

OFFICE OF THE CHIEF COMMISSIONER
Andaman and Nicobar Islands

Port Blair, the 1st December, '59.

NOTIFICATION

No. AN PATR/3 (1) 1. - In exercise of the powers conferred by sub-section (1) of Section 3 of the Andaman and Nicobar Islands (Protection of Aboriginal Tribes) Regulation, '56 (Regulation No. 3 of 1956), the Chief Commissioner, Andaman and Nicobar Islands, is pleased to order that the following amendment shall be carried out to his Notification No. AN - PATR/3 (1) 1 dated the 2nd April, 1957 published in the Andaman and Nicobar Extraordinary Gazette No. 3 of 2-4-57, namely :-

Para (b) of the said notification shall be substituted by the following :-

" The area in Middle Andaman to the west of an imaginary line emerging from South Andaman and proceeding northwards from Yeratiljig to Bush Police Post No. 4 (Maps reference 772425) and thence due west to the coast below point June (Map reference 625029) along the Bush Police Line subject to an adjustment that the line may coincide with an alignment to be aligned by the Andaman and Nicobar Islands Forest Department in Porlob and Boroin Yol areas between the Yeratil/Charalungta Bush Police posts provided that sufficient land is left to the West of such alignment on the eastern side of the Range to provide enough hunting ground to Jarawas while they are on the move and bearing in mind the suitability of such alignment, from the point of view of water and terrain, as a patrol path "

M. V. RAJWADE,
 Chief Commissioner,
 Andaman and Nicobar Islands.
 [F. 150/59-G]

✓ No. 150/59-G

Port Blair, the 1st December, '59.

Copy forwarded to the Foreman, Govt. Press, Port Blair, for publication of the notification in the forthcoming issue of the Andaman and Nicobar Gazette. 15 spare copies of the printed notification may be supplied to the General Section, Chief-Commissioner's office for official use.

Advance copy forwarded to :-

1. The Supdt. of Police, Port Blair, with reference to his Memo No. 16698/38/19/59 dated the 4th November, '59.
2. The Chief Conservator of Forests, Port Blair for information and necessary action.
3. The Deputy Commissioner, Port Blair for information.

Sd/-
 Secretary
 to the Chief Commissioner.

FORM 'G'

(See Rule 7)

APPLICATION FOR THE GRANT OF LICENCE FOR MISCELLANEOUS TRADE
UNDER SUB-SECTION (1) OF SECTION 6 OF THE ANDAMAN AND NICOBAR
ISLANDS (PROTECTION OF ABORIGINAL TRIBES) REGULATION, 1956 :

To

The Chief Commissioner
Andaman and Nicobar Islands,
Port Blair.

i, _____

(name of the applicant), hereby apply for a licence under sub - section (1) of Section 6 of the Andaman and Nicobar Islands (Protection of Aboriginal Tribes) Regulation, 1956 and the rules made thereunder authorising me to carry on miscellaneous trade in the following reserved area in the Andaman and Nicobar Islands for the period commencing from _____ and ending on _____

_____ namely :—

(DETAILS OF THE RESERVED AREA)

2. The required particulars are as follows :—

- (a) Applicant's father's or husband's name. _____
- (b) Applicant's nationality _____
- (c) Applicant's address _____
- (d) Whether the licence is desired in applicant's individual name or in the name of any firm, company, etc. _____
- (e) If the licence be desired in the name of any firm, company, etc., the name and style in which the firm, company, etc., carries on business and the details of its constitution including the names, etc., of its partners if it be a partnership firm _____
- (f) Details of resources which are to be employed in connection with the miscellaneous trade _____
- (g) Details of water - crafts and transport vehicles, if any, proposed to be employed in connection with the miscellaneous trade _____
- (h) Does the applicant or the firm, company, etc., in whose name the licence is desired, hold any such licence in relation to any other reserved area? _____

(i) Has the applicant or the firm, company, etc., in whose name the licence is desired, been ever refused such a licence previously, and, if so, the date of such refusal ?

(j) Has the applicant or the firm, company, etc., in whose name the licence is desired, been ever convicted of an offence under the Andaman and Nicobar Islands (Protection of Aboriginal Tribes) Regulation, 1956 or any other law, and, if so, the details of the offence and the punishment awarded ?

(k) Any other particulars.

3. I, (and also the firm, company, etc., in whose name the licence is desired) agree to abide by the provisions of the Andaman and Nicobar Islands (Protection of Aboriginal Tribes) Regulation, 1956 and the rules made thereunder and also by the terms and conditions of the licence, if granted.

Dated at _____

the _____ day of _____ 19 _____

Signature of applicant and/or the authorised person on behalf of the firm, company, etc., together with its authorised seal.

() Strike out if not applicable.

FORM 'H'

(See Rule 9)

LICENCE FOR MISCELLANEOUS TRADE GRANTED UNDER SUB-SECTION (1) OF SECTION 6 OF THE ANDAMAN AND NICOBAR ISLANDS (PROTECTION OF ABORIGINAL TRIBES) REGULATION, 1956.

NON—TRANSFERABLE

LICENCE No. _____

This LICENCE is hereby granted under sub-section (1) of section 6 of the Andaman and Nicobar Islands (Protection of Aboriginal Tribes) Regulation, 1956 (hereinafter referred to as "the said Regulation")

to Shri _____ Son of _____

Messrs _____

resident of _____ (hereinafter referred to as "the

licensee") authorising ^{him}/_{them} to carry on miscellaneous trade in the reserved area hereinafter fully described for the period commencing from _____ and ending on _____ (hereinafter referred to as "the term of this LICENCE"), subject to the provisions of the said Regulation and the Andaman and Nicobar Islands (Protection of Aboriginal Tribes) Rules, 1957 (hereinafter referred to as "the said Rules" and also subject to the terms and conditions set forth in the following statement, namely:—

Statement of terms and Conditions

1. The licensee shall be authorised to carry on miscellaneous trade in the following reserved area in the Andaman and Nicobar Islands (hereinafter referred to as "the said reserved area"), namely:—

2. During the term of this LICENCE, the licensee shall—

- (a) handle things and properties belonging to Government in such manner and on such terms, conditions and stipulations as may be mutually agreed between the licensee and the Chief Commissioner of the Andaman and Nicobar Islands (hereinafter called "the Chief Commissioner
- (b) (i) work as the stevedorer for cargo in the said reserved area and the ports of Car Nicobar and Camorta and provide sufficient labour and other efficient facilities for loading, un-loading and stacking of such cargo on payment of such rates or charges as may from time to time be fixed by the Chief Commissioner;
- (c) keep, maintain and station at his own cost and risk a sea-worthy boat at _____ and to make her available for the purpose of—
 - (i) carriage or transport of Government cargo by sea to _____ on payment of such rate or rates of freight as may from time to time be fixed by the Chief Commissioner, and
 - (ii) enabling Government officials to visit _____ on payment of such rate or rates of passage as may from time to time be fixed by the Chief Commissioner;
- (d) perform such other functions and discharge such other obligations as may hereunder devolve on the licensee; and
- (e) perform such other reasonable function or functions as may, with the consent of the licensee, be entrusted to him by the Chief Commissioner.

3. During the term of this LICENCE, the licensee shall perform the functions and discharge the obligations on his part most efficiently, faithfully and promptly to the best advantage of Government and with the same degree of economy, prudence, diligence, skill and judgement as the licensee would exercise if the licensee were entitled to the benefits arising or likely to arise out of the performance of such functions and discharge of such obligations, and generally in accordance with the instructions and to the satisfaction

of the Chief Commissioner which might involve the carrying out, without any extra payment, of such subsidiary instructions as the Chief Commissioner may from time to time issue.

4. In no event and under no circumstances, the licensee shall assign, transfer, sublet or underlet any of his interests benefits, titles, rights, covenants, obligations or any other form of interests or liability whatsoever arising from or incidental to this LICENCE or any part thereof and in particular the licensee shall not appoint any person, firm, society, association or company as a sub-licensee or sub-agent or in any other capacity purporting to act on behalf of or in the name of, Government or of the licensee; and all transactions between the licensee and a third party shall be carried out as between two principals without any recourse in any event to Government or to the Chief Commissioner.

5. For the proper and efficient performance and discharge of the functions and obligations on his part under this LICENCE, the licensee shall, at his own risk and expense, provide everything that is necessary including proper establishment and in particular the licensee shall, at his own expense and risk —

- (a) appoint general supervisory and other staff for storage, godown and transport;
- (b) appoint clerical staff competent to carry out business correspondence and to keep proper record and account of all transactions carried out by the licensee; and
- (c) employ labour for the purpose of loading, unloading, stacking, and generally for all purposes connected with the functions and obligations on the part of the licensee under this LICENCE:

PROVIDED that the establishment and labour appointed under this clause shall be adequate to carry out the appropriate duties required of them and that in making such appointments the licensee may, without prejudice to the terms and conditions of this LICENCE, employ the aboriginal tribes of the said reserved area to such extent as may be feasible.

PROVIDED ALSO that no person who does not hold a valid pass granted under Section 7 of the said Regulation, or to whose appointment the Chief Commissioner may take exception, shall be employed by the licensee in his establishment or labour, and if any such exception is taken by the Chief Commissioner in the case of a person already employed under the licensee, such person shall be removed from such employment forthwith.

PROVIDED FURTHER that all persons appointed in the establishment or labour of the licensee shall, for all purposes and in all respects, be the servants of the licensee who shall accept full responsibility as their employer and pay fair wages having regard to the rates of wages prevailing in the said reserved area and that the licensee hereby indemnifies Government and the Chief Commissioner against all claims of any kind whatsoever in respect of the persons appointed as aforesaid or otherwise arising out of the working of this LICENCE.

6. Such buildings, accommodation, electric fittings including lights, fans, etc., office furniture and equipments, fire and other appliances, boats, launches and other things and materials necessary for the efficient performance and discharge of the functions and obligations on the part of the licensee under this LICENCE, shall be arranged and procured by the licensee himself at his own cost and risk.

7. (1) The licensee shall maintain or cause to be maintained the correct and true accounts of all transactions and dealings in relation to his business under the terms and conditions of this LICENCE and the accounts so maintained or caused to be maintained shall, among other things, clearly show the details of all moneys received and paid, and all transactions carried out by the licensee with the inhabitants of the said reserved area and with Government and all other matters which may be necessary to manifest the state of business affairs of the licensee under this LICENCE or which may be specified by the Chief Commissioner.

(2) All books of accounts maintained or caused to be maintained by the licensee under sub-clause (1) shall be kept in the licensee's office at _____ and shall, on demand, be made available at all reasonable times, to the Chief Commissioner or to such officer of Government as may be authorised by the Chief Commissioner in this behalf for the purpose of inspection, examination, copying, audit or any other reasonable purpose.

(3) The licensee shall dully account for the Government properties in his possession and shall submit such periodical and other reports as to the state of such properties and other matters connected with this LICENCE as may from time to time be required by the Chief Commissioner.

8. Where any articles, things, goods, materials or any other property belonging to Government is held or handed by the licensee on behalf of Government, the licensee shall be responsible and liable for any loss or damage to such articles, things, goods, materials or property and shall always be deemed to have indemnified Government against such loss or damage.

9. (1) Notwithstanding anything hereinbefore contained, this LICENCE shall at the option of the Chief Commissioner be liable to cancellation forthwith in each and every of the following events, that is to say —

- (a) If the licensee commits any breach of any of the provisions of the said Regulation or of the said Rules or of any of the terms or conditions of this LICENCE or of any of the provisions herein contained.
- (b) If the licensee fails to perform any of the functions of discharge any of the obligations on his part under this LICENCE.
- (c) If the licensee becomes insolvent.
- (d) If the licensee ceases to exist as a trading concern in its existing formation on account of dissolution or liquidation or otherwise on account of an order passed by any competent Government authority or any competent Court.

(2) Where this LICENCE is cancelled under sub-clause (1), the Chief Commissioner shall, without prejudice to his other rights and powers herein contained, be entitled and have full power to take over, at his discretion, any of the property of the licensee and to dispose them of at the risk and expense of the licensee and realise Government's claims from the proceeds and also from the moneys due to the licensee on account of any transaction with Government under this LICENCE or any other agreement or understanding with Government.

10. Without prejudice to the provisions of clause 9, the Chief Commissioner may, at any time without advancing any reasons, cancel this licence by delivering a notice of such cancellation in writing to the licensee at least two months in advance of the date on which such cancellation is intended by the Chief Commissioner to take effect :

PROVIDED that the licensee shall also be entitled and have full power to surrender this LICENCE at any time during its continuance by delivering a notice of such surrender in writing to the Chief Commissioner at least two months in advance of the date on which such surrender is intended by the licensee to take effect.

11. Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the licensee to any officer, servant or representative of Government in relation to the grant of this LICENCE shall, in addition to any criminal liability incurred by the licensee render this LICENCE liable to cancellation in the discretion of the Chief Commissioner and any loss or damage resulting to Government on account of such cancellation shall be compensated by the licensee.

12. Where this LICENCE is intended to be cancelled by the Chief Commissioner and a notice or intimation of such intention has been given to the licensee by the Chief Commissioner, the licensee shall wind up his business, interest, liabilities and affairs in or in relation to or in respect of the said reserved area and settle all the claims of Government and third parties before the date on which such cancellation is to take effect and in particular the licensee shall, if required by the Chief Commissioner deliver the stock of goods and materials procured by him in the said reserved area to Government on payment of fair and reasonable prices therefore by Government.

PROVIDED that provisions of this clause shall, in effect, be in addition to and not in derogation of any of the other provisions herein contained.

PROVIDED ALSO that in the context of any consequences ensuing from the operation of the provisions of this clause, the licensee shall always be deemed to have indemnified Government against any loss or damage to the interests of the licensee or of any other person or party having any dealings with the licensee.

13. In the event of cancellation of this LICENCE before the expiry of the period of its validity ending on the term of this LICENCE shall, notwithstanding anything herein contained expire on the date on which such cancellation is to take effect and all references herein to 'the term of this LICENCE' shall be construed as references to the term so expiring on such date.

14. The licensee shall, within seven days from the date of grant of this LICENCE, deposit with Government a sum of Rs. 6,000/- (rupees six thousand) as security for the due performance of the functions and discharge of obligations on his part under this LICENCE and for strict observance of the terms and conditions of this LICENCE, and the sum so deposited shall, during the continuance of the term of this LICENCE, be retained by Government as security as aforesaid without any liability on its part to pay any interest thereon to the licensee and shall, on expiry of the said term, be refunded to the licensee on presentation by him of a "No Demand" certificate and return in good condition of Government properties issued or entrusted to him :

PROVIDED that in the event of any default or failure on the part of the licensee in the performance of such functions or discharge of such obligations or in the observance of such terms and conditions, the sum so deposited or any part thereof shall, in the discretion of the Chief Commissioner be liable to be forfeited to Government without prejudice to any other rights, titles or remedies enforceable by Government on account of such default or failure.

15. No default, failure or omission in the observance of any of the terms or conditions of this LICENCE or in the performance or discharge of any of the functions or obligations arising therefrom, shall give rise to any claim against the licensee or be deemed to be a breach of this LICENCE if such default, failure or omission, as the case may be, has occurred as a result of any *force majeure* such as political or administrative acts of recognized or *de facto* foreign States, act of God, act of enemies of the Republic of India, strikes, lock-outs, epidemics, frosts, accidents by fire or inundation or at sea, eruptions, earthquakes, landslips, etc.

16. Such matters as are not expressly provided in this LICENCE but determination whereof may be necessary in the course of performance of the functions or discharge of the obligations, shall be regulated in accordance with the directions or instructions of the Chief Commissioner and the licensee shall have no title right or power to question such directions or instructions which shall be binding on Government and also on the licensee,

17. Provisions of this LICENCE shall also be subject to such laws as are for the time being in force in the Andaman and Nicobar Islands or as may be enacted hereafter by any competent authority.

18. If any dispute, differences, or question shall, at any time hereafter, arise between the licensee and Government or the persons claiming under them respectively on account of the breach or non-observance of any of the covenants, terms, conditions, stipulations or agreements herein contained or otherwise attaching or in any way relating to the construction meaning and effect of this LICENCE or any clause or thing herein contained, or as to any act done or omitted to be done under this LICENCE, or the rights, titles, powers, duties, obligations or liabilities of the licensee and Government respectively except and excluding, however, disputes, difference or questions, the decision whereof is otherwise expressly provided for in this LICENCE, such dispute, difference or question, as the case may be, shall be referred to the arbitration of an arbitrator nominated by the Chief Commissioner and the decision of such arbitrator shall be final and binding on the parties hereto :

PROVIDED that the provisions of the Arbitration Act, 1940 and of every statutory modification or re-enactment thereof and also of the rules made thereunder from time to time, shall apply to such arbitration and this deed shall be deemed to be a submission to arbitration.

PROVIDED ALSO that upon such reference to arbitration, the licensee shall, as far as reasonably possible, continue to comply with the terms and conditions of this LICENCE during the arbitration proceedings, and no payment due or payable by or to Government shall be with-held on account of such proceedings unless such payment is the subject-matter of arbitration.

Dated at Port Blair,

the

day of.....19

*Chief Commissioner
Andaman & Nicobar Islands.*

FORM 'I'

See Rule 10

REGISTER OF LICENCES FOR TRADE OR BUSINESS GRANTED UNDER SUB-SECTION (1) OF SECTION 6 OF THE
ANDAMAN AND NICOBAR ISLANDS (PROTECTION OF ABORIGINAL TRIBES) REGULATION, 1956.

1		* Number of licence.
2		Licencee's name, father's name nationality and address. (Other details in the case of a firm, company, etc.)
3		Details of the reserved area
4		Nature of the trade or business for which licence has been granted.
5		Registered Nos. and description of boats & sea-worthy boats used, employed or engaged by the licensee in carrying on trade or business.
6		Date of grant of licence.
7		Period for which licence has been granted.
8		Challan No. and date of payment of the prescribed fee for the grant of licence.
9		Amount of security deposit, if any.
10		Challan No. and date of deposit of security if any.
11		Date of refund of security, if any.
12		Date on which licence ceased to be valid.
13		Whether licence ceased to be valid on account of normal expiry or non-payment of Government dues or cancellation or otherwise.
14		Remarks.

* Each licence shall be given a separate number serially.