ANNEXURE-XIV

Government of Haryana
Forest Department

Notification (Regarding JFM)

Chandigarh Dated 26-6-1998

No. 3799 FTI 98/13358

In pursuance of Government of India's letter no. (6-21/89-FP) dated June 1, 1990 from the Secretary (Environment and Forests) to the Forest Secretary of all states, it has been decided by the Government of Haryana to issue instructions for smooth implementation of the policy for Joint Forest Management in the state already approved by the government vide Financial Commissioner & Secretary, Forest & Wild Life Department memo No. 3373 Ft – I 90/15610 dated 13.6.90.

PREAMBLE

The Joint Forest Management Policy of the Government of Haryana aims at tying the economic interests of villagers, living within or adjacent to Forest areas, with sustainable management of those areas. This is to be achieved through motivating the villagers to organise themselves into registered societies for improving the productivity of forest areas by giving them a major share of the increased production, resulting from their participation. For the state government, there will be no loss in existing revenues (if any) from the concerned areas. The present levels of revenue will be maintained and in certain cases there will be increase over a period of time. Besides improving the economic status of villagers, the joint management approach aims to improve the environment of forest areas of the state.

SHORT TITLE, EXTENT AND COMMENCEMENT

i) These guidelines shall be called the Haryana Joint Management of Forest Areas Executive Instructions, 1998

ii) These instructions shall extend to all Government owned forest areas in the whole of the state of Haryana.

iii) These instructions shall come into force immediately on the day of notification.

DEFINITIONS :

i) Forest Produce : Includes as provided in Section 2, Sub clause 4 of the Indian Forest Act, 1927.

ii) Fuel Wood: Includes wood of less than 18 cm girth.

iii) Forest Area: Means Forest land as mentioned in Section 2 of the Forest (Conservation) Act, 1980.

iv) Haryana Forest Department (HFD) : Includes the officials and officers of the Haryana Forest Department.

v) Hill Resource Management Society (HRMS) or Natural Resources Management Society (NRMS) : Means on autonomous society of villagers registered under the societies Act, 1860.

vi) Joint Management Agreement (JMA) : Means a written and legally valid agreement between the Haryana Forest Department and one ore more HRMS.

vii) Management Area (MA) : Includes a delineated Foerst Area, Reserved, Protected or unclassed covered by an agreement between the Haryana Forest Department and one or more Hill Resource Management Societies / Natural Resource Management.

viii) Management Plan (MP) : Includes a plan prepared jointly by the Haryana Forest Department and the concerned HRMS(s) for the management in the state of Haryana.

ix) Kalyan Kosh : Means money set aside for encouraging JFM activities in other potential areas.

CONSTITUTIONS & FUNCTIONS OF SWG :

The Government shall constitute a State Level Working Group as under :-

Principal Chief Conservator of Forest, Haryana (PCCF)

CONSTITUTION AND ELIGIBILITY OF HRMS :

An HRMS shall be constituted by its members of their own free will and consent. For participation in HFD's joint Forest Management programme, an HRMS shall satisfy the following conditions.

i) A HRMS may be constituted by a hamlet, village or a group of villages located within or near forest areas.

ii) All adult men and women from all households residing in above location and who have unsufruct rights in the Management Area, as per last forest settlement or have traditionally been collecting / using forest produce from there are entitled to become members of HRMS.

iii) Each HRMS shall annually elect a Managing Committee in a general body meeting to carry out its tasks. The managing committee shall have 7 to 9 members who should ideally be persons who go to collect produce from the forest themselves. At least one third of the total members shall be women.

JOINT MANAGEMENT AGREEMENT (JMA)

A Joint Management Agreement in accordance with these instructions shall define the basis of joint Forest Management between each HRMS and the HFD. An outline of Joint Management Agreement is given in Appendix I of Haryana Government notification dated 29.6.1998.

RESPONSIBILITIES OF THE HFD :

i) To give wide publicity to the governments joint Forest Management policy among villagers living in or near forest areas.

ii) To follow the procedure outlined in Appendix-II (of the notification dated 29.6.98) while reaching Joint Management agreements.

iii) After signing each joint Management Agreement, to inform different concerned wings (Production, Working Plan, Social Forestry, Kandi Project, etc) of the Haryana Forest Department about it and ensure that any future work in the management area is done in accordance with the Joint Management Agreement in consultation with the HRMS. All JMAs shall be incorporated in working plans or the concerned DFO shall obtain the necessary deviation.

iv) To redefine the duties of HFD personnel to make these compatible with implementing the joint Management policy. This should bind them to take prompt action against any person(S) willfully causing damage or attempting theft of forest produce from the Management Area brought to the notice of the staff by the HRMS and report the action taken concerned HRMS president.

v) To train HFD personnel to enable them to acquire the necessary skills for implementing the Joint Management Policy and to integrate the same in the regular training curricula for HFD personnel. In this, emphasis shall be given to practical methods for promoting women’s equal participation in all aspects of HRMS decision making.

vi) To provide administrative and technical guidance to HRMS for successful implementation of the programme.

vii) To ensure that the most disadvantaged men and women members of the HRMS have access to forest produce for meeting their bonafide needs of firewood, fodder, fibre etc. by promoting consultative and accountable decision making by HRMS office bearers.

viii) To monitor changes in the condition and productivity of forest areas brought under joint Management with the help of baseline surveys and periodic studies.

ix) To permit sale by HRMS of only surplus biomass / grass not needed within the village by their own members.

x) Where water harvesting dam is to be built under the Joint Forest Management programme, to involve villagers in site selection, pipeline layout and ensure that a dam system is completely functional before it is handed over to HRMS.

xi) To authorise the Block Officer to be an ex-officio member of the executive committees and help the HRMS in maintaining records including cash accounts.

xii) To authorise the DFO to ensure that the accounts are maintained properly by the HRMS and presented in the annual general body meeting in the month of April.

xiii) To facilitate resolution of conflicts within or between HRMS related to forests.

xiv) To ensure equitable distribution of the usufruct which may be in cash or kind.

RESPONSIBILITES OF THE HRMS

i) To develop a Management Plan through participatory microplanning with assistance of HFD personnel. Bonafide domestic needs of the members regarding forest produce traditionally used by them shall be met on a sustainable basis from the Management Area (MA) before considering sale of such produce. Meeting the subsistence needs of the economically disadvantaged members and the raw material need of artisan producers such as bamboo basket and rope makers shall be given priority over increasing the HRMS cash income.

ii) To execute forestry works in accordance with the MP under supervision of HFD personnel. For this funds may be provided by HFD and / or obtained

from independent sources such as NWDB, NAEB, CAPART, NABARD etc. after due authorisation by the Government.

iii) To honour all its commitments made in the JMA and protect its MA from encroachment, cultivation, grazing, fire and illicit felling or willfully causing death of trees by girdling. For this, it shall evolve a code of conduct for its members which may include specifying fines, the HRMS may levy, or prescribe penalties for those members violating the code. The HRMS shall make good the loss caused due to above said activities.

iv) To inform HFD personnel of any person(S), particularly non-members, willfully causing damage in its MA or attempting theft of its produce.

v) Where the HFD has built a water harvesting dam or a Kuhl system, to manage water distribution from it on equitable basis and take care of minor repairs and maintenance through levying water charges on its members. During the rainy season, to keep a vigil on the dam and in case of any breach or chances of a breach in the dam, to immediately inform the beat forest guard and take all protective measures to save the dam. All members of an HRMS shall have the right to claim an equal share of the water irrespective of whether they own land or not.

vi) To assist HFD personnel in resolving conflicts with residents of neighboring villages over competing claims in the MA.

vii) In consultation with the concerned Range Forest Officer to evolve rules for its members for collection / harvesting of forest produce such as fodder, grass, dry and fallen wood, prunings, thinning, small timber, poles etc. from its MA in a sustainable manner.

A benefit sharing system as provided in Government Haryana Notification No. Dated 29.6.98 will be put in place. It involves the setting up of a Kalyan Kosh, Forest Resources Development Fund (Plough-back fund) and the village Development fund (HRMS Fund).

SHARING OF FOREST PRODUCE FROM JOINT MANAGEMENT AREAS WITH THE CONCERNED HRMS(s)

All members of HRM(s) may be permitted to collect dry and fallen wood, fencing material, limited number of bamboo and poles free of cost from their respective joint management areas for their bonafide domestic use and not for sale.

Provide that, previously existing rights of members or non-members are not to be interfered with. The HRMS(s) shall regulate collection of the forest produce on a sustainable basis by framing rules for their members in consultation with the concerned Range Forest Officer.

ANNUAL PURCHASE OF FODDER GRASS BY HRMS FROM HFD :

i) As a part of its joint management agreement, all fodder grass shall be given to the HRMS(s) at the average price obtained in open auction for the last 3 years proceeding JFM. Where such information is not available the price shall be settled between the DFO and the HRMS after taking into account the conditions of the area and / or the price fetched by similar adjoining areas. Annual increment at the rate of 1 percent of the above price is to be paid by HRMS after signing the agreement.

ii) Payment for the fodder grass shall be made in lumpsum by each HRMS every year.

iii) In case of an exceptional drought or other natural disaster, the DFO may reduce the price to be paid.

ANNUAL PURCHASE OF BHABBAR

As a part of Joint Management Agreement an HRMS shall have first right over collection and use of blabber grass from forest areas on an annual lease basis. The price of bhabbar grass shall be determined as under :

i) The average price obtained in open auction for the last three year preceding Joint Management Agreement will be treated as the base price. When such information is not available, price will be settled between DFO and HRMS on the advice of the state level working group.

ii) The DFO may permit an HRMS to pay for the bhabbar in three installments in exceptional cases.

iii) For the existing HRMS(s), which dispose off surplus grass after fulfilling their own requirements, there will be no increase in price for subsequent years.

iv) In case of the HRM(s) which use bhabbar harvest for ban making, the lease amount will increase at 7.5% annually for every subsequent year.

v) Those HRMS(s) which dispose off surplus bhabbar through an open bidding shall do so in a general body meeting and in the presence of the concerned DFO or his representative.

vi) The net income made from the sale of bhabbar shall be divided between the Government and the HRMS in the ratio of 25.75. The HRMS shall contribute 30% of its share towards plough back finds for further improvement of the MA and another 10% towards Kalyan Kosh.

vii) Other terms and conditions for the sale of bhabbar and grass are given in the Joint Management Agreement.

BAMBOO

HRMS(s) of bamboo basket makers shall continue to get permits to cut a specified number of bamboos per household per month for 9 months (October – June) every year as per the terms specified in the existing notification of the Government of Haryana on the matter.

SHARE OF HRMS(S) FROM SALE OF TIMBER FROM JOINT MANAGEMENT AREA

After ten years of Joint Forest Management to the satisfaction of Conservator of Forests of that area, the HFD shall share the income from timber, at the time of final harvest and after deducting the expenditure incurred on felling, transportation and auction, with the HRMS(s) in the following manner :

70 percent to the Government

30 percent to the HRMS

Provided that HRMS shall contribute 30 percent of its share towards plough back fund for further improvement of the MA and another 10 percent towards Kalyan Kosh.

BENEFIT SHARING WITH EXISTING HRMS(S) PARTICIPATING IN JOINT FOREST MANAGEMENT BEFORE NOTIFICATION OF THESE INSTRUCITONS :

The registered societies already in existence prior to the notification of these instructions shall be considered eligible for their share of income from timber from the year in which they were registered.

MANAGEMENT AND UTILISATION OF FUNDS OF HRMS

The income accruing to the HRMS(s) from various sources would be managed and utilised as separate funds in the following manner :

Kalyan Kosh

i) The Kalyan Kosh would be set up from contributions available from each HRMS : an annual contribution of 10% from the net proceeds of sale of timber.

ii) The contributions by the respective HRMS(s) will be pooled into a Kalyan Kosh at the Divisional Level. The concerned DFO will maintain this funds as Personal Ledger Account, to be operated with due concurrence of the PCCF / Chairperson of the SWG as authorised to do so by the SWG till a federation of societies comes into existence.

iii) The Kalyan Kosh would be utilised for the promotion of the activities of the HRMS(s) and for expansion of JFM Programme in the State of Haryana.

FOREST RESOURCES DEVELOPMENT FUND (PLOUGH – BACK FUND) :

i) This fund would help in recycling a part of the income generated from the forest (under joint management) into the asset itself.

ii) This fund would be set up at the HRMS level from the contributions by an HRMS; an annual contribution of 30 percent of the HRMS share from the proceeds of sale of surplus bhabbar and 30 percent from the share of timber.

iii) This fund would be retained by each HRMS as separate bank account jointly operated by the DFO and the concerned HRMS functionary (according to the byelaws) with due approval by the General Body of the HRMS.

iv) This fund would be used for the improvement and development of the Joint Management Area according to the prescriptions of the Management Plan.

VILLAGE DEVELOPMENT FUND (HRMS FUND) :

i) The HRMS fund is to be used by the village community.

ii) This fund would consist of the income of he HRMS form the various sources, including that available from the HRMS share of proceeds from sale of surplus bhabbar, from timber, and all other sources.

iii) This fund would be maintained by the HRMS as a separate bank account to be operated by the cashier and any of the other two office bearers, with due approval of the General Body, according to the procedures stated in the bye-laws of the society.

iv) This fund is to be used for village development and community welfare as decided by the General Body.

v) This fund is to be used strictly on non religious and apolitical activities.

Endst. No. 3999 Ft I 98/13359 Chandigarh, Dated the 29-6-98

A copy is forwarded to the following for information and necessary action:-

1 Principal Chief Conservator of Forests, Haryana Panchkula

2 Addl. Principal Chief Conservator of Forest, Haryana Panchkula

3 Managing Director, Haryana Forest Development Corporation Panchkula.

4 Conservator of Forest, North Circle, Panchkula

5 Conservator of Forest, South Circle, Gurgaon

6 Conservator of Forest, West Circle, Hissar

Under Secretary,
For Commissioner & Secretary to Government,
Haryana, Forests Department.