

Put in 29/10.

E. P. H. (1948) Department.

ib SERIES.

G.O. NO. 2632 EDR

21-10-48

Dated

⑦

[Despatch Abstract.]

Advance - Mr. Morarjee - Dr. M.A. Haidi,
Principal, Govt. Muslim College, Madras -
Saverd.

Back Papers.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.
	1283						
	1253-4						

Further Papers.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.
	935						
	1-4						



Office of the
Director of Public Instruction,
Re.No. 788-Fl/48.

Madras, dated the 21st September 48.

From

The Joint Director of Public Instruction,
Madras.

To

The Secretary to Government,
Education & Public Health Department,
Fort St. George, Madras.

Through

The Accountant General,
Fort St. George, Madras.

25
G. V. M. Appa Sir,

Sub: Advance - Advance towards the purchase of a motor
Car - Dr. M. Abdul Haq., Principal, Government
Muslim College, Madras - Sanction of - Requesting.
C.S.O.

Pr. 2-3 infra

I submit herewith an application from Dr. M.
Abdul Haq, Principal, Government Muslim College, Madras for an
advance of Rs. 7,500/- (Rupees seven thousand five hundred only)
towards the purchase of a motor car for his use. In the
interest of Public service, I am satisfied that a motor car is
necessary for him and I therefore recommend that the advance
applied for may be sanctioned by Government.

p. 4 infra

2. The agreement executed by him in Form 13 of the
Madras Financial Code, Volume I is enclosed. The application
and agreement have been found to be in order.

Yours faithfully,

[Signature]

KN.21.9.

Joint Director of Public Instruction.

[Signature]

FORM OF APPLICATION BY A GOVERNMENT SERVANT FOR AN ADVANCE FOR THE PURCHASE OF A MOTOR CAR.

1. Name. Dr.M.Abdul Haq.
2. Designation. Principal, Government Muslim College, Madras.
3. District and Station. Madras.
4. Pay Rs.900 plus Rs.50/-
- (i) Substantive pay.
- (ii) Officiating pay or pay drawn in a temporary post, if the Government servant holds no substantive post.
5. Amount of advance applied for. Rs.7,500/-
6. (a) If the Government servant is on leave in India, Ceylon, Nepal, Burma or Aden ...
- Date of expiry of leave ...
- (b) If the Government servant is about to proceed on leave in India, Ceylon, Nepal, Burma or Aden ...
- (i) Date of commencement of leave ...
- (ii) Date of expiry of leave ...
7. If the Government servant is about to proceed on leave or is on leave elsewhere than in India, Ceylon, Nepal, Burma or Aden - ...
- (a) Date of commencement of leave ...
- (b) Date of departure for India ...
8. (a) Where the car to be purchased? Madras.
- (b) If in India, Ceylon, Nepal, Burma or Aden, anticipated price of the car about Rs 10,000/-
- (c) If elsewhere -
- (i) anticipated price of the car. ...
- (ii) estimated cost of freight for transporting the car to an Indian port and insurance during the voyage. ... does not arise
- (iii) customs duty payable in India ...

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9. If the car was purchased elsewhere than in India, Ceylon, Nepal, Burma or Aden during leave and an advance is required in India -

Does not arise

(a) value of car as assessed for customs purposes at the time of entry into India.

Do

(b) customs duty paid on it in India.

Do

10. (i) If the old car was traded in when the Government servant went on leave and a new car has been delivered to him on return from leave.

not no.

(a) price of the new car.

does not arise

(b) amount deducted in respect of the old car.

Do

(ii) Whether the officer is or was in possession of a motor car; and

yes old Nash Tower 1930 model.

(iii) if the answer to (ii) above is in the affirmative, the amount or the anticipated amount of the sale proceeds of the motor car.

hardly any price as it is about 20 years old.

11. Are any negotiations or preliminary enquiries being made so that delivery may be taken of the car within one month from the date of drawal of the advance?

Yes.

(a) Certified that the information given above is complete and true.

(b) Certified that I have not taken delivery of the car on account of which I apply for the advance, that I shall complete the payment for and the taking possession of the car before the expiry of one month from the date of drawal of the advance, and that I shall insure it within one month from the date of taking delivery of it.

Or

Certified that I have not taken delivery of the car on account of which I apply for the advance, that I shall not take delivery of it until I receive the advance a week before the expiry of my leave and pay for it, and that I shall insure it within one month from the date of taking delivery of it.

Or

Certified that I have not taken delivery of the car on account of which I apply for the advance, that I shall not take delivery of it until I receive the advance within six weeks of the date of my departure for India and pay for the car, and that I shall insure it before my departure for India or within one month of my arrival in India.

Principal, Government Muslim College,
Madras.

M.F.C. FORM 13.

FORM OF AGREEMENT TO BE EXECUTED AT THE TIME OF DRAWING AN ADVANCE FOR THE PURCHASE OF A MOTOR C A R.

An agreement made this 18th day of September One thousand nine hundred and forty eight BETWEEN Dr.M.Abdul Haq, Principal, Government Muslim College, Madras (hereinafter called the Borrower, which expression shall include legal representatives and assignees) of the one part and His Excellency the Governor of Madras of the other part.

WHEREAS the Borrower has under the provisions of the Madras Financial Code (hereinafter referred to as the said Code) which expression shall include any amendments thereof or additions thereto for the time being in force) applied to the Government of Madras (hereinafter called the Government) for a loan of Rs.7500/- (Rs.Seven thousand and five hundred only for the purchase of a motor car and the Government have agreed to lend the said amount to the Borrower on the terms and conditions herein-

after contained NOW IT IS HEREBY AGREED between the parties hereto that in ~~consideration~~ consideration of the sum of Rs.Seven thousand and five hundred only paid by the Government to the Borrower (the receipt of which the Borrower hereby acknowledges) the Borrower hereby agrees (1) to pay the Government the said amount by monthly deductions from his salary as provided for by the said Code and hereby authorises the Government to make such deductions and (2) within one month from the date of drawal of the advance to expend the full amount of the said loan in the purchase of a motor car or if the actual price paid is less than the loan to repay the difference to the Government forthwith and (3) to execute a document hypothecating the said motor car to the Government as security for the amount lent to the Borrower as aforesaid and IT IS HEREBY LASTLY AGREED AND DECLARED that

if the motor car has not been purchased and hypothecated as aforesaid within one month from the date of drawal of the advance or if the Borrower within that period becomes insolvent or quits the service of the Crown or dies the whole amount of the loan shall immediately become due and payable.

IN WITNESS WHEREOF the said Dr.M.Abdul Haq (the Borrower) has ~~hereunto~~ hereunto set his hand the day and year first above written.

Signed by the said Dr.M.Abdul Haq in the presence of

Syed Yaqub,
Lecturer in Physics,
Govt. Muslim College, Madras.

Prin., Govt. Muslim College,
Madras.

Office of the Accountant-General, Madras.

No.G.IV.Edn.586 dated 5/10/48.

To

The Secretary to the
Government of Madras,
Education & Public Health
Department,
Madras-9.

Sub: Dr. M. Abdul Haq, Principal
Government Muslim College,
Madras - Application for Motor
Car advance for Rs.7500/-

Forwarded.

2. Funds are available.
3. The advance when sanctioned, will be subject to the conditions laid down in article 230 of the Madras Financial Code, Vol-I.
4. There are no outstandings against the officer.

R. Krishnamachari
(R. Krishnamachari).
Assistant Accounts Officer.

NCN

ADVANCE - Motor car - Dr. M.Abdul Haq,
Principal, Govt. Muslim College, Madras -
Sanctd.

Read:- From the DPI, No.788-F1/48, d/- 21-9-48.
From the AG, No.GIV.Edn.586, d/- 5-10-48.

G.O.(MS.) No. 2632 Edn., dated 21.10.48

Under Art.230 of the MFC, Vol.I, the Govt.
sanction the payment to Dr. M.Abdul Haq, Principal,
Govt. Muslim College, Madras, of an advance of Rs.
7,500 (Rupees seven thousand and five hundred only)
towards the purchase of a motor car, subject to the
follg. conditions:-

- (1) that he ~~purchases~~ draws the advance before 5-11-48;
- (2) that he purchases the motor-car and finally pays for it within one month from the date on which the advance is drawn, failing which the amt. of the advance drawn must be refunded to Govt.;
- (3) that, if the actual price paid for the motor-car is less than the advance taken plus the sale proceeds of the old car, the balance shd. be refunded to Govt. forthwith;
- (4) that he executes a mortgage bond in Form 14 of the MFC, Vol.I;
- (5) that the motor-car is insured against loss or damage by fire or accident, within one month from the date of its purchase, failing which the full amt. of the advance drawn must be refunded to Govt.; and
- (6) that the insurance policy shd. be forwarded to the A.G. for perusal, together with a letter in Form 15, MFC, Vol.I, addressed to the motor-insurance company with whom the motor-car is insured, notifying to the company the fact that the Govt. are interested in the policy secured;

2. The advance will be recovered in 40 monthly instalments ~~of Rs.188~~ -- 20 instalments of Rs.188 (rupees one hundred and eighty-eight only) and 20 instalments of Rs.187 (rupees one hundred and eighty-seven only).

3. The DPI is requested to arrange to get from the officer the mortgage bond in Form 14 of the MFC, Vol.I, as soon as ~~xxx~~ he purchases the car and to send it to Govt., thro' the AG, with a report of the dates of the drawal of the advance, the purchase of the motor-car and of the date of insurance of the car

#2*2x

4. The A.G. is informed that an agreement in Form 13 of the MFC, Vol. I, has been executed by ~~the~~ Dr. Haq and that it has been exd. and found to be in order.

NOTE:-

Fin. may see for acceptance.

Send 4/10

To the DPI.

AG (thru' Fin.)

Copy to Dr. H. Haq, Principal, Govt. Muslim College, Rawalpindi.

S/c.

Noted by H.S.

At P at cf. 4 the word 'if' has been omitted. It may kindly be inserted & be attested by Secy.

I do not see his 9 can make the correction if it is desired to do it.

Finance (Exp. A)

The draft order may be accepted.

(It is presumed that the Officer will not receive before complete repayment of the advance)



ADS/E.H.

The presumption at Y above is correct.

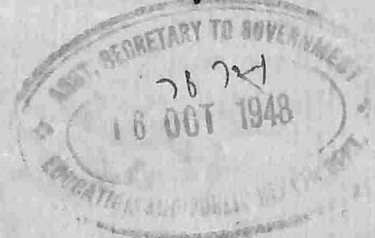
About X above attention to the notes

at pp. 5-6 of (K) - a previous case - is invited.

Fin. may be requested to offer their specific remarks on this point.

19/10/48 S. H. Haq

Fin 00 911734-1 16 Oct



Finance (Exp. A)

(Previous fin note on p. 2 above)

S.P.H.'s note following may be perused.

2. As the correction is of a minor nature and an omission in typing, on the analogy of the precedent at Finance may agree to the correction being done by Secy. H. Dept. and attested by Secy. H. Secretary.

DR 20/48 The position as stated by S.P.H. Secy. 16/10/48 at 'Z' on P. 2 above (margin) seems to be strictly correct. As, however, the correction made in this case is only in respect of a typing mistake & as a similar correction in (K) was attested by S.P.H. Secy., it need not require the correction in this case also being attested.

①

9
EPPA Secy (without returning the agreement to the other
Cmfrs) do c 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

Dr. Heng. himself came here
and carried out the correction
28822

21/10/68

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