

The U.P. Sugarcane Supply and Purchase Order, 1954

UTTAR PRADESH

India

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Rule

THE-U-P-SUGARCANE-SUPPLY-AND-PURCHASE-ORDER-1954 of 1954

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The U.P. Sugarcane Supply and Purchase Order, 1954Published vide Notification U.P. Gazette, dated September 4, 1954, Part 1-A, vide Notification No. 2662/ 3-S/18-C-1723-53, dated September 1, 1954In exercise of the powers conferred by Section 16 of the Uttar Pradesh Sugarcane (Regulation of Supply and Purchase) Act, 1953 (U.P. Act No. XXIV of 1953), the Governor is pleased to make the following Order and to direct that it shall come into force from the date of its publication in the Gazette.

1. Short title and commencement.

(1)This Order may be called the U.P. Sugarcane Supply and Purchase Order, 1954.(2)It shall come into force at once.

2. Definitions.

- In this Order unless there is anything repugnant in the subject or context,-(a)"Act" means the U.P. Sugarcane (Regulation of Supply and Purchase) Act, 1953;(b)"Rules" means the U.P. Sugarcane (Regulation of Supply and Purchase) Rules, 1954;(c)the terms and expressions used in the Order shall have the same meaning as in the Act and the Rules.

3. Purchase of cane in reserved area.

(1)The occupier of a factory shall estimate or cause to be estimated by the 31st day of the October or such later date in a crushing season as, on an application being made to the Cane Commissioner by

the occupier of a factory, may be fixed by the Cane Commissioner, the quantity of cane with each grower enrolled in the Growers' Register and shall on demand submit the estimate to the Cane Commissioner and the Collector.(2)A Cane-grower or a Cane-Grower's Co-operative Society may within 14 days of the issue of an order reserving an area for a factory, offer in Form A of the Appendix, to supply cane grown in the reserved area, to the occupier of the factory.(3)The occupier of the factory for which an area has been reserved, shall, within fourteen days of the receipt of the offer enter into an agreement in Form B or Form C of the Appendix, with the Cane-grower or the Cane-grower's Co-operative Society, as the case may be. in respect of the cane offered:Provided that any purchase of cane made before the execution of the prescribed agreement shall be deemed to have been made in accordance with such agreement.(4)The Cane Commissioner may, for reasons to be recorded in writing, extend the date for making offers in respect of any reserved area.

4. [Purchase of cane in assigned area. - (1) The occupier of a factory for which an area has been assigned, shall within fourteen days of the order of assignment of the area, enter into an agreement in Form B or C of the Appendix, as the case may be, with the Cane-grower or Cane-Grower's Co-operative Society for the purchase from the assigned area of such quantity of cane as may be fixed by Cane Commissioner:

Provided that any purchase of cane made before the execution of the prescribed agreement shall be deemed to have been made in accordance with such agreement.] [Substituted by U.P. Sugarcane Supply and Purchase (Third Amendment) Order, 1980, dated 1.11.1980.]

5. General provisions regarding purchase of cane.

(1)Cane grown in the reserved or assigned area of a factory shall not except with the permission of the Cane Commissioner, be purchased by any person without the previous issue, at convenient centers in the said area of requisition slips and identification cards to the growers by the occupier of the factory.(2)Notwithstanding anything in sub-clause (1) requisition slips and identification cards to members of a Cane-grower's Co-operative Society shall not be issued except by such Society.(3)An occupier of a factory or Cane-grower's Co-operative Society shall maintain a record of the identification cards issued and a daily account of the requisition slips issued to the growers and returned by them.](4)[Purchase of cane shall be spread over the entire crushing season in an equitable manner and due consideration shall be given to variety and maturity of sugarcane:Provided that this restriction shall not apply where the quantity of cane purchased does not exceed one cart load from a cane grower in a crushing season.] [Substituted by Notification No. 4864-S/XVIII-C-1618-63, dated July 21, 1964.](5)A dispute whether a particular system adopted for the purchase of cane is equitable or not, may be referred to the Cane Commissioner whose decision shall be final.(6)[No person other than a cane-grower or a Cane-grower's Co-operative Society shall sell cane to the occupier of factory.] [Substituted by U.P. Sugarcane Supply and Purchase (Third Amendment) Order, 1981.](7)No person shall transfer or abet the transfer of a requisition slip for the cane of a grower to another person, with the object of enabling cane other than that belonging to the grower for whom the requisition slip has been issued, to be sold to a factory.(8)No person shall

accept or obtain or agree to accept or attempt to obtain from any person as gratification or consideration, bonus, set off, luck money, or any other such payment whatsoever, other than legal remuneration, as a motive or reward for weighing or purchasing cane or making payment therefor or for issuing requisition slips or identification cards or for showing or for bearing to show, in connection with the bonding, Weighment or purchase or supply of a payment for cane, favour or disfavour to any person.(9)No person shall falsely represent himself as a grower of cane or as authorised by such grower to deliver cane on his behalf or as a person authorised in writing by the grower to receive payment on his behalf.(10)[The occupier of a factory shall alter the location of or establish or close a purchasing at a particular place for the supply of cane to the factory, if so directed by the Cane Commissioner.(11)Save with the previous approval of the Cane Commissioner no occupier of a factory shall purchase cane consigned by a cane Grover by rail from a railway station where a purchasing centre has been established or has been ordered to be established under sub-clause (10).(12)An occupier of a factory, who opens a purchasing centre, shall send intimation thereof within twenty-four hours of the start of operations to the Collector and to the Inspector within whose jurisdiction such purchasing centre is situate.(13)If a purchasing centre is opened with the intention of purchasing cane for a period of fourteen days the occupier of a factory shall (a) affix a notice at the purchasing centre at the time of opening, showing the probable duration of the period during which purchasing centre is to remain open and (b) or the same time send intimation of such duration to the Collector and to the Inspector within whose jurisdiction the purchasing centre is situate.(14)If a purchasing centre is opened with the intention of purchasing cane for a period of fourteen days or more, or if it remains open for a period of fourteen days or more, the occupier of a factory shall at least three days before he closes the purchasing centre either permanently or except as provided in sub-clause (15) (a) temporarily-(a)affix a notice to that effect at the purchasing centre specifying clearly the date on which the centre is to be closed, and(b)send intimation of the date of proposed closure to the Collector and to the Inspector within whose jurisdiction the purchasing centre is situate.(15)If a purchasing centre has to be closed owing to a breakdown of machinery or other causes necessitating an abrupt but temporary suspension of operations the occupier of a factory shall-(a)cause to be passed immediately at the purchasing centre notice indicating the probable duration of suspension;(b)cause the suspension of purchase to be otherwise advertised as widely as possible;(c)send intimation thereof immediately to the Collector and to the Inspector within whose jurisdiction the purchasing centre is situate; and(d)purchase requisitioned cane brought within twelve hours of posting of notice as aforesaid.(16)An occupier of a factory shall-(a)cause a list to be put up at each purchasing centre showing the names of the persons employed by him for, making Weighment, purchases and payments and for arranging purchases of cane at that centre;(b)cause such lists to be maintained up-to-date;(c)send a copy of the names and full particulars of the persons who are entered in those lists, within twenty-four hours of their employment, to the Collector and to the Inspector, within whose jurisdiction such purchasing centre is situate;(d)give to each person employed for making Weighment, purchases or payments, a written authority to that effect; and(e)not employ, without the permission of the Collector, for making weighments, purchases or payments any person who has been previously convicted of the breach of any provisions of the Act or Rules, or has been sentenced to imprisonment for a period exceeding six months.(17)No person, who is not authorised as aforesaid, shall make or supervise weighments, purchases or payments at any purchasing centre on behalf of an occupier of a factory.Note:- This rule is not intended to prevent responsible officers of a factory from exercising supervision.(18)On

demand by an Inspector of a person employed by an occupier of a factory for making weighments, purchases or payments shall produce the written authority given to him.] [Substituted by U.P. Sugarcane Supply and Purchase (Third Amendment) Order, 1981.](19)The occupier of a factory situate outside Uttar Pradesh may make purchases of cane in Uttar Pradesh either himself or through any person employed or appointed by him in this behalf, and in all such cases he or his employees or other persons acting or his behalf shall be bound by the rules and this order as if the factory were situate in Uttar Pradesh. Appendix Form A Offer by a Cane-grower or a Cane-grower's Co-operative Society in a reserved area of supply of cane to factory [Clause 3(2)]

1. Name of| Applicant with father's namethe Cane-grower's Co-operative Society|

2. Village, pargana and district.

3. Name and address of factory to which cane is offered.

4. Total area of land in possession fit for growing sugarcane (for individuals only).

5. Total area of land in| histhe members| cultivation under cane in 19 the members his

6. Total area of land in| histhe members| cultivation proposed to be put the members' under cane in 19

7. Estimated yield.

8. Quantity of cane estimated for sale.

9. Date of offer.

.....Signature of the cane-grower or authorised representative of a Cane-grower's Co-operative Society. Dated.....Form B Agreement between a Cane-grower and the Occupier of a factory [Clauses 3 (3) and 4 (1)] I,son of caste a cane-grower of village pargana.....district..... hereinafter to be referred to as the first party and the occupier of factory hereinafter to be referred to as the second party, hereby enter into an agreement for the sale and purchase of cane on the following terms: (1) The first party agrees to sell during the season 19_____, 19_____, his sugarcane crop standing on.....[hectares] [Substituted by Notification No. 3178/S-XVIII-C-1621-61, dated 13.10.1961.] as detailed below with an approximate yield of.....[quintals] [Substituted by Notification No. 3178/S-XVIII-C-1621-61, dated 13.10.1961.] to the second party at the minimum price notified by Government subject to deductions, if any, as may be notified by the Government from time to time. The first party further undertakes to supply good cane free from leaves, tops, and roots at the factory gate or at purchasing centre in such quantities and on such date as may be specified in the requisition slips issued by the occupier of the factory in conformity with this agreement and the

instructions issued by the Cane Commissioner.(2)The cane shall be taken by the second party in instalments equitably spread over the whole working period of the factory.(3)In the event of wilful failure to supply at least 5 per cent of the agreed quantity of sugarcane, the first party shall be liable to pay the second party compensation at a rate not exceeding [thirty three paise per quintal] [Substituted by Notification No. 3178/S-XVIII-C-1621-61, dated 13.10.1961.] on such deficit.(4)In case the first party wilfully fails to supply cane to the second party on three consecutive occasions according to the requisition made by the second party, the first party shall cease to have a claim to sell cane to the second party.(5)In the event of the second party wilfully failing to take delivery of the cane, which the first party is ready to deliver in accordance with this agreement, the second party shall be liable to pay to the first party the actual price of the quantity of such cane which he fails to purchase. In the event of the second party otherwise than wilfully failing to purchase cane in accordance with this agreement, he shall be liable to pay the first party compensation at a rate not exceeding [thirty three paise per quintal] [Substituted by Notification No. 3178-S/XVIII-C-1621-61, dated 13.10.1961.] for such quantity of cane as the second party fails to buy; provided that for any deficiency in purchase in the instalments fixed for the period after 1st day of April the second party shall be liable to pay compensation to the first party at a rate not exceeding [sixty six paise per quintal] [Substituted by Notification No. 3178-S/XVIII-C-1621-61, dated 13.10.1961.].(6)In the event of a breakdown at the factory or of other circumstances due to natural causes, calamities or accident beyond human control, arising to show that the second party will not be able to purchase the cane as he has agreed to purchase the first party, after giving a week's notice to the second party and with the previous permission of the Cane Commissioner shall have the option of making other arrangements for the disposal of the cane and in such case no compensation shall be payable by either party to the other.(7)No compensation for breach of this agreement shall be payable by either party when such breach is due to natural causes, calamities or accidents beyond human control.(8)Any dispute between the parties regarding the quality and condition of the cane, the place of delivery, the instalments and other matters pertaining to the agreement shall be referred to arbitration in the manner provided for in the rules. No, suit shall lie in Civil or Revenue Court in respect of any such dispute.....Signature of the Cane-grower(or his thumb-impression).....Signature of the Occupier or his authorised representative in token of his accepting the above contractDated.....

Area
undersugarcane_____

Village Desi

Improved_____

Ratoon Plant

1 2

3

Form CAgreement between a Cane-grower's Co-operative Society and the Occupier of a factory[Clauses 3 (3) and 4 (1)]We the Cane growers'

Co-operative Society acting through their authorized representatives, hereinafter to be referred to as the first party and the occupier of factory, hereinafter referred to as the second party, hereby enter into an agreement for the sale and purchase of cane on the following terms: (1) The first party agrees to sell during the season 19. 19 for [quintals] [Substituted by Notification No. 3178-S/XVIII-C-1621-61, dated 13.10.1961.] of sugarcane of the members of the society standing on [hectares] [Substituted by Notification No. 3178-S/XVIII-C-1621-61, dated 13.10.1961.] as detailed below with an approximate yield of [quintals] [Substituted by Notification No. 3178-S/XVIII-C-1621-61, dated 13.10.1961.] to the second party at the minimum price notified by Government from time to time, provided that the price payable by the second party to the first party shall not in any case be lower than that paid generally by the second party to other growers of the villages in which Co-operative Societies operate. The first party further undertakes to supply good cane free from leaves, tops and roots at the factory gate or at purchasing centre in such quantities and on such dates as may be specified in the requisition slip issued by the occupier or manager of the factory in conformity with this agreements and the instructions issued by the Cane Commissioner. (2) The cane shall be taken by the second party in instalments equitably spread over the whole working period of the factory. (3) In the event of wilfully failure to supply at least eighty-five per cent of the agreed quantities of sugarcane, the first party shall be liable to pay the second party compensation at a rate not exceeding [thirty three paise per quintal] [Substituted by Notification No. 3178-S/XVIII-C-1621-61, dated 13.10.1961.] on such deficit. (4) In case the first party wilfully fails for a fortnight to supply cane to the second party in accordance with the requisition made by the second party, the first party shall cease to have a claim to sell cane to the second party. (5) The second party shall ordinarily send his requisition for cane to the first party at least four days before the cane is required and will not make changes within this period without sufficient reasons. (6) In the event of the second party without wilfully failing to take delivery of the cane, which the first party is ready to deliver in accordance with this agreement, the second party shall be liable to pay to the first party the actual price of the quantity of such cane which he fails to purchase. In the event of the second party otherwise than wilfully failing to purchase cane in accordance with this agreement he shall be liable to pay the first party compensation at a rate not exceeding [thirty three paise per quintal] [Substituted by Notification No. 3178-S/XVIII-C-1621-61, dated 13.10.1961.] for such quantity of cane as the second party fails to buy; provided that for any deficiency in the purchase in the instalments fixed for the period after 1st day of April, the second party shall be liable to pay compensation to the first party at a rate not exceeding [sixty six paise per quintal] [Substituted by Notification No. 3178-S/XVIII-C-1621-61, dated 13.10.1961.]. (7) In the event of a breakdown at the factory or of other circumstances due to natural causes, calamities or accidents beyond human control arising to show that the second party will not be able to purchase the cane he has agreed to purchase, the first party, after giving a week's notice to the second party and with the previous permission of the Cane Commissioner, shall have the option of making other arrangements for the disposal of the cane and in such case no compensation shall be payable by either party to the other. (8) No compensation for breach of this agreement shall be payable by either party when such breach is due to natural causes, calamities or accidents beyond human control. (9) Any dispute between the parties regarding the quality and condition of the cane, the place of delivery, the instalments and other matter pertaining to this agreement, shall be referred to arbitration in the manner provided for in the rules. No suit shall lie in a civil or revenue court in respect of any such dispute.....Signature of the

authorised representative of Cane-grower's Co-operative Society Ltd.....Signature of the
occupier or his authorised representative in token of his accepting the above
contract. Dated.....

Area
under sugarcane

Village	Desi	Improved	Approximate yield in[Quintals]	Quantity agreed for sale	Remarks
			[Substituted by Notification No. 3178-S/XVIII-C-1621-61, dated 13.10.1961.]		
Ratoon Plant					
1	2	3	4	5	6
					7

[Form D] [Forms D and E omitted by U.P. Sugarcane Supply and Purchase (Third Amendment)
Order, 1980, dated 1.11.1980.][Form E] [Forms D and E omitted by U.P. Sugarcane Supply and
Purchase (Third Amendment) Order, 1980, dated 1.11.1980.]