

**THE MEGHALAYA FOODGRAINS
[LICENSING AND CONTROL] ORDER, 1985.**

NO. SUP. 315 / 71 / PT. / 200, dated 23rd December, 1985. :: In exercise of the Powers conferred by Sub - Clause - (d), (f), (h), (i) and (j) of Sub - Section - (2), of Section - 3, of the Essential Commodities Act, 1955, [**Central Act, 10 of 1955**], read with the Notification of the Govt. of India in the Ministry of Agriculture (Department of Food) NO. GSR. 800, dated the 09th June, 1978, with the prior concurrence of the Central Govt. of India and in supersession of the earlier Notification NO. SUP. 315 / 71 / PT. / 126, dated 21st December, 1984. The Governor of Meghalaya hereby make the following Order, namely :-

01. **Short title, extend and commencement :-**

- (1) This Order may be called the **Meghalaya Foodgrains [Licensing and Control] Order, 1985.**
- (2) It extends to the whole of the State of Meghalaya.
- (3) It shall come into force at once.

02. **Definition :-** In this Order, unless the context otherwise requires :-

- (a) "**Director**" means the **Director of Supply**, Meghalaya, and / or any other Officer duly Authorised by the State Govt. to exercise the Powers and discharge the duties of the Director under this Order ;
- (b) "**Deputy Commissioner**" means the **Deputy Commissioner** of a District the **Additional Deputy Commissioner** and the Sub - Divisional Officer, (Civil), within their respective jurisdiction.
- (c) "**Licensing Authority**" means the **Director** or such other Officer appointed as such the State Govt. ;
- (d) "**Foodgrains**" means Rice, Paddy and Wheat Products thereof ;
- (e) "**Dealer**" means a **Person** possessing a Licence for dealing in Foodgrains issued under Sub - Clause - (1) of Clause - (3) of this Order.
- (f) "**Person**" includes any Company or Association or body of individuals whether incorporated or not ;
- (g) "**Form**" means the **Form** set out in the Schedule to this Order ;
- (h) "**Producer**" means a **Person** who produces Foodgrains by cultivation and includes the land-lord who receives rent wholly or partly in kind in respect of the Foodgrains so received but does not include a Person holding a Licence in this Order ;
- (i) "**Schedule**" means a **Schedule** appended to this Order ;

PART - A -- REGULATION OF SALE, PURCHASE AND STORAGE FOR SALE

03. Prohibition to deal in Foodgrains except under Licence :-

No Person either Personally or through any other Person shall engage in any business which involves the purchase, sale or storage for sale of any Foodgrains in Wholesale quantities except under and in accordance with the terms and conditions of a Licence issued under this Order ;

Provided that nothing in this clause in so far as sale or storage of Foodgrains is concerned, shall apply to a Producer.

Explanation -- For the purposes of this Clause the expression " **Purchase or sale in Wholesale quantities** " means the Purchase or sale in quantities exceeding 30 quintals in any one transaction for Individuals etc. and 50 quintals for Fair Price Shops and the expression ' Storage for sale in Wholesale quantities ' means storage in quantities exceeding 30 quintals.

04. Application for Licences.

An Application for a Licence under this order shall be made in **Form - I** to the Licensing Authority. :-

05. Matters to be taken into consideration of granting a Licence. :-

(1) In granting or refusing a Licence under this Order, the Licensing Authority shall among other matters, have regard to the following namely :-

- (a) the stock of Foodgrains available in the Locality for which the Licence is required ;
- (b) The number of Persons who have applied for and those who have been granted Licenses in respect of the Foodgrains under this Order in the Locality ;
- (c) The business ordinarily carried on by the Applicant ;
- (d) The past activities of the Applicant as a Licensee or business men / Firm ; and
- (e) Whether the Applicant is a Co - Operative Society.

(2) Notwithstanding anything contained in Sub - Clause - (1), the State govt. may, if it is of opinion that it is necessary to finalise distribution of Foodgrains through any special or specialized Agencies or Channels (including Co - Operative Society) direct the Licensing Authority to grant a Licence under this order only to such Agencies or Channels.

06. Issue of Licences.

Every Licence issued under this order shall be in **Form - II**.

07. Deposit of Security.

Every Dealer who is granted a Licence under this Order shall, before a Licence is issued to him deposit with the Licensing Authority a Security of Rs. 1,000/- (Rupees One Thousand) for the due performance of the terms and conditions subject to which the Licence is granted to him.

08. **Forfeiture of Security Deposit. :-**

- (1) *Without prejudices to the provisions of Clause - 14, if the Licensing Authority is satisfied that the Dealer has contravened any of the terms or conditions of the Licence and that forfeiture of the Security Deposit is called for, it may after giving a Dealer a reasonable opportunity of stating his case against the forfeiture, by order, forfeit the whole or any part of the Security Deposited by him and communicated a copy of the order to the Dealer.*
- (2) *The Dealer shall, if the amount of security at any time falls short of the amount specified in Clause - 7, forthwith deposit further Security to make up that amount on being required by the Licensing Authority so to do.*
- (3) *Upon due compliance by the Dealer with all the terms and conditions of the Licence, the amount of security or such part thereof which is not forfeited as aforesaid, shall be returned to the Dealer after the termination of the Licence.*

09. **Period of validity of the Licence.**

*Every Licence issued under this Order shall be valid till **31st day of December** next following the date of issue and may be renewed for a further period of one year at a time.*

10. **Fee for Licence.**

The Fee payable for issue of a Licence, and issue of Duplicate Licence under this Order shall be charges as may be determined by Govt. from time to time with the prior concurrence of the Central Govt.

11. **Renewal of the Licence.**

*Every Dealer who is granted a Licence, is required to renew his Licence in time i.e., before the **31st day of December** every year unless otherwise directed by the Licensing Authority by paying a Renewal Fee of Rs. 10/-*

12. **Duplicate Licence.**

If the Licensing Authority is satisfied that a Licence issued under this Order, is defaced, lost or destroyed or otherwise rendered useless, he may, on application made in that behalf and on payment of a Fee issue a Duplicate Licence.

13. **Maintenance of Accounts.**

Every Dealer shall maintain correct and true Account in respect of his business in such Form and manner as the Director may specify.

14. **Compliance with order and direction.**

Every Dealer to whom any order or direction is issued under any Powers conferred by or under this Order shall comply with such Order or direction.

15. **Suspension or cancellation of License.**

If any Dealer either by himself or through his Agent or Servant acting on his behalf contravenes any of the provisions of this Order or any of the terms or conditions of the Licence, them, without prejudice to any other action that may be taken against him, the Authority issuing the Licence may, after giving him an opportunity for making his objections, suspend or cancel the Licence. A copy of the Order suspending or cancelling the Licence shall also be furnished to the Dealer.

16. **Disposal of stocks in certain Cases.**

Where a Licence is suspended or cancelled under Clause - 15, the Licensing Authority may, by Order direct the Person whose Licence is suspended or cancelled to dispose of the stock of Foodgrains with him in such manner and within such time as may be specified in the Order.

17. **Appeal.**

An Appeal against the Order of the Director shall lie to the State Govt. within 30 days of the date of the Order Appealed against.

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PART - B -- SUPPLEMENTARY AND MISCELLANEOUS

18. Returns by Dealer.

Every Dealer shall submit to the Licensing Authority or any Officer Authorised in this behalf by the State Govt. a Monthly Returns in Form - III (1) so as to reach him on the 15th day of the following Month.

19. Power to call for information etc. :-

(1) The Director and the Deputy Commissioner within respective jurisdiction or any Officer Authorised by the Govt. in this behalf may :-

(a) issue directions to the Dealers regarding the purchase or disposal of Foodgrains ;

(b) by Order require any Dealer to furnish such information or statistics or produce for inspection such Accounts, Books or documents relating to his business as may be specified in the Order ;

(c) enter and search or authorise any Officer to enter and search any premises or Vehicles used or believed to be used for the purchase, sale or storage for sale of Foodgrains in contravention of any provision of this Order or seize or Authorise the seizure of stocks of Foodgrains in respect of which he has reason to believe that a contravention of this Order, has been or is being or is about to be committed.

(2) (a) Any Person holding a stock of 18.66 quintals or more of Paddy or its equivalent quantity in Rice or in Rice and Paddy when called upon by general Notification or otherwise by the State Govt. or any officer Authorised by the State Govt. in this behalf to make declaration every fortnight in Form - V, through the Sub - Divisional Officer concerned in respect of Urban Areas and through the Block Development Officers concerned in respect of Rural Areas, shall make written declaration on the 22nd day of each Month for the First fortnight and the 07th day of the following Month for the Second fortnight of each Month.

20. Exemption.

Nothing in Part - A, of this Order shall apply to the Purchase, Sale or storage for sale of Foodgrains by the Food Corporation of India.

21. Sanction for prosecution.

No prosecution in respect of an alleged contravention of any provision of this Order shall be instituted without the sanction of the Licensing Authority.

22.

*With the Promulgation of the **Meghalaya [Licensing and Control] Order, 1985.** The **Meghalaya Foodgrains [Licensing and Control] Order, 1972,** is rescinded.*

THE SCHEDULE FORM ' I '
[See Clause - 1]
Application for Licence.

01.	Applicant's Name.	::	
02.	Father's Name.	::	
03.	Applicant's Profession.	::	
04.	Applicant's Address.	::	
05.	(a) How long the Applicant has been Trading in Foodgrains / Particulars to be given for each kind of Foodgrains.	::	
	(b) Whether at any time between 1943 and 1954 the Applicant held a Licence under the Assam Foodgrains Control Order / Assam Foodstuffs (Foodgrains) Control order, 1953 and Procurement and Licensing Control Order, 1952 and the Assam Foodgrains (Licensing and Control) Order, 1961.	::	
06.	Applicant's place (s) of business and Area in which he wishes to operate. In case or application for Licence to purchase Foodgrains, the names of the place of Head Office and Branch Offices already in existence or proposed to be opened should be separately stated.	::	
07.	The Names and Addresses of the Agents who the Applicant wishes to engage, the Areas wherein they will operate, the Location of their Godowns and the minimum quantity to be stored by each at a time.	::	
08.	Quantities of each kind of Foodgrains handled annually during the last 5 years. If the applicant is a Licence holder under any Foodgrains Control order, the number of Licence, if not, in what capacity he had been trading in Foodgrains in the past.	::	
09.	Name of Foodgrains in respect of which Licence is required and the kind of Licence asked for.	::	
10.	Whether the applicant was refused any Licence before ? If so, particulars with date or Order to be furnished.	::	
11.	Whether the Applicant has obtained Trading Licence from the District Council or other appropriate Authority (copy to be enclosed). This is applicable to Non - Tribals only.	::	
I declare that the following quantities of Foodgrains are in my possession this day and are held at Place (s) noted against them :-			
1.			
2.			
3.			
I hereby carefully read the provision of the Meghalaya Foodgrains (Licensing and Control) Order, 1985 and the conditions of the Licence and I agree to abide by them. The information given above is, to the best of my knowledge and belief correct. I agree to abide by them.			

Place _____ ,

Date _____ ,

The _____ .

Signature of Applicant.

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FORM ' II '
[See Clause - 6]
Licence for Purchase, Sale or Storage for sale of Foodgrains.

Licence No. ::

01.	Subject to the Provisions of the Meghalaya Foodgrains (Licensing and Control) Order, 1985, and to the terms and conditions of this Licence _____ , is / are hereby authorised to purchase, sell or storage for sale, the under mentioned Foodgrains.		::						
02.	(a)	The Licensee shall carry on the aforesaid business at the following Place (s). _____ .	::						
	(b)	Foodgrains in which the aforesaid business is to be carried on shall not be stored at any place other than any of the Godowns mentioned below :-							
		<table border="1" style="width: 100%;"> <tr> <td style="width: 15%;">NOTE</td> <td style="width: 5%;">--</td> <td>If the Licensee intends storing his Foodgrains in places other than those specified above, he shall give prior intimation thereof and shall produce the Licence for making requisite changes by the Licensing Authority.</td> </tr> <tr> <td></td> <td></td> <td>The Licensee shall store _____ Tonnes of Foodgrains.</td> </tr> </table>	NOTE	--	If the Licensee intends storing his Foodgrains in places other than those specified above, he shall give prior intimation thereof and shall produce the Licence for making requisite changes by the Licensing Authority.			The Licensee shall store _____ Tonnes of Foodgrains.	
NOTE	--	If the Licensee intends storing his Foodgrains in places other than those specified above, he shall give prior intimation thereof and shall produce the Licence for making requisite changes by the Licensing Authority.							
		The Licensee shall store _____ Tonnes of Foodgrains.							
03.	(i)	The Licensee shall, except when specially exempted by the Govt. or by the Licensing Authority in this behalf maintain a Register a Daily Accounts for each of the Foodgrains mentioned in Paragraph - 1, showing correctly :-	::						
	(a)	the Opening Stock of each Day ;	::						
	(b)	the quantities received on each day showing the place from where and the source from which received ;	::						
	(c)	the quantities delivered or otherwise removed on each day showing the places of destination ; and	::						
	(d)	the closing stock on each day ;	::						
	(ii)	The Licensee shall complete his Accounts for each day on the day to which they relate, unless prevented by reasonable cause the burden of proving of which shall be upon him.	::						
(iii)	Separate Registers should be maintained for Khandsari Sugar.	::							
04.	The Licensee shall, except when specially exempted by the Govt. or by an Officer Authorised by the Govt. in this behalf, submit to the Licensing Authority concerned a true return, in Form - " III (i), III (ii), III (iii) " , of the stocks, receipts and deliveries of each of the Foodgrains quarter or year so as to reach him within seven days after the close of the Month.		::						

05.	The Licensee shall not contravene the Provision of the Meghalaya Foodgrains (Licensing and Control) Order, 1974, or any other Order relating to Foodstuffs issued under the Essential Commodities Act, 1955 (10 of 1955) .		::	
06.	The Licensee shall not contravene the Provision of any Law relating to Foodstuffs for the time being in force.		::	
07.	The Licensee shall not :-		::	
	(i)	Enter into any transaction involving purchase, sale or storage for sale of Foodgrains in speculative manner prejudicial to the maintenance and easy availability of Foodgrains in the Market ;		
	(ii)	Withhold from sale supplies of Foodgrains ordinarily kept sale ; or		
	(iii)	Charge, in respect of sale of Foodgrains made by him Margin of Profit in excess of the rate fixed by the Govt.		
08.	The Licensee shall exhibit at the entrance of some prominent place of his business premises, the price list of Foodgrains held by him fore sale. Such Price List shall be legibly written in the principal language of the location concerned. It shall indicate separately the pieces of different varieties of Foodgrains.			
09.	The Licensee, if he is a Wholesaler shall sell Foodgrains only to Retailers who are Registered with him and / or in accordance with such directions as the Licensing Authority or any Officer Authorised by that Authority in his behalf, may give from time to time. The Registers of Retailers shall be in Form - IV .		::	
10.	The Licensee shall except when specially exempted by the Govt. or by the Licensing Authority in this behalf issued to every Customer a correct Receipt or invoice, as the case may be by giving his own Name, Address and Licence Number (if any) of the Customer, the Date of transaction the quantity sold, the price per quintal and the total amount charged and shall keep a Duplicate of the same to be available for Inspection on demand by the Licensing Authority or any Officer Authorised by it in this behalf under Clause - 18 of Meghalaya Foodgrains [Licensing and Control] Order, 1985 .		::	
11.	The Licensee shall give all facilities at all reasonable time to the Licensing Authority or any Officer Authorised by it to the Govt. Clause - 18 of Meghalaya Foodgrains [Licensing and Control] Order, 1985 , for the Inspectiopn of his stocks and Accounts at any Shop Godowns or other place used by him for the storage, sale or purchase of Foodgrains and of the taking samples of Foodgrains for examination..		::	
	11.	:: Every Licensee shall take adequate measure to ensure that Foodgrains stored by him are maintained in proper condition and that damages to Foodgrains due to ground moisture, rain, insect, birds, fire and such other causes are avoided. Suitable dunnage shall be used to avoid damaged from ground moisture and Foodgrains shall be fumigated with Chemicals approved for the purpose by Persons who have undergone practical training in that regard. The Licensee shall also ensure that Fertilizers, insecticides and Poisonous Foodgrains in the same likely to contaminate Foodgrains are not stored alongwith Foodgrains in the same Godowns or in immediate just position of Foodgrains stocks.	::	

12.	<i>The Licensee shall, comply with any direction that may be given to him by the Govt. or Licensing Authority or any other Officer Authorised in regard to purchase, sale and storage for sale of Foodgrains and in regard to the language in which the Register, Returns, Receipts or invoices mentioned in Paragraph - " 3, 4, 8, 9, and 10, shall be written and the authentication and maintenance of the Register mentioned In paragraph - 3 and 9.</i>	::	
13.	<i>The Licensee shall in case where he functions in a regulated Market abide by such instructions relating to his business premises given by the marketing Authority having jurisdiction, and in any other case by such body as may be recognised by the Govt. in this behalf.</i>	::	
14.	<i>The Licensee shall not sell or offer to sell in any location any Foodgrains at a Price higher than that fixed for sale of that Foodgrains in such locality by the Central Govt. or by the Govt. of Meghalaya in pursuance of any power conferred Law.</i>	::	
15.	<i>The Licensee is allowed to purchase Foodgrains through the following Agents operating Area noted against each.</i>	::	
	<i>Agent's Name / Father's Name and Address</i>	<i>Area of operation</i>	<i>Location of Godown</i>
	<i>(1)</i>	<i>(2)</i>	<i>(3)</i>
	<i>1.</i>	_____ .	
	<i>2.</i>	_____ .	
	<i>3.</i>	_____ .	
	<i>4.</i>	_____ .	
16.	<i>The Licensee shall be attached to any Application for Renewal.</i>	::	
17.	<i>The Licence shall be valid upto _____ 20 _____ .</i>	::	

Place _____ ,
Date _____ day of _____ .

(Licensing Authority)

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FORM ' III - (i) '
[See Clause - 13 and Condition - 4 of FORM - II]
Monthly Return of stocks Receipt and sale of Foodgrains.

01.	Name of Foodgrains _____ .	::					
02.	Name of Licensees _____ .	::					
03.	Month Ending _____ .	::					
04.	State _____ .	::					
05.	Districts _____ .	::					
06.	Town _____ .	::					
07.	Licence No. _____ .	::					
08.	Annual turnover in all Foodgrains Rs. _____ .	::					
09.	Security Deposit Rs. _____ .	::					
10.	<i>Stock at the beginning of the Month and particulars of Godowns held.</i>						
	<i>Particulars and Address of Godown Code</i>	<i>Quantity in quintals</i>					
		<i>unsold</i>	<i>sold</i> <i>but not delivered</i>				
	(10.1)	(10.2)	(10.3) (10.4)				
	TOTAL ALL GODOWN						
11.	<i>Stocks pledged with any Person or Institution such as a Bank or Co - Operative Society, etc.</i>						
	<i>Particulars of Party with whom pledged</i>	<i>Stock held at</i>	<i>Code</i> <i>Quantity in Qtls</i>				
	(11.1)	(11.2)	(11.3) (11.4)				
	TOTALS						
12.	<i>Total of stock held by the Stockist and pledged (i.e., total of Item - 10 and 11 above in quintals).</i>		::				
	_____ .						
13.	<i>Quantity purchased during the Month and source of supply.</i>						
	<i>Source of supply</i>	<i>Quantity purchased earlier but received</i>	<i>Quantity purchased received</i> <i>Average Price paid per Quintal</i>				
	(13.1)	(13.2)	(13.3) (13.4)				
14.	<i>Quantity sold during the Month.</i>						
	<i>To whom sold</i>	<i>Quantity sold / delivered / quantity sold but not renewed during the Month yet delivered</i>				<i>Total Columns</i>	
		<i>Locally or for movement to places with in the State</i>	<i>For movement to other States</i>	<i>TOTAL</i>	<i>Locally or for movement within the State</i>	<i>For movement to other State</i>	<i>TOTAL</i> <i>14.4</i> <i>14.7</i>
	(14.1)	(14.2)	(14.3)	(14.4)	(14.5)	(14.6)	(14.7) (14.8)
	<i>To bulk Consumers to Registered Retailers / to other Wholesalers / to Govt.</i>						
	TOTAL						
	NOTE	--	Quantity sold earlier and but delivered during the Month will also be included in Columns - 14.2, 14.3 and 14.4.				

15.	<i>Stock at the end of the Month.</i>					
	<i>Particulars of the Godowns where held</i>	<i>Code</i>	<i>Actually with the Stockist unsold</i>	<i>Sold but not delivered</i>	<i>Pledged</i>	<i>TOTAL</i>
	<i>(15.1)</i>	<i>(15.2)</i>	<i>(15.3)</i>	<i>(15.4)</i>	<i>(15.5)</i>	<i>(15.6)</i>
16.	<i>Place _____ .</i>					
17.	<i>Date _____ .</i>					
18.	<i>Signature _____ .</i>					

To

1. *Licensing Authority.*
2. _____ .

Dealer's Stamp and Licence Number. _____ .

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FORM ' III - (ii) '
[See Clause - 18 and Condition - 4 of FORM - II]
Quarterly Return of approximate Margins in respect of stock of each Foodgrains sold during the Quarter Ending.

(All quantities in this Return are to be mentioned in terms of quintals rounded to the nearest unit of quintals.

01.	Name of Licencee _____ .	::											
02.	Address _____ .	::											
03.	State _____ .	::											
04.	Districts _____ .	::											
05.	Town _____ .	::											
06.	License No. _____ .	::											
07.	Annual turnover Rs. _____ .	::											
08.	Security Deposit Rs. _____ .	::											
09.	Date of close of the years' Accounts. _____ .	::											
10.	Name of Foodgrains	Foodgrains Code	Quantity Purchased	Average Price paid per quintal	Quantity sold	Average Price received realized	Approximate Average Margin in respect of each Foodgrains sold during the Quarter						
							Handling Transport			Net Profit			
	(10.1)	(10.2)	(10.3)	(10.4)	(10.5)	(10.6)	(10.7)	(10.8)	(10.9)	(10.10)	(10.11)	(10.12)	(10.13)
	NOTE	--	Information in respect of the above Table shall be furnished by the Licence for each quarter ending 31st March, 30th June, 30th September and 31st December , of every year. This information shall be supplied alongwith the Returns [FORM - III [i] for the Month following the end of the quarter].										
11.	Place _____ .												
12.	Date _____ .												
13.	Signature _____ .												
14.	Dealers Stamp and Licence No. _____ .												

To

1. Licensing Authority, _____ .
2. _____ .

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FORM - III - (iii)
[See Clause - 18 and Condition - 4 of FORM - II]

**Annual Return of Actual Margins in respect of stock of each Foodgrains sold during
the year Ending _____ on 19 _____ .**

01.	Name of Licencee _____ .	::											
02.	Licence No. _____ .	::											
03.	Address _____ .												
04.	Town _____ .												
05.	Districts _____ .	::											
06.	State _____ .	::											
07.	Annual turnover Rs. _____ .	::											
08.	Security Deposit Rs. _____ .	::											
09.	Date of close of the years' Accounts. _____ .	::											
10.	Name of Foodgrains	Foodgrains Code	Quantity Purchased	Average Price paid per quintal	Quantity sold	Average Price received realized	Approximate Average Margin in respect of each Foodgrains sold during the year based on Account Accounts						
							Handling Transport				Net Profit		
	(10.1)	(10.2)	(10.3)	(10.4)	(10.5)	(10.6)	(10.7)	(10.8)	(10.9)	(10.10)	(10.11)	(10.12)	(10.13)
	NOTE	--	Information in respect of the above Table shall be furnished by the Licence for each year within two Weeks of the closing of the Annual Accounts for that year. This Statement shall be furnished alongwith the Return [FORM - III [i] for the Month following the end of the year].										
11.	Place _____ .												
12.	Date _____ .												
13.	Signature _____ .												
14.	Dealers Stamp and Licence No. _____ .												

To

1. Licensing Authority, _____ .
2. _____ .

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