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GOVERNMENT OF ORISSA  
WATER RESOURCES DEPARTMENT

## RESOLUTION

The 26th September 2000

**SUBJECT—Scheme for Pani Panchayat**

Government of Orissa have decided to adopt a farmer-centric scheme in the Irrigation Sector by forming Pani Panchayats/WUAs in all major, medium, minor and lift irrigation projects and also in the Drainage Schemes.

The principal goal of the concept of Participatory Irrigation Management (PIM) is to motivate the farmers in the Command areas, organise them into Water Users Association or Pani Panchayats, encourage them to maintain the canals, receive water in bulk from Water Resources Department and distribute the water among themselves by adopting suitable cropping programme and rotational use of water.

Under the Orissa Water Resources Consolidation project funded by the World Bank, PIM was tried in four pilot projects in Orissa and the results have been very encouraging. The Aunji Project in the district of Angul has the unique distinction of having the first all-women Water Users Association of the country. It has led to—

- (i) greater participation of farmers in maintenance of channels,
- (ii) increased cropping intensity of up to 140 %, ,
- (iii) greater cropping diversity with accent on doing non-paddy crops like groundnut, etc.

The Orissa Irrigation Rule has been amended vide Notification No. 51010, dated 29th September 1999 to permit formation of WUA and to have an MOU with WUAs outlining the rights and responsibilities of the WUAs.

### Pani Panchayat Scheme

Based on the above experience, the Government have decided to extend the Pani Panchayat Scheme to all the irrigated and drainage projects within the State of Orissa. The Scheme will have the following salient features—

(1) A Pani Panchayat is a Society registered under the Societies Registration Act, 1860 consisting of all the farmers within the command of a minor/sub-minor canal, or of a Lift Irrigation Point. It will have a Bank Account of its own. The rights and responsibilities of the Pani Panchayat will be governed by an Agreement between the Pani Panchayat and the Department of Water Resources which is incorporated in Form 'W' of Irrigation Rules framed under the Orissa Irrigation Act, 1959 (Annexure-A).



(2) Water Users Association or Pani Panchayats will be allowed to be formed in every major, medium, minor and Lift Irrigation Project. Initially, the formation of the Pani Panchayats will be purely by choice of farmers, for which a massive State-wide campaign would be launched to educate and motivate the farmers all over the State. The WALMI and the Chief Engineer, Water Services would have the task of undertaking the campaign to form WUAs including training of the personnel. The District Administration will be fully associated in carrying the campaign to every nook and corner of the State.

(3) A Pani Panchayat of a major, medium or minor irrigation project will ordinarily be provided with grant-in-aid equal to the number of hectares within its boundary multiplied by Rs. 35 every year. The grant-in-aid will be admissible after all the farmers within the boundary become members of the Pani Panchayat. No grant-in-aid will be paid where farmers are exempted from payment of water rate. When Water Rates are revised in future, appropriate enhancement of the amount of grant-in-aid will be considered.

(4) The Pani Panchayat will be free to take up improvement in accordance with technical advice tendered and maintenance works with the grant-in-aid as well as with additional resources mobilised by them. The Engineers of DOWR shall provide technical assistance free of charge to the Pani Panchayats. The personnel of Agriculture Department shall render all assistance to the members of the Panchayats on all aspects of crop husbandry.

(5) Once a Distributary or an entire Project has Pani Panchayat over its entire command, the Pani Panchayats will be allowed to federate into Apex Committees with representative from each Pani Panchayat. Out of the grant-in-aid of Rs. 35 per hectare, the Pani Panchayat can earmark up to Rs. 5 per hectare for the Apex Committee for its upkeep.

(6) The Pani Panchayats will be allowed to take licences for dealing in seeds, pesticides, fertilisers and other agricultural inputs.

(7) All agricultural demonstration programmes within the boundary of WUA will be carried out with the active participation of the Pani Panchayats.

(8) The On Farm Development works provided under CADA, externally aided projects or any other Scheme can be executed by the Pani Panchayats if they so wish by entering into a K-2 contract.

(9) Water Users Association or Pani Panchayats will be formed in every Lift Irrigation point and the ownership and maintenance of the project will be handed over to them. Once transferred, the WUA shall enter into necessary agreement with the Electricity Supply Company for buying power. It shall also maintain the point at its own expense. For these purposes, the WUA will collect Water Rates from its members at rates mutually decided by the members. The OLIC will not collect any Water Rate from the members but will render all assistance to the Pani Panchayats in technical matter.

(10) Pani Panchayats will be formed also in drainage Projects, falling within the ayacut of Major or Medium Projects and maintenance grant of an appropriate amount will be passed on to them as grant-in-aid to be decided separately.

(11) After the concept of pani Panchayats is generally accepted by the people, suitable legislation will be considered with a view to empowering the Pani Panchayats to collect Water Rate from the members as in case of Andhra Pradesh and Maharashtra.

(12) In future, all requests for installation of new L. I. points should be preceded by formation of pani Panchayats by water users. Location of new M.I.Ps., renovation of existing M. I. projects and all System Improvement works will also be influenced by the willingness of Water Users to form themselves into Pani Panchayats for the upkeep and maintenance of the minors and sub-minors.

**NOTE**—This Resolution will not apply to Minor Irrigation project assisted by European Community for which a separate Resolution No. 48049, dated the 4th December 1999 has already been issued.

**Order**—Ordered that, the Resolution be published in an extraordinary issue of the *Orissa Gazette* and copies of the same forwarded to all Departments of Government/all Heads of Departments.

By order of the Governor

B. K. PATNAIK

Commissioner-cum-Secretary to Government



## REVENUE AND EXCISE DEPARTMENT NOTIFICATION

The 29th September 1999

No. 51010—IIIW-Legis.-39/99-R.— Whereas the draft of certain rules further to amend the Orissa Irrigation Rules, 1961, was published as required by sub-section (1) of Section 53 of the Orissa Irrigation Act, 1959 ( Orissa Act 14 of 1959 ) in the extraordinary issue No. 1077, dated the 30th July 1999 of the Orissa Gazette under the notification of the Government of Orissa in Revenue and Excise Department No. 40724—III W.-Legis.-39-99-R., dated the 29th July 1999, inviting objections suggestions, from all persons likely to be affected thereby till the 13th August 1999;

And whereas no objection and suggestion has been received on the said draft by the State Government;

Now, therefore, in exercise of the powers conferred by Section 53 of the Orissa Irrigation Act, 1959 ( Orissa Act 14 of 1959 ), the State Government do hereby make the following rules further to amend the Orissa Irrigation Rules, 1961, namely:—

1. (1) These rules may be called the Orissa Irrigation ( Amendment ) Rules, 1999
- (2) They shall come into force on the date of their publication in the official gazette.
2. In the Orissa Irrigation Rules, 1961 ( hereinafter referred to as "the said Rules" ), in rule 2,—

(a) after clause (d), following clause shall be inserted, namely:—

“(dd) ‘Executive Engineer’ means Executive Engineer of the Water Resources Department, of Government of Orissa, having territorial jurisdiction over the Government water source”; and

(b) for clause (i) the following clause shall be substituted, namely:—

“(i) ‘Water Users’ Association means farmers’ bodies/users of water from irrigation were registered under the Societies Registration Act, 1960 and duly recognised by the Irrigation Officer/Executive Engineer under whose territorial jurisdiction it is located and with whom the Irrigation Officer, Executive Engineer enters in to an agreement”.

In the said rules, including the Forms appended thereto for the word “Tahasildar” wherever it occurs the words “Executive Engineer” shall be substituted.

4. In the said rules, to sub-rule (I) of rule 21, the following proviso shall be inserted, namely:—  
“Provided that where management of distribution system of an irrigation work has been handed over to a Water Users’ Association, in accordance with an agreement entered into with the Irrigation Officer in form W; supply of water at the outlets shall be regulated by the said Association”.

5. In the said rules, in rule 23-A,—

(a) for clause (b) of sub-rule (1) the following clause shall be substituted, namely:—

“(b) The Executive Engineer shall order installation of a Flow Meter or a suitable measuring device within the period as stipulated by him not being less than thirty days from the date of such order at the cost of the concerned industrial/commercial establishment to measure the quantum of water to be drawn from the water source and the Flow Meter/measuring device shall be installed under the direct supervision of the Executive Engineer or under the supervision of an Engineer not below the rank of an Assistant Engineer to be specifically nominated by him, failing which the water-supply shall not be made or shall be discontinued by him after giving seven days’ notice”; and

(b) for clause (c) of sub-rule (5), the following clause shall be substituted, namely:—

“(c) The Executive Engineer, on receipt of the application may, after making such enquiry as he considers necessary, furnish a report containing justification for exemption or the extent of such exemption, if any, along with the application to the concerned Chief Engineer, Water Resources Department and the Chief Engineer after recording his opinion on the application shall forward the same to the State Government for taking final decision in the matter”.



6. In the said rules, in rule 27, in rule after **sub-rule (2)** the following sub-rule shall be added, **namely:—**

“(3) The concerned Irrigation Officer of the irrigation work shall order installation of a Flow Meter or a suitable measuring device within the period as stipulated by him not being less than thirty days from the date of such order at the cost of the applicant to measure the quantum of water to be drawn from the irrigation work and **Flow Meter/** measuring device shall be installed under his direct supervision or under the **supervision** of an Engineer not below the rank of **Assistant Engineer** to be specifically nominated by him, failing which the water supply shall not be given or shall be discontinued by him after giving seven days' notice”.

7. In the said rules, after Form 'V' appended thereto, following 'Form' shall be inserted, **namely:—**

FORM 'W'

[See Rule 21 (I)]

AN AGREEMENT

THIS AGREEMENT made on the..... **BETWEEN** the Governor of Orissa (hereinafter called the 'Government') of the one part and the..... Water Users' Association (Registration No.....) which is registered under the Societies Registration Act, 1860 and having its head office at..... Post Office..... Tahasil..... P. S..... (hereinafter called the "Water Users\* Association") of the other part;

WHEREAS for the purpose of smooth participation in irrigation work including maintenance thereof, the Government is handing over the responsibility of Irrigation Management for equi-distribution of water in an area of..... Ha. of land under the command of the distribution system within the Water Users' Association and the maintenance of minor/sub-minor including structures of (i)..... Km. length of..... Canal (ii)..... Km. of..... Canal and (iii)..... Km. of..... Canal of..... Irrigation project belonging to the Department of Water Resources to the Water Users' Association on certain terms and conditions as hereinafter appearing: (A copy of the map showing the said command area with the land schedule and land plan of acquired land by Department of Water Resources, hydraulic particulars of each canal system, structure details in each canal and with such other related property list as may be in the account of the concerned canals are annexed herewith).

NOW, THEREFORE, the parties hereto hereby agree as follows:—

**1. GOVERNMENT (PROJECT OFFICIALS) RIGHTS AND RESPONSIBILITIES OF THE GOVERNMENT:**

- (a) The Government will operate the headworks, the main system and the head regulator of the minor/sub-minor.
- (b) It may suggest improvements, if any, for operation and maintenance below the minor or sub-minor which is turned over to the Water Users' Association.
- (c) It will ensure supply of the allocated quota of water to the Water Users' Association at minor/sub-minor head as agreed upon or as may be decided by the Government.
- (d) If in any year water available in the reservoir/barrage, pond of the project is lesser than the flow expected in a normal year due to reasons like vagaries of monsoon, repair, restoration, etc. of the project then quantum of water allocated to the Water users' Association will be proportionately reduced and due intimation in advance in this regard will be given to the Water Users' Association before the beginning of the season.
- (e) It will inspect the position of water supplies, irrigation works in the command, distributary/ minor or sub-minor and field level structures under the jurisdiction of the Water Users\* Association to verify whether or not the agreement is implemented satisfactorily.



- (f) Government also reserves the right to **santon** or **reject** extra demand for water, if any **from** the Water Users' Association **depending** upon the availability of water in reservoir **barrage/ anicut/pond**. If for any reason additional water demand of Water Users' Association is not **sanctioned** by **Government**, the Government would **not** be responsible for any **loss** caused to the Water Users' Association on account of non-supply of **additional** demand.
- (g) The allocation of water supplied to the Water Users' Association is to be utilised for irrigation purpose only, and the same shall not be utilised for any other purpose. If water is required for any other purpose, the Water Users' Association may submit separate application to the Executive **Engineer** concerned for the same and **obtain** sanction for this demand.
- (h) The rate of water supply on volumetric basis or on any **other** basis as would be decided by the Government for irrigation (**Khariff**, Rabi and Hot weather) and for other purposes and the fees/cess, etc., chargeable for the purpose will be fixed by the Government, from time to time, and the Water Users' Association will abide by that, **Government** have also got the right to review the water rates, cess, etc. at such intervals as it deems proper.
- (i) A monthly statement of water account **will** be made **available** to the Water Users\* Association for purpose of transparency on water availability.
- (j) The rights of ownership of the distribution system **including** all structures so handed over for **operation** and **maintenance**, land **acquired** by Government and all other work executed in Water users' Association area will remain with the Government.

## 2. RIGHTS AND RESPONSIBILITIES OF WATER USERS' ASSOCIATION:

- (a) The Water Users' Association will assume full responsibility for operation and maintenance of the minor/sub-minor and all structures turned over to it. It will also ensure **construction/ maintenance** and repair of all the water courses, field channels, field drainage in the said area as covered under the agreement jurisdiction of the Water Users' Association. For **this** purpose, the Water Users' Association will establish its own operation and maintenance fund (**O. & M. Fund**) to meet the operation and maintenance **expenditure**. The following items of work are included in repair and maintenance work, **namely**:—
- (\*) Removal of silt from **minor/sub-minor/water courses/field channel** and field drains and proper upkeep of the same.
- (ii) Repair and maintenance of inspection path and service road to keep them in good condition
- (iii) Removal of **grass**, shrubs and bushes from the canal **embankments**, and canal beds
- (iv) Repairs and maintenance of all structures in the distribution system so handed over for operation and maintenance to keep them in good working condition.
- (v) Earth work to **restore** backs to proper shape and profile
- (vi) **Repairs** to lining, **painting plastering**, replacing damaged portion, repairs to masonry and other structures, etc.
- (b) The Water Users' Association shall ensure **construction**, maintenance and repair of all the water **courses**, field channels, field drains and other drains structure within the jurisdiction of the Water Users' Association.
- (c) The Water Users' Association will protect the entire system covered under the said area within its jurisdiction from any **damage** whatsoever.
- (d) The Water Users' Association will undertake/suggest **measures** for improved Water **manage-**ment at the level of minor/sub-minor.
- (e) The Water Users' Association will receive water from the Government and shall distribute it amongst the water users, whether members or non-members according to the requirement of their area under crop. It will observe economy and equitability in this regard. Wherever possible water shall be supplied to water Users\* Association on volumetric basis. It will **organise** better improved water **management** methods at the farm level. It will decide for internal **distribution** of water.



- (f) The Water Users' Association will have the right to decide its own cropping pattern within the allocated water.
- (g) The Water Users' Association may ask for and obtain from the Department of water Resources information on planned operation and maintenance activities in the entire system.
- (h) It may also request and obtain assistance from the concerned Assistant Engineers of Department of Water Resources and the plan for operation and maintenance in the concerned distributaries/minors/sub-minors for proper management.
- (i) The Water Users Association may obtain permission from Government in water Resources Department through the concerned Executive Engineer to utilise in any unutilised land acquired by the Government in Department of Water Resources. However, due care will be taken to protect environment and any damage or disadvantage to the irrigation system.
- (j) The Water Users' Association shall notify to the project authorities promptly if there is any damage due to unforeseen natural calamities like earthquake, heavy rains, etc.
- (k) The Water Users' Association shall facilitate collection of water rates from the members/non-members of the association as per the rate prescribed by the Government in accordance with provision of the Orissa Irrigation Act, 1959 and Rules made thereunder. The rates charged shall vary from time to time as determined by the Government.

3. IT IS HEREBY FURTHER AGREED between the parties hereto as follows—

- (f) In case of negligence by the Water Users' Association in maintenance of the system turned over to it by the Government, the Government, will have the right to stop the supply of water by giving 15 days prior notice.
- (ii) In case of repeated negligence and when Water Users' Association fails to take corrective action within a period as specified by the concerned Executive Engineer to bring in improvement in the system, Government shall terminate this agreement and take back the management and maintenance responsibilities from the Water Users' Association.
- (iii) In the event of violation of any of the provisions contained in the agreement with regard to water management system Government may also take similar action as provided in sub-clause (in) above.
- (iv) The concerned irrigation officer (Executive Engineers/Assistant Engineers or their authorised representative) shall have the right to inspect the position of water-supply to the Water Users' Association and to inspect the said area covered under this agreement/jurisdiction and to verify whether the agreement entered into by the parties is being implemented properly or not. The Water Users' Association will be duty bound to comply with the observations, if any, made by the Government Officers in course of inspection.
- (v) With a view to achieve optimum utilisation of available water—
  - (a) Government may make provisions for grants to Water Users' Association towards operation and maintenance on terms and conditions as stipulated by it from time to time and grant benefits of special schemes to Water Users' Association, if any, floated by Government.
  - (b) Besides, Water Users' Association will spend out of their own funds towards operation and maintenance which will include the collection from the non-members towards the cost of operation and maintenance on *pro rata* basis of the acreage of land benefited.
- (vi) All disputes in respect of various provisions made under this agreement will be resolved by a Committee comprising one nominee from the Apex Committee and the Superintending Engineer concerned. In case of difficulty in resolving it, matter will be referred to concerned Chief Engineer and then to the Government in appropriate Department for settlement.

4. This agreement will remain in force for a period of two years with effect from the date of signing the agreement and will continue for such further period as may be decided by both the parties in writing before expiry of the period of agreement.



IN WITNESS WHEREOF the parties hereto **have hereunder** signed this agreement on the date and year first before **written**.

Signed by **Shri.....** in the Department/Office of.....for and on behalf of the Governor of Orissa, in the presence of—

1st Witness—

**Address:**

Occupation:

**2nd Witness—**

Address:

Occupation:

Signed by **Shri.....Water Users' Association.....** for and on behalf of the **Water Users' Association**, in the presence of—

1st **Witness—**

Address:

Occupation:

**2nd Witness—**

Address:

Occupation:

By order of the Governor

**J. K. MOHAPATRA**

**Commissioner-cum-Secretary to Government**