

# The Rajasthan Warehouses Rules, 1960

RAJASTHAN

India

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### Rule THE-RAJASTHAN-WAREHOUSES-RULES-1960 of 1960

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The Rajasthan Warehouses Rules, 1960Published vide Notification No. F. 17(164) Coop/58, dated 30-11-1960, Published in Rajasthan Gazette, Part 4-C, dated 2-2-1961In exercise of the powers conferred by section 34 of the Rajasthan Warehouses Act, 1958 (48 of 1958) the State Government hereby makes the following rules, the same having been previously published as required by sub-section (3) of the said section of the said Act.I. Preliminary

#### 1. Short title.

- These rules may be called the Rajasthan Warehouses Rules, 1960.

#### 2. Definitions.

- In these rules, unless there is anything repugnant in the subject or context:-(1)"Act" means the Rajasthan Warehouses Act, 1958;(2)"Form" means a form appended to these rules;(3)"Non-negotiable receipt" means a receipt in which it is stated that the goods therein specified will be delivered to the person who tendered the goods to the warehouseman for storing in the warehouse;(4)"Prescribed Authority" means the Registrar, Co-operative Societies, appointed under the Rajasthan Co-operative Societies Act, 1953 within the limits of his jurisdiction;(5)"Section" means a section of the Act;(6)"Year" means the calendar year commencing from the first day of January;(7)"Weigher" means a person licensed under the Act to weigh goods and issue a certificate of the weight;(8)"Classified" means a person licensed under the Act to classify the goods according to grade or otherwise and issue a certificate thereof;(9)"Sampler" means a person licensed under the Act to sample the goods and issue a certificate thereof;(10)"Standard Weight" means weight according to the standard prevalent in the State.II. Licences

### **3. Application for licence.**

(1) Applications for obtaining a licence under section 4 and for its renewal under section 6 shall be made to the prescribed authority in Form No. 1 and applications for issue a duplicate licence in Form No. 2. The application shall be signed by the applicant and he shall be bound to supply such additional information as may be required by the prescribed authority for the purpose of section 5.

**2. The application for licence for the first time shall be made at any time but that for renewal thereof shall be made every year atleast one month prior to the commencement of the year for which it is required and shall be accompanied by the fee laid down in rule 4 or 8 as the case may be.**

**3. A person desiring to conduct the business of a warehouseman in more than one village or town shall submit separate applications for licences in respect of his business in each such village or town. In case he has more than one place of business in the same village or town, he may apply for only licence in respect of all such places of business provided he specifies which of them will be his principal place of business.**

### **4. Scale of fee for grant of licence.**

- The scale of annual fees prescribed for grant of a licence under sub-section (2) of section 4 to a warehouseman for the conduct of his business shall be as under:-(a) Warehouse having a storage capacity up to 25,000 cubic feet Rs. 50/-.(b) For every additional 25,000 cubic feet storage capacity or fraction thereof Rs. 50/-.

### **5. Terms of licence.**

- A licence under sub-section (2) of section 4 shall be granted in Form No. 3 subject to the following conditions:-(1) Every warehouseman shall have and maintain in respect of each warehouse for which the application for a licence has been made, net assets liable for the payment of any indebtedness arising from the conduct of the warehouse to the extent of atleast Rs. 50 per 100 cubic feet storage capacity of the licenced warehouse. The said limit may be reduced by the prescribed authority in the case of the Central Warehousing Corporation, Rajasthan State Warehousing Corporation or any other Marketing Co-operative Society registered under the Rajasthan Co-operative Societies Act. Such assets may also consist of movable or immovable property of the required valuation. In case buildings, machinery or merchandise are included among such assets, the warehouseman shall keep them insured against loss or damage by fire with a company or companies approved by the prescribed authority.(2) Immediately upon receipt of his licence the Warehouseman shall post the same and keep it posted until suspended or revoked, in a conspicuous place in the principal office where receipts issued of such warehouseman are delivered to depositors.(3) Whenever any of the conditions mentioned in clauses (c) and (e) of section 8 shall come into existence, it shall be the duty

of the warehouseman to notify immediately to the authority granting the licence.(4)Every warehouseman shall permit the prescribed authority or any officer deputed by him to inspect or examine a warehouse licensed under the Act, to enter and inspect or examine on any business day, during the usual hours of business, any warehouse for the conduct of which such warehouseman holds a licence, the office thereof, the books, records papers and accounts relating thereto and the contents thereof and such warehouseman shall furnish such officer the assistance necessary to enable him to make the inspection or examination.

## **6. Period of licence.**

- A licence shall be valid with effect from the date on which it is granted for the period ending 31st December following.

## **7. Security.**

- Every warehouseman shall at the time of the application for licence either:-(a)furnish to the prescribed authority security deposit in cash or public securities assessed at the rate of Rs. 25/- per 100 cubic feet of the storage capacity subject to a minimum of Rs. 3000/- and execute a bond in Form No. 4 for the observance of the conditions and obligations arising out of his business as warehouseman, or(b)execute a bond with two sureties to the satisfaction of the prescribed authority for a like amount in case where the surety is a company and the prescribed authority is satisfied, there may be only one surety,(c)the prescribed authority may waive the condition of sub- sections (a) and (b) or reduce the security amount in case of the Central Warehousing Corporation, the Rajasthan State Warehousing Corporation or any Marketing Society registered under the Rajasthan Cooperative Societies Act.

## **8. Fee for renewal and issue of duplicate licence.**

- The fee for renewal of a licence under section 6 shall be the same as that laid down in rule 4 and the fee for issue of a duplicate licence under section 11 shall be Rs. 5/-.

## **9. Renewal and issue of duplicate licence.**

- The conditions for renewal of a licence and issue of a duplicate licence shall be the same as those prescribed for grant of a licence.

## **10. Publication of the grant, suspension and revocation of licence and list of warehouseman and their warehouses.**

- The names and location of warehouses and the names and addresses of warehouseman licensed under the Act as on the 1st day of January every year shall be published in the Rajasthan Rajpatra before the 15th of February of the same year. Subsequent suspension or revocation of the licence shall also be published in the Rajasthan Rajpatra.III. Deposit and Maintenance of Goods etc.

## **11. Application for deposit and delivery of goods to warehouseman.**

- The application for deposit of goods shall be made to a warehouseman in Form No. 5 and the application for delivery of goods shall be made in Form No. 6.

## **12. Receipts.**

- Receipts shall be in Form No. 7 and shall specify the following particulars:- (i) The period for which the goods are accepted for storage; (ii) Particulars showing the ownership of, and liens mortgages or other encumbrances on, the goods covered by the receipt; (iii) The grade, class or quality of goods.

## **13. Condition for storage.**

(1) Tender for storage - (a) All goods for storage shall be delivered at the warehouse property marked and packed for handling. The depositor shall furnish at or prior to such delivery a manifest showing marks, brands or sizes to be kept and accounted for separately and the class of storage desired; otherwise the goods may be stored in bulk or assorted lots at the discretion of the warehouseman and will be charged for accordingly. (b) The word "lot" as used herein means the unit or units of goods for which a separate account is to be kept by the warehouseman. Delivery of all or any units of a lot shall be made without subsequent sorting except by special arrangement and subject to a charge. (c) The warehouseman undertakes to store and deliver goods only in the packages in which they are originally received, unless otherwise provided by arrangement in writing between the depositor and the warehouseman. (2) Storage Charge. - (a) Unless otherwise provided all goods will be stored and all charges including storage and insurance charges shall be made on a month to month basis. (b) (i) If the warehouseman after a reasonable effort is unable to sell the goods, he may dispose them of in any manner he may think fit, and shall incur no liability by reason thereof. (ii) The warehouseman shall from the proceeds of any sale made pursuant to this Rule satisfy his lien and shall hold the balance in trust for the holder of the receipts. (3) Delivery requirements. - (a) Instructions for delivery or transfer of goods shall always be in writing and signed by the depositor or his authorised agent. (b) When a negotiable receipt has been issued on goods covered by that receipt shall be delivered unless the receipt properly endorsed is surrendered for cancellation or for endorsement of partial delivery therein. (c) Should a negotiable receipt be lost or destroyed, goods covered by it shall not be delivered until the person lawfully entitled to possession of goods obtains and surrenders a duplicate receipt. The duplicate will be issued on such terms and conditions and on furnishing a bond to indemnify a warehouseman against any liability as provided under the Act and the Rules. (4) Liability. - (a) The Warehouseman undertakes to exercise reasonable care and diligence required by the law for keeping the goods. (b) The warehouseman's liability is limited to the value of goods on the date of deposit. (c) Perishable goods or goods which are susceptible to damage through temperature changes shall be accepted only at owners risks for such damage as might result from general storage conditions. (d) The depositor of goods shall examine the contents of goods at the time of taking delivery and shall give notice in writing with full particulars of the loss or damage if any caused to the goods to the warehouseman forthwith, or give notice within 24 hours of his examining and defer taking delivery of the goods, till then. A copy of the notice shall also be sent to the prescribed authority. No claim against the warehouseman shall be valid if such notice of loss or

damage has not been given by the depositors as aforesaid. Notice for claim of damages shall be given to the warehouseman by the depositor in case he (depositor) comes to know of the damage while the goods are in the warehouse within 24 hours of such knowledge or at the time of delivery whichever is earlier. (e) The warehouseman shall not be responsible for the usual and customary shrinkage in weight. (f) The quality, condition, value and contents of goods are known to the warehouseman except when specifically mentioned in the warehouse receipt. (5) Schedule of Charges. - Whenever provision is made in these contract terms and conditions for a charge or charges by the warehouseman such charge or charges will conform to the warehouseman's tariff in effect at the time the charge accrues or the service is performed. The schedule or tariff to be charged shall be that approved by the prescribed authority. All goods stored shall be insured in the prescribed manner. When goods are transferred from one room to another or from one warehouse to another at the request of the depositor a charge for handling will be made. The warehouseman may also transfer at his own expenses without notice, any goods in storage from one room to another in the warehouse provided transfer involves no change in the class of storage. Charges for handling, loading, unloading, and extra service rendered in the interest of the depositor are to be paid for by the depositor of goods in addition to the usual warehouse tariff.

#### **14. Information regarding persons authorised to sign receipts.**

- Every warehouseman shall file in the office of the prescribed authority information regarding the names and addresses of persons with their signatures authorised to sign receipts on behalf of the warehouseman and shall as soon as possible inform the prescribed authority in case such persons are changed. If new persons are authorised information in respect of them shall also be supplied.

#### **15. Non negotiable receipts.**

- Every warehouseman, who issues a non-negotiable receipt shall cause to be marked upon it the words "non-negotiable".

#### **16. Issue of duplicate receipt.**

(1) An application for grant of a duplicate receipt if the original is lost or destroyed, shall be made by the depositor to the warehouseman and shall be accompanied by (a) an affidavit showing that the applicant is lawfully entitled to the possession of the original receipt that he has not negotiated or assigned it, the circumstances in which the original receipt was lost, or, destroyed and if lost, that diligent efforts had been made to find the receipt without success, (b) a bond for an amount double the value of the goods represented by the original receipt, and (c) a sum of rupees five in cash or in the form of a postal certificate. (2) On receipt of the application, the fact that the receipt is lost or destroyed shall be notified by the, warehouseman once at least in local news paper (s) giving one weeks clear notice of the issue of a duplicate thereof. (3) After the expiry of the period referred to in sub-rule (2) a duplicate receipt shall be issued by the Warehouseman. Such duplicate receipt shall be stamped "Duplicate". (4) After duplicate receipts have been issued the original receipt, if produced, will not be acted upon.

## **17. Liability of warehouseman for omissions.**

- Where a warehouseman omits from a negotiable receipt any of the particulars set forth in Rule 12 he shall be liable for damages caused by such omission.

## **18. Omission not to affect validity of receipt.**

- No receipt shall by reason of the omission of any of the particulars set forth in rule 12 be deemed not to be a warehouse receipt.

## **19. Depositor to supply information regarding transfer of receipts.**

- Every depositor shall be bound to supply copies under his signature of any endorsement regarding transfer, mortgage, or encumbrance of goods as may be recorded on the warehouse receipt within 48 hours from making such endorsement.

## **20. Charges to be made by Warehouseman.**

- No warehouseman shall levy or recovery charges for his services in excess of the schedule of charges filed by him alongwith his application for licence and approved by the prescribed authority from time to time.

## **21. Exhibition of schedule of charges.**

- Every warehouseman shall display conspicuously the current schedule of charges as approved by the prescribed authority in Hindi at the principal office where receipts issued by such warehouseman are delivered to depositors.

## **22. Maintenance of warehouse.**

- Every warehouseman shall keep his warehouse in the following conditions,-(1)The warehouse shall be damp-proof, bird-proof and rat-proof;(2)The warehouse shall be repaired whenever necessary and shall be kept disinfected;(3)The goods stored in the warehouse shall be arranged and stored in such a manner as to render stock-taking and verification easy and effective;(4)Stacks shall not be constructed touching the walls and a space of about 2 feet shall be left round each stack;(5)All goods received for storage in the warehouse shall be measured in cubic feet (length, breadth and height) or weighed with or without container as the case may be and such weight or measure shall be taken by a licenced weigher and such weight or measure shall be duly stencilled on each container or labelled on each stack showing the date and quantity or weight or measure.(6)The container or the stack shall bear the name of the depositor together with the distinctive mark, if any, in bold letters.(7)Goods of different classes or grades or qualities shall be stored separately;(8)All leakages in roof, dampness in walls and floors during the monsoons shall be carefully watched and repaired in good time.(9)All appliances in the warehouse, such as scales, weights, measures, pokers and

ladders shall be maintained correctly and in good condition;(10)Any other terms and conditions fixed and communicated by the prescribed authority from time to time shall be attended to or complied with.

### **23. Precaution against injury to goods.**

- Every warehouseman shall keep the goods stored in his warehouse reasonably clean at all times and free from straw rubbish or accumulations of materials which may increase the risk of fire or interfere with handling of the goods.

### **24. [ Insurance of goods. [Substituted by Notification No. F. 9(66) SCA 59, dated 16-8-1967, Published in Rajasthan Gazette, Part IV(Ga), dated 5-10-1967, page 752.]**

(1)Every warehouseman shall insure the goods deposited in his warehouse against loss or damage by fire and theft for an amount not less than the market value of the goods on the date on which they were deposited in the warehouse:Provided that nothing in this sub-rule shall apply the goods deposited in the warehouses belonging to a Warehousing Corporation where such Warehousing Corporation has agreed in writing to compensate the depositor against loss or damage by fire and theft, to the extent of the amount not less than the market value of the goods on due date of the deposit.(2)On a written from the depositor and his agreeing to pay the requisite charges for additional insurance, the warehouseman may insure such goods also against loss or damage by flood or riot or civil commotion or any other contingency:Provided that when such request has been made in respect of goods deposited in the warehouse belonging to a Warehousing Corporation such Warehousing Corporation may not insure the goods if it agrees in writing to compensate the depositor, against loss or damage by any of the risks specified in this written request.(3)Except where proviso to sub-rule (1) or sub-rule (2) applies, the goods deposited in the warehouse shall not be insured by a company which is not on the list of companies approved for his purpose by the prescribed authority.(4)Every warehouseman shall be entitled to recover from the depositor of goods or its owner the insurance premia and other out of pocket expenditure incurred by him for the insurance so effected of the goods stored in his warehouse and where the Warehousing Corporation has agreed to compensate the depositor under proviso to sub-rule (1) or (2), it shall be entitled to recover from the depositor such additional charge as it may decide not exceeding tariff rate of the insurance premium for the risk which it has agreed to compensate.Explanation. - For the purpose of his rule Warehousing Corporation means a Warehousing Corporation established under Warehousing Corporation Act, 1962 (Central Act 53 of 1962).]

### **25. Classification of goods.**

(1)Every warehouseman shall keep the goods stored in his warehouse in an orderly manner so as to permit easy access to all lots and to facilitate inspecting, sampling, counting and identification of each lot.(2)Whenever any quality, standard or grade of any of the goods stored in a warehouse is stated or is required to be stated for the purpose of the Act it shall be in accordance with the quality

standard or grade, if any determined for the particular, goods by the prescribed authority from time to time.

## **26. Part delivery of goods.**

- If a warehouseman delivers part of the goods for which a negotiable receipt has been issued, he shall be bound to place plainly upon such receipt a statement of the goods or packages which have been delivered. On his failure to make such statement the warehouseman shall be liable for failure to deliver all the goods specified in the receipt to any one who purchases the receipt in good faith and for valuable consideration whether the purchaser acquired title to the receipt before or after the delivery of any portion of the goods.

## **27. Maintenance of books and records etc.**

- Every warehouseman shall maintain records and account books in respect of his business and shall for this purpose use forms, if any, enjoyed by the prescribed authority. He shall, in particular, maintain:-(1)A stock register in Form No. 8.(2)A ledger for each depositor in Form No. 9.(3)The Receipts issued and cancelled in Form No. 10.(4)All records, books and papers pertaining to the warehouse shall be kept in a place of safety.

## **28. Shrinkage or excess in goods stored.**

(1)For the purpose of sub-section (1) of section 17 of the Act.-(i)Loss of weight or bulk by dryage or shrinkage within the limits specified in Appendix I, and(ii)Gain in weight or bulk or absorption of moisture within the limits specified in Appendix II shall not be deemed to amount to deterioration.(2)The warehouseman shall not be responsible for any shortage caused to goods stored in his warehouse by dryage or other causes beyond his control.(3)The warehouseman shall not be entitled to any excess caused to goods stored in his warehouse by absorption of moisture or other causes.(4)In the event of any dispute arising as to whether the shortage or excess is due to dryage or absorption of moisture or is due to other causes beyond the warehouseman's control the matter shall be referred to the prescribed authority within 30 days for decision, whose decision shall be final and binding:Provided that if so agreed to by the parties through a written agreement or otherwise the matter may be referred to arbitration.

## **29. Auction sale of goods deteriorating or about to deteriorate in a Warehouse.**

- Before effecting sale by public auction of goods stored in a warehouse which have deteriorated or are about to deteriorate, the warehouseman shall issue a notice indicating the date, time and place of auction at least 10 days before the date of auction. The notice shall be published in a local newspaper and shall also be exhibited at the conspicuous places of the local market and shall also send the copies of the notice of auction to the prescribed authority and the Collector. Provided that in special circumstances, where 10 days notice might be considered too long by the



warehouseman, he may sell the property by public auction by giving such shorter notice as may be reasonable and possible in the circumstances. Where goods are of perishable nature or are such as will deteriorate quickly in value or injure other property, the warehouseman may give such notice as is reasonable and possible in the circumstances to the holder of the receipt of the goods, if the name and address of the holder is known to the warehouseman or, if not known to him, then to the original depositor, requiring him to satisfy the lien upon the goods and to remove them from the warehouse and on the failure of such person satisfying the lien and removing the goods within the time prescribed in the notice the warehouseman may sell the goods at public sale.

### **30. Accounting of proceeds of auction sale.**

- Every warehouseman shall be bound to render to the depositor correct accounts and tender to him payment of the sale proceeds of goods realised after the auction sale after deducting all charges legally due to him including all reasonable charges for the removal of goods and sale by public auction within a period not exceeding fifteen days from the date of such sale. He shall be bound to make actual payment of net proceeds of the sale to the depositor on surrender by him of the receipt duly discharged and on payment of all charges due to the warehouseman.

### **31. Duty to deliver.**

- A warehouseman in the absence of any lawful excuse shall deliver the goods referred to in the warehouse receipt:-(a)In case of a negotiable receipt, to the bearer thereof upon demand made by the bearer and during business hours, after(i)satisfying the warehouseman's lien,(ii)the receipt is surrendered with such endorsements as are necessary for the negotiation of the receipt, and(iii)acknowledging in writing the delivery of the goods.(b)In the case of non-negotiable receipt, to the depositor thereof upon the depositor's(i)Satisfying the warehouseman's lien, and(ii)acknowledging in writing the delivery of the goods.

### **32. Issue of warehouse receipts by warehouseman.**

- Warehouseman shall not-(i)Issue a warehouse receipt without actually receiving the goods;(ii)Make false statements in the warehouse receipts;(iii)Issue a duplicate receipt without making on the receipt the word "Duplicate;"(iv)Issue a receipt for goods for his own goods. Any breach of this rule among other things shall amount to an offence punishable under section 32 of the Act.IV. Weighers, Samplers and classifiers

### **33. Application for licences by weighers, samplers and classifiers.**

(1)Application for obtaining licences as weighers, samplers or classifiers shall be accompanied by fee of Rs. 5 and shall be made in writing to the prescribed authority in Form No. 11 which shall after making such enquiries as may be considered necessary for the efficient working of the warehouse grant the license applied for, on execution of an agreement by the applicant in such form as may be determined by the prescribed authority agreeing to conform with the rules and subject to the

following conditions:-(i)Every weigher, sampler or classifier licensed under section 23 of the Act shall keep books in such forms and render such prescribed returns and at such time and in form as the prescribed authority may from time to time direct.(ii)Every weigher, sampler or classifier shall possess such equipment as may be laid down by the prescribed authority.(iii)Every licensed weigher sampler or classifier when plying his trade, shall wear a distinguishing badge or a suitable pattern provided by the prescribed authority.A depositor of not less than one and not more than five rupees to cover the cost of the badge shall be paid by such weigher, sampler or classifier to the prescribed authority.(iv)No licensed weigher, or sampler or classifier shall recover charges exceeding the rates laid down by the prescribed authority from time to time.(v)No licensed weigher, sampler or classifier shall enter in the service of another person or do business other than that for which he holds a licence or licences.(vi)Such other conditions as may be laid down by the prescribed authority from time to time.(2)Notwithstanding anything contained in sub-rule (1) the prescribed authority may refuse to grant a licence to any person who, in his opinion, is not solvent or whose operations are not likely to further the efficiency working of a warehouse.

#### **34. Period of licences granted to weighers, samplers and classifiers.**

- A licence issued to a weigher, sampler or classifier shall remain in force from the date on which it is granted till the 31st December following.

#### **35. Certificates to be issued by weighers, samplers and classifiers.**

- The certificate to be issued by weighers, samplers or classifiers shall be in Form No. 12.

#### **36. Renewal of licences of weighers, samplers and classifiers.**

- Application for renewal of licences issued to weighers, samples and classifiers shall be made at least one month prior to the termination of the licences and shall be accompanied by a fee of Rs. 5/-. The conditions for renewal of a licence shall be the same as those on which new licence is issued.

#### **37. Issue of duplicate licences to weighers, samplers and classifiers.**

- If the original licence is lost, or destroyed a duplicate thereof shall be issued on payment of a fee Rs. 5/- Such duplicate licence shall be stamped "Duplicate".

#### **38. Suspension or revocation of licence of weighers, samplers and classifiers.**

- The prescribed authority may for reasons to be recorded in writing, suspend or revoke the licence granted to any weigher, sampler or classifier if he contravenes any of the conditions of the licence or of these rules or if in the opinion of the prescribed authority his continuation as a licence is likely to detrimental to the working of the warehouse.

### **39. Appointment of Board of Arbitrators.**

- On receipt of a written complaint against a weigher, sampler or classifiers relating to weight, quality or grade of the goods stored in warehouse the prescribed authority shall issue notice to either party to the dispute calling upon them to nominate an arbitrator each on their behalf within the period not exceeding 15 days from the date of the service of notice. If either of them fails to nominate an arbitrator within the period of notice, the prescribed authority shall nominate the arbitrator on their behalf. He shall also nominate a third arbitrator on his behalf who shall act as the Chairman of the Board of Arbitrators.

### **40. Procedure of Board of Arbitrators and mode of executing awards.**

- In the conduct of proceedings before them the Board of Arbitrators shall, as far as possible, follow the procedure prescribed in the Indian Arbitration Act, 1910. Every award passed by the Board shall if not carried out be executed on a certificate signed by the Chairman of the Board in the same manner as a decree of the Civil Court.

### **41. When warehouseman may determine weight, grade or class of goods.**

- In areas where there are no weighers, classifier or samplers licenced under the Act, the weight, grade, class or quality of the goods covered by a receipt shall be as determined by the warehouseman.

### **42. Return of licences.**

- When a licence granted under the Act expires or when it is suspended or revoked by the Prescribed Authority, it shall be returned to that authority within seven days such termination, suspension or revocation.

### **43. Manner giving notices.**

(1) The notice to be given for revocation of a licence under sub-section (1) of section 9 shall be for a period of not less than a week and shall be sent by a registered post. If the warehouseman does not show cause within the time specified in the notice, the prescribed authority shall decide the matter ex-parte. (2) The notice to be given to the depositor under sub-section (1) of section 15 shall be for a period of not less than a week and shall be sent by registered post. Such notice shall be served on all person who hold interest in the goods may be known to the warehouseman on the date of issuing the notice.

### **44. Use of standard weight and measures by warehouseman.**

- Every warehouseman shall use only scales, weight and measures and weighing or measuring machines as are duly certified to be correct for the purpose by an Inspector appointed under the

Rajasthan Weights and Measures Act, 1954 (XIX of 1954).

#### **45. Hours of Business of warehouses.**

- Every warehouse shall be made available for transacting warehouse business as may be necessary for at least 8 hours a day between the hours of 7 a.m. to 7 p.m. The actual hours when business can be transacted shall be conspicuously exhibited at each warehouse.

#### **46. Supply of reports by warehouseman.**

- Every warehouseman shall, from time to time, make such reports as may be required by the prescribed authority concerning the condition and contents of the warehouse and operation of his business as a warehouseman.

#### **47. Inspection.**

- The Prescribed Authority shall get the licensed warehouse including its equipment, etc. examined and inspected at least once in every quarter and report in writing thereof; and shall give such direction as it may deem fit, to the warehouseman. If the warehouseman neglects or fails to carry out such directions the Prescribed Authority may, after hearing the warehouseman, cancel or suspend his licence.

#### **48. Appeal against the order of the Prescribed Authority.**

(1)An appeal against the order of the Prescribed Authority under section 29 of the Act shall instituted to the Board of Revenue for Rajasthan within 30 days from the date on which the refusal communicated to the applicant.(2)Board of Revenue shall decide the appeal after giving the appellant or his pleader a reasonable opportunity to be heard, and the decision of the Board shall be final.

#### **49. Delegation of powers.**

- The Prescribed Authority may delegate any of the powers conferred upon him and duties to be performed by him under the Act and Rules to other officer or officers.

Form No. 1(See rule 3)Application for grant/renewal of licence to the Prescribed AuthorityTo.....Sir,I/We ..... residing at..... Tehsil ..... District ..... request that I/We may be/(Licence No. ) granted licence as a warehouse for the storage of goods granted to me/us, during the year ending the 31st December, 19 may be renewed for.

**2. I/We agree to abide by the terms and conditions of the licence which may be granted/renewed.**

**3. I/We have affixed stamp in payment of the licence Cash or Treasury Challan fee of Rs.....**

**4. I/We undertake to execute the security bond of the required amount and in the manner prescribed under the rule 8 of the Rajasthan Warehouses Rules, 1960.**

**5. I/We have filed along with this application a schedule of charges that would be recoverable from the depositors of goods stored in the warehouses.**

**6. I/We agree to abide by the provisions of the Rajasthan Warehouses Act, 1958, the Rajasthan Warehouses Rules, 1960 and also the term and conditions regarding the maintenance of a warehouse etc. and any other administrative or other orders issued in regard to the business by the Prescribed Authority or such other officers as may be authorised by him in this behalf.**

**7. I/We enclose herewith a solvency certificates to the extent of Rs.....**

**8. I/We hereby solemnly declare that all information herein given is true to the best of my/our knowledge and that in case it proves to be untrue. I/We undertake to indemnify person or persons concerned in this business against any loss arising out of such false or untrue information.**

**9. I/We declare that each of the warehouses specified below is suitable for the storage of/goods respectively mentioned against it and that it is in good conditions.**

Date Signature (s),

Description of premises to be used as a warehouse/warehouses.

1. Village or town

District

2. House No.

3. Description of the warehouse and Distinguishing letter or number of the rooms for storage of letter and number of each

Detailed description of each

Purpose of each

4. Carpet area and storage capacity.

5. Suitability regarding storage of

goods for which it is to be used.

6. Quantities or variety of goods stored in the previous year, if any, Estimated quantity of goods to be
7. stored during the period of licence.

Form No. 2(See rule 3) Application for issue of duplicate licence to the Prescribed Authority To..... Sir, I/We ..... residing at ..... Tehsil..... District..... request that my/our ..... warehouse..... Licence No..... granted on ..... for the period ending for the area has been lost/destroyed in the following circumstances: -(Here mention the circumstances under which the licence was lost or destroyed).

**2. I/We, therefore request you to grant me/us a duplicate licence on the same terms and conditions on which the aforesaid licence was granted.**

**3. I/We have affixed stamp in payment of the fee of Rs. 5/-.**

**4. I/We hereby solemnly declare that the information herein given is true to the best of my/our knowledge.**

Witness 1. Witness 2.

Dated Signature

Form No. 3(See rule 5) Licence for carrying on the business of a warehouseman

Licence No. .... of 197 .

Licence is hereby granted to.....(hereinafter referred as the licensee), on payment of a fee of Rs. \*for the conduct of the business of a warehouseman in the warehouse(s), situated at (hereinafter referred to as the said warehouse(s) subject to the provisions of the Rajasthan Warehouses Act, 1958 and the rules made thereunder and on the following conditions namely:-

**1. This licence shall be valid up to and inclusive on 31st December 197.**

**2. The licensee shall not carry on the business of a warehouseman at any place other than the said warehouse(s).**

**3. The licensee shall carry on the aforesaid business for the storage of the following goods in the said warehouse(s).-**

(1)(2)(3)

**4. This licence is not transferable.**

**5. No correction or alterations in the Schedule of charges maintained under rule 20 of the Rajasthan Warehouses Rules, 1960 shall be valid unless approved by the Prescribed Authority.**

**6. This licence shall be liable to be revoked or suspended in accordance with the provisions of sections 8 and 9 of the Rajasthan Warehouses Act, 1958.**

**7. In the event of revocation or suspension of this licence, the licensee shall surrender it to Prescribed Authority alongwith all the unused warehouse receipts in his possession.**

Place

Dated Signature of the Presiding Authority

Renewal of Licence

Date of renewal Period for which renewed Signature of the prescribed Authority and date

\*Here insert fee prescribed. Form No. 4 (See rule 7) Form of Security Bond. Whereas I/We ..... Resident of ..... Tehsil ..... District ..... have applied for grant of a licence as warehouseman at ..... under the Rajasthan Warehouses Act, 1958 subject to such conditions as may be laid down by the Prescribed Authority. I/We furnish herewith security deposit of Rs. .... in each gilt-edged securities in accordance with the rates prescribed in rule (7) of the Rajasthan Warehouses Rules, 1960 for the observance of conditions and obligations arising out of my/our business as warehouseman and agree that the amount of the security deposited by me/us under this bond shall be liable to be forfeited by Government in case of default of any of the conditions of the licence or breach of any of the provisions of the Act or the Rules and that the amount due under this bond shall be recoverable from me/us or my/our heirs or legal representatives as arrears of land revenue. Signature of Warehouseman Signature of witnesses. Suretyship bond by endorsement We ..... and ..... of ..... are sureties for the said ..... and do hereby agree that in the event of the said making default in observance of the conditions and obligations arising out of his business as warehouseman, the amount of security due under the said bond shall be recoverable by Government from us or our heirs or legal representatives, jointly and severally. Date, this ..... day of (Signature of Sureties). (Signature of Witnesses). Form No. 5 (See rule 11) Application for deposit of Goods To The Warehouseman Dear Sir, Please take delivery of the following goods. I have read the Rajasthan Warehouses Rules, 1960 and the conditions mentioned therein and agree to abide by the same.

Description of goods	Grade or qualities	No. of packages bags, quantity etc. with distinguishing marks, if any
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Measurement or/and weight Market price at. Total valuation of goods Remarks if any

I certify that the goods above mentioned are the bona fide property of myself/of Shri.....  
Village/Town..... Taluka District..... and no other person has any claim against them. Full name  
of depositor/Agent Full address of depositor or owner and Agent. My/Our specimen signature (s)  
is/are enclosed for your record.

Place

Date Yours faithfully Depositor/ Agent

Separate receipt, viz., the Warehouse Receipt No. .... date ..... issued in respect of grade or quality,  
quantity, weights and/or measurements and/or price has been issued in respect of these  
goods. Place Date Signature of the Warehouseman For the Rajasthan State Warehousing Corp. Form  
No. 6 (See rule 11) Delivery Order Warehouse at ..... To (The  
Warehouseman) ..... Dear Sir, Please deliver the goods described below to self or  
to ..... whose specimen signature is attached below. These goods were deposited with you on .....  
The Warehouse Receipt bearing printed No. .... Dated ..... granted by you  
accompanies. Description of goods to be delivered

Description of goods	No. of packages etc. (both in words and figures)	Weight or/and measurement (both in words and in figures)	Market price	Special marks, if any	Remarks
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Received the above goods in ..... condition. Place Date Delivered Warehouseman Yours  
faithfully, Depositor Form No. 7 (See rule 12) Negotiable/Non-Negotiable. Warehouseman Receipt (In  
Hindi) Serial No. of Receipt Location and No. of Warehouse Warehouseman's Licence No. Valid  
upto Date of issue of receipt. Received from Goods of the following description:-

Kind	Class or standard quantity and/or Grade	Number of packages or lots	Net quantity in maunds by weight or measure
1	2	3	4

Condition of the goods (1) Good

(2) Fair

(3) Average

Private marks of the depositor on the packages. Rate of storing and other charges. Insured for  
Fire/Theft/Riots/Others with (Name of Insurance Co.) for the amount of Rs. .... The goods are  
accepted for storage from to .....

Date Signature of the Warehouseman or his Agent.

The goods mentioned below are hereby released from this receipt for delivery from warehouse. Any  
unreleased balance of the goods in subject to a lien for unpaid charges and advances on the released  
portion.

Date Quantity released. Signature. Quantity due on Receipt.

Form No. 8 (See rule 27) Stock Register If the godown is hired, period of hire from Rent fixed,  
to ..... Whose name hires ..... Date payable/Date paid Special

Godown No. .... Reference to policies of Insurance



Situated at..... Name of companies with whom insured

Owner's name..... Amount for which insured

Date of deposit	Name of persons who deposited the goods	Description and quantity of goods received and special mark on goods, if any		
No. of units	Weight and/or measurement/ description	Grade or quantity standard	Description	
		(a)	(b)	(c) (d)
1	2	3		

Warehouse receipt No.	Description of goods released of delivered			
No. of units	Weight and/or measurement/ description	Grade or quantity standard	Description	
	(a)	(b)	(c)	(d)
4	5			

Delivery order No.	Balance of stock			
No. of units	Weight and/or measurement/ description	Grade or quantity standard	Description	
	(a)	(b)	(c)	(d)
6	7			

Market price of goods on the date of deposit	Initials of the Godown keeper for having received or delivered the goods	Initials of checking Officer and the date of the checking	Remarks, if any, of the Inspecting Officer	Reference Lodger
Rate(a)	Price(b)			
8	9	10	11	12

Form No. 9(See rule 27) Depositor's Ledger

Godown No.	Name of the Co.	Period Date of Expiry
Deposit No.	Where stored	Particulars of Insurance
Name of the Depositor	Godown Registration No.	No. of Policies
Address of the depositor		Amount

Name of the Operators or  
Transaferee

Reference to specimen signature  
card

Date of deposit	Warehouse receipt No.	Description of goods received		
No. of packages or bags or quantity (Specialmark on goods if any)	Weight or/ and measurement/ description	Grade or quantity standard	Description	
		(a)	(b)	(c) (d)
1	2	3		

Description of goods  
released

No. of package or bags or quantity	Weight or/ and measurement/ description	Grade or quantity standard	Description
(a)	(b)	(c)	(d)
4			

Expenses of stocking or cleaning and charges of safe custody	Particulars of payment	Delivery order	Initials of godown keeper
made by depositor			
Date of payment	Amount		
	(a)	(b)	
5	6		7 8

Balance of Stock

No. of packages	Weight or/ and measurement/ description	Grade or quantity standard	Description
(a)	(b)	(c)	(d)
9			

Market price of goods deposited on the date of deposit	Name of transferee to whom goods are transferred or by whom they are held as security. For advance, if any	Reference to the instrument or document transferring possession	Remarks
10	11	12	13

Form No. 10(See rule 27)Register of Receipts issued and cancelled.

Serial No. of the receipt	Date of issue of receipt	Name of the Depositor
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1 2 3

Cancellation of receipt	Remarks

Date of cancellation      Signature of the Warehouseman

4 5 6

Form No. 11(See rule 33)Application for licence to weigh/sample/ classify..... commodity.

**1. I hereby apply under the.....Warehouses Act and the Rules prescribed thereunder for a licence to weight/grade/class of the (specify agricultural products) stored or to be stored in the following warehouse licensed or for which application for licence has been made under the .....Warehouses Act.**

Name of warehouseman	Name of warehouse	Location of warehouse
...	...	...

(i) .....

(ii) .....

**2. I agree to comply with and abide by the terms of the Act and the rules so far as the same may relate to me.**

(Questions to be answered by the applicant. Separate from should be used if the applicant intends to apply for licence for different capacities).

**3. State the exact date of birth.**

**4. What is your present employment and by whom you are employed.**

**5. State your employment for the past five years.**

**6. Have you ever been discharged from any employment? If so, give name, and address of the employer and state reasons for such discharge.**

**7. Are you now or have you ever been licensed to perform services similar to those for which this licence is applied? If so, give particulars ..... If you have acquired any special qualification, please give details.**

**8. Are you physically fit to perform the duties to the position for which you desire a licence?..... If you have any defect of sight or disease of the eye, please state.**

**9. Give the names and addresses of three persons who have personal knowledge of your qualifications. Two of these persons must be engaged in some commercial concerns handling the product covered by his application.**

**10. State the place where you wish to be stationed.....**

I declare that the foregoing statement are true to the best of my knowledge and belief.

Date.....

Place..... Signature of applicant

Form No. 12(See rule 36)Form of certificate to be issued by the Weigher, Sampler or Classifier.Rajasthan Warehouses Act.Weight/Grade Certificate.....Name and location of the warehouse in which the grain or produce is to be stored.Date of Certificate.Consecutive number of the certificate.Weight of grain or produce covered by the certificate.Kind of grain or produce covered by the certificate.Grade and/or weight of grain or produce as determined by licensed weigher, sampler or classifier.....This certificate is issued under the Rajasthan Warehouses Act, 1958 and the rules made thereunder.Signature of the licensed weigher, sampler or classifier.[Appendix-1]  
[Appendix I and II Substituted vide Notification dated 6-12-1966, Published in Rajasthan Gazette, Part IV-C, dated 22-6-1967, page 250-256.](See rule 28)

S.N. Commodity Maximum percentage of losses in weight or Bulkdue to driage or shortage

Maximum percentage of loss allowed for theperiod of

Two months			Four months	Six months	Twelve months	
1	2	3	4	5	6	
I.	Food grains					
	1.	Paddy	2	3	4	5
	2.	Rice	1.5	2.5	3	3.5
	3.	Wheat	1.5	2	2.5	3.0
	4.	Wheat products	2	3	3.5	4.0
	5.	Maize	2.5	3.5	4	4.5
	6.	Barley	1	2	2.5	3
	7.	Oats	2	2.5	3	3.5
	8.	Bajra	1.5	2	2.5	3
	9.	Sorghum (Jowar)	2	3	3.5	4

## II. Pulses

10.	Bengal gram	2	3	3.5	4
11.	Bengal gram dal	2.5	3	3.5	4
12.	Kabuli gram	1	2	2.5	3
13.	Red gram	1	2	2.5	3
14.	Red gram dal	1.5	2.5	3	3.5
**15.	Black gram dal	1.5	2.5	3	3.5
16.	Black gram	1	2	2.5	3
17.	Green gram	1	2	2.5	3
18.	Green gram dal	1.5	2.5	3	3.5
19.	Lentil (Masoor)	1	2	2.5	3
20.	Lentil dal	1.5	2.5	3	3.5
21.	Peas	2	3	3.5	4
22.	Beans	2	3	3.5	4
23.	Moth	1	2	3	3.5
24.	Gram products	2	3	3.5	4
25.	Pigeon Pea.	1.5	2	2.5	3
26.	Pigeon Pea. dal	1.5	2.5	3	3.5

## III. Oil Seeds

27.	G.N. Kernels	1.5	2.5	3	3.5
28.	G.N. Pods	2	3	4	5
29.	Gingili seed	2	3	4	5
30.	Cotton seed	1	1.5	2	2.5
31.	Caster seed	1	1.5	2	2.5
32.	Mustard	1.5	2.5	3	3.5
33.	Tara Mira	1	2	2.5	3
34.	Linseed	1.5	2	2.5	3
35.	Sesamum seed	1.5	2	2.5	3
36.	Niger (Ramtil)	1.5	2	2.5	3
37.	Safflower (Kardi)	1.5	2	2.5	3
38.	Copra	2	3	3.5	4
39.	Mahawa seed	1.5	2	2.5	3
40.	Asalia	1	2	2.5	3
41.	Hemp seed	1.5	2	2.5	3
42.	Barseem seed	1	2	2.5	3
43.	Oil Cakes	1.5	2.5	3	3.5

## IV. Spices

44.	Pepper	1.5	2.5	3	3.5
45.	Cardamom	1	1.5	2	2.5
46.	Ginger	2	3	3.5	4
47.	Chillies	2	3	3.5	4
48.	Turmeric	2	3	3.5	4
49.	Coriander	2	3	4	5
50.	Karanji	1	2	2.5	3
51.	Fanugreek (Methi)	1	2	2.5	3
52.	Cumin (Jeera)	1.5	2.5	3	3.5
53.	Aniseed	1	2	2.5	3
54.	Dried Mangochips	1	2	2.5	3
V. Fibres					
55.	Cotton (Kapas)	2	3	3.5	4
56.	Cotton Lint	1	1.5	2	2.5
57.	Juti fibre	2	3	3.5	4
VI. Others					
58.	Sugarcane Jaggery	2	3	3.5	4
59.	Palmyra Jaggery	2	3	3.5	4
60.	Sugar	1	2	2.5	3
61.	Brown Sugar	2	3	3.5	4
62.	Khandsari	1.5	2.5	3	3.5
63.	Onion	4	6	-	-
64.	Garlic	3	4	6	-
65.	Potato	3	6	8	-
66.	Fertilisers	2	3	4	5
67.	Rock Salt	2	2.5	3	3.5
68.	Cement	2	3	3.5	4
69.	Tea	1	2	2.5	3
70.	Coffee	2	3	3.5	4
71.	Chicori chips	1	2	2.5	3
72.	Chicori powder	1.5	2.5	3	3.5
73.	Arecanut	1	2	3	3.5
74.	Cashewnut goods	1.5	2.5	3	3.5
75.	Cashewnut kernels	1	2	2.5	3
76.	Tamarind	2	3	3.5	4
77.	Tapioca chips	1.5	2.5	3	3.5
78.	Tapioca powder	2	3	3.5	4

79.	Hydrogenated (Oil Tins)	-	-	-	-
80.	Oil & Ghee (Tins)	-	-	-	-

Note. - No loss due to driage would be allowed, when goods are stored during the monsoon months of July to October.[Appendix - II] [Appendix I and II Substituted vide Notification dated 6-12-1966, Published in Rajasthan Gazette, Part IV-C, dated 22-6-1967, page 250-256.]Maximum percentage of gain in weight or bulk due to absorption of moisture.

S. No.	Commodity	Maximum percentage of gain in weight or bulk allowed for absorption of moisture during heavy monsoon period(July-October)
1	2	3
I.	Food grain	
1.	Paddy	2
2.	Rice	1.5
3.	Wheat	1
4.	Wheat products	1.5
5.	Maize	2
6.	Barley	1
7.	Oats	1
8.	Bajra	1
9.	Sorghum (Jowar)	1.5
II.	Pulses	
10.	Bengal gram	1.5
11.	Bengal gram dal	1.5
12.	Bengal Kabuli gram	1
13.	Bengal red gram	1
14.	Red gram dal	1
15.	Black gram	1
16.	Black gram dal	1
17.	Green gram	1
18.	Green gram dal	1
19.	Lantil (Masoor)	1
20.	Lentil dal	1
21.	Peas	1.5
22.	Beans	1.5
23.	Moth	1
24.	Gram products	1.5
25.	Pigeon Pea	1
26.	Pigeon Pea dal	1
III.	Oil Seeds	

27.	G.N. Kernels	1
28.	G.N. Pods	2
29.	Gingili seed	2
30.	Cotton seed	1
31.	Castor seed	1
32.	Mustard	1
33.	Tara Mira	1
34.	Linseed	1
35.	Sesamurp seed	1
36.	Niger (Ramtil)	1
37.	Safflower (Kardi)	1
38.	Copra	1.5
39.	Mahwa seed	1
40.	Asalia	1
41.	Hemp seed	1
42.	Barseem seed	1
43.	Oil Cakes	1
IV.	Spices	
44.	Pepper	1
45.	Cardamom	1
46.	Ginger	1.5
47.	Chillies	1.5
48.	Turmeric	1.5
49.	Coriander	1.5
50.	Karanji	1
51.	Fengugreek (Methi)	1
52.	Cumin (Jeera)	1
53.	Aniseed	1
54.	Dried Mango chips	1
V.	Fibers	
55.	Cotton (Kapas)	1.5
56.	Cotton Lint	1
57.	Jute Fibre	1.5
VI.	Others	
58.	Sugarcane Jaggery	1.5
59.	Parmyra Jaggery	1.5
60.	Sugar	1



61.	Brown Sugar	1.5
62.	Khand Sugar	1
63.	Onion	-
64.	Garlic	-
65.	Potato	-
66.	Fertilizers	1.5
67.	Rock salt	1
68.	Cement	1.5
69.	Tea	1
70.	Coffee	1.5
71.	Chicori chips	1
72.	Chicori powder	1
73.	Arecanut	1
74.	Cashewnut Pods	1
75.	Cashewnut Kernels	1
76.	Tamarind	1
77.	Tapioca chips	1
78.	Tapioca powder	1.5
79.	Hydrogenated Oil (Tins)	-
80.	Oil & Ghee (Tins)	-