

From Director, Food, Civil Supplies and
Consumer Affairs, Punjab.

- To
1. General Manager, FCI, Punjab Region, Sector 31, Chandigarh.
 2. Managing Director, PUNGRAIN, Sector 39, Chandigarh.
 3. Managing Director, MARKFED, Sector 35, Chandigarh.
 4. Managing Director, PUNSUP, Sector 34, Chandigarh.
 5. Managing Director, PSWC, Sector 17, Chandigarh.
 6. Managing Director, PAFC, Sector 28, Chandigarh.

Memo No. RP-1 (1024)-2019/2052

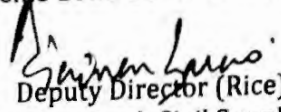
Dated, Chandigarh the 17/09/19

Subject: "Dues Recovery & Settlement Scheme 2019-20"regarding.

Please refer to the subject cited above.

2. A copy of "Dues Recovery & Settlement Scheme 2019-20" is sent herewith for information and necessary action.

Enclosure- As above

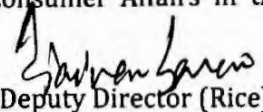

Deputy Director (Rice)
for Director, Food, Civil Supplies and
Consumer Affairs, Punjab.

Endst. No. RP-1 (1024)-2019/2053

Dated, Chandigarh the 17/09/19

A copy of the above along with the copy of "Dues Recovery & Settlement Scheme 2019-20" is forwarded to the following for information & necessary action:-

1. Additional Director (Finance Accounts)-cum-Controller Food Accounts, Head Office. I have been directed to inform that she is hereby appointed as Nodal Officer for issuing SOP and for implementation of the above scheme after approval of the competent authority.
2. All Deputy Directors (Field), Food, Civil Supplies and Consumer Affairs in the State of Punjab.
3. All District Controllers, Food, Civil Supplies and Consumer Affairs in the State of Punjab.

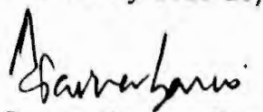

Deputy Director (Rice)
for Director, Food, Civil Supplies and
Consumer Affairs, Punjab.

Endst. No. RP-1 (1024)-2019/2054

Dated, Chandigarh the 17/09/19

A copy of the above along with the copy of "Dues Recovery & Settlement Scheme 2019-20" is forwarded to the following for information and necessary action:-

1. Private Secretary/Food Civil Supplies & Consumer Affairs Minister, Punjab.
2. Private Secretary/Chief Principal Secretary to Chief Minister, Punjab.
3. Private Secretary/Chief Secretary, Punjab.
4. Private Secretary/Principal Secretary to Chief Minister, Punjab.
5. Private Secretary/Principal Secretary, Government of Punjab, Department of Finance.
6. Private Secretary/Principal Secretary, Government of Punjab, Food Civil Supplies & Consumer Affairs.
7. Personal Assistant/Director, Food Civil Supplies & Consumer Affairs, Punjab.
8. Personal Assistant/Secretary, Mandi Board, Punjab.
9. All Officers at Head Office, Chandigarh.
10. Superintendent, Cabinet Affairs Branch, Government of Punjab w.r.t. I.D.letter no. 01/126/2019-1 Cabinet/1575770/1 dated 16.09.2019.
11. Superintendent, Finance Expenditure-5 Branch, Department of Finance, Government of Punjab w.r.t. I.D.letter no. 2/52/2019/3FE5/OTS Policy-2019-20/1563975/1 Dated 03.09.2019.
12. All Dealing Hands, Rice Branch, Head Office.


Deputy Director (Rice)
for Director, Food, Civil Supplies and
Consumer Affairs, Punjab.

Government of Punjab
Department of Food, Civil Supplies and Consumer Affairs,
AnaaJ Bhawan, Sector 39-C, CHANDIGARH
(Rice Branch)

DUES RECOVERY & SETTLEMENT SCHEME 2019-20

BACKGROUND

1. The Department of Food, Civil Supplies and Consumer Affairs, Punjab is the nodal agency for procurement of food grains in the State through its procuring agencies, i.e. Punjab Grains Procurement Corporation Limited (**PUNGRAIN**), Punjab State Co-operative Supply & Marketing Federation Ltd (**MARKFED**), Punjab State Civil Supplies Corporation Limited (**PUNSUP**), Punjab State Warehousing Corporation (**PSWC**) & Punjab Agro Foodgrains Corporation (**PAFC**) (i.e. the **State Procurement Agencies (SPA)**) also the Food Corporation of India (**FCI**) which is the agency of Government of India. These State Procurement Agencies were [and are] suffering huge losses due to payment of heavy interest on procurement of funds under the Cash Credit Limit (**CCL**) coupled with the non-recovery of substantial amount from various defaulter millers in the State and from FCI.
2. Paddy procured by the agencies is milled by the millers in the State under the Custom Milling Policy issued every year and milling charges are paid to these millers. In the year 1994-95, 2001-02 and 2009-10, the State Procurement Agencies suffered a higher loss firstly on account of shortage of space in the year 1994-95 & 2001-02 and then in the year 2009-10 on account of purchase of PAU-201 variety (in which rice had a higher content of damaged rice on account of pinpoint damage).
3. Apart from this, there are a number of millers who have not cleared their dues in time, which along with penalties and interest thereon leads to huge amounts recoverable from such millers. Legal proceedings have been initiated against such millers under the relevant policy guidelines and the processes in accordance with law. All such proceedings are pending since very long. Previous experience of litigation has revealed that these processes are cumbersome, time consuming and with marginal or very little commensurate benefit. This outstanding amount is also increasing every year due to the compounded rate of interest.
4. Given the dire financial situation of such State Procurement Agencies caused by a combined effect of continuous loss on account of non-receipt of recoveries from millers on the one hand coupled with the obligation to pay a heavy amount of interest on the CCL, the Government of Punjab was required to financially rescue these agencies, take over all the losses up to 2014-15, and convert the same into Clean Term Loan (**CTL**) from RBI. Hence all these outstanding recoveries up to 2014-15 are payable to the State Government.
5. The State has in the past announced a **OTS (One Time Settlement)** Scheme as a means to recover such dues. The various Rice Millers' Associations have submitted representations that the Government of Punjab may reconsider the terms of its OTS Scheme dated 7th September 2017 as due consideration was not given to certain ground realities associated with the crop years (i) 1994-95, (ii) 2001-02 and (iii) 2009-10 and for some circumstances which the millers (though defaulters) were not responsible. Representations of various rice millers and Rice Millers' Associations were also received seeking some additional relief to all the defaulter and

sick rice mills up-to the year 2014-15 so that such mills may be revived to generate economic activity. It is also imperative that such recoveries be attempted to be made so that State Revenue can be protected and augmented as far as possible and to the extent possible.

6. The Government of Punjab after considering the necessary/relevant factors seeks to implement the following Scheme:-

DUES RECOVERY & SETTLEMENT SCHEME 2019-20

1. **DEFINITION**

1.1 For the purposes of this Scheme, the words and terms set out herein shall have the following meaning:

(a) **Defaulting Miller(s) or Defaulter Miller(s)** shall mean a rice miller(s) who is/are in default of payment of dues/ interest/ penalties under the Custom Milling Policies, issued by the State of Punjab up to and including the crop year 2014-2015. The term rice miller shall include organizations established as a separate existence for the purposes of carrying the business of custom milling of paddy and it may be a Corporation, Sole proprietorship, Partnership Firm, Limited Liability Partnership, Company (Public/Private), a trust or any other type of common business/legal entity including lessee firms. The term Rice Miller shall also include the Owner(s)/Partner(s)/Manager(s)/Trustee(s) of a business entity who manage(s) and has an ultimate control over all the affairs of such 'business entity' and would include any person who is responsible for day to day affairs and/or operations of the mill/rice mill in question. If some recovery is due from such Owner(s)/Partner(s)/Manager(s)/Trustee(s), then such recovery shall be recovered from him/her.

(b) **Defalcating Defaulter** shall mean a rice miller who has embezzled paddy/rice of any State Procurement Agency.

2. **SCOPE OF THE SCHEME:** -

- a) Subject to the terms and conditions of this Scheme, a defaulting miller as defined in Clause 1(b) above who is in default up to and including Crop Year 2014-15 shall be eligible to claim application of this Scheme. Similarly, a miller who is in default for Crop Year 2015-16 or thereafter shall not be entitled to claim any benefit under this Scheme.
- b) A defaulting miller who has previously availed the OTS Scheme dated 7th September 2017 shall not be entitled to claim any benefit under this Scheme.
- c) **Notwithstanding anything contained to the contrary in this Scheme:**
- i. A defalcating defaulter, miller in default for any Crop Year on account of defalcating shall not be entitled to claim any benefit under this Scheme. In such case, all legal remedies may be availed of by the Agencies/ Government, including the registration of an FIR against such defalcating miller.
 - ii. Defaulter millers against whom a decree or arbitral award for recovery has been obtained, or execution proceedings are pending, shall be covered under this Scheme only after taking legal opinion by the Department of Food Civil Supplies & Consumer Affairs, Punjab.

3. **PROCEDURE FOR APPLICATION**

- AB
- a. The defaulter miller, eligible for coverage under this Scheme, and who desires to avail of the benefits there under shall apply as per **Annexure 'A'** (for Crops Years 1994-95, 2001-02 and 2009-10) and/or **Annexure-'B'** (for any other Crop Year) on or before the last date of application along with application money of Rs. 1,00,000 (One lakh only).
 - b. If the defaulter miller is in default for more than one crop year, separate applications shall be submitted for each crop year.
 - c. If a defaulter miller has a pending court case or arbitration case with the Procurement Agency, as on date when this Scheme is notified by the Government, such defaulter miller may apply under this Scheme only upon submitting a **Bank Guarantee** equivalent to the amount recoverable calculated at the rates specified in Schedule 1 under this Scheme for the shortage in supply of rice and other recovery, if any, claimed by the Agency plus simple interest @ 10% p.a. calculated for 2 years on the amount recoverable as above.
 - d. The tenure of the Bank Guarantee shall be for an initial period of 2 years and shall be extended for further period(s) of 2 years for every extension until the final settlement of dues under this Scheme.
 - e. In case a defaulter miller applies for the benefit of this Scheme during the pendency of any court/ arbitration case, the application will also be supported by an affidavit stating that:
 - i. Within seven days of filing of the present application he will file an application for stay of the pending Court/arbitral proceedings, stating therein, that the defaulter miller has submitted an application under the present Scheme for settlement.
 - ii. In the event of default of the payment as prescribed under this Scheme, the court/ arbitration proceedings would re-commence, as if the Scheme was never implemented and the defaulting miller will not lay claim to any interest for this period of stay.
 - iii. Any payments made by the miller in pursuance to the Scheme, including the application money and/or the Bank Guarantee, in such a situation will stand forfeited/and or encashed.
 - f. The application shall be submitted to the concerned District Manager of the concerned agency duly dated and signed by the defaulting miller.
 - g. The concerned District Manager shall issue a proper receipt for the application received by him with his signatures duly stamp with the official seal as set out in Schedule-2.
 - h. The last date of receipt of application under this Scheme shall be 30th September 2019. Any application received after this date shall not be entertained.

4. QUANTIFICATION OF DUES

Set out below is the quantification of dues to be calculated for a defaulter miller: -

I. PRINCIPAL SUM DUE

A. Crop Year 1994-95, 2001-2002 (delayed delivery due to shortage of space), 2009-10 (PAU-2001 variety only).

The amount payable by a defaulter miller in respect of the above Crop Year, shall be settled as under: -

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- a) The defaulter miller shall be charged for balance rice at the given in Schedule 1 to this Scheme for the respective crop(s) along with interest levied at the rate of 10% simple interest, provided that the interest so levied does not exceed the principal amount.
 - b) No loss on sale of paddy/rice through auction by agencies shall be recovered from the defaulter rice millers.
 - c) Other recoveries shall be made in full with 10% simple interest, and provided again that interest will not be more than the principal amount.
 - d) An Incentive of 0.5% would be given if 50% or above of the amount of final settlement is paid within 15 days from the date of issue of Letter of Quantification for settlement in terms of Clause 4(III)(b) herein.
 - e) The security deposited by the defaulter miller and other payables shall be adjusted under this Scheme in the Quantification for Settlement Letter, subject to the condition that concerned State Procurement Agency has deposited the same with Director, Food, Civil Supplies and Consumer Affairs, Punjab.

B. Other Crop Years:

For Crop Years up to 2014-2015 (i.e. other than Crop Years set out above), the defaulter miller shall be entitled to claim benefit of quantification of sums due as per the same terms above under this Scheme only in the event that the default occurred by the miller is on account of (a) reasons that cannot be solely attributed to the concerned miller; or (b) reasons beyond the control of the miller.

II. INTEREST ON LATE DELIVERY OF RICE

Accounts of the defaulter rice millers on account of interest on late delivery of rice shall be settled only if the delay in delivery is on account of reasons beyond the control of the miller and in the following manner:-

- a. Interest shall be charged on the value of rice delivered late after last date declared by FCI/GOI for delivery of rice with payment of interest to agency only.
- b. Interest shall be charged @10% p.a. simple interest without any compounding effect.
- c. The total interest so charged shall not exceed the value of rice delivered late.

III. MISCELLANEOUS PROVISIONS

- a. The defaulter millers applying under this Scheme accept and agree that the mere submission of application does not confer any right of settlement to the miller.

- b. All claims in respect of all the defaulter millers & for all the State Procuring Agencies shall be subject to pre-audit by the Audit parties appointed by Finance Department under the overall supervision of Controller Food Accounts, in the Department of Food Civil Supplies and Consumer Affairs, Punjab upon which the defaulting miller shall be issued a letter of Quantification for Settlement.
- c. In the event of any discrepancy between the claim submitted by the defaulter miller and the Audit Report, the Audit Report shall be considered final and conclusive.
- d. A detailed Standard Operating Procedure (SOP) for settlement of claims under this Scheme shall be issued separately by Director, Food Civil Supplies and Consumer Affairs, Punjab with the approval of Finance Department, Punjab.

5. SCHEDULE OF PAYMENTS

- a. A defaulting miller who has opted for settlement of his account under this Scheme may opt to pay the amount set out in the Quantification of Dues Letter issued under Clause 4(III)(b) above, in one of the following ways:-

Option-I	(i) 100% of the total recoverable amount, i.e. principal recoverable amount plus interest @10% per annum thereon (including application money) within 30 days from the date of issue of Quantification for Settlement letter, without any interest.
Option-II	(i) 50% of the total recoverable amount, i.e. principal recoverable amount plus interest @10% per annum thereon (including application money) within 30 days from the date of issue of Quantification for Settlement letter. (ii) 50% balance amount within 60 days of the date of issue of Quantification for Settlement letter with 6% interest.
Option-III	(i) 25% of the total recoverable amount, i.e. principal recoverable amount plus interest @10% per annum thereon within 7 days from the date of receipt of Quantification for Settlement letter. (ii) 25% within 60 days of the date of issue of Quantification for Settlement letter with 10% interest. (iii) 25% within 90 days of the date of issue of Quantification for Settlement letter with 12% interest. (iv) 25% within 120 days of the date of issue of Quantification for Settlement letter with 15% interest

- b. All payments including application money shall be payable to the Managing Director, of the concerned agency, in case of all defaulter rice millers of all the State Procuring Agencies.
- c. The Managing Director of the concerned agency will deposit amount recovered from the millers on account of the Scheme into Government Treasury before issuance of final settlement letter by the Department.
- d. The State Procuring Agencies shall deposit the total amount of securities (CMR or Levy as the case may be) with respect to all the defaulter millers irrespective of the fact whether he/she availed the benefit of any of the settlement Schemes issued by the Government of Punjab in account of OTS into Government Treasury.
- e. Gunny bags left/retained by the defaulter miller shall be charged as 'B' Class or 'C' Class gunny bags as the case may be at the rates fixed in the cost sheet finalized by the Government of India.

6. DEFAULT

- a. In the event of a default of payment, in terms of this Scheme selected by the defaulter miller under Clause 5, the application money will stand for forfeited. Further on default of payment, the unpaid amount will carry an interest@ 18% p.a. till the date of payment, as a penalty.
- b. In the event of default of payment by a miller, who had a pending case (court/arbitration) and had in terms of Clause 3(l)(c) filed an application of stay of such proceeding, the court/ arbitration proceedings would re-commence, as if the Scheme was never implemented. Further any payments made by the miller in pursuance to the Scheme, including the bank guarantee submitted either as per Clause 5 or Clause 3, in such a situation will stand forfeited/ liable to be encashed.

7. SETTLEMENT

- AS
- (a) Letter for the Final Settlement of accounts to a defaulter miller shall be issued along with the return of the Bank Guarantee submitted under Clause 3 (if any) by Additional Director (Finance Accounts)-cum- Controller Food Accounts, after 100% of the payment has been received in terms of Clause 5 above and after following all the formalities of the Standard Operating Procedure (SOP), in case of all the State Procuring Agencies.
 - (b) Any court case or arbitration case initiated by a State Procurement Agency/Defaulter Miller shall be withdrawn, only after issuance of the Final Settlement Letter as above.

8. INTERPRETATION

In case, a dispute arises regarding interpretation/ applicability of this Scheme, the Director, Food Civil Supplies & Consumer Affairs, Punjab shall be the competent authority to address the dispute, above decision in the matter shall be final.

**Director, Food Civil Supplies
& Consumer Affairs, Punjab.**

Dues Recovery & Settlement Scheme 2019-20
Schedule 1

Compensation model

CALCULATION OF COST OF PADDY

(MSP + Incidentals excluding Milling, Driage admin charges, and bag cost + simple interest @10.00% subject max of principal)

Crop Year	M.S.P.			Incidentals			Less compensation			Net Cost			Value of paddy including Simple interest @ 10.00% subject to maximum of principal			Value in terms of Rice inclusive of interest		
	Common	Fine/ Grade A	Super Fine	Common	Fine/ Grade A	Super Fine	Common	Fine/ Grade A	Super Fine	Common	Fine/ Grade A	Super Fine	Common	Fine/ Grade A	Super Fine	Common	Fine/ Grade A	Super Fine
1993-94	310.00	330.00	350.00	48.35	70.36	52.38	-	-	-	358.35	400.36	402.38	716.70	800.72	804.76	1,069.70	1,195.10	1,201.13
1994-95	340.00	360.00	380.00	51.82	53.84	55.85	50.00	50.00	-	341.82	363.84	435.85	683.64	727.68	871.70	1,020.36	1,086.09	1,301.04
1995-96	360.00	375.00	395.00	54.39	55.90	57.91	-	-	-	414.39	430.90	452.91	828.78	861.80	905.82	1,236.99	1,286.27	1,351.97
1996-97	380.00	395.00	415.00	56.80	58.51	60.53	-	-	-	436.80	453.51	475.53	873.60	907.02	951.06	1,303.88	1,353.76	1,419.49
1997-98	415.00	445.00	-	58.46	61.48	-	-	-	-	473.46	506.48	-	946.92	1,012.96	-	1,413.31	1,511.88	-
1998-99	440.00	470.00	-	64.32	67.50	-	-	-	-	504.32	537.50	-	1,008.64	1,075.00	-	1,505.43	1,604.48	-
1999-00	490.00	520.00	-	71.52	74.70	-	-	-	-	561.52	594.70	-	1,123.04	1,189.40	-	1,676.18	1,775.22	-
2000-01	510.00	540.00	-	71.43	74.61	-	-	-	-	581.43	614.61	-	1,162.86	1,229.22	-	1,735.61	1,834.66	-
2001-02	530.00	560.00	-	78.24	81.42	-	-	-	-	608.24	641.42	-	1,216.48	1,282.84	-	1,815.64	1,914.69	-
2002-03	550.00	580.00	-	86.51	89.99	-	-	-	-	636.51	669.99	-	1,273.02	1,339.98	-	1,900.03	1,999.97	-
2003-04	-	580.00	-	-	84.09	-	-	-	-	-	671.09	-	-	1,342.18	-	-	2,003.25	-
2004-05	-	590.00	-	-	91.09	-	-	-	-	-	683.18	-	-	1,366.36	-	-	2,039.34	-
2005-06	-	600.00	-	-	93.18	-	-	-	-	-	708.69	-	-	1,417.38	-	-	2,115.49	-
2006-07	-	650.00	-	-	108.69	-	-	-	-	-	760.88	-	-	1,521.76	-	-	2,271.28	-
2007-08	-	775.00	-	-	130.23	-	-	-	-	-	905.23	-	-	1,810.46	-	-	2,702.18	-
2008-09	-	930.00	-	-	171.49	-	-	-	-	-	1,101.49	-	-	2,202.98	-	-	3,288.03	-
2009-10	-	1,030.00	-	-	200.70	-	-	-	-	-	1,096.70	-	-	2,083.73	-	-	3,110.04	-
2010-11	-	1,030.00	-	-	241.14	-	134.00	-	-	-	1,271.14	-	-	2,234.05	-	-	3,334.41	-
2011-12	-	1,110.00	-	-	227.97	-	-	-	-	-	1,337.97	-	-	2,274.55	-	-	3,394.85	-
2012-13	-	1,280.00	-	-	263.08	-	-	-	-	-	1,543.08	-	-	2,468.90	-	-	3,684.97	-
2013-14	-	1,345.00	-	-	277.18	-	-	-	-	-	1,622.18	-	-	2,433.27	-	-	3,631.75	-
2014-15	-	1,400.00	-	-	282.32	-	-	-	-	-	1,682.32	-	-	2,355.25	-	-	3,515.30	-

Interest has been calculated from the 1st day of the next financial year upto 31st March 2019.

AS

SCHEDULE - 2
RECEIPT FOR APPLICATION

NAME OF THE AGENCY

DISTRICT

Received application under Dues Recovery & Settlement Scheme 2019 from:

NAME OF THE MILLER _____

DAIRY NO. _____

DATE OF RECEIPT _____

ANNEXURE IN WHICH APPLICATION RECEIVED 'A' OR 'B'.

(Tick which ever is applicable)

CROP YEAR _____

Draft No. of APPLICATION MONEY (Rs. One lakh) Draft No. _____

AS

(Signature of District Manager or
Authorised Person)

Date _____

ANNEXURE -A

(2 pages)

DUES RECOVERY & SETTLEMENT SCHEME 2019-20

CROP YEAR 1994-95, 2001-02 or 2009-10 (Tick which ever is applicable)

To

The Director, Food Civil Supplies
and Consumer Affairs, Punjab.

Subject:

Application for settlement of account of M/s _____
Place _____ District _____ Agency _____ for
Crop Year 1994-95, 2001-02 or 2009-10 (Tick which ever is
applicable).

Sir/Madam:

1. This is to inform you that I have been declared as a defaulter miller in the crop year 1994-95, 2001-02 or 2009-10 (Tick which ever is applicable).
2. With reference to your notification No. _____ vide which Dues Recovery & Settlement Scheme 2019-20 has been issued I offer to settle my account and pay all my dues under this scheme.
3. The Application form along with the requisite application amount of Rs. 1,00,000 (one lakh) vide draft No. _____ dated _____ issued by _____ is hereby attached payable to Director Food, Civil Supplies and Consumer Affairs, Punjab at Chandigarh.
4. Given that certain Court cases/arbitration proceedings are pending, I also enclose herewith a Bank Guarantee for the sum of Rs. _____ along with the supporting affidavit as required by Clause 3(c) and Clause 3(e) of the scheme.
5. I further enclose all information demonstrating that I was in default of Crop 1994-95, 2001-02 or 2009-10(Tick whichever is applicable) on account of _____
6. I fully agree with the terms and conditions of the Dues Recovery & Settlement Scheme 2019-20 and shall abide by the standard operating procedure issued under this scheme. Application form duly filled in and complete is attached herewith.
7. I opt for payment of final settlement as per option no. _____ given in Clause-5 of the scheme.

Yours faithfully

(Signature)

Name

Designation.....

Seal of firm:

Application for settlement of accounts of M/s _____
 declared defaulter in the crop year 1994-95, 2001-02 or 2009-10 (Tick which ever is
 applicable) by _____ Agency

ANNEXURE-A

1. Name of the applicant				
2. Designation				
3. Procurement Agency & District				
Information to be supplied by the miller: -		Bags	Quantity in Quintals	
Variety			Fine	Super fine
				Common
(i) Total paddy stored in the mill				
(ii) Rice due				
(iii) Rice delivered to FCI				
(iv) Paddy/rice sold in open sale/ auctioned at the rates fixed by GOI				
	Qty.(quintals)	Rate	Amount	
Paddy				
Rice				
Total				
(v) Net Shortage of rice delivered (iv)-(v)-(vi)				
(vi) Shortage of rice (vii) converted into paddy (vii × 100/67)				
(vii) Value of Paddy at the rate mentioned in Schedule 1.				
(viii) Bags retained by the millers				
(ix) Value of bags to be recovered as per the rates fixed including simple interest @ 10% per annum.				
(x) Other dues payable by the miller to Government including simple interest @ 10% per annum.				
(xi) Security amount deposited (Give draft No. _____ and date CMR Security: Levy rice Security:				
(xii) Other amount payable by the agency				
(xiii) Application money under Dues Recovery & Settlement Scheme 2019-20 Draft No. _____ date _____				
(xiv) Net amount recoverable from the miller				
Signature of the applicant with stamp				

AS

ANNEXURE -B
(2 pages)
DUES RECOVERY & SETTLEMENT SCHEME 2019-20
CROP YEAR _____

To

The Director,
Food Civil Supplies and Consumer Affairs,
Punjab.

Subject: Application for settlement of account of M/s _____
Place _____ District _____
Procurement agency _____ for Crop Year _____.

Sir/Madam:

1. This is to inform you that I have been declared as a defaulter miller in the crop year _____.
2. With reference to your notification No. _____ vide which Dues Recovery & Settlement Scheme 2019-20 has been issued I offer to settle my account and pay all my dues under this scheme.
3. The Application form along with the requisite application amount of Rs. 1,00,000 (one lakh) vide draft No. _____ dated _____ issued by _____ is hereby attached payable to Director Food, Civil Supplies and Consumer Affairs, Punjab at Chandigarh.
4. Given that certain Court cases/arbitration proceedings are pending, I also enclose herewith a Bank Guarantee for the sum of Rs. _____ along with the supporting affidavit as required by Clause 3(c) and Clause 3(e) of the scheme.
5. I further enclose all information demonstrating that I was in default of Crop _____ on account of _____.
6. I fully agree with the terms and conditions of the Dues Recovery & Settlement Scheme 2019-20 and shall abide by the standard operating procedure issued under this scheme. Application form duly filled in and complete is attached herewith.
7. I opt for payment of final settlement as per option no. _____ given in Clause-5 of the scheme.

BS

Yours faithfully
(Signature)
Name
Designation.....
Seal of firm:

Encl: As above.

APPLICATION FOR SETTLEMENT OF ACCOUNTS OF

M/s _____
 declared defaulter in the crop year _____ by _____ agency

ANNEXURE-B

1. Name of the applicant		
2. Designation		
3. Procurement agency & District		
Information to be supplied by the miller: -	Bags	Quantity in Quintals
(i) Total paddy stored with the miller		
(ii) Rice due		
(iii) Rice delivered to FCI FAQ Upgraded		
(iv) Balance rice due (iv)-(v)		
(v) Value of Balance rice as per Schedule 1		
(vi) Rice auctioned (Qty.)		
(vii) Amount received in auction (Rupees _____)		
(viii) Recoverable Shortage of rice (Qty)(vii - ix)		
(ix) Cost of bags left with the miller shall be recovered at the rate fixed by department as per para _____ of this policy for crop year _____.		
(x) Other dues shall be recovered in full		
(xi) Total Recoverable (x + xi +xii)		
(xii) Deduct therefrom security deposit of the miller if any		
(xiii) Net Recoverable under Dues Recovery & Settlement Scheme 2019-20 (xiii - xv)		

Signature of the applicant with stamp