The Uttar Pradesh Sugarcane Supply and Purchase Order, 1954

[Under section 16 of the U.P. Sugarcane (Regulation of Supply and Purchase) Act, 1953]

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The Uttar Pradesh Sugarcane Supply and Purchase Order, 1954

September 1, 1954

(As amended)

No. 2662-III-S/XVIII-C-1723-53- In 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 it's publication in the Gazette:

Short title and commencement.

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

Definitions.

2.In this order unless there is anything repugnant in the subject or context:
(a)"Act" means the Uttar Pradesh Sugarcane (Regulation of Supply and Purchase) Act, 1953; (b)"Rules" mean the Uttar Pradesh 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.

Purchase of cane in reserved area.

3.(1) The occupier of a factory shall estimate or cause to be estimated by the 31st day of 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-growers' Co-operative Society may within fourteen 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-growers' Co-operative Society, as the case may be, in respect of cane offered: Provided that any purchase of cane made before the execution of the prescribed agreement shall be deemed to have been make 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.

Purchase of cane in assigned area.

4. 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-growers Co-operative Society for the purchase from the assigned area, of such quantity of cane as may be fixed by the Cane Commissioner:

Provided that any purchase of cane made before the execution of the prescribed agreement shall be deemed to have been make in accordance with such agreement.]

1*Substituted* by Clause (2) of Amendment Order Notification dated 01.11.1980

General provisions regarding purchase of cane.

5.(1) 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 centres in the said area of requisition slips and identification cards to the growers by the occupier of the factory.]

(2) 1[Notwithstanding anything in sub-clause (1) requisition slips and identification cards to members of a Cane-growers' Co-operative Society shall not be issued except by such Society.] **(3)**

1[An occupier of a factory or Cane-growers' 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) 2[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.]

(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) 1[No person other than a cane-grower or a Cane-growers' Co-operative Society shall sell cane to the occupier of a factory.]

(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 therefore or for issuing requisition slips or identification cards or for showing or forbearing to show, in connection with the bonding, weighment or purchase or supply of or payment for cane, favour or disfavor to any person.

(9) No person shall falsely represent himself as a grower of cane or as authorized by such grower to deliver cane on his behalf or as a person authorized in writing by the grower to receive payment on his behalf.

(10)1[The occupier of a factory shall alter the location of or establish or close a purchasing centre at a particular place for the supply of cane to the factory, if so directed by the Cane Commissioner.]

(11)[1][Save with the previous approval of the Cane Commissioner, no occupier of a factory shall purchase cane consigned by a cane-grower 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)[1][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.]

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[1]*Substituted* by Clause (2) of Amendment Order Notification dated 01.11.1980
[2]*Substituted* by Amendment Order Notification dated 21.07.1964

(13)[1][If a purchasing centre is opened with the intention of purchasing cane for a period of less than 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 the purchasing centre is to remain open, and
(b) at 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 posted immediately at the purchasing centre notice indicating the probable duration of the 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 all 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 center showing the name of the persons employed by him for making weighments, 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 weighments, purchases or payments, a written authority to that effect, and
(e) not employ, without the permission of the Collector, for making weighments, purchases or payment, any person who has been previously convicted of the breach of any provision of the Act or Rules, or has been sentenced to imprisonment for a period exceeding six months.
(17) No person, who is not authorized 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.]

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[1]*Substituted* by Clause (2) of Amen d 01.11.1980

(18) 1**[**On demand by an Inspector a person employed by an occupier of a factory for making weighments, purchases or payments, shall produce the written authority given to him.]

(19) The occupier of a factory situate outside Uttar Pradesh may take purchases of cane in Uttar Pradesh either himself or through any person employed or appointed by him in his behalf, and in all such cases he or his employees or other persons acting on his behalf shall be bound by the rules and this order as if the factory were situate in Uttar Pradesh.

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1*Substituted* by Clause (2) of Amendment Order Notification dated 01.11.1980

APPENDIX

Form A

Offer

by a cane-grower or a Cane-growers' Co-operative Society in a reserved area for supply of cane to factory.

[Clause 3(2)]

1. Name of Applicant with father's name/ the Cane-growers' Co-operative Society.
2. Village, paragana 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 his/ the members' cultivation under cane in 19.
6. Total area of land in his/ the members' cultivation proposed to be put under cane in 19. 7. Estimated yield.
8. Quantity of cane estimated for sale.
9. Date of offer.

Signature of the cane-grower or authorized representative of a Cane-growers' Co-operative Society. *Dated ...*

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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 as detailed below with an approximate yield of ……... quintals to the second party at the minimum price notified by Government subject to such 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 dates 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 willful failure to supply at least eighty-five 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 naye Paise per quintal on such deficit.

(4) In case the first party willfully fails to supply cane to the second party on three consecutive occasions according to the requisition make 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 willfully 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 willfully 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 naye Paise per quintal 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 naye Paise per quintal.

(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 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 arrangement 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 a civil or revenue court in respect of any such

Signature of the cane-grower. (or his thumb impression)

Dated .....

Signature of the occupier or his authorized representative in token of his accepting the above contract.

Village	Area under sugarcane			Approximate yields in quintals	Quantity agreed for sale	Remarks
	Desi	Improved				
		Ratoon	Plant			
1	2	3	4	5	6	7

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Form C

Agreement
between a Cane-growers' 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 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..... quintals of sugarcane of the members of the society standing on ……. hectares as detailed below with an approximate yield of …… quintals to the second party at the minimum price notified by Government subject to such deductions, if any, as may be notified by the 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 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 willful 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 naye Paise per quintal on such deficit.

(4) In case the first party willfully fails to supply cane to the second party 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 vent of the second party willfully 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 willfully failing to purchase cane in accordance with this agreement, he shall be liable to pay to first party compensation at a rate not exceeding thirty-three naye Paise per quintal 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 naye Paise per quintal.

(7) 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 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 arrangement 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 matters pertaining to the 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 authorized representative of Cane-growers' Co-operative Society Ltd.

Dated ……

Signature of the occupier or his authorized representative in token of his accepting the above contract.

Village	Area under sugarcane			Approximate yield in agreed quintals for sale	Quantity	Remarks
	Desi	Improved				
		Ratoon	Plant			
1 2	*3*	*4*	*5*	*6*	*7*	
			***			

Form D

[1][***]

Form E

[1][***]

_____ [1]*Omitted* by Clause (3) of Amendment Order Notification dated 01.11.1980