

Government of West Bengal  
Land & Land Reforms and R.R. & R Department  
Land Policy Branch  
Nabanna(6<sup>th</sup> Floor)

325, Sarat Chatterjee Road, P.O.-Shibpur, Howrah-711102

No.3013 (6)-LP/5M-13/18

Date: 27/08/2018

From: The Joint Secretary to the Govt. of West Bengal

To : The District Magistrate & Collector, Darjeeling/ Jalpaiguri/ Kalimpong/ Alipurduar/  
Coochbehar/ Uttar Dinajpur.

Sub: Determination of Fine under clause (13A) of Form I of Schedule F to the West Bengal Estates Acquisition Rules, 1954 and clarification thereof.

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The undersigned is directed to refer to the above subject and to state that it is observed that there is lack of uniformity amongst districts in interpretation of clause (13A) of the lease in Form I of Schedule F to the West Bengal Estates Acquisition Rules, 1954.

The aforesaid issue was under active consideration of the State Government in this Department for quite some time past with a view to bringing clarity and uniformity and after careful consideration of the matter, following guidelines be followed for better clarity, equity and fairness in decision making in respect of imposition of fine:

- (i) The delays on the part of district authority or the department in sanction or execution of the lease document shall not attract fine under clause (13A).
- (ii) Any wilful delay/ default on the part of lessee/ grantee in renewal / long term lease shall attract fine under clause (13A).
- (iii) In case there is positive response by the lessee/ grantee against notices/ demand raised by the Collector for renewal/ long term lease, the intervening period between expiry of lease and response and subsequent renewal / sanction should be treated as valid and should not attract any fine.
- (iv) In cases where salami is payable for entering into fresh lease but the lessee concerned is reluctant to pay salami after the demand notice was sent to them by the Collector, such cases shall be treated as wilful default and maximum fine as per clause (13A) may be applied.
- (v) in all such cases where litigation was pending in any court of law against the State with regard to renewal of lease/ long term lease or any matter incidental thereto and during the pendency of the litigation the tea garden was in operation following other statutory requirements, the period of litigation and till adjudication /

final verdict should be construed as valid and no fine during that period shall be levied without going into the merits of the case and due legal consultation.

- (vi) In cases where there was / is any litigation between two or more private parties and during the period of litigation the tea garden is in operation without valid lease and in violation of clause (13A), such cases prima facie shall attract the provisions of clause (13A) and fine can be levied after due diligence and legal consultation.
- (vii) In all other cases which are clear violation of terms and conditions of lease leading to running of the tea garden without any valid lease or in-operative lease and attract fine under clause (13A), the maximum permissible value of fine should be applied to avoid any discretion.

  
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Joint Secretary to the Govt. of West Bengal

No. 3013(6)/1-LP

Date: 27/08/2018

Copy forwarded for information and necessary action to the:

Commissioner, Jalpaiguri Division. P.O. & Distt.- Jalpaiguri.

  
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Joint Secretary to the Govt. of West Bengal