shall be responsible for any shortage in quantity or deterioration of quality during his custody and loss suffered by the Government of this account and assessed by it shall be made good by the agent.

(12) The agent shall purchase specified forest produce from the growers of forest produce other than the Government against cash payment at the rates notified by the Government for such purchase and shall pay to the persons who have collected the specified forest produce from the Government forests and lands in cash immediately on receipt of the forest produce, as collection charges at rates determined by the Government from time to time.

(13) The agent shall maintain such account and submit such periodical returns to the Divisional Forest Officer or to any other officer authorized by the Divisional Forest Officer, as may be directed by the Divisional Forest Officer.

(14) Nothing in the foregoing rule shall be constructed to confer on the agent an exclusive right to purchase or collect specified forest produce in the unit for which he appointed as agent and in case of negligence of the agent in purchase or collection of specified forest produce or breach of condition of the agency agreement, the State Government without taking recourse to cancellation of the agreement, shall have the right to purchase and collect specified forest produce in the unit by themselves or by an officer authorized by them in writing in that behalf and the agent shall have no right to question the action of the State Government. But he reduced proportionately to the extent of collection made by Government or the officer authorized by them.

(15) The agent shall not appoint any person whose engagement is objected to by the Divisional Forest Officer and for this purpose, the agent shall furnish immediately, on appointment, a list of his employees to the Divisional Forest Officer.

(16) The agent shall provide an identity card or other device approved by the Divisional Forest Officer, to all persons employed by him whereby they may be readily identified.

4. Transport of specified Forest Produce for bona fide use or for consumption - (1) Any person may, under Clause (b) of Sub-section (2) of Section 5 transport individually the specified forest produce upto the quantity as mentioned in the Table below at a time from the place of purchase of such produce to the place where such produce is required for his bona fide use or for consumption, namely;

Table

Specified Forest Produce	Quality
(1)	(2)
(i) Dhaura Gum, Khair Gum, Babul Gum, Sal	One Kilogram

Resin, Salei Resin	
(ii) Mohua Flowers	Five Kilograms for transportation within the limits of a Municipality or Notified Area and seventy -five k.m. For transportation outside the limits Of a Municipality or Notified area.
(iii) Mohua Seeds	- Five Kilograms
(iv) Myrabolans	- Five Kilograms
(v) Sal Seeds	- Five Kolograms
(vi) Tamarind	- One Quintal

(2) Any person having any right in any forest in respect of any specified forest produce may, under Clause (d) of Sub-section (2) of Section 5, transport such produce for his domestic use or consumption up to the quantity specified under Sub-rule (1).

Transport Permit - (4) Subject to the provisions of Clauses (a),(b) and (d) of Sub-section (2) of Section 5, transport of specified forest produce shall be regulated by transport permits of the types specified in column (1) of the table given below, which shall be issued by the authorities mentioned against each in column (2) thereof -

Table

Types of Transport Permit	Authority to issue the permit
(1)	(2)
(i) For transport from collection depot to storage godown	Divisional Forest Officer or an officer or an officer or employee of the agent duly authorized.
(ii) For transport outside State. (Form P. 2)	Divisional Forest Officer or an officer not below the rank of a Forest Ranger Duly authorized by him in writing.
(iii) For transport otherwise than those mentioned in items (i) and (ii) and within the State.	[Divisional Forest Officer or an officer not below the rank of a Forest Ranger duly Authorized by him in writing for such quantity and for such period as may be

specified by him.]

Provided that the Divisional Forest Officer; if he has reason to believe that an officer or employee so authorized by him to issue permit is not suitable, shall forthwith cancel such authorization.

(2) Application for issue of transport permit of any of the aforesaid types shall be made in Form 'C' to be obtained from the office of the Divisional Forest Officer on payment of one rupee per each form and shall be submitted to the Divisional Forest Officer or to the Officer or person authorized to issue permit, as the case may be :

Provided that the Divisional Forest Officer or any officer or person authorized by him if he has reason to believe that the specified forest produce in respect of which the application has been made, has been obtained, illegally or collected illicitly or without authority, may after giving the applicant such opportunity of being heard as he may in the circumstances deem fit, reject such application by an order in writing.

(3) All types of transport permits shall be subject to the following conditions, namely,

(a) Each consignment of specified forest produce during movement by any mode of transport shall be accompanied by a transport permit of the concerned types;

(b) the specified forest produce shall be transported only by the route specified in the permit and shall be produced for checking at such place or places as may be specified therein;

(c) [***]

(d) the permit shall be valid for such period as may be specified therein;

(e) the transport permit may be cancelled by the officer issuing the same or by an officer superior to him in rank if there is reason to believe that the permit has been misused or if likely to be misused;]

(f) all transport permits after transporting specified forest produce or after the expiry of the period mentioned therein, whichever is earlier, shall be returned within a fortnight to the nearest forest officer of or above the rank of Forest Ranger after obtaining acknowledgement.

6. Registration of Growers of Specified Forest Produce - (1) Every grower of specified forest produce other than the Government shall, if the quantity of specified forest produce grown by him is likely to exceed the quantity as specified in the table below, get himself registered under Section 10.

TABLE

Specified Forest Produce	Quantity
1	2
1. Dhaura Gum, Khair Gum, Babul Gum, Sal Resin, Salai Resin	.One Kilogram
2. Mahua Flowers	.Two quintals
3. Mohua Seeds	.One quintal
4. Myrabolans	.Two quintals
5. Sal Seed	.Five Kilograms
6. Tyamarind	.Two quintals

(2) An application for registration grower of specified forest produce shall be in Form D to be obtained from the office of the Divisional Forest Officer on payment of one rupee for each form, and to be filed before the Range Officer within whose jurisdiction the growers land on which specified forest produce plants grow, is situated. The Range Officer after due verification shall forward the application within thirty days of its receipt to the attached Officer posted in the office of the Forest Officer who, after making such enquiry as may deem necessary, may grant a certificate of registration in Form E or reject the application after recording reasons therefor.

(3) The certificate of registration once issued shall be valid till it is cancelled or modified for reasons to be recorded in writing by the authority who issued the same or till the applicant is in possession of the land in respect of which the certificate of registration has been obtained, whichever is earlier.

(4) If a certificate is lost or is mutilated, a certified copy of the same can be obtained from the Officer who issued the Original Permit, on payment of one rupee.

(5) Every registered grower of the specified forest produce shall obtain an account slip in Form F from the Range Officer concerned on 1st of January every year and the said account slip shall be produced at the depot while offering the specified forest produce for sale and the person authorized to purchase such specified forest produce of the grower shall make the entry of the quantity of the specified forest produce purchased by him in the said slip.

(6) Every grower of specified forest produce holding a certificate of registration shall furnish an account of total quantity of specified forest produce collected by him and its disposal during the period specified in his certificate of registration on a date to be indicated, therein, in the form prescribed by the Officer granting such a certificate in the event of failure to submit the above account by the prescribed date the certificate of registration shall be liable for cancellation.

(7) Procedure of Enquiry about rejected Specified Forest Produce - (1) On the receipt of a complaint under Sub-section (2) of Section 9 the officer holding an enquiry shall as soon as possible intimate the place, date and time fixed for holding the enquiry to the party or parties concerned.

(2) On the date fixed or on any subsequent date to which the enquiry may be adjourned, such officer shall, after hearing the parties or their duly authorized representative who may appear before him and making such further enquiry he may deem necessary, pass such orders in terms of Sub-section(3) or (4) of Section 9, as he considers fit.

(3) If the party or parties, as the case may be fails/fail to appear either personally or through his/their duly authorized representative(s). the enquiry officers shall take decision ex parte, after making such enquiry as he may deem necessary :

Provided that if the enquiry officer is satisfied that the non-appearance of the party or parties was for sufficient cause, he may deem fit pass suitable order in supersession of the ex parte order.

(4) Any compensation ordered to be paid as a result of the enquiry or any collection charges so ordered to be paid under Sub-section(4) of Section 9 shall be paid within one month from the communication of the orders to the party concerned.

8. Registratiobn of Manufactures, Traders and Consumers of Specified Forest Produce - (1) Every manufacturer (whose factory is situated in the State of Orissa and) who use anuy

specified forest produce as a raw material and every trader and consumer whose principal place of business is situated in Orissa and whose annual use requirement of consumption as the case may be exceeds the quantity given in the schedule below shall declare his stock of specified forest produce in Form G and set himself registered separately for each specified forest produce in the manner hereinafter provided after payment of an annual registration fee as specified in the said schedule-

SCHEDULE

Schedule of Annual Registration fee and quantity above which the Registration shall be necessary

Name of specified Annual Registration fee Quantity for a Trader Manufacturer Consumer Trade Consumer
And Trader

(1)	(2)	(3)	(4)	(5)
	Rs.	Rs.		
1.Dhaura Gum	50	5	1Kg.	1Kg.
2.Khair Gum and Babul Gum	50	5	1Kg.	1Kg.
3.Sal Resin, Salai Resin and Sal seed	50	5	1Kg.	5Kg.
4.Mohua flowers	100	5	1Quintal	5Quintal
5.Mohua seeds	100	5	1Kg.	5Kgs.
6.Myrabolans	50	5	1Kg.	5Kgs.
7.Tamarind	50	5	1Quintal	20Quintals

(2) An application for registration under Section 11 shall be in Form H and shall be filled before the Divisional Forest Officer in whose jurisdiction the manufacturer, trader and consumer of the specified forest produce resides or his principal place of business is situated [***]. The annual registration fee shall be deposited the amount shall be enclosed with the application for

registration. The Divisional Forest Officer or an officer authorized by him in writing, may after making such enquiry as he deems necessary grant a certificate of registration in Form I or reject the application after recording reasons therefore.

(3) The registration shall be valid for the calendar year for which the certificate of registration is issued.

(4) [Every registered manufacturer, trader and consumer covered by Sub-rule (1) shall maintain a register of accounts of specified forest produce and shall submit quarterly, return of these accounts to the Divisional Forest Officer in Form M.

(5) If a certificate is lost or is mutilated a certified copy of the same can be obtained from the Divisional Forest Officer on payment of five rupees for each certificate.

(6) The certificate of registration of the manufacturer trader or consumer of the specified forest produce who has committed any breach of the Act, these rules or of the conditions of any agreement entered into with the Government as a result of which he has either been punished under Section 16 or his agreement has been terminated, shall be liable to be cancelled by the Divisional Forest Officer and the manufacturer trader or consumer as the case may be shall be refused registration for a further period which may extend to three years.

Provided that if the manufacturer, trader or consumer of the specified forest produce concerned is aggrieved by the above order he may appeal to the Conservator within thirty days from the date of the order :

Provided further that the Conservator may for sufficient reasons to be recorded in writing admit an appeal after the expiry of the period specified in the preceding provision and the order passed by the Conservator in such appeal shall be final and binding.

[7. (a) " A manufacturer or an industrial consumer who has in pursuance of any agreement with the Government, established a plant in Orissa for the purpose of use of any specified forest produce as raw material in the plant, in addition to the registration as required under sub rule(1) shall apply to the Chief Conservator of Forests on or before the 31st March of every year stating the quantity of specified fore produce required to be purchased by him for the purpose of such . Every such application shall be accompanied by a Bank draft for the sum calculated at the rate of twenty-five rupees for every Metric Ton of specified forest produce payable to the Chief Conservator of Forests, as earnest money. The chief Conservator of Forests shall issue

appropriate allotment orders for the sale of such quantity of specified forest produce as may be determined by him :

Provided that the manufacturers or industrial consumers who have already submitted their intimations on or before 31st March, 1984 shall have to submit fresh applications accompanied by necessary Bank draft towards the earnest money as provided in this clause on or before the 20th June, 1984.

(b) Every applicant under Clause (a) shall give an undertaking in the application that he is agreeable to purchase the specified forest produce at such rate as may be determined by the Chief Conservator of Forests on "as is where is " basis and any application not containing this undertaking shall be liable to be rejected.

(c) in determining the price to be paid by a manufacturer or an industrial consumer, the Chief Conservator of Forests shall ensure that the price fixed by him is not below the prevailing market price. The price so determined by the Chief Conservator of Forests shall be final for all purposes.

(d) The Chief Conservator of Forests shall determine the quantity to be sold, keeping in view the installed capacity, the requirement of the specified forest produce as recommended by the Industries Department at the time of installation, if any, the total quantity of specified forest produce likely to be collected during the year and the performance of the manufacturer or industrial consumer in the matter of compliance of the allotment order during the previous year.

(e) The allotment order issued by the Chief Conservator of Forests under Clause (a) shall inter alia require the manufacturer or industrial consumer to deposit within ten days of the receipt of such order, a sum equivalent to ten percent of the value of the allotted specified forest produce as security and to execute the agreement for the purpose. The earnest money deposited earlier shall be adjusted towards the security so required to be deposited. The allotment order shall further provide that the allottee shall lift the specified forest produce on "as is where is" basis and no dispute shall be entertained in regard to the quality of such produce.

(f) In case the allottee fails to execute the agreement or to lift the stock of specified forest produce within the specified the security deposited shall be liable to be forfeited by the Chief Conservator of Forests in addition to remedies available.]

Explanation - The decision of the Chief Conservator of Forests as to what is the prevailing market price at any point of time shall be final.

9. Certificate of Sale - the Government or its officer or an agent who sells or delivers the specified forest produce to the purchaser shall grant him a certificate of sale in Form J. Any

person who claims to have purchased the specified forest produce from the Government under Section 12, shall on demand by a Police or Forest Officer produce such certificate of sale in support of his claim, failing which his claim shall not be accepted and such stock which he claims to have purchased from the Government if not supported by a certificate of sale shall be deemed to be the property of the Government and may be taken possession of by a Police or Forest Officer;

Provided that if such person produces within fifteen days of the taking of possession of such forest produce by a Police or a Forest Officer before the Divisional Forest Officer any evidence to the satisfaction of the said Divisional Forest Officer in support of his having purchased such stock from the Government the forest produce so taken possession of by the Police or Forest Officer shall be released by the Divisional Forest Officer.

10. Grant of Licence for Retail Sale of Specified Forest Produce - (1) Any person who desires to engage himself in retail sale of specified forest produce shall obtain a licence in the manner herein after provided.

(2) An application for licence under Section 13 shall be in Form K to be obtained from the office of the Divisional Forest Officer on payment of one rupee per form Separate application shall be required for each specified forest produce.

(3) The application shall be made before the Divisional Forest Officer or any Gazetted Officer authorized by him in that behalf who may after such enquiry as he may deem fit, either reject the application after recording in writing reasons therefore or direct the applicant to remit the annual licence fee prescribed under these rules.

(4) The annual licence fee shall be on a sliding scale based on the quantity of the specified forest produce required to be traded during the calendar year by the applicant as per schedule below :

SCHEDULE

Mohua Flower	Mohua Seeds	Myrabolans	Dhawara Gum, Khair Gum, Salai resin Babool gum,Sal resin	Annual licence fee
---------------------	--------------------	-------------------	---	-------------------------------

			and Tamarind	
	(In Qtls)	(In Qtls)	(In Qtls)	(In Rupees)
(1)	(2)	(3)	(4)	(5)
(i) Up to 100	50	100	50	5
(ii) Up to 500	250	500	250	10
(iii) Up to 1,000	500	1,000	500	50
(iv) More than 1,000	500	1,000	500	100

(5) The applicant shall remit the annual fee as directed by the Divisional Forest Officer or the Gazetted Officer authorized under Sub-rule(3) and produce the evidence of having deposited the amount within seven days of such order.

(6) On production of an evidence in respect of having deposited the amount of annual fee, the Divisional forest Officer or the Gazetted Officer so authorized shall grant a licence in Form L. One licence may be granted for one or more specified forest produce.

(7) Every licensee shall maintain a register of account of specified forest produce and shall submit to the Range Officer concerned returns of stock in such forms and on such dates as may be prescribed by the Chief Conservator of Forests, Orissa.

(8) If a licence is lost or is mutilated, a certified copy of the same can't be obtained from the Divisional Forest Officer or the said authorized Gazetted Officer on payment of five rupees for each licence.

(9) The licence of the specified forest produce, who has committed any breach of the Act, these rules or of the conditions of agreement, if any, entered with the Government as a result of which he has either been punished under section 16 or his agreement has been terminated, shall be liable to be cancelled by the Divisional Forest Officer or an authorized Gazetted Officer and the person may be refused licence for a further period which may extend to three years.

Provided that if the licence of the specified forest produce concerned is aggrieved by the above order, he may appeal to the Divisional Forest Officer in case the licence is cancelled by such

authorized Gazetted Officer or to the Conservator in case the licence is cancelled by the Divisional Forest Officer, within thirty days from the date of such order :

Provided further that such appellate authority may, for sufficient reasons to be recorded in writing admit an appeal after the expiry of the period specified in the preceding proviso.

(10) The quantities of the specified forest produce required by a licence for retail sale shall be purchased by him from the Government, its authorized officer or agent.

(11) The licensee shall sell the specified forest produce in retail to individual persons up to quantity as specified in the table below -

TABLE

Specified Forest Produce	Quantity
(1)	(2)
1. Dhawara Gum, Khairi Gum, Babool Gum, Salai resin, Sal resin	One kilogram
2. Mohua flowers	Five kilograms for transportation within the limits of Municipality or a Notified Area and seventy five kilograms for transportation outside the limits of Municipality or Notified Area
3. Mahua seeds	Five kilograms
4. Myrabolans	Five kilograms
5. Tamarind	One quintal

11. Conduct of Business of Advisory Committee- (1) The State Government shall, subject to the provisions of Section 6, publish the names of the members of each Advisory Committee constituted under that section, appointing one member as the Chairman and another as the Convener.

(2) Every meeting of the Committee shall be presided over by the Chairman, and in his absence by the convener. If both the Chairman and the Convener are absent the members present shall elect one of the members present as the Chairman and proceed with the meeting.

(3) The Chairman of the Committee shall fix the date, time and place of the meeting. Advance notice of the meeting of not less than seven days in case of an ordinary meeting and not less than three days in case of an emergent meeting shall be given to all the members of the Committee.

(4) Four members of the Committee shall constitute the quorum.

(5) The proceedings of the meeting shall be drawn up before the close of the meeting, and shall be authenticated by the signature of the members present at such meeting.

(6) The Committees advice shall be conveyed to State Government through the proceedings of the meetings, which shall be sent so as to reach the Secretary to the Government in charge of the Forest Department before the expiry of the period specified by the Government under Sub-section (5) of Section 6 or within the period extended by the State Government under the proviso to Section 7. The request for extension of time on behalf of the Committee shall be made well in advance by the convener.

(7) (a) The non-official members of the Committee, other than those who are members of the State Legislatures, shall be entitled to draw traveling and daily allowances as admissible to a first grade officer of the State Government and members of the Advisory Committee who are also members of the State Legislature shall draw traveling allowance at the rates payable to them while functioning as members of such legislature.

(b) The traveling allowance bills shall be presented to the Convener who shall, after scrutiny thereof, countersign the bills and disburse the amount.

FORM 'A'

[See Rule 3(2)]

Application for appointment as Agent

1. Applicant's name in full

2. Profession

3. Full address

4. Fathers name in full (in case of firm, give names of partners and of persons holding powers of attorney to act on behalf of the firm)
5. Place or places of business
6. Financial status with details or personal property, annual payment of income-tax and any other relevant evidence regarding financial status
7. Unit for which agency is applied
8. Name of specified forest produce for which agency is applied for
9. Evidence of payment of application fee
10. Evidence of payment of advance security deposit
11. Certificate of personal solvency or a surety in accordance with Sub rule (5) of rule 3

DECLARATION

I/We..... hereby declare that I/We have read and understood all the provisions of the Orissa Forest Produce (Control of trade) Act, 1981 and the rules made thereunder and the conditions of Agency mentioned in the notice and, I/We agree to abide by the same. I/We have personally inspected unit No...

If I/We am/are appointed as an Agent for the Unit mentioned above, I/We undertake to purchase from Growers and collect from Government lands, and deliver a quantity of on both counts, which shall not be less than...

As mentioned in the notice, I/We shall execute the agreement, with the Government of Orissa in the form prescribed under the rules within fifteen days from the date of the order of appointment.

.....
Signature of the applicant

FORM 'B'

[See Rule 3(8)]

THIS AGREEMENT made this the Day of

BETWEEN THE Governor of Orissa

(hereinafter called the 'Governor') of the part AND Shri/Messrs.....

Son of..... Village.....

Police Station..... District..... (hereinafter called the 'Agent') which expression shall include his heirs. Successors, representatives and assigns of the other part ;

WAEREAS trading in specified forest produce is regulated by the provisions of the Orissa forest Produce (Control of Trade) Act, 1981 and the rules made there under ;

AND WHEREAS, the Governor has to appoint agents for the purpose in the different units under Sub-section (1) of Section 4 of the said Act;

AND WHEREAS, the Governor has at the request of the Agent agreed to appoint him as an Agent for Unit No... .. in respect of the specified forest produce (... ..) in Forest Division , on the terms and conditions hereinafter sappearing ;

NOW THESE PRESENTS WITNESS and the parties hereto/ hereby mutually agree as follows :

(1) The Governor hereby appoints Shri/Messrs as his Agent for the purposes mentioned herein the Unit No... .. in respect of the specified forest produce in Forest Division more fully described in Schedule A and shown in the map annexed hereto (hereinafter referred to as the Unit).

(2) This agreement shall remain in force from to unless earlier determined by the Governor in accordance with the terms and conditions of these presents.

(3) The provisions of the Orissa Forest Produce (Control of Trade) Act, 1981, (hereinafter called the said Act) and of the Orissa Forest Produce (Control of Trade) Rules, 1983 (hereinafter referred to as the said rules), shall form part and parcel of and shall be construed as us specifically incorporated in these presents.

On or after (date)	After collection and delivery of quantity	Amount payable
1	2	3

Provided that the agent shall be -

(i) entitled to an additional remuneration at the rate of Rs... per... of the specified forest produce (... ..) for such quantity of the specified forest produce (... ..) which is collected and delivered in excess of and;

(ii) liable for deduction from his remuneration of an amount calculated at the rate of Rs... per... of the specified forest produce () falling short of ...

(5) The agent hereby expressly agrees with the Governor as follows-

(i) He shall, in all the transaction made by him in relation to the specified forest produce (... ..) act for and on behalf of the Governor. All costs and expenses which he is under these presents required to meet and incur on account of cleaning, storage, grading, processing, transport, packing and handling, as the case may be shall not exceed the rates specified in Schedule B. The above costs and expenses including those required to be incurred under Clauses (iv) and (v) below but other than those by way of reimbursement of penalty or negligence and misconduct on his part, shall be met by him out of the initial imprest money placed at his disposal and the amount thereafter received by him in accordance with the terms of this agreement and all the dispensation so made by him for and on behalf of the Governor shall be adjusted at the time of the periodical or final taking of accounts.

(ii) He shall purchase from Growers and/or collect from government land such quality and quantity of the specified forest produce(... ..). As specified in Schedule C and if ordered by the Divisional Forest Officer in writing, shall dry clean, pack after grading and processing, transport and store them in storage godowns constructed or hired by him.

(iii) The agent shall carry out the operation of drying, cleaning grading, processing, packing and storage in such manner that the said produce continue to be fit for consumption or use as raw materials for manufacture or for trade as is specified in Schedule C. If there is a dispute as to the suitability of the said produce for manufacture or of trade, the matter shall be referred to the Divisional Forest Officer, whose decision shall be final :

Provided that the agent shall be liable for any loss suffered by the Government on account of rejection of the specified forest produce (... ..) as unsuitable for consumption or use as raw material for manufacture or for trade of such produce on the security deposit and shall also be recoverable as arrears of land revenue.

(iv) The Agent shall pay to the Governns such purchase price as may be fixed by Government under Section 7 of the said Act and specified in Schedule D.

(v) He shall pay such collection charges to persons engaged for collecting the specified forest produce (... ..) from the Government forest and other lands as may be notified in the Orissa Gazette and specified in Schedule E.

(vi) He shall deliver such quantities of the specified forest produce (... ..) to the purchaser appointed for the unit or no such person or persons as may be directed by the Divisional Forest Officer Division (hereinafter called the said Forest Officer), from time to time.

(vii) The specified forest produce (... ..) so purchased or collected shall be held by him for and on behalf of Government till they are delivered to the purchaser or to such person or

persons as may be directed by the said Forest Officer.

(viii) He shall open such collection depots and construct storage godowns at such centers within the Unit as may be directed by the said Forest Officer. Unless ordered by the Divisional Forest Officer or an Officer authorized by him, in writing the agent shall not slacken or stop the work of purchase and collection in any of the depots subject to the condition in Clause 5(ii).

(ix) He shall transport the specified forest produce (... ..) so purchased and collected to the nearest storage godown. Thereafter he shall not move it from such storage godown unless directed by the said Forest Officer subject to the conditioned in Rule 5 of the said rules.

(x) He shall prominently display at each collection depot in the language of the locality the rates of purchase and collection of the said forest produce as notified by the Government.

(xi) He shall respect all rights lawfully vested in private person relating to the appropriation of the specified forest produce(... ..).

(xii) He shall maintain such registers and accounts in such forms as may, from time to time, be prescribed.

(xiii) He shall submit to the Forest Officer or to such other Officer as may be authorized by the said Forest Officer such returns and at such intervals as may, from time to time, be directed by the said forest Officer.

(xiv) He shall give all facilities to the said Forest Officer and any Officer authorized by the said Forest Officer, for the inspection of his stock and accounts kept at any collection depots and storage godown.

(xv) He shall be responsible for any damage that may be caused to the forest due to his negligent or default in the course of his operation in a Government Forest. The compensation for such damage shall be assessed by the said Forest Officer and his decision thereon shall, subject to an appeal to the concerned Conservator of Forests be final, conclusive and binding on the parties :

Provided that no compensation for damage shall be assessed without giving the agent a reasonable opportunity of being heard.

(xvi) He shall, at all times, abide by and observe all rules, regulations and orders for the time being in force, made and issued under the Orissa Forest Act, 1972. In the event of the Agent becoming aware of the breach by any person or persons whatsoever of any of the aforesaid rules, regulations and orders he shall forthwith report the fact of such breach to the nearest Forest Officer and use his best endeavours to discover the whereabouts of the person or persons concerned in the commission of such breach and render all reasonable assistance, if required, in arresting such person or persons and in procuring his or their conviction by the

proper authorities.

(xvii) He hereby binds himself to perform all acts and duties required to be done by him and to obtain from doing or performing any act forbidden by or under the said Act and the said rules and to pledge as security for the due performance and observance by him of the terms and conditions of this agreement the sum of Rs.....(Rupees... ..) specified in Sub-rule(9) of Rule 3 of the said rules and deposited in favour of the said Forest Officer. The agent further agrees to pay to the Governor a sum of five hundred rupees for every commission by himself or for every act by himself or by persons employed by him which may be in contravention of the said Act the said rules or this agreement.

(xviii) After the delivery of any lots of specified forest produce the agent shall submit the account of money entrusted to him by the governor to meet the purpose and collection charges and all other expenses incurred by him on behalf of the Governor and his remuneration and he shall be paid the balance, if any, due to him in the manner prescribed by rules. In so doing the said Forest Officer may, after giving the agent, a reasonable opportunity of being heard deduct such amount or amounts as may be found due to the Governor on account of any penalty, reimbursement or any other costs or charges recoverable or likely to be recoverable from the agent in terms of this agreement.

6. The agent further agrees that he shall be responsible for the safe custody and storage of the specified forest produce (... ..)while under his control and shall also take necessary precautions against fire and theft and otherwise deterioration of the stock of the specified forest produce (... ..)held by him till and on the date of determination of this agreement either by efflux of time or otherwise.

7. If the agent commits a breach of any of the conditions of this agreement and it is not proposed to terminate the agreement on account of any such breach, the said Forest Officer may impose a penalty not exceeding rupees two hundred, an appeal against this order shall lie to the concerned Conservator of Forests whose decision shall be final and binding on the parties.

8. If the agent commits default in complying with any of the provisions of this agreement then, without prejudice to any other rights and remedies, the Governor may, at his opinion, terminate the agreement and on such termination of the agreement, the Governor shall be entitled to -
(a) recover the loss calculated in the manner provided under Clause(i) Sub-rule(8) of rule 3 of the said rules and all amounts of penalty, compensation, reimbursement, cost, dues, charges recoverable or likely to be recoverable from the agent in terms of this agreement out of the

security deposit mentioned under Clause 5 (xvii) and in case of deficit, the balance shall be recovered as arrears of and revenue under the provisions of the Orissa Public Demands Recovery Act, 1962, and

(b) Blacklist the agent for a period not exceeding three years.

9. Any amount recoverable from the agent under this agreement shall be recoverable from him as arrears of land revenue.

Schedule A

Schedule B

Schedule C

Schedule D

Schedule E

IN WITNESS WHEREOF the parties hereto have put their hands and seal the day and year first above written.

.....

Signature

For and on behalf of the
Governor of Orissa

In the presence of

Witness :

1.

2.

In the presence of

Witness :

1.

2.

Signature of Agent

FORM 'C'

[See Rule 5 (2)]

Form of application for grant of transport permit

- (a) Name of the applicant... ..
- (b) Quantity of the specified forest produce (... ..) purchased
- © Division and Unit in which the specified forest produce (... ..) has been purchased.
- (d) Place or places where the specified forest produce (... ..) is stored - if at more than one place specify the quantity at each place.
- (e) Type of permit required... ..
- (f) Quantity for which permit is required... ..
- (g) Period for which permit is required... .. to be valid
- (h) Destination from and to which the specified forest produce (... ..) is to be transported from... .. to... ..
- (i) Mode of transport... ..
- (j) Routes by which the specified forest produce(... ..) is to be transported... ..
- (k) Place where the specified forest produce(... ..) is to be transported...
- (k) Place where the where transported specified forest produce (... ..) will be stored... ..

Certificate(s) of sale is/are herewith enclosed

Place... ..

Date... ..

... ..

Signature of the Applicant

FORM P.1

Book No... .. Page No... ..

[See rule 5(1) (i)]

Transport Permit

(From collection depot to storage godown)

1. Shri/Messrs... .. purchaser of Unit No... .. in respect of Division... .. has paid Rs... .. being the full part purchase piece of quintals of... .. in accordance with

Clause of the agreement. He is accordingly permitted to transport... .. quintals of...
... ..from... ..(collection depot) to... .. (storage godown).

2. The pwrmit is valid up to The above... .. shall be transported by the following routes-

- 1.
- 2.
- 3.
- 4.

and shall be presented for checking and examination at the following places-

- 1.
- 2.
- 3.
- 4.

3. Details of transport Permit I. (subsidiary) allowed to be used-

Book No... ..

Page fromto

Valid for issue up to... ..

Divisional Forest Officer

FORM P.2

[See Rule 5 (1) (ii)]

Book No... .. Page No...

Transport Permit

(Original/Copy)

(For transport outside the State)

1. I Shri/Messers... ..purchaser of Unit... .. in respect of of Division... ..
... is permitted to transport... .. quintals... ..packed in... .. packages from... ..
to by road and thence totrain... ..by

2. Name and address of the consignee... .. outside Orissa.

3. The permit is valid up to... ..

Place... ..

Date... ..

Divisional Forest Officer
... ..Division

FORM P.3
[See Rule 5 (1) (ii)]

Book No... .. Page No... ..

Transport Permit

(From collection/storage godown to any place within the State)

1. Name of the purchaser... ..

2. Unit No... .. in respect of... ..Division

3. Item of Minor Forest Produce... ..

4. Reference to Divisional Forest Officers authority No... .. Date... ..

5. Quantity and period for Quintals... .. Kgs.

Which authority under Actual packages up to... ..

3 above issued

6. Quantity covered under the Quintals... .. Kgs.

Above authority Actual Packages

Already transported

7. Quantity now being transported Quintals Kgs.

Under this permit (Give serial Actual Packages

Number of packages quantity

In each)

8. From... .. to... ..(Place)

9. Purpose of transport... ..

10. Route of transport... ..

11. Place or places of checking... ..

12. Permit is valid up to... ..

Note- Unless otherwise authorized by Divisional Forest Officer in writing the period shall not exceed shall not exceed forty-eight hours.

Place... ..

Signature of issuing Officer

Date hour Checked

... ..

Signature of Checking Officer
With the date and designation

FORM D
[See Rule 6 (2)]

Application for registration of Grower of forest produce under Section 19 for the specified forest produce (... ..)

(a) Name, fathers name and address of the applicant... ..

(b) Location area and survey number of the plots on which the specified forest produce (... ..) is grown.

© Particulars regarding ownership of the land

Number of trees of existing in each plot

(d) Whether he is growing the specified forest produce(... ..) as a commercial crop.

(e) Estimation production of the specific forest produce(... ..)

1. 19

2. 19

3. 19

(f) What quantity was collected during the past three years ?

(g) To whom the specified forest produce was sold during the year... .. and the last two years and for what amount ?

(h) Place or places, where the specified forest produce will be stored. Temporarily till delivery.

Date... ..

Place... ..

.....
Signature of the Applicant

FORM E
[See Rule 6(2)]

Book No... .. page no... .. (in two folios)
Certificate of Registration of Growers of forest produce

This is to certify that Shri Son of
Of village... .. Police Station... .. District... .. failing in Unit No... .. in respect of the
specified forest produce (... ..) of Division... .. has been registered on as
a Grower of the specified forest produce (... ..) as required under Section 10 of the Orissa
Forest Produce (Control of Trade) Act 1981, Estimated annual production of the specified forest
produce (... ..) fit for consumption or use as raw material for manufacturer or for trade in his
holding as shown below as The places of storage would be
The Grower shall maintain an account of the specified forest produce collected and disposed of
by him during the period... .. to and shall furnish the same to this officer on... .. every
year.

Details of holding

- 1.2.
- 3.

SEAL
Signature of Divisional forest
Officer.....Division

FORM F
[See sub-rule (5) of Rule 6]

Account slip of the registered grower of forest produce

- 2. Registration No... .. of the firm or Company.
- 3. Name of centers of business having either Office or Tgodown.

- 1.
- 2.
- 3.

4. Present stock of the specified forest produce (... ..) each Godown at the time of furnishing declaration-

Name of the storage center Quantity

- 1.
- 2.
- 3.

5. Trade for which the specified forest produce(.....) is being used as raw material or how it is consumed.

6. Quantity of finished product manufactured annually in which the specified forest produce (.....) was used as raw material during previous two years and the quantity of the specified forest produce(.....) consumed...

Year	Quantity of Finished produce	Quantity of the specified forest produce(...) used
1.		
2.		

7. Estimated quantity of finished product and requirement of the specified forest produce (.....) for the same during ensuing year.

- a. Estimated finished produce(.....)
- b. Estimated requirement (quantity) of specified forest produce(.....)

8. Quantity of specified forest produce.....exported annually during the previous two years.

Year	Place of export	To whom exported Or sold	Quantity
1	2	3	4

1.	1.		
	2.		
	3.		
2.	1.		
	2.		
	3.		

9. Estimated export during the ensuing year (quantity)

I further declare that I have read and have understood the provisions of the Orissa Forest Produce (Control of Trade) Act, 1931 and the rules made thereunder.

All the details given above are correct to the best of my knowledge and I shall be able to produce evidence in their proof.

.....
Signature of the Manufacturer/
Trader/Consumer

Place.....

Date of furnishing declaration.....
Presented in duplicate on (date).....to the (Officer)
..... at place.....

.....
Signature of the Manufacturer/
Trader/consumer

Copy forwarded to the Conservator of Forests, for information.

.....
Divisional Forest Officer
.....Division

FORM H
[See Rule 8 (2)]

Application for registration of Manufacturer/Trader /Consumer for the specified forest produce(.....) under Section11

1. Name, fathers name and address of the applicant, if it is a registered firm or company, anme of the firm or company, registration number, year of registration, the name address of person holding a power of attorney (A copy of power of attorney to be enclosed)

2. Particulars of Trade in the specified forest produce(.....) (quantity)

3. Place or places of business, location of the headquarters or head office village or town tahasil, police-station and district.....

(a) Average quantity used as raw material annually and or Average quantity of the specified forest produce(.....) annually exported outside the s\State during the last three years as also the quantity of the specified forest produce (.....) exported each year during the last three years,

19

19.....

19.....

Average.....

(b) Trade Mark, if any, case of manufacturer and the name or names of places where the specified forest produce (.....) is exported in case of Trader.

(c) Estimated annual requirement of the specified forest produce (.....) for purpose of

(i) Use as raw materials for manufacture or trade.

(ii) Export

(d) Name or names of places of godowns where appliants's stock of the specified forest produce (.....) is stored.

(e) Manner is which the required stock is obtained

(f) Central Excise Registration No....., if any

4. Since when the applicant is

(i) Manufacturer

(ii) Trader

(iii) Consumer

5. Name and address of two persons of status to whom references could be made for verification or details of the application :

(1)

(2)

6. Quantity of the specified forest produce (.....) for which registration is required.

7. Year for which registration is required

8. Whether the applicant was previously registered and, if so, in what year and in which Division, and for what quantity of the specified forest produce(....)

9. Any other information the applicant desires to give as an evidence that he is a bona fide manufacturer / trader / consumer of the specified forest produce

10. Evidence of payment of registration fee Rs.

Place

Date

Signature of the Applicant

The O.F.P.(C.T.) Rules, 1983

Form – “I”
[See Rule 8 (2)]

Book No. ----- (in three foils) ----- Page No.-----

Certificate of registration as Manufacturer Trade / Consumer of the specified forest produce (-----
---)

The is to certify that Shri----- , son of ----- M/s. ----- of --
----- police –s tation ----- tahasil ----- dist. ----- has been registered
for the year as Manufacturer / Trader / Consumer of the specified forest produce (--
-----) as required under section 11 of the Orissa Forest Produce (Control of Trade) Act, 1981
and the rules made thereunder;

Estimated quantity of the specified forest produce (-----) handled annually for
manufacturer / Trade Consumption is about ----- stored at the following places :

- 1.
- 2.
- 3.
- 4.
- 5.

Signature of Divisional Forest Officer ----- Diviosn, (Seal of Office) Dated ----

Copy forwarded to Conservator of Forests for information

Divisional Forest Officer ----- Division.

FORM ' J '
[See Rule 9]

Book No Page No.

Certificate of Sale

1.Name of the purchaser :

2.Name of the Sale Depot and Unit ...

3.Quantity sold / delivered :

4. Date of Sale / Delivery :

Place :

Date :

Signature of the Government
Officer / Agent or authorized
Representative

The P.F.P. (C.T.) Rule, 1983

FORM ' K '
[See Rule 10 (2)]

Application for grant of license for retail sale of the specified forest produce (-----)

1.Applicant' name and his father's name ----- (in case of firm, give name of the firm) alongwith names of the partners and ----- persons holding power of attorney to act on behalf on the firm, copy of which is to be enclosed.

2.Full Address

3.Profession

4.Place or places of business

5.Name of the specified forest produce for which licence is applied for -----

6.Quantity of the specified forest produce for which licence is applied for -----

7.Expected annual requirement -----

8.Financial status with details of personal property -----

9.Previous experience in the trade of the said specified forest produce with the areas operated
(if any)

10.Place for which licence is applied for -----

11.Evidence of payment of application form -----

12.Evidence of payment of annual licence fee -----

(Chalan etc. in original to be enclosed)

Signature of the Applicant

I/We have read and understood all the provisions of the Orissa Forest produce (Control of Trade) Act, 1981 and the rules made there under. In case of breach of the provisions of the Act or the rule I/We may be penalized in the manner prescribed. The information given above is correct to the best of my / our knowledge and belief.

Signature of the Applicant

6. Particulars of utilization/disposal

place of storage	Opening balance of stock of the quarter in matricton	Stock received during the quarter in matricton	Total of columns (2)and	Stock utilized during the quarter in matricton	Purpose for which utilized	Balance stock in matric ton	Quantity of finished products obtained
1	2	3	4	5	6	7	8
(1)							
(2)							
(3)							
(4)							

place :

Date :

.....
Signature of the manufacturer/
Industrial Consumer

Forwarded to the Divisional Forest Officer.....

.....
Signature of the manufacturer/
Industrial Consumer

**The Orissa Forest
Rest House Occupation Rules, 1983**

NOTIFICATION

The 21st March, 1983

No 6560-F.F.A.H. - The Orissa Forest Rest House Rules, 1983 is hereby published for information.

Preamble - Whereas it is necessary to frame a comprehensive set of rules for occupation of Forest Rest Houses, the following rules are therefore made by the Government of Orissa in

supersession of all previous rules and orders on1. Short Title, Ext and Commencement-(1)
These Rules may be called the Orissa Forest Rest House Occupation Rules, 1983.

2. They shall come into force on the date of their publication in Official Gazette.

(2) Definitions- in these rules, unless the context otherwise requires-

(1) Rest House means a house primarily meant for occupation of inspecting officers of Forest Department and includes a "Rest Shed" under management of an officer-in-charge of a Forest Division.

(2) Day means 24 hours between the time of arrival of a date and such time of the next date.

(3) competent authority means the Divisional Forest Officer in respect of Rest Houses and in respect of his jurisdictions to grant or sanction the reservation of Forest Rest Houses.

3. Right for Occupation of Forest Rest House- (1) Forest Rest Houses are mainly intended for the accommodation of the Gazetted Officers of the Forest Department on tour. Such officers of Forest Department have prior right of reservation and occupation at all time of Forest Rest Houses.

Powers, duties and functions of Grama Panchayat

44 **Obligatory functions:** - (1) Subject to the provisions of the Act and the rules made thereunder, it shall be the duty of a Gram Panchayat within the limits of its funds to undertake, control and administer and be responsible for the following matters in respect of the Grama, namely:-

(a) construction, repair, maintenance, alteration and improvement of public streets;

(b) lighting, watering and cleaning of public streets and other public places;

(c) the removal of unauthorised obstructions, projection and encroachments in or upon public streets and other public places;

(d) construction, maintenance and cleaning of drains and drainage works and all public latrines, urinals and similar conveniences and the disposal of drain water and sullage;

(e) construction and maintenance of works and means for supply of water for

public and private purpose and storage of water supplied for drinking purposes;

(f) scavenging, removal and disposal of filth, rubbish and other obnoxious polluted matters;

(g) reclamation of unhealthy locality, the removal of noxious vegetation and generally the abatement of all nuisances;

(h) measures for preventing and checking the spread of epidemic or infectious and other dangerous diseases;

(i) regulation and abatement of offensive or dangerous traders or practices;

(j) the registration of births, deaths and marriages and maintenance of registers prescribed by or under this Act;

(k) the operation, maintenance and development of all properties vested in or entrusted to the management of the Grama Panchayat;

(l) establishment, management and maintenance of common grazing grounds and lands for common benefit of the people of the Grama;

(m) maintenance of records relating to cattle census, population census and other statistics as may be prescribed;

(n) registration of animals sold;

(o) regulation and control of movement of cattle for protection of crops;

(p) destruction of stray and ownerless dogs;

(q) rederring all reasonable assistance to the Samiti in matter of establishment and maintenance of schools for primary education;

(r) supervision and maintenance of village and field boundary marks and maintenance of village records when so required by the State Government;

(s) supervision and maintenance of soil conservation works;

(t) regulation of hats, fairs and festivals an establishment, maintenance and regulation of markets, hats and car-stands including. stands for carriage or motor vehicles within the meaning of the Motor Vehicles Act, 1939 [4 of 1939] and registration of sales of animals in such markets, hats and fairs within the Grama;

(u) preparation and execution of plans to advance agricultural conditions including improved methods of agriculture an control eradication of pests; and

(v) fulfilment of any other obligation imposed by or under this Act or any

other law for the time being in force;

(w) minor forest product;

(x) Small-scale industries including food processing industries;

(y) rural housing;

(z) poverty alleviation programme;

(z-1) women and child welfare;

(z-2) Social welfare including welfare of the handicapped and mentally retarded.

(z-3) public distribution systems;

(z-4) maintenance of community assets.

NOTES: - Section 44 (k) Scope of - See - 1973 Cri. L. J. 962.

Sec. 44 (t) Control, administration, maintenance and regulation vests with the Grama Panchayat. Not any other officer of Government. 1987 (11) OLR 538. Stis Chandra Das Adhikari and Anr- V- State of Orissa.

Regional Centre For Development Cooperation

The Forest (Conservation) Act, 1980

(No.69 of 1980)

[27th December, 1980]

An Act to provide for the conservation of forests and for matters connected therewith or ancillary or incidental thereto.

Be it enacted by Parliament in the Thirty-first year of the Republic of India as follows:

1. Short Title, Extent and Commencement - (1) This Act may be called the Forest (conservation) Act, 1980.

(2) It extends to the whole of India except the State of Jammu and Kashmir.

(3) It shall be deemed to have come into force on the 25th day of October, 1980.

2. Restriction on the Dereservation of Forests or use of Forest Land for non-Forest Purpose - Notwithstanding anything contained in any other law for the time being in force in a State, no

State Government or other authority shall make, except with the prior approval of the Central Government, any order directing -

- I. That any reserved forest (within the meaning of the expression " reserved forest" in any law for the time being in force in that State) or any portion thereof, shall cease to be reserved;
- II. That any forest land or any portion thereof may be used for any non-forest purposes;
- III. That any forest land or any portion thereof may be assigned by way of lease or otherwise to any private person or to any authority, corporation, agency or any other organization not owned, managed or controlled by Government ;
- IV. That any forest land or any portion thereof may be cleared of trees which have grown naturally in that land or portion, for the purpose of using it for re-forestation".

[Explanation - For the purpose of this section " non-forest purpose" means the breaking up or clearing of any forest land or portion thereof for-

(a) the cultivation of tea, coffee, spices, rubber, palm oil, bearing plants, horticultural crops or medicinal plants;

(b) any purpose other than re-forestation,

but does not include any work relating or ancillary to conservation, development of forests and wild life, namely, the establishment of check-posts, fire lines, wireless communications and construction of fencing, bridges and culverts, dams, water-holes, trench marks, boundary marks, pipe lines or other like purposes.]

NOTES

Section 2- Approval of Central Government - Forest area already broken up or cleared before commencement of Act - Prior approval of Central Government for carrying on mining operations in such area not necessary - AIR 1985 SC 314 : AIR 1988 SC 2187.

Section 2 - Mining lease - Application after coming into force of Act - Rejection or - It is in conformity with purpose of the Act of preventing deforestation and ecological imbalances resulting from deforestation - AIR 1987 SC 1073 : AIR 1988 SC 2187 (4) 740.

3. Constitution of Advisory Committee - The Central Government may constitute a Committee consisting of such number of persons, as it may deem fit, to advise that Government with regard to -

I. the grant of approval under Section 3: and

II. any other matter connected with the conservation of forests which may be referred to it by the Central Government.

1[3-A. Penalty for Contravention of the Provisions of the Act - Whoever contravenes or abets the contravention of any of the provision of Section 2, shall be punishable with simple imprisonment for period which may extend to fifteen days.

1[3-B. Offences by Authorities and Government Departments-

(1) Where any offence under this Act been committed -

(a) by any department of Government, the head of the department ; or

(b) by any authority , every person who, at the time the offence was committed, was directly in charge of, and was responsible to , the authority for the conduct of the business of the authority for the conduct of the business of the authority as well as the authority;

shall be deemed to be guilty of the offence and shall be liable to be proceeded against and punished accordingly :

Provided that nothing contained in this sub-section shall render the head of the department or any person referred to in Clause (b) liable to any punishment if he proves that the offence was committed without his knowledge or that he exercised all due diligence to prevent the commission of such offence.

(2) Notwithstanding anything contained in Sub-section 1 where an offence punishable under the Act has been committed by a department of Government or any authority referred to in Clause (b) of Sub-section (1) and it is proved that the offence has been committed with the consent or connivance of, or is attributable to any neglect on the part of any officer, other than the head of the department, or in the case of an authority any person other than the person reefered to in Clause (b) of Sub-section (1) such officer or persons shall also be deemed to be guilty of that offence and shall be liable to be proceeded against and punished accordingly.]

4. Power to make Rules - (1) The Central Government may, by notification in the Official Gazette, make rules for carrying out the provisions of this Act.

(2) Every rule made under this Act shall be laid, as soon as in session, for a total period of thirty days which may be comprised in one session or in two or more successive and if, before the expiry of the session immediately following the session or the successive sessions aforesaid, both Houses agree that the rule should not be made, the rule shall thereafter have effect only in such modified form or be of no effect, as the case may be, so however, that any such modification or annulment shall be without prejudice to the validity of anything previously done under that rule.

5. Repeal and Saving - (1) The Forest (Conservation) Ordinance, 1980 is hereby repealed.

(2) Notwithstanding such repeal, anything done or any action taken under the provisions of the said Ordinance shall be deemed to have been or taken under the corresponding provisions of this Act.

The Wild Life (Protection) Act,1972
(ACT 53 OF 1972)

(Received the assent of the President on the 19th September 1972

An Act to provide for protection of * (Wild animals, birds and plants")

Whereas it is expedient to provide for the protection of wild animal and birds and for matters connected therewith or ancillary or incident therefore;

And whereas Parliament has no power to make laws for the States with respect to any of the matters aforesaid except as provided Articles 249 and 250 of the Constitution.

And whereas in pursuance of Clause (1) of Article 252 of Constitution resolutions have been passed by all the House of Legislatures of the States of Andhra Pradesh, Bihar, Gujarat, Haryana, Himachal Pradesh, Madhya Pradesh, Manipur, Punjab, Rajasthan, Uttar Pradesh and West Bengal to the effect that the matters aforesaid should be regulated in those States by Parliament by-law.

Be it enacted by Parliament in the Twenty-third Year of Republic India as follows:

CHAPTER I

Preliminary

1. Short Title Extent and Commencement - (1) This Act be called the Wild Life (Protection) Act, 1972.
2. *[It extends to the whole of India except the State of Jammu and Kashmir.]
3. ** [It shall come into force in a State or Union Territory to which it extends, *** [X X X] on such date as the central Government may, by notification, appoint and difference dates may be appointed for

The Orissa Forest Produce (Control of Trade) Act, 1981

1[Orissa Act 22 of 1981]

(Assented to by the President on the 21 st August. 1981)

An Act to provide for control and regulation of trade in certain forest produce by creation of State monopoly in such trade.

Be it enacted by the Legislature of the State of Orissa in the Thirty Second Year of the Republic of India, as follows:

NOTES

Statement of Objects and Reasons-Purpose of-Section 5 (1) applied to forest produce grown in private holdings-Notification dated 9th December, 1982 applies to forest produce grown in Government forest-Section 5 (I) (a) and (b) together and in the light of the Preamble and the Statement of Object and Reasons and against the dicor of the remaining provisions of the Act, there is no doubt that Section 5 (I) like the rest of the provisions applies to forest produce grown in private holdings and not to forest produce grown In Government lands-64 (1987) CLT256.

Statement of Objects and Reasons-Scope of in judging validity of a statutory notification- The validity of the statutory notification can- not be judged merely on the basis of statement of objects and reasons accompanying the Bill- The executive policy of the Govt. or the statement of object and reasons of the Act or Ordinance cannot control the actual words used in the legislation-65 (1988) CLT 91 : AIR 1987 SC 2310.

Objects- The object of the Act was to prevent smuggling and to provide for State monopoly in the specified forest produce- The Preamble of the Act is a key to the enactment is also clear in that object-AIR 1987 SC 2310 : 65 (1988) CL T 91. ,

1. Short title, extent and commencement-(1) This Act may be called the Orissa Forest Produce (Control of Trade) Act, 1981.

(2) It extends to the whole of the State of Orissa.

(3) It shall come into force in such area or areas and in relation to such forest produce and on such date or dates as the State Government may, from time to time, by notification, specify in this behalf.

NOTES

Section 1 (3)-Notification under, in relation to sal seeds, validated 'under Section 5 of the Orissa Produce (Control of trade) (Amendment and Validation) Ordinance, 1987- Applies to sal seeds grown or found in -It shall be valid and effectual Under Section 1 (3) of the Act as amended by the Ordinance-Held, does not suffer from any infirmity-AIR 1987 SC 2310 : 65 (1988) CL T {SC} 91.

2. Definitions-In this Act, unless the context otherwise requires-

(a) agent means an agent appointed under Section 4 ;

(b) committee means an Advisory Committee constituted by Government ;

(c) forest produce means timber of any of the species specified in Clause (j), Bamboos of all species, Khair, Catochu \katha) Catechin

(Cutch), Ganduli Gum, Dharua Gum, Khair Gum, Babul Gum, Sal Resin. Salai Resin, Roshia Grass, Roshia Grass Oil. Lac in all forms. Shelae, Mohua. Flowers. Mohua seeds, Chironi Myrobalans, Tassar, Cocoons, Sandal wood, Tamarind, Siali Leaves, kusum Seeds, Karanja Seeds, Slali Fibres, Sal Seeds, Hill Brooms and such other produce as may be notified by the State Government from time to time, 1 [whether grown or found on land owned by private persons or on land owned by the State Government or in Government Forests;]

(d) grower of forest produce means-

(i) in respect of forest produce grown on land owned by any person, the owner of such land; and

(ii) in all other cases the State Government ;

(e) licensed vendor in relation to specified forest produce means a person to whom a licence is issued under Section 13 for retail sale of such forest produce ;

- (f) prescribed means prescribed by rules made under this Act ;
- (9) retail sale means the sale of any specified forest produce not exceeding such quantity as the State Government may, by notification, specify in respect of such specified forest produce ;
1. Inserted by Orissa Act 16 of 1987 w.e.f. 5-9-1981, See Orissa Gazette Ext. No. Dt. 18-9=1987

THE O. F. P. (CONTROL OF TRADE) ACT, 1981

- (h) specified area in relation to a specified forest means the area specified in the notification under Sub-section 1 for such specified forest produce ;
- (i) specified forest produce in relation to a specified area means the forest produce specified in the notification issued under Sub-section (3) of Section 1 for such specified area ;
- (j) timber means marketable wood, round, squared or fashioned, straight piece of and above two metres in length, standing or felled (excluding fuel) of the following categories, namely:

Teak ...*Tectona grandis*

Sal .., *Shorea robusta*

Bija ...*Prerocarpus marsupium*

Bandhan ...*Ougenia daldergoides*

Sishan ...*Dalbergia latifolia*

Dhaura ...*Annogeissus latifolia*

Kurum ...*Adina cordifolia*

Gamhari ...*Gmelina arborea*

Asan .. *Terminalia tomentosa*

Mohua ...*Madhuca latifolia*

Karuda ...*Chloroxylon swietenia*

Karanj ...*Pongania glabra*

Kendu ...*Diospyros melanoxylon*

Champa .., *Michelia champak*

Salai ...*Boswellia serrata*

(k) unit means a subdivision of a specified area constituted into a unit under Section 3 ;

(l) words and expressions used but not defined in this Act shall have the same meaning as assigned to them under the Orissa Forest Act 14 of 1972.

3. Constitution of Units- The State Government may divide every specified area into such number of units as it may deem fit :

Provided that a specified area may be divided into different units for different specified forest produce.

4. Appointment of agents-(1) The State Government may, for the purchase of any trade in specified forest produce on this behalf, appoint one or more agents in respect of different units for all or any specified forest produce and any such agent may be appointed in respect of more than one unit.

Ss:4-5] THE O. F. P. (CONTROL OF TRADE) ACT, 1981 331

(2) Any person including a Grama Panchayat, a Co-operative Society or the State Tribal Development Corporation Ltd., may be appointed as an agent under Sub-section (1).

(3) The term, conditions and the procedure for appointment of agents shall be such as may be prescribed.

5. Restriction on Purchase and Transport and Rescission of Subsisting Contracts-[(1) Notwithstanding any provision to the contrary in any other law, on the issue of a Notification under Sub- section (3) of Section 1 in respect of any area,-

(a) all contracts for the purchase, sale, gathering or collection of specified forest produce grown or found in the said area and all grants of profit-a-prendre including the right to enter upon the land, fell, cut and remove the specified forest produce from the said area. shall stand rescinded whether such forest produce is grown or found on land owned by private persons or on land owned by the State Government or in Government forests :

Provided that rescission of such contracts and grants shall not affect the customary rights, if any, of the local Tribals to gather and collect the specified forest produce.}

(b) no person other than-

(i) the State Government,

(ii) an officer of the State Government authorised in writing in that behalf, or

(iii) an agent in respect of the unit in which the specified forest produce is grown or found, shall purchase or transport any specified forest produce in the said area.

Explanation I-Purchase shall include purchase by barter. Explanation II-Purchase of specified forest produce from the

State Government or the aforesaid Government Officer or agent or a licensed vendor shall not be deemed to be a purchaser in contravention of the provisions of this Act.

1. Substituted by Orissa Act 4 of 1989 w.e.f. 5-9-1981, See orissa Gazettee Ext. No. 517 Dt. 3-4-1989

Explanation III -A person having no interest of the holding who has acquired the right to collect the specified forest produce grown or found on such holding shall be deemed to have purchased such produce- in contravention of the provisions of this Act.

[Explanation IV --The Explanations I to III shall be deemed to be explanations to Clause (b) of this sub-section and shall not be deemed as in any manner qualifying or detracting from Clause (a) of this sub- section or saving any contracts referred to in Clause (a) from the operation of the provision for rescission of contracts contained in the said Clause (a).]

(2) Notwithstanding anything contained in Sub-section (1)-

(a) a grower of forest produce other than Mohua may transport his produce from any place within the unit wherein such produce is grown or found to any other place in that unit and a grower of Mohua may transport the Mohua grown by him from any place within the district wherein such Mohua is grown or found to any place within that district.

2[X X X X X X]

(c) any person having right to that effect over any forest in respect of any specified forest produce under any law for the time being in force, may transport such produce for his domestic use or consumption in such quantity and subject to such terms and conditions as may be prescribed.

(3) Any person desiring to sell any specified forest produce may sell them to the aforesaid Government officer or agent at any depot situated within the unit wherein such produce was grown or found :

Provided that State Government, the Government officer or the agent shall not be bound to re-purchase specified forest produce once sold.

(4) Any person who has paid any amount as an advance in respect of any such contract as is rescinded under Sub-section (1) shall

1. Inserted by Orissa Act 16 of 1987 w.e.f. 5-9-1981 See Orissa Gazette Ext. No. 1321 Dt. 18-9-1987

2. Deleted by Orissa Act 15 of 1987 See O.G.E. No. 1289 Dt. 14-9-1987

Ss. 5-6] THE O. F. P. (CONTROL OF TRADE) ACT, 1981 333

on an application made to the prescribed authority within six months from the date of issue of the notification referred to in the said sub-section be entitled to the refund of such portion of the amount of advance as it proportionate to the unexpired portion of the period for which the contract was entered into.

NOTES

Section 5 (1) (a), (3)-Object of the Act is to prevent smuggling of forest produce grown on Government land-State is granted monopoly right to purchase forest produce grown on private land-Government granting lease to a company to collect seeds from Government forests-On commencement of Act the agreement granting lease does not stand rescinded-AIR 1983 Ori. 265 reversed AIR 1987 SC 1454 : 64 (1987) CL T 256.

Section 5 (1) applies to forest produce grown in private holdings- Notification dated 9. 12. 1982 applies to forest produce grown in Government Forest-Interpretation of statutes-Reasons for a statute is the safest guide to understand the statute-AIR 1987 SC 1454.

6. .Constitution of Advisory Committee-(1) The State Government shall, for each calendar year constitute in respect of each specified forest produce an Advisory Committee for each Revenue Commissioner's Division in the State consisting of not more than nine members as may be notified by the State Government from time to time for the purpose of advising the State Government in the matter of fixation of fair and reasonable price of each specified forest produce at which such produce may be purchased by the State Government or its authorized officer or agent when they are offered for sale in such Division in accordance with the provisions of this Act ;

Provided that- (i) two of the members shall be from amongst the traders in such specified forest produce or manufacturers of goods in which such specified forest produce is used as raw materials ;

(ii) at least two members shall be from amongst the growers of such specified forest produce other than the State Government ;

(iii) one member shall be from amongst the members of Parliament representing the State and belonging to the Scheduled Tribes; and

(iv) one member shall be from amongst the members of State legislature belonging to such Tribes.

(2) It shall also be the duty of Committee to advise the State Government on such other matters as may be referred to it by the State Government.

(3) The business of the Committee shall be conducted in such manner as may be prescribed.

(4) The members of the Committee shall be entitled to such allowances as may be prescribed.

(5) The Committee shall tender its advice to State Government within such period as the State Government may, for each Committee, specify in this behalf.

7. Government to fix Price in connection with Committee- The State Government shall, after consultation with the Committee constituted under Section 6, fix the price at which specified forest produce shall be purchased by it or by any of its authorised officers or agents from-growers of specified forest produce in the Revenue Commissioner's Division and shall publish the same in the Gazette and in such other manner as may be prescribed not later than the 30th day of June of the calendar year for which the Committee is constituted and the price so fixed shall remain in force up to the end of such calendar year and shall not be altered during that year :

Provided that if the Committee fails to tender advice within the period specified under Sub-section (5) of Section 6 or such further period not exceeding fifteen days as the State Government may allow, the State Government may proceed to fix the price without waiting for the advice of the Committee :

Provided further that different prices may be fixed for different

units, (and in so doing regard shall be had amongst other things to :

(a) the prices of specified forest produce obtained or fixed under the Act or any other enactment during the preceding three years in respect of the area comprised in the unit ;

(b) the quality of the specified forest produce in the unit ; (c) transport facilities available in the unit ; (d) the cost of transport; and

(e) general level of wages for unskilled labour prevalent in the unit and the provisions of the Minimum Wages Act, 1948.

8. Opening of Depots and publication of the Price list, etc. at the Depot- There shall be set up in each unit such number of depots and at such places as the State Government may, taking into consideration the convenience of the growers of specified forest produce direct and a price list of specified forest produce fixed by the State Government under Section 7 and the hours or business shall be prominently displayed on the notice board kept for the purpose at every such depot.

9. State Government or Agent to Purchase Specified Forest Produce-(1) The State Government or their authorised officer or agent shall be bound to purchase at the price fixed under Section 7 and specified forest produce offered for sale at the depot during the hours of business :

Provided that it shall be open to the State Government or the authorised officer or the agent to refuse to purchase any specified forest produce which in their opinion is not fit for the purpose of consumption. or use as raw-material for manufacture or for trade.

(2) Any person aggrieved by the rejection of his specified forest. produce by an authorised officer or agent under the provision to Sub- section (1), may within fifteen days therefrom, refer the matter to the Divisional Forest Officer, or such other officer who may be empowered by the State Government in this behalf, having jurisdiction over the unit in which the specified forest produce has been grown or found.

(3) On receipt of a reference under Sub-section (2) the Divisionar Forest Officer or such other officer. as the case may be. shall hold an enquiry In the prescribed manner and after hearing the parties concerned, shall pass such orders as he may deem fit and 1n case he finds the rejection of the specified forest produce to be improper, may direct the authorised officer or agent, as the case may be, to purchase the same and may also award to the person aggrieved such further compensation, not exceeding twenty per centum of the price of the specified forest. produce, payable to him as he may deem fit.

1[(4) The State Government or its authorised officer or agent shall be entitled to take delivery of any specified forest produce collected by any person from land owned by the State Government or

Government Forest on payment of such collection charges as may be determined by the State Government from time to time :

1. Substituted by Orissa Act 16 of 1987 w.e.f. 5-9-1981. See Orissa Gazette Ext. No. 1321 Dt. 18-9.1987

Provided that it shall be open to the State Government or the authorised officer or agent to refuse to take delivery of any such forest produce which is not fit for consumption or use as raw material for manufacture or trade :

Provided further that in the case of any dispute, the Divisional Forest Officer or such other officer who may be specifically empowered in this behalf, as specified in Sub-section (2) shall hear and dispose of the same in the manner provided in this Act and the Rules made thereunder.]

10. Registration-Every grower of specified forest produce shall. If the quantity of a specified forest produce grown by him during a year is likely to exceed such quantity as may be prescribed get himself registered in the prescribed manner.

11. Registration of Manufacturers, Traders and Consumers of Specified Forest Produce-(1) Every manufacturer who uses any specified forest produce as a raw material and every trader or consumer whose annual use, requirement or consumption, as the case may be, exceeds such quantity as may be prescribed, shall get himself registered within such period on payment of such fee and in such manner, as may be prescribed.

(2) Every such manufacturer, trader or consumer shall submit such declarations, accounts and returns in such forms to such officer and at such intervals as may be prescribed.

12. Disposal of Specified Forest Produce-1[Specified forest produce purchased or collected by the State Government or by its officers or agents under this Act, shall be sold by auction or by calling tenders or otherwise as the State Government may, in public interest, by general or special order direct."]

13. Retail Sale of Specified Forest Produce- (1) No person shall engage himself in retail sale of any specified forest produce except under a licence granted under this section.

1. Substituted by the Orissa Act 15 of 1987, See Orissa Gazette Ext. No.1289 Dt. 14-9-1987.

(2) The State Government may, for the purpose of facilitating retail sale of a specified forest produce within the State, grant licence to as many persons as it may deem fit.

(3) Any person who desires to engage himself in retail sale of any specified forest produce, shall make an application in such form to such authority and in such manner as may be prescribed.

(4) The prescribed authority may, on receiving such application and on payment of such fee as may be prescribed, grant or renew a licence subject to such terms and conditions as may be prescribed.

14. Delegation of Power- The State Government may, by order delegate any of its powers of functions under this Act or the rules made hereunder, except those conferred under Section (3)

of Section 1 and Section 21 to any Officer or authority not below the rank of an Assistant Conservator of forests who shall exercise or perform the same, subject to such conditions and restrictions as the State Government may specify in the order.

15. Power of Entry, Search, Seizure, etc.-(1) Any Police Officer not below the rank of an Assistant Sub-Inspector, or any other person authorised by the State Government may, with a view to securing compliance with the provision of this Act or the rules made there under or to satisfy himself that the said provisions have been complied with-

(i) stop and search any person, boat, vehicle or receptacle used or intended to be used for the transport of any specified forest produce ;

(ii) enter and search any place; and (iii) seize the specified forest produce in respect of which he suspects that any provision of this Act or the rules made thereunder has been, is being or is about to be contravened along with the receptacles containing such produce, or the vehicle or boats used in carrying such produce.

(2) The provisions of Section 100 of the Code of Criminal Procedure, 1973 (2 of 1974) relating to search and seizure shall, so far as may be, apply to searches and seizures under this section.

16. Penalty-If any person contravenes any of the provisions of this Act or the rules made thereunder-

(a) he shall be punishable with imprisonment which may extend to one year or with fine which may extend to five thousand rupees or with both;

(b) the specified forest produce in respect of which such contravention have been made or such part thereof as the Court may" deem fit shall be forfeited to the Government :

Provided that if the Court is of the opinion that it is not necessary to direct forfeiture in respect of the whole, or, as the case may be, any part of the specified forest produce, it may, for reasons to be recorded, refrain from doing so.

17. Attempts and Abetment-Any person who attempts to contravene or abets the contravention of any provision of this Act or the rules made thereunder shall be deemed to have contravened such provision.

18. Cognizance of Offences-No Court shall take cognizance of any offence punishable under this Act except on a report in writing of the facts constituting such offence made by a forest

officer not below the rank of a Divisional Forest Officer or by any other officer as may be authorised by the State Government in this behalf.

19. Composition of Offences- (1) The State Government may, by notification, empower any Forest Officer-

(a) to accept from any person against whom a reasonable suspicion exists that he has committed an offence punishable under this Act, a sum of money by way of compensation for the offence which such person is suspected to have committed; and

(b) when any property other than a specified forest produce has been seized as liable to confiscation, to release the same on payment of the value thereof as estimated by officer .

(2) On the payment of such sum of money or such value or both, as the case may be, to such officer, the suspected person shall be discharged, the property, other than the specified forest produce, if any, seized shall be released and no further proceedings shall be taken against such person or property.

(3) A Forest Officer shall not be empowered under this section unless he is a Forest Officer of a rank not inferior to that of a Divisional Forest Officer, and the sum of money accepted as compensation under Clause (a) of Sub-section (1) shall in no case exceed the sum of rupees.

20. Saving in respect of acts done in Good Faith-(1) No suit, prosecution or other legal proceedings shall lie against any person for anything which is in good faith done or intended to be so done in pursuance of this Act or the rules made thereunder.

(2) No suit or other legal proceedings shall lie against the State Government for any damage caused or likely to be caused or any injury suffered or likely to be suffered by virtue of the provisions of this Act or by anything which is in good faith done or intended to be so done in pursuance of this Act or the rules made there under.

21. Power to make Rules- (1) The State. Government may. "subject to the condition of previous publication. make rules to carry out all or any of the provisions of this Act.

(2) In this particular and without prejudice to the generality of the following matters, namely:

(a) the terms, conditions and the procedure for appointment of agents under Section 4

(b) (i) the quantity of specified forest produce which may be transported by a consumer under Section 5 (2) (b) ;

(ii) the terms and conditions of a permit subject to which specified forest produce may be transported. the authority by which and manner in which such permit shall be issued under

Section 5 (2 (c) ;

- (c) (i) the manner of conduct -of business of committee under Section 6 (3) ;
- (ii) the allowances to which the members of the committee shall be entitled under Section 6 (4) ;
- (d) the publication of the price-list under Section 7 ;
- (e) the manner of holding enquiry under Section 9 (3) ;
- (f) (i) the prescription of the quantity of specified forest produce under Section 10 ;
- (ii) the manner of registration under Section 10 ;
- (g) (i) prescription of the quantity of specified forest produce under Sub-section (1) of Section 11 ;
- (ii) the period within which the fee on payment of which and the manner in which the registration under Sub-section (1) of Section 11 shall be made ;
- (iii) declarations, accounts and returns which shall be submitted under Sub-section (2) of Section 11 and the form in which. The Officer to whom and the intervals at which they shall be submitted;
- (h) (i) the form in which, the authority to whom and the manner in which an application under Sub-section (3) of Section 13 shall be made ;
- (ii) the fee for issue and renewal of a licence and the terms and conditions subject to which such licence shall be granted under Sub- :section (4) of Section 13 ;
- (iii) Any other matter which is either expressly or impliedly required to be prescribed under this Act.

After Section 21 of the principal Act, the following new Section shall be inserted, namely:

1[21-A. Notwithstanding any judgment, decree or order of any Court to the contrary, the notification dated the 9th December, 1982, issued by the State Government under Sub-section (3) of Section 1 of the principal Act in respect of sal seeds shall be deemed to have been issued in respect of sal seeds whether grown or found on land owned by private persons or on land owned by the State Government or in Government forests and shall be as valid and effectual as if it was issued under Sub-section (3) of Section 1 of the principal Act as amended by this Act and all instructions and orders issued or made and all actions taken or things done pursuant to the said notification in respect of sale, purchase and collection of sal seeds shall be deemed to have been validly made, taken or done under the principal Act as amended by this Act.}"

22. Orissa Forest Act, 1912 and other Laws not to apply to specific forest Produce for Purposes covered under the Act-(1) Nothing contained in the Orissa Forest Act, 14 of 1972 shall apply to specified forest produce in respect of matters for which provisions are made under this Act.

(2) Nothing contained in any other law, rule, order Of, any other thing having a force of law in any region of the State shall apply to the specified forest produce in respect of matters for which provisions are made under this Act.

23. Power to Exclude Specified Forest Produce from the operation of the Act-(,) The State Government may, from time to time, by notification, direct that from a date specified therein, a forest produce specified in the notification mentioned in or issued under sub- section (3), Section 1 shall cease to be a specified forest produce in relation to the areas as may be specified in the notification.

(2) The State Government may from time to time, by a like notification, direct that from a date specified therein, the specified forest produce in relation to the area or areas as may be specified in the said notification.

(3) Every notification issued under Sub-section (1) or Sub-section (2) shall as soon as may be after it is issued be laid before the Legislative Assembly.

1. Inserted by Orissa Act 16 of 1987 w.e.f. 5.09.1981 See, O.G.E. No.1321 Dt. 18-9-1987

1The Orissa Kendu Leaves (Control of Trade) Rules 1962

(The 6th January 1962)

No 558-CF-In exercise of the powers conferred by Section 18, of the Orissa Kendu Leaves (Cont,rol of Trade) Act, 1961 (Orissa Act 28 of 1961) the State Government do hereby make the following rules, 'namely:

1. Short Title and Commencement-

(1) These rules may be called The Orissa Kendu Leaves (Control of Trade) Rules, 1962.

(2) They shall come into force at once.

2. Definitions-In these rules unless the context otherwise 'requires-

(a) Act means the Orissa Kendu Leaves (Control of Trade) Act, 1961 (28 of 1961);

(b) Divisional Forest Officer means the Forest Officer in charge of a Forest Division in which the unit is situated and shall include 'District Forest Officer' as defined in Section 2 of the Madras Forest Act, 1882 (Madras Act 5 of 1832) and shall also include any other Forest Officer specially

authorised by the State Government to discharge any or all of the functions under the Act or these Rules;

(c) Form means a form appended to these Rules;

(d) Section means a section of the Act;

(e) All other words and expressions used but not defined in the Act;

3. Publication of Prices-Prices fixed under Sub-section (1) of

Section 4 shall be published in the Official Gazette and a copy thereof in the Oriya language shall be published in at least two of the important daily newspapers of the State.

4. Procedure for holding Enquiry-

(1) On receipt of a reference under Sub-section (2) or (3) of Section 7, the Officer holding the enquiry shall, as soon as may be, intimate the place, date and time fixed for holding the enquiry to the parties concerned by a notice in writing delivered to them personally or sent to them by registered post with acknowledgement due.

(2) On the date as aforesaid or on any subsequent day to which- the enquiry may have been adjourned such officer shall, after hearing the parties who may appear before him either personally or through a duly authorised agent, recording the evidence, if any, adduced by them and- after making such further enquiry in the locality as he deems necessary pass such orders as he deems fit and the orders so passed shall be communicated to the parties concerned in the same manner as is provided for service of notice under Sub-rule (1).

(3) Damages or collection charges directed to be paid under Sub ' section (2) or, as the case may be, Sub-section (3) of Section 7 shall be paid within one month from the receipt of the order under Sub-rule (2) by the Government or their authorised officer or agent, as the case may be.

5. Registration of Grower of Kendu Leaves-1An application- for registration under Section 9 shall

be in Form A, accompanied by a treasury chalan showing payment of 2[rupees ten only in the case of a grower who has not registered himself in the previous year and rupees. three 9only in the case of a grower who has registered himself in the- previous year and filed before the Divisional Forest Officer within whose- jurisdiction the land on which Kendu Plants grow is situated. If land IS- situated in more than one Division, then application may be to the Divisional Forest Officer in whose jurisdiction the greater area is situated. The Divisional Forest Officer may after enquiry if necessary shall grant a. certificate in Form B, or shall reject the application after recording reason therefore. In case of registered grower having land in the jurisdictions of

other Divisional Forest Officer, the Divisional Forest Officer issuing; registration certificate shall inform the other Divisional Forest Officers " about the fact of registration.]

3[5 A. (3) Every registered grower shall maintain a register, daily accounts of Kendu leaves showing correctly-

1. Substituted by O. G. P. III P. 409 of 1964.
2. Inserted by O. G. E. r-Jo. 529, Dt. 21-2-1969.
3. Added by O. G. P. III P. 409 of 1994

- (a) the opening stock on each day
- (b) the quantity collected on each day (c) total of (a) and (b)
- (d) the quantity disposed of (e) manner of disposal (f) balance
- (g) places where the balance stock has been stored with quantities thereof
- (h) remarks

(b) He shall submit before the Divisional Forest Officer granting -the registration certificate not later than fifteenth day of each month a return showing correctly -

- (a) the opening stock on the 1st of the month
- (b) the quantity collected during the month
- (c) total of (a) and (b)
- (d) the quantity disposed of
- (e) manner of disposal
- (f) balance.

1[5.8 Disposal of Kendu leaves- (1) Kendu leaves collected by purchaser or otherwise by the Government direct or through their officers or agents, shall ordinarily be sold by entering into a contract in advance for which tenders shall be invited:

Provided that the Government may without inviting tender sell the leaves of one or more units directly to the Orissa Forest Corporation Limited on such terms and conditions as may be decided by Government.

(2) The tender notice shall be published in the Official Gazette and advertised in newspaper and in such other manner as the Government may deem fit inviting sealed tenders from persons or parties desirous of purchasing Kendu leaves from the Government or from its officers or agents on the terms and conditions specified in the aforesaid tender notice.

1. Added by O.G.E. No. 529, Dt. 21-2-1969

(3) The tender form shall be available from the office of the Divisional Forest Officer on payment of Rs. 25/ (Rupees twenty-five) Added by O, G. E. No.529, Dt 21-2-1969 for each form. The payment shall be made by sending a Crossed Postal Order for the amount marked, payable to the Divisional Forest Officer at the post office of the place the headquarters of the Divisional Forest Officer, is located.

(4) Unless otherwise specified there shall be separate tender for each unit and every tender must be submitted to such authority and in such manner and on such date, as may be specified in the tender notice.

(5) Every tender shall be accompanied by a treasury chalan showing cash deposit under the head "Earnest Money-Revenue Deposit" equal to an amount specified in the tender notice to be deposited as, earnest money in favour of the Divisional Forest Officer.

(6) At the time of opening of the tenders the tenderers shall produce a certificate of solvency for at least one-fourth of the total annual purchase price according to the rate quoted by him granted by Revenue Officer not below the rank of a Subdivisional Officer if the tenderer has landed property at a place wherein the Orissa Public Demands Recovery Act, 1962 is in force or a Bank Guarantee for an equal amount.

(7) Government may accept or reject all or any of the tenders so received for any unit without assigning any reason therefor. The earnest money deposit shall in case of an unsuccessful tenderer, be refunded to him and in case of an unsuccessful tenderer, it shall, subject to the provisions under Sub-rule (11), be adjusted towards payment of security deposit required by Sub-rule (12):

Provided that in rejecting a tender Government shall take into consideration the following among other grounds-

(1) Inadequacy of price offered (2) Speculative offers

(3) Past conduct of parties in the trade

(4) Transport facilities at the command of the offerer

(5) Solvency of the offerer

(6) Experience in the trade

(8) If the tenders received for a unit are not considered acceptable the Government may select as purchaser or purchasers for such unit or units any person or party of the persons or parties on such terms and conditions as may be mutually agreed upon and such selection need not be limited to person who have submitted tenders for such unit or units. All the rules applicable to a

successful tenderer shall apply 91 utatis mutandis to persons or parties selected as purchasers under this sub-rule.

(9) Notwithstanding anything contained in the foregoing provisions Government may sell or otherwise dispose of Kendu leaves collected by purchase or otherwise by Government or by their officers or agents in such manner as Government may deem proper.

(10) Any person or party who is selected as purchaser for the particular unit shall purchase the entire Quantity of Kendu leaves procured or likely to be procured from such unit or such lesser quantity out of it as may be offered to him by the Government, their officers or agents in such unit or such terms and conditions as may be specified in the agreement to be executed by such purchaser under Sub-rule (11).

(11) The purchaser shall execute an agreement in Form H, within fifteen days from the date of receipt of an order relating to his selection as purchaser, failing which the said order of selection shall be liable to be cancelled and on such cancellation the amount deposited as earnest money shall be forfeited. On such cancellation Government may dispose of the Kendu leaves of the unit under Sub-rule (9) of this Rule. In addition the purchaser, whose selection as such has been cancelled bear the loss, if any, suffered by Government in the disposal of Kendu leaves of the unit and this loss shall be recoverable from him as arrears of land revenue.

(12) (a) the purchaser or purchasers selected for a particular unit shall immediately, on or before signing the agreement deposit as security by way of guarantee for proper compliance of the terms and conditions of the agreement and provisions of the Act and these Rules, a sum to be calculated as under-

X-Purchase rate per standard bag accepted by the Government for the unit.

Y-Cost of collection per standard bag fixed for the unit.

R-Number of standard bags of Kendu leaves mentioned against the unit in the notice for tender under Sub-rule (1).

A-Security deposits.

$$A = 5Z(X-Y)/100$$

i.e., five per cent of the difference between aforesaid purchase rate per bag and the aforesaid cost of collection per bag, multiplied by the aforesaid number of bags.

(b) The security deposit either wholly or in part, as the case may be, shall be adjusted by the Divisional Forest Officer towards any amount, if any, recoverable from the purchaser under the provisions of the agreement, the Act and these Rules and all such deductions shall have to be made good by the purchaser by deposit of an equivalent amount within fifteen days of the

receipt of the notice to that effect.

(c) If the dues to be recovered from the purchaser exceed the amount of security deposit, the amount in excess shall, unless made good within fifteen days from the date of the Divisional Forest Officer's notice to that effect, be recoverable as arrears of land revenue.

(d) The security deposit or the balance shall, as the case may be refunded to the purchaser after the expiry of the agreement.

(13) The purchaser shall take delivery of Kendu leaves from such depots or the Divisional Forest Officer in writing intimates stores as from time to time during the currency of the purchaser's agreement.

14) If the purchaser during the currency of the agreement establishes a bidi factory in order to provide employment to the residents of the State of Orissa and pays minimum excise duty of rupees three thousand per annum on the bidis manufactured by him he shall be entitled to a rebate of two per cent of the annual purchase price paid by him during the corresponding year: Provided that if such purchaser has been appointed as purchaser for more than one unit, the rebate in purchase price will be granted to, him only in respect of one unit of his choice for establishment of each such factory:

Provided further that the question whether the bidi factory established by him, provide employment or not the residents of the State shall be decided by the Divisional Forest Officer and his decision shall be final.

(16) Notwithstanding anything contained in the foregoing provisions the purchaser who selected to purchase the Kendu through the additional agent of any unit by the, Government selection as such, execute an agreement in Form J.

6. Transport Permit- (1) An application for thunder Clause (b) Sub-section (2) of Section 3 shall be made to the Divisional Forest Officer 2[or such other authority as may be specially authorised by Government in that behalf authority competent to grant the permit :

Provided that the said officer, if he has reason leaves in respect of which the application has been n {purchased from Government or their officer agent the applicant an opportunity of being heard, by till reasons in that behalf reject such application :

3[Provided further that in respect of Kendu lea Orissa Forest Corporation Limited transport permit for leaves from the Central Godowns to such purchaser, Assistant Conservator of Forests (Kendu Leaves) within jurisdiction.]

4[Provided also that in respect of Kendu leaves stored at Cut tack and Sambalpur by private traders and bidi manufacturers after the same were purchased from Orissa Forest Corporation Limited, transport permit Or transport of such Kendu leaves from the depot of private traders and bidi manufacturers may be issued by the Assistant Conservator of Forests (Kendu Leaves) attached to the office of the Conservator of Forests (Kendu Leaves). Cut tack and Assistant Conservator of Forests, attached to the Sambalpur (Kendu Leaves) Division with headquarters at Sambalpur in respect of the leaves stored at Cut tack and Sarribalpur respectively.]

(2) A permit shall be in Form D and shall be subject to the following conditions, namely:

1. Deleted by S. R. 0.85/65-2-1972.
2. Substituted by S. R. 0. No. 15/74-Dt. 4.1. 1974
3. Inserted by S. R. 0. No. 202/76-Dt" 11.2.19 76
4. Inserted by S.R.O. No 1039/76 - Dt. 21.10.1976

(a) the leaves shall be transported only by the routes specified in the permit and shall be produced at such place or places as may be specified therein for check :

(b) except with the permission in writing of the Divisional Forest -'4"A Officer the leaves shall not be removed outside the unit at any time after sunset and before sunrise; and

(c) the permit shall be valid for such period as may be specified therein [and in exceptional circumstances the duration of validity may be extended.]

2[(3) A registered grower who wishes to transport his leaves outside the unit in which he is registered for sale to an additional agent, if any, of the said unit appointed under the proviso to Section 8 (1) shall on application be granted a transport permit in form D, by the Divisional Forest Officer for the purpose of transporting the leaves to the depot of the additional agent.]

3[7. Appointment of Agents- (1) To appoint agent or agents for a unit or units under Sub-section (1) of Section 8, the Government shall publish a notice in the Official Gazette and in such other manner as they may think fit, giving terms and conditions or agency and inviting applications for such appointments:

Provided that no applications need be invited for appointment -of the additional agent referred to

under the proviso to Sub-section (1) of Section 8 and such additional agent may be appointed directly by Government subject to such terms and conditions as may be decided by

Government, and such additional agent on appointment shall execute an agreement in Form I.

(2) The application for agency shall be in form E, and shall be submitted to such authority by such date and in such manner as may be specified in the aforesaid notice.

(3) Every such application shall be accompanied by a treasury challah showing cash deposit of Rs. 500 (Five hundred) by the applicant under the head 'Earnest Money-Revenue Deposit' in the name of Divisional Forest Officer as advance security deposit. The applicant shall also simultaneously furnish a certificate of solvency for a

1. Added by O. G. P. III p. 144 of 1969.

2. Added by O. G. E. No.529, Dt. 21-2-1969. 3. Substituted by *ibid*.

sum calculate at the rate of 10 (ten) per bag for the stipulated number of bags for the respective unit granted by a Revenue Officer not below the rank of a Subdivisional Officer if the agent has landed property at a place wherein the Orissa Public Demands Recovery Act, 1962 is in force, or a Bank Guarantee for equivalent amount.

(4) The Government may accept or reject any application assigning any reason therefor. The advance security deposit shall refunded to the applicants whose applications are rejected. The 'to provision, under sub-rule (6), be adjusted against the deposit required under Sub-rule (7).

If in the opinion of the Government it is not possible to "Suitable agents for the purpose out of the persons who have applied for the appointment as agents, the Government may call for fresh applications at any time at their disposal is not sufficient, they appoint a person or party as agent who in their opinion is suitable for the work.

On appointment as agent, the person or party so appointed 'Shall execute an agreement in Form G, within fifteen days of the re .the order of appointment failing which the appointment shall b to be cancelled and on such cancellation either whole or part advance security deposit, as the State Government may deem fit s -forfeited.

(7) (a) The agent so appointed for a particular unit shall, signing the agreement, deposit as security for the proper execute performance of agency in accordance with the terms and

condition agreement and the provisions of the Act and these Rules a sum to be calculated as under-

X-Purchase rate per standard bag accepted by the Government the unit.

Y-Cost of collection per standard bag fixed for the unit.

Z-Number of standard bags of Kendu leaves mentioned the unit in notice under Sub-rule (1).

A-Security deposit. $-5Z(X-Y)/100$

i. e. five per cent of the difference between the a purchase rate per bag and the aforesaid cost collection per bag, multiplied by the aforesaid number of bags.

The security shall, either wholly or in part, as the case may be, be adjusted by the Divisional Forest Officer towards the recovery of the penalty, if any, for short collection of leaves compensation; damages or any other dues which may be recoverable under the provisions or the agreement, Rule and the Act and shall such deductions shall have to be made good by the agent by the deposit of an equivalent amount within fifteen days of the receipt of the notice to that effect.

(c) If the dues to be recovered exceed the amount of the security deposit, the amount from, in excess shall, unless made good within fifteen days from the date of the Divisional Forest Officer's notice to that effect, be recoverable as arrear of land revenue.

(d) The security or the balance, as the case may be, shall b& refunded to the agent after the expiry of the agency.

(8) The agent shall maintain such registers and accounts as may from time to time be directed by Government. He shall also submit to the Divisional Forest Officer such returns and such intervals as may from time to time be directed by Government.

(9) The agent shall furnish a list of persons employed by him within the unit immediately as and when employment is made and as such persons as are objected to by the Divisional Forest Officer shall be, forthwith, removed from employment by the agent.

(10) 1[X X X X X X].

8. Appeal-(1) Any person aggrieved by an order of rejection under Rule 5 may within fifteen days from the date of receipt of the copy of such order prefer an appeal to the Conservator of Forests, within whose jurisdiction the unit is situated.

(2) On receipt of an appeal under Sub-rule (1) the Conservator shall, after giving notice to the parties concerned in the same manner as is provided under Sub-rule (1) or Rule 5 and after hearing them, pass such orders as he deems fit.

9, Certificate of Safe-The Government or their officer or agent while selling Kendu leaves to any person shall grant to such person a certificate of sale in Form F.

1. Deleted by S, R. O. No. 7572-D, 5-2-1972.

1[10. Conditions for utilisation of sums Allotted to the Samitis and Grama Panchayats-

(1) Sums paid to any Samitis or Grama Panchayats in pursuance of Sec, 11 shall be credited to the funds belonging to the said local authorities respectively and the utilisation thereof shall be subject to the conditions herein provided.

(2) The sums allotted to a Samiti shall be utilised on works, schemes, roads, buildings and institutions, which have been transferred to the control and management of the Samiti and any such other schemes and works which are likely to augment the resources of the Samati : Provided that the Samiti may, with the previous approval of Government, utilise the whole or any part of the sums so allotted on any, other purpose.

(3) Out of sums allotted to a Grama Panchayat, twenty per, centum shall, with the previous approval of the Collector, be utilised for execution of such development works as may be decided by the Grama Panchayat and the remaining eighty per centum shall be utilised for such purpose and in such proportion as Government may, from time to time, direct.]

2[(3) Notwithstanding anything contained in Sub-rules (2) and (3) the Grama Panchayats and Samitis shall be competent to utilise twenty per centum of the sums so allotted to them for the purpose of plantation on Panchayat lands and other waste lands situated within the village boundaries".]

FORM 'A'

(See Rule 5)

Form of Application for Resistration under Section 9

(a) Name, father's name and address of the applicant...

(b) Location, area and survey number of the plots on which Kendu leaves grown...

(c) Particulars regarding ownership of the land...

1. Added by O. G. P. III p. 524 of 1963.
2. Inserted vide O. G. P. III No.50, Dt. 21-12-1979.

1[X X X X]

2[(d)] Place or places where the Kendu leaves will be stored...

3[(e)] Estimated production of leaves

4[(f)] whether the applicant was a registered grower in the previous year. ...

Signature of the applicant

.....

FORM 'B'
(See Rule 5)

Registration Certificate

This is to certify that Shrison of..... village..... police-station..... districthas been registered for the yearas a grower of Kendu leaves for the purpose of Section 9 of the Orissa Kendu Leaves (Control of Trade) Act, 1961. The places of storage are as follows :

Seal of the Divisional/District Forest Officer Signature of the Div1sional/District. Forest Officer

Date

FORM 'C'
[(See Rule 6 (1))]
Form of Application for Grant of Permit

(a) Name of the applicant...

(b) Quantity (in bags) of Kendu leaves purchased...

(c) Unit in which purchased...

(d) Proof of purchase...

(e) Place or places, where the Kendu leaves are stored...If at more- than one place, specify the quantity at each place ...

- (f) Destination to which the leaves are to be transported...
- (g) Mode of transport...
- (h) Routes by which the leaves are to be transported

Signature of the applicant

-

- 1. Omitted by O. G. P. III p. 409 of 1960.
- 1. Renumbered by ibid.
- 2. Added by ibid.

1[FORM "D"]
[See Rule 62]
Form of Permit

Shri is permitted to transportbags of Kendu leaves with a total weight ofquintals from.....to by the following routes, means of trasport and during the following period of

Validity Route	Means of transport	Date of expiry of validity
----------------	--------------------	----------------------------

The permit shall be presented for che;::k and examination at the following places.

District/Divisionaj Forest Officer

FORM "E"
[See Rule 7 (2)]

Form of Application for' Appointment as Agent

- 1. Applicant's n3me and his father's name,...
- 2. Applicant's profession...
- 3. Applicant's residence and address.....

4. Previous experience, if any, of the applicant in collection of Kendu leaves and the areas of operation.."

5. The quantity of Kendu leaves, if any, collected by the applicant..... No. of bags.....

Year during the last three years (to be shown separately) for each year.

6. Unit for which agency is applied for...

2[X X X X X X]

3[7] Whether willing to offer security deposit for satisfactory performance.....

Signature of the applicant

.....

FORM 'F'

[See Rule (9)]

Certificate of Sale

1. Name of the purchaser.....

2. Name of the sale depot and Unit.

3. Quantity sold in (in maunds)... ..

Signature of the Government Officer/
Agent or his authorised Reperesentative

1. Substitlrtd by 0, G. P, III p. 144 of 1966,

2. Omitted by 0. G. E. No, 56-A Dt. 29-1-1966,

3. Re-numbered by ibid.

1[FORM 'G']

THIS AGREEMENT MADE this the day of BETWEEN the 'Governor of Orissa (hereinafter called the 'Government' of the one part AND Shri son of village police-station district {hereinafter

called the, Agents") which expression unless repugnant to
the context shall include his heirs and representatives of the other part.

NOW THESE PRESf. NT WITNESSES and the parties hereto hereby mutually agree as follows-

(1) The Government hereby appoint Shri as their agent to do the acts hereinafter mentioned for and on their behalf under the terms and conditions as hereinafter laid down This appointment by the government shall remain in force from..... tounless earlier determined by the Government in accordance with the Jaw for the time being in force.

2[X X X X X X...]

(2) WH ER EAS the particulars hereby' mutua lly agree to abide .by the following terms and conditions-

(a) The agent shall purchase Kendu leaves from the growers he shall collect Kendu leaves from the Government lands and forests from within the entire area notified as Unit No in the district which is more fully described in the Schedule annexed hereto, for and on behalf the Government.

(b) The agent shall process the Kendu leaves so obtained by him and he shall store the same after packing them ..., ...in bags. Each such bag shall contain one-quintal including the weight of container of processed leaves fit for manufacture of bidis.

(c) The agent shall purchase Kendu leaves from the grower at the price as shall be fixed by the Government under Section 4 (1) of the Act.

(d) The agent shall pay such collection charges to the persons engaged for collecting the leaves from the Government forests and lands, as may be specified in writing by the Government:

1. Substituted by O. G. E. No, 529. Dt. 21-2-1969.

2. Deleted by S. R. O. No 85/72-Dt. 5-2-1976:

Provided that in case the agent fails to accept leaves fit for manufacture of bidis from any person engaged in collecting leaves from. Government forests and lands, or in case he fails to pay to such person the collection charges at the fixed rate by Government, apart from any other abilities, he shall be liable to pay the collection charges thus defined to him together with a compensation up to 20 per cant thereof as may be decided by the Division⁹¹ Forest Officer.

(e) The agent shall during the period of his agency under this Agreement obtain by purchase and collection in the minimum... bags of processed leaves each weighing one quintal inclusive-; of the weight of the container.

(f) The aget shall deliver such quantities of processed Kendu' leaves to such persons and at such times as shall be directed; from time to time by the Divisional/District Forest Officer of Division/District. Unless otherwise notified, the agent shall keep ready for delivery of leaves in four equal installments on the following dates:

30th June)

31st August

31 st October

31st December

OF EACH YEAR

(g) The agent shall be paid by the Government Rs per bag of processed leaves towards cost incurred for purchaser collection, processing, storage, transport. packing and other handling charges,

(h) The agent shall be entitled to a remuneration at the rate of Rs for each bag of processed leaves that he secures by collection or purchase from out of the minimum number of bags he hereby undertakes to collect. For each of the excess bag of processed leaves over and above the minimum number of bags he undertakes to collect under this Agreement, he shall get remuneration at the rate of Rsper bag.

(i) If the agent does not secure through purchase and collection the minimum number of bags hereinbefore agreed to shall b& liable to pay to the Government by way of compensation at the rate of Rs..... per bag of shortage:

Provided that no compensation will be realised from him for the number of bags of Kendu leaves that arc procured by the additional agent I if any, of the Unit. I

(j) The agent shall be paid the cost and remuneration of the bags of processed leaves from time to time as and when same shall be demanded from him for being taken delivery of by the Government. The agent shall claim to lien over the properties in the Kendu leaves at any time.

(k) The agent shall open depots and storage godowns at such centres within the Unit as may be dircted by the Divisional Forest Officer.

(l) The agent shall not, without a transit permit issued by him, permit the movement of any Kendu leaves from the collection depot to the storage godowns or from one storage godown to another within the Unit. He shall not also, without the permission of the Divisional Forest Officer, move any Kendu leaves from any place within the unit to a place outside the unit.

(m) The agent shall not pollard the Kendu trees between the 16th day of April and 15th day of August each year. He shall pluck the Kendu leaves by hand and no axe or other instrument shall be used in the process of collection.

(n) The agent shall prominently display at each depot a correct list written in Oriya indicating the rates fixed by Government for purchase of Kendu leaves from growers and for payment of remuneration to pluckers.

(o) The agent shall be bound to respect all right lawfully vested in private person relating to the appropriation of Kendu leaves.

(p) The agent shall maintain such registers and accounts as may from time to time, be directed by Government.

(q) The agent shall submit to the Divisional Forest Officer such returns and at such intervals as may, from time to time, be directed by Government.

(r) The agent shall give all facilities at all reasonable times to the Divisional Forest Officer and any officer authorised by the said Forest Officer, for the inspection of his stock and accounts kept at any depot and storage god owns.

(s) The agent shall abide by the Orissa Kendu Leaves (Control of Trade) Act. 1961, the rules and notifications issued there- under. He shall also abide by the Forest Laws applicable to the Unit under the provisions of the different Forest Acts and the Rules, Regulations and Notifications made there- under.

(t) The agent shall not cause any damage either directly or indirectly through his men or men working under his direction to the Government forests. In case he does so, he shall be liable to pay such compensation as shall be fixed by the Divisional Forest Officer subject to an appeal to the Conservator of Forests and the assessment of forests and the assessment of such a damage shall be conclusive and binding on the parties.

(u) The agent shall at all relevant times remain responsible for the safe handling, storage and transport of the Kendu leaves held by him for and on behalf of Government. Specially, the agent shall take all necessary precautions against the fire and pilferage of the stock of Kendu leaves held by him under this Agreement. After the termination of agency either due to efflux of time or otherwise, the agent shall continue to be responsible to deliver the stock in his possession and render the accounts for the same, to the Government.

(v) If the agent is guilty of breach of any of the terms and conditions of the Agreement. it shall be opened to Government to terminate this Agreement by giving him 15 days' notice. The Forest Officer shall also be entitled to assess such compensation as he deems proper for any breach of the conditions to this contract committed by the agent subject to an appeal to the Conservator of Forests, to be preferred within 15 days, from/after the date of the order of the Forest Officer. Any decision so arrived at, shall be final and conclusive as between the parties.

(3) WHEREAS the agent for the due performance of the terms and conditions of this Agreement, hereby gives a security deposit of, Rs..... deposited in favour of the Divisional Forest Officer. Any sum due to the Government from the agent in accordance with this Agency/Agreement, may be deducted from out of the aforesaid security deposit.

(4) Any amount payable to the Government by the agent under this Agreement shall be recoverable as areas of land revenue under the Orissa Public Demands Recovery Act.

(5) In case any dispute arises the matter of the interpretation of any of the terms of this Agreement or with respect to any matter arising from out of the subject-matter of this contract, the said dispute shall be referred to the Chief Secretary or any other Secretary to the Government. of Orissa appointed for the purpose by the Government. The decision of the dispute by the said persons shall be final and binding on the parties.

It is hereby EXPRESSLY AGREED by the between the parties hereto that for the purpose of jurisdiction of Courts in the event of dispute, if any, the Agreement shall be deemed to have been entered into at Bhubaneswar within the State of Orissa AND IS AGREED that neither party shall be competent to bring any suit or any other legal proceeding with regard to the matters covered by these presents at any place outside the State of Orissa.

IN WITNESS WHEREOF the parties hereto have put their hands and seal the day and year first above written.

In the
presenc
e of-

Signature of for and on behalf of the
Governor of -Orissa, as authorised within
the SCop& of Article 299 of the
Constitution of India

Witnesses

1
2

Signature of the Agent

In presence of-

Witnesses

1
2

SCHEDULE
I[FORM 'H']

THE AGREEMENT MADE this the day of EETWEEN the Governor
of Orissa (hereinafter called the 'Government' of the one part AND Shri..... son of
..... 'Village..... Police station..... District (Hereinafter
include the "Purchaser" which expression unless repugnant 10 the context shall include his
heirs and representatives) of the other part.

WHEREAS Government proposed/invited tenders to enter into a contract in advance for the
sale of Kendu leaves to be gathered from the area notified as Unit No..... in the district
of more fully describe in the Schedule annexed hereto under the terms and
conditions as hereinafter laid down ;

AND WHEREAS the purchaser gave an offer to purchase the said Kendu Jelvies under the aforesaid terms and conditions and the Government have accepted the said offer.

NOW THESE PRESENT WITNESSES and parties hereto mutually agree as follows :

1. This Agreement shall commence from and will remain in force till unless earlier determined under the terms hereinafter appearing:

2[X X X X X X X X]

2. The Government shall sell and the purchaser shall purchase the entire quantity of Kendu leaves procured by the Government from the area notified as Unit No..... in the district of as described in the Schedule annexed hereto at a consideration of Rs per bag for the first bags and at the rate of Rs per bag for the rest of bags. Each such bag shall contain one quintal of processed Kendu leaves including the container. Collection of leaves made through Additional Agent of the Unit shall not be deemed to be included in the total amount of leaves procured from the Unit.

3. The Government shall sell the aforesaid goods only to the purchaser during the period of this Agreement, unless the Agreement

1. Added by O. G. E. No.529, Dt. 21-2-1969.

2. Deleted by S. R. 0.85/72 Dt. 5-2.1972.

is terminated at any time earlier in accordance with the contract or any law in force for the time being and subject to the condition that such Kendu leaves will not be less than bags to be delivered in four instalments as provided in Clause 5.

4. This Agreement shall always be subject to the provisions of the Orissa Kendu Leaves (Control of Trade) Act, 1961 and the Rules and Notifications made thereunder .

5. Subject to any variation that may be made by Government the Kendu leaves shall be offered for delivery to the purchaser in the following for instalments. The quantity to be purchased in each of the first three installments being not more thanbags.

Installment	Due date
1 st instalment	-30th June
2nd instalment	-31st August
3rd instalment	-31 st October of each year
4th instalment	-31 st December

6. The Divisional/District Forest Officer Divisional District (hereinafter called the said Forest Officer) shall cause a notice to be served on the purchaser at least 15 days prior to the date of each instalment calling upon the purchaser to deposit the purchase price of the quantities of Kendu leaves available for delivery, by date specified therein:

Provided that in case the said Forest Officer does not issue the notice to the Purchaser, the purchaser shall pay on or before 7 days prior to the dates of the instalment the purchase price of bags being 25 per cent of the minimum quantity prescribed in Clause 3 thereof and take delivery of such bags in the manner hereinafter provided: Provided further that in case such 25 per cent of bags are not delivered to him on or before the respective dates of instalments, it shall be open to Government to deliver the shortfall either before the date of the next instalment or in any case before the date of expiry of the Agreement.

7. In case the purchaser does not deposit the price of the Kendu leaves within the due dates as provided in Clause 6 hereof, the purchaser shall be liable to pay the amount payable along with 6 percent interest per annum by way of compensation on the aforesaid sums from the date of default till the date of realisation if the same, irrespective of the fact as to whether he has taken delivery of the goods, or not.

8. In case Government is not able to deliver to the purchase the minimum number of bags provided in Clause 3 hereof, by the date of the expiration of the Agreement, the purchaser shall be entitled to a compensation at the rate of Rs..... per bag of short supply: Provided that no compensation will be paid to him for the number of bags of Kendu leaves that are procured by the Additional Agent, if any, of the Unit.

9. If the purchaser during the currency of the Agreement establishes a bidi factory in order to provide employment to the residents of the State of Orissa and pays a minimum excise duty of rupees three & thousand per annum on the bidi manufactured by him, he shall be entitled to a rebate of two per cent of the annual purchase price paid by him during the corresponding year: Provided that if such purchaser has been selected as purchaser for more than one Unit, the rebate in purchase price will be granted to him only in respect of one Unit of his choice for establishment of each such factory: Provided further that the question, whether the bidi factory established by him provides employment or not to the residents of the State, shall be decided by the said Forest Officer and his decision shall be final.

1[9-A. Notwithstanding anything contained in Clauses (2) and (3) hereof purchaser shall, during the period not exceeding the current year for which the Agreement is in force sell 5 per cent of the total quantity of Kendu leaves delivered to him by the Government to the Orissa Forest Corporation Limited or their authorised representatives at the consideration mentioned for the first bags in Clause 2 to enable the Orissa Forest Corporation Limited to sell the Kendu leaves in market located by them outside the State.]

1. Inserted by. R.O. 85/12.Dt. 5-2.1912.

10. All payments to be made by the purchaser including the payments of compensation, if any, shall be paid into a Government Treasury or Sub-Treasury and the Treasury Challan shall be sent at once after each payment to the Divisional Forest Officer concerned. Only on receipt of a valid and proper challan showing the payment, the Forest Officer shall deliver the required goods to the purchaser from such depots or stores as is directed by the Divisional Forest Officer.

11. If the purchaser is guilty of any breach of the terms and conditions of this Agreement, it shall be open to Government to terminate his Agreement by giving him 15 days' notice. On such termination the purchaser shall be liable to pay the difference between the price payable by him and the price that will be obtained by selling the goods in the market, if the same is less than the amount payable by the purchaser. The Divisional Forest Officer shall also be entitled to assess such compensation as he deems proper for any breach of the terms and conditions of the Agreement subject to an appeal to the Conservator of Forests, preferred within 15 days from the date of order of the said Forest Officer. Any decision so arrived at, shall be final and conclusive between the parties.

12. For the due performance of the terms and conditions of the Agreement the purchaser hereby pays a security deposit of Rs in favour of the said Forest Officer and any sum or sums of money, which shall become payable by the purchaser to the Government under these presents may be deducted from the aforesaid security amount by the said forest Officer.

13. Any amount payable to the Government by the purchaser under this Agreement shall be recoverable as arrears of land revenue, under the Orissa Public Demands Recovery Act.

14. In case any dispute arises in the matter of the interpretation of any of the terms of this Agreement or with respect to any matter arising from out of the subject-matter of this contract,

the said dispute -shall be referred to the Chief Secretary or any other Secretary to the - Government of Orissa appointed for the purpose by the Government. The decision of the dispute by the said person shall be final and binding
(n the parties.

15. It is hereby expressly agreed by and between the parties hereto that for the purpose of- jurisdiction of Courts in the event disputes, if any, with respect to this Agreement, this Agreement shall be deemed to have been entered into at Bhubaneswar within the State of Orissa and it is agreed that neither party shall be competent to bring any suit or other legal proceeding with regard to the matter covered by thes& presents at any place outside the State of Orissa.

16. IN WITNESS WHEREOF the parties hereto out their hands and seal on the day and year first above written.

Signature.....
for and on behalf of the Governor of Orissa, as authorised within the scope of Article, 299 of the Constitution of India.

In the presence of-
Witnesses

- 1
- 2

Signature of the purchaser

In the presence of-
Witnesses

1
2

**SCHEDULE
1[FORM 'I']**

THIS AGREEMENT MADE this the day of BETWEEN the Governor of Orissa (hereinafter called the "Government" of the one part AND Shri..... son of..... village Police station District (hereinafter called the Additional Agent) which expression unless repugnant to the context shall include his heirs and representatives) of the other part.

NOW THESE PRESENT WITNESSES and the parties hereto hereby mutually agree as follows :

(1) The Government hereby appoint Shri as their Additional Agent to do the acts hereinafter mentioned for and on their behalf under terms and conditions as hereinafter laid down. The appoint-

1. Added by O. G. E. No.529, D. 21-2-1969.

ment by the Government shall remain in force from to unless earlier determined by the Governor in accordance with the terms and conditions of the Agreement or in accordance with the law for the time being in force;

1 [X X X X X X]

(2) WHEREAS the particulars hereby mutually agree to abide by "the following terms and conditions-

(a) The Additional Agent shall purchase the Kendu leaves as may be offered to him for sale at his depot by the registered growers of Unit No in the district which is more fully described in the Schedule annexed hereto for and on behalf of the Government.

(b) The Additional Agent shall process the Kendu leaves so obtained by him and he shall store the same after packing them in bags. Each such bag shall contain one quintal including the weight of the container of processed Kendu leaves fit for manufacture of bidis.

(c) The Additional Agent shall purchase Kendu leaves from the registered growers at the price as shall be fixed by the Government under Section 4 (1) of the Act.

(d) The Additional Agent shall deliver such question of processed Kendu leaves to such persons and at such times as shall be directed from time to time by the Divisionall District Officer of Division/District.

(e) The Additional Agent shall be paid by the Government Rs per bag of processed Kendu leaves towards cost incurred for purchase, collection packing and other handling charges. He shall also be entitled to a remuneration to at the rate of Rs per each bag of processed Kendu leaves.

(f) The Additional Agent shall be paid the cost and remuneration of the bags of processed Kendu leaves from to time as and when the same shall him for being taken delivery of by Additional the Government. The additinal Agent shall claim no lien over the Kendu leaves at any time.

Deleted by S. R. O. No 85/72 D. 5-2-1972

(g) The Additional Agent shall open depots and storage godowns at such centres within the Unit in which his main collection depot is located, as may be directed by the Divisional Forest Officer. The Additional Agent shall not, without a transit permit issued by him, permit the movement of any Kendu leaves from the collection depot to the storage godowns or from one storage godown to another within the Unit. He shall not also, without permission of the Divisional Forest Officer, move any Kendu leaves from any place within the Unit to a place outside the Unit.

(h) The Additional Agent shall prominently display at each depot a correct list written in Oriya indicating the rates fixed by Government for purchase of Kendu leaves from registered growers.

(i) The Additional Agent shall maintain such registers and accounts as may, from time to time, be directed by Government.

(j) The Additional Agent shall submit to the Divisional Forest Officer such returns at such intervals as may, from time to time, be directed by Government.

(k) The Additional Agent shall give all facilities qt all reasonable times to ~the Divisional Forest Officer and any officer authorised by the said Forest Officer, for the inspection of his stook and accounts kept at any depot and storage godowns.

(l) The Additional Agent shall abide by the Orissa Kendu Leaves (Control of Trade) Act, 1961 the Rules and Notifications issued thereunder. He shall also abide by the Forest Laws applicable to the Unit under the provisions of the different Forest Acts and the Rules,

Regulations and Notifications made thereunder .

(m) The Additional Agent shall not cause any damage either directly or indirectly through his men working under his direction to the Government forests. In case he does so, he shall be liable to pay such compensation as shall be fixed by the Divisional Forest Officer subject to an appeal to the Conservator of Forests and the assessment of such a damage shall be conclusive and binding on the parties.

(n) The Additional Agent shall at all relevant times remain- responsible for the sale; handling storage and transport of the Kendu leaves held by him for and on behalf of Government. Specifically, the Additional Agent shall take all necessary precautions against fire and pilferage of the stock of Kendu leaves held by him under this Agreement. After the termination of agency either due to efflux of time or otherwise, the Additional Agent shall continue to be responsible to deliver the stock in his possession or render the accounts for the same to the Government.

(o) If the Additional Agent is guilty of any breach of the terms and conditions of this Agreement, it will be open to the Government to terminate this Agreement by giving him 15 days' notice. The Divisional Forest Officer shall also be entitled to assess such compensation as he deems proper for any breach of the conditions of this contract committed by the Additional Agent subject to an appeal to the Conservator of Forests to be preferred within 15 days from or after the date of the order of the Forest Officer. Any decision so arrived at, shall be final and conclusive between the parties.

(3) WHEREAS the Additional Agent for the performance of the terms and condition of this Agreement hereby gives a security deposit of Rs deposits in favour of the Divisional Forest Officer. Any sum due to the Government from the Additional Agent in accordance with this agency Agreement, may be deducted from out of the aforesaid security deposit.

(4) Any amount payable to the Government by the Additional Agent under this Agreement, shall be recoverable as arrears of land revenue under the Orissa Public Demands Recovery Act.

(5) In case many disputes arise in the matter of the interpretation, of any of the terms of this Agreement or with respect to any matter arising from out of the subject matter of this contract, the said dispute shall be "referred to the Chief Secretary or any other Secretary to the Government -of Orissa appointed for the purpose by the Government. The decision of the dispute by the said person shall be final and binding as between the parties.

It is hereby EXPRESSLY AGREED by and between the parties hereto that for the purpose to jurisdiction of Courts in the event of dispute, if any, the Agreement shall be deemed to have

been entered into at Bhubaneswar within the State of Orissa AND IT IS AGREED that neither party shall be competent to bring any suit or any other legal proceeding with regard to the matters covered by these presents at any place outside the State of Orissa.

IN WITNEESS WHEREOF the parties hereto have put their hands and seal the day and year first above written.

Signature of for and on behalf of
..... the Go Orissa, as
authorised within t of Article 299 of
the Constitution India.

In the presence of-
Witnesses

- 1
- 2

Signature of the Additioal Agent

In the presence of-
Witnesses

- 1
- 2

1[SCHEDULE]
(FORM .'J")

THIS AGREEMENT MADE this the day of BETWEEN
the Governor of Orissa (hereinafter called the 'Government') of the one part AND Shri
..... son of..... village..... police
station..... district (hereinafter called the ,. Agent" which
expression unless repugnant to context shall include his heirs and representatives) of part.

WHEREAS Government proposed to enter into a contract in advance for the sale of Kendu leaves to be gathered through the

1, Added by O. G, E. No.529, Dj21-2-1969.

Additional Agent from the area notified as Unit No in the district of more fully described in the Schedule annexed hereto under the terms and conditions as hereinafter laid down.

AND WHEREAS the purchaser has agreed to purchase the said Kendu leave under the aforesaid terms and conditions.

NOW THESE PRESENT WITNESSES and the parties her mutually agree as follows-

1. This Agreement shall commence from and remain in force till unless earlier determined under the terms hereinafter appearing.

1 [X X X X X X]

2. The Government shall sell and the purchaser shall purchase the entire quantity of Kendu leaves procured by the Government through the Additional Agent from the area notified as Unit No in the, district of as described in the Schedule annexed hereto at consideration of Rs per bag. Each such bag shall contain one quintal of processed Kendu leaves including the container.

3. The Government shall sell the aforesaid goods only to t purchaser during the period of this Agreement, unless the Agreement is terminated at any time earlier, in accordance with the contract or a law in force for the time being.

This Agreement shall always be subject to the provisions of Orissa Kendu Leaves (Control of Trades) Act. 1961 and the Rules a Notifications made thereunder.

5. As and when the processed bags of Kendu leaves are availablefor sale, the Divisional/District Forest Officer..... Divisional District (hereinafter called the said Forest Officer) shall cause a notice to be served on the purchaser calling upon him to deposit the purchase price of the quantities of Kendu leaves available for delivery by the dates specified therein.

6. In case the purchaser does not deposit the price of the Kendu leaves within the due dates as provided in Clause hereof, the purchaser shall be liable to pay the amount payable along with 6

per cent

1. Deleted by S. R. O. No. 85/72-D/5-2-1972

interest per annum by way of compensation on the aforesaid sum from the date of default till the date of realisation of the same, irrespective of the fact as to whether he has taken delivery of the goods or not.

7. All payments to be made by the purchaser including the payments of compensation. if any, shall be paid into a Government Treasury or Sub- Treasury and the Treasury Chalan shall be sent at once after each payment to the Divisional Forest Officer concerned. Only on receipt of a valid and proper chalan showing the payment, the Forest Officer shall deliver the required quantity of goods to the purchaser from such depots or stores as is directed by the Forest Officer.

8. If the purchaser is guilty of any breach of the terms and conditions of this Agreement. it shall be open to Government to terminate this Agreement by giving him 15 days' notice. On such termination, the purchaser shall be liable to pay the difference, between the price payable by him and the price that will be obtained by selling the goods in the market, if the same is less than the amount payable by the purchaser. The said Forest Officer shall also be entitled to assess such compensation as he deems proper for any breach of the terms and conditions of the Agreement subject to an appeal to the Conservator of Forests preferred within 15 days from or after the date of order of the said Forest Officer. Any decision so arrived at, shall be final and conclusive as between the parties.

9. For the due performance of the terms and conditions of Agreement the purchaser makes a security deposit of Rs..... in favour of the said Forest Officer and any sum or sums of money which shall become payable by the purchaser to the Government under the presents may be deducted from the aforesaid security amount by the said Forest Officer.

10 Any amount payable to the Government by the purchaser under this Agreement shall be recoverable as arrears of land revenue under the Orissa Public Demands Recovery Act.

11. In case any dispute arises in the matter of the interpretation of any of the terms of this Agreement or with respect to any matter arising from out of the subject matter of this contract the said dispute shall be referred to the Chief Secretary, or any other Secretary to the

Government of Orissa appointed for the purpose by the Government. The decision of the dispute by the said person shall be final and binding on the parties.

12. It is hereby expressly agreed by and between the parties hereto that for the purposes of jurisdiction of Courts in the event of disputes, if any, with respect to this Agreement, this Agreement shall be deemed to have been entered into at Bhubaneswar within the State of Orissa and it is agreed that neither party shall be competent to bring any suit or any other legal proceedings with regard to the matter covered by these presents at any place outside the State of Orissa.

13. IN WITNESS WHEREOF the parties hereto have put their hands and seal on the day and year first above written.

SIGNATURE

For and on behalf of the Governor of Orissa, as authorised within the scope of Article 299 of the Constitution of India.

In the presence of-
Witnesses

1
2

Signature of the purchaser

In the presence of-
Witnesses

1

**2 The Supply of Bamboos to Artisans
Including Co-operative Societies
(Orissa) Rules, 1980**

In exercise of the powers conferred by Clauses (c), (d) and (e) of Section 36 of the Orissa Forest Act, 1972 (Orissa Act 14 of 1972), the State Government do hereby make the following Rules to control and regulate the granting of licenses to bamboo artisans including Co-operative Societies and felling and removing bamboos from protected forests located within the vicinity of the place where they are ordinarily residents, for purposes of trade namely.

1. Short Title, Extent and Commencement-

(1) The rules may be called. The Supply of Bamboos to Artisans including Co-operative Societies (Orissa) Rules. 1980.

(2) They shall come into force on the date of their publication in the Official Gazette

2. Definitions - In these rules, unless the context otherwise requires:

I. Act means the Orissa Forest Act, 1972 (Orissa Act 14 of 1972);

II. Bamboo- Artisans means a person who earns his livelihood or a Co-operative Society, the members of which earn their livelihood by making baskets, Kullas, tatties, variety of containers and other articles made of bamboos for sale to general public;

III. Family means the members of the family of bamboo artisans:

IV. Form means a form appended to these rules;

V. Licenses means any individual member or a family or Society us registered under Rule 3 and is on possession of the license book;

VI. Permit means a permit issued by an authority competent to issue the same under these rules;

VII. Schedule means the Schedule appended to these rules:

VIII. Society means a Bamboo Artisans' Co-operative Society registered under the Orissa Co-operative Societies Act, 1962;

IX. Value means value of bamboos as per rate prescribed in the Schedule appended to these rules;

X. Vicinity means the area within the territorial Forest Range; but does not include a plantation area;

XI. Working month means all the months of the calendar year except months of July, August and September;

XII. Working season means the period between 1st October to 30th June;

All words expressions used in these rules but not defined the same meaning as are respectively assigned to them in the Act.

3. Registration and License-

(1) All the member of family or Society desirous of obtaining bamboos from protected forests for manufacture of bamboo products for purposes pf trade shall be required to register themselves in Forest Range Office within whose jurisdiction they are ordinarily residents.

(2) The application for registration shall be in Form No.1 and shall be accompanied by an identity Certificate in Form No.II issued by the Sarpanch of the Grama Panchayat or Ward Member of Municipality or Notified Area Council, as the case may be, of the area where the applicant is ordinarily resident (in case the applicant of a society, the identity Certificate in respect of all members of the Society shall be furnished).

(3) All applications received from members of family and Societies shall be serially entered in a register in From No.III by the concerned territorial Forest Range Officer. The applications and identity Certificates shall be filled in the Range Office.

(4) After registering the application the Range Officer shall issue a printed license book in Form No.IV to the licensee from whom the cost of license book amounting to rupees two shall be realized and credited to forest revenue. An used-up license book when returned by the licensee, shall be replaced by a new one, free of cost, by the Range Officer.

(5) After registering the application the Range Officer shall issue a printed license book amounting to rupees two shall be realized and credited to forest revenue. An used-up license book when returned by the licensee, shall be replaced of license book shall be maintained in the Range Office in Form No.V,

4. permit and Scale of Supply -

(1) Subject to such orders or directions of the State Government of the State Government and subject to availability in the protected forest, a licensee may be granted permit during the working season up to five hundred and forty Salia bamboos.

(2) Not more than sixty Salia bamboos shall be permitted for removal in a working month under permit and not more than twenty bamboos shall be allowed at a time.

(3) The bamboo to be cut and removed under such permit shall not be less than two years old.

(4) The Forester or any Forest Officer superior to him having jurisdiction over the area can issue such permits on realization of value and presentation of the license book by the licensee. Each

issue of permit shall be duly entered in the license book by the licensee. Each issue of permit shall be duly entered in the license book by the Forest Officer with his initial and date.

(5) A permit shall be in Form VI. The permit books shall be in triplicate and each page number of the permit in print. The original permit shall be issued to the party, the duplicate copy to be sent by the issuing Officer to the Forest Ranger Officer along with accounts and the triplicate shall be retained as a counterfoil in the book.

5. Value of Bamboos- The value payable for different Forest Division for the purpose of Sub-rule (4) of Rule 4 will be as per rates indicated in the Schedule. These rates are for felling and removed of bamboos under permit.

6. Restrictions- While cutting bamboos, the cutting rules prescribed in the Working Plan of the Division shall be application for the purposes of this rule also.

7. Other Methods of Supply and Rates thereof - The State Government may prescribe separate rates for different areas for the bamboos to be paid by the licensees when such bamboos are supplied for the purpose of these rules from departmentally opened depots.

8. Infringement and Penalty - Infringement of any of the provisions of these rules by the licensee shall make him liable to forfeiture of the license besides such other action that may be taken under provisions of Section 37 of the Act.

SCHEDULE

[Rule 5]

Rate per Single Bamboo payable by a Licensee

Name of the Division	Rate per single Salia Bamboo
(1)	(2)
1. Phulbani	43 Paise
2. Deogarh	
3. Bonai	
4. Rairakhol	

5.Bamra	
6.ambalpur	
7.Kalahandi	
8.Khariar	
ALL OTHERS DIVISION.	
1.Angul	64 paise
2.Athagarh	
3.Baripada	
4.Baliguda	
5.Bolangir	
6.Dhenkanal	
7.Ghumsur (North)	
8.Ghumsur (South)	
9.Jeypore	
10.Keonjhar	
11.Karanjia	
12.Nowrangpur	
13.Nayagarh	
14.Puri	
15.Parlakhemundi	
16.Raygada	
17.Sundergarh	

FORM 1

[Rule 3(2)]

APPLICATION FORM FOR REGISTRATION

- 1) Name of the application.....
- 2) Father's name
- 3) Addition ...
- 4) Whether the application is a member of family of bamboo artisans / Bamboo Artisans Co-

operative Society

5) Number of members in the family with their names engaged in Bamboo handi. Work/ Names along with the name of president and the name of the Society..

6) Monthly requirement of Salia bamboos...

7) Name of forest from where required ..

Signature of the applicant

DECLARATION

I..... do hereby declare that the information furnished above are true and that myself and my family members are bamboo artisans and dependent on trade of bamboo artisans as the means of livelihood.

Signature of the applicant

Place....

Date

FROM II

[Rule 3 (2)]

Identity Certificate

This is to certify that Shri Son of Shri
.....villageP.S under Ward No Of
..... Gram Panchayat NAC Municipalty is a bamboo artisans with follwing family
member of (name) Siciety consisting of members
engaged in manufacture of bamboo products. The minbare of the family/ society are fully
dependent on such trade for earning their livelihood. I have not granted similar certificate to this
person or to any other member of his family or Society in the past.

Name of the member of the family or Society

(1)...

(2)...

Signature or the Sarpanch/ Ward

Member

(Name in full)

Date

Name of Grama Panchayat

NAC

Municipality

FROM - III

[Rule 3 (3)]

REGISTER OF APPLICATION FOR BAMBOO ARTISANS

Date	Name Of Applicant	Village G.P./ N.A.C./ Municipality	Name of identified. .. in the family	By Whom society applicant	No.of member	Regis- tration No.Of the require d	Fores t from which suppl y is issue d	No Of Licenc e book	Date of issu e	Remark s
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)

FORM IV

[Rule 3 (4)]

Price of book Rs.2 (Rupees two) only

LICENCE BOOK FOR BAMBOO ARTISANS

Book No

Name of Range... .. These details should

Name of Division.... .. be printed on the front page of the license book

Name of Licensee.... ..

Form inside the book

Date Permit No. From which forest No.of Salia Bamboos initials of the Supply is permitted (in words issuing Officer and figures) and figures.

				initials of the Supply is permitted (in words issuing Officer and figures) and figures.
Date	Permit No.	From which forest	No.of Salia Bamboos	
(a)	(2)	(3)	(4)	(5)

Form-V

[Rule 3 (5)]

REGISTER OF LICENCE BOOK

Date of receipt of books	Machine serial number of books	Date issue to licensee	Mechine No. of the licence book issued	Name and address of licensee to whom issued	Date of return of the book after use	intials of the issuing Officer
(1)	(2)	(3)	(4)	(5)	(6)	(7)

FROM- VI
[Rule 4(5)]
FOREST DEPARTMENT,ORISSA

Book NO Permit No
Name of the licensee... ..
Address.... ..
Number of Salia Bamboos permitted for
removal (in words and figures)... ..
Value of pritected forests from where
removal is permitted
Date of issue
.....
Date of expiry of the permit

Signature of issuing Officer

Date.....

Note - Bamboo cutting rules prescribed for the Reserved Forests of the Division shall be observed while cutting bamboos in Protected Forest under these Rules.

THE ORISSA VILLAGE FORESTS RULES, 1985

(The 28th September, 1985)

S.R.O.No 7/7/85 - In exercise of the powers conferred by section 31 read with Section 32 and clause (d) of Section 82 of the Orissa Forest Act, 1972 (Orissa Act 14 of 1972), the State Government do here by make the follwing rules, nsmely.

1. Short Title and Commencement -

(1) These rules may called The Orissa Village Forestry Rules, 1985.

(2)They shall come into force on the date of their publication in Official Gazette.

2. Definition -

(1) In these rules, unless the context other requires

I. Act means the Orissa Forest Act, 1972;

II. Assistant Conservator of Forests means a Forest Officer the Orissa Forest Service or Indian Forest Service attach to the Forest Division and includes a Forest Officer or similar rank attached to a Social Forestry Project Division.

III. Block Development Officer means a Forest Officer appoint for a Block under Section 15-A of the Orissa Panchayat Samiti Act,1959.

IV. Collector means the Chief Officer in charge of the Revenue administration of a district and shall include an Additional District Magistrate;

V. Committee means a Village Forest Committee;

VI. Division Forest Officer means the Forest Officer in charge of a Forest Division and includes the Deputy Director in charge of a Social Forestry Project Division;

VII. Forester means the Forest Worker and Technical Assistant posted to Social Forestry Project;

VIII. Government means the Government of Orissa;

The Orissa Timber and Other Forest Produce

Transit Rules, 1980

(1st February, 1980)

S.R.O. No. 165/89 - In axercise of the powers conferred by sections 45 and 46 of the Orissa Forest Act 1972 (Orissa Act 14 of 1972 the State Govt. hereby make the following Rule to regularte the transit of timber and other forest produce namely :

1. Short Title and Commencement -

(1) These Rules may be calleds The Orissa Timber and Other Forest Produce Transit Rule 1980.

(2.) They shall come into force on the date of their publication the official Gazette.

2. Difinitions -

(1) In these Rules , unless the context otherwise requires-

(a) Act means the Orissa Forest Act. 1972 (Orissa Act 14 1972)

(b) Contract area means covered by a forest contract.

(c) Checking Station means any place specified in this behalf to be a checking station and notified by the Divisional Forest Officer in the official gazette.

(d) Fire Wood means wood which is unfit for any purpose other than fuel.

(e) Foreign transit permit means a permit issued by a competent authority of another state or Union territory for movement of forest produce originated from that State or Union territory.

(f) Forest Contract means a contract whereby Government agree to sell and the purchaser agree to buy the forest produce under the Orissa Forest Contract Rules .

(g) Form means form appended to these rules.

(h) Minor Forest Produce means forest produce other than timber, fire-wood, charcoal and bamboos

(i) Schedule means the schedule appended to these rules.

(2) All words and expressions used but not defined in these rules shall have meaning respectively assigned to them in the Act.

3. Routes -

(1) Land routes : The Chief Conservator of Forests shall notify from time to time in official gazette, the routes , in the States of Orissa through which forest produce may be imported, exported, or moved into from or within the State .

(2) Water routes :(a) The rivers and their banks as specified in Schedule I shall be available for transport of forest produce.

(b) No person shall cause any diversion to the water routes or cause obstruction in the channels or on banks of the river specified Schedule I.

(c) The Collector of the district shall have the power to order the removal of any obstruction on the

banks or the channels or destruction of unauthorised diversions of any river specified in Schedule I and to recover the cost thereof from the persons of person responsible for such obstruction or diversion.

(d) The Divisional Forest Officer shall notify in the Official Gazette the names of places on the river

banks selected by him as checking stations.

4. Transit Permits -Except as provided in Rule 5, all forest produce in transit by land, land, rail or water shall be covered by a permit hereinafter called the "Transit Permit" to be issued freed of cost by the Divisional Forest Officer or by Assistant Conservator of Forest authorised by him in that behalf :

Provided that the Range Officer or a Forester when duly authorised in that behalf by the Divisional

Forest Officer may issue transit permit in cases where no verification at the stump site is necessary:

Provided further that in respect of a minor forest produce collected by the Orissa State Tribal Development Co-operative Corporation Ltd. a Branch Manager or a Divisional Manager and in respect of tassar cocons collected by the State Tassar Co Operative Society Ltd. Orissa, the Assistant Director of Sericulture can issue transit permits :

" Provided also that the removal of timber and firewood obtained from trees (excluding those species mentioned in Schedule -II) up to two hundred and fifty in number raised in "Farm Forestry" or " Forest farming for the Rural Poor" plantations under the Orissa Social Forestry Project, the Range Officer may issue the transit permit".

NOTES

Rule 4-Rule 4 is not by itself a penal provision- The penal provision is Rule 21-1989 (II) OLR-P-124.

Rule 4 12 and 21 Mill owner having logs without transit permit- Independent seizure witness turns hostile - Exudence of departmental witnesses to be relied upon 71 (1991) CLT 128

5. Cases in which Permit shall not be required -

(1) No transit permit shall be required to cover transit of forest produce in the following cases, namely:

(a) For the transit from the contract area of forest produce purchased by the Orissa forest Contract Rules and duly covered by a coupe permit :

(b) for the transit of forest produce whose removal is covered by Forest Department permits :

(c) for the transit of minerals leased out under the Mineral Concession Rules;

(d) for the transport of [Bamboo] timber and firewood bearing Orissa Forest Departments hammer mark when removal covered by depot permit ;

(e) for removal of forest produce other than timber bamboos and minerals of any description required by transits, having recognised rights under any law in force for their bona fide domestic use but not for trade or barter subject to the condition that tribals can transport or possess upto fifty Kgs. of tamarind and ten bundles of hill brooms without transit permit.

(f) for timbers not grown in India:

(g) for timber that is cut or fashioned otherwise than is usually done before timber is removed from the forests or the sawmills and saw pits;

(h) for fire wood not exceeding one head load ;

(i) for transport of minor forest produce within the district except lac, tassar, myrabolan, gums and root of patalagaruda, sal seed, tamarind and hill brooms, subject to such limit of transport and storage without transit permit as may be notified by State Government in Official Gazette for different items;

["(j) for transit of timber and firewood obtained from those species mentioned in Schedule-III in the areas mentioned against each"

(2) When any forest produce removed by permits referred to in Clauses (a), (b) and (d) of Sub-rule (1), are unloaded at their destinations, they cannot be transported under the authority of the said permits unless transit permits are obtained under Rule 4.

6. Form of permit - The transit permit shall be in Form No. 1.

7. Application for Permit and order thereon -

(1) Persons desiring to remove forest produce under Rule 4 shall apply for transit permit to the Forest Officer having jurisdiction in Form II or III as the case may be, together with the declaration and undertaking as embodied therein.

["(1-A) . Person who have raised "Farm Forestry" Plantations under the Social Forestry Project or beneficiaries under the "Forest Farming for the Rural Poor " component of the said project desiring to remove forest produce obtained from trees (excluding those mentioned in Schedule-II) up to two and fifty in number under Rule 4 shall apply for transit permit to the Range Officer having jurisdiction in Form -II or Form III as the case may be together with the declaration and undertaking as embodied therein and a certificate from the concerned Range Officer (Social Forestry Supervisor) of the Project in the following form;

"Certified that the details mentioned in the application have been verified with the concerned revenue records and other relevant documents and I have found these to be correct. Accordingly, I recommend for issue of Transit permit in favour of the applicant .

Signature
Name
Full designatin"

(2) On receipt of application, the Forest Officer having jurisdiction shall cause an enquiry, where necessary in the manner prescribed hereinafter, before issue or refusal of transit permit. [" Provided that no enquiry may be necessary in cases mentioned In Sub-rule (1-A) if the certificate as require in the said sub-rule is furnished alongwith the application".]

(3) An appeal may be preferred against the order of refusal passed by the Forest Officer under Sub-rule (2) within thirty days from the date of receipt of the order, before the Conservator of Forest of that Circle, if the order appealed against is that of the Divisional Forest Officer or before the Divisional Forest Officer of that Division, if the order Officer or the Forester , and the decision of the appellate authority in the matter shall be final.

(4) In the case of an application for removal of forest produce from one's own private holding for bona fide domestic use, if no order is passed either refusing or granting the permit within forty-five days of the receipt of the application, the applicant shall be at liberty to file a representation before the Conservator of Forests of that circle who shall pass order within sixty days of sthe date of receipt of such representation and such order shall be final.

(5) All orders refusing to grant transit permit shall be in writing and shall state the reasons, of the refusal and shall be communicated to the applicant.

(6) Any person who furnishes incorrect information or false declaration in Form II Form III shall be deemed to have contravened the provisions of these rules .

(7) Acceptance of the declaration of the applicant by the Forest Officer shall be deemed to be an act done in goodfaith.

(8) In case of application for removal of timber, firewood and bamboos from private holding and in case of applications of purchasers of timber, firewood and bamboos from such holdings, the following provisions shall apply, namely ;

(a) When required by the Divisional Forest Officer or the Assistant Conservator of Forests duly authorised in that behalf the applicant shall bear the services of an Amin from Tahasil Office for joint verification by Revenue and Forest Officials of plots and trees and bamboos mentioned in the application for transit permit filed by him .

(b) On completion of such joint verification , if no discrepancies are noticed in the field, the Divisional Forest Officer may direct the applicant to submit a list of conversion of trees and bamboos felled and converted by him over those plots in triplicate, and to put the facsimile of his registered property mark on either ends of all timber including round wood billets .

(c) On receipt of conversion list, the Divisional Forest Officer shall get it verified and shall get the timber including round-wood-billets branded with the Forest Department hammer mark bearing the letters P.f.

(d) After the conversion list has been verified in the field and timber including round-wood-billets branded with the hammer marks as referred to in Clause (c) the Divisional Forest Officer shall issue the transit permit in Form I .

"(e) In cases mentioned in Sub-rule (1A), the conversion lists shall be submitted along with the application in triplicate, after branding the timber, including round and roughdressed wood billet. with the hammer registered for the purpose to the Divisional Forest Officer by the concerned Range Officer (Social Forestry Supervisor) of the project, who shall record his certificate of verification authenticating the conversion lists concerned".

NOTE

Rules 7 & 8 - If the timber is private timber the concerned officer of Forest should grant permit free of cost expeditiously after due enquiry - The rules are never meant for oppression of owners of timber - Rules must be attended to with reasonable speed otherwise it will be detrimental to the interest as well as property of the owner -1986 (2) OLR-P. 632.

The very purpose of the rule and of the enquiry before the transit permit is granted, is apparently to make sure that timber sought to be removed is private timber or bamboo clandestinely contemplated to be utilised as a means of oppression of the owners of the timber so as to keep it hanging like a Damocles's sword over them ready to fall at the slightest ill humour -68 (1987) CLT179.

8. Depot Permit -The Divisional Forest Officer may from time to time notify the places other than rail heads, river banks, saw-mills and factory premises, wherefrom owners having depots of [Bamboo, timber, firewood] bearing Forest Department hammer marks [may remove such materials] by using permits called, "depot permits issued previously by or with the permission of the Divisional Forest Officer.

9. From the Depot Permit - "Depot permit" shall be in form permits shall be in triplicate and bound in books shall be serially. Before issue each page of the books shall be rubber stamped with the name of the produce [BAMBOO TIMBER or FIRE WOOD] as the case may be, for which it shall be used.

10. Conditions Regulating use of Depot permits - An owner of the depot to whom permission is given under Rule 8 shall abide by following conditions, namely:

(a.) he shall pay security deposit duly pledged to the Divisional Forest Officer at 5 percent of the market value of the maximum quantity [of timber or bamboo or wood of all of these three major forest produces he may store at any time subject to a minimum ofone thousand for the due observance of the provision these rules :

[" Provided that the Chief Conservator of Forest exempt wholly or partly any Government Department any State owned undertaking or Corporation or any operative Society from payment of security deposit bed under this rule".

(b) he shall not bring or store at his depot any forest produce other than [bamboo or firewood]

(i) Which do not bear the Forest Department hammer mark ;

(ii) Which are not checked on route ; and

(iii) Whose transit from the source of collection or origin up to the depot is not covered by permit issued under Rule - depot permit under Rule 8.

(c) The permits referred to in Clause (b) shall be retained by upto six months from the date of complete disposal removal from the depot of all the forest produce brought under such permits and shall be produced for inspection within that period on demand by a Forest Officer having jurisdiction.

(d) He shall not remove from the depot any timber or firewood unless accompanied by a depot permit signed by himself or by his authorised agent approved by the Divisional Forest Officer .

(e) He shall obtain the depot permits on payment from the Range Officer in whose jurisdiction the depot is located. Each depot Permit shall bear the Official seal of the Divisional Forest Officer of the Division.

(f) He or his authorised as the case may be, shall issue the original permit to the person removing the forest produce and send the first carbon copy to the Range Officer hving jurisdiction on the same day of issue of the permit and retain the second carbon copy in the book as a counter foil- All corrections or rewritings shall be duly attested by the person issuing the depot permits.

(g) He shall return the permit book as soon as it is completely used up or after the forest produce for the removal of which, the permit book was issued, is disposed of whichever is earlier and no cancellation of the permission under Rule 11, all partially used permit books shall be returned to the Range Officer and receipt obtained to this effect from him.

(h) He shall at the times allow Forest Officer having jurisdiction over the area to inspect the premises and the [bamboo or timber or firewood] for which permission is granted under Rule 8 and shall produce the permits referred to in Clause (b) for inspection on demand by the officer .

(i) He shall maintain a register in Form V showing correct accout of the [bamboo, timber and firewood] brought to with reference to the transit permite or the coupe permits concerned and removed from the depot, and such register of accounts shall be open to inspection at any time by the Divisional Forest Officer or any Forest Officer duly authorised in this behalf by the Divisional Forest Officer.

(j) He shall be subject to the general supervision of the Divisional Forest Officer in respect of issue of depot permits and the quantity of [bamboos or firewood or timber] covered by each and the Divisional Forest Officer may pass written order to regulate the manner in which such permits shall written and may vary suc regulations.

(k) The permit book issued a particular forest produce shall be used only for that produce whether for [bamboo timber or firewood]. The permit book is not transference and shall only be used by the person to whom it is issue or by his authorised agent .

11. In case of contravention of any of the provisions of Rule by any person who has been permitted by the Divisional Forest Officer use depot permit, such permission is liable to to be cancelled and security deposit paid by such perosn may, in whole or in part, be forfeits by teh Divisional Forest Officer without prejudice to any action that may be taken against him under Rule 21

Provided that before the order of forfeiture is passed, the owner the depot shall be given a reasonable opportunity of being heard.

12. Retention of Transit Permit - Any person, to a transit permit is issued under these rule shall be bound to follow the direction given in the transit permit and to retain it with him so as the forest produce covered by the transit permit , remain in possession and to produce it for inspection at any time before it is posed of if and when acquired by any Forest Officer not below the..... of a Forester .

13. Checking of Transit Permit -

(1) Forest produce transit by land, rail or water is liable to inspection by any Forest Office Officer not below the rank of Sub Inspector or by a Revenue Officer not below the rank of a Tahasildar or by the Divisional Manager of the Orissa Tribal Development Co-opertive Society Ltd. or by Assistant Director of Sericulture of the State Tassar Co-operative Ltd. Orissa for formal prosecution and handing over the cases to Forest Officer and the transit permits shall be produced on demand any such officer. All boats, carts , vehicle or other means of convey..... used for transportation of such forest produce shall be stoped by person in charge under demand by any such officer who may open and search any baggage or other things in the possession of such person or transported in the same conveyance, where there are reasonable grounds for believing that an offence under the Act or these has been committed.

(2) It shall be incumbet on the person transporting forest produce to persent the transit the transit permit or depot permit or Forest Department permit for examination at such checking stations may be notified by the Dividsional Forest Officer of the Division in the Official Gazette. It

will be illegal to take any forest produce by a route such avoids any route at which a checking station has been established

(3) Checking station shall remain closed from 10pm to 5 am forest produce shall pass a checking station when it is closed between these hours except with the previous permission in writing of the Divisional Forest Officer, in whose jurisdiction the checking station.....

Provided that checking stations on National Highways shall remain open throughout the day and night

(4) As soon as the forest produce has been checked and found correct the concerned permit under the authority of which the forest produce is carried, shall be endorsed by the Forest Officer in charge the checking station under his signature and date with the word "CHECKED". When timber and round- wood billets are checked at the checking station the Forest Officer shall brand the exposed ends of the timber and billets with Forest Department hammer marks. If the forest produce or description given in the transit permit and the timber and round wood billets do not bear the Orissa Forest Department hammer mark and the owner's registered property marks as required under Rule 14 the forest produce shall be liable for seizure. If the forest produce is less than the quantity stated in the transit permit the said permit shall not be used again to cover the deficit.

Note - All Forest produce shall be liable to be checked for proper checking. If so required by the checking officer not below the rank of a Forester .

14. Manner and Property Mark -

(1) Subject to sub-rule (1) of Rule 15 all timbers including round wood billets of and above sixty Cm. mid-girth and ninety Cm. length which are also fit for purposes other than fire-wood. While on transit should bear the Orissa Forest Department hammer mark and registered property mark of the owner.

(2) When the ownership of timber and round wood billets of the specifications mentioned in sub rule (1) above is changed. it shall be indicated by a fresh registered mark, if not, it will be sufficient if it bears the registered property mark of the original owner provided that the transferee can prove by production of receipts that he is in the legal possession of such produce.

15. Registration of property Mark -

(1) All property mark shall be registered in the office of the Divisional Forest officer of the Division from whose jurisdiction the timber, including round wood billets, move and shall be subject to the previous approval of the said Forest Officer, provided that if the timber including the round billets are moved within the jurisdiction of more than one Forest Division, it shall suffice Officer of the Division, from whose jurisdiction the timber including round wood billets first move:

Provide that sufficient copies of facsimiles of such property mark are sent to the Divisional Forest Officer under whose jurisdiction the timber and round wood billets pass.

(2) Application for registration of property mark shall give particulars of the origin of the timber including round-billets, the approximate quantity to be removed, the destination and the route by which it will be transported and shall be accompanied by the facsimiles of the mark to be registered .

Note- This Sub-rule does not apply to forest contractors while transporting timber and firewood from their contract areas for which separate provision exists.

(3) The fee for registration or renewal of registration of property mark shall be rupees five for the period upto the year ending 31st July and rupees ten for any period upto three years thereafter ending 31st July.

16. Checking of Timber raft in Route- Each timber raft floated in a river shall bear the Orissa Department hammer mark and registered property mark on either ends of the logs and also on the upper surface of each log in the raft to facilitate checking in route .

17. Import of Forest Produce from outside - All forest produce imported into the State of Orissa shall be covered by a transit permit issued by the Divisional Forest Officer of the Division from which the forest produce is exported and in case of timber including round wood billets it should bear the checking hammer impression of the exporting State and the registered property mark of the owner of the produce under Rule 18 below.

18. Registration-Fee for Import of Forest Produce- The property mark for all cases referred to in Rule 17 above should be registered in the office of the Divisional Forest Officer of the Division through which the timber and round wood billets shall move at the first instance, on payment of registration fee of rupees ten for one year.

19. Foreign Transit Permit -Any forest produce imported into the State of Orissa may be transported under Foreign Transit Permit within the limit of the State of Orissa subject to the following conditions namely:

- (a) In case of transport by road upto first checking station in the boarder.
- (b) In case of transport by rail upto railway depot of the destination railway station .
- (c) In case of transport by sea upto the limits of the destination port area and
- (d) In case of transport by air upto limit of destination air port.

20. Issue of fresh Transit permit in lieu of Foreign Transit Permit-

(1) When forest produce is sought to be removed from the area mentioned in Rule 19 the Divisional Forest Officer of the Division in which the area lies shall on the foreign transit permit after necessary verification for movement of the produce within the State of Orissa.

(2) Certified copies of the form in which transit permit is issued by the exporting Divisional Forest Officer along with the certified impressions of the seal under which the transit permits will be issued, shall be sent to the Division Forest Officer mentioned in Rule 17 for records.

21. penalties - Whoever contravenes any of the provisions of these rules shall be punished with imprisonment for a term which may extend to one year or with fine which may extend to rupees one thousand or with both:

Provided that double the amount of penalty as aforesaid may be inflicted in cases where the offence is committed after 10 p.m. and before 5 p.m. or after making preparation for resistance of lawful authority or where the offender has been previously convicted for a similar offence.

Rule 21 - Commission of offence under the Transit Rules-Punishable under Rule 21 -1989(II)
OLR 124 .

Rule 21 -Vehicle carrying timber seized by police and reported to the Magistrate and criminal case instituted- Magistrate has power to release the vehicle (Orissa Forest Act, 1972 Section)-
1983 (1) OCR 450.

22. Savings and Repeals -

(1) The Orissa Timber and other Forest produce Transit Rules, 1967 and Transit Rules framed under the Madras Forest Act, 1882 (hereinafter called the said Rules) in their application to the State of Orissa are hereby repealed, with effect from the date these rules come into force.

(2) Notwithstanding such repeals all acts done, proceedings taken and orders issued, under the said rules, before the commencement of these rules, shall continue to have force and effect as if these rules have not come into force.

SCHEDULE I

[vide Rule 3 (2) (a)]

Name of rivers

Mahanadi, Kathjori, Kuakhai, Bhargavi, Brahmani, Ramial, Tikirial, Maku Nalla, Jautuk, Gohira, Samakoi, Baitarani, Salandi, Kusal, Kusal, Budhabalang, Sona, Gangadhar, Deo Jambhira, Tel, Baghanadi, Salunki, Mahuani, Ib, Aung, Tanta, Jira, Kharasrote, Devi, Vansadhara, Rusikulya, Sileru, Saberi, Nagavati, Indravati, Kulab, Machikunda with all its branches and tributaries.

FORM 1 (vide Rule 6)

Forest Department, Orissa

TRANSIT PERMIT

Book No.....

Transit

Permit No.....

Shir/Smt.....

Name and address of the person in
whose favour transit- permit
issued.

Name of locality from where removed
village

Plot No.

Name or names of carters or drivers Description of the produce No. quantity.

Route:

Designation:

Date of issue:

Date of Expiry:

Signature of forest Officer

Stamp of office

N B- The permit shall be presented at the chacking station on the route (s) specified.

FORM ii

(vide Rule 7 (a))

FORM OF APPLICATION FOR REMOVAL OF FOREST PRODUCE

(a) Particular of forest produce shought to be removed.

(b) Place from which sought to be removed.

(c) Certified copy of the documents regarding the ownership of the produce.

(d)The route through which the forest produce will be taken to the destination market or depot to be specified.

Signature of the applicants

DECLARATION

I ,Shri..... age son of village.....police station.....district.....do here by declare that the particulars furnished in the above application are true to the best of my knowledge and belief and I am absolute owner of the rorest produce sought to be removed I here by declare that the forest produce is neither Government property nor any one else's property and I do here by undertake to indemnify the State Government for any liability that may accure on them on acceptance of the aforesaid declaration.

Date.....

Signature of the applicant

FORM III

(Vide Rule 7 (a))

**FORM OF APPLICATION FOR REMOVAL OF FOREST PRODUCE FROM RECORD
HOLDINGS**

(a) (i) Name of village. Plot number and khata number from which trees or bamboos or other forest produce are to be removed....

(ii) Descriptions of boundaries of the plot.

(b) Particulars regarding ownership and value of the trees/bamboos standing on the plots referred to in (a) above when the applicant is not the owner of such plot or land....

(d) The route by which the timber, bamboos, firewood or other forest produce will be taken to the constitution, market or depot....

(e) A list in triplicate specifying the number, species, size of timber and/or quantity of firewood or bamboos and/or quantity of other forest produce proposed to be removed....

Signature of the applicant

DECLARATION

1. I, Shri..... age son of village..... police station..... district..... do here by declare that the particulars furnished in the above application are true to the best of my knowledge and belief and that I am the absolute owner of the timber and/or firewood or bamboos or other forest produce detailed above are neither Government property nor any one else's property. I do here by undertake to indemnify the State Government for any liability that may occur on them on acceptance of the aforesaid declaration.

Signature of the Applicant

Date.....

NB--The boundary or the forest when is about a reserved or protected forest shall be delineated in the ground to a clear width of one metre.

**FORM IV
(Vide Rule 9)
DEPOT PERMIT**

Book No..... Page No.....

Name of the depot owner.....

No. and date of order of the D.F.O. permitting use of depot permits.....

Name of purchaser.....

purchaser's address

Name of carters of drivers	Description of produce	Rate	Total value
1	2	3	4

Route.....

Destination.....

Date of issue.....

Date of expiry.....

Signature of depot owner/
authorised agent

Date.....

NB - The permit shall be presented at the checking stations on the route(s) specified.

FORM V
[Vide Rule 10(1)]
DEPOSIT REGISTER

Book No..... Page No.....

Receipts and disposal of firewood/timber.....

Name of depot owner.....

No and date of order of the D.F.O.

permitting use of depot permits.....

Date of receipt	Form where received	Permit number under which	Description of produce (mention disposal) species	Date of whom to dispose	Description of produce No. disposed of	Permit under which disposed
-----------------	---------------------	---------------------------	---	-------------------------	--	-----------------------------

		received	incase of timber				
1	2	3	4	5	6	7	8

Schedule - II
(Vide Rule 4 fourth proviso)

Name of species to which provision in these rules regarding 'Farm Forestry' and "Forest Farming for the Rural Poor" plantations will not apply.

Sl. No.	Scientific Name	Vernacular Name
1.	Adina Cordifolia	Kurum
2.	Artocarpus heterophyllus Panas (Jackfruit)	
3.	Bridelia retusa	Kasi.
4.	Daibergia Latifolia	Sissoo (Rosewood)
5.	Gmeina arborea	Gamhar.
6.	Magnifiera indica	Amba (Mango)
7.	Michelea Champace	Champa
8.	Pterocarpus Marsupium	Champa
9.	Shorea robusta	Sal.
10.	Tectona grandis	Teak.
11.	Terminalla alata	Asan

Schedule III
(Vide Rule 5 (1) (j))

Sl. No.	Scientific Name	Vernacular Name	Area where no transit permit
1.	Acacia teucophioea	Gohira	Whole State
2.	Acacia Mangium	Magnium	Whole State
3.	Acaia nilotica	babul	Whole State
4.	Deleted		
5.	Bambusa nutans	Sundar - Kani	Whole State
	Bambusa Vulgaris	Badi-Baunsa	Whole State
	Bamusa tuida	Bolangi-Baunsa	Whole State

6.	Deleted		
7.	Deleted Pongamia Pinnata		
8.	Erythrina Veriegate Chaldhua	Paldhua	Whole State
9.	Gliricidia Maculate		Whole State
10.	Leucaena leucocephala	Subabul	Whole State
11.	Deleted		
12.	Peltogorum ferrugenium	Radhachuda	Whole State
13.	Pithecolobium dulce	Sima Kaiyan	Whole State
14.	Polyathea spp	Devadaru	Whole State
15.	Samanea Saman	Bada Chakunda	Whole State
16.	Sesbania Formosa	Bilati Agasti	Whole state
17.	Sesabania grandiflora	Agasti	Whole state
18.	Deleted		
19.	Eucalyptus hybrid patas	Nilgiri	Whole state
20.	Acacia auriculaefor mis	Sunajhari	Whole state
21.	Cassia Siamer Saneo	Chafruna	Whole state

The Supply of Bamboos to Artisans including Co-operative Societies. (Orissa) Rules, 1980

In exercise of the powers conferred by Clauses (c), (d) and (e) of section 36 of the Orissa Forest Act, 1972 (Orissa Act 14 of 1972), the State Government do hereby make the following rules to control and regulate the granting of licences to bamboo artisans including cooperative societies and feiling and removing bamboos from protected forests located within the vicinity of the place where they are ordinarily residents, for puposes of trade namely ;

1. Short Title, Extent and commencement -

(1) The rules may be called the supply of bamboos to Artisans including co-operative societies (Orissa) Rules, 1980.

(2). They shall come into force on the date of their publication in the official Gazette.

2. Definitions - In these rules, unless the context otherwise requires :

(i) Act means the Orissa Forest Act, 1972 (Orissa Act 14 of 1972)

(ii) Bamboo - artisans means a person who earns his livelihood or a Co-operative society, the

members of which earn their livelihood by making baskets, kulias, tatties, variety of containers and other articles made of bamboos for sale to general public;

(iii) Family means, the members of the family of bamboo artisans.

(iv) Form means a form appended to these rules;

(v) Licensee means any individual members or a family or society is registered under Rule 3 and is in possession of the license book;

(vi) permit means a permit issued by an authority competent to issue the same under these rules;

(vii) Schedule means the schedule appended to these rules;

(viii) Society means a Bamboo Artisan's Co-operative Society registered under the Orissa Co-operative Societies Act, 1962;

(ix) Value means value the Bamboos as per rate prescribed in the Schedule appended to these rules;

(x) Vicinity means the area within the territorial forest range; but does not include a plantation area;

(xi) Working month means all the months of the calendar year except months of July, August and September.

(xii) Working season means the period between 1st October to 30th June.

All words and expressions used in these rules but not defined therein have the same meanings as are respectively assigned to them in the Act.

3. Registration and License-

(1) All the members of family or Society desirous of obtaining bamboos from protected forests for manufacture of bamboo products for purpose of trade shall be required to register themselves in the territorial forest range office within whose jurisdiction they are ordinarily residents.

(2) The application for registration shall be in Form No. I and shall be accompanied by an identity Certificate in Form No. II issued by the Sarpanch of the Grama Panchayat or Ward Member of municipality or notified area council, as the case may be of the area where the applicant is ordinarily resident (in case the applicant of a society, the identity certificate in respect of all members of the society shall be furnished.)

(3) All applications received from members of family and societies shall be serially entered in a register in Form No. III by the concerned territorial forest range officer. The applications and identity certificates shall be filled in the range office.

(4) After registering the application the range officer shall issue a printed license book in Form No. IV to the licensee from whom the cost of license book amounting to rupees two shall be realised and credited to forest revenue. An used - up license book when returned by the licensee, shall be replaced by a new one, free of cost, by the range officer.

(5) All the printed license books shall bear machine serial number. A register of license books shall be maintained in the range office in Form no. V.

4. Permit and Scale of Supply-

(1) Subject to such orders directions of the State Government and subject to availability in the protected forest, a license may be granted permitted during the working season upto five hundred and forty Salia bamboos.

(2) not more than sixty salia bamboos shall be permitted for removal in a working month under permit and not more than twenty bamboos shall be allowed at a time,

(3) The bamboos to be cut and removed under such permit shall not be less than two years old.

(4) The forester or any forest officer superior to him having jurisdiction over the area can issue such permits on realisation of value and presentation of the license book by the licensee. Each issue of permit shall be duly entered in the license book by the forest officer with his initial and date.

(5) A permit shall be in Form VI. The permit books shall be in triplicate and each page of the permit book shall bear the serial number of the book and page number of the permit in print. The original permit shall be issued to the party, the duplicate copy to be sent by the issuing Officer to the forest range officer along with accounts and the triplicate shall be retained as a counterfoil in the book.

5. **Value of Bamboos** - The value payable for different forest divisions for the purpose of sub-rule (4) of Rule 4 will be as per rates indicated in the Schedule. These rates are for felling and removal of bamboos under permit.

6. **Restrictions** - While cutting bamboos, the cutting rules prescribed in the working plan at the divisions shall be applicable for the purposes of this rule also.

7. **Other Methods of Supply and Rates thereof** - The State Government may prescribe separate rates for different areas for the bamboos to be paid by the licensees when such bamboos are supplied for the purpose of these rules from departmentally opened depots.

8. **Infringement and penalty** - infringement of any of the provisions of these rules by the licensee shall make him liable to forfeiture of the license besides such other action that may be taken under provisions of section 37 of the Act.

SCHEDULE

(Rule 5)

Rate per single salia Bamboo payable by a License.

Name of the Division	Rate per single Salia Bamboo
1. Phulbani	
2. Deograh	
3. Bonai	
4. Rairakhol	
5. Bamra	43 paise
6. Sambalpur	
7. Kalahandi	
8. Khariar	

ALL OTHER DIVISIONS

1. Angul	
2. Athagarh	
3. Baripada	
4. Baliguda	
5. Bolangir	
6. Dhenkanal	
6. Ghumsur (North)	
8. Ghumsur (South)	64 paise
9. Jeypore	
10. Keonjhar	
11. Karnjia	
12. Nowrangpur	
13. Nayagarh	
14. Puri	
15. Parlakhemundi	
16. Rayagada	

17. Sundargarh

FORM 1
[Rule 3 (2)]
APPLICATION FORM FOR REGISTRATION

1. Name of the applicant.....
2. Father's name.....
3. Address.....
4. Whether the applicant is a member of family of bamboo artisans/Bamboo Artisans Co-operative Society.....
5. Number of members in the family with their names engaged in Bamboo handi. work/Names along with the name of president and the name of the Society.....
6. Monthly requirement of Salia bamboos.....
7. Name of forest from where required.....

Signature of the applicant

DECLARATION

I do hereby declare that the information furnished above are true and that myself and my family members are bamboo artisans and dependent on trade of bamboo articles as the means of livelihood.

Signature of the applicant

Place

Date.....

FORM II
[Rule 3 (2)]
Identity Certificate

This is to verify that Shrison of Shri.....
.....village.....P.S.under Ward No.....

ofGrama Panchayat NAC/Municipality is bamboo artisan with following family member of(name) Society..... consisting ofmembers engaged in manufacture of bamboo products. The members of the family/Society are fully dependent on such trade for earning their livelihood. I have not granted similar certificate to this person or to any other member of his family or Society in the past.

Name of the member of the family or Society

(1).....

(2).....

Signature of the Sarpanch/Ward

Member

(Name in Full)

Date.....

(Name of Grama Panchayat)

NAC

Municipality

FORM - III

[Rule 3(3)]

REGISTER OF APPLICATION FOR BAMBOO ARTISANS

Date Name Village Name By No. Regis-Forest No. Date Remarks

of of whom of of tration from of of

applicant G.P./ identified mem- No. which license issue

N.A.C./ in the ber of supply book

Municipality family society the is issued

applicant required

(1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12)

FORM IV

[Rule 3 (4)]

Price of book Rs. 2. (Rupees two) only.

LICENCE BOOK FOR BAMBOO ARTISANS

Book No..... ..

Name of Range

Name of Division

Name of Licensee These details should be printed

His signature or thumb on the front page of the licence book
impression

Form inside the book

Date Permit No. From which forest No. of Salia Bamboos initials of the supply is permitted
permitted (in words issuing Officer and figures and figures)

(a) (2) (3) (4) (5)

FORM V

[Rule 3 (5)]

REGISTER OF LICENCE BOOKS

Date of Machine Date of Machine No. Name and Date of Initials of
receipt serial issue of the licence address of return the issuing
of books number to book issued licensee to of the Officer
of books licence whom book
issued after use

(1) (2) (3) (4) (5) (6) (7)

FORM - VI

[Rule 4 (5)]

BAMBOO PERMIT
FOREST DEPARTMENT, ORISSA

Book No..... Permit No.....

Name of the licensee.....

Address.....

Number of Salia Bamboos permitted for
removal (in words and figures).....

Value paid (in figures and words).....

Name of protected forests from where
removal is permitted.....

Date of issue.....

.....

Date of expiry of the permit.....

Signature of issuing Officer

Date.....

Note - Bamboo cutting rules prescribed for the Reserved Forests of the Division shall be observed while cutting bamboos in Protected Forests under these Rules.