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Law Research Centre

## **Supply of Water from Rajsamand Tank to M/s J.K. Industries Ltd, Kankroli, 2006**

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29

भारतीय न्यायिक

एक सौ रुपये

Rs. 100

ONE  
HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA  
INDIA NON JUDICIAL

4-8 DEC 2006

जस्थान RAJASTHAN

## -: AGREEMENT :-

A 89865

For the supply of water from Rajsamand Tank (Kankroli) to  
M/s. J.K. Industries Limited, Kankroli

This agreement made this day of 21<sup>st</sup> March 2006 between the Governor of the State of Rajasthan (hereinafter referred to as Government, which expression shall unless excluded by or repugnant to the context include his heirs, successores of assigned on the first part and the J.K. Industries Limited, Kankroli, a public limited company registered under the Indian Companies Act, 1913, having its registered office at 7, Council House Street, Kolkatta (West Bengal) (hereinafter referred to as the consumer which expression where the context so required include its successors, liquidators and assigns) of the other part.

Where as the consumer has applied to the Government for the supply of water from the Rajsamand tank for the Tyre Plant and colonies established near the town Kankroli, District Rajsamand in the State of Rajasthan and the Government having agreed to supply the same agree to the terms and conditions hereinafter appearing.

1. The Government shall supply and the consumer shall take from Rajsamand tank such quantity of water as may be needed, subject to a maximum of 41M cft, per annum i.e. Seven Lakh gallons per day at the cost of the consumer, so long as it is available in live storage of the tank after meeting out drinking water requirement on priority.

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21/3/06

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2. When the live storage capacity is not available, the consumer will be allowed to lift water from the dead storage capacity of the tank subject to the condition that sufficient water should be reserved for meeting the requirement of the drinking water supplies. The quantum of water required for drinking purposes will be decided by Executive Engineer, Water Resources, Division Rajsamand In charge of the work.
3. The consumer shall pay for the water taken in use @ Rupce Twenty per thousand cubic feet measured by a meter to be installed at pumping site subject to the revision in the rates, if any, from time to time for the Industries.
4. The consumer shall install a meter for measuring quantity of water from Rajsamand tank before starting pumping for their use and the meter will be open for inspection by the officers of the Irrigation Department.
5. During lean year or due to any other account, the department will not be responsible for insufficient supply and the consumer will make their own arrangements for water supply for their use.
6. The consumer will pay for the quantity of water actually supplied and measured, and in case of dispute regarding the measurement of supplies, decision of the Executive Engineer, Water Resources, In charge of Rajsamand tank will be final and binding.
7. The water will be pumped by the consumer from Rajsamand tank. The consumer shall bear the cost of the pumps, pipeline and meter and all their accessories, and the pump house etc. which is already installed.
8. The department will not be responsible for any silting, scouring or unprecedented flood at the site of intake.

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9. The consumer shall pay the bills on monthly basis or as mutually agreed upon. In case of default in making the payment, the Government will have the right to stop the supply of water, if the bills are not paid within 30 days of the presentation thereof. But before taking this action, a registered notice shall be served on consumer allowing two weeks time, without prejudice to the right of the Government to cut-off the supplies as aforesaid, interest @ 12% per annum shall be paid by the consumer after 30 days of the presentation of the bill and further money as payable shall be recoverable under the Rajasthan Public Demands Recovery Act, 1962.
  10. This agreement shall remain in force for a period of 20 years subject to renewal of such further period and conditions as may be mutually agreed upon by the contracting parties.
  11. As and when the consumer likes he can stop his water supply from the tank and can dismantle and remove his installation with the prior notice of 3 months to the Water Resource Department.
  12. Subject to the provisions of the agreement, if any, dispute or difference arises between the consumer and the Government as regards the interpretation of this agreement except a dispute regarding recovery of charges for the water supply, such dispute or difference shall be referred to the arbitration of two arbitrators and one to be appointed by the arbitrators before entering upon the reference.
- The decision or award of the said arbitration or umpire shall be final and binding on the parties hereto and the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modifications, therein for the time being in force shall apply to such reference, upon every such reference, the cost of and such incidental to the reference and award respectively shall be in the discretion of the arbitrators or the umpires, as the case may be, who may determine the amount thereof as between

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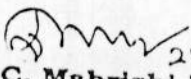



the parties and shall direct by whom and to whom and in what manner the case shall be borne and paid.

In witness thereof the parties have signed this deed here under on the date respectively mentioned against their signatures.

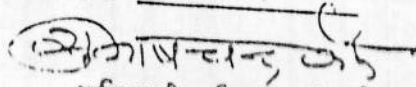
For and on behalf of  
Governor of the State of Rajasthan

For and on behalf of  
J.K. Industries Limited  
Jaykaygram, Kakroli

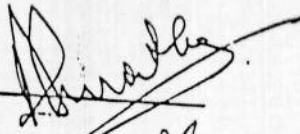
  
( S.C. Mahrishi )  
D. S & TA to Chief Engineer,  
Water Resources Department,  
Government of Rajasthan  
Jaipur

  
( M.M. Lodha )  
Sr. General Manager (Commercial)

1. Witness No. 1

  
अधिसाधी अभियन्ता (कार्य)  
कार्यालय मुख्य अभियन्ता सिंचाई,  
राजस्थान, जयपुर

2. Witness No. 2

  
DGM  
J.K. INDUSTRIES