

WEST PAKISTAN LAND UTILIZATION RULES, 1960  
[Gazette of West Pakistan, Part I, dated 2nd December 1960]

No. Col.-3/30-56.—In exercise of the powers conferred by section 31 of the West Pakistan Land Utilization Ordinance, 1959 (XLVIII of 1959), the Governor of West Pakistan is pleased to make the following rules, for carrying out the purposes of the said Ordinance, namely :—

1. *Short title, extent and commencement.*—(1) These rules may be called the West Pakistan Land Utilization Rules, 1960.

(2) They shall come into force at once.

2. *Definitions.*—In these rules, unless the context otherwise requires, the following expressions shall have the meanings hereby respectively assigned to them, that is to say—

(a) “Collector” means the Chief Officer, Incharge of the revenue administration of a district and includes a Political Agent;

(b) “Form” means the respective form appended to these rules ;

(c) “Ordinance” means the West Pakistan Land Utilization Ordinance, 1959; and

(d) “Section” means the respective section of the Ordinance.

3. *Form of Order, notification, declaration and notices under sections 3, 4, 7, 10 and 18 (3).*— The order, under section 3, the preliminary notification under section 4, the declaration under section 7 and the notices under sections 10 and 18 (3) shall, as far as may be, be in Forms L.U. 1, L.U. 2, L.U. 3, L.U. 4 and L.U. 5, respectively.

4. *Form of lease and terms and conditions.*—Land vesting in Government under subsection (1) of section 11 and not utilized by Government under subsection (2) of that subsection shall, subject to the restrictions imposed by the West Pakistan Land Reforms Regulation, 1959, be leased out by the Collector, for a period not exceeding twenty years, as may be determined by the Commissioner, on the terms and conditions contained in these rules and in Form L.U. 6.

5. *Payment of advance as security.*—(1) No person shall be granted a lease under rule 4 unless he deposits with the Collector a sum of rupee one for every acre of land comprised in the lease.

(2) The deposit shall be liable to forfeiture under the orders of the Collector, in the case of a breach of any condition of the lease, and may also be adjusted, towards the payment of Government dues, if any, outstanding against the tenant on the termination of the lease.

(3) on the termination of the lease for which the deposit was made, the deposit or so much of it as remains after making the deductions authorised under sub-rule (2), shall be refunded to the tenant.

6. *Possession of land by the tenant.*—The possession of the land leased out under rule 4 shall be given to the tenant within one month of the completion of the agreement in Form L.U. 6.

7. *Payment of betterment fees.*—In addition to the lease money, the tenant shall be liable for the betterment tax, land revenue, water-rate and any other rate, tax or cess due on the land comprised in the lease, for the period of the lease.

8. *Sub-letting the tenancy.*—The tenant shall not, without the prior permission of the Collector, sub-let the land comprised in the lease or any portion thereof, and any infringement of this rule shall render him liable to summary ejectment without any compensation.

9. *Exclusion of 10 per cent of the land from the operation of the lease.*—Land to the extent of ten per centum required for such common purposes as grazing, fuel, plantation, etc; may be excluded from the operation or any lease granted under rule 4.

10. *Assessment of rent.*—In determining the rent or lease money payable under subsection (2) of section 12, the Collector, shall keep in view the rents payable in respect of lands of similar quality in the area where the leased land is situated.

11. *Compensation for improvements.*—The compensation payable to the tenant under section 17 of the Ordinance on the termination of the lease for machinery left or a well sunk on the leased land shall be determined in accordance with the procedure prescribed in the law relating to tenancy in force in the area where the leased land is situated.

12. *Recording of proceedings in the revenue records.*—All leases granted by the Collector, under section 12 and their termination under section 13 or 14 shall be duly recorded in the revenue records.

13. *Restoration of landowner on termination of lease.*—(1) Any offer under subsection (1) of section 18 to the owner of the land on the termination of the lease shall be made in Form L.U. 7.

(2) The notice of offer shall be served on the owner by any of the methods prescribed for service of notices, summonses or processes under the Code of Civil Procedure, 1908, or in the manner laid down in the law relating to land revenue or tenancy in force in the region, where the land is situated.

14. *Delegations.*—All delegations of powers and functions under the Ordinance by the Collector, shall be made in writing, under his seal and signature and order of delegation shall specify, either by name or designation, the officer to whom the powers or functions are delegated.

## FORM L.U. 1

## (Rule 3)

ORDER UNDER SECTION 3 OF THE WEST PAKISTAN LAND  
UTILIZATION ORDINANCE, 1959 (XLVIII OF 1959)

To

Name.....

Father's Name.....

Address.....

(Mention all interested persons specified in subsection (3) of section 3  
of the Ordinance)

Whereas, it appears that the proprietary land described in the sub-joined schedule, which is shown in the revenue records as not having been cultivated for two consecutive years, is capable of being reclaimed for cultivation ;

Now, therefore, in exercise of the powers vested in me under section 3 of the West Pakistan Land Utilization Ordinance, 1959 (Ordinance XLVIII of 1959) (hereinafter referred to as the Ordinance), I.....Collector, of.....District, hereby direct that the whole of the said land shall be brought under cultivation within a period of two years from the date of this order.

Failure to bring the said land under cultivation within the period specified above shall render the land liable to be taken possession of for the purpose of cultivation under a general scheme framed by Government under subsection (2) of section 11 of the Ordinance.

## SCHEDULE OF THE LAND

- |  |                                      |
|--|--------------------------------------|
| 1. Village/Deh where the land is situated..... | 2. Tehsil                            |
| and district.....                              | 3. Approximate area of the land..... |
| 4. Khasra/Survey No.....                       |                                      |

5. Boundaries of the land (if the land does not bear a Khasra/  
Survey No.).....  
Date..... Signature of the Collector.....

*Note.*—1. The service of this order is to be made, at the discretion of the Collector, in one or more of the following modes, namely:—

(a) by delivery of a copy of the order, to the person on whom it is to be served.

(b) by registered post at the last known address of the person on whom it is to be served.

(c) in such other manner as the Collector, may think fit.

2. Public notice of this order, is to be given in the locality, where the land affected by the order is situate by beat of drum or in such other manner as the Collector deems fit.

FORM L.U. 2

(Rule 3)

**PRELIMINARY NOTIFICATION UNDER SECTION 4 OF THE  
WEST PAKISTAN LAND UTILIZATION ORDINANCE,  
1959 (XLVIII OF 1959)**

Whereas the land described in the sub-joined schedule in respect of which an order (No....., dated.....) was issued by the Collector,.....district under section 3 of the West Pakistan Land Utilization Ordinance, 1959, and the said order was served on the following persons:—

Name.....

Father's Name.....

Address.....

(Mention all interested persons specified in subsection (3) of section 3 of the Ordinance)

And, whereas, it has been brought to my notice that the said land has not been brought under cultivation within the period specified in the said order;

Now, therefore, in pursuance of section 4 of the said Ordinance, I,.....Collector of.....hereby declare that the said land is likely to be taken on lease for the purpose of reclamation according to the provisions of the said Ordinance.

Any person having any interest in the said land may, within thirty days of the issue of this notification, make objection, if any, in writing, to me.

**SCHEDULE OF THE LAND**

1. Village/Deh where the land is situated..... 2. Tehsil and district.....  
3. Approximate area of the land.....

4. Khasra/Survey No.....

5. Boundaries of the land (if the land does not bear Khasra/  
Survey No.).....

Date.....

Signature of the Collector.....

FORM L.U. 3

(Rule 3)

**DECLARATION UNDER SECTION 7 OF THE WEST PAKISTAN  
LAND UTILIZATION ORDINANCE, 1959,  
(XLVIII OF 1959)**

Whereas, after considering the report and examining the records submitted to me under section 6 of the West Pakistan Land Utilization

Ordinance, 1959 (XLVIII of 1959), I, ....., Commissioner of ..... Division, am of the opinion that the land described in the sub-joined schedule should be taken on lease for a period of ..... years from the date of taking possession of the said land ;

Now, therefore, in exercise of the powers vesting in me under section 7 of the said Ordinance, I hereby declare that the said land shall vest in Government as a lease-hold for the purposes of the said Ordinance for a period of ..... years from the date of taking over its possession. -

#### SCHEDULE

- |  |  |
|--|--|
| 1. District.....   | 4. Approximate area.....                                     |
| 2. Tehsil or Taluka.....   | 5. Field No./its boundaries.....                             |
| 3. Village/Deh.....  | 6. Any other particulars as may be considered necessary..... |
| 7. Place where the plan of the land, if any, may be inspected..... |  |
- Dated..... Commissioner, ..... Division.

FORM L. U. 4

(Rule 3)

#### NOTICE UNDER SECTION 10 OF THE WEST PAKISTAN LAND UTILIZATION ORDINANCE, 1959 (XLVIII OF 1959)

To

(Mention here the names and addresses of the persons shown in the revenue records as owners, etc., and such other persons as are known or believed to have any interest in the land).

Notice is hereby given that the Commissioner, ..... Division, has declared under his order No..... dated..... that the land described in the sub-joined Schedule be taken over for reclamation in accordance with the provisions of the West Pakistan Land Utilization Ordinance, 1959 (Ordinance XLVIII of 1959), and you are hereby called upon to submit to the undersigned personally, or through a legal practitioner or an authorised agent, at.....(place) on.....(date) at.....(time), any claim that you may have in regard to any interest in the said land or for the apportionment of the lease money payable in respect of such land, or any objection that you may wish to make against the measurements of the said land made under section 9 of the Ordinance.

#### SCHEDULE OF THE LAND

Village where the land is situated	Tehsil and district	Approximate area of the land	Khasra or survey Nos.	Boundaries of the land (if the land does not bear any field numbers)

... Date.....

Signature of the Collector.....

Notes :—(1) The service of this notice is to be made, at the discretion of the Collector, in one or more of the following modes, namely :—

(a) by delivery of a copy of the notice to the person on whom it is to be served, by registered post at the last known address of the person on whom it is to be served ;

(c) such other manner as the Collector may think fit.

(2) This notice is to be published in the locality where the land affected by this notice is situate by beat of drum or in such other manner as the Collector deems fit.

#### FORM L. U. 5

(Rule 3)

#### NOTICE UNDER SECTION 18 (3) OF THE WEST PAKISTAN LAND UTILIZATION ORDINANCE, 1959 (XLVIII OF 1959)

As required by subsection (3) of section 18 of the West Pakistan Land Utilization Ordinance 1959 (Ordinance XLVIII of 1959), I,.....Collector of.....District, hereby give public notice that the term of the lease of the land described in the sub-joined Schedule, which was taken for reclamation under the provisions of the said Ordinance, has expired, and the possession of the said land is now to be restored to.....;

And whereas the person to whom the possession of the said land is to be given cannot be found, and no agent or other person empowered to accept delivery on his behalf is available;

Now, therefore, I hereby declare through this public notice that the said land is released. Government or any other person acting under the provisions of the West Pakistan Land Utilization Ordinance, 1959, shall not be liable for any compensation or other claim in respect of the delivery of possession, and under subsection (4) of the said Ordinance, the said land shall be deemed to have been delivered to (name and address of the person).

#### SCHEDULE

Village where the land is situated	Tehsil and district	Approximate area of the land	Khasra or survey Nos.	Boundaries of the land (if the land does not bear any field numbers)

.....Collector  
.....District.

Dated.....

#### FORM L. U. 6

(Rule 4)

#### FORM OF LEASE

A lease made this.....day of.....between the Governor of West Pakistan (hereinafter called Government) of the one part and.....son of.....resident of village.....Tehsil.....in the.....district of West Pakistan (hereinafter called the tenant) of the other part:—

Whereas the Commissioner of.....Division has made a declaration under section 7 of the West Pakistan Land Utilization Ordinance, 1959 (Ordinance XLVIII of 1959) hereinafter referred to as the Ordinance), that the land hereinafter described should be taken on lease, and the said declaration has been duly published in the West Pakistan Gazette dated the..

And whereas the tenant has, under rule 4 of the West Pakistan Land Utilization Rules, 1960 (hereinafter referred to as the Rules), deposited in the treasury the sum of Rs..... which sum is hereinafter called the advance;

Now this lease witnesseth as follows :—

#### TERMS OF THE LEASE

1. (a) Government hereby lease to the tenant all that plot of land comprising.....acres more or less and more particularly described in the sub-joined Schedule (hereinafter referred to as the said land) subject to the exceptions and reservations and on the terms and conditions hereinafter appearing :—

*Purpose of the lease—*(1) (b) (i) The said land is lease out only for the purpose of agriculture after reclamation try the instalation of a tube-well/ percolation well within a period of two years and for such buildings as are, in the opinion of the Collector, required for the said purpose. The tenant will grow food, fodder and other crops in such proportion as Government may direct from time to time.

(ii) The tenant may construct such water-courses, temporary buildings Of make such improvements as may be necessary for the purposes of cultivating the said land.

*Period of the lease.—*(c) The lease shall be for a term of.....commencing on the Rabi/Kharif season of.....and ending with the Rabi/Kharif season of.....unless the lease is sooner determined under section 14 of the Ordinance without any option of renewal.

*Rent and other amounts payable by the tenant.—*(d) The tenant shall pay to Government, when due in respect of the said land (i) rent at..... per harvest per acre leased, inclusive of land-revenue ; and

(ii) other charges, taxes, cesses and payments as may be assessed by a competent authority under any law for the time being in force

(iii) all expenses of trial-boring, if done through the agency of the Agriculture Department.

*Advance to-be held as security.—*(e) Government will retain the advance deposited under rule 4 of the Rules as security for the observance of the conditions herein contained and shall refund the same to the tenant only if he shall, on termination of the lease, have duly observed all-the conditions of the lease, and Government shall not be responsible for any depreciation in the value of the security deposited nor for paying interest thereon.

#### EXCEPTIONS AND RESERVATIONS BY GOVERNMENT

2. *Rights.—*(a) Government does not lease but hereby excepts and reserves to itself all mines, minerals, coal, gold washings, earth, oil and quarries, including any substance of a

mineral nature, which may be won from the earth, whether on the surface or below it, with liberty to search for, work and remove the same, in as full and ample away as if this lease had not been made.

*Area excluded.*—(b) Government does not lease but hereby excepts and reserves to itself out the land—

- (i) all rivers and steams, with their beds and banks;
- (ii) all water-courses and drainage-channels ;

(iii) all public thoroughfares now existing thereon or shown as proposed for construction on the plan or plans made open for inspection at the office of the Collector;

(iv) the right of the public to traverse a width of  $16\frac{1}{2}$  feet along one side of the line bounding 27.8 acres square wherever this may be considered necessary in the public interest by the Collector, and also to traverse a width of  $16\frac{1}{2}$  feet otherwise situated wherever the Collector considers this necessary in order to replace an existing thoroughfare, and the tenant is prohibited from cultivating or otherwise obstructing the thoroughfare so provided.

(c) *Entry*—For the full discovery, enjoyment and use of any of the rights hereby reserved or stipulated or for the protection and maintenance of any property hereby excepted, it shall be lawful for Government through its authorised agents or for any officer of Government duly authorised in that behalf to enter upon the land and occupy it temporarily.

(d) *Boundary marks*—If the tenant at any time fails to erect or maintain proper boundary marks in accordance with the conditions of the lease, the Collector may, without prejudice to any of the rights hereby conferred or conferred by law on Government, cause such boundary marks to be re-erected or repaired, as the case may be, and may recover the cost incurred thereby from the tenant.

#### OBLIGATIONS OF THE TENANT

3. *Installation of tube-well or percolation well*—(1) The tenant covenants with Government as follows, namely :—

(a) to complete installation of a tube-well or percolation well, if necessary, within two years after the date of taking possession of the said land ;

(b) *Payment of rent*—to pay to or on behalf of Government all sums mentioned in this lease which may become due under these presents at the proper time and place and in such manner as may be prescribed by law or by the order of the Collector ;

(c) *Use of Land*—to use the whole or any part of the said land for no purpose other than that of agriculture by means of tube-well or percolation well or by means of water derived



from a Government canal; and not to erect any buildings except such buildings as may, in the opinion of the Collector be required for agricultural purposes, and not to use, cultivate or manage the said land in any way liable to harm it or lessen its value ;

(d) *Boundary marks*—at his own cost, when so required by the Collector, to erect permanent marks on the lands hereby demised, demarcating correctly the boundaries and limits thereof, and at all times to maintain the same in good repair in accordance with any direction from time to time issued in that behalf by the Collector ;

(e) *Construction of water-courses by or on behalf of the tenant* —not to construct or alter any water-course or drainage channel upon the said land without the permission of the Collector and to pay the whole or such proportion of the cost of any water-course from which a supply of water is available as the Collector may determine in accordance with the general or special orders of Government, whether, such water-course may have already been constructed or may hereafter be constructed ;

(f) *Surrender of land for public purpose*—to surrender on notice by Government so much of the said land as may be required for a public purpose or for the exercise of the rights hereby excepted and reserved to Government;

(g) to surrender the whole or any part of the said land which may be found to have been allotted or demised to any other person ;

(h) *Against injury and interference*—not to do or suffer to be done any act inconsistent with or injurious to any of the rights excepted and reserved to Government or any other person under this lease or otherwise, and in particular to permit without let or hindrance and without claim to compensation, whether by reduction of rent or otherwise, all officers or servants of Government or other persons duly authorised by Government in this behalf, to enter upon the said land at all times and do all acts and things necessary for or incidental to—

(i) the purpose of enforcing compliance with any of the terms of this lease;

(ii) any purpose connected with the construction, maintenance and repair of thoroughfares, drainage channels and water-courses ; or

(iii) any purpose connected with the full enjoyment, discovery and use of the mineral or other rights herein reserved to Government;

(i) *Rights of public, etc*—not to interfere with the lawful use by the public of any thoroughfare on the land or with the exercise of any existing rights and easements thereon by third party;

(j) *Restriction on assignment*—not to assign, sublet or transfer the said land or any part thereof;

(k) *Peaceful surrender*—at the end or sooner termination of the lease, to leave the said land and surrender it peacefully to Government or any person or authority authorised by it in this behalf ;

(l) *Obligation of loyalty*—to remain at all times of loyal behaviour and, in any time of trouble or disorder to render active support to Government and its officers and servants and to accept the decision of Government as to whether this covenant has been fulfilled or not;

(m) to render all such assistance in the prevention or discovery of crime as may be incumbent on any owner or occupier of land by any law or rule for the time being in force and to be responsible in the same manner as headmen, watchmen or other inhabitants of villages are under any law for the time being in force.

(2) Failure to comply with any condition specified in the preceding sub-clauses shall be deemed to be a breach of the terms of this lease and the Collector's decision whether there has been a breach or non-fulfilment of any of those conditions shall be final.

#### PROVISOS

4. *Resumption*—It is hereby expressly agreed between the parties, as follows:—

(a) in any of the following events :—

(i) if the tenant commits any breach of or fails to perform any of the terms and conditions of the lease, or suffers or permits such breach or non-performance; or

(ii) if the tenant is declared insolvent;

Government shall, without prejudice to its rights otherwise, be entitled to resume the said land or adopt any other remedy provided for in any law for the time being in force :

(b) *Forfeiture of security*—the advance deposited under rule 4 of the Rules shall be liable to forfeiture to Government, if the Collector is satisfied that the tenant is or has been negligent in the fulfilment of the conditions of this lease or in improving the land.

(c) *Reversion and compensation.*—(i) on the expiry of the term of the lease, the said land shall revert to Government;

(ii) where a tube-well or a percolation well has been sunk by the tenant, the owner or the person having interest in the said land may acquire the same together with any machinery left on the said land after paying to the tenant such compensation as may be determined by the Collector under rule 17, of the Rules;

(iii) the tenant shall be entitled to the payment of compensation by Government for—

(1) *pucca* buildings constructed with the approval of the Collector, as may be assessed by the Collector ;

(2) damage caused to the surface of the land or to anything attached thereto, or any property of the tenant, by the act, or negligent omission of any person duly authorised to enter upon the said land in exercise of the powers in respect of the rights reserved to Government, as may be assessed by the Collector ;

(3) damage to standing crops caused in exercise of the right to construct or alter a water-course, as may be assessed by the Canal Officer under whose orders such action is taken ;

(d) any compensation payable by Government to the tenant and any sum or sums otherwise due to Government from the tenant may set off against each other;

(e) if the tenant is ordered under section 118 of the Code of Criminal Procedure, 1898, to execute a bond to be of good behaviour, or his movements are restricted to any area by an order under sections 7, 8 or 12 of the Punjab Restriction of Habitual Offenders Act, 1918, or he is sentenced to a term of imprisonment for one year or longer and the order or sentence is not set aside or the sentence is not reduced to a term of less than one year, on appeal, or revision, the Collector may order the resumption of the lease ;

(f) (i) in any question or doubt or objection shall arise in any way connected with or arising out of these presents or the meaning or operation of any part thereof or the rights, duties or obligations of either party, then save in so far as the decision of any such matter has been hereinbefore provided for and has been so decided, every such matter, including the following questions, shall be referred to the arbitration of the Commissioner, namely—

(1) *Arbitration*—whether any other provision has been made in these presents for the decision of any such matter and if such provision has been made, whether it has been finally decided accordingly ; and

(2) whether the lease should be terminated or has been rightly terminated, and what are the rights and obligations of the parties as the result of such termination:

(ii) the decision of the Commissioner shall be final and binding and when any of the matters above-mentioned involves a claim for the payment, recovery or reduction of money, only the amount so decided shall be recoverable in respect thereof.

### INTERPRETATIONS

5. In these presents, unless the context otherwise requires :—

(a) "Canal Officer" means such officer of the irrigation Branch of the Public Works Department, West Pakistan, as may be duly authorised by Government to deal with any of the matters mentioned herein ;

(b) "tenant" includes jointly and severally the heirs, legal representatives and assignees of the tenant permitted by the Government ;

(c) other terms used in these presents shall have the meanings assigned to them in the West Pakistan Land Utilization Ordinance, 1959 (Ordinance XLVIII of 1959) and the rules made thereunder,

*Signatures of executants and witnesses.*—In witness whereof the said parties have hereunto set their hands at the places and on the date hereinafter in each case specified.

Signed for and on behalf of the Governor of West Pakistan by.....  
Officer of.....acting under orders of the Governor of West Pakistan  
in the presence of.....(address).....  
(witness)

(description).....on the.....day of.....  
in the year one thousand nine hundred and.....

Signed by the said.....(tenant) in the  
presence of.....(description)  
(witness)  
on the.....day of.....in the year  
one thousand nine hundred and.....

### SCHEDULE

(Description and boundaries of the land)

An area of.....acres.....Kanal  
guntas  
.....marlas situated in the Deh  
.....Mauza  
.....Village  
.....revenue records  
tehsil.....district, shown in the record of the local authority  
.....as No. and bounded as follows :—

On the north by.....  
On the east by.....  
On the south by.....  
On the west by.....

FORM L.U. 7

(Rule 13 (1))

### NOTICE UNDER SUBSECTION (1) OF SECTION 18 OF THE WEST PAKISTAN LAND UTILIZATION ORDINANCE, 1959 (XLVIII OF 1959)

As required by subsection (1) of section 18 of the West Pakistan Land Utilization Ordinance, 1959 (Ordinance XLVIII of 1959), I....., Collector of.....District, do hereby give you notice that the lease of the land described in the sub-joined schedule (hereinafter referred to as the said land) which was taken from you for reclamation under the provisions of the said Ordinance, has terminated on..... ;

Now, therefore, you are hereby called upon to inform me in writing, within thirty days from the receipt of this notice, whether you wish to take possession of the said land or whether you desire Government to continue in possession thereof,

You are also hereby informed that in case you refuse to take possession of the said land, or no reply is received from you within the time limit specified herein, the possession of the said land shall be delivered to such other person as may be specified in this behalf; and the delivery of possession to such other person shall be a full discharge of Government from all claims in respect of the said land under subsection (2) of section 18 of the Ordinance.

#### SCHEDULE

Village Deh/ Mauza where the land is situated	Tehsil and District	Approximate area of the land	Khasra Nos. Survey Nos.	Boundaries of the land (if it does not bear field numbers)
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Dated.....

.....  
Collector  
..... District.