

Amateur Riders' Club

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BYE LAWS OF STABLING
(1st June 2011)

COPY OF STABLING BYE LAWS

1. TITLE AND APPLICATION:
 - 1.1. These Bye Laws shall be called ‘The Bye Laws of Stabling of the Amateur Riders’ Club, 1997’.
 - 1.2. These Bye Laws shall come into effect on 1st December, 1997.
 - 1.3. These Bye Laws are based on the principle of fair and equitable allotment of Stables to be made to members who are regular Riders. The intention is to ensure that as far as possible every Member who desires a Stable is given a Stable. Additional Stables will be allotted to Members only in the event of all Members who have applied for a 1st Stable already been allotted the same.

2. INTERPRETATION AND DEFINITIONS:

In these Bye Laws-

 - 2.1. ‘The Club’ means the Amateur Riders’ Club
 - 2.2. “Club’s Horse” means an equine owned or leased by the Club.
 - 2.3. ‘The Managing Committee means the Managing Committee of the Club holding office under the Rules and Regulations of the Club.
 - 2.4. ‘Member’ means any person who is a Member of the Club, as defined in Rule 42 of the Rules and Regulations of the Club.
 - 2.5. “Horse means and includes a gelding, a mare, a pony and a filly but does not include a colt, an entire or a rig.
 - 2.6. ‘Secretary’ means the Secretary of the Club.
 - 2.7. The singular shall include the plural and masculine will include the feminine where necessary.

3. REGISTER:
 - 3.1. The Club will maintain a Register of Members who have applied for stables.
 - 3.2. The said Register will consist of several lists. List 1 will comprise of names of applicant/s who have not been allotted a Stable. List 2 will comprise of names of applicant/s with one stable allotted. List 3 will comprise of names of applicant/s who has/have been allotted 2 Stables. List 4 will comprise of names of applicant/s who has/have been allotted for 3 Stables and so on.
 - 3.3. Those whose names appear in List 1 will get precedence in the matter of allotment of stables over those whose names appear in List 2. Those whose names appear in List 2 will take precedence in the matter of allotment of Stables over those whose names appear in List 3, and so on.
 - 3.4. The seniority of each application will be based on the date of the application being submitted to the Club. An applicant/s who has applied prior to another applicant in the same list will have precedence in the matter of allotment of Stables.
 - 3.5 (a) For a Member to be eligible to apply for a stable, he must have a minimum of 18 rides either on Club’s horses or on horses stabled in the

Club's premises during the period of 3 months prior to the date of his application.

- 3.5(b) While computing the 18 rides of the Member, the rides of his spouse, minor son, minor daughter and minor grandchild, members' son/daughter or parents who are members in their own right shall also be considered. This provision will also apply while computing the 18 rides stipulated in Bye-laws 3.6 and 3.7".
- 3.6. In the event of an application made in joint names, each of the applicants should have had a minimum of 18 rides 3 months prior to the date of his application.
- 3.7. During the period between applying for a Stable and being allotted a Stable the applicant should continue to have 18 rides per riding period.
- 3.8 In the event of the applicant not fulfilling the requirements set out in Bye Law 3.7 above his name shall be removed from the Register.
- 3.9. In the event of either one of two joint applicants not fulfilling the requirements set out in Bye Law 3.7 above their names shall be removed from the Register.
- 3.10(a) No application shall be made jointly by more than two Members.
- 3.10(b) If either of the joint owner members already owns a horse, the waitlist of the stable application will be treated as the 2nd, 3rd, 4th horse as the case may be.
- 3.11. In the event of a member being in default of payment of any bills outstanding to the Club for a period in excess of 3 months his name shall be removed from the Register.

4. ELIGIBILITY:

- 4.1. A Member of the Club shall be entitled to keep his horse in the stables or the premises of the Club depending on availability of space and seniority on the Register.
- 4.2. Horses stabled in or otherwise occupying the premises of the Club shall be exclusively owned or leased by such members as aforesaid, either individually or jointly and shall be permanently stationed only at Mumbai.

5. APPLICATION:

- 5.1. A Member intending to avail a stabling facility, either individually or jointly with another member at the time of applying, may make an application to the Club for keeping his horse in the stable of the Club.
- 5.2. Every such application as aforesaid shall be in the prescribed form and shall be addressed to the Secretary of the Club.
- 5.3. Every such application shall be accompanied by a stable deposit of a sum of Rs.30,000 /- or such sum as the Managing Committee may decide from time to time.
- 5.4. The Secretary may require a member making an application as aforesaid to furnish such further information as he deems necessary.

5.5. The Club will accept the application for a Stable only if it is accompanied by the requisite deposit and if the applicant is otherwise eligible to apply for a stable.

6. ALLOTMENT & OCCUPATION:

6.1. The Managing Committee shall allot stables to Members registered as aforesaid in the order of their precedence on the Registration List.

6.2. The allotment of stables shall always be subject to the stabling capacity of the Club and, while considering such capacity, the Managing Committee shall always give priority to the stabling of Club's horses.

6.3. Upon the Managing Committee allotting a stable to a Member registered as aforesaid, the Secretary shall forthwith inform the member of the allotment of the said stable. The Member will be liable to pay all charges for the use of the stable commencing from 15 days after receipt of the letter intimating him that a stable has been allotted to him or from the date when his horse occupies the stable whichever is earlier.

6.4. The member who has been allotted a stable shall bring his horse and keep the horse in the stable within a period of 90 days from the date on which he receives the Secretary's intimation of the allotment. The period during which a horse is required to be quarantined and or isolated shall be included while computing the period of 90 days.

7. FAILURE TO OCCUPY:

7.1. In the event of a member who has been allotted a stable failing to bring in his horse into the stables within a period of 90 days as aforesaid, the allotment shall automatically stand cancelled.

7.2. Upon such cancellation, the Secretary shall return to the member the Stable deposit after deducting there from such costs, charges and expenses as may be incurred by the Club in respect of the member's application.

7.3. The Managing Committee shall thereafter allot the stable to the member next in the order of precedence in the Registration list, subject to eligibility.

8. TEMPORARY ALLOTMENT:

8.1. Pending the allotment of a stable to any Member by the Managing Committee, on the Member's application he may be allotted a stable on a purely temporary basis by the Managing Committee or the Secretary on such conditions as the Managing Committee/Secretary may deem fit and proper. The temporary allotment will be made only on the Member furnishing an undertaking to comply with the conditions imposed by the Managing Committee/Secretary. If the Member at any time violates any of these conditions, the temporary allotment of the stable shall stand cancelled forthwith.

8.2. The allotment of stables on a temporary basis shall also be made in accordance with Bye-law 6. Notwithstanding the temporary allotment,

the Member shall continue to remain on the Registration List for the allotment of a permanent stable.

- 8.3. The Secretary may allot a stable temporarily as aforesaid only if there is availability of space in the Club's stables/premises.
- 8.4. The temporary allotment of a stable made by the Secretary will have to be ratified by the Managing Committee at its next meeting. In the event of non-ratification by the Managing Committee, the temporary allotment of a stable made by the Secretary shall stand cancelled forthwith and the Member shall vacate the stable as per Undertaking given. If the temporary allotment is ratified by the Managing Committee, the allotment of the stable will be subject to the terms and conditions imposed by the Managing Committee while ratifying the allotment.
- 8.5. 24 hour notice stabling – Notwithstanding Rule 8 – Committee may at its discretion allot temporary stabling facility to members on the waitlist. The allotment will be offered as per rules laid down in item (6). However, the member has the option to decline this facility and will continue to be on the waitlist in the same position, until permanent stabling can be offered.

A member accepting temporary allotment must sign an undertaking to remove his horse within 24 hours of receiving a notice to do so. Member failing to comply may have his stable allotment cancelled.

9. IN TRANSIT STABLE FACILITY:

- 9.1. The Secretary may at his discretion and in the case of an emergency give “In transit Stable facility” to a Member.
- 9.2. Such “In transit Stable facility” shall be given to a Member upon his furnishing to the Secretary a written undertaking to vacate the stable/ Club's premises within 24 hours of being called upon to do so.
- 9.3. In no event shall 'In transit stable facility' be granted to a member for a period exceeding 15 days.
- 9.4. If horses are required to leave the In transit stable facility before aforesaid period of 15 days is over they will be asked to leave on the principle of First-in-first-out.

10. QUARANTINE AND ISOLATION:

- 10.1. No horse shall be permitted to occupy stable in the Club unless they have been quarantined/isolated as required at the Bai Sakarbai Dinshaw Petit Animal Hospital, Parel, or at the R.W.I.T.C. Ltd's Quarantine Yard, Mahalaxmi, or at such other place as may be approved by the Managing Committee and/or unless a Veterinary Surgeon has certified that the horses are in good health and free from all diseases.
- 10.2. The horse must satisfy the health regulations including EIA as laid down by the Central and/or State Governments and the Turf Authorities.

11. CHOICE OF STABLES:

11.1. The selection of any particular stall or space in Club's premises for the horse of a Member who has been allotted a stable by the Managing Committee shall be entirely at the discretion of the Secretary and he shall have the power to transfer a horse from one stall or space to another within the Club's premises.

12. CHANGE OF HORSES:

12.1. A member whose horses are kept in a stable or in the Club's premises may replace that horse with another horse only with the prior sanction of the Managing Committee. Pending such sanction, the Secretary may permit such Member to occupy the stable with such other horse on the Member giving a written undertaking to vacate the stable within 24 hours of being called upon to do so.

12.2. In the event of a death of a horse kept in a stable or in the Club's premises, the member owning that horse may bring another horse only with the prior sanction of the Secretary within 90 days of permission being granted.

12.3. Such sanction shall not be withheld or refused if the member has been duly complying with these Bye Laws and if the new horse is fit to be kept in the premises of the Club.

12.4. The Secretary shall intimate the sanction in writing to member who shall replace his horse within a period of 90 days of the receipt of such sanction.

12.5. In the event of a member failing to replace his horse within the time stated above, the allotment of the stable to him shall be cancelled and the stable shall be allotted in the manner prescribed herein above in Bye Law 6.

13. CESSATION OF OWNERSHIP:

13.1. If any member keeping his horse in the stable or otherwise occupying the Club's premises in any manner whatsoever ceases to be the owner of the horse either by sale, transfer, gift or otherwise, or if the ownership of such horse changes in any manner whatsoever, the allotment of such stable shall be cancelled unless he wishes to replace the same under Bye Law 12.1

13.2. Bye Law 13.1 shall not apply in the event of one joint owner giving up, or transferring or relinquishing his right, title and interest in a horse to the other joint owner in order to constitute the other joint owner as the sole owner of the horse.

13.2.1 A member will be entitled to transfer his stable to his child on the following conditions:

- (a) The child has become a major and has become a member of the club.
- (b) The application for transfer of stable is made within 6 months of the child attaining majority.

- (c) The child has not been allotted a stable in his own name.
 - (d) The child is otherwise eligible being a Junior Member to apply for and be allotted a stable as per these Bye Laws. (as per Stabling Byelaws 3.6)
- 13.3. Upon cancellation of such allotment, the member shall be responsible for the removal of the horse from the stable or the premises which that horse occupies in the Club.

New Rule Added:-

13.4 If any Member desires to replace a horse currently owned by him and stabled in the Club's premises with a horse which is stabled in the Club's premises or which was stabled in the Club's premises at any time during a period of one year prior thereto (not being his own horse), he may do so only on payment of Rs.7,500/- to the Club as a Replacement Fee. The cheque for Rs. 7,500/- must accompany his application for change of horse.

14. FEEDING:

14.1. The Club shall not be responsible for the quality or the quantity of the feed given to any horse kept in stables or in the Club's premises.

14.2. Subject to what is stated above in Bye Law 14.1. above, the club shall endeavor to provide reasonably clean feed, of fair average quality grain of the season to the said horse.

14.3 A Member shall not be allowed to store any feed in the Club's premises without the prior permission of the Managing Committee/Secretary.

15. CARE OF HORSES:

15.1. The Club shall not be liable or responsible in any manner for the health or safety of the horse kept in the stables or in the premises of the club.

15.2. Subject to what is stated in Bye Law 15.1. aforesaid, the staff of the Club shall take reasonable care to ensure the safety of the horse and their maintenance in a healthy condition.

15.3. In the event of any horse kept in the stable or in the premises of the Club being suspected of any disease, either infectious or contagious, the Secretary shall be empowered to have that horse examined by a Veterinary Surgeon and, if so advised, remove the horse to a Veterinary Hospital and, for this purpose, the permission of the member owning such horse shall always be deemed to have been granted to the Secretary.

15.4. In the event of a horse kept in the stable in or otherwise occupying the premises of the Club sustaining any injury or contracting any illness, the Secretary shall forthwith endeavor to inform the member owning such horse and obtain his instructions as to the further treatment of the said horse.

15.5. In the event of a member, whose horse has sustained any injury or contracted any illness, not being available for issuing any instructions, the Secretary may take suitable action in respect of the said horse on the

advice of a Veterinary Surgeon, including removal to hospital or the humane termination of the horse's life, and, for this purpose, the permission of member owning such horse shall always be deemed to have been given to the Secretary.

15.6 Any horse stabled in the Club's premises or in stables allotted/provided by the Club shall be subject to random sampling (blood, urine etc.) and vaccination as authorised by the Secretary or the Managing Committee. Such sampling/vaccination may even be carried out without prior notice to the owner Member. The Club will however endeavor to give prior notice before such sampling/ vaccination.

16. VETERINARY TREATMENT:

16.1. Horses kept in the stables in or otherwise occupying the Club's premises shall be given veterinary treatment only in the Club's premises, the Bai Sakarbai Dinshaw Petit Animal Hospital, Parel, or at the R.W.I.T.C. Ltd's Veterinary Surgeon's Yard or at such other place as may be approved of by the Managing Committee.

17. ABSENCE FROM STABLES:

17.1. No persons shall be allowed to take a horse kept in the stables or in the premises of the club out of the club's/R.W.I.T.C. premises unless he has obtained the prior written permission of the Secretary to do so. Such permission shall not be withheld.

17.2. In the event of a Member taking or permitting or allowing a horse stabled by him at the Club's premises to be taken out of the Club's/R.W.I.T.C.'s premises in contravention of Bye Law 17.1 above the allotment of the stable allotted to such horse shall automatically stand cancelled.

18. TAKING HORSES OUT OF MUMBAI:

18.1. A member, whose horse is kept in the stable in or otherwise occupying the Club's premises, may take his horse out of Mumbai for a period which shall not exceed four months in a year. The calculation of the period will be from 1st April to 31st March of the year. (As per Managing Committee Meeting dated 25th September 2012)

In the event of the horse being prevented from traveling to Mumbai due to a ban on the movement of horses, the period during which the horse is so prevented from traveling shall be excluded while computing the period of four months.

(As per Managing Committee Meeting dated 30th July 2014)

However, if a Member is personally participating in polo tournaments/ **equestrian** competitions on his/her own horse/s, that Member may be permitted by the Managing Committee to keep his/her horse/s out of station for a fixed period of time which must be informed to the

Committee in writing in advance. He/she will not be permitted to bring his/her horse back before the end of the period unless the Committee allows him to do so. Extensions will not be given for more than 3 months.

- 18.2. During the absence of the horse from the stable allotted to the member, all charges in respect of the stable shall continue to be recovered from the member in accordance with these rules.
- 18.3. A member shall not have any lien or other charge upon the stable premises occupied by his horse, and during the absence of the horse out of Mumbai the member shall not be permitted to use the stable or premises for any purpose whatsoever and the Club shall be entitled to utilise the stable or the space at the discretion of the Secretary.

Old Rule 18.4 deleted and substituted by the Amended Rule:-

- 18.4 A Member moving his horse/s out of Mumbai shall be entitled to a credit of 6, 7 or 8 rides per month on the said horse/s or a proportionate number of rides for the period spent outside Mumbai (depending on the number of horses stabled by him at the Club) subject to the Member producing adequate material/proof of his having participated in an equestrian event/competition on the said horse. The decision of the Managing Committee in this regard will be final. Under no circumstances will a Member earn any rides merely for riding his horse outside Mumbai unless he does so with the prior permission of the Managing Committee.
- 18.5 A Member shall not remove his horse from the Club's premises without the prior written permission of the Secretary
19. DEATH OF A HORSE:
 - 19.1. In the event of a death of any horse kept in the stable or in the premises of the Club, the member of Club, the member owning such horse shall dispose of the body only with the prior permission of the Secretary and in accordance with his instruction issued on the advice of a Veterinary Surgeon.
 - 19.2. If the member whose horse has died as aforesaid is not available, the Secretary shall dispose of the body of the dead horse in such manner as he deems fit and, for this purpose, the permission of the owner shall always be deemed to have been given to the Secretary.
 - 19.3. The member will be given 90 days to replace a dead horse.
20. SYCES:
 - 20.1. Every member whose horse is kept in the stable in or in the premises of the Club shall employ a syce for that horse. The Member shall inform the Secretary in writing of the name of the syce employed by him. If a

- member changes his syce he shall inform to the Secretary in writing. Every such syce shall be required to comply with such health and other requirements and/or tests as may be prescribed by the Managing Committee from time to time.
- 20.2. Although the syces shall be the employees of the members owning the horses, the said syces shall at all times submit to the orders of the Jamadars and Secretary of the Club in all matters whatsoever, including the cleanliness and maintenance of the stables, saddlery, feeding and grooming and treatment of horses, cleaning of the Club's premises, such as the stables, godowns, yards, syces' quarters, whitewashing the premises, watering and tending to the riding school and such other functions as they may be required to perform from time to time. Owners are expected to sincerely co-operate in the spirit of this rule by ensuring that their employees submit to the requirements of this rule.
- 20.3. The Secretary shall be empowered to prohibit any syces from entering the Club's premises if in his opinion the behavior of the syce is improper or otherwise unsuitable to the well-being of the Club.
- 20.4. The Club shall not be liable or responsible in any manner whatsoever for the salary or other service conditions of the syces employed by the members.
- 20.5. A member shall not use the services of more than one syce per horse stable with or otherwise occupying the Club's premises and the Secretary shall be empowered to remove any unauthorized syces from the Club's premises in this respect.
- 20.6. The family members or relatives or friends of syces employed by members shall not be permitted to reside on or enter the Club's premises.
- 20.7. All employees of the Club as well as owners will be required to display prominently a photo identity card at all times whilst on duty.
21. SADDLERY AND EQUIPMENT:
- 21.1. Except for riding and grooming equipment legitimately required by a member, no other equipment whatsoever will be stored in the Club's premises by a Member who has been allotted a stable.
- 21.2. The Club shall not be responsible or liable in any manner whatsoever for the removal or theft or any other loss or damage whatsoever to the saddle and bridles or any other equipment kept in the Club's premises, and the saddle and bridles and equipment will be stored by the member entirely at his own risk.
- 21.3. Every member, whose horse is stabled in or otherwise occupying the Club's premises shall use saddles and other equipment of good quality in accordance with the requirements of his particular horse and shall maintain the same in a good condition.
- 21.4. The staff of the Club shall be empowered to carry out regular inspection of saddlery and equipment and shall report and recommend repairs and replacement to members' and members' syces shall be bound to submit

such saddlery and equipment for inspection to the Club's staff. In the event of a member being called upon by the Secretary to repair/and or replace any equipment, he shall do so within 7 days of receipt of such intimation.

22. CHARGES AND EXPENSES:

- 22.1 Every member whose horse is kept in the stable or in the premises of the Club shall pay to the Club such charges in respect of the stabling or occupation of his horse, as the Managing Committee may decide from time to time.
- 22.2. All costs, charges and expenses incurred by the Club in respect of a horse kept in a stable or occupying any of its premises or in respect of a syce working on that horse or employed by a Member shall be recovered from the member or members owning that horse or employing such syce.
- 22.3. In case of a horse being owned jointly by two or more members, each of such members shall be liable, jointly and severally, to pay the aforesaid cost, charges and expenses to the Club.

23. BILLING:

- 23.1. Every member, whose horse is kept in the stable or in the Club's premises, shall be presented with a bill of the cost, charges and expenses in respect of that horse every month.
- 23.2. Every such member shall make payment of the bill referred to in Bye Law 23.1. on or before the last date of the month immediately succeeding the month for which the bill is issued (hereinafter referred to "as the due date").
- 23.3. In the event of a Member failing and/or neglecting to make payment of the bill by the due date, such Member shall be liable to pay interest to the Club on the outstanding amount at the rate of 2% per month from the due date.
- 23.4. Where a horse is owned by more than one member, the bill shall be sent to the member whose name appears first and he shall be responsible for effecting payments of the bills on behalf of other member owning the horse. This, however, will not absolve the second named owner from his liability to the Club.

24. DEFAULT IN PAYMENT:

- 24.1. If any bills sent as aforesaid to a member remain unpaid for a period of one month, the Secretary shall serve a notice upon the member to make the outstanding payment within one week of the receipt of such notice.
- 24.2. Along with the notice mentioned in Bye Law 24.1 the Club shall require the Member concerned to pay such further amount by way of deposit so that the sum total of the initial amount deposited by the Member at the time of applying for the stable and the additional amount so required to

be deposited will be twice the amount of the bills so remaining unpaid and rounded off to the higher thousand.

The said notice will also inform the member concerned that in the event of his not making payment of the outstanding bills and/or in the event of his not depositing such additional amount as may be required within a period of two weeks from the date of receipt of the said notice, the stable allotted to him will be cancelled. The name of the member will also be posted on the Notice Board for non-payment of dues. This will be in addition to any other rights which the club may have.

- 24.3. If no payment and/or deposit is made by the member within two weeks of the dispatch of the notice referred to in Bye Law 24.1. or 24.2. above, the Club shall cancel the stable allotted to the Member and be at liberty to sell the horse and saddlery/riding tack of the member either by auction or otherwise and to pay such member the amount realised by such sale after deducting there from the sums remaining unpaid in the said bills. The Club shall be at liberty to bid for the purchase of such horse, saddlery or riding tack.
 - 24.4. Every member shall be deemed to have given his consent for the purposes of selling his horse and/or equipment for realisation of unpaid charges, costs and expenses and the Club shall be entitled to pass a valid title to purchaser and to issue a valid receipt for the price on behalf of the owner.
25. USE OF THE HORSE:
- 25.1. Every member shall use his horse for purposes which are strictly amateur and non commercial.
 - 25.2. No member shall allow his horse to be photographed or filmed or exploited by any commercial party or agency nor shall he lease, hire or otherwise give his horse or allow it to be used for monetary gain or for any other benefit without the express permission of the Managing Committee. All proceeds in respect of the above shall be paid over to the Club and the Member shall not have any rights to such proceeds. The Secretary shall however be empowered to give the prior permission as long as above conditions are met which will need to be ratified by the Managing Committee.
 - 25.3. No member shall allow his horse to be utilised or used by any professional group, body or organisation for any purpose whatsoever. For the purpose of these Bye Laws a professional group, body or organisation will include any group, body or organisation which changes, recovers or receives a fee or any other consideration for participating in an equestrian event or sport.
 - 25.4. Every horse kept in stable of the Club or occupying any premises therein shall be ridden only by persons wearing proper riding apparel, which shall at all times, include a hard riding hat, riding boots and such other equipment/apparel as may be prescribed by the Secretary from time to time.

- 25.5. The horse so stabled shall be for the member's personal use and can be ridden by the following:
- (a) Member's Spouse
 - (b) Parents, children and siblings of members and minor grand children
 - (c) Guest (i.e. non-members) subject to such conditions as may be imposed by the Managing Committee.
 - (d) Members owning horses stabled at the club's premises, subject to such condition as may be imposed by the Managing Committee.
 - (e) Members not owning horses stabled at the club's premises, subject to such condition as may be imposed by the Managing Committee

Old Rule 25.6 deleted and substituted by the Amended Rule:-:-

25.6 For the purposes of these Bye Laws the year shall be divided into 3 riding periods as follows:-

- (a) 1st January to 31st March
- (b) 1st April to 30th September
- (c) 1st October to 31st December"

New Rule added:-

25.7 Every member shall be required to ride the horse owned by him and stabled at the Club's premises a minimum number of times during a r i d i n g period, depending on the number of horses owned by him, as follows :-

No. of Horses owned	No. of rides reqd. from 1 st January to 31 st March.	No. of rides reqd. from 1 st April to 30 th September.	No. of rides reqd. from 1 st October to 31 st December.
1	18	18	18
2	22	22	22
3 & above	24	24	24

In the case of a horse owned jointly, the number of rides required will be as follows:-

No. of Horses owned	No. of rides reqd. from 1 st January to 31 st March.	No. of rides reqd. from 1 st April to 30 th September.	No. of rides reqd. from 1 st October to 31 st December.
1	22	22	22
2	26	26	26

3 & above	30	30	30
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Use of his horse by a Member during the morning session or the evening session will be considered as one ride each. Participation in sports/ events will be considered as one ride for that session irrespective of the number of chukkers or events participated in. For the purpose of these Bye Laws if the horse is ridden by the spouse, parent, child, or minor grandchild of the Member owning the horse the same will be considered as a ride for the purpose of computing minimum rides, provided that in the case of a parent or major child, such parent or major child should be a member and in the case of a grandchild, the grand child or his/her grandparent should be a member.

However if a member plays more than one chukker on the same day, he will be given credit for a number of rides (in respect of all horses owned by the member) equal to the number of chukkers played, whether on his horse or any other horse.

(vide the Managing Committee meeting dated 12th January 2016)

In the event a Member owns more than one horse, a ride on any one of his horses will be treated as a ride on all his horses and he will be permitted to enter his signature in the Register against all his horses. Further if a Member's horse is either indisposed or outside Mumbai then the Member's rides on either a Club's horse or on any other horse stabled in the Club's premises will be counted as a ride and for this purpose a separate record or Register will be maintained by the club. However, in the case of an indisposed horse, the Member's ride on either a Club's horse or on any other horse stabled in the Club's premises will be counted only AFTER the issuance of a certificate by the Club's veterinarian stating that the concerned horse is indisposed and cannot be ridden.

In the event of a Member seeking exemption from complying with the minimum number of rides during any period on health grounds, his request will be considered only if all documents & reports are submitted to the club's office within 15 days from the date of the request for exemption. The Managing Committee is however not bound to grant any such exemption and it is left to the absolute discretion of the Managing Committee.

- 25.8. In the event of a horse not being ridden the minimum number of times as aforesaid in a riding period the Club shall give to the member concerned a notice stating that his horse has not been ridden the minimum number of times and require him to make up the deficit number of rides in the immediately succeeding riding period. If in the

immediately succeeding riding period the said horse has not been ridden the minimum number of times required in a riding period and if the deficit number of rides from the immediately preceding riding period are not made up, then allotment of the stable occupied by such horse will be, at the end of the succeeding riding period, automatically stand terminated without any further act or deed and the Member concerned will be required to immediately remove his horse and saddlery from the Club's premises.

Old Rule 25.9 deleted and substituted by the Amended Rule:-:-

25.9 A member and/or person mentioned in Bye-Law 25.7 may record his ride on his horse by:-

- a) signing the Riding Register kept by the Club at the riding ground during riding hours, or
- b) signing the Polo Register kept at the polo ground during polo chukkers, or
- c) signing the Light Register kept with the ground staff, or
- d) signing the Riding Register kept at the Club's office outside riding hours.

A member will be given credit for a ride only if the concerned Register is signed during the riding session in which the horse is ridden and the concerned Register is countersigned by the Club staff. It is the responsibility of the member and/or person concerned to ensure that the Club staff countersigns the same. Credit will only be given for rides which are entered in any of the above Registers and no ride will be credited on the basis of any letter, email etc.”

25.10. Notwithstanding anything stated herein, a Member proceeding out of Mumbai may appoint another member of the Club to take care of and use of his horse after obtaining the prior permission of the Managing Committee. However, such member will not be exempt from fulfilling the minimum ride requirements.

25.11. The Managing Committee may grant such permission upon such conditions as it may think fit to impose, which condition shall bind both the member owning the horse as well as the member taking care of the horse, or the Managing Committee may refuse to grant such permission without giving any reasons whatsoever.

26. VISITING HOURS:

26.1. No member shall be permitted to enter the stables of the Club between the hours of 9 p. m. to 5 a.m., except in accordance with the instructions issued by the Secretary.

26.2. During the period of Gymkhana Race Meetings, entry of the members in the stables may be restricted by orders to be issued by the Secretary even outside the aforesaid hours of 9 p.m. to 5 a. m.

- 26.3. Notwithstanding the aforesaid Bye Laws 26.1 and 26.2., a member may enter the stable or the premises of the Club in the event of an emergency to his horse.
27. CANCELLATION OF ALLOTMENT:
- 27.1. The Managing Committee shall cancel the allotment of the stable to any member who is not complying with or who has committed a breach of any provision of these rules.
- 27.2. Before cancellation the allotment in pursuance of the aforesaid Bye Law 27.1. the member concerned shall be afforded a reasonable opportunity of showing cause against the cancellation of the allotment to the Managing Committee.
- 27.3. A Member not wishing to keep his horse in the stables or in the premises may inform the Secretary in writing and the Managing Committee shall thereupon cancel the allotment of the stable to that member.
28. REMOVAL OF HORSES:
- 28.1. If the Managing Committee cancels the allotment of a stable to any member, he shall remove his horse, saddlery and equipment from the stable or the premises of the Club occupied by that horse within a week of being called upon to do so.
- 28.2. A Member who has been allotted a stable temporarily under Bye Law 7 or Bye Law 8 hereof shall within a week or 24 hours (as the case may be) remove his horse, saddlery and equipment from that stable upon being given intimation to that effect in writing by the Secretary.
- 28.3. If a member does not remove his horse, saddlery and equipment within a week (or 24 hours) after the cancellation of allotment or after being intimated under Bye Law 28.2 above, the Managing Committee shall have the right to remove the horse, saddlery and equipment from the premises of the Club and also the right to sell the same by auction or otherwise and recover any cost, charges and expenses incurred in that behalf by the Club from the sale proceeds thereof.
29. DISCLAIMER OF LIABILITY:
- 29.1. The Club shall not be liable or responsible for any loss/or damage incurred by or caused to any person, either a member or otherwise, by reason of the sale of the horse, saddlery or equipment or the loss, injury or sickness to the horse or the loss or damage to saddlery or equipment of the member concerned on any account whatsoever.
30. DEPOSIT:
- 30.1. Upon cancellation of the allotment of a stable to a member and upon removal of his horse, saddlery and equipment from the Club's premises, the stable deposit shall be refunded to the member without payment of any interest whatsoever and after deducting therefore all unpaid cost,

charges and expenses of any nature whatsoever which are outstanding to the Club from that member.

31. DISCRETION OF THE MANAGING COMMITTEE:

- 31.1. These Bye Laws may be amended or revised from time to time by the Managing Committee.
- 31.2. The Managing Committee shall have the powers to relax these rules or to exempt any member from application thereof in its discretion.

32. REPEAL:

- 32.1. The Rules of Stabling dated 1st January 2010 are hereby repealed. The new rules shall come in force w.e.f. 1st June 2011.