

Tripura Agricultural Produce Markets (Second Amendment) Act, 2007

8 of 2007

[11 May 2007]

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Tripura Agricultural Produce Markets (Second Amendment) Act, 2007

8 of 2007

[11 May 2007]

AN ACT Further to amend the Tripura Agricultural Produce Markets Act, 1980 Be it enacted by the Tripura Legislative Assembly in the fifty eighth year of Republic of India as follows:-

1. Short Title And Commencement :-

- (1) This Act may be called the Tripura Agricultural Produce Markets (Second Amendment) Act, 2007.
- (2) It shall come into force at once.

2. Amendment Of Section 2 :-

In the Tripura Agricultural Produce Markets Act, 1980 (hereinafter called "The Principal Act") in Section 2

- (i) after clause (bb) of Sub-Section (1) the following clauses shall be inserted, namely;-

(bbb) "SC & ST" means the persons defined under clauses 24 & 25 of article 366 of the Constitution of India.

(bbbb) "OBC" means the Other Backward Classes of citizens as specified by the State Govt. from time to time.

(ii) after sub-clause (iii) of clause (f) the following sub-clause shall be inserted, namely;-

(iv) "ADC" Village Committee, that committee.

(iii) -after clause (g), the following clause shall be inserted, namely;-

(99) "Special Market" means a market notified as such established under section 22(B) of this Act.

(iv) after clause (h) the following clause shall be inserted, namely;-

(hh) "Private Market Yard" means such place other than the Market Yard / Sub-Market Yard in the market area where infrastructure has been developed and managed by a person for marketing of notified agricultural produce holding a licence for this purpose under section 30 (A).

(v) after clause (r) the following clauses shall be inserted, namely;-

(s) "Contract Farming" means farming by a person called "Contract Farming Producer" under a written agreement with another person called "Contract Farming Sponsor" to the effect that his firm produce shall be purchased as specified in the agreement.

Explanation :- "Contract Farming Producer" means individual agriculturist or association of agriculturists whatever name called registered under any Law for the time being in-force. In North-Eastern States where the ownership of control over the agricultural land lies with Village Panchayat or similar body legally recognized, such body will be treated as "Contract Farming Producer".

(t) "Contract Farming Agreement" means the agreement made for contract farming between contract farming sponsor & contract farming producer.

3. Amendment Of Section 3 :-

In the Principal Act, in Section 3

(i) For Sub-Section (1) the following shall be substituted, namely;-

" (1) upon a representation made by any person, local authority or by any growers of any agricultural produce within the area for which a market is proposed to be established or other wise the State Govt. may by notification declare its intention of developing and regulating the marketing of such agricultural produce and in such area as may be specified in the notification".

(ii) In Sub-section (2) the words " sixty days" shall be substituted by the words " thirty days".

4. Amendment Of Section 4 :-

(i) In the Principal Act, after clause (b) of sub-section (2) of section 4, the following clauses shall be inserted, namely; -

(c) to amalgamate two or more market areas and constitute one market committee thereof.

(d) to split up a market area and to constitute two or more market committee thereof.

(e) to de-establish a market.

(ii) Sub-section (3) of Section 4 shall be deleted.

5. Amendment Of Section 5 :-

In the Principal Act, in Section 5

(i) For Sub-section(1) the following shall be substituted, namely;-

"(1) in every market area, there may be (i) Market Yard managed by Market Committee, (ii) one or more than one Sub-Market Yard managed by Market Committee, (iii) one or more than one Private Market Yard / Private Markets managed by persons other than Market Committee, (iv) one or more than one farmer / consumer markets managed by persons other than Market Committee."

(ii) after Sub-section (2) the following sub-section shall be inserted, namely;-

"(3) no place or area as declared principal market or sub-markets to be used for purchase or sale of any agricultural produce specified in the notification issued there under or levy any fees on such agricultural produce sold in the market area by any other person or local authority".

6. Amendment Of Section 7 :-

In the Principal Act, after clause (a) of Sub-section (1) of Section 7, the following clause shall be inserted, namely;-

"(aa) provided that, out of six members of Agriculturists, at least one shall belong to each of the following section of the Society :-

1. SC/ST -- 1 member
2. OBC -- 1 member
3. Women -- 1 member

Further provided that, if no women Agriculturist is available as defined under this Act, to be elected as representative of Agriculturist within the market area, than the member shall be elected from the rest section of the society.

7. Amendment Of Section 8 :-

In the Principal Act, with Section 8 the following proviso shall be inserted, namely;-

"Provided that no immovable property shall be acquired or transfered by way of sale, lease or otherwise without the prior permission of the Director".

8. Amendment Of Section 9 :-

In the Principal Act, in Sub-Section (4) of Section 9 the words "three years" shall be substituted by the words "five years".

9. Amendment Of Section 17 :-

In the Principal Act for Section 17, the following shall be substituted namely; -

" The President of the Market Committee may resign his office at any time in writing addressed to the Director and office shall become vacant on the expiry of fifteen clear days from the date of such resignation, unless within the said period of fifteen days he withdraws the resignation in writing addressed to the Director.

10. Insertion Of New Section 19A :-

In the Principal Act, after Section 19 the following section shall be inserted, namely;-

(i) "19 A(1) A motion of no confidence may be moved against the President at a meeting of the Market Committee which shall be held in the prescribed manner within 30 days of the date of received of the notice of motion of the no confidence."

(ii) (2) If the motion against the President convent under sub-section (1) is carried by a majority of not less than two third of the members of the Committee, ceased to be President as the case may be.

(iii) (3) The President shall not preside over the meeting, but such meeting shall be presided over by an officer of the State Govt. as the Director may appoint for the purpose. However, the President shall have the right to speak and other to take part in the proceedings of the meeting.

(iv) (4) If the motion of no confidence is not accorded as aforesaid or if the meeting could not be held for want of quorum, no notice of any subsequent motion expressing vote of confidence in the same President shall be made until after the expiry of six months from the date of such scheduled meeting.

11. Insertion Of Chapter Ii A :-

In the Principal Act, after chapter II, and before chapter III the following chapter and provisions there under shall be inserted, namely :-

Chapter II A

Classification of Market and Special Market

(i) Classification of Market-

22 A The State Govt. / Director / Managing Director may classify the market constituted under Section 4 into various categories on the basis of the criteria as may be prescribed.

(ii) Special Market and Special Commodity Market-

22.B (1) State Government may by Notification declare any market area as Special Market or Special Commodity Market after consideration of such aspects as turn-over, serving large area and special infrastructure requirements of particular commodity, to be operated in addition to the existing market

(2) Save as provided under Sub-Section (2) of Section 4 the State Government may by notification, establish separate Market Committee for effective implementation of provisions of this Act for such markets which are notified as special market under Sub-section (2).

(3) All provisions for and in relation to the Market Committee made in the Act shall mutatis mutandis apply to the Market Committee established for the special market under Sub-section (2).

(iii) Constitution of Market Committee for Special Market-

22. C (1) Save as provided under Sub-Section 2 of section 4 every Market Committee for special market shall consist of following number of members namely;-

1 . Agriculturists (to be nominated by the State Govt. from amongst the agriculturists residing in the State)- Five.

2. Traders (to be nominated by the State Government from amongst the traders

holding trading licence in any Market Committees in the State). Out of the traders so nominated, at least two shall hold the licence from the Market Committee of Special Market - Four.

3. Municipal Commissioner or his nominee of the area where the Special market is located - One.

4. The Collector or his nominee of the District in which Special Market is located - One.

5. Chief Town Planner or the authority exercising such powers - One.

6. Representative of the Registrar of Cooperative Societies -One

7. Director of Marketing of the State or his nominee (ex-officio member) - One.

8. General Manager (or his nominee) of the State Agricultural Marketing Board (ex-officio Member) -One.

9. Representative of other States where from arrivals are received by the special market (to be nominated by the respective State Government on receipt of request for such nomination by the State Government where Special Market is located - Three. (preferably growers)

10. Executive Member (to be appointed by the State Government. Executive member shall Act as the Market Secretary of the Market Committee) - One.

11. Agricultural Marketing Adviser to the Government of India or his nominee - One.

(2) The Market Committee shall meet at least once in six months.

(iv) President and Vice President for Special Market-

22. D The Market Committee, for Special Market shall have President and Vice President who may be nominated by the State Government for such period as may be specified. The members shall hold office during the pleasure of the State Government.

(v) Executive Committee for Special Market

22.E. (1) There shall be Executive Committee of the Market Committee of the Special Market consisting of

(i). One representative of the traders holding the trading license in the Market Committee of Special Market.

(ii). One representative of growers.

(iii). Representative of the Registrar of Cooperative Societies.

(iv), Director of Marketing or his nominee.

(v). General Manager (or his nominee) of the State Agricultural Marketing Board.

(vi). Executive Member of the Market Committee who shall Act as the Member-Secretary of the Executive Committee.

(vi) (2) In case of emergency, the Executive committee may decide issues requiring approval of the Market Committee However, such decisions shall have to be approved by the Market Committee within 45 days from the date, such decisions have been taken. Failure in doing so or in the event of disapproval of such decisions by the Market Committee, such decisions shall stand null and void.

(vii) (3). The Executive Committee meet(sic) often as necessary, but at least once in (sic)hs.

(viii) 22.F. Executive member of the Market Committee shall Act as the Market Secretary of the Market Committee of the Special Market. The Market Secretary shall-

- (i). Exercise supervision and control over the officers and staff of the Market Committee in matter of executive administration, concerning accounts and records and disposal of all questions relating to the services of the officers and staff of the Market Committee as per the prescribed procedure.
- (ii). Appoint officers and staff of the Market Committee as per direction and procedure prescribed by the Market Committee.
- (iii). Incur expenditure from the Market Committee fund for the sanctioned items of work.
- (iv). In cases of emergency, direct the execution or stoppage of any work and doing of any Act which requires the sanction of the Market Committee.
- (v). launch prosecution for violation of provision of this Act and rules and by-laws made thereof.
- (vi). Issue licences to the functionaries operating in the market.
- (vii). Prepare Annual budget of the Market Committee.
- (viii). Arrange for summoning the meetings of the Market Committee and maintenance of records of the proceedings of such meetings.
- (ix). Inspect from time to time the construction work undertaken by the Market Committee and send report of such inspection to the Chairman of the Market Committee.
- (x). report such acts of the Market Committee or members of the Market Committee including the Chairman and Vice-Chairman which are contrary to the provisions of this Act and Rules and by-laws framed thereof to the Director of Marketing.

Chief Executive of the Market Committee of Special Market, functions & Powers.

- (xi). Take such steps as deemed necessary for effective discharge of the functions and decisions of the Market Committee.

12. Amendment Of Sub-Section (1) Of Section 29 :-

In the Principal Act, for Sub-section (1) of Section 29 the following shall be substituted namely;-

"(1) The Market Committee may appoint Market Secretary from among the professionals drawn from open market with the approval of director as per recruitment rules of the State Govt. The salary and condition of service of Market Secretary so appointed by the Market Committee shall be such as may be prescribed.

If the Market Committee fails to appoint Market Secretary as stated above, the State Govt. may appoint a person from amongst the nominated members of the Committee as Market Secretary and that appointment shall be binding on the Market Committee."

13. Insertion Of Chapter Iv A Procedure And Form Of Contract Farming Agreement :-

In the Principal Act, after chapter IV, and before chapter V the following chapter and provisions there under shall be inserted, namely;-

"Chapter IV A

Contract Farming"

29 B Contract Farming shall be governed in the manner laid down herein after:

(1). Contract Farming sponsor shall register himself with the Market Committee or with a prescribed officer in such manner as may be prescribed.

(2). The Contract Farming sponsor shall get the contract farming agreement recorded with the officer prescribed in this behalf. The contract farming agreement shall be in such form containing such particular, terms and conditions as may be prescribed.

Notwithstanding anything contained in Contract Farming agreement, no title, rights, ownership or possession shall be transferred or alienated or vested in the contract farming sponsor or his successor or his agent as a consequence arising out of the contract farming agreement.

(3). Disputes arising out of Contract Farming agreement may be referred to an authority prescribed in this behalf for settlement. The prescribed authority shall resolve the dispute in a summary manner within 30 days after giving the parties a reasonable opportunity of being heard, in the manner prescribed.

(4). The party agreed by the decision of the prescribed authority under Sub-section (3) may prefer an appeal to an Appellate Authority within thirty days from the date of decision. The Appellate Authority shall dispose of the appeal within thirty days after giving the parties a reasonable opportunity of being heard and the decision of the Appellate Authority shall be final. (5). The decision by the authority under Sub-section (3) and decision in appeal under Sub-section (4) shall have force of the decree of the civil court and shall be enforceable as such and decretal amount shall be recovered as arrears of land revenue.

(6). Disputes relating to and arising out of Contract Farming agreement shall not be called in question in any court of law then otherwise here in above.

(7). The agricultural produce covered under the Contract Farming agreement may be sold to the contract farming sponsor outside the market yard and in such a case, no market fees in the levy able".

29.C. Addendum on Contract Farming Agreement and its Model Specifications shall be as per SCHEDULE - B."

14. Establishment Of Consumer / Farmer Markets (Direct Sale By The Producer) :-

In the Principal Act, in chapter-V, after Section 30, the following new Section 30 A and 30 B shall be inserted, namely;-

(i) " 30 A The Director may grant licence to purchase agricultural produce by establishing private yards or direct from agriculturists in one or more market area for

(i) process of the notified agricultural produce :

(ii) trade of notified agricultural produce of particular specification;

(iii) export of notified agricultural produce;

(iv) grading, packing and transaction in other way by value addition of notified agricultural produce:

Insertion of new section 30 A and 30 B Establishment of private yards & direct purchase of the agricultural produce from agriculturists (Direct purchasing from producers)

(ii) 30 B. (i). Consumer / Farmer market may be established by developing infrastructure as prescribed, by any person in any market area. At such place,

producer of agricultural produce himself may, as prescribed, sell his produce directly to the consumer.

Provided that the consumer may not purchase more than such quantity of a commodity at a time in the consumer market as may be prescribed.

(ii). Market service charge shall be collected on sale of agriculture produce by the seller and will be remitted to the proprietor of the consumer market.

(iii). Save as otherwise provided in this Act no market fee shall be levy able on the transactions undertaken in the consumer / Farmers market.

(iv). Licence for establishment of consumer / farmer market shall be granted by the State Govt. / Director."

15. Amendment Of Section 31 :-

In the Principal Act, for Sub-section (1) and the proviso thereof of Section 31 the following shall be substituted, namely;-

" (1) Any person who under Section 30 A desires to purchase notified agricultural produce direct from agriculturists or wishes to establish a private yard or under section 30 B desires to establish a consumer / farmer market in one or more than one market area and the person desires to use any place in the market area for the marketing of agricultural produce as desired by notification under section 4 or desires to operate in the market area by the trader, commission agent, surveyor, processor, weighman, measurer etc. in relation to the marketing of agricultural produce shall apply for the licence as prescribed under section 30 for grant, renewal of licence in the manner prescribed by the State Govt.

Provided that the Director may, where a Market Committee has not been constituted or has not started functioning, subject to any rules that may be made in this behalf, grant a licence for the marketing of agricultural produce or for operating in any market area as a trader, commission agent, processor, weighman, measurer, surveyor, ware houseman or any other capacity."

16. Amendment Of Sub-Section (1) Of Section 32 :-

In the Principal Act, the word "Director/" shall be inserted in Sub-section (1) of Section 32 before the word " a Market Committee."

17. Amendment Of Sub-Section (1) Of Section 34 :-

In the Principal Act, for Sub-section (1) of Section 34 the following shall be substituted, namely;-

"(1) Dispute between the private or the consumer market and the Market Committee shall be referred to Director or any other Officer of State Govt. in this regard as may be prescribed.

Dispute between buyers and sellers of agricultural produce or their agent including any dispute regarding quality, weights or payment or any matter in relation to the regulation of marketing of agricultural produce in the market area shall be referred to respective Market Committee.

The Director / Market Committee may appoint an arbitrator as the case may be for the settlement of the dispute."

18. Addition Of New Schedule To The Act :-

The existing Schedule to the Act shall be read as Schedule - A and the new schedule appended to the Act shall be read as Schedule - B.

Schedule - B

CONTRACT FARMING AGREEMENT

AND ITS MODEL SPECIFICATIONS

(All clauses of the agreement are subject to the respective explanatory note given under "Contents of a Model Contract Farming Agreement")

T H I S AGREEMENT is made and entered into at.....on
the.....day of 2006

between.....age.....residing
a t, herein after called the
party of the first part (which expression shall unless repugnant to the context or
meaning thereof mean and include his heirs, executors, administrators and
assigns) of the one part and M/Sa Pvt./ Public
Limited Co. incorporated under the provision of Companies Act 1956 and having
its registered office atherein
after called the second part (which expression shall unless repugnant to the
context or meaning thereof mean and include its successor and assigns) of the
other part.

WHERE AS the party of the first part is the owner / cultivator of the agricultural
land bearing the following particulars.

Village Gut No. Area in Hect. Tehsil & Dists. State

AND WHERE AS, the party of the second part is trading in agricultural use and
also providing technical know how in respect of land preparation, nursery,
fertilization, pest management, irrigation, harvesting & alike things.

AND WHERE AS, the party of the second part is interested in the items of the
agricultural produce more particularly mentioned in Annexure - I here to
annexed and at the request of the party of the second part, party of the first
part has agreed to cultivate and produce the items of agricultural produce
mentioned in the Annexure I here to annexed.

AND WHERE AS, the party is hereto have agreed to reduce in writing the terms
& conditions in the manner here in after appearing.

NOW, THESE PRESENCE WITNESSTH AND IT IS HEREBY AGREED BY AND
BETWEEN THE PARTIES AS FOLLOWS:

Clause 1

The party of the first part agrees to cultivate and produce and deliver to the
party of the second part and the party of the second part agrees to buy from
the party of the first part the items of the agricultural produces, particulars of
the items, quality, quantity and price of the items are more particularly
mentioned in the Annexure I here to annexed.

Clause 2

The Agricultural produce, particulars of which are mentioned in the Annexure I
here to, will be supplied by the party of the first part to the party of the Second
part within the period of.....months/ years from the date hereof

OR

It is expressly agreed between the parties hereto that this agreement is for

Agricultural produce particulars of which are described in Annexure I hereto and for a period of.....months/ years and after expiration of said period, these agreement will automatically come to an end

Clause 3

The party of the First part agrees to cultivate, produce and supply quantity mentioned in Annexure Thereto annexed to the party of the Second part.

Clause 4

The party of the First part agrees to supply the quantity contracted according to the quality specifications stipulated in Annexure I. If the Agricultural produce is not as per the agreed quality standard, this party of the Second part will be entitled to refuse to take the delivery of the Agricultural produce only on this count Then

(a) The party of the First part shall be free to sell the produce to the party of the Second part at a mutually renegotiated price OR

(b) In open market (to bulk buyer viz exporter/ processor/ manufacturer etc.) and if he gets a price less than the price contracted, he will pay to the party of the Second part for his investment proportionately less OR

(c) In the market yard and if the price obtained by him is less than contracted price, then he will return proportionately less for the party of the Second investment.

In the event, the party of the Second part refuses / fails to take delivery of the contracted produce for his own reasons then the party of the First part will be free to sell the produce in the open market and if the price received is lower than the contracted price viz difference will be on account of the party of the Second part and the party of the Second part shall pay the said difference to the party of the First part within a period of.....days from asserting the said difference.

Clause-5.

The party of the First Part agrees to adopt instruction/ practices in respect of land preparation, nursery, fertilization, pest management, irrigation, harvesting and any other as suggested by the party of the Second part from time to time and cultivate and produce the items as per specification mentioned in the Annexure-1 hereto.

Clause-6.

It is expressly agreed by and between the parties hereto that buying will be as per the following terms and buying slips will be issued immediately after the purchase.

Date Delivery point Cost of Delivery-

It is further agreed that it will be the responsibility of the party of the Second part to take in to possession of the contracted produce at the delivery point agreed after it is offered for delivery and if he fails to take delivery within period then the party of the First part will be free to sell the agricultural produce contracted as under :-

(a) In the open market (bulk buyer viz exporter/ processor/ manufacturer etc.), and if he gets a price less then the price contracted, he will pay to the party of the Second part for his investment proportionately less.

(b) In the market yard, and if the price obtained is less than the contracted price then he will return proportionately less to the party of the Second part for his investment.

It is further agreed that the quality maintenance in transit will be the responsibility of the party of the Second part and the party of the First part shall not be responsible or liable for the same.

Clause-7.

The party of the Second part shall pay to the party of the First part the price/rate mentioned in Annexure-1 when his crop ;has been harvested and delivered to the party to the Second part after deducting all outstanding advances given to the party of the First part by the party of the Second part. The following schedule shall be followed for the payment.

Date Mode of payment Place of payment

Clause-8.

The parties hereto shall insure the contracted produce mentioned in Annexure-1 hereto, for the period of against risk of losses due to acts of Gods destruction of specified assets, loan default and production and income loss and all other acts or events beyond the control of the parties, such as very low production caused by the serious outbreak of a disease, epidemic, or by abnormal weather condition, flood, drought, hailstorm, cyclones, earth-quakes, fire and other catastrophes, war, acts of Govt., action existing on or after the effective date of this agreement which prevent totally or partially the fulfillment of the obligation of the farmer. Upon request, the party of the First part invoking such acts shall provide to the other party confirmation of the existence of facts. Such evidence shall consist of a statement or certificate of the appropriate Governmental Deptt. If such a statement or certificates cannot reasonably be obtained, the party of the First part claiming such acts may as substitute, thereof, make a notary statement describing in details the facts claimed and the reasons why such a certificate or statement confirming the existence of such facts. Alternatively, subject to the mutual agreement between the two parties the party of the First part may fill his quota of the produce through other sources and the loss suffered by him thereby due to price difference, shall be shared equally between the parties, after taking in to account the amount recovered from the insurance company, the insurance premium shall be shared equally by both the parties.

The party of the Second part hereby agrees to provide following services to the party of the First part during the period of cultivation and post harvest management, particulars of which services are as follows:-

The party of Second part or its representatives agrees to have regular interactions with the farmers forum set up/named by the party of the First part during the period of contract.

Clause- 11

The party of the Second part or its representatives at their costs shall have the right to enter the premises/fields of the party of the First part to monitor farming practices adopted and the quality of the produce from time to time.

The party of the Second part confirms that he has registered himself with the registering Authority on and shall pay the fees in accordance with the law prevailing in this regards to the Registered Authority which has jurisdiction to regulate the marketing of agricultural produce which is cultivated on the land described.

OR

The party of the Second part has registered himself on with a single point registration Authority namely prescribed by the state in this regard. The fees levied by the respective Registering Authority shall be borne by the party of the Second part Exclusively and will not be deducted in any manner, whatsoever, from the amounts paid to the party of the First part.

The party of the Second part will have no rights whatsoever as to the Title, Ownership, Possession of the land/property of the party of the First part nor will it in any way alienate the party of the First part from the land property particularly nor mortgagee, lease, sublease or transfer the land property of the First party in any way to any other person/ institution during the continues of this agreement.

The party of the Second part shall submit true copy of this agreement signed by both the parties within a period of 15 days from the date of execution thereof with the market committee/ registering authority as required by the APMC Act/ any other registering authority prescribed for the purpose.

Clause-15.

Dissolution, Termination/ Cancellation of the Contract will be with consent of both the parties. Such dissolution, termination/ cancellation deed will be communicated to the registering authority within 15 days of such dissolution, termination/ cancellation.

Clause-16.

In the event of any dispute or difference arising between the parties hereto or as to the rights and obligations under this agreement or as to any claim, monetary or otherwise of one party against the other or as to the interpretation and effect of any terms and conditions of this agreement, such dispute or difference shall be referred to arbitration authority constituted for the purpose of Authority declared by State Government in this regard.

Clause-17.

In case of change of address of any party to this agreement, it should be intimated to the other party and also to the Registering Authority.

Clause-18.

Each party hereto will act in good faith diligently and honestly with the other in the performance of their responsibilities under this agreement and nothing will be done to jeopardize the interest of the other.

In Witness whereof the parties have signed these agreement on theday.....month.....year first above mentioned.

SIGNED,SEALED AND DELIVERED by the Within named PARTY OF THE FIRST PART

In the presence of

1.....

2.....

SIGNED, SEALED AND DELIVERED by the Within named TARTY OF THE SECOND PART

In the presence of

1.....

2.....

APPENDIX 1

Annexure I

Grade	Specification	Quantity	Price/ rate
Grade I or A	Size, Colour, Aroma etc.		
Grade II or B			