

The Northern India Ferries (M.P.) Rules, 1962

MADHYA PRADESH

India

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Rule THE-NORTHERN-INDIA-FERRIES-M-P-RULES-1962 of 1962

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The Northern India Ferries (M.P.) Rules, 1962 Published vide Notification No. 5044-G-19-62, dated 16-10-1962, M.P. Rajpatra Part 4 (Ga) dated 14-12-1962, pages 815-823 In exercise of the powers conferred by Section 12 of the Northern India Ferries Act, 1878 (XVII of 1878) and in supersession of all rules previously made on the subject the State Government hereby makes the following rules :-

1.

(i) These rules may be called the Northern India Ferries (Madhya Pradesh) Rules, 1962. (ii) They extend to the whole of the Madhya Pradesh.

2.

In these rules, "the Act" means the Northern India Ferries Act, 1878 (No. 17 of 1878).

3.

The right to collect tolls at each public ferry shall be put to auction in good time before the termination of the current lease, so that the new lease may be sanctioned by the competent authority before the expiry of the current lease.

4.

Ferries ordinarily required for use throughout the year shall be called "A" class ferries. Ferries used only during rains or for part of a year shall be called "B" class ferries.

5.

The period for which the right to collect tolls at a ferry is auctioned, shall ordinarily be from the 1st of June to the 15th October, except in the case of river or stream on which there is need of a ferry boat or a temporary bridge or of a specially constructed temporary roadways in the bed of the river during other months of the year, in which case the right to collect tolls may be leased for the whole year or for such portion of it as may be seem to be desirable. Leases may be drawn up at a time for not more than three successive years or seasons as may be decided in each case by the authority granting the lease.

6.

A notice, specifying the time, place and conditions of auction, shall be distributed widely in the district in which the ferry is situated and if necessary, in the neighboring districts. The Executive Engineer may, in the case of ferries which he considers to be important, publish such notice in the "Madhya Pradesh Gazette" and the local newspapers approved by Government for the purpose.

7.

A copy in English and in Hindi of the form of bid-sheet which shall be in Form "A", the form of lease which shall be in Form "B", Schedule of tolls fixed by the State Government and a list of exemptions from payment of tolls allowed under Section 15 of the Act and under the Indian Tolls (Army) Act, shall be made available for inspection at the place and before the commencement of auction. If "B" class ferries are permitted to be used after the 15th October, the Executive Engineer may extend the period during which tolls may be collected, and in such a case the amount payable by the lessee shall be enhanced in such proportion as the period of extension bears to the terms of the lease.

8.

(a) When an "A" class ferry is leased for one year only, the rent shall be payable in six instalments. The first instalment shall be 25 per cent of the total bid, payable within fourteen days of the date of acceptance of the bid by competent authority and the remaining five instalments shall be 15 per cent each of the bid, payable on 1st August, 1st October, 1st December, 1st February and 1st of April. (b) When an "A" class ferry is leased for two years, the total rent shall be payable in twelve instalments. The first instalment shall be 17.5 percent of the total bid, payable within fourteen days of the date of acceptance of the bid by competent authority. The remaining eleven instalments shall be 7.5 per cent each of the bid, payable on the 1st August and thereafter on the 1st of each alternative months until the instalments are completed. (c) The instalments of the rents payable on ferries leased for periods longer than two years shall be calculated in a manner similar to the above. (d) When a "B" class ferry is leased for one year, the total rent shall be payable in four instalments. The first instalment shall be 40 per cent of the bid, payable within fourteen days of the date of acceptance of the bid by competent authority, and the remaining three instalments shall be 20 per cent each of the bid payable on 1st July, 1st August and 1st September. (e) When a "B" class ferry is leased for more

than one year, the total bid shall be divided by the number of years of the period of the lease. The rent thus determined for each year shall be payable in instalments calculated as above and the first instalment for the first year shall be payable within fourteen days of the date of acceptance of the bid by competent authority, and the first instalment for the succeeding year shall be payable on the 1st May.

9.

The lessee shall ordinarily have the right to demand payment only for the use of the ferry, boat or temporary bridge. No charge shall, in any case, be made for the use of an ordinary road leading in the direction of the river. It is only where a special road has been made or is maintained by a lessee for descent into, or ascent from, the river bed or within the bed of the river, that the roadway is to be deemed part of the ferry, and charges may be made for the use of it as such. The Executive Engineer shall decide at which ferries, if any, such special roads have been made or are maintained by the lessee.

10.

(a) The Executive Engineer shall, at least one week prior to the commencement of the period for which the right to collect tolls has been auctioned, or in the case of ferries on which tolls are collected throughout the year, on the date on which the right accrues, make over to the lessee, in a safe and trustworthy condition, the boat or boats and where there is a temporary bridge all materials other than earth, morrum, sand and brush wood normally required for the construction of the temporary bridge and temporary road up to the bridge, for the working of the ferry. If the lessee desires to use, in addition to the boat or boats made over to him, a boat or boats belonging to him he shall obtain previous permission of the Executive Engineer, before bringing his boat or boats into use. Note. - A receipt shall be obtained from the lessee, showing the description and quantity of the materials supplied to him which he shall be required to return on the expiry of his lease. This receipt shall be recorded carefully in the sub-divisional office and may be returned to the lessee after he has returned the materials. (b) The lessee shall, at his own cost, - (i) construct the temporary bridge and such temporary roadway upto the bridge as may be necessary before such date as may be fixed by the Executive Engineer; (ii) maintain, in good condition, the bridge, the roadway and the boats made over to him; (iii) remove all silt which is deposited in the approaches; and (iv) dismantle the temporary bridge and store the Government materials thereof at a safe place above high flood level in good time before the commencement of the monsoon. (c) The opinion of the Executive Engineer, regarding the satisfactory nature or otherwise of such construction or maintenance shall be final. Should the lessee fail to construct or maintain such works or at any time fail to remedy within a reasonable period any defect brought to his notice in writing by the Executive Engineer, the latter shall be entitled to construct or maintain such works or to remedy any defects in them, as the case may be, and the cost incurred in so doing shall be recovered from the lessee. (d) In the event of any damage to a boat or bridge or of the loss of a part or the whole of either, the lessee shall report the fact to the authority from whom he holds the lease and to the officer-in-charge of the nearest police station. He shall make good such loss or damage for which he is responsible, but not loss or damage as is caused by unusual or abnormal floods, provided that he has taken all reasonable precautions to

prevent such loss or damage and to save and salvage damaged materials, during and after the floods within such period as may be decided by the Executive Engineer. In the event of there being a difference of opinion as to the fact or extent of liability of the lessee to make good the loss or damage the decision of the Commissioner of the Division shall be final.(e) On the expiry of the lease, the lessee shall return in good condition the boat or boats, the materials issued to him for the construction of the bridge, and the metal plate or plates referred to in Rule 20.

11.

The Executive Engineer shall, before the date on which the right to collect tolls accrues select and demarcate a suitable plot of land, ordinarily not more than one hundred yards away from the ferry, and permit the lessee to use it free of rent for the construction at his own cost the temporary structures for the management of the ferry and to shelter the ferrymen employed by him. On the termination of the lease the lessee shall dismantle the structures and remove the materials.

12.

The Executive Engineer may permit the lessee to provide on his own account a boat or boats. If this is allowed, the lessee shall, throughout the term of the lease, maintain the boat or boats in a safe and trustworthy condition, and shall immediately, on receipt of notice to that effect from the Executive Engineer, discontinue the use of any boat pronounced unfit for use, and shall substitute for it a boat which is fit for use.

13.

On the broadside of every ferry boat there shall be marked by the authority in direct control of the ferry a thick line of red paint, the top of which shall represent the line of safe immersion. The position of the line shall be determined after trial and before the boat is used for ferry purposes. The lessee shall not allow any boat when plying to be immersed beyond the limit so marked as safe.

14.

As long as the stream, over which the ferry plies, is more than 0.91 meter deep at any point the lessee shall keep present, with 914 metres of the ferry and at all hours of the day, such number of ferrymen as may be required to work one ferry boat, but the ferry shall not be worked when the crossing is dangerous owing to floods or between sunset and sunrise.

15.

The lessee shall report at once to the officer-in-charge of the nearest police station any accident, occurring within the limits of the ferry, by which death or injury amounting to grievous hurt is caused.

16.

The lessee shall not permit persons, who is known or reasonably suspected to be an escaped convict or proclaimed offender to cross the ferry and he shall report at once to the officer-in-charge of the nearest police station the arrival at the ferry of any such person.

17.

The lessee shall, for effecting each crossing, employ such minimum number of ferrymen for the safe and proper working of the ferry as may be fixed by the Executive Engineer.

18.

The lessee shall not permit any person of less than 18 years of age or any person who is not a competent ferrymen to take any part in the management of a ferry and shall on receipt of an intimation from the Executive Engineer at once remove any boatman or servant employed in working the ferry whom the Executive Engineer declare to be unfit to act as such.

19.

The lessee shall cause carts carrying the mails and the drivers of such carts and dak-runners to be conveyed across, the ferry with least possible.

20.

The table of tolls written or printed in Hindi shall be on metal plate which shall be supplied by Executive Engineer at the cost of the Government, and shall be kept in some conspicuous place near the ferry. Where the ferry is sufficiently important to carry vehicles, one such table shall be affixed at each end of the ferry.

21.

Printed receipt books shall be supplied by the Executive Engineer on payment, to the lessees whose leases exceed Rs. 500/- in value. Such lessees shall give, or cause to be given, receipt from the printed receipt book, on demand, to persons using the ferry, for all sums received from them in payment of tolls.

22.

No ferryman or a servant of the lessee, rendering assistance in conveying goods or vehicles on to or off, a ferry boat or in loading or unloading goods shall demand any fee for such services. Any persons, contravening this rule, shall be liable to be declared unfit for employment, without prejudice to any punishment to which he may be liable under Section 23 of the Act. If however,

owing to shallow water the ferry boat lies at a distance from the bank and carts have to be assisted on to, or from the boat for want of a suitable platform the ferryman or the servant of the lessee may charge for the assistance so rendered a rate not exceeding twelve paise for each unloaded cart, twenty-five paise for each loaded cart and thirty-seven paise for each bus.

23.

Except as otherwise provided in the Act, no remission of the contract price of the ferry rights shall be claimable under any circumstances whatsoever. It shall be the duty of the lessee to keep the ferry open for traffic under all reasonable conditions, except as provided in Rule 14.

24.

An agreement, purporting to transfer or sub-lease the right conferred by a ferry lease, shall not be valid, unless made with the previous approval of the Superintending Engineer. Form A [See Rule 7]

XVII-A-350-PWD Public Works Department

Bid-sheet for the auction of the right to collect tolls at ferries and toll bridges A copy in English and in Hindi of this sheet and of the prescribed form of agreement applicable to the contract shall be available for inspection at the place of auction and their contents shall be fully explained to the bidders. Particulars of the property to be sold by auction Designation of the officer holding the auction Conditions of Sale

1. No person shall be allowed to bid unless he has deposited with the Sub-Divisional Officer/ Executive Engineer

Division a sum of Rs. (in words) in cash.

2. No person shall be allowed to bid unless he produces a solvency certificate from a Tahsildar or from a Revenue Sub- Divisional Officer, as the case may be, for not less than Rs..... (.....in words).

3. No contractor from whom dues on account of any PWD lease are in arrears shall be permitted to bid.

4. The officer holding the auction will fix the amount at which the auction will start and the minimum amount by which each successive bid will advance.

5. The officer holding the auction may close the auction at any bid.

6. After the bid is closed all bidders who have taken part in the auction or such of them as may be required by the officer holding the auction shall sign, or make their thumb marks on the memorandum at the foot of the list of bidders hereafter given.

7. The competent authority shall not be bound to accept the highest or any bid and may refuse any bid without assigning any reason therefor. Any bid accepted by the competent authority shall be binding on the bidder.

8. The person whose bid is accepted shall execute a deed of lease in the prescribed form within the time fixed by the competent authority. He shall also within seven days of the intimation to him of the acceptance of his bid, deposit in cash with the a sum of which, inclusive of the sum of Rs deposited by him will amount to ten per cent of his bid as security for the due performance of the covenants in the deed of lease to be executed by him. If the person fails to make the deposit or fails to execute the deed of lease as aforesaid within the time specified or fixed, as the case may be, the competent authority may forfeit his right to obtain the lease and thereupon the tolls, may, in the discretion of the Superintending Engineer, be collected departmentally or the right to collect the tolls resold by auction and the defaulter shall be liable to pay any loss which may be sustained by the State Government by reason of such departmental collection or resale. The amount of the loss shall be recoverable as arrear of land revenue.

9. No auction shall be completed until the competent authority has passed an order accepting the bid and no person shall be entitled to collect tolls until the deed of lease in the prescribed form as mentioned in condition 8 has been executed.

10. The lease shall be governed by the rules in force regarding the levy of tolls, maintenance of the toll-house, etc., made by the State Government from time to time.

11. The lease shall be subject to the condition that no toll shall be demanded from the persons who are or may be exempted from the payment of the toll by the State Government.

12. The amount of security shall be returned on the termination of the lease and after all claims of Government in respect of the lease have been fully settled. The sum deposited under condition 1 by a bidder whose bid is not accepted shall be returned to him after the acceptance of the bid under condition 9.

13. The competent authority under these conditions is :-

List of Bidders

S.No.	Name of the bidder	Amount of the bid
-------	--------------------	-------------------

- | | | |
|----|--|--|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |
| 9. | | |

Memorandum We being the persons who have made the bids as shown against our names in the aforesaid list, have understood the conditions of this bid-sheet and the agreement applicable to the contract which have been explained to us and we agree that each of us is liable to be held to his respective bid if it is accepted by the competent authority.....Signature or thumb marks.

Name in full and address	Signature or thumb mark of bidders
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Date
------------	-------

Signature of Officer holding the auction.

I accept the bid of Rs. (in words) made by

Date
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Signature of Competent
Authority.

Form B[See Rule 7]Form of Lease for a Public Ferry"A Class Ferry" means a ferry for use throughout the year."B Class Ferry" means a ferry used during rains or for part of a year.DistrictSituation of ferry RiverWhereas in accordance with the provisions of the Northern India Ferries Act, 1878 (XVII of 1878), and the rules made under Section 12 thereof, which shall be deemed, so far as applicable, to be a part of this lease, a lease of tolls of the aforesaid ferry has been granted to me by name son of resident of for the term of year(s) commencing from the to the..... in consideration of the rent

hereinafter reserved and subject to the conditions hereinafter mentioned, I hereby agree with the State Government, as represented by the Executive Engineer..... Division, as follows :-(1)I have deposited the sum of..... being 10 percent of the total amount of rent payable by me for this lease to be held in deposit by way of security for the due performance of the contract to be repaid to me at the termination of the lease and after all claims of the State Government in thereof shall have been finally settled. Any instalment of rent falling due or any sum of money for the payment of which I may become liable under the said Act or rules or under this lease may be deducted from the said deposit, and when any such deduction is made, I shall, within ten days of receipt of notice thereof, make good the deficiency so that the amount deposited with the State Government as security shall continue to be Rs.(2)The total amount of rent payable by me shall be Rs.....and shall be payable in instalments and on dates as given below, namely :

No. of instalment	Amount of each instalment	Date on which payable
(1)	(2)	(3)
	Rs.	

(3)Tolls shall be leviable by me according to the rates for the time being fixed by the State Government on all persons, animals, vehicles and other things crossing the river by the said ferry other than those exempted by or under Section 15 of the said Act.(4)The lease shall be subject to the condition that failure to pay any instalment on the date of breach or non-observance of the provisions of the said Act or the rules made under Section 12 thereof or of the conditions of this lease shall render the lease liable in the discretion of the Executive Engineer, to be resumed and worked departmentally, or resold for the unexpired portion of this lease, and I shall be liable to pay any loss that may be sustained by the State Government by reason of such resumption and departmental working or resale.(5)If any instalment of rent is not paid on the due date, whether the same be demanded or not, I shall be liable to pay interest at the rate of 10 per cent per annum at the discretion of Executive Engineer, on such instalment from the date of default provided that three days of grace for the payment of the instalment shall be allowed.[Should an extension of the period beyond the 30th September be sanctioned I shall be liable to pay in enhanced rent in such proportion as the period of extension is to the term of the lease.] [This sentence will be scored out when the case is of an 'A' class ferry.](6)As security for the aforesaid rent together with interest accruing thereon and other sums of money for the payment of which may become liable under the said Act or the rules made under Section 12 thereof or under the conditions of this lease, I hereby mortgage to the lessor without possession my landed property particularly described below. I declare that the aforesaid mortgaged landed property is free from encumbrance of any kind. However, if for any reason, litigation ensues concerning the property or any part thereof and the lessor suffers any loss thereby, I convenient with the lessor that I shall not only be liable and make good the loss, but shall also render all help necessary in regard to the safeguarding of the landed property mortgaged. If my declaration that the property is free from encumbrance is found to be untrue or wrong I may be held guilty under the law. I further convenient that I shall not alienate the aforesaid mortgaged property or any part thereof either by way of sale, gift, subsequent mortgage or otherwise till the payment of the aforesaid rent and sums of money. If the mortgaged property or any part thereof becomes subject to attachment or forced sale or if the rent or revenue thereon or any part thereof remains in arrears or if the property or any part thereof is declared by the lessor to be in danger of serious deterioration in value or passes away out of my possession through death, alienation or otherwise the lessor shall have the right to recover all amounts due by me by bringing

to sale according to law the aforesaid mortgaged properly and should there be a deficit, I hereby agree to make good such deficit with interest thereon personally or from my other property

:-Description of the landed property mortgaged(i)Bhumiswami land

.....(a)Name of the village with Settlement No.

.....(b)Tahsil(c)District

.....(d)Survey No./Plot.....(e)Area

.....(f)Area under cultivation

.....(g)Land revenue payable to Government

..... .Notes. - (I) When mortgage of land is taken as security under this clause, the lease must compulsorily be stamped and registered under Section 17 (3) of the Indian Registration Act, 1908.(II)This clause should be scored out when the lessee 'furnishes personal

security under clause (7) below(7)I.....(surety) son of resident of do hereby guarantee the punctual payment of the installments of rent for (his lease and of any sums of money for the payment of which the aforesaid lessee may become liable under the said Act or the rules made under Section-12 thereof or under the conditions of this lease and I also hereby undertake to be responsible to the said State Government as surety for the said lessee for the payment by him of the said rent and sums of money.(8)It is agreed that any money payable under the said Act or rules or under this lease may be recovered from the lessee or the surety as if. it were an arrear of land revenue. .(9)It is further agreed that any dispute arising as regard, as the interpretation of this lease or the extent of the liability of the lessee or the surety hereunder shall be decided by the Engineer whose decision shall be final.Witness -

(1)

(2) Signature of the Lessee

Date

.....

Signature, of Surety

Date

.....

Signature of the Executive Engineer

..... Division

Date