

The M.P. Janpad Panchayat (Management of Ferries) Rules, 1999

MADHYA PRADESH

India

The M.P. Janpad Panchayat (Management of Ferries) Rules, 1999

Rule

THE-M-P-JANPAD-PANCHAYAT-MANAGEMENT-OF-FERRIES-RULES- of 1999

- Published on 7 July 1999
- Commenced on 7 July 1999
- [This is the version of this document from 7 July 1999.]
- [Note: The original publication document is not available and this content could not be verified.]

The M.P. Janpad Panchayat (Management of Ferries) Rules, 1999 Published vide Notification No. 5.1-10-98-22-P-2, dated 7-7-1999, M.P. Rajpatra (Asadharan). dated 7-7-1999 at pp. 1036 (10) In exercise of the powers conferred by sub-section (1) of Section 95 read with Clause (d) of sub-section (1) of Section 50 of the Madhya Pradesh Panchayat Raj Adhiniyam, 1993 (No. 1 of 1994), the State Government hereby makes the following rules the same having been previously published as required by sub-section (3) of Section 95 of the said Act, namely :-

1. Short title.

(1) These Rules may be called the Madhya Pradesh Janpad Panchayat (Management of Ferries) Rules, 1999. (2) They shall come into force with effect from the date of their publication in the "Madhya Pradesh Gazette."

2. Definitions.

- In these rules, unless the context otherwise requires :- (a) "Act" means the Madhya Pradesh Panchayat Raj Adhiniyam, 1993 (No. 1 of 1994); (b) "Ferry" means and includes a bridge of boats, Pontoons or rafts, swinging bridge, a flying bridge and a temporary bridge and the approaches to and landing places of a ferry; (c) "Panchayat ferries" means the ferries which are owned by Janpad Panchayat; (d) "Private ferries" means the ferries which are owned by a person Or a body under a licence granted under any Ferry Act; (e) "Personal ferries" means ferries which are not public or private or Panchayat ferries and are meant exclusively for entertainment purposes and not for

carrying passengers and goods;(f)"A class ferry" means ferries ordinarily required for use throughout the year;(g)"B class ferries" means ferries used during rains or for part of a year.

3. Power to establish, define, discontinue and declare Panchayat ferries.

(1)The Collector of the District may from time to time,-(a)establish any Janpad Panchayat ferry;(b)define the limit of any ferry;(c)change the course of any ferry;(d)discontinue any ferry which they deem necessary.(2)Every such establishment, definition, change, or discontinuation shall be made by notification provided that when any alteration in the course or in the limits of a ferry is rendered necessary by changes in the river, such alteration may be made by an order of the Collector of the District in which the ferry be situate.

4. Superintendence of ferries.

- Subject to the general control of the Janpad Panchayat, the superintendence of the ferry situated in the Jurisdiction of such Janpad Panchayat shall be vested in the Chief Executive Officer of the Janpad Panchayat or such other officer authorised by the Chief Executive Officer of Janpad Panchayat, appointed by name or by virtue of his office in this behalf, and such officer shall except when the tolls of such ferry is leased, make all necessary arrangements for the supply of boats for such ferry, and for the collection of the authorised tolls leviable thereof.

5. Letting ferry tolls by auction.

- The tolls of any ferry situated in the area and transferred to the Janpad Panchayat may from time to time be let by public auction well in time before the expiry of lease or otherwise for the management and control of the ferry, and may be called upon by the officer on whom the superintendence of the ferry is vested to give security for his good conduct and for punctual payment of the rent. When the tolls are put up to public auction, the Chief Executive Officer of the Janpad Panchayat may for reasons recorded in writing refuse to accept the offer of the highest bidder and may accept any other bid or may cancel the auction.

6. Recovery of arrears from the lessee.

- All arrears due from the lessee of the tolls of a Janpad Panchayat ferry on account of his lease may be recovered from him or his surety as if they were arrears of land revenue.

7. Power to cancel lease.

- The authority empowered to grant a lease of tolls of any Janpad Panchayat ferry may cancel it on the expiration of one month's notice in writing to the lessee of its intention to cancel such lease. When any lease is cancelled under this rule, the Janpad Panchayat in which such ferry is situated shall pay to the lessee such compensation as may be determined, with the previous permission of the Collector.

8. Surrender of lease.

- The lessee of the tolls of a Janpad Panchayat may surrender his lease on the expiration of one month's notice in writing to the Janpad Panchayat which granted the lease of his intention to surrender such lease and on payment to the Chief Executive Officer of the Janpad Panchayat in which such ferry is situate, of such compensation as the Janpad Panchayat may approve, in cash.

9.

The period for which the right to collect tolls at a ferry is auctioned shall ordinarily be from the first 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 seem to be desirable. Leases may be drawn up at a time for not more than three successive years or reasons as may be decided in each case by the authority granting the lease. A notice specifying the time, place and conditions of auction shall be published widely in the district in which the ferry is situated and if necessary, in the neighbouring districts. The Chief Executive Officer may, in the case of ferries which he considers to be important, display such notice in the Notice Board of the office and in the office of the Collector and publish in a local newspaper.

10.

A copy 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 Janpad Panchayat and a list of exemptions from payment of tolls allowed shall be made available for inspection at the place before the commencement of auction. If "B" class ferries are permitted to be used after the 15th October the Janpad Panchayat 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.

11.

(a) When an "A" class ferry is leased for one year only, the rent 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 December, 1st February & 1st 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 per cent 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 instalment 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, 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.

12.

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 Janpad Panchayat shall decide at which ferries, if any, such special roads have been made or are maintained by the lessee.

13.

(a)The Chief Executive Officer 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, makeover 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 upto 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 Janpad Panchayat, 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 leaves. This receipt shall be recorded carefully in Janpad Panchayat 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 Janpad Panchayat;(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 Janpad Panchayat materials thereof at a safe place above high flood level in good time before the commencement of the monsoon.(c)The opinion of the Chief Executive Officer or some other officer nominated by the Chief Executive Officer regarding the satisfactory nature or otherwise of such construction or maintenance shall be final.If the lessee fails to construct or maintain such works or at any time fails to remedy within a reasonable period any defect brought to his notice in writing by the Chief Executive Officer or some other officer nominated by the Chief Executive Officer, the latter shall be entitled to construct or maintain such works or to remedy the 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 solve damaged materials, during and after the floods within such period as may be decided by the Chief Executive Officer. 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 Collector of the District 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 23.

14.

The Chief Executive Officer 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.

15.

The Chief Executive Officer 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 Chief Executive Officer, discontinue the use of any boat pronounced unfit for use and shall substitute for it a boat which is fit for use.

16.

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.

17.

The lessee shall keep present, such number of ferrymen as may be required to work on ferry boat but the ferry shall not be worked when the crossing is dangerous owing to floods or between sunset and sunrise.

18.

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.

19.

The lessee shall not permit person, 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.

20.

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 Chief Executive Officer.

21.

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 Chief Executive Officer at once remove any boatman or servant employed in working the ferry whom the Chief Executive Officer declare to be unfit to act as such.

22.

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 delay.

23.

The table of tolls written in Hindi shall be on a metal plate and be exhibited at each end of the ferry and shall be kept in some conspicuous place near the ferry.

24.

Printed receipt books shall be supplied by the Chief Executive Officer on payment, to the lessees whose lease exceed Rs. 2,500/- (Rupees two thousand five hundred) in value. Such lessees shall give, or cause to be given, receipt from the printed receipt book, to persons using the ferry for all sums received from them in payment of tolls.

25.

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 person contravening this rule, shall be liable to be declared unfit for employment, without prejudice to any punishment to which he may be liable. 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 service fee not exceeding the rate as may be determined by the Janpad Panchayat.

26.

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 20.

27.

An agreement, purporting to transfer or sub-lease the right conferred by a ferry lease, shall not be valid.

28. Penalty for breach of provisions as to table of tolls and return of traffic.

- Every lessee or other person authorised to collect the tolls of a public or private ferry, -(i) who neglects to affix and keep in good order or repair the table of tolls mentioned in Rule 26; or (ii) who wilfully removes, alters or defaces such: table, or allows it to become illegible; or (iii) who fails to produce on demand the list of the tolls; and (iv) every lessee who neglects to furnish any return required under Rule 21; shall be punished with fine which may extend to Two hundred fifty rupees.

29. Penalty for taking unauthorised toll and for causing delay.

- Every such lessee or other person aforesaid or any person in possession of a private ferry asking or taking more than the lawful toll, or without due cause delaying any person, animal, vehicle or other thing, shall be punished by the Chief Ferries Officer with fine which may extend to Two hundred fifty rupees.

30. Penalty for breach of rules made.

- Every person acting in contravention of these rules shall be punished with fine which may extend to Two hundred fifty rupees.

31. Cancellation of lease on default or breach of rules.

- When tiny lessee of the tolls of ferry makes default in the payment of rent payable in respect of such tolls, or has been punished of an offence under Rules 28, 29, 30 of having been punished, of an offence under Rules 28, 29, 30 is again punished of an offence under either of those rules, the Janpad Panchayat may cancel the lease of the tolls of such ferry, and make other arrangements for its operation during the whole or any part of the term for which the tolls were let.

32. Penalties on passengers offending.

- Every person, -(i) crossing by any public or private ferry, or using the approach to, or landing place thereof, and refuses to pay the proper toll; Or(ii) who, with intent to avoid payment of such toll fraudulently or forcibly crosses by any such ferry without paying the toll; or(iii) who, obstructs any toll-collector or lessees of a public ferry or any of his assistants, in any way in execution of their duty under these rules, or(iv) who, after being warned by any 'such toll-collector, lessee or assistant not to do so, goes or takes any animals, Vehicles or other things into any ferry boat, or upon, any bridge, at such a ferry, which is in such a state or so loaded as to endanger life or property; or(v) who refuses or neglects to leave, or remove any animals, vehicles or goods from any such ferry boat or bridge, on being requested by such toll-collector, lessee Or assistant to do so; shall be punished with fine which may extend to Two hundred fifty rupees.

33. Power to take possession of boats etc., on surrender or cancellation of lease.

- When the lease of the tolls of any ferry is surrendered or cancelled, the Chief Executive officer of Janpad Panchayat concerned may take possession of all boats and their equipment, and all other material and appliances, used by the lessee for the purposes of such ferry and use the same, paying such compensation for the use thereof as the Janpad Panchayat may in each case direct, until such Officer can conveniently procure proper substitutes thereof.

34. Similar power in case of emergency.

- Where any boats or their equipments, or any materials or appliances suitable for setting up a ferry, are emergently required for facilitating the Transport of officers or troops of Government on duty, or of any other person on the business of the Government, or of any animals, vehicles, baggage belonging to such officers, troops or persons, or of any property of the Government, the District Collector concerned may take possession of and use the same paying such compensation for the use thereof as the Government may in each case direct until such transport is completed.

35. Repeal.

- As soon as these rules come into force, all similar rules in force in the State dealing with the Ferries transferred to Janpad Panchayat shall stand repealed; but all determinations, orders, engagements

entered into and securities taken, under the similar rules in force, in the State shall be deemed to be respectively made, entered into and taken under these rules, so far as they are not inconsistent with the provisions of these rules. Form 'A' (See Rule 10) Janpad Panchayat Bid-sheet for the auction of the right to collect tolls at ferries and tolls bridges A copy 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 Chief Executive Officer of the Janpad Panchayat 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 Panchayat 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 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 Rs..... inclusive of the sum of Rs..... deposited by him towards 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 Janpad Panchayat, 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 Janpad Panchayat by reason of such departmental collection or resale. The amount of the loss shall be recoverable as an 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 houses, etc., made by the Janpad Panchayat 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 Janpad Panchayat.

12. The amount of security shall be returned on the termination of the lease and after all claims of Government and Panchayat in respect of the lease have been fully settled. The sum deposited under condition 1 by the 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 Janpad Panchayat.

List of Bidders

Name of the bidder Amount of the bid

- 1
- 2
- 3
- 4
- 5

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 marksName in full and address.....Signature or thumbmark of biddersDate.....Signature of Officer holding the auctionI accepted the bid of Rs. ... (in words.....) made by.....Date.....Signature of Competent AuthorityForm 'B'(See Rule 10)Form of lease for a public ferryDistrict.....Situation of ferry.....River.....Whereas in accordance with the provisions of the Madhya Pradesh Panchayat Raj Adhiniyam, 1993 (No. 1 of 1994) and the Madhya Pradesh Janpad Panchayat (Management of Ferries) Rules, 1999, which shall be deemed, so far as applicable, to be a part of this lease, a lease of tolls for the aforesaid ferry has been granted to me by name son of resident of.....for a term of.....from the.....to thein consideration of the rent hereinafter reserved and subject to the conditions hereafter mentioned, I hereby agree with the Janpad Panchayat, as represented by the Chief Executive Officer, Janpad Panchayat as follows :- (1)I have deposited a sum of..... being 10 per cent 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 Janpad Panchayat 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 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 Janpad Panchayat 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 Instalments	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 Janpad Panchayat..... on all persons, animals, vehicles and other things crossing the river by the said ferry other than those exempted by or under the rules.(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 rules or of the conditions of this lease shall render the lease liable in the discretion of the Chief Executive Officer 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 Janpad Panchayat 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 ten percent per annum at the discretion of Janpad Panchayat 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 an enhanced rent in such proportion to the period of extension.(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 rules 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 covenant, 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 covenant 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 from me by bringing to sale according to law, the aforesaid mortgaged property 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.....

No./Plot

No.....(e)Area.....(f)Area under cultivation.....(g)Land revenue payable to Government

..... (This should be scored out when the case is of an 'A class ferry)Notes. - (1) 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.(2)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 instalments of rent for this lease and of any sums of money for the payment of which the aforesaid lessee may become liable under the said rules under the conditions of this lease and I also hereby undertake to be responsible to the Janpad Panchayat 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 this lease may be recovered from the lessee or the surely as if it were arrear of land revenue.(9)It is further agreed that any dispute arising as regard the interpretation of this lease or the extent of the liability of the lessee or the surety hereunder shall be decided by the Janpad Panchayat whose decision shall be final.

Witness : Signature of the Lessee.....

(1)..... Date.....

(2)..... Signature of Surety.....

Date.....

Signature of Chief Executive Officer.....

Date.....

* This will excluded if the case of ferry is of 'A' category.