

## CHAPTER 14

# Joint Forest Management

### **1. Joint Forest Management**

- 1.1. Ministry of Environment and Forest on 30.06.1990 issued directions to State Government to involve local people for management and development of forests. Participatory approach will be central to forest management in forest as well as non-forest areas.
- 1.2. State Govt. issued an order on 15.03.1991 for reforestation of degraded and barren forest areas with the help of local people and non-governmental voluntary organizations. This order was later<sup>1</sup> amended on 17-10-2000.

### **1.3. Salient features of the order are as under:**

- 1.3.1. Village Forest Protection and Management Committees will be constituted village wise. Deputy Conservator of Forests or equivalent officer will register this committee.
- 1.3.2. The committee will be given, a piece of forest land which would, as far as possible, fall in the boundary of one village. Additional land will be given to VFPMC only after review of previous work.
- 1.3.3. A plantation or forest given to the VFPMC will be managed as per the management plan prepared by forest department in consultation with local population.
- 1.3.4. The role of voluntary Non-governmental organization will be limited to coordination between forest department and local people and it will act only as a catalyst. The VFPMC will arrange its funds from its own sources or from grants in aid from other institutions.
- 1.3.5. The ownership of land will be with forest department.

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1. GO No. F7(39)/Forest/90 dt. 17-10-2000.

- 1.3.6. Non-forestry works will not be allowed on such land.
- 1.3.7. Grazing of cattle will not be permitted in the plantation area on such land.
- 1.3.8. The VFPMC will keep a membership register which will be updated from time to time. Any adult resident of a village, a right holder in protection and development can become a member of the committee. At least 33% members will be women.
- 1.3.9. The VFPMC will have an executive body comprising not more than 11 members
- 1.3.10. The composition of executive committee will be as under.
  - 1.3.10.1. Women members - at least 3
  - 1.3.10.2. Person from landless category - at least 1
  - 1.3.10.3. At least 1 Member of schedule caste "if SC population is 10% or more.
  - 1.3.10.4. At least 1 Member of schedule tribe "if ST population is 10% or more. If combined SC/ST population is 15 % or less than 15% then only one member will be from SC or ST.
- 1.3.11. The office bearers will be a President, a Vice president, a Treasurer and a Secretary.
- 1.3.12. At least one post of the above will be given to women member. Forest extension Assistant / Forester / Forest Guard will be ex officio secretary of the executive committee but will have no voting right.
- 1.3.13. The tenure of the executive committee will be 2 years. Fresh election will be held after the expiry of this period. Efforts will be made to appoint an able member of the reconstituted committee as Secretary and the forest official will continue as only ordinary member. In the event of non- availability of suitable person, the Forest official will continue as ex-officio Secretary.
- 1.3.14. Panch or Sarpanch of the village who are ex-officio members of VFPMC will also have a voting right.
- 1.3.15. The VFPMC will hold at least two general meetings every year with a quorum of 40% members. 33% of women members should be present in the meeting.
- 1.3.16. The VFPMC will provide protection to the allotted land and develop

the area for meeting out the demand of fodder and fuel wood keeping local ecological conditions in view. VFPMC will also decide the method for distribution of forest produce as per management plan. VFPMC will provide active help to forest officials in taking action against forest offenders on the land.

- 1.3.17. Intermediate yields of MFP (except Tendu leaves Bomboo and Gums) like grass, leaves, fruit, flowers, seeds, dry & fallen twigs, Munja, Khus etc will be available to the VFPMC free of cost. Such forest produce will be disposed of as per decision of VFPMC. VFPMC may also decide to levy some fee for these products.
- 1.3.18. The VFPMC will be entitled to the following forest produce also in accordance with the MoU only if the VFPMC has managed and protected the area continuously for at least 5 years.
- 1.3.19. Forest Produce obtained from the cultural operations undertaken in accordance with the approved management plan of the area after deduction of the amount spent on cultural operations.
- 1.3.20. The produce obtained from pruning of the grown up trees as prescribed in the approved management plan. Price can be levied for such produce by the VFPMC.
- 1.3.21. The income from above sources will be deposited in the accounts of VFPMC.

#### **1.4. Final felling**

- 1.4.1. The final felling will be carried out as per approved management plan under the supervision of Forest Department. The produce obtained by final felling will be divided into two categories.
- 1.4.2. All wood other than bamboo up to 20 cm girth (over bark) will be given to VFPMC for distribution among its members under the supervision of forest officers.
- 1.4.3. All wood above 20 cm girth (over bark) and all type of bamboo will be sold to the members of VFPMC on prevailing market rates by the forest department.
- 1.4.4. The remaining forest produce after meeting the demand of VFPMC members will be auctioned or sold at rates fixed by forest department on the recommendation of VFPMC in presence of its members.

## **1.5. Sharing of Income**

- 1.5.1. The income received by VFPMC from other than final felling will be spent on protection of forest and plantation, maintenance and development on priority basis. It can be used for other purposes also.
- 1.5.2. In case Forest Department made available entire expenses for plantation, maintenance, protection and management of the area, 50% of the income generated at the time of final felling from sale of bamboo and wood above 20 cm girth (OB) will be deposited in the revenue of Forest Department. Remaining 50% income will be deposited in the account of VFPMC. Half of this amount will be spent as consensus decision of VFPMC members and remaining half will be utilized for raising plantation on same / other land and / or for protection and maintenance of plantation area.
- 1.5.3. If the entire expenditure on plantation and protection was made by VFPMC, 10% of gross income from final felling will be deposited in revenue of Forest Department and remaining 90% will be deposited in the account of VFPMC. 70% of income accrued to VFPMC will be spent as per consensus decision of the committee and remaining 30% will be spent on raising of plantations and their protection.
- 1.5.4. If VFPMC provided only protection and management, 80% of the gross income from sale of bamboo and wood (above 20 cm girth) will be deposited in revenue of Forest Department. 20% of this income will be deposited in VFPMC accounts which will be spent as per decision of VFPMC members.
- 1.5.5. The Range Officer of the area and other senior officers of the Forest Department may inspect the records related to the revenue of VFPMC.

## **1.6. Resolution of dispute**

- 1.6.1. Executive committee will resolve dispute among members. Help of voluntary organization / NGO/ Forest Department may be taken if needed. Decision of the executive committee will be final.
- 1.6.2. The concerning Range Officer will mediate/negotiate and resolve any dispute between two or more VFPMCs or between a VFPMC and a Panchayat.
- 1.6.3. Appeal if any of above decision shall lie with DCF / DFO.

## **1.7. Failure to act according to the agreement**

- 1.7.1. The VFPMC shall sign an agreement with Forest department in the prescribed Profoma.
- 1.7.2. If any member violates any general or special condition of the agreement, the VFPMC may take appropriate action and revoke the membership and inform the DCF.
- 1.7.3. If VFPMC is not working as per provisions of agreement, the Forest Range officer will issue notices to improve its working if VFPMC continues to fail to act in accordance with the agreement despite two notices, the DCF / DFO will enquire and take steps to ensure compliance of the agreement failing which he may revoke the agreement take up management of the area in accordance with the management plan.
- 1.7.4. The appeal against the order of DCF / DFO for declaring the agreement will lie with Conservator of Forest. The period of appeal will be 2 months. The decision of Conservator of Forest will be final and binding on both parties.

## **2. Janata Van Yojana**

- 2.1. The aim of Janata Van Yojana is to afforest the Forest land, Wasteland, Panchayat land, Oran land and other Government land through the VFPMCs, Gram Panchyats, Ex-servicemen, experienced NGOs depending upon their past performance.
- 2.2. This scheme has been launched<sup>2</sup> on experimental basis in 1995-96. The agencies for implementation of the scheme will be selected based upon their past successes and total contribution to the field of forestry. If the scheme becomes successful, private individual and other agencies may also be included.
- 2.3. A unit of size 20 ha and 12 ha each will be taken in Non-desert areas and IGNP areas respectively. Selection of agency will be done by the Regional Chief Conservator of Forests from among the proposals received in the office of DCF / DFO. Forest land, Panchayat land, Oran land, and other government land will give priority for afforestation work. The title of land will remain unchanged.
- 2.4. The number of seedling will be 1100 per hectare in non-desert area and 835 per hectare in IGNP area. The cost of plantation will be according to prevalent BSR of the area.

<sup>2</sup> G.O. No. P15(10)Forest/95 dt 26/02/1996.

- 2.5. Executive agency will be given a contract for entire plantation work for five years. No contract will be given for part work or part period. The work will not be allowed to be sublet to anyone.
- 2.6. Payment will be made after verification for the completed works on running bill basis.
- 2.7. The executing agency shall submit a bank guarantee or fidelity guarantee of Rs. 20000/- to the concerning DCF / DFO.
- 2.8. A sum equivalent to 10% of sum payable to the agency can be given as advance against the demand of the agency. This will be adjusted in the future payments in installments. Amount of installment shall not exceed one third of amount of running bill.
- 2.9. Executive agency has to sign an agreement for execution of works. The work schedule / calendar will be made available by the DCF at the time of agreement.
- 2.10. The executing agencies have to ensure following survival percentage.
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| End of 2nd Year & 3rd year: | 70% |
| End of 4th Year:            | 65% |
| End of 5th year:            | 60% |
- 2.11. Verification of survival will be done in presence of Chairperson of agency or his representative. If survival is found less than the above, proportionate deduction will be made from payments bills or bank guarantee / fidelity guarantee etc.
- 2.12. The departmental officers are fully empowered to verify the work. The verification will be undertaken under the supervision of the Deputy Conservator of Forests.
- 2.13. In case the executing agency leaves the work midway, the forest department will execute balance work departmentally.
- 2.14. Plants for afforestation will be made available by Forest Department free of cost.
- 2.15. Seeds of grass will also be made available for IGNU area. Fencing material will be provided by Forest Department but its fixing will be done by executing agency.
- 2.16. The department will check the survival every year and if survival is found below the prescribed norms then Forest Department has right

to revoke the agreement. Regional Chief Conservator of Forest concerned will take the decision in this matter.

- 2.17. The entire training regarding afforestation works to the executing agency will be provided free of costs by Forest Department.
- 2.18. Species: Non desert Area: Neem, Shisham, Mahua, Khair Churail, Khirani, Haldu Bans, Aavla, Ardu etc. IGNP Area: Shisham, Ardu, Populus, Khejadi, Rohida, Gundi, Ber, Israeli babool, Lisoda etc.
- 2.19. The executing agency may collect grass and other minor forest produce for local demand free of cost from plantation area

**3. Participation of the Private sector through involvement of NGOs and Forest Department in afforestation and rehabilitation of degraded forests.**

- 3.1. The Government has decided to encourage the participation of private sector in afforestation / rehabilitation of degraded forest areas.
- 3.2. The Government orders<sup>3</sup> envisage the signing of a draft tri-partite MOU between Private Sector/Entrepreneur/Person Company/Organisation, VFPMC and the Government to facilitate such involvement.
- 3.3. Under the agreement the land is made available by the department. The plantation/afforestation work is to be undertaken by the concerned VFPMC of the area and the cost of plantation and maintenance has to be borne by the Private Sector/Entrepreneur/Person/Company/Organisation through the CAMPA fund.
- 3.4. The title of land under the arrangement remains unchanged.

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3. G.O. No. F 9 (1)Van/2012 dated July 9,2012