

Agreement Between the British Government and the Patiala State Regarding the Sirsa Branch of the Western Jumna Canal

Executed on behalf of Patiala State 25 July 1893; on behalf of the British Government 11 August 1893;

Approved and confirmed 29 August 1893

1. The entire project to be carried out under the exclusive control of the British Government on the general basis of taking a supply of water in the most economical manner from the Western Jumna Canal above the Indri Regulator to those portions of the Kaithal Tahail of the Karnal District, the Nirwanah Pargana of the Patiala State and the Fatahabad and Sirsa Tahsils of the Hissar District, to which it can, from an engineering point of view, be most advantageously carried.
 2. The original designs for the canal works, including all Distributaries, shall be prepared and carried out under the sole direction of the British Government, every possible attention being given to the wishes of the Patiala State, as to the precise direction and position of the channels traversing its territory, consistently with sound engineering principles.
 3. On the completion of the detailed surveys for all Distributaries the British and Patiala shares of the water-supply available shall be determined on the general basis of the proportions of the areas commanded by the entire system in British and Patiala territory, respectively.
- NOTE.-In this and subsequent Articles the term "commanded area" shall be held to mean the areas that can be naturally and conveniently commanded.
4. In the subsequent parts of this agreement the upper portion of the Sirsa Branch Canal, from its head above Indri to the point at which it first enters Patiala territory, will be called the First or British Upper Section, which will also include any escape that may be constructed, irrespective of the territory in which its head is situated, the portion from the point where the Canal first enters to the point where it finally leaves Patiala territory will be called the Second or Patiala Section, and the remainder of the Branch will be called the Third or British Lower Section. Also the Distributaries which may be designed solely or mainly for the irrigation of Patiala territory, whether their heads be situated in a British or Patiala section of the branch, will be called Patiala Distributaries, while all other Distributaries will be called British.
 5. Every effort will be made to design all the British and Patiala Distributaries so as to exclusively irrigate British and Patiala territory, respectively; but whenever a departure from this principle may be

necessitated by the physical configuration of the country, or by other engineering considerations, water shall be distributed from both the British and Patiala Distributaries, rateably, to all villages along their courses whose lands can be advantageously irrigated therefrom, whether such villages be under the jurisdiction of the British or the Patiala Government.

6. The land required for the canal and works in connection with it shall be made over by the Patiala Government according to its own usage, all payments of compensation being made by the British Government in accordance with the procedure that has been observed in the payment of compensation for land made over by the Patiala Government for the purpose of the Sirhind Canal, and the amounts so paid being dealt with as a part of the general expenditure on the canal works.

7. Compensation will be paid for any building or house injured by the works.

8. The entire cost of the First or British Upper Section of the Sirsa Branch, exclusive of Distributaries, but inclusive of original surveys and the preparation of the project, and also of such additions to and improvements of the head works and main line of the Western Jumna Canal, as may be rendered necessary by the increase in the supply required for the Sirsa branch, shall be borne by the British and Patiala Governments in the proportion of the water-supply finally allotted to each under Article 3 of this Agreement.

The entire cost of the Second or Patiala Section, exclusive of Distributaries, shall be borne by the British and Patiala Governments according to the proportions of their respective commanded areas, after deducting from the British area the area commanded in British villages situated in the First Section.

The entire cost of the Third or British Lower Section shall be borne by the British Government.

9. The entire cost of the British Distributaries will be borne by the British Government, and that of the Patiala Distributaries by the Patiala Government.

A branch or minor distributary taking off from a main distributary belonging to one Government for the purpose of exclusively irrigating the territory of the other Government shall be constructed and subsequently maintained at the cost of the Government whose territory will be exclusively served by it.

10. The Patiala State shall supply annually, to meet the cost of construction while the works are in progress, such sums as may be estimated by the British Government as approximately equivalent to

the share of the outlay of the year, which will be ultimately chargeable to the State under the terms of Articles 8 and 9 of this Agreement.

11. On completion of the works, an account will be drawn out by the British Government of the actual expenditure incurred on the different portions of the project, and a final statement will be prepared of the exact sum due from the Patiala State, which will then pay or receive back any difference between its actual payments year by year and its ultimate share of the cost.

12. The above account of total cost will include the charges for the original surveys, and proper charges on account of establishment, etc., whether incurred by the British or Patiala Government, and credit will be given to the Patiala State for all payments made by it directly.

13. Copies of such parts of the British accounts of the expenditure on construction will be furnished periodically to the Patiala State as may be desired by it.

14. The British Government shall have at all times the sole right of determining and controlling the supply to be passed into the Sirsa Branch Canal, due regard being paid to existing or established interests on the other portions of the Western Jumna Canal.

15. Subsequent to the admission of water, the management of the entire length of the Sirsa Branch (but not of the Patiala Distributaries except as provided in Articles 21 and 22) shall remain entirely in the hands of the British Government, but all expenses of maintenance of the Branch, Distributaries and connected works shall be shared by the British and Patiala Governments as provided in the next following Articles of this Agreement.

16. The annual charges for the maintenance of the first, second and third sections (not including Distributaries) and the corresponding incidental charges for establishment and tools and plant, but not those for general direction, shall be borne by the British and Patiala Governments in the same proportions as those in which the final direct capital charges on account of these sections (not including Distributaries) may be ultimately distributed between the two Governments; but all charges for the annual maintenance of Patiala Distributaries shall be borne exclusively by the Patiala Government, except as provided in Articles 21 and 22 of this Agreement.

17. Similarly, all miscellaneous revenue, i.e., revenue derivable from other sources than the supply of water for purposes of irrigation, that may be realized in the first, second and third sections of the Sirsa Branch (not including Distributaries), will be credited to the British and Patiala Governments in the proportions of the ultimate distribution of the direct capital outlay upon these sections (not including Distributaries).

18. The Patiala State shall be entitled to all revenue that may be assessed or assessable on account of irrigation or of sales of water for other purposes in Patiala villages, whether the water be supplied from British or Patiala Distributaries. Similarly, the British Government shall be entitled to all revenue that may be assessed or assessable on account of irrigation or of sales of water for other purposes in British villages, whether the water be supplied from a British or a Patiala Distributary.

19. With effect from the first day of April next after the date on which the first of the Patiala Distributaries is supplied with water the Patiala State shall pay a share of the annual cost of maintaining the head works and main line of the Western Jumna Canal above Indri, and also of the annual general charges for direction that may be debitable to the revenue account of the Western Jumna Canal. This share shall be determined annually by the British Government on the basis of the proportion of the actual or estimated area of irrigation in Patiala territory to the entire area irrigated on the Western Jumna Canal (including the actual or estimated Patiala area) that obtained in the year next preceding.

NOTE. For the purpose of this Article the actual area of irrigation in Patiala territory shall be taken as long as the Patiala Distributaries may, in accordance with the provision of Article 21 of this Agreement, be controlled and administered by the British Government; but after the Patiala Distributaries have been finally made over to the Patiala State, the area to be taken as that of Patiala irrigation shall be estimated in the manner provided in Article 32. The entire area irrigated by the Western Jumna Canal shall also include the area in Jind territory, for which a fixed annual payment is made by the Jind State, in accordance with the Agreement for the time being subsisting between the British and Jind Governments.

20. The Patiala State shall not be entitled to any share in any revenue realized on the head works or main line of the Western Jumna Canal, the whole of which shall be creditable to the British Government.

21. The Patiala Distributaries shall remain under the sole control and administration of the British Government for a period of five years dating from the commencement of the first crop to which water may be supplied from a Patiala Distributary. After the expiry of five years from the above date, the Patiala Distributaries shall be transferred to the control and administration of the Patiala State provided that in the case of any Patiala Distributary of which the head is situated in British territory, the British Government shall retain the control and administration of the portion lying between the head and the boundary of the Patiala State and shall bear the whole cost of the maintenance of such portion.

In every case in which the upper portion of a Patiala Distributary may remain under the control of the British under this Article, a gauge shall be erected in the distributary at or near the point at which it enters Patiala territory, and the British Canal Officer shall maintain such depths of water on the gauge (which shall be regularly recorded) as may ensure to the Patiala State its fair share of the supply.

22. During the period that the Patiala Distributaries shall remain under the control and administration of the British Government, the Patiala State shall pay all charges incurred in respect of the maintenance and administration of such Distributaries, including a proportionate share of establishment, except those that may be incurred in respect of the maintenance and administration of any portions lying in British territory between the heads of the Distributaries and the Patiala boundary, which will be borne by the British Government under Article 21.

23. The British Government shall arrange for the agreement of all revenue in Patiala villages during the period that the Patiala Distributaries remain under its control and administration, but will forward the assessment papers to the Patiala State for realization of the amounts assessed.

The rates of assessment during such period shall equal the combined occupier's and owner's rates that may be prescribed for British villages.

24. After the Patiala Rajbahas have been transferred to the control and management of the Patiala State, each Government will conduct the assessment of the villages under its own, jurisdiction, irrespective of the Distributaries from which water may be supplied to them, but in all cases in which a village under one Government is irrigated from a distributary belonging to the other, the Government owning the distributary shall be entitled to a copy of the measurement papers.

25. The Patiala Distributaries shall be entitled to a percentage of the total supply entering the Sirsa Branch, which shall be equal to the percentage of the supply to which the Patiala State may be entitled under Article 3 of this Agreement, with such addition as may be necessary for the irrigation of any British territory that may be commanded by Patiala Distributaries, and with a proportional deduction on account of any area of Patiala territory that may be commanded by British Distributaries.

26. The supply entering the Sirsa Branch shall be held to be the supply passing a certain point in the First Section, situated above the head of the First British Distributary in that Section. The supply passed into the Patiala Distributaries shall be held to be the difference between the supply passing a certain point in the Sirsa Branch situated between the heads of the last British Distributary in the First Section and of the first Patiala Distributary, and the supply passing certain point situated between the heads of the last Patiala Distributary and of the first British Distributary of the Third Section. The precise position of all three points shall be determined by the British Government.

27. Gauges shall be fixed at the three points in the Sirsa Branch referred to in Article 26, and the registers of their readings shall be held to give authoritative data for the determination of the percentage of the whole supply entering the branch which is passed into the Patiala Distributaries.

28. The regulation of the water passing into the heads of the Patiala Distributaries shall be entirely under the control of the British Canal Officer in charge of the Sirsa Branch. The requirements of each distributary will be communicated from time to time by an agent appointed by the Patiala State for this purpose, and the British Canal Officer shall comply with these requirements, provided that they are within the limits of the supply to which the Patiala Distributaries may at the time be entitled under Article 25.

But in seasons of short supply it shall be optional for the British Canal Officer to pass into the Patiala Distributaries an intermittent supply in excess of the percentage due to them, and to shut off the supply either partially or entirely during the intervening periods, provided that the aggregate supply passed into the Patiala Distributaries during a period of not more than fourteen days shall not, except with the consent of the Patiala Agent, or unless his indents are complied with in full, form a smaller percentage of the total supply entering the Sirsa Branch during the same period than will be due to them under the provisions of Article 25.

In the event of a breach in the bank of a Patiala Distributary, or of sudden rainfall, or on any other emergency, the supply entering the head shall on the requisition of a recognized or duly authorized State official be instantly shut off, or reduced to the extent or within the limits that may be permissible under the rules in this regard that may from time to time be issued by the British Canal Officer.

29. The British Canal Officer shall furnish the Patiala Agent, at intervals of not less than fourteen days, with a statement showing-

-the average daily supply entering the Sirsa Branch;

-the average daily supply due to the Patiala Distributaries;

-the average daily supply passed into the Patiala Distributaries;

-the daily gauge readings at head of each Patiala distributary, and the readings applied for by the Patiala Agent.

30. Other matters connected with the management of the canal and its connected works shall be settled by the Punjab Government with the Patiala State, subject to the confirmation of the Supreme Government.

31. The Patiala State shall pay to the British Government an annual sum as seigniorage on the Jumna water supplied to Patiala territory at a rate which shall vary according to the estimated area of Patiala irrigation as follows:-

ESTIMATED AREA IN ACRES

Not less than Below Rate of seigniorage per acre.

42,000 Nil.

42,000 44,000 One anna.

44,000 46,000 Two annas.

46,000 48,000 Three annas.

48,000 Four annas.

32. The area on which seigniorage is to be paid annually will be estimated on the basis of the area actually irrigated during the year from the British Distributaries and the relative proportions of the supplies actually passed into the British and Patial Distributaries during the same period, a deduction being made on account of the actual area of British territory irrigated from Patiala Distributaries, and an addition on account of the area of Patiala territory irrigated from British Distributaries.

Example.-If the area irrigated on British Distributaries were 70,000 acres, and the supplies passed into the British and Patiala Distributaries averaged 700 and 300 cubic feet per second, respectively, the estimated area of irrigation of the Patiala Distributaries would be as follows:-

300

----of 70,000=30,000 acres.

700

But if 3,000 acres of the Patiala territory were irrigated from the British Distributaries, and 6,000 acres of British territory were irrigated from Patiala Distributaries, the estimated area of Patiala irrigation would be-

$30,000+3,000-6,000=27,000$ acres, and the seigniorage to be paid would be 27,000 acres at four annas, equal to Rs. 6,750.

33. The first payment of seigniorage will be demanded on the area irrigated during the year 1902-3; that is, on the area irrigated during the Kherif of 1902 and the Rabi of 1902-3.

34. In the event of any falling off in the supply of water available for the Sirsa Branch, the actual supply available shall be shared with the Patiala State in the proportions fixed under this Agreement, and the Patiala State shall have no claim for compensation from the British Government on account of any such reduction of the supply.

35. The Patiala State shall have no claim against the British Government if the full percentage of supply allotted to the Patiala Distributaries be not taken, but a portion be allowed to pass on into the Third Section; neither shall the State be entitled to claim a remission of seigniorage on this account, as the charges for seigniorage will be based on the supplies actually passed into the Patiala Distributaries. Nor shall it have any claim against the British Government on account of water escaping unused from the Patiala Distributaries, because it is not required or used in Patiala territory; but should the British Government realize any income from such surplus or unused water, the Patiala State shall be entitled to claim a remission of seigniorage equal to one-eighth of the income so derived, provided that whenever the rate of seigniorage is less than four annas per acre the above rate of remission shall be reduced proportionately.

36. The Patiala State shall furnish the British Government with half-yearly statements, giving for each harvest such information regarding the area irrigated by, the income derived from, and the working expenses of, the Patiala Distributaries as may be required by the British Government in connection with the annual statistics of the Western Jumna Canal.

Similarly, the British Government shall furnish the Patiala State with such half-yearly or annually statements relating to the working of the Western Jumna Canal as may be desired.

37. Offences against canal regulations shall be dealt with as follows:-

If a native British subject commits an offence in the Patiala territory and is apprehended in that territory, he will be tried by the officers of the Patiala State, but if he is not apprehended in that

territory, the officers of the Patiala State may report the matter to the British Canal Officer, and that officer will then proceed as if the offence had been committed in British territory.

The same procedure will be followed, *mutatis mutandis*, in the case of offences committed in British territory by subjects of the Patiala State.

38. The British Government reserves to itself the right of extending or altering the Sirsa Branch at any future time in any way it pleases, on the understanding that the share of the water first assigned to the Patiala State under this Agreement shall not be interfered with or diminished without its consent being first obtained. And the expenses of such extension or alteration will be distributed in proportion to the advantages expected to accrue from such action to either of the parties concerned under this Agreement.

39. So long as the original construction of the Patiala Section and Distributaries shall be in progress, it shall be the duty of the officers in charge to pay due attention to any representations of His Highness the Maharaja of Patiala or his officers, and to carry out their wishes as far as may be practicable or advisable.

40. In case of any difference of opinion arising between the officers of the Patiala State and the British Canal Officers on any matter relating to the management of the Sirsa Branch Canal and its Distributaries, it shall be referred to the Lieutenant-Governor of the Punjab, whose decision shall be final. If any difference of opinion shall arise between the Patiala State and the Lieutenant-Governor of the Punjab as to the construction of this Agreement, a reference may be made to the Governor-General in Council, whose decision shall be final.

41. It shall at any time be competent for the British Government to resume the entire management of the Patiala Distributaries, or of the irrigation in Patiala territory, if it shall consider that that State has not properly fulfilled the obligation which attach to the discharge of the duties which will devolve on it under the arrangement detailed above.

42. These obligations may be summed up as follows:-

1st.-Complete regularity in the payment of the salaries of all persons employed on the canal, and in the provision of the funds necessary for carrying out the works which will be needed for its maintenance.

If from any want of proper attention on the part of the Patiala State, the British Government is at any time forced to advance money for the due performance of works, or payment of salaries, etc., which

will properly fall on that State under these arrangements, then the British Government must be understood to have the right to take complete charge of the whole administration of the canal channels and irrigation connected with the Sirsa Branch which pertain to the State, and to retain them under its own officers until the evil complained of be corrected and matters be placed on a sound footing. But in such case, out of the income from the canal, after deducting expenses, any surplus which may accrue shall be made over to the State.

2nd.-Complete impartiality in the distribution of water from the Patiala Distributaries, so that the British villages adjacent thereto shall, if required, share the water equally with the villages of the Patiala State, also an equal administration of justice to all persons over whom the officers of the Patiala State may exercise jurisdiction, so that the subjects of the British Government shall be dealt with according to the same principles of law as are respected by the officers of the British Government.

3rd.-Ready and friendly compliance on the part of the Patiala State with those requests of the Punjab Government and its superior officers who have chief charge of the Irrigation Department in the Punjab which shall be declared by them to be essential for the proper maintenance and satisfactory working of the Sirsa Branch as a whole.

The Governor-General in Council will at all times be ready to receive any representation from the Government of the Patiala State, if that Government considers that the spirit of the present proposals is from any cause not fully acted up to be the officers of the Punjab Government on whom the immediate duty of carrying them out will devolve.

Executed on behalf of the Patiala State by Lala Nanak Baksh, duly empowered by His Highness the Maharaja of Patiala, this Friday, 25th day of July 1893.

Witnesses-

SYED MOHAMED ALI NANAK BAKSH,

Vakil of Patiala with the Patiala Mutamid with Commissionership of Delhi. the Government of the Punjab.

SHANKER DYAL,

Vakil of Patiala, residing at Simla.

Executed on behalf of the British Government by Lieutenant-Colonel J. W. Ottley, Secretary to the Punjab Government in the Irrigation Department, duly empowered by His Excellency the Viceroy and Governor-General of India in Council, this Friday, the 11th day of August 1893.

Witnesses-

A. G. REED, JOHN W. OTTLEY, Lieut.-Col. R.E.,
Executive Engineer, Secretary to the Punjab
Irrigation Department. Government in the Irrigation Department.

H. V. S. BAKER,
Under Secretary to Government
Punjab, Irrigation Branch.

Approved and confirmed by His Excellency the Viceroy and Governor-General of India.

W. J. CUNINGHAM,
Offg. Secretary to the Government of India.
FOREIGN DEPARTMENT;
Simla, the 29th August 1893.