Customs (Provisional Duty Assessment) Regulations, 1963.

UNION OF INDIA India

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Rule CUSTOMS-PROVISIONAL-DUTY-ASSESSMENT-REGULATIONS-1963 of 1963

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Customs (Provisional Duty Assessment) Regulations, 1963. Published vide M.F. (D.R.) Notification No. 181-Custom, dated 13th July, 1963. M.F. (D.R.) Notification No. 181-Custom, dated 13th July, 1963. - In exercise of the powers conferred by Section 157 of the Customs Act, 1962 (52 of 1962) read with Section 18 of the said Act, the Central Board of Revenue makes the following regulations, namely:

1. Short title.

- These regulations may be called the Customs (Provisional Duty Assessment) Regulations, 1963.

2. Conditions for allowing provisional assessment.

- Where the proper officer on account of any of the grounds specified in sub-section (1) of Section 18 of the Customs Act, 1962 (52 of 1962), is not able to make a final assessment of the duty on the imported goods or the export goods, as the case may be, he shall make an estimate of the duty that is most likely to be levied hereinafter referred to as the provisional duty. If the importer, or the exporter, as the case may be. executes a bond in an amount equal to the difference between the duty that may be finally assessed and the provisional duty and deposits with the proper officer such sum not exceeding twenty per cent, of the provisional duty, as the proper officer may direct, the proper officer may assess the duty on the goods provisionally at an amount equal to the provisional duty.

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3. Terms of the bond.

(a)Where provisional assessment is allowed pending the production of any document or furnishing of any information by the importer or the exporter, as the case may be, the terms of the bond shall be that such document shall be produced for such information shall be furnished within one month or within such extended period as the proper officer may allow, and the person executing the bond shall pay the deficiency, if any, between the duty finally assessed and the duty provisionally assessed.(b)Where provisional assessment is allowed pending the completion of any test or enquiry, the terms of the bond shall be that the person executing the bond shall pay the deficiency, if any, between the duty finally assessed and the duty provisionally assessed.

4. Surety or security of the bond.

- The proper officer may require that the bond to be executed under these regulations may be with
such surety or security, or both, as he deems fit.Form No. 1(See regn. No. 3)Individual
Importation(To be executed by Importer with Provision for security deposits)Know All Men By
These Presents That
I/We,of
No hereinafter called the "Importer" (which expression shall include it
successor/heirs, executors, administrators and legal representatives) ant/are held and firmly bound
unto the President of India, hereinafter called the "President" (which expression shall include his
successors and assigns) in the sum of Rs(Rupees) to be paid to the President for
which payment well and truly to be made. I/We bind myself/ourselves, my/our successors, heirs,
executors, administrators and legal representatives firmly by these presents. Sealed with my/our
seal(s) thisday of19WhereasThe [Assistant Commissioner of Customs]
[Substituted by the Finance Act, 1995 (22 of 1995), Section 50 for the words 'Assistant Collector of
Customs'.]/Principal Appraiser at(hereinafter called the "Proper Officer") has agreed to
make provisional assessment of the goods described in the Schedule below imported by the importer
pending submission of further documents and furnishing information and/or completion of further
enquiries and/or chemical or other test and the Proper Officer has agreed to allow clearance of the
goods subject to the importer's [production within one month from the date hereof a valid licence to
cover the import of the goods mentioned in the Schedule or] [Should be deleted where a licence will
be produced.] providing to the satisfaction of Proper Officer that the Import Trade Control Licence
No produced by the importer is valid for and covers the entire goods mentioned in
the Schedule below and upon the importer agreeing to furnish such bond and as is herein contained
and whereas the importer has deposited with the [Commissioner of Customs] [Substituted by the
Finance Act, 1995 (22 of 1995), Section 50 for the words 'Assistant Collector of Customs'.] at a sum
of Rs in such cash for being applied in part or full towards the indemnity hereby given or otherwise
according to law. The importer has deposited with the [Commissioner of Customs] [Substituted by
the Finance Act, 1995 (22 of 1995), Section 50 for the words 'Assistant Collector of Customs'.]
atthe securities mentioned in the Schedule hereunder written of the face value of
Rs(Rupees) only endorsed in favour ofas security for the due
observance and performance of the terms and undertakings on the part of the importer and for
being applied in part or full towards the indemnity hereby given or otherwise according to law. NOW

THE CONDITION of the above written bond is such that -(1)If the importer shall within one month or within such extended period as the Proper Officer may allow produce such documents and furnish such information as may be called for by the Proper Officer, and(2)If the importer pays to the President the difference between the duty finally assessed and the duty provisionally assessed in respect of the goods mentioned in the Schedule below, and(3)[] [Should be deleted where a licence well be produced.] If the importer delivers or causes to be delivered to the Proper Officer within one month of a demand being made by the Proper Officer a valid import licence covering the entire goods mentioned in the Schedule below, and(4)If the importer pays to the President any penalty and fine that may be adjudged in lieu of confiscation of the said goods for importation of the goods or part thereof without a valid import licence. Then the above written bond shall be void and of no effect otherwise the same shall remain in full force and virtue. AND IT IS HEREBY AGREED AND DECLARED by the importer as follows:-

- 1. This bond is given under the orders of the Central Government for the performance of an act in which the public are interested.
- 2. The President through the [Assistant Commissioner of Customs] [Substituted by the Finance Act, 1995 (22 of 1995), Section 50 for the words 'Assistant Collector of Customs'.].....or other officer may recover the said sum of Rs in the manner laid down in sub-Section (1) of Section 142 of the Customs Act, 1962 without prejudice to any other mode of recovery and may inter alia adjust the aforesaid security deposit securities in part or full towards payment of the said sum.

The Schedule of Imported goods.* * *The Schedule of Securities deposited.IN WITNESS whereof the importer has herein set and subscribed its hands and seals the day, month and year first above written.

SIGNED AND DELIVERED BYandon behalf of theimporteratin the presenceof12	AcceptedFor and on behalf of
	thePresidentof India
(Signature of the Authorisedofficer)In the	
presenceof:12	
Form No. II(See. Regn. No. 4)Individual Importation(To be executed by Gover	nment Department
or Public Undertakings without surety or security)Know all men by these prese	ents that
I/wehε	ereinafter called the
"Importer" (which expression shall include its successors/heirs. executors, adr	ninistrators and legal
representatives) am/are held and firmly bound unto the President of India her	einafter called the
"President" (which expression shall include his successors and assigns) in the s	sum of
Rs(Rupees) to be paid. to the President for which pa	ayment well and truly
to be made, I/we bind myself/ourselves, my/our successors, heirs, executors, a	administrators and
legal representatives firmly by these presents. Sealed with my/our seal(s) this	day

of.....19....WHEREASThe [Assistant Commissioner of Customs] [Substituted by the Finance Act, 1995 (22 of 105), Section 50, for the word Assistant Collector of Customs.]/Principal Appraiser at......(hereinafter called the "Proper Officer") has agreed to make provisional assessment of the goods described in the Schedule below imported by the importer pending submission of further documents and furnishing information and for completion of further enquiries and/or chemical or other test and the Proper Officer has agreed to allow clearance of the goods subject to the importer's [production within one month from the date hereof a valid licence to cover the import of the goods mentioned in the Schedule or [Should be deleted where a licence will be produced.] proving to the satisfaction of Proper Officer that the Import Trade Control Licence No...... produced by the importer is valid for and covers the entire goods mentioned in the Schedule below and upon the importer agreeing to furnish such bond as is herein contained. NOW THE CONDITION of the above written bond is such that -(1)If the importer shall within one month or within such extended period as the Proper Officer may allow produce such documents and furnish such information as may be called for by the Proper Officer, and(2) If the importer pays to the President the difference between the duty finally assessed and the duty provisionally assessed in respect of the goods mentioned in the Schedule below, and(3)[] [To be deleted if not applicable] if the importer delivers, or causes to be delivered to the Proper Officer within one month of a demand being made by the Proper Officer a valid import licence covering the entire goods mentioned in the Schedule below, and(4)If the importer pays to the President any penalty and fine that may be adjudged in lieu of confiscation of the said goods for importation of the goods or part thereof without a valid import licence. Then the above written bond shall be void and of no effect otherwise the same shall remain in full force and virtue.AND IT IS HEREBY AGREED AND DECLARED by the importer as follows:-

- 1. This bond is given under the orders of the Central Government for the performance of an act in which the public are interested.
- 2. The President through the [Assistant Commissioner of Customs] [Substituted by the Finance Act, 1995 (22 of 1995), Section 50 for the words 'Assistant Collector of Customs'.]......or other officer may recover the said sum of Rs......in the manner laid down in sub section (1) of Section 142 of the Customs Act, 1962 without prejudice to any other mode of recovery.

The Schedule above referred to (Particulars of the goods) IN WITNESS WHEREOF the importer has herein set and subscribed its hands and seals the day, month and year first above written.

SIGNED AND DELIVERED BY andon behalf of	AcceptedFor and on behalf
theimporteratin the presenceof12.	of thePresidentof India
(Designation of the Authorisedofficer)In the	
presenceof:12	
Form No. III(See. Regn. No. 4)Individual Importation(To be executed	by the importer and surety
Jointly)KNOW ALL MEN BY THESE PRESENTS THAT I/we	of

successors/heirs, executors, administrators and legal representatives) and I/we......of.........(hereinafter referred to as the "Surety" (which expression shall include our successor or successors) are held and family bound unto the President of India hereinafter called the "President" (which expression shall include his successors and assigns) in the sum of Rs...... (Rupees......) to be paid to the President for which payment well and truly to be made, we jointly and severally bind ourselves, our successors, heirs, executors, administrators and legal representatives firmly by these presents. Sealed with our seal(s) this......day of......19......WHEREASThe [Assistant Commissioner of Customs] [Substituted by the Finance Act 1995 (22 of 1995), Section 50, for the words 'Assistant Collector of Customs'.]/Principal Appraiser at (hereinafter called the "Proper Officer") has agreed to make provisional assessment of the goods described in the Schedule below imported by the importer pending submission of further documents and furnishing information and for completion of further enquiries and/or chemical or other test and the Proper Officer has agreed to allow clearance of the goods subject to the importer's [production within one month from the date hereof a valid licence to cover the import of the goods mentioned in the Schedule or] [To be deleted if not applicable] proving to the satisfaction of Proper Officer that the Import Trade Control Licence No.....produced by the importer is valid for and covers the entire goods mentioned in the Schedule below and upon the importer and the surety agreeing to furnish such bond as is herein contained. NOW THE CONDITION of the above written bond is such that -(1)If the importer shall within one month or within such extended period as the Proper Officer may allow produce such documents and furnish such information as may be called for by the Proper Officer, and(2) If the importer pays to the President the difference between the duty finally assessed and the duty provisionally assessed in respect of the goods mentioned in the Schedule below, and (3)[1] [To be deleted if not applicable] If the importer delivers, or causes to be delivered to the Proper Officer within one month of a demand being made by the Proper Officer a valid import licence covering the entire goods mentioned in the Schedule below, and(4) If the importer pays to the President any penalty and fine that may be adjudged in lieu of confiscation of the said goods for importation of the goods or part thereof without a valid import licence. Then the above written bond shall be void and of no effect otherwise the same shall remain in full force and virtue. AND IT IS HEREBY AGREED AND DECLARED by and between the parties as follows:-

1. This bond is given under the orders of the Central Government for the performance of an act in which the public are interested.

(2)This bond shall be enforceable against the surety notwithstanding that proceedings have not been taken against the importer.(3)The [Assistant Commissioner of Customs] [Substituted by the finance Act, 1995 (22 of 1995), Section, 50, for the words 'Assistant Collector of Customs'.] or other officer of the Government of India shall have full liberty without reference to the surety and without affecting the guarantee to postpone for any time or from time to time the exercise of any of the powers and rights conferred on them by law or this bond and either to enforce or forbear to enforce any such powers and rights or any remedy against the importer, and the surety shall not be released by any such exercise or non-exercise by the [Assistant Commissioner of Customs] [Substituted by the finance Act, 1995 (22 of 1995), Section, 50, for the words 'Assistant Collector of Customs'.] or other

officer of the Government of India without notice to or consent of the surety or by reason of time being given to the importer or by any variation or deviation in the terms between the President and the importer or for any other forbearance, act or omission on the part of the Government Officers to the importer which under the law relating to surety would but for this provision have effect of releasing the surety.(4)In order to give effect to this guarantee the President shall be entitled to act as if the surety was the principal debtor and the surety waive all rights as surety and other rights which may be inconsistent with the above provisions. (5) The right of the President to recover the said amount from the surety in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the importer with regard to the liability or that any proceedings are pending before any Officer, Tribunal or Court with regard thereto or in connection therewith.(6)[] [Applicable where the importer is a company.] The guarantee herein contained shall not be determined or affected by the liquidation or winding up of the importer.(7) The President through the Substituted by the finance Act, 1995 (22 of 1995), Section, 50, for the words Assistant Collector of Customs. [Assistant Commissioner of Customs] or other officer may recover the said sum of Rs in the manner laid down in sub-section (1) of Section 142 of the Customs Act, 1962 without prejudice to any other mode of recovery. (8) The surety has power to give this guarantee in favour of the President and the signatory of this bond on behalf of the surety has fully power to sign this bond. The Schedule above referred to (Particulars of the goods) IN WITNESS WHEREOF the importer and the surety have herein set and subscribed their respective hands and seals the day, month and year first above written.SIGNED AND DELIVERED by and on behalf of the importer at.....in the presence of:

1.
2.
SIGNED AND DELIVERED by and on behalf of the importer at in the presence of
AcceptedFor and on behalf of the President of India(Designation of authorised officer)In the presence of :
1.
••••••

2.

Form No. IV(See. Regn. No. 4)Continuity Bond(To be executed by importer with
provision for security deposit)KNOW ALL MEN BY THESE PRESENTS THAT
I/we hereinafter called the
"Importer" (which expression shall include its successors/heirs, executors, administrators and legal
representatives) am/are held and firmly bound unto the President of India hereinafter called the
"President" (which expression shall include his successors and assigns) in the sum of
Rs(Rupees) to be paid to the President for which payment well and truly
to be made, I/we bind myself/ourselves, my/our successors, heirs, executors, administrators and
legal representatives firmly by these presents. Sealed with my/our seal(s) thisday
of19
Finance Ace, 1995 (2 09f 1995), Section 50, for the words 'Assistant collector of customs'.]/Principal
Appraiser at (hereinafter called the "Proper Officer") has agreed to make provisional
assessment of the goods imported from time to time by the importer pending submission of further
documents and furnishing information and /or completion of further enquiries and/or chemical or
other test and the Proper Officer has agreed to allow clearance of the goods subject to the importers
proving to the satisfaction of Proper Officer that the Import Trade Control Licences produced by the
importer is valid for and covers the entire goods mentioned in the Schedule below and upon the
importer agreeing to furnish such bond as is herein contained; andWHEREAS the importer has
deposited with the [Commissioner of Customs] [Ibid for the words 'Collector of Customs'.]
ata sum of Rsin cash for being applied in part or full towards the indemnity
hereby given or otherwise according to law; or the importer has deposited with the [Commissioner
of Customs] [Ibid for the words 'Collector of Customs'.]the securities mentioned in the
Schedule be under written of the face value of Rs(Rupees) only endorsed in
favour of security for the due observance and performance of the terms and undertakings on the
part of the importer and for being applied in part or full towards the indemnity hereby given or
otherwise according to law.NOW THE CONDITION of the above written bond is such that -(1)If the
importer shall within one month or within such extended period as the Proper Officer may allow
produce such documents and furnish such information as may be called for by the Proper Officer,
and(2)If the importer pays to the President the difference between the duty finally assessed and the
duty provisionally assessed in respect of the goods mentioned from time to time, and(3)If the
importer pays to the President any penalty and fine that may be adjudged in lieu of confiscation of
the said goods for importation of the goods or part thereof without a valid import licence. Then the
above written bond shall be void and of no effect otherwise the same shall remain in full force and
virtue.AND IT IS HEREBY AGREED AND DECLARED by the importer as follows:-

1. This bond is given under the orders of the Central Government for the performance of an act in which the public are interested.

(2)This bond shall remain in force for a period of months/years from the date hereof and the obligation and liability of the importer shall be a continuing one in respect of all goods imported by the importer from time to time between the period.......and.....(3)The President through the [Assistant Commissioner of Customs] [Substituted by the Finance Act, 1995 (22 of 1995), for the

1.
2.
SIGNED AND DELIVERED by and on behalf of the Surety atin the presence of : -
1.
2.
AcceptedFor and on behalf of the President of India(Signature of the Authorised officer)In the presence of:
1.
······································
2.
Form No. V(See. Regn. No. 4)Continuity Bond(To be executed by the importer and surety jointly)KNOW ALL MEN BY THESE PRESENTS THAT I/we
the President for which payment well and truly to be made, we jointly and severally bind ourselves, our successors/heirs, executors, administrators and legal representatives firmly by these presents. Sealed with our seal(s) this

Commissioner of Customs] [Substituted by the Finance Act, 1995 (22 of 1995), Section 50 for the word 'Assistant Collector of Customs'.]/Principal Appraiser at (hereinafter called the "Proper Officer") has agreed to make provisional assessment of the goods imported from time to time by the importer pending submission of further documents and furnishing information and /or completion of further enquiries and/or chemical or other test and the Proper Officer has agreed to allow clearance of the goods subject to the importer's proving to the satisfaction of Proper Officer that the Import Trade Control Licences produced by the importer from time to time for the respective consignments are valid for and cover the imported goods and upon the importer and the surety agreeing to furnish such bond as is herein contained. NOW THE CONDITION of the above written bond is such that -(1)If the importer shall within one month or within such extended period as the Proper Officer may allow produce such documents and furnish such information as may be called for by the Proper Officer, and(2) If the importer pays to the President the difference between the duty finally assessed and the duty provisionally assessed in respect of the goods imported from time to time, and (3) If the importer pays to the President any penalty and fine that may be adjudged in lieu of confiscation of the said goods for importation of the goods or part thereof without a valid import licence. Then the above written bond shall be void and of no effect otherwise the same shall remain in full force and virtue. AND IT IS HEREBY AGREED AND DECLARED by the importer as follows:-

1. This bond is given under the orders of the Central Government for the performance of an act in which the public are interested.

(2) This bond shall remain in force for a period of months/years from the date hereof and the obligation and liability of the importer shall be a continuing one in respect of all goods imported from time to time by the importer between the period.......and.....(3)This bond shall be enforceable against the surety notwithstanding that proceedings have not been taken against the importer.(4)The [Assistant Commissioner of Customs] [Substituted by the Finance Act, 1995 (22 of 1995), Section 50 for the word 'Assistant Collector of Customs'.] or other officer of the Government of India shall have full liberty without reference to the surety and without affecting the guarantee to postpone for any time or from time to time the exercise of any affecting the guarantee to postpone for any time or from time to time the exercise of any of the powers and rights conferred on them by law or this bond and either to enforce or forbear to enforce any such powers and rights or any remedy against the importer, and the surety shall not be released by any such exercise or non-exercise by the [Assistant Commissioner of Customs] [Substituted by the Finance Act, 1995 (22 of 1995), Section 50 for the word 'Assistant Collector of Customs'.]or other officer of the Government of India without notice to or consent of the surety or by reason of time being given to the importer or by any variation or deviation in the terms between the President and the importer or for any other forbearance, act or omission on the part of the Government Officers to the importer which under the law relating to surety would but for this provision have effect of releasing the surety.(5)In order to give effect to this guarantee the President shall be entitled to act as if the surety was the principal debtor and the surety waive all rights as surety and other rights which may be inconsistent with the above provisions. (6) The rights of the President to recover the said amount from the surety in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the importer with regard to the liability or that any

proceedings are pending before any Officer. Tribunal or Court with regard thereto or in connection therewith.(7)The guarantee herein contained shall not be determined or affected by the liquidation
or winding up of the importer.(8)The President through the [Assistant Commissioner of Customs]
[Substituted by the Finance Act, 1995 (22 of 1995), Section 50 for the word 'Assistant Collector of
Customs'.]or other officer may recover the said sum of Rs or a portion
thereof in the manner laid down in sub-section (1) of Section 142 of the Customs Act, 1962 without
prejudice to any other mode of recovery. (9) The surety has power to give this guarantee in favour of
the President and the signatory of this bond on behalf of the surety has full power to sign this
bond.(10)The guarantee hereby given shall be a continuing one and shall not be revoked by the
surety without the consent of the President or the [Commissioner of Customs] [Ibid for the Words
'Collector of Customs'.]IN WITNESS WHEREOF the importer and the surety have
herein set and subscribed their respective hands and seals the day, month and year first above
written.SIGNED AND DELIVERED by and on behalf of the importer atin the presence of
1.
2.

SIGNED AND DELIVERED by and on behalf of the surety atin the presence of : -
1.
2.
AcceptedFor and on behalf of the President of India(Signature of the Authorised officer)In the presence of:
1.
••
2.
- -
Form No. VI(See. Regn. No. 4)Continuity Bond(To be executed by Government
Department of Public Undertaking without surety or security) KNOW ALL MEN BY THESE
PRESENTS THAT I/we
hereinafter called the "Importer" (which expression shall include its successors/heirs, executors,

administrators and legal representatives) am/are held and firmly bound unto the President of India
hereinafter called the "President" (which expression shall include his successors and assigns) in the
sum of Rs(Rupees) to be paid to the President for which payment well and
truly to be made, I/we bind myself/ourselves, my/our successors, heirs, executors, administrators
and legal representatives firmly by these presents. Sealed with my/our seal(s) thisday
ofWHEREASThe [Assistant Commissioner of Customs]
[Substituted by the finance Act, 1995 (22 of 1995), Section 50 , for the words 'Assistant Collector of
Customs'.]/Principal Appraiser at (hereinafter called the "Proper Officer") has agreed to make
provisional assessment of the goods imported from time to time by the importer pending
submission of further documents and furnishing information and /or completion of further
enquiries and/or chemical or other test and the Proper Officer has agreed to allow clearance of the
goods subject to the importer's proving to the satisfaction of Proper Officer that the Import Trade
Control Licences produced by the importer from time to time for the respective consignments are
valid for and cover the imported goods and upon the importer and the surety agreeing to furnish
such bond as is herein contained.NOW THE CONDITION of the above written bond is such that
-(1)If the importer shall within one month from the date of importation of the respective
consignment or within such extended period as the Proper Officer may allow produce such
documents and furnish such information as may be called for by the Proper Officer, and(2)If the
importer pays to the President the difference between the duty finally assessed and the duty
provisionally assessed in respect of the goods mentioned from time to time, and(3)If the importer
pays to the President any penalty and fine that may be adjudged in lieu of confiscation of the said
goods for importation of the goods or part thereof without a valid import licence. Then the above
written bond shall be void and of no effect otherwise the same shall remain in full force and
virtue.AND IT IS HEREBY AGREED AND DECLARED by the importer as follows:-

- 1. This bond is given under the orders of the Central Government for the performance of an act in which the public are interested.
- 3. This bond shall remain in force for a period of...... months/years from the date hereof and the obligation and liability of the importer shall be a continuing one in respect of all goods imported from time to time by the importer between the period of......and......

IN WITNESS WHEREOF the importer has herein set and subscribed its hands and seals the day, month and year first above written.SIGNED AND DELIVERED by and on behalf of the importer at

Customs (Provisional Duty Assessment) Regulations, 1963.

in the presence of : -
1.
2.
AcceptedFor and on behalf of the President of India(Signature of the Authorised officer)In the presence of:
1.
2.

.....