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PART I—Orders and Notifications by the Governor of West Bengal, the High Court, Government Treasury, etc.

GOVERNMENT OF WEST BENGAL
Department of Land & Land Reforms & Refugee, Relief & Rehabilitation
Land Policy Branch, 'NABANNA'
325, Sarat Chatterjee Road, P.O.-Shibpur, Howrah-711102

NOTIFICATION

Memo No. 3955-LP/3T-03/24

Date : 06.11.2024

Whereas some tea gardens in North Bengal have either shut down or are on the verge of closure due to various reasons, including management failure, resulting in closure of operations;

And whereas such closure or abandonment of some tea gardens is resulting in economic hardship for the tea garden labourers, due to non-payment of wages besides non-payment of statutory dues payable to the State Government;

And whereas the State Government wishes to keep all tea gardens operational in the twin interest of the socio-economic development of North Bengal as well as protecting the revenue interests of the State;

And whereas the State Government has been considering various measures for re-starting the closed tea gardens in the interest of employment generation for the labourers, clearance of Government dues and for increasing the production of tea from such tea gardens;

And whereas a Standard Operating Procedure (SOP) for operating the abandoned/closed tea gardens through grant of Short Term Settlement was under consideration of the State Government for some time;

Now, therefore, after a careful examination of all aspects of the matter, the Governor is hereby pleased to approve the Standard Operating Procedure (SOP) for Operationalising Abandoned/Closed Tea Gardens through Grant of Short Term Settlement, as enclosed herewith and marked as "Annexure - A".

The responsibility for the implementation of this SOP shall lie on the Department of Labour. In land-related matters, i.e., grant, renewal, determination of the Short Term Settlement, subsequent renewal for Long Term Settlement, if any, and all other land-related aspects, the Land & Land Reforms and Refugee Relief & Rehabilitation Department will obtain the views/recommendation of the Labour Department.

This is issued with the concurrence of the Finance Department vide their UO No. PPP/2024-2025/0005 dated 25.10.2024 and with the approval of the competent authority.

By order of the Governor,

VIVEK KUMAR, IAS

*Addl. Chief Secretary to the Government of West Bengal
and Land Reforms Commissioner, West Bengal*

ANNEXURE-A

(Annexure to the Notification No. 3955-LP/3T-03/24 dated 06.11.2024)

STANDARD OPERATING PROCEDURE (SOP) FOR GRANT OF SHORT TERM SETTLEMENT (STS) IN RESPECT OF ABANDONED/ CLOSED TEA GARDENS

1. This Standard Operative Procedure (SOP) for grant of STS of abandoned/ closed registered Tea Gardens situated in the State of West Bengal, on land which are under ownership of the Govt. of West Bengal vested under West Bengal Estates Acquisition Act, 1953, shall be applicable to:
 - (a) Tea Gardens where leases have expired due to efflux of time and not renewed, and the Tea Gardens are not in operation.
 - (b) Tea Gardens where leases have not expired, but lessees have abandoned and/or kept closed the Tea Gardens for more than three months and not paid the dues and entitlements of the employed workers, Govt. dues and statutory payments/ deposits, and the Tea Gardens are not in operation.
 - (c) Tea Gardens where leases have expired or have not been renewed and the lessees have abandoned the Gardens and/or kept the Gardens closed for more than three months and not paid the dues and entitlements of the employed workers, Government dues and statutory payments/deposits and presently being run and managed satisfactorily by Companies/Individuals through bi-partite agreements between the Registered Trade Unions of the workers and the concerned Company/Individual, and the concerned Company/Individual are regularly paying the dues and entitlements of the employed workers and complying with statutory payments/deposits and Government dues.
 - (d) Tea Gardens where leases have not expired but the lessees have abandoned the tea Gardens and/or kept the Gardens closed for more than three months and not paid the dues and entitlements of the employed workers, Govt. dues and statutory payments/ deposits and presently being opened, run and managed satisfactorily by the Companies/Individuals through bi-partite agreements between the Registered Trade Unions of the workers and the concerned Company/ Individual, and the concerned Company/Individual are regularly paying the dues and entitlements of the employed workers and complying with statutory payments/deposits and Govt. dues.
2. The Tea Gardens falling under 1(a) & 1(b) above, which are not in operation, will be dealt with in the manner following :-
 - (a) Tea Gardens falling under 1(a) may be temporarily settled with empanelled Companies/Individuals. A panel of intending Companies/Individuals, with or without joint venture consortium, will be prepared by the Labour Department.
 - (b) As far as the Tea Gardens falling under 1(b) is concerned, steps for termination of the Lease Tenure will be undertaken by the State Government. And in the interregnum, in the larger public interest and, in particular, in the interests of the workers and plantation labourers, the concerned closed/ abandoned Tea Gardens may be temporarily settled with Companies/Individuals to be empanelled by the Department of Labour, Government of West Bengal as per para 2(a) above. For the gardens under 1(d) para 3 hereafter would be applicable.
 - (c) The criteria for empanelment of intending companies/ individuals, with or without joint venture consortium, will be as under:
 - (i) at least one year experience in running Tea Gardens vested in favour of the Govt. of West Bengal, under the West Bengal Estates Acquisition Act, 1953;
 - (ii) should have Certificate of Registration of Plantation under the Plantations Labour Act, 1951 during the period of operation;
 - (iii) financial solvency as per the following parameters :
 - a) net worth of Rs. two crore (of intending companies/ individual with or without joint venture consortium);
 - b) Annual Turn Over of Rs. two crore or equivalent amount paid towards salaries, wages and statutory payments of the workers of the Tea Gardens presently operating;

- (iv) should have committed no default in payments of dues, the entitlements of the workers and payments towards Govt. due and statutory payments/ deposits statutory dues, wages, provident fund, gratuity and other benefits to the workers payable in cash or kind as per the Plantations Labour Act, 1951.
- (d) A Panel of suitable entities, to operate such Tea Gardens, to be prepared by the Labour Department shall be valid for three years.
- (e) All empanelled Companies/Individuals, with or without joint venture consortium will be allowed to participate in the limited bidding process (with minimum bidding price of Rs.1,500/- per hectare) among the empanelled entities. After finalization of the bidding amount, and on payment of the bidding amount, the Garden will be settled on short term basis in favour of the highest bidder for an initial period of one year with a provision for renewal for similar period twice (i.e., a maximum period of 1+1+1 years), subject to satisfactory performance and fulfillment of all terms and stipulations with no default or delay in payments of wages and other benefits of the workers, Govt. dues, and fulfillment of statutory compliances. The decision of the State Government as regards satisfactory performance and fulfillment of all terms and stipulations shall be final and binding.
- (f) In case of Tea Gardens running to the full satisfaction of the State Govt. for a total period of 3 years, if the successful bidder opts for lease hold right for a tenure of 30 years, the same will be duly considered by the State Government on usual terms and conditions and payment of salami and annual rent as would be applicable. Moreover, all arrear dues to the Government and the Labourers would be paid by the lessee as per instructions of the Government.
- (g) The successful bidders shall be required to:
- (i) deposit as security an amount equivalent to three months' salary/ wages payable to the employed workers at the Tea Gardens, as determined by the Labour Department, subject to a maximum limit of Rupees two crore. The security deposit would be made at Government Treasury or through bank guarantee to cover the period for which the tea garden would be settled or renewed by the State Government;
 - (ii) ensure compliance of all statutory and regulatory requirements as imposed from time to time;
 - (iii) make timely payments (without any default or delay) to all the employed workers & labourers their (1) wages and other statutory, legitimate and regulatory entitlements, other entitlements including benefits to the workers payable in cash or kind as per the Plantations Labour Act, 1951; (2) timely deposit of the Provident Funds contribution and (3) timely payment of Gratuities to eligible superannuated workers or on their demise or resignation, as the case may be, save or otherwise agreed upon with the workers;
 - (iv) make timely payment of all land revenues, rents and other impositions of the State and local authorities;
 - (v) make timely payment of electricity charges to the authorities concerned;
 - (vi) cause all necessary development, upkeep and timely maintenance and preservation of the Tea Estate and its permanent structures;
 - (vii) ensure that the value of the Tea Garden/Estate is not diminished in any manner;
 - (viii) submit details of all payments made to the workers respectively to the District Collector and the Deputy Labour Commissioner concerned, every quarter;
 - (ix) execute an Indemnity Bond undertaking faithful compliance of the above stipulations.
- (h) At the time of short term settlement, an inventory of both movable and immovable assets situated on the Tea Gardens will be prepared by the Labour Department, in association with the District Administration, and all such assets shall be returned in same condition to the State Government at the time of return/ resumption of the Tea Garden.
- (i) In case of unsatisfactory performance or any default or breach of any of the above terms and conditions, the State Government shall forthwith take possession of the Tea Garden without any previous notice/ reference to the short term lessee or settlee and the short term settlement shall be terminated, and the security deposit amount shall be forfeited and/or the Bank Guarantee shall be invoked forthwith, as the case may be.
3. The Tea Gardens falling under para 1(c) & 1(d) above, which are presently in operation by the Companies/Individuals through bipartite agreements between the Workers/ Registered Trade Union and concerned Company/Individual, may be initially settled on short term basis with the Companies/Individuals, who are running such Tea Gardens subject to:

- (a) (i) one year satisfactory running the Tea Gardens since taking over;
 - (ii) paying all statutory dues including salary, wages, provident fund, gratuity and other benefits to the workers payable in cash or kind as per the Plantations Labour Act, 1951 from the date of taking over;
 - (iii) obtaining Certificate of Registration of Plantation under the Plantations Labour Act, 1951 during the period of operation;
 - (b) The short term settlement may be for a period of one year initially, with a provision for extension for similar period twice (i.e., a maximum period of 1 + 1 + 1 years) or till final settlement by way of Leasehold rights for 30 years, if such an application for LTS is made and subsequently granted by the Government.
 - (c) deposit as security an amount equivalent to three months salary/wages payable to the employed workers at the Tea Garden as determined by the Labour Department subject to a maximum limit of Rupees Two Crore. The security deposit would be made at Government Treasury or through bank guarantee to cover the period for which the tea garden would be settled on short term basis or renewed by the State Government;
 - (d) ensuring compliance of all statutory and regulatory norms as imposed from time to time;
 - (e) making timely payments (without any default or delay) to all the employed workers & labourers their (1) wages and other statutory, legitimate and regulatory entitlements, other entitlements including benefits to the workers payable in cash or kind as per the Plantations Labour Act, 1951; (2) timely deposit of the Provident Funds contribution and (3) timely payment of Gratuities to eligible superannuated workers or on their demise or resignation, as the case may be, save or otherwise agreed upon with the workers;
 - (f) making timely payment of all land revenues, rents and other impositions of the State and local authorities;
 - (g) make timely payment of electricity charges to the authorities concerned;
 - (h) cause all necessary development, upkeep and timely maintenance and preservation of the Tea Estate and its permanent structures;
 - (i) ensuring to not diminish the value of the Tea Garden/Estate in any manner;
 - (j) submitting details of all payments made to the workers to the District Collector and the Deputy Labour Commissioner concerned, every quarter;
 - (k) executing an Indemnity Bond undertaking faithful compliance of the above.
 - (l) At the time of short term settlement, an inventory of both movable and immovable assets situated on the Tea Gardens will be prepared by the Labour Department in association with the District Administration, and the same shall be returned in the same condition to the State Government at the time of return/ resumption of the Tea Garden.
 - (m) In case of unsatisfactory performance or any default or breach of the above terms and conditions, short term settlement shall be terminated as per the due process and the deposit amount shall be forfeited or the Bank Guarantee shall be invoked forthwith.
4. If, during the period of short term settlement, the Tea Garden is found closed for a period exceeding 3 months and/ or if there be any default in making payments to the workers their due wages and other benefits or in case of statutory non-compliance for a period of 2 months, either consecutively or otherwise during the period of short term settlement, the short term settlement shall be terminated as per the due process with an unfettered right of the State Government to resume the Tea Garden and deal with the same as it may deem fit. The State Government's findings, to be recorded in writing shall be final and binding on all concerned.
5. With regard to settlement on long term leasehold basis for the period of 30 years, as provided under the rules, the same will be duly considered subject to payment of Salami, etc. and the specific additional conditions that:
- (a) To obtain a loan for running the Tea Garden and utilization for its improvement and towards benefit of the employed workers, prior approvals in writing of the State Government shall have to be obtained on the condition that the Government shall have no liability related to any loan availed and no part of the Tea Garden or its attached properties shall be mortgaged for any loan, and the same shall not be liable to be attached under any process of recovery.
 - (b) The Lessees shall be mandatorily required to submit details of all payments to the workers respectively to the Collector as well as the Deputy Labour Commissioner concerned on a quarterly basis.

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- (c) In the event of the Tea Garden being found closed for a period exceeding 3 months and/or if there is a default of 3 months in making payments to the workers their wages and other benefits or in case of statutory noncompliance, for a period exceeding 3 months, either consecutive or otherwise, during the period of short term lease, the lease shall be terminated with an unfettered right of the State Government to resume the Tea Gardens and deal with the same as it may deem fit. The State Government's findings, to be recorded in writing, in this regard shall be final and binding on all concerned.
6. For Short Term Settlement of Tea Gardens, all arrear dues for the period of the previous lessees, Public Demands Recovery Act, 1913 will be applicable to realize the outstanding dues. However, if the said Short Term lessee is given Long Term Settlement later, depending upon his performance as provided in para - 2(f), all arrear liabilities will have to be borne by him.