

R K Trivedi
Executive Director



Ref. NSAI/2022/021

Date: 17-05-2022

To,
The Licensing Authority,
Directorate of Agriculture,
Chhattisgarh State,
Raipur.

Sir,

Sub: Inclusion of crop/varieties in the seed license -Reg

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The National Seed Association of India (NSAI) New Delhi is an apex Association of Seed Industry having around 400 members. The association is working in cooperation with Government and regulatory authorities for the growth and progress of Indian seed industry. NSAI is recognised as premier organisations for welfare's of seed industry at national and global level.

We are writing this letter with reference to the checklist of the Department of Agriculture, Chhattisgarh, Raipur, specifying therein requirement of certain documents for inclusion of crop/variety in the licence.

In this connection, it is submitted that, as the Licensing Authority may be aware, Form-B "Licence to carry on the business of a dealer in seeds", specified under Clause 5(1) of the Seeds (Control) Order, 1983, does not provide for the inclusion of crop/varieties in the licence. However, Form-B provides for the incorporation of "place for storage and place for sale". Form-B is a mandatory format for licence and cannot be altered or deviated.

Therefore, specifying the requirement of various documents by way of a checklist for "**Variety inclusion**" in the licence is not in accordance with and contrary to the provisions of Clause 5(1) of the Seeds (Control) Order, 1983 and, therefore, not valid under the law. Similarly, Form-C, laid down under Clause 7(1) of the Seeds (Control) Order does not provide for the incorporation of crop/variety.

Further, in particular, the following documents, specified by way of the checklist, are beyond the scope of the Seeds (Control) Order, 1983.

- (1) Proforma VIII "Agreement for Co-Marketing Seed produced by the licensed producer"
- (2) Proforma IX "Affidavit (For Responsible Person)"
- (3) Proforma X "Affidavit (For Director/Managing Director/ Chairman)"

Pertinent to mention that laws governing seed business do not regulate seed production, therefore, there is no "**licensed producer**" under the applicable seed laws. It is also pertinent to mention that the Seeds (Control) Order, 1983, issued under Section 3 of the Essential Commodities Act, 1955, mandates regulation of only the Quality and Marketing of seeds as per the procedure laid down under the said Order. Production has been kept out of the purview of the Seeds (Control) Order. There is no term like "Co-Marketing" under the Seeds Act, 1966 or/and the Seeds (Control) Order. Therefore, Proforma VIII, mentioned in the checklist, is contrary to the provisions of the Seeds Act and the Seeds (Control) Order.

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The label, specified under section 6(b) of the Seeds Act, read with clause 8A of the Seeds (Control) Order, requires to provide the "Name and address of the person who offers for sale, sells or otherwise supplies the seed", which clearly establishes that quality and sale of seeds are regulated and not the seed production. Similarly, payment of compensation, awarded under the provisions of the Consumer Protection Act, is a legal issue, therefore, cannot be a subject matter of Proforma VIII.

With regard to Proforma IX "Affidavit (For Responsible Person)", it is stated that compliance with the provisions of the Seeds Act, 1966, the Seeds Rules, 1968 and the Seeds (Control) Order, 1983 is binding on any person, any dealer and the seed company doing seed business and contraventions of the same attract penal provisions, mentioned therein. It is reiterated that the seed production is kept out of the purview of the above statutes. Unapproved Bt genes in the seeds, plants or the produce are an offence under the Environment (Protection) Act, 1986 and its 1989 Rules. As the subject of Proforma IX "Affidavit (For Responsible Person)" is already covered under the above-mentioned applicable laws, there is no requirement for a separate Affidavit in Proforma IX, which adds to unnecessary paperwork. For awarding compensation or the damages, the Central Government has put in place a robust mechanism by way of the Consumer Protection Act, 2019. This is a legal issue and requires judicial intervention, therefore cannot be a subject matter of Proforma IX. The Proforma X Affidavit is exactly like Proforma IX and imposes responsibility on the Director/Managing Director/Chairman. It is pertinent to mention that the Proforma X, apart from being similar to Proforma IX, imposes responsibility on the Director/Managing Director/Chairman. Therefore, Proforma X conflicts with the provisions of Section 21 "Offences by companies" of the Seeds Act, 1966. Both Proforma IX and X are not covered by any of the provisions of the applicable seed laws.

National Seed Association of India requests to kindly consider the above and withdraw the requirement of providing Proforma VIII, IX and X, which are not only unsustainable under law but would cause unnecessary and unwarranted harassment to the seed companies.

Thanking you,

Yours truly,



R K Trivedi

**Directorate of Agriculture
Chhattisgarh Raipur**

For sale of seeds of agricultural crops to government/private seed companies/ private seed producing institutions in the state of Chhattisgarh.

Checklist for Variety inclusion

1. Application in the prescribed format - **Proforma-I.**
2. Photo copy of license.
3. Under taking (Notarized in a stamp paper of Rs.100/-) regarding sale of seeds by the company for taking responsibility and ensuring the quality of seeds and following the provisions contained in the Seeds Act, 1966, Seeds Rules, 1968 & Seeds (Control) Order 1983 - **Proforma –II.**
4. Produced and certified seed quantity and annual marketing plan - **Proforma-III.**
5. Registration issued by the seed certification body (Where the registration has been done) attested copy of the certificate and production program (**Notified Varieties**).
6. If sales permission has been applied for notified varieties, then Gazette notification of those varieties.
7. Information about the production program of non-notified/research varieties/hybrids being taken by the company – **Proforma-IV.**
8. Breeder Certificate and morphological characters for non-notified/research varieties/hybrids being taken by the company – **Proforma-V.**
9. Seed source information (Breeder/Foundation/Certified) – **Proforma-VI.**
10. List of dealers of the company for the state of Chhattisgarh – **Proforma-VII.**
11. Notarized Co-Marketing Agreement (NJS Rs. 100/-) if the seed is being sold other than the producer company – **Proforma-VIII.**
12. In the relation to following the provision contained in the seeds Act,1966, the seeds Rules, 1968 and the Seeds (Control) Order 1983, not being found guilty in the last three years, etc., Rs. 100/- Notarized Affidavit's for responsible person – **Proforma- IX** and For Director/Chairman – **Proforma-X.**
13. Sample copy of seed pouch/packet.
14. Challan for Rs. 1000/-

Account heads;

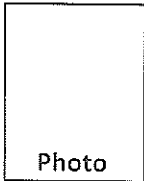
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The prescribed form for furnishing the information as above is attached.

Rs. 100/- stamp paper Notarized document

PROFORMA-II

UNDERTAKING IN RESPECT OF SALE OF SEEDS



THIS AGREEMENT IS MADE AND EXECUTED ON THIS DAY OF 20--
AT RAIPUR

BETWEEN

The Licencing Authority and Director of Agriculture, Chhattisgarh Raipur

THROUGH SHRI..

AGE –

OCCUPATION – _____

RESIDING AT – _____

Hereinafter Referred to as THE STATE, which expression shall unless repugnant to the context or meaning shall mean and includes here heirs, assigns, executors, legal representative and administrators.

THE PARTY OF THE FIRST PART

AND

.....
..... AGE –, OCCUPATION -

THROUGH

RESIDING AT

Hereinafter referred to as Producer/Marketer, which expression shall unless repugnant to the context or meaning shall mean and includes here heirs, assigns, executors, legal representative and administrators.

AS THE PARTY OF THE SECOND PART

THIS, undertaking made on is to be submitted to the government of Chhattisgarh by M/s (herein also refer as seed producer /seed Marketers.....) whereas, seed security is essential for food security, and which is very much relevant to current global situation, sale of spurious seed, has multi fold repercussions on farmers, their life or upon entire farming community and on national economy .

Whereas it is essential to protect farmers interest and this necessitates to have mechanism to provide assurance of quality seed, meeting standards of the seed stipulated in Seeds Act, 1966, and under various allied relevant legislations passed by the Government is our bounden duty

Whenever a farmer suffers due to sale of seeds not meeting minimum seed standards of seed quality stipulated in seeds Act. it is felt essential to make the seed producer i.e. party of the second part, both, private and public, reiterate their responsibility & liability arising due to their such actions.

Therefore, in Order to provide justice to the farmer, in case of loss accrued by them, on account of substandard seed supplied and sold by seed producing or marketing company through its various chain of dealers is amounting to contraventions of provisions of Seed Act, 1966, Seed Rule, 1968 and Seed Control Order 1983, is deserving for stringent actions under above mentioned laws, provided that package of practices stipulated by seed producer company were followed by the farmers scrupulously, that were provided by them.

Whereas the party of the second part i.e. the seed producer / marketing company, are fully aware, accept their responsibility under the relevant provisions of Seeds Act, 1966, Seeds Rule, 1968, Seed Control Order, 1983 Environment Protection Act, 1986, as they relate to control supply ,distribution and sale of seeds. The licensing authority may take administrative and legal course of action whichever deemed fit, as provided in the above referred act will be binding on company.

It is undertaken by the Party of the Second part, that it is responsible for supplying the Seeds meeting the minimum standards of germination and purity in seed quality as stipulated by GOI in respect to seeds of any notified –non- notified kind or variety.

It is further undertaken by the Party of the Second part that the mark or label on containers carrying such seeds will confirms to the provisions under clause ‘A’ of Section 6 of the Seeds Act, 1966

It is further undertaken by the party of the Second part that, such seed is identifiable as to the kind and variety, the container of such seed bears in the prescribed manner the mark or label containing the correct particulars thereof specified under clause ‘c’ of section 7 of the Seeds Act, 1966 and complies with such other requirements as may be prescribed. The party of the second part further undertakes that if the supplied the seeds do not meet the prescribed quality standards leading to loss/es by Farmers due to such seeds the party of second part shall be responsible and liable to pay compensation as per various provisions of existing laws.

The party of the second part further undertakes that they will be liable and responsible under the act due to supply of substandard seeds are only responsible for the compensation to the suffered farmers and no other person shall be responsible for the payment of compensation to the said farmers.

If the aforesaid instance / instances mentioned in above paragraph takes place in the state of Chhattisgarh, company wouldn't have any objection.

The party of second part also undertakes that they are responsible to submit supply and sell report in **Form-D** to Commission rate of Agriculture and all concerned District level Licensing authorities by 10th of next month regularly in **annexure A**. The party of second part is aware that the reports will be submitted regularly to the authorities by the 10th of next month and non-submission of said report will be viewed seriously under the provisions of the Seeds Control Order 1983 and necessary legal action will initiated against the said firm Party of said firm will submit information on seed production program undertaken within and out of the state for supply in the State, from time to time regularly, prior to season in **annexure B**.

The party of second part also undertakes that without inclusion of variety of any crop in seeds license issued to them by Hon Director of Agriculture, Government of Chhattisgarh, Raipur would not effect sale in the state of Chhattisgarh.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS AND SEALS HERE UNTO THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.
SIGNED & DELIVERED BY THE →

Within Named The State →

Through Shri./Smt. →

.... THE PARTY OF FIRST PART

SIGNED & DELIVERED BY THE →

Within Named Producer/Marketer →

For M/s →

Shri. /smt. →

.... THE PARTY OF THE SECOND PART

IN PRESENCE OF WITNESSES:

1. Signature :-

Name :-

Address :-

2. Signature :-

Name :-

Address :-

PROFORMA IX

Attested by a notary on the stamp paper of 100/- Rs.

Affidavit

(For Responsible Person)

I. at present at I am working incompany and my place of residence.....and mobile number..... that I swear that

1. Under the Essential Commodities Act-1994 the Seeds Act-1966, the Seeds Rules-1966 and the Seeds (Control) Order 1983 or under any order issued by the seed production institution/company..... have not been found guilty in the last three years.

2. To ensure the seed business and its quality, I will fully comply with the provisions contained in the Seeds Act-1966 Seeds Rules 1968 and Seeds (Control) Order-1983.

3. Any information submitted by me (through packing/label/ leaflet/ morphological characters etc.) in respect of the non-notified (not notified by the Government of India) research and hybrid variety applied by me. The producer organization and the company/seller are jointly responsible in case the consumer is found to be different from the quantitative and technical point of view or in case of any kind of loss to the consumer or any kind of pest or disease affecting the consumer or the farmers of the area.

4. No BT Jeans among the seeds to be sold,

5. In respect of non-notified (which is not notified by the Government of India), researched variety (research) and hybrid variety (hybrid) in respect of any kind of damage/loss to the farmers, the concerned company/seller jointly bears the loss/damage of the farmers. In case of loss, the concerned company/seller will be jointly bound to compensate the farmers and the condition mentioned in Proforma-2 will not be binding if the agricultural program prescribed by the seed producing company is fully followed by the farmer. Accordingly, the company will not have any objection on taking action against the company.

Deponent

Verification: The above information given in paragraph 1-5 is true and correct to the best of my knowledge, which I am attesting by my signature.

Place

Date

Deponent

PROFORMA X

Attested by a notary on the stamp paper of 100/- Rs.

Affidavit

(For Director / Managing Director / Chairman)

I at present at I am working incompany and my place of residence.....and mobile number..... that I swear that

1. Under the Essential Commodities Act-1994 the Seeds Act-1966, the Seeds Rules-1966 and the Seeds (Control) Order 1983 or under any order issued by the seed production institution/company..... have not been found guilty in the last three years.

2. To ensure the seed business and its quality, I will fully comply with the provisions contained in the Seeds Act-1966 Seeds Rules 1968 and Seeds (Control) Order-1983.

3. Any information submitted by me (through packing/label/ leaflet/ morphological characters etc.) in respect of the non-notified (not notified by the Government of India) research and hybrid variety applied by me. The producer organization and the company/seller are jointly responsible in case the consumer is found to be different from the quantitative and technical point of view or in case of any kind of loss to the consumer or any kind of pest or disease affecting the consumer or the farmers of the area.

4. No BT Jeans among the seeds to be sold,

5. In respect of non-notified (which is not notified by the Government of India), researched variety (research) and hybrid variety (hybrid) in respect of any kind of damage/loss to the farmers, the concerned company/seller jointly bears the loss/damage of the farmers. In case of loss, the concerned company/seller will be jointly bound to compensate the farmers and the condition mentioned in Proforma-2 will not be binding if the agricultural program prescribed by the seed producing company is fully followed by the farmer. Accordingly, the company will not have any objection on taking action against the company.

Deponent

Verification: The above information given in paragraph 1-5 is true and correct to the best of my knowledge, which I am attesting by my signature.

Place

Date

Deponent

Rs. 100/- stamp paper Notarized document

PROFORMA VIII

Agreement for Co-Marketing Seed produced by the licensed producer

This Undertaking is made on this day of jointly by

1) a company incorporated under the provisions of the Companies Act., 1956 and having its registered office at (hereinafter referred to as *Producer* which expression shall unless repugnant to the context or meaning thereof shall mean and include its legal representatives and permitted assigns) and

2) Processing Plant a company incorporated under the provisions of the Companies Act., 1956 and having its registered office at (hereinafter referred to as *Marketer* which expression shall unless repugnant to the context or meaning thereof shall mean and include its legal representatives and permitted assigns) (The *Producer* and *Marketer* are hereinafter collectively referred to as the parties and individually as a party). We are in legal agreement (dt) for marketing of Seed Produced by the above Producer and marketed by the above marketer for the period of to (copy enclosed). we hereby agree to abide the following terms and conditions.

A) The Producer is engaged in the business of Producing, selling and marketing various kinds of seed included in the license form the licensing authority and the marketer is desirous of Marketing and selling of the seed in Chhattisgarh under its own brand names as mentioned in the annexure attached and the Producer has agreed to supply the said seed to the marketer on the terms and conditions as agreed between the parties.

B) For this purpose, the Marketer is bound to have its own license endorsed with the name of crop and variety for the limited purpose of this agreement so that the marketer is able to market the seed in Chhattisgarh state.

C) The validity of this agreement will be up to the validity period of license of the Producer.

D) Responsibility of Producer

1. I am aware that the label on the seed container / pouch shall apart from other statutory requirements also clearly mention as under : Marketed by : M/s Super Seed Pvt. Ltd., 32, New Anai Mandi Hisar-125005, Haryana I will see that the font size of the matter printed on the label under the title „Produced by“ and „Marketed by“ would be kept identical.
2. I shall be responsible for all the risk and liability including the quality of produce and packing of the seed as per label specification.
3. I shall be solely responsible for obtaining and keeping renewed all the statutory licenses, approvals, permissions, authorizations required and the expert staff required for maintain the quality standard of the seed. And that all the activities are carried out in compliance to all standards, specifications, applicable laws, rules, regulations of the Seed Act 1966, Seed Rule 1968, and Cotton Seed Act 2009.

4. I will support the Marketer by giving all the relevant documents required to get those licenses which are required by him.
5. I undertake that the packing is done as per the correct weight into the packing of mutually agreed size, type, and quality and label design of the seed. The label will be printed as per requirement of Seed Act 1966, Seed Rule 1968, and Cotton Seed Act 2009.
6. I will print and mark price, weight, Lot no., Producers name, or any other details as stipulated by the Government from time to time on all the packages of the seed.
7. I shall provide to the marketer with a certificate of analysis for each lot of the seed supplied to the marketer to ascertain that the quality of seeds have met by the Producer.
8. It is bound to me to submit regularly the reports about the details of seed Produced And Sold in Chhattisgarh State as prescribed in.
 - a. Monthly Returns of seed in form "D" (See clause -19 (1) of Seed Control Order 1983.
 - b. Annual seed production plan Seed availability report and marketing plan of seed kind and varieties handled by the Producer needs to be submitted every year in the month of July in prescribed formats online.
9. I will submit separate report every month regarding the actual supply of the seed to the marketer.
10. It is my responsibility as a Producer that the Marketer will not sell the seed quantity in excess of what is supplied by us to him.
11. I am equally responsible for providing the compensation to the farmers for the losses occurred to them due to use of seed marketed by me as directed by the Consumer Protection Act.

E) Responsibility of Marketer

1. I will sell only that much quantity of the seed in the market which is mutually agreed and as mentioned in the annexure and received from the Producer.
2. I am solely responsible for the quality of the seed sold in the market.
3. I will inform the Agriculture Department regarding the spurious sale of this product and will take all necessary legal actions including police case etc. against the culprits
4. I undertake that by virtue of the agreement between us I hereby licenses to the producer the right to affix the brand name on the seed
5. The wrong promotion of label claims associated with the sale and distribution of the seed in Chhattisgarh shall be my responsibility as a Marketer.
6. I will intimate the tentative demand of seed every year to the producer who in turn may supply accordingly.

- 7 I will be responsible for adequate precautions to be taken in storage, transportation and handling of the seed with producer standards of the quality control, safe handling, shelf life etc.
- 8 It is my responsibility as the Marketer not to sell the substandard quality seed in the market. Otherwise I will be liable to punish as per the provisions of The Seed Act 1966, Seed Rules 1968, Seed Control Order 1983 and Cotton Seed Act 2009
- 9 I am bound to submit the report giving details about district wise sells in Chhattisgarh State, to the district level authorities i.e. District Superintending Agriculture Officer and Agricultural Development Officer of the concerned Zilla Parishads. The reports will be submitted regularly to the Authorities by the 10th of next month and I undertake that non-submission of the said report will be treated seriously under the provisions of the Said Act and necessary legal action will initiated against me.
- 10 Any change in address of Office, Stocking points, Selling points etc. will not be done without the prior permission of the Licensing Authority.
- 11 I undertake that as the Marketer I am legally bound to sell the seed in conformity with the standards as prescribed by GOI in respect to seeds of any notified /non notified kind or varieties and any deviation will lead to legal action.
- 12 I am equally responsible for providing the compensation to the farmers for the losses occurred to them due to use of seed marketed by me as directed by the Consumer Protection Act

For and on behalf of

For and on behalf of

(Signature with name and address)

(Signature with name and address)

Producer

Marketer

Annexure

Sr. No.	Kind	Name of Variety/ Hybrid	Quantity to be supplied by Producer (Qt.)/Packets	Packing size	Brand name given by marketer	Quantity to be marketed by marketer in C.G.(Qt.)Packets
1	2	3	4	5	6	7

For and on behalf of

For and on behalf of

(Signature with name and address)

(Signature with name and address)

Producer

Marketer