

6. The Cantonment Code, 1899

(R U L E S)

Simla the 16th June, 1899

JUDICIAL

Notification No. 664 dated the 16th June, 1899—In exercise of the powers conferred by sections 25, 26 and 27 of the Cantonments Act, 1889 (XIII of 1889), the Governor-General in Council is pleased to direct that, on and with effect from the first day of October, 1899, the following rules and applied enactments shall be in force in every cantonment in British India save in so far as it may be for the time being excepted from the operation of any such rule in pursuance of an order made under sub-section (2) of the section 27.

2. On and with effect from the date aforesaid, the rules, regulations and notifications hereinafter set forth shall be cancelled and cease to have effect, that is to say :—

(1) all rules and regulations made under—

- (a) Act XXII of 1864 (an Act to make provision for the administration of military cantonments) ;
- (b) Madras Act IV of 1865 (an Act to make provision for the administration of military cantonments in the Presidency of Fort St. George) ;

CHAPTER I

PRELIMINARY

Short—Title

1. **Short title**—These rules and applied enactments may be called the Cantonment Code, 1899.

General Definitions

2. **Definitions**—(1) In this Code, unless there is anything repugnant in the subject or context,—

- (a) “Accountant General” means the Civil Accountant General or Comptroller.
- (b) “bazaar” means any land in a cantonment which has been set apart for the purposes of trade or the residence of natives or any other purpose and the boundaries of which have been demarcated by pillars or posts and specified, by, or under the authority of, the General Officer of the Command, in Command Orders:
- (c) “Command” means one of the principal portions into which the Army in India is, for the time being, divided :
- (d) “dairy” includes every farm, shed, milk-store, milk-shop or other place from which milk is supplied, or in which milk is kept for purposes of sale:

- (e) "dairyman" includes the keeper of a cow, buffalo, goat, ass, or other animal, the milk of which is offered, or intended to be offered, for sale for human consumption, any purveyor of milk and any occupier of a dairy:
- (f) "Executive Engineer" means the Public or Military Works Officer of that grade having charge of the military works in the cantonment, and includes the officer, of whatever grade, in immediate executive engineering charge of a cantonment:
- (g) "General Officer of the Command" means the General Officer Commanding the Forces in the Command:
- (h) "infectious or contagious disorder" includes cholera, leprosy, enteric fever and every infectious or contagious disorder other than a venereal disease :
- (i) "keeper of a sarai" includes the owner of sarai, any person having the care or management of a sarai and the lessee of any land, whether belonging to the Government or not, occupied by a sarai :
- (j) "lessee" means a person who has been granted permission, whether before or after the commencement of this Code, to occupy, for the purposes of a building site, land belonging to the Government, in a cantonment, and includes the successors in interest of a lessee:
- (k) "licensed market" means a private market licensed by the cantonment authority:
- (l) "licensed slaughter-house" means a private slaughter-house licensed by the cantonment authority :
- (m) "market" means a place in a cantonment where persons periodically assemble for purposes of selling meat, fish, fruit, vegetables, milk or any other perishable articles of food for human consumption:
- (n) "notification" means a notification in the local official Gazette:
- (o) "notified" means published by notification :
- (p) "private market" means a market not maintained by the cantonment authority:
- (q) "private slaughter-house" means slaughter-house not maintained by the cantonment authority:
- (r) "public market" means a market maintained by the cantonment authority:
- (s) "public slaughter-house" means a slaughter-house maintained by the cantonment authority :

- (t) "regimental bazaar" means a bazar under the management of regimental authorities :
 - (u) "Sanitary Officer" means where no Sanitary Officer has been specially appointed, the senior executive Medical Officer in military employ on duty in a cantonment :
 - (v) "sarai" means a building in a cantonment ordinarily used, whether wholly or in part, for the accommodation of native travellers and not maintained by the cantonment authority :
 - (w) "slaughter-house" means a place in a cantonment ordinarily used for the slaughter of animals for the purposes of selling the flesh for human consumption:
 - (x) "source of public water-supply" includes every public well, tank, river, stream, spring, channel, reservoir or other source in a cantonment from which water is or may be made available for public use, whether or not it is used for the purposes of water-works, and also every source of water-supply situate on private premises to the use of which the public is entitled :
 - (y) "street" includes any way, road, lanes square, court, alley, passage or open space in a cantonment, whether a thoroughfare or not and whether built upon or not, over which the public have a right of way, and also the roadway and footway over any bridge or causeway : and
 - (z) "treasury" means the Government treasury or sub-treasury, or the bank or place prescribed by or under section 22 of the Cantonments Act, 1889, for the custody of the cantonment fund of a cantonment.
- (2) Where any question arises as to whether a building is or is not a sarai, or a place is or is not a slaughter-house, it shall be decided by the cantonment authority; and the decision of the cantonment authority thereon shall be final and conclusive.



CHAPTER XX

COMMITTEES OF ARBITRATION

245. Obligation of Commanding Officer of cantonment to convene a committee of arbitration to decide question as to rent or repairs :— On a requisition being made to him under Condition XVIII or Condition XIX set forth in a lease executed under section 259 in Form B in Schedule V, within the period mentioned in such condition, the Commanding Officer of the cantonment shall forthwith proceed to convene a committee of arbitration—

- (a) to determine the amount of monthly rent to be paid ; or
- (b) to determine whether any, and, if so, what repairs are necessary, and the extent to which they are necessary.

246. Discretion of Commanding Officer of cantonment to convene a committee of arbitration to decide question as to condition of house or as to rent or repairs—(1) On an application being made to him under Condition XX or Condition XXI set forth in a lease executed under section 259 in Form B in Schedule V, the Commanding Officer of the cantonment may, after such inquiry as he may think fit to make, proceed to convene a committee of arbitration—

- (a) to determine whether the house has become unfit for occupation; or
- (b) to determine the amount of monthly rent to be paid; or
- (c) to determine whether any, and, if so, what, repairs are necessary, and the extent to which they are necessary; or
- (d) otherwise to determine the question in dispute.

(2) In the exercise of the discretion vested in him by this section, the Commanding Officer of the cantonment may refuse to convene a committee of arbitration on the ground that the application therefor is groundless or frivolous, or for any other sufficient reason.

247. Obligation of Commanding Officer of cantonment to convene a committee of arbitration to determine amount of compensation payable—Where the cantonment authority and the person or persons concerned are unable to agree as to the amount of any compensation payable under the first proviso to section 81, sub-section (3), or under proviso (c) to section 101, sub-section (1), the Commanding Officer of the cantonment shall proceed to convene a committee of arbitration to determine the amount payable.

248. Procedure for convening committee of arbitration—

(1) Where a committee of arbitration is to be convened, the Commanding Officer of the cantonment shall cause an order to be published in Station Orders, stating the matter to be determined by the committee of arbitration.

(2) The Cantonment Magistrate shall send a copy of the order published under sub-section (1) to the District Magistrate and to the parties concerned, and shall, by notice in writing, require the parties to nominate members of the committee of arbitration as hereinafter provided.

249. Composition of committee of arbitration convened under section 245 or 246—Every committee of arbitration convened under section 245 or 246 shall consist of—

- (a) the District Magistrate or, if it is inconvenient for him to act, some Magistrate, being a Justice of the Peace, appointed by him to act in his stead ;
- (b) a member to be nominated by the officer concerned ; and
- (c) a member to be nominated by the lessee :

Provided that if such officer or lessee as aforesaid fails to nominate a member within seven clear days from the date on which he is called upon to do so, or if any member who has been nominated, neglects or refuses to act and such officer or lessee, as the case may be, fails to nominate, within seven clear days from the date on which he is called upon to do so, another member who is willing to act the Commanding Officer of the cantonment shall forthwith appoint a member in the place of such nominee.

250. Composition of committee of arbitration convened under section 247—Every committee of arbitration convened under section 247 shall consist of—

- (a) the District Magistrate or, if it is inconvenient for him to act, some Magistrate, being a Justice of the Peace, appointed by him to act in his stead ;
- (b) a member to be nominated by the person or persons concerned ; and
- (c) a member to be nominated by the cantonment authority :

Provided that, if such person or persons concerned as aforesaid fails or fail to nominate a member within seven clear days from the date on which he or they is or are called upon to do so, or if any member who has been nominated by such person or persons, neglects or refuses to act and such person or persons fails or fail to nominate, within seven clear days from the date on which he or they is or are called upon to do so, another member who is willing to act, the Commanding Officer of the cantonment shall forthwith appoint a member in the place of such nominee.

251. Members of committee of arbitration to be persons who are not personally interested, and whose services are immediately available—No person shall be nominated or appointed a member of a committee of arbitration unless he is personally disinterested in the matter under reference and his services are immediately available for the purpose of the arbitration; and the nomination of any person who is, in the opinion of the Commanding Officer of the cantonment, personally interested in the matter under reference or whose services are not immediately available as aforesaid, shall be deemed to constitute a failure to make a nomination within the meaning of the fore-going provisions.

252. Assembly of committee of arbitration—When a committee of arbitration has been duly constituted, the Cantonment Magistrate shall, by

notice in writing, inform each of the members of the fact, and the committee of arbitration shall assemble within seven clear days from the service of the notice.

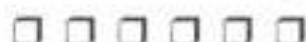
253. Chairman of committee of arbitration—The District Magistrate or the Magistrate appointed by him to act in his stead shall be the chairman of every committee of arbitration.

254. Calculation of rent by committee of arbitration—For the purpose of determining the amount of monthly rent to be paid for a house, every committee of arbitration shall estimate, as nearly as may be, the market value of all buildings and authorised additions; and the amount of rent determined upon shall be such percentage on such market-value as the committee of arbitration may think reasonable with reference to the circumstances of the neighbourhood and the period of time and season for which the house is likely to be occupied during the year, and shall include the taxes (if any) levied upon the land, or such proportion thereof as the committee of arbitration may find to be customarily paid for the time being in the neighbourhood by tenants.

255. Decision of committee of arbitration to be by vote and final—

(1) The decision of every committee of arbitration shall be determined by the majority of the votes taken at a meeting at which all the members are present.

(2) The decision of every committee of arbitration shall be final.



CHAPTER XXI

APPLICATIONS FOR BUILDING-SITES ON GOVERNMENT LAND IN CANTONMENTS

256. Application for permission to occupy Government land for building-sites—Every application for permission to occupy, for the purposes of a building-site, land belonging to the Government in a cantonment shall be submitted to the Cantonment Magistrate in writing, and shall contain the following particulars, namely :—

- (a) the situation, area and boundaries of the land ;
- (b) the materials to be used in the intended building ;
- (c) the period after the date of occupation within which the intended buildings are to be completed ; and
- (d) the purposes for which the land and the intended buildings are to be used.

257. Documents to accompany applications—Every application made under section 256 shall be accompanied by—

(a) a plan, on a scale ¹[not smaller than one hundred and ten feet] to the inch, showing—

- (i) the boundaries of the land,
- (ii) the roads or lands adjoining, and
- (iii) all buildings intended to be erected on the land ;

(b) a ground plan and elevation of the principal building intended to be erected, showing the dimensions of the same ;

(c) a statement of the buildings intended to be erected ;

(d) an approximate statement of the intended outlay of the buildings and of the rent which it is proposed to charge for the same, if let to a tenant; and

(e) a declaration that the applicant has read the appropriate form of lease referred to in section 259 and undertakes, in the event of his application being sanctioned, to execute a lease in that form.

¹[D.D, No, 577 dated 16-11-1906]

258. Disposal of such application—(1) Every application made under section 256 shall, if the procedure prescribed by that section and section 257 has been duly observed, be referred by the Cantonment Magistrate to the Executive Engineer—

- (a) for verification of the plan referred to in section 257, clause (a) ; and
- (b) for report as to whether the land is in the vicinity of a fortified place, whether the land is, in the opinion of the Executive Engineer, likely to be required for any public purpose, and whether there is any departmental objection to the application being sanctioned.

(2) On receipt of such verification and report as aforesaid, the application shall be submitted to the Commanding Officer of the cantonment.

(3) Where the land is not situate in a bazar if the Commanding Officer of the cantonment considers that its occupation in the manner proposed would not be objectionable, either as regards the health or comfort of the troops or in any other respect, he shall attach to the application a certificate to that effect, and shall forward the application to the ²[Officer Commanding the Division] :

²[D.D, No. 577 dated 16-11-1906]

³[Provided that where the Commanding Officer of the cantonment is not the Officer Commanding the Division, the application shall be forwarded to the Officer Commanding the Division through the Officer Commanding the Brigade, if any:

Provided also that the Officer Commanding the Brigade, if any, may refuse to forward such application to the Officer Commanding the Division, if he considers that the occupation of the land in the manner proposed, would be objectionable, as aforesaid,]

³[D.D. No, 577dated 16-11-1906]

(4) Where the land is situate in a bazaar and there is a cantonment committee, if the Commanding Officer of the cantonment considers that the occupation of the land in the manner proposed would not be objectionable as aforesaid, he shall attach to the application a certificate to that effect, and shall forward the application to the cantonment committee.

(5) The General Officer of the Command, the Commanding officer of the cantonment or the cantonment committee, as the case may be, may sanction or reject the application, according as he or it may think fit :

Provided, first, that, if the land is in the vicinity of a fortified place or is applied for by a railway-company, the application shall not be sanctioned without the express orders of the Governor General in Council, obtained through such channel as the Governor General in Council may direct: and

Provided, secondly, that, if the land is applied for the purpose of erecting a hospital, school or other public building, or if it is intended to set apart for occupation by civil officers the house to be erected on the land, the application shall not be sanctioned without the concurrence of the Local Government.

¹[259. Execution of lease with site-plan annexed :—(1) When an application under this Chapter is sanctioned applicant shall not occupy the land, erect any building thereon until, at his expense, there shall have been prepared in counterpart and, after execution, shall have been duly registered in accordance with the law for the time being in force relating to the registration of documents, a lease as nearly as may be in one of the forms indicated in Schedule V hereto appended and, subject to the conditions set forth in the annexure, to such form or in such other form as the Governor-General in Council may by notification prescribe in this behalf.

Explanation :—Form A in Schedule V shall be applicable to lease of land applied for by a railway company, or for the purpose of erecting a hospital, School or other public building. Form B shall be applicable to leases

of land situated in a bazar, Form C to all other leases of land under this Chapter.

[A.D. No. 154 dated 12.2.1909]

(2) To every lease and to its counterpart there shall be appended site plan of the land prepared at the cost of the applicant on a scale not smaller than one hundred and ten feet to the inch, showing—

- (a) the boundaries of the land;
- (b) the roads or lands adjoining; and
- (c) all buildings authorised to be erected on the land.

(3) The site-plan shall be verified by the Executive Engineer and shall be signed,—

- (a) if the land is situate in a bazar, by the Cantonment Magistrate;
- (b) if the land is not situate in a bazar, by the ²[Officer Commanding the Brigade or if there is no such Officer, the Commanding Officer of the cantonment]

and shall be endorsed with the date of its preparation, the name of the lessee and a note specifying the period within which the building to be erected on the land are to be completed.

²[Subs by D.D. No. 577 dated 16-11-1906]

(4) One copy of the site plan, prepared at the cost of the applicant and verified by the Executive Engineer, shall be delivered to the applicant.]

¹[Subs. by Military Deptt. No. 1197-Judicial dated 21-12-1900]

¹[260 Grant and record of leases—When the requirements of section 259 have been complied with, the Cantonment Magistrate shall :—

(1) grant to the applicant the lease with site-plan annexed and deliver to him possession of the land ;

³[(2) transmit for record to the head-quarters of the Division or Independent brigade the counterpart with site-plan annexed; and]

³[Subs by D.D. No. 577 dated 16-11-1906]

(3) record in his office a copy of the lease authenticated by his signature and accompanied by the copy of the site-plan referred to in section 259 sub- Section (4) ¹[Subs by Military Dept. No. 1197- Judicial dated 21-12-1900]



CHAPTER XXII

REGISTRATION OF IMMOVABLE PROPERTY IN CANTONMENTS

261. General plan :—The cantonment authority shall prepare and maintain a general plan of the cantonment, on a scale of ¹[not less than twelve] inches to the mile, showing all necessary details and distinguishing in particular

- (a) all houses (if any) which have been set apart, in accordance with the conditions of leases executed under section 259, for occupation by civil officers ;
- (b) all land (if any) which does not belong to the Government, and all houses (if any) situate thereon.

¹[D.D. No. 577 dt. 16-11-1906]

262. Bazar-plan :—The cantonment authority shall also prepare and maintain a bazar-plan, on a scale of ²[not smaller than one hundred and ten feet] to the inch, of every bazar in the cantonment.

²[D.D. No. 577 dt. 16-11-1906]

263. Sites and streets to be distinguished :—(1) Every site shall be shown under a distinguishing number on the plans prepared under this Chapter, and the number for each bazar shall form a separate series.

(2) Every street shall be shown on such plans as aforesaid by its name or under an alphabetical letter or number.

264. Dating and authentication of plans :—(1) Every plan prepared under this Chapter shall, on completion, be dated and authenticated by the signature of the Executive Engineer.

(2) Whenever a general plan prepared under section 261 is altered, the alteration shall be explained on the plan in a memorandum dated and signed by the Executive Engineer.

265. Plan not to be destroyed without sanction :—No plan which relates to land in a cantonment and is in the custody of the cantonment authority or of any public officer, other than a plan submitted with an application under Chapter XXI, shall be destroyed without the previous sanction of the Governor General in Council.

266. Register of Government land held by lessee outside bazaar :—The Cantonment Magistrate shall maintain a register showing, in regard to all Government land held by lessees and not situate in a bazar (whether the sites were occupied by the lessees before or after the commencement of this Code) and the buildings situate thereon, the following particulars, so far as they can be ascertained, namely:—

- (a) the name of the cantonment, and the number and date of any order declaring it to be a cantonment or defining its limits ;
- (b) a reference to any similar register kept before the commencement of this Code ;
- (c) the date of registry of the site ;
- (d) the number of the site, as shown on the general plan maintained under section 261 ;

- (e) the dimensions of the site;
- (f) the boundaries of the site;
- (g) in the case of a site occupied before the commencement of this Code, the date of the permission to occupy the site, and, in the case of a site occupied after the commencement of this Code, the date of the lease executed by the lessee under section 259 ;
- (h) the name and description of the lessee at the date of registry;
- (i) the name and description of the lessee's agent (if any) at the date of registry ;
- (j) the nature of the lessee's right under this Code, or under any other provision of law, including the particulars of any special right of occupancy;
- (k) the estimated value of buildings on the site at the date of registry;
- (l) the dates of authorities to add to buildings; and
- (m) all changes occurring from time to time, whether by transfer, by alterations or additions, by decision of committees of arbitration, in dimensions, in value, or in agency.

Explanation :—In this section the expression “date of registry” means the date of entry in the register maintained hereunder.

267. Register of Govt. land held by lessees in bazars :—The Cantonment Magistrate shall maintain a register showing, in regard to all Government land held by lessees and situate in a bazar (whether the sites were occupied by the lessees before or after the commencement of this Code,) and the buildings situate thereon, the following particulars, so far as they can be ascertained, namely :—

- (a) the name of the bazar ;
- (b) a reference to any similar register kept before the commencement of this Code ;
- (c) the date of registry of the site;
- (d) the number of the site, as shown on the bazar-plan maintained under section 262 ;
- (e) the dimensions of the site;
- (f) the boundaries of the site;
- (g) in the case of a site occupied before the commencement of this Code, the date of the permission to occupy the site, and in the case of a site occupied after the commencement of this Code, the date of the lease executed by the lessee under section 259 ;

- (h) the name and description of the lessee at the date of registry;
- (i) the name and description of the lessee's agent (if any) at the date of registry ;
- (j) the estimated value of buildings on the site at the date of registry and
- (k) all changes occurring from time to time, whether by transfer, by alterations or additions, in dimensions, in value, or in agency.

Explanation :—In this section, the expression "date of registry" means the date of entry in the register maintained hereunder.

268. Register of private land—The Cantonment Magistrate' shall maintain a register showing, in regard to all land (if any) which is private property and the buildings situate thereon, the following particulars, so far as they can be ascertained, namely :—

- (a) the name of the cantonment, and the number and date of any orders declaring it to be a cantonment or defining its limits;
- (b) a reference to any similar register kept before the commencement of this Code;
- (c) the date of registry of the site;
- (d) the number of the site as shown on the general plan;
- (e) the dimensions of the site;
- (f) the boundaries of the site;
- (g) the name and description of the owner at the date of registry;
- (h) the name and description of the owner's agent (if any) at the date of registry;
- (i) the particulars of the owner's right by reference to any acknowledgement by the Government, or any other proof ;
- (j) the estimated value of buildings on the site at the date of registry; and
- (k) all changes occurring from time to time whether by transfer, by alterations or additions, in dimensions, in value or in agency.

Explanation :—In this section the expression "date of registry" means the date of entry in the register maintained hereunder.

269. Register of transfers—(1) The Cantonment Magistrate shall maintain a register of transfers, in which he shall from time to time enter references to all transfers of immovable property :—

- (a) registered in his own office, where he is himself Registrar or Sub-Registrar of the cantonment under the Indian Registration Act, 1877, or

- (b) appearing in the copies forwarded to him by the Registrar of the district under section 32, sub-section (2), of the Cantonments Act 1889, as the case may be.

(2) The register of transfers shall contain the following particulars, namely:—

- (a) a serial number for each transfer ;
- (b) the date of registry ;
- (c) the distinguishing number of the site, as recorded in the register maintained under section 266, 267 or 268, as the case may be ;
- (d) the name of the transferor ;
- (e) the name of the transferee ;
- (f) the nature of the transfer, that is to say, whether by sale, mortgage, gift, exchange or bequest ;
- (g) the date of the transfer; and
- (h) where the cantonment has been constituted a district or sub-district for the purposes of the Indian Registration Act, 1877, references to the Indexes Nos. I, II and III kept in the cantonment under sections 54 and 55 of that Act.

Explanation :—In this section the expression “date of registry” means the date of entry in the register maintained hereunder.

270. Reference, in other registers, to the register of transfers

Reference, when possible, to the serial number in the registers of transfers shall be sufficient record, in the registers maintained under sections 266, 267 and 268, respectively, of changes occurring by transfer.

271. Annual Inspections of registers—(1) The cantonment authority shall, in the month of July in each year, make an inspection of the registers maintained under section 266, 267 and 268, respectively, and shall ascertain—

- (a) whether all the changes referred to in section 266, clause (m), or in section 267 or 268, clause (k), which have taken place during the last preceding twelve months have been duly noted in the appropriate register, and
- (b) whether any of the said registers are in such a condition as to require renewal.

(2) The Cantonment authority may give such directions as it thinks fit after making an inspection under sub-section (1); and shall send a brief report to the Officer Commanding the [Brigade or Division, as the case may be] of any action taken by it under this section.

[D.D. No. 577 dated 16. 11-1906.]

[SCHEDULE V]

(See Section 259)

Form of Lease to be executed in cases of land applied for by a railway company or for the purpose of erecting a hospital, school or other public building.

FORM A

This Indenture made theday of..... 19, Between the Secretary of State for India in Council (hereinafter called the Secretary of State which expression where the context so admits shall include his successors in office and assigns) of the one part, and.....son of..... of.....(hereinafter called the Lessee(s) which expression where the context so admits shall include its/their successors and assigns) of the other part.

Whereas the Lessee(s) has/have applied for permission to occupy for the purpose of a building site, the land belonging to the Government in the cantonment which is delineated in the site plan hereto appended, and has/have submitted with its/their application the particulars and documents required by section 256 and 257 of the Cantonment Code, 1899 ;

And whereas the said application has received the sanction of the Officer Commanding the..... Division ;

Now this indenture witnesseth as follows—

The Secretary of State doth hereby grant unto the Lessee(s) liberty and license to enter into and upon the piece or parcel of land delineated in the site-plan hereto appended and henceforth to occupy and enjoy the same as a site for the erection of buildings and henceforth to hold and enjoy the same and any building erected by it/them thereon (fill in as the case may be “free of rent but” or “subject to the payment of the yearly rent of Rs..... and”) subject to the conditions set forth in the annexure hereto.

2. The Lessee(s) hereby covenant(s) with the Secretary of State that the Lessee shall and will (duly pay the said rent in the manner provided in the annexure hereto and) observe all and every the conditions hereinbefore referred to and on its/their part to be observed—

(Strike out words in brackets if no rent is payable)

When the parties execute on separate dates, omit the words "the day and year first above written" and add the dates below the signatures. The last of such dates will be entered in the commencement as the day of making the indenture.

In Witness whereof the Secretary of State has hereunto set his hand and seal and the Lessee(s) has caused its common seal to be affixed /have also set their hands and seals the day and year first above written

Strike out to suit facts.

Signed Seal and Deliveredby)
Principal Staff Officer of the..... Division)
on behalf of the Officer Commanding the said)
Division acting in the premises for and on be-)
half of the Secretary of State for India in)
Council in the presence of)
The common seal of the.....)
.....Company was hereto affixed)
in the presence of)
... ..)

or

Signed sealed and Delivered by the)
above named... ..)
... .. in the)
presence of... ..)

—X—

ANNEXURE TO FORM A

Conditions

CONDITION I-Commencement and completion of buildings.

The buildings to be erected on the land shall be commenced within six months from the execution of the lease and shall be completed within the period specified in the note endorsed on such plan or within such further period (if any) as the authority which sanctioned the application under Chapter XXI of the Cantonment Code, 1899, may by order in writing allow.

CONDITION II—Erection of buildings.

(1) The said buildings shall be erected in accordance with the particulars specified in the Lessee(s)' application under sections 256 and 257 of the said Cantonment Code and the plans and documents accompanying the same and the site-plan appended hereto or where a proposed building alteration or addition is not in accordance therewith then in accordance with such further or other particulars as may be permitted in writing by the authority which sanctioned the application under Chapter XXI of the said Code.

(2) Any such permission may be made subject to any conditions which may be agreed upon between such authority and the Lessee(s).

CONDITIONS III—Use of land and maintenance of buildings.

The land shall not be used for any purposes other than those specified in the Lessee(s) application under section 256, clause (d), of the Cantonment Code, 1899, nor shall the buildings erected on the land be permitted to fall into such a state of ruin as absolutely to prevent their being used for the purposes so specified:

Provided always that if the said buildings or any part thereof shall at any time be destroyed by earthquake, fire, cyclone or other act of God or shall be so injured there by as to render them unfit for the purposes above specified then and in such case the Lessee(s) shall within six calendar months from such destruction or injury as aforesaid commence to rebuild the same and shall reinstate the same fit for use for the purposes aforesaid within such period not exceeding two years after the same shall have been so destroyed or injured as aforesaid as to the Officer Commanding the Division shall seem fit:

Provided nevertheless that in no such case shall the Lessee be required to reinstate the same fit for use as aforesaid within a shorter period than twelve calendar months from the date of such destruction or injury.

CONDITION III(A)—(This clause to be struck out if the land is rent free.)

The Lessee(s) shall—pay the said yearly rent of Rs..... by equal monthly instalments of Rs.....and the said instalments shall be paid on the fifteenth day of every month during the continuance of this demise for the month immediately preceding.

CONDITION IV—Power to veto transfer of Lessees interest in certain cases.

(1) Whenever the Lessee(s) intend (s) to transfer by sale, gift, mortgage or exchange its/their interest in the land or in the buildings erected on the land or in any part of the land or buildings it/they or the intended transferee shall give the Cantonment Magistrate one month's notice in writing before the transfer is completed.

(2) The Officer Commanding the Division shall have power within the said period of one month and with the concurrence of the Local Government

to impose by order in writing his veto on any such transfer, and if in any case the Cantonment Authority considers it desirable that the said power of veto shall be exercised, it shall report the case to such Officer Commanding the Division without delay.

(3) If notice of any such transfer is not given as aforesaid or if any such transfer is made after the same has been vetoed the transfer shall be void.

CONDITION V—Report of devolution of Lessee's interest.

Every person on whom the Lessee(s) interest in the land or in the buildings erected on the land may devolve by transfer, by succession, or by operation of law shall send to the Cantonment Authority within one month from the date of such devolution a report in writing of the fact together with such particulars as may be required by that Authority for entry in the register maintained under section 266 or 267 as the case may be of the Cantonment Code, 1899.

CONDITION VI—Procedure on breach of Condition I or Condition II.

(1) If the Lessee (s) does/do not commence or complete as required by Condition I the buildings to be erected on the land, the Cantonment Authority may by notice in writing require it/them to remove all or any buildings or materials which it/they may have erected or collected thereon and if it/they fail (s) to comply with such notice the Cantonment Authority may after giving it/them six hours' further notice in writing cause such removal to be effected and recover the cost from it/them and may also cancel the lease.

(2) If the Lessee (s) erect (s) any building or make (s) any alteration or addition otherwise than as allowed by or under Condition II the Cantonment Authority may by notice in writing require it/them to remove the building or to alter the same to its satisfaction and if it/they fail (s) to comply with such notice the Cantonment Authority may after giving it/them six hours' further notice in writing cause such removal or alteration to be effected and recover the cost from it/them.

CONDITION VII—Forfeiture for breach of any other condition.

(1) So long as the Lessee shall duly pay the said rent of Rs..... and observe the conditions hereinbefore specified and on his part to be observed it/they may subject to condition IX hold the land for ever without interruption by the Secretary of State,

(2) If the Lessee (s) shall (fail to pay the said rent of Rs..... for 21 days after the same shall become due or shall) in the event of the said buildings being destroyed or injured by earthquake, fire, cyclone or other act of God fail to commence re-building the same as provided in Condition III hereof within six months of such destruction or injury and to reinstate the same fit for use as provided in the said Condition III hereof and within such period as therein provided or shall break any of the conditions hereinbefore specified other than Condition I or Condition II and on its/their part to be observed the Local Government may after giving one month's notice in

writing resume possession of the land or any portion thereof and may on such resumption declare all or any part of the right and interest of the Lessee (s) in the building erected on the land to be forfeited.

*(The words in brackets to be struck out if the land is rent free).

CONDITION VIII— Claim to compensation barred— The Lessee (s) shall not be entitled to compensation for any loss incurred by reason of any thing done in pursuance of Condition VI or condition VII clause (2).

CONDITION IX. Right of the Government to resume the land on payment of compensation for buildings.

The Local Government may resume possession of the said land or any portion thereof at any time upon giving one calendar month's previous notice in writing in that behalf to the Lessee(s) under the hand of some duly authorised officer and upon paying to the Lessee (s) compensation for such erections and bulidings standing on the land of which possession shall be resumed as aforesaid as shall have been erected during the said term under proper authority. If there shall be any dispute as to the amount of such compensation the same shall be referred to a Committee of Arbitration which shall be constituted as provided in Chapter XX of the Cantonment Code, 1899, and the Lessee (s) shall be bound by the decision of such Committee. In calculating the amount of such compensation there shall be taken into account the following :—

- (i) The original cost of materials and construction.
- (ii) The condition of the buildings and their value at the date of resumption.
- (iii) The rent or profit (if any) or the equivalent which the Lessee may receive or enjoy from the use of the buildings or on account thereof.
- (iv) The period within which the buildings would become the property of Government without payment of any compensation to the Lessee.

The Lessee shall not at any time during the said term remove the buildings erected on the said land or any part thereof nor make any structural alteration thereof or addition thereto without the like written permission as is mentioned in Condition II hereof.

□□□□□□□

Form of Lease to be executed in cases of lands situate in a bazar.

FORM B.

This Indenture made the.....day of.....190.....
Between the Secretary of state for India in Council (hereinafter called the

Secretary of State which expression where the context so admits shall include his successors in office and assigns) of one part andson of.....of..... (hereinafter called the Lessee which expression where the context so admits shall include his heirs, executors, administrators and assigns) of the other part.

Whereas the Lessee has applied for permission to occupy for the purpose of a building site the land belonging to the Government in thecantonment which is delineated in the site-plan hereto appended and has submitted with his application the particulars and documents required by sections 256 and 257 of the Cantonment Code, 1899, and whereas the said application has received the sanction of the Cantonment Authority of—

Now this Indenture witnesseth as follows—

(1) The Secretary of State doth hereby grant unto the Lessee liberty and license to enter into and upon the piece or parcel of land delineated in the site-plan hereto appended and henceforth to occupy and enjoy the same as a site for the erection of buildings and henceforth to hold and enjoy the same and any buildings erected by him thereon (Fill in as the case may be “free of rent but” or “subject to the payment of the yearly rent of Rsand”) subject to the conditions Set forth in the annexure hereto.

(2) The Lessee doth hereby covenant with the Secretary of State that the Lessee shall and will (duly pay the said rent in the manner provided in the annexure hereto and) observe all and every the conditions hereinbefore referred to and on his part to be observed.

(Strike out the words in brackets if no rent is payable)

When the parties execute on separate dates omit the words “the day and year first above written” and add the dates below the signatures. The last of such dates will be entered in the commencement as the day of making the indenture.) Signed, sealed and delivered by the cantonment authority of.....acting in the premises for and on behalf of the Secretary of State for India in Council in the presence of Signed, sealed and delivered by the above namedin the presence of ;

In witness whereof the said parties hereto have hereunto set their hands and seals the day and year first above written.

ANNEXURE TO FORM B.

CONDITION I.—Commencement and completion of buildings—The building to be erected on the land shall be commenced within six months from the execution of the lease and shall be completed within the period specified in the note endorsed on such plan or within such further period (if any) as the authority which sanctioned the application under Chapter XXI of the Cantonment Code, 1899, may by order in writing allow.

CONDITION II—Erection of buildings :—

(1) The said buildings shall be erected in accordance with the particulars specified in the lessee's application under section 256 and 257 of the said Cantonment Code and the plans and documents accompanying the same and the site plan appended hereto or where a proposed building alteration or addition is not in accordance therewith then in accordance with such further or other particulars as may be permitted in writing by the authority which sanctioned the application under Chapter XXI of the said Code.

(2) Any such permission may be made subject to any conditions which may be agreed upon between such authority and the Lessee.

CONDITION III—Use of land and maintenance of buildings—The land shall not be used for any purposes other than those specified in the Lessee's application under section 256, clause (d) of the Cantonment Code 1899, nor shall the buildings erected on the land be permitted to fall into such a state of ruin as absolutely to prevent their being used for the purposes so specified: provided always that if the said buildings or any part thereof shall at any time be destroyed by earthquake, fire, cyclone or other act of God or shall be so injured there by as to render them unfit for the purposes above specified, then and in such case, the Lessee shall within six calendar months from such destruction or injury as aforesaid commence to rebuild the same and shall reinstate the same fit for use for the purposes aforesaid, within such period not exceeding two years after the same shall have been so destroyed or injured as aforesaid as to the Cantonment Authority of shall seem fit: Provided nevertheless that in no such case shall the Lessee be required to reinstate the same fit for use as aforesaid within a shorter period than twelve calendar months from the date of such destruction or injury.

CONDITION IV (a)—(This clause to be struck out if the land is rent free.)

The Lessee shall pay the said yearly rent of Rsby equal monthly instalments of Rs..... and the said instalments shall be paid on the fifteenth day of every month during the continuance of this demise for the month immediately preceding.

CONDITION IV —Power to veto transfer of Lessee's interest in certain cases.

(1) Whenever the Lessee intends to transfer by sale, gift, mortgage, or exchange his interest in the land or in the buildings erected on the land or in any part of the land or buildings he or the intended transferee shall give the Cantonment Magistrate one month's notice in writing before the transfer is completed.

(2) The Officer Commanding the Division shall have power, within the said period of one month and with the concurrence of the Local Government, to impose by order in writing, his veto on any such transfer and if in any case the Cantonment Authority considers it desirable that the said power of veto should be exercised, it shall report the case to such General Officer without delay.

(3) If notice of any such transfer is not given as aforesaid, or if any transfer is made after the same has been vetoed the transfer shall be void

CONDITION V—Report of devolution of Lessee's interest.

Every person on whom the Lessee's interest in the land or in the buildings erected on the land may devolve by transfer, by succession, or by operation of law, shall send to the Cantonment Authority within one month from the date of such devolution a report in writing of the fact together with such particulars as may be required by that authority for entry in the register maintained under section 266 or 267, as the case may be, of the Cantonment Code, 1899.

CONDITION VI—Procedure on breach of Condition I or Condition II.

(1) If the Lessee does not commence or complete as required by Condition I the buildings to be erected on the land the Cantonment Authority may by notice in writing, require him to remove all or any buildings or materials which he may have erected or collected thereon; and if fails to comply with such notice the Cantonment Authority may after giving him six hours' further notice in writing cause such removal to be effected and recover the cost from him, and may also cancel the lease.

(2) If the Lessee erects any building or makes any alteration or addition otherwise than as allowed by or under Condition II the Cantonment Authority may by notice in writing require him to remove the building or to alter the same to its satisfaction, and if he fails to comply with such notice the Cantonment Authority may after giving him six hour's further notice in writing, cause such removal or alteration to be effected and recover the cost from him.

CONDITION VII—Forfeiture for breach of any other condition. (The words in brackets to be omitted if the land is rent free.)

(1) So long as the Lessee shall duly (pay the said rent of Rs.....)

.....and) observe the conditions hereinbefore specified, and on his part to be observed he may, subject to Condition IX, hold the land for the term of.....years computed from the day of without interruption by the Secretary of State.

(2) If the Lessee shall (fail to pay the said rent of Rs..... for 21 days after the same shall become due or shall) in the event of the said buildings being destroyed or injured by earthquake, fire, cyclone, or other act of God fail to commence rebuilding the same as provided in Condition III hereof within six months of such destruction or injury and to reinstate the same fit for use as provided in the said Condition III hereof and within such period as therein provided or shall break any of the Conditions hereinbefore specified other than Condition I or Condition II and on his part to be observed, the Local Government may, after giving one month's notice in writing, resume the land or any portion thereof, and may, on such resumption, declare all or any part of the right and interest of the Lessee, in the buildings erected on the land to be forfeited. (The words in brackets to be struck out if the land is rent free).

CONDITION VIII—Claims to compensation barred.

The lessee shall not be entitled to compensation for any loss incurred. by reason of anything done in pursuance of Condition VI or Condition VII, Clause (2).

CONDITION IX— Land and buildings to be delivered up at the end of term without compensation and right of Government to resume land prior to expiration of term on payment of compensation.

At the expiration of the said term ofyears the Lessee shall deliver up to the Local Government and without receiving any compensation whatever the land comprised in this demise together with all erections and buildings which may be then standing thereon: Provided always that the Local Government may at any time prior to the expiration of the said term resume possession of the said land or any portion thereof upon giving one calendar month's previous notice in writing in that behalf to the Lessee under the hand of some duly authorized officer and upon paying to the Lessee compensation for such erections and buildings standing on the land of which possession shall be resumed as aforesaid as shall have been erected during the said term under proper authority. If there shall be any dispute as to the amount of such compensation the same shall be referred to a Committee of Arbitration which shall be constituted as provided in Chapter XX of the Cantonment Code, 1899, and the Lessee shall be bound by the decision of

such Committee. In calculating the amount of such compensation there shall be taken into account the following ;—

- (i) The original cost of materials and construction.
- (ii) The condition of the buildings and their value at the date of resumption.
- (iii) The rent or profit (if any) or the equivalent which the Lessee may receive or enjoy from the use of the buildings or on account thereof.
- (iv) The period within which the buildings would become the property of Government without payment of any compensation to the Lessee.

The Lessee shall not at any time during the said term remove the- buildings erected on the said land or any part thereof nor make any structural alteration thereof or addition thereto without the like written permission as is mentioned in Condition II thereof.

Form of Lease to be executed in all other cases

FORM C

(Not Printed)

COMMENTS

(I) Clause 2 (1) (j)—Government of India are not estopped from challenging the validity of the clause (Evidence Act 1872) S. 115. Where Government is given the powers to frame rules, they are generally framed by some officers of the Govt. and if they go beyond the authority conferred upon the Govt. for the purposes of framing rules, these rules cannot bind the Govt. In such cases, there can be no estoppel because the rules framed are against the statutory powers conferred upon the rule making body and there can never be estoppel against statute.

[1977 Pat. LJR 97 : AIR 1977 Pat. 32 (DB).]

(2) Clause 2 (1) (j) and S. 26 (I)—Rules made could have only prospective effect—clause (I) (j) in so far as it gives retrospective effect was beyond the rule-making power of the authority,

[AIR 1977 Pat. 32 (DB).]