

Capacity of Machines	Maximum error allowed in deficiency when fully loaded
Kg.	Kg.
25,000	10.8
30,000	12.2
40,000	14.6
60,000	18.0
80,000	21.0
1,00,000	25.4
2,00,000	38.0

THE U.P. SUGARCANE SUPPLY AND PURCHASE ORDER, 1954

Notification No. 2662-III-S-XVIII-C-1723-53, dated
September 1, 1974, Published in U.P. Gazette,
dated September 4, 1954 Part I-A

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 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 late 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 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 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. Purchases 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-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 made in accordance with such agreement.

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 the 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) 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) 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.

²[(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.]

(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.

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

1. Subs. by UP Sugarcane Supply and Purchase (Third Amendment) Order, 1980, dated 1-11-1980. (Notification No. 5678-S-XVIII-(5)-1565-80, dated Nov. 1, 1980.
2. Subs. by No. 4864-S/XVIII-C-1618-1963, dated July 21st, 1964.
3. Subs. 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 weighing, 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 after 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 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) 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 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 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) temporary—

(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 break down of machinery or other causes necessitating an abrupt but temporary suspension of operations the occupier of a factory shall—

1. Subs. by U.P. Sugarcane (Supply and Purchase) (Third Amendment) Order, 1981.

- (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 weighments, purchases and payment 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 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 payment 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.]

(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 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.

APPENDIX

FORM A

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

[(Clause 3(2))

Applicant with father's name

1. Name ofthe Cane-growers' Co-operative Society.

2. Village, pargana and district.
3. Name and address of a 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 $\frac{\text{his}}{\text{the members'}}$ cultivation under cane in 19.....
6. Total area of land in $\frac{\text{his}}{\text{the members'}}$ 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 is
 authorised representative of a
 cane-growers' Co-operative
 Society.*

Dated.....

FORM B

Agreement between a cane-grower and the occupier of a factory

[(Clause 3(3) and (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.....¹(hectares as detailed below with
 an approximate yield of.....²[quintals] 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 undertake 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.

1. Subs. by Notl. No. 3168-S/XVIII-C-162-61, dated 13-10-1961.
2. Subs. by Notl. No. 3168-S/XVIII-C-162-61, dated 13-10-1961.

(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 ¹[thirty three naye
 paise per quintal] on such deficit.

(4) In case the first party wilfully fails to supply cane to the second
 party on three consecutive occasion 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 ²[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 ³[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 agreements
 for the disposal of the cane and in such 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-impresiori)
 Signature of the occupier or
 his authorised representatives
 in token of his accepting
 the above contract.*

Dated.....

1. Subs. by Notl. No. 3168-S/XVIII-C-162-61, dated 13-10-1961.
2. Subs. by Notl. No. 3168-S/XVIII-C-162-61, dated 13-10-1961.
3. Subs. by Notl. No. 3168-S/XVIII-C-162-61, dated 13-10-1961.

Village	Area under sugarcane		Approximate yield in [quintals]	Quantity agreed for sale	Remarks	

	Desi	Plant				
1	2	3	4	5	6	7

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 authorised 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.....²[quintals] of sugarcane of the members of the society standing on.....³[hectares] as detailed below with an approximate yield of.....⁴[quintals] to the second party at the maximum price 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 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 ⁵[thirty three naye paise per quintal] on such deficit.

1. Subs. by Notl. No. 3168-S/XVIII-C-162-61, dated 13-10-1961.
2. Subs. by Notl. No. 3168-S/XVIII-C-162-61, dated 13-10-1961.
3. Subs. by Notl. No. 3168-S/XVIII-C-162-61, dated 13-10-1961.
4. Subs. by Notl. No. 3168-S/XVIII-C-162-61, dated 13-10-1961.
5. Subs. by Notl. No. 3168-S/XVIII-C-162-61, dated 13-10-1961.

(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 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 compensation at a rate not exceeding ¹[thirty three naye paise per quintal] for such quantity of cane as the second party fails to buy : provided that for any deficiency in the purchase in the instalment 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 ²[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 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 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
-growers' Co-operative
Society Ltd.

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

Date.....

1. Subs. by Notl. No. 3178-S/XVIII-C-1621-21, dated 13-10-1961.
2. Subs. by Notl. No. 3178-S/XVIII-C-1621-21, dated 13-10-1961.

Village	Area under sugarcane		Approximate yeld in [quintals]	Quantity agreed for sale	Remarks	

	Desl	-----				
	Ratoon	Plant				
1	2	3	4	5	6	7

²[FORM D]³[FORM E]

U.P. SUGAR AND GUR DEALERS LICENSING ORDER, 1962⁴

Whereas the State Government is of the opinion that it is necessary and expedient so to do, in the present national emergency, for maintaining the supplies of ⁵[sugar and/or gur] and for securing its equitable distribution and availability at fair prices;

And whereas the powers conferred on the Central Government by Section 3 of the Essential Commodities Act, 1955 (Act X of 1955), to make orders provide for the matters specified in clauses (a), (b), (d), (e), (f), (h), (i), (ii) and (k) of sub-section (2), thereof, in relation to foodstuffs has been delegated to the State Government, *vide* Government of India, Ministry of Food and Agriculture (Department of Food) G.S.R. No. 888, dated June 28, 1961.

Now, therefore, in pursuance of the authority delegated and with the price concurrence of the Central Government, the Governor of Uttar Pradesh is pleased to make the following Order :

Note

Rescission and Saving.—Order 15 of the U.P. Schedules Commodities Dealers' (Licensing and Restriction on Hoarding) Order, 1989 is as below—

(1) The U.P. Foodgrains Dealers' and Licensing and Restrictions on Hoarding Order, 1976. The U.P. Oil-seeds and Oil-seeds Products Control Order, 1986. The U.P. Pulses and Storage Control Order, 1979 and the

1. Subs. by Notl. No. 3168-S/XVIII-C-162-61, dated 13-10-1961.
2. Forms D and E omitted by U.P. Sugar Cane Supply and Purchase (Third Amendment) Order 1980, dated 1-11-1980.
3. *Ibid.*
4. Published by Notl. No. 2115-XXIX—BD (3)-S-30-60, dated January 1, 1963. *vide* U.P. Gazette, Extraordinary, dated 1-1-1963. The words "U.P. Sugar and Gur Dealers Licensing Orders, 1962" was substituted by Notl. No. 3343/XXIX-(3)-S-98-63, dated July 4, 1963.
5. Subs. by Notl. No. 3443/XXIX-BD-(3)-S-98-63, dated July 4, 1964.

U.P. Sugar and Gur Dealers' Licensing Order, 1962 are hereby rescinded and the provisions of Sections 6, 8 and 24 of the General Clauses Act, 1897, shall apply as they apply in relation to repeal and re-enactment of Central Act.

(2) Notwithstanding such rescission any appointment made, licence or permit granted, or direction issued under the provisions of any of the orders so rescinded as amended, from time to time, and in force immediately before the commencement of this order shall be deemed to have been made, granted or issued under this order so far as they are consistent with the provisions of this order.

U. P. SUGAR (CONTROL) ORDER, 1966¹

Notification No. 6974/XXIX-B-I-S—59-1966, dated June 30, 1966

Whereas, the State Government is of opinion that it is necessary and expedient so to do, for maintaining the supplies of sugar and for securing its equitable distribution and availability at fair prices.

Now, therefore, in exercise of the powers under Section 3 of the Essential Commodities Act, 1955 (Act No. X of 1955), read with the Government of India, Ministry of Food, Agriculture Community Development and Co-operation (Department of Food), G.S.R. No. 906, dated June, 9, 1966 read with Section 21 of the General Clauses Act, 1897 (Act No. X of 1897) and all other powers enabling him in this behalf and in supersession of U.P. Sugar (Control) Order, 1963, published in the U.P. Gazette, Extraordinary, dated August 31, 1963 and with prior concurrence of the Central Government, the Governor of Uttar Pradesh is pleased to make the following Order :

1. Short title and commencement.—(1) This order may be called the U.P. Sugar (Control) Order, 1966.

(2) It extends to the whole of Uttar Pradesh.

(3) It shall come into force at once.

2. Definitions.—In this Order, unless the context otherwise requires—

(a) 'authorised retailer' means a person appointed as such by the District Magistrate to purchase, sell or distribute ²[levy sugar] in retail to the consumers;

(b) 'bulk consumer' means a person, other than ³[authorised dealer] of authorised retailer, to whom an ⁴[authorised dealer] sells ⁵[levy sugar] at wholesale rate for consumption in his own establishment or undertaking for the purpose of processing any food-stuff;

1. Published in U.P. Gazette, Extraordinary, dated June 30, 1966.
2. Subs. by Notl. No. 597/XXIX—B-1-S—30-56, dated 13th March 1970.
3. Subs. by Notl. No. 1945/XXIX-B-I-S—49-66, dated 15th April, 1968.
4. Subs. by Notl. No. 1945/XXIX-B-I-S—49-66, dated 15th April, 1968.
5. Subs. by Notl. No. 597/XXIX—B-1-S—30-56, dated 13th March 1970.