

# **The U.P. Village Forests Joint Management Rules, 1997**

UTTAR PRADESH

India

## **The U.P. Village Forests Joint Management Rules, 1997**

### **Rule**

### **THE-U-P-VILLAGE-FORESTS-JOINT-MANAGEMENT-RULES-1997 of 1997**

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The U.P. Village Forests Joint Management Rules, 1997Published vide Notification No. 2008/14-P.B.V./97-109/93, dated 30.8.1497, published in the U.P. Gazette, Extraordinary, Part 4, Section (Kha), dated 30.8.1997In exercise of the powers under Section 28 and Section 76 of the Indian Forest Act, 1972 (Act No. XVI of 1927) as amended in its application to Uttar Pradesh and all other powers enabling him in this behalf, the Governor is pleased to make the following rules :

### **1. Short title, application and commencement.**

(1)These rules may be called the Uttar Pradesh Village Forests joint Management Rules, 1997.(2)They shall apply to such Village Forests in Uttar Pradesh as are not governed by the Uttar Pradesh Panchayati Forest Rules, 1976.(3)They shall come into force with effect from the date of their publication in the official Gazette.

### **2. Definitions.**

- In these Rules unless there is anything repugnant in the subject or context-(a)"Act" means Indian Forest Act, 1927 as amended in its application to Uttar Pradesh;(b)"Forest Panchhyat" shall have the meaning assigned to it in the Uttar Pradesh Panchayati Forest Rules, 1976;(c)"Form" means a Form appended to these rules;(d)"Governor" means the Governor of Uttar Pradesh;(e)"Government" means State Government of Uttar Pradesh;(f)"Gram Sabha", "Gram Panchayat", "Pradhan", "Up Padhan", "Panchayat area", "Village" shall have the meanings respectively assigned to them in the United Provinces Panchayat Raj Act, 1947;(g)"Micro plan" means the Scheme of management of a Village Forest;(h)"Sarpanch", means the Sarpanch of a Forest Panchayat;(i)"Village community" means such person as are registered in the electoral rolls relating to a village;(j)"Village committee"

means a Village Forest Committee or Forest Panchayat, as the case may be;(k)"Village Forest Committee" means a committee constituted under sub-section (6) of Section 29 of the United Provinces Panchayat Raj Act, 1947 for the purposes of these rules;(l)"Village forest" means a Village Forest referred to in Section 28 of the Act.

### **3. Joint management of Village Forest.**

(1)Subject to the supervision, direction, control and concurrence of the Divisional Forest Officer, a Village Forest shall be managed jointly by the Village Forest Committee and such officers of the Forest Department as are nominated in this behalf by the Divisional Forest Officer, on the terms and conditions specified in the Form-I.(2)If a Forest Panchayat, by resolution, decides that Panchayat Forest under its management, be managed in accordance with these Rules, the Panchayati Forest, in such situation, shall, subject to the supervision, direction, control and concurrence of the Divisional Forest Officer, be managed jointly by the Forest Panchayat and such officers of the Forest Department as are nominated in this behalf by the Divisional Forest Officer, on the terms and conditions specified in Form 1 and the provisions of the Uttar Pradesh Panchayati Forest Rules, 1976 shall cease to apply in respect thereof.

### **4. Functions and duties of the Village Committee.**

- The duties of the Village Committee shall be,-(i)to prepare a five year Microplan and Annual Implementation Plan for the Village Forest and place the same before the village community for its approval;(ii)to prevent destruction of trees;(iii)to ensure that no encroachment takes place in the Village Forest and no Forest land is used in contravention of the provisions of the Act;(iv)to ensure preservation of Wildlife;(v)to preserve and maintain boundary pillars;(vi)to abide by the approved Microplan and carry out the directions of the Divisional Forest Officer;(vii)to utilise Forest produce to the advantage of the village community;(viii)to close annually at least 20 per cent of the Village Forest for grazing unless otherwise permitted by the Divisional Forest Officer;(ix)to protect the Village Forest and plantations thereon from illicit fellings, lopping and other kind of damage and fire;(x)to fell only those trees which are silviculturally available and approved by the Divisional Forest Officer;(xi)to perform such other functions including maintenance of records, documents and accounts of income and expenditure in such manner as may be directed by the State Government.

### **5. Powers of the Village Committee.**

- A Village Committee shall be deemed to be a Forest Officer for the purposes of these rules and shall exercise the following power with respect to the Village Forest assigned to it,-(i)to institute and defend suits and proceedings in respect of claims arising under these rules;(ii)to make local sale of forest-produce without detriment to the forest and to issue permits and charge fees for grazing or cutting or collection of fallen fuel if considered necessary :Provided such an exploitation has the prior approval of the Divisional Forest Officer and made for the bona fide domestic use of right holders :Provided further that the permission of the Divisional Forest Officer would not be necessary for allowing grazing or cutting of grass or collection of fallen fuel;(iii)to extract and sell

resin in accordance with the provisions of the Uttar Pradesh Resin and Other Forest Produce (Regulation of Trade) Act, 1976;(iv)to regulate grazing and admission of cattle into the Village Forest;(v)to impound cattle entering into the Village Forest and to detain them upto forty eight hours if such cattle are not covered under permits issued by the Village Committee;(vi)to exclude a person, who, in the opinion of a Village Committee, is responsible to cause any damage by fire or otherwise to the Village Forest, from all or any privileges in the Village Forest;(vii)to seize all tools or weapons used in committing forest offences within the Village Forest.

## **6. Preparation of Microplan and Annual Implementation Plan.**

(1)A Microplan for a period of five years shall be prepared for the management and protection of a Village Forest by the Village Committee with the assistance of forest officials, in such manner as may be directed by the Forest Department. The Microplan shall be placed before the village Community for its approval before it is finally sanctioned by the Divisional Committee constituted under Rule 7.(2)The Village Committee shall prepare every year an Annual Implementation Plan in Form 2 for the management and development of Village Forest on the basis of the sanctioned microplan and submit it to the Range Committee constituted under Rule 7. The Range Committee shall place the Annual Implementation Plan before the Divisional Committee on or before the first day of September in every year.

## **7. Constitution and functions of various committee.**

(1)There shall be a Range Committee for Village Forests in each range. The Range committee shall consists of the following members :(i)Pramukh of the concerned Kshettra Panchayat-Ex-officio Chairman.(ii)One member from amongst women Pradhans of the Gram Panchayats in the concerned Khand nominated by the Pramukh of the concerned Kshettra Panchayat Member.(iii)One member from amongst Pradhans of the Gram Panchayats in the concerned Khand belonging to the Scheduled Castes/Scheduled Tribes nominated by the Pramukh of the concerned Kshettra Panchayat Member.(iv)One member from amongst Pradhans of the Gram Panchayats in the concerned Khand nominated by the Pramukh of the concerned Kshettra Panchayat Member.(v)One member nominated by the Divisional Forest Officer from amongst residents of the range-Member.(vi)Range Forest Officer of the Range-Member-Secretary.(2)There shall be a Divisional Committee for Village Forests in each Division. The Divisional Committee shall consist of the following members:-(i)Divisional Forest Officer of the division chairman.(ii)One person from amongst residents of the division nominated by the Adhyaksha Zila Panchayat Member.(iii)The Assistant Conservator of Forest/Sub-Divisional Officer incharge of the spearhead team-Member.(iv)One person from amongst member of Voluntary Organisations nominated by the Divisional Forest Officer-Member.(v)One Officer from amongst Assistant Conservators of Forest/Sub-Divisional Officers in the Division nominated by the Divisional Forest Officer-Member Secretary.(3)The Range Committee shall meet at least once in every month and the Divisional Committee shall meet at least once in every four months. The quorum of the meeting shall be one-third of the members. For attending a meeting, only the Bus fare will be admissible to non-official members from the place of their residence to the place of the meeting. All expenditure in regard thereto shall be incurred from the budget of the Microplan.(4)The Range Committee,

shall,-(a)examine and consolidate the Annual Plan for the Village Forest in the Range;(b)inspect, supervise, and verify the , works done by the Village Committee;(c)inspect account book and other records maintained by the Village Committee and take assistance of the concerned Range Officer;(d)to ensure that all the Village Committees in the Range are discharging the duties and exercising the powers assigned to them properly, equitably and justly. In case of any default the Range Committee shall intervene promptly and report the matter to the Divisional Forest Officer;(e)submit budget proposals to the Divisional Committee in accordance with the instructions issued by State Government in this behalf;(f)discharge such other duties as may be. assigned by the Divisional Forest Officer;(5)The Divisional Committee shall,-(a)examine and approve the Microplan for a Village Forest;(b)supervise and monitor the works of Village Committees and Range Committees;(c)perform such other functions as may be directed by the Divisional Forest Officer and the State Government.

## **8. Procedure for Transaction of Business of Village Committee, Range Committee and Divisional Committee.**

(1)A Village Committee shall meet at least once every month at such time and place as may be appointed by the Chairman of the Village Committee.(2)All matters which come up before a Village Committee, Range Committee or Divisional Committee shall be decided by a majority of the members present and voting.(3)The Chairman of Village Committee, Range Committee or Divisional Committee, as the case may be, and in his absence, a member duly elected in this behalf by the members present in the meeting, shall preside over the meetings of the Village Committee, Range Committee or Divisional Committee, as the case may be.(4)A prior notice of at least seven days of the meeting of a Village Committee, and of fifteen days for the meeting of the Range Committee and Divisional Committee, shall be given to the members of the concerned Committee.(5)Two third members shall form quorum of the Village Committee.(6)All the decisions of a Village Committee, Range Committee or Divisional Committee shall be recorded in a minute book to be kept for the purpose.

## **9. Funds.**

- For the management of the Village Forest under these rules, the Village Committee shall arrange funds. As far as possible the funds shall be arranged from the Government and non-Government sources including contributions by Village Committee and through the income under Rule 11. Whenever the Government provides fund for the management of the Village Forest, it shall be released in instalments by the Divisional Forest Officer in accordance with the orders of .the Government issued in this behalf, from time to time.

## **10. Operation of accounts.**

(1)The funds referred to in Rule 8 and all other money received shall be deposited in the name of the concerned Village Committee in a Nationalised Bank, Scheduled Bank, Co-operative Bank or Post Office and shall be operated jointly by the Chairman and Member-Secretary of the Village

Committee.(2)All withdrawals from the Bank shall be made with the prior approval of the Village Committee and details of the amount withdrawn and the expenditure incurred shall be placed before the Village Committee in it's next meeting.(3)The procedure for incurring expenditure and its accounting shall be in accordance with the orders issued by the State Government from time to time.

## **11. Accounts and audit.**

(1)The Village Committee shall maintain proper accounts and other relevant records and prepare an annual statement of accounts in accordance with the direction of the Government.(2)The accounts of a Village Committee shall be audited by the Director of Accounts, Local bodies, Uttar Pradesh.

## **12. Apportionment of Income.**

- The apportionment of the income out of sale of forest produce, and through fees, permits, compensation and other means under these rules shall be made in the following manner :-(i)The share of the Village Community in the income after deducting the cost of investment and after meeting rights and privileges shall be fifty per cent subject to the maximum of Rs. 50,000 in a year calculated from the date of the agreement referred to in Rule 3 :Provided that not more than fifty per cent of the share of the income of the Village Community shall be distributed to the members of the Village Community and remaining fifty per cent amount shall be spent on the community works including recycling of funds for the management of Village Forest.After apportionment of the income to the Village Community under clause (i) the rest of the income shall be apportioned to the owner of the land :Provided that half of the amount referred to in this clause shall be spent for the development of the Village Forest.

Form I[See Rule 3]Agreement between the Governor of Uttar Pradesh and Village Forest Committee/Forest Panchayat for Village forestAn agreement made this..... day of.....19...../20.....between the Governor on the one part and.....Village Forest Committee/Forest Panchayat (hereinafter called the beneficiary) on the other. Whereas the beneficiary has requested the Divisional Forest Officer (hereinafter called the Forest Officer) and agreed to manage the land described in annexed Schedule I as per the provisions of the Uttar Pradesh Village Forest Joint Management Rules, 1997 and whereas the Forest Officer has satisfied himself, after making such inquiries as are deemed adequate and proper, and whereas the Forest Officer and the beneficiary have agreed upon the mutual assurances and undertaking hereunder contained to enter into the contract the agreement witnesseth as follows :

**1. That the beneficiary agrees to manage the land described in the annexed Schedule in accordance to the Uttar Pradesh Village Forest Joint Management Rules, 1997 and other instructions issued by Uttar Pradesh State Government and Uttar Pradesh Forest Department in this regard from time to time.**

**2. That this agreement will be valid for a period of five years from the signing of this contract or till further extended by the mutual consent of both the beneficiary and the Forest Officer.**

**3. That the beneficiary abides to perform and accept all the functions and duties allotted to them and also not to perform any such activity prohibited under Uttar Pradesh Village Forest Joint Management Rules, 1997.**

**4. That the Forest Officer will provide or arrange for training to the villagers as nominated by the beneficiary in the forest management techniques.**

**5. That if the beneficiary fails to carry out any of the directions issued by the Forest Officer for forest management or any of its obligations which the beneficiary is bound to discharge, the Forest Officer shall carry out at his discretion any or all the works regarding forest management departmentally, and no payment for such activity will be made to beneficiary :**

Provided, sufficient reason for this cause to be mentioned in writing and duly approved by Divisional Committee constituted under the Uttar Pradesh Village Forest Joint Management Rules, 1997.

**6. That this agreement will not result in any change in the ownership of the land and would continue to be the same as it was prior to signing this agreement.**

**7. That the Uttar Pradesh Village Forest Joint Management Rules, 1997 shall form a part of this agreement. A copy of the rule is annexed herewith duly signed by us on every page in proof/evidence of our having read/understood the same in letter and spirit and we accept all the terms and conditions laid in it.**

**8. That all the disputes and differences arising of or in any way touching or concerning this agreement whatsoever shall referred to the sole arbitration of the concerned Conservator of Forests. The award of such arbitrator shall be final and binding on both the parties.**

**9. In witness whereof, the parties to this agreement have hereunto set and subscribed their hand-seal on the dates hereinafter mentioned respectively.**

## **Schedule 1**

Area Descriptions

**1. Name of Village Forest Committee**

**2. District/Division**

**3. Police Station**

**4. Village/Post Office**

**5. Range**

**6. Legal Status of land of the Village Forest**

**7. Area (in Hectares)**

**8. Boundaries North East**

South West

Signature of representatives of Village Forest Committee/Forest Panchayat    Signature of witnesses  
Serial Number    Name and address    Signature    Serial Number    Name and address    Signature

Signature of Forest Officers

Serial Number                      Post Name    Signature

Form 2 Annual Implementation Plan of the Village Forest of.....For the financial  
year.....Identity :

**1. Name of Division**

**2. Name of Sub-Division**

**3. Range****4. Beat****5. Name of Village Forest Committee/Forest Panchayat****6. Block****7. Tehsil****8. District****9. Target of the year**

Serial No.	Works Description	Physical	Rate	Proposed Cost	Proposed Working Period	Remarks
1	2	3	4	5	6	7
1.	Forest boundary demarcation (Kilometers)					
2.	Community land demarcation (Square Kilometers)					
3.	Village Forest area demarcation (Square Kilometers)					
4.	Tendu leave collection (Standard bag/Hectares)					Forest Corporation
5.	Tapping of resin (Quintal/ Hectares)					
6.	Maintenance of fire line (Kilometers)					
7.	Maintenance of nursery seedling raised in previous year-April to July (Lakhs)					
8.	Plantation in advance soil work area and maintenance upto March (Hectares)					
	(i) Fuelwood/Folder					
	(ii) Timber					
	(iii) Bamboo					
	(iv) Tassar					
	(v) Fruit bearing					
9.	Advance soil work (Hectares)					



- |   |                               |
|---|-------------------------------|
| <ol style="list-style-type: none"> <li>10. Advance Nursery work for next year<br/>plantation and maintenance upto<br/>March (Lakhs)</li> <li>11. Felling of mature/marked trees</li> <li>12. Thinning/Cultural work</li> <li>13. Bamboo harvesting (Hectares)</li> <li>14. Clearing and maintenance of Assisted<br/>Natural Regeneration area (Hectares)</li> <li>15. Coppice of Sal/Eucalyptus</li> <li>16. Repair/Construction of unmetalled<br/>Forest road (Kilometers)</li> <li>17. Construction of culverts</li> <li>18. Soil/Water conservation works                         <ol style="list-style-type: none"> <li>(i) Drainage (Meter)</li> <li>(ii) Bundh number/Cubic meters</li> <li>(iii) Ponds</li> <li>(iv) Ringwell construction (Numbers)</li> </ol> </li> <li>19. Maintenance of last two years<br/>Plantation IInd year (Hectares) IIIrd<br/>year (Hectares)</li> <li>20. Bamboo culture work (Clumps)</li> <li>21. Tendu culture work (Hectares)</li> <li>22. Establishment of Bio-gas plants</li> <li>23. Rehabilitation of forest-Cutting of<br/>Lantana etc. (Hectares)</li> <li>24. Pressure cookers, Solar cookers,<br/>Improved chullahs (Numbers)</li> <li>25. Animal husbandry, Improved cattle<br/>breeding programmes (numbers)</li> <li>26. Horticulture-Distribution of improved<br/>variety of fruit species</li> <li>27. To provide vocational training in<br/>co-ordination with other departments                         <ol style="list-style-type: none"> <li>(i) Mushroom production training</li> <li>(ii) Fisheries</li> <li>(iii) Honey-bee</li> <li>(iv) Tussor/Silk</li> </ol> </li> <li>28. Other works</li> </ol> | <p>Forest<br/>Corporation</p> |
|---|-------------------------------|

29. Date of preparation of Annual  
Implementation Plan.