

out of

17/4

E O H

(1948)

De N

(1)

Ms. series

Go 580 - E Dn

14.

81- 19. 3-48

Advance - Motor car - Miss M. Varughese
Lecturer, L.W.T.C. - Samed

205800
18828

Education Department.

From
6 FEB
To 1948
MAADRAS

Dr. S.R.U.Savoor, M.A., D.Sc., I.F.S.,
Director of Public Instruction, Madras.

The Secretary to Government,
Education and Public Health Department, Madras.

127 NOV
1947
THE ACCOUNTANT-GENERAL
MAADRAS

through the Accountant-General, Madras.

Rc.No.689 FI/47 dated 26-11-1947.

Sub: Advance - Advance for the purchase of a motor car
- Miss M. Varughese - Lecturer - Lady Willingdon
Training College, Madras - Sanction of.

I have the honour to submit herewith the application
of Miss M.Varughese, Lecturer, Lady Willingdon Training College,
Madras for an advance of Rs.1800/- (Rupees One thousand eight hundred
only) towards the purchase of a motor for her use. In the interest
of Public service, I am satisfied that a motor car is necessary for
her use. The agreement executed by her in Form 13 of the Madras
Financial Code Volume I is enclosed.

2. In this connection, I have the honour to inform that
Miss M. Varughese reports that as a car was allotted to her much
earlier than she expected, she borrowed the money and purchased
the car as soon as it was available and request that the advance
applied for may be sanctioned. In view of the fact that motor cars
are not easily available at reasonable prices in the open market,
I have the honour to recommend that Government may be pleased to
relax Article 230 (b)(1) of the Madras Financial Code Volume I
in her favour and sanction the advance applied for by her as a
special case.

k.h.26-11.

for Director of Public Instruction.

23 M
24

Q4

38

26/11

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

1. Name Miss Mary Varughese (3)
2. Designation Lecturer (M.E.S.) Lady Willingdon Training College, Madras
3. District and station Madras
4. Pay -
(i) substantive pay Rs 300/-
(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 1800/-
- 6 (a) If the Government servant is on leave in India, Ceylon, Nepal, Burma or Aden -
Date of expiry of leave. Does not apply
- (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. Does not apply
7. If the Government servant is about to proceed on leave or is on leave in India, Ceylon, Nepal, Burma or Aden -
(a) Date of commencement of leave. Does not apply
(b) Date of departure for India.
8. (a) Where is the car/cycle to be purchased? In India
(b) If in India, Ceylon, Nepal, Burma or Aden, anticipated price of the car/cycle.
(c) If elsewhere -
(i) anticipated price of the car/cycle. Rs 6460
(ii) estimated cost of freight for transporting the car/cycle to an Indian port and insurance during the voyage
(iii) customs duty payable in India.
9. If the car/cycle was purchased elsewhere than in India, Ceylon, Nepal, Burma or Aden during leave and an advance is required in India --
(a) value of car/cycle as assessed for customs purposes at the time of entry into India.
(b) customs duty paid on it in India. Does not apply.
10. (i) If the old car/cycle was traded in when the Government servant went on leave and a new car/cycle has been delivered to him on return from leave --
(a) price of the new car/cycle.
(b) amount deducted in respect of the old car/cycle
10. (ii) Whether the officer is or was in possession of a motor car/motor cycle of the same or of a different description? Yes
10. (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/motor cycle. Rs 300
11. Are any negotiations or preliminary enquiries being made so that delivery may be taken of the car/cycle within one month from the date of drawal of the advance?
(a) Certified that the information given above is complete and true. Yes
(b) Certified that I have not taken delivery of the car/cycle on account of which I apply for the advance, that I shall complete the payment for and the taking possession of the car/cycle 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.

3
Certified that I have not taken delivery of the car/cycle 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

U
Certified that I have not taken delivery of the car/cycle 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/cycle, and that I shall insure it before my departure for India or within one month of my arrival in India.

(N.B.- Two of the three forms of certificate in (b) should be scored out, leaving the one appropriate to the applicant's case)

Dated 17. 11. 1947.

Signature

M. S. S. S.

Designation

Lecturer, Lady Wellington
Training College
Madras.

FORM OF AGREEMENT TO BE EXECUTED AT THE TIME OF DRAWING AN ADVANCE
FOR THE PURCHASE OF A MOTOR CAR/CYCLE.

An Agreement made this Seventeenth day of November one thousand nine hundred and forty seven BETWEEN Miss Mary Varughese of Lady Willingdon Training College, Madras (hereinafter called the Borrower, which expression shall include his 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 (herein after 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 (herein after called the Government) for a loan of Rs. 1500/- for the purchase of a motorcar/~~cycle~~ and the Government have agreed to lend the said amount to the Borrower on the terms and conditions hereinafter contained. NOW IT IS HEREBY AGREED between the parties hereto that in consideration of the sum of Rs. 1500/- 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 ~~with interest calculated according to the said code~~ by monthly deductions from his ~~her~~ 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/~~cycle~~ 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 motorcar/~~cycle~~ to the Government as security for the amount lent to the Borrower as aforesaid and interest in the form provided by the said Code AND IT IS HEREBY LASTLY AGREED AND DECLARED that if the motorcar/~~cycle~~ 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 ~~and interest accrued thereon~~ shall immediately become due and payable.

IN WITNESS whereof the said Miss Mary Varughese (the BORROWER) has hereunto set his hand the day and year first above written

Signed by the said
in the presence of

M. Lakshmi

Principal,
Lady Willingdon Training College,
Madras.

M. Varughese

FORM OF MORTGAGE BOND FOR A MOTOR CAR/ ~~CYCLE~~ ON ACCOUNT OF WHICH
A GOVERNMENT SERVANT HAS DRAWN AN ADVANCE.

THIS INDENTURE made this thenteenth day of November
One thousand nine hundred and forty seven BETWEEN Mrs Mary Pangloss
(herein-after called the BORROWER, which expression shall include his
legal representatives and assignees) of the one part and His Excellency
the Governor of Madras of the other part.

WHEREAS the Borrower has applied for and has been granted an advance
of Rupees one thousand and eight hundred to purchase a motor car/ ~~cycle~~ on the terms of
Article 230/231 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) AND WHEREAS one of the
conditions upon which the said advance has been granted to the BORROWER
is that the BORROWER will hypothecate the said motor car/ ~~cycle~~ to the
Government of Madras (herein after called the Government) as security
for the amount lent to the BORROWER AND WHEREAS the Borrower has ~~purchase~~
purchased with or partly with the amount so advanced as aforesaid the
motor car/ ~~cycle~~ particulars whereof are set out in the schedule hereunto
written.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement
and for the consideration aforesaid the Borrower doth hereby covenant to
pay to the Government the sum of Rupees one thousand and eight hundred aforesaid or the ~~in~~
balance thereof remaining unpaid at the date of these presents by
equal payments of Rs. 50/- each on the first day of every month and
~~will pay interest on the sum for the time being remaining due and~~
~~owing calculated according to the said Code and the Borrower doth agree~~
that such payments may be recovered by monthly deductions from his salary
in the manner provided by the said Code, and in further pursuance of the
said agreement the Borrower doth hereby assign and transfer unto the
Government the motor car/ ~~cycle~~ the particulars whereof are set out
in the schedule hereunto written by way of security for the said advance
and the interest thereon as required by the said Code.

And the Borrower doth hereby agree and declare that he has paid
in full the purchase price of the said motor car/ ~~cycle~~ and that the
same is his absolute property and that he has not pledged and so long
as any moneys remain payable to the Government in respect of the said
advance will not sell, ~~or~~ pledge or part with the property in or possession
of the said motor car/ ~~cycle~~ PROVIDED ALWAYS and it is hereby agreed
and declared that if any of the said instalments or principal or ~~interest~~
shall not be paid or recovered in manner aforesaid within ten days ~~of the~~
after the same are due or if the Borrower shall die or at any time
cease to be in the service of the Crown or if the Borrower shall sell
or pledge or part with the property in or possession of the said
motor car/ ~~cycle~~ or become insolvent or make any composition or arrangement
with his creditors or if any person shall take proceedings in execution
of any decree or judgement against the Borrower the whole of the said
principal sum which shall then be remaining due and unpaid together
with interest thereon calculated as aforesaid shall forthwith become
payable ~~AND IT IS HEREBY AGREED~~ AND IT IS HEREBY AGREED and declared that the Government
may on the happening of any of the events herein before mentioned
seize and take possession of the said motor car/ ~~cycle~~ and either remain
in possession thereof without removing the same or else may remove and
sell the said motor car/ ~~cycle~~ either by public auction or private
contract and may out of the sale moneys retain the balance of the said
advance then remaining unpaid and any interest due thereon calculated as
aforesaid and all costs, charges, expenses and payments properly incurred
or made in maintaining, defending or realizing their rights hereunder
and shall pay over the surplus if any, to the Borrower, his executors,
administrators or personal representatives PROVIDED FURTHER that the
aforesaid power of taking possession or selling of the said motor car/
~~cycle~~ shall not prejudice the right of the Government, to sue the
Borrower or his personal representatives for the said balance remaining
due and interest or in the case of the motor car/ ~~cycle~~ being sold the
amount by which the net sale-proceeds fall short of the amount owing
and the Borrower hereby further agrees that so long as any moneys are
remaining due and owing to the Government he, the Borrower, will insure
and keep insured the said motor car/ ~~cycle~~ against loss or damage by
fire, theft or accident with an insurance company to be approved

by the Accountant General, Madras, and will produce evidence to the satisfaction of the Accountant General, Madras, that the motor insurance company with whom the said motor car/cycle is insured have received notice that the Government are interested in the Policy AND the Borrower hereby, further agrees that he will not permit or suffer the said motor car/cycle to be destroyed or injured or to deteriorate in a greater degree than it would deteriorate by reasonable wear and tear thereof AND further that in the event of any damage or accident happening to the said motor car/cycle the borrower will forthwith have the same repaired and made good.

IN WITNESS whereof the said Miss Mary Baughess (the Borrower) has hereunto set his hand the day and year first above written.

THE SCHEDULE.

Description of motor car/cycle. Standard
Maker's name. Standard
Description. Saloon - 2 door grey
Number of cylinders. Four
Engine Number. N. A. 2 6777 E
Chassis Number. N. A. 2 8232 D. L.
Cost price. Rs 6460.

Signed by the Borrower ~~in the presence of~~
in the presence of

M. Lakshmi
Principal,
Lady Willingdon Training College,
Madras.

M. Baughess

IMMEDIATE

GOVERNMENT OF INDIA.

Indian Posts Department.

EXPRESS LETTER

Accountant General
Madras.
2 FEB 1948
No. 689 F(1) (4)

N. E.—This is an ORIGINAL MESSAGE, sent by post to save telegraphic expense and undue use of the wires, but intended to be treated, on receipt, with the same expedition as if it had been telegraphed. To save time and formalities it is worded and signed as if it had been so despatched.

No. 94 Edn 1637 Dated the 29.1.1948.

To The Director of Public Instruction,
Madras

The notes on advance application and mortgage bond of Miss M. Vaughan lecturer, Lady Wellington Training College, Madras sent in your letter no 689 F(1) of 22.1.48 are returned herewith for retransmission with your certificate as to the correctness of the facts at the application and mortgage bond are in order vide Article 230 (c) (2) of the Madras Financial Code Vol I

To Be Returned

S. G. with reply
MFP-301 S&P-6768 (M-573) 21-11-46-5,00,000.

W. H. B.
for authentication
M

DDP

N R. No. 689 F/4)

Office of the Director
Public Instruction
Madras 3.2.1948

Retransmitted.

2) Certified true application,
agreement and mortgage bond
executed by Miss M. Varughese,
Lecturer, Lady Willingdon Training
College, Madras are in order.

Director of Public Instruction.

52.48 5.2.48

To
The Accountant-General,
Fort St. George,
Madras.

EdPH

Office of the Accountant General
Madras GAD IV Edm 1697 d 10.2.48

Sub: Advances - Purchase of Motor car - M. M. Varughese
Lecturer, Lady Willingdon Training College - Application
Forwarded

By: - Director of Public Instruction No. 689 F/47 d 26/4/48
and 689 F/47 d 3.2.48

Forwarded

2. Funds are not available

3. The advance will be subject to the conditions
laid down in Article 230 of the Madras Financial
Code Volume I. (Previous advances)

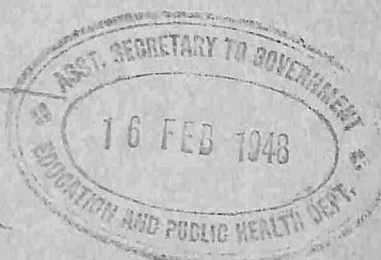
4. There is no outstanding against the office

To

The Secretary to Government
Development Department, Madras

Alkhusanachan
Asst. Act. Gen.
M.

P.O.
16/2/48



DDP

N R. M. 689 F/4)

Office of the Director
Public Instruction
Madras dt 3.2.1948

Retransmitted.

2) Certified true application,
agreement and mortgage bond
executed by Miss M. Vaughan,
Lecturer, Lady Willingdon Training
College, Madras are in order.

For Director of Public Instruction.

5.2.48

To
The Accountant-General,
Fort St. George,
Madras.

Ed 9 H

Office of the Accountant General
Madras GAD IV Edn 1697 dt 10.2.48

Subj: Advances - Purchase of Motor car - Miss M. Vaughan
Lecturer, Lady Willingdon Training College - Application
Forwarded

Ref: - Director of Public Instruction no. 689 F/47 dt 26/1/47
and 689 F/47 dt 3.2.48

Forwarded

2. Funds are not available

3. The advance will be subject to the conditions
laid down in Article 230 of the Madras Financial
Code Volume I. (Previous advances)

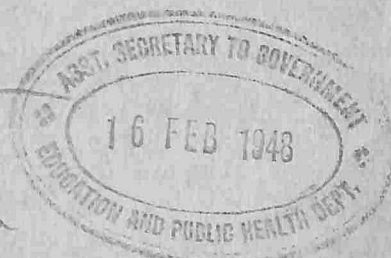
4. There is no outstanding against the office

To

The Secretary to Government
Development Department, Madras

Alurshunamachan
Asst. Act. Gen.
M.

P.O.
16/2/48



ADVANCE-Motor car-Miss M.Varughese, LECTURER, L.W.T.C.--Sanctd

Read:- From the DPI, No.689-F1/48, d/- 26-11-47.
From the AG, No.G.A.D.IV.Edn.1697, d/- 10-2-48.

XXXX G.O.(MS.) No. 580 Edn., dated 9.3.48

M.F.C., Vol.I.,
Under Art.230, and in relaxation of Art.230x

clause (b)(i) of that Article, the Govt. sanction the payment to Miss M.Varughese, Lecturer, LWTC, Madras, of an advance of Rs.1,800 (rupees one thousand and eight hundred only) towards the purchase of a motor-car which she has made. The advance will be subject to the conditions --

(1) that she draws the advance on or before the 25th Mar.1948;

(2) that, if the actual price paid for the motor-car is less than the advance, the balance shd. be refunded to Govt. forthwith;

(3) that she executes a fresh mortgage bond in Form 14 of the M.F.C., Vol.I;

(4) that the motor-car is insured against loss or damage by fire or accident within one month from the date of this order, failing which the full amt. of the advance drawn must be refunded to Govt; and

(5) 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.45 each.

3. The D.P.I. shd. submit to Govt. the mortgage bond in Form 14 of the M.F.C., Vol.I, with a report of the dates of the drawal of the advance and of the purchase of the motor-car. The date of insurance of the motor-car shd. also be reported.

4. The A.G. is informed that an agreement in Form 13 of the MFC, Vol.I, has been executed by the officer and that it has been exd. and found to be in order. He is requested to arrange for the disbursement of the sum pending provn. of funds

To the DPI.
" A.G. (thro' Fin.)

Copy to Fin. Secy

for 19.2.48

17/3/48
18/3/48

60) 1800
9
20
4500
44
18000

65
60
1800

C.F. 32 (a).

From (Name) *AS I* *A* *11*
Sri. D.S. Reddi, M.A. (OXON)

Designation Director of Public In-
struction,
Station MADRAS.

Received.....Registered.....
To
The Secretary to Government,
Education & Public Health Dept.
MADRAS.

Enclosures:

Rc. No. 689-F1/47 dated 10.3.1948

Sir,

SUB:- Advance - Advance for the purchase of
a Motor Car - Miss M. Varughese, Lecturer,
Lady Willington Training College, Madras -
Sanction of -

REF:- My Letter Rc. No. 689-F1/47 dated 26.11.1947

I have the honour to invite your attention to
my letter referred to above, addressed to you, through
the Accountant-General, Madras, and request you to let
me know when orders of Government may be expected in the
matter.

P. M. i
Memo. No. 11511-A-2, FOR DIRECTOR OF PUBLIC INSTRUCTION.

Sub:- [Have enter x above.] *16.3.48* *E O H (A)*

Ref:- From no. 689-F1/47, dt-10.3.48

as possible orders will be issued as early

MDS
11/3

15/3
19/3/48

15.3.48
15/3/48

16/3/48

11 (12)

From the A. G., No. GAD. IV. Edn. 1697, d/- 10-2-48.

From the A. G., No. GAD. IV. Edn. 1697, d/- 10-2-48.

permanent

to have ^{already} ~~had~~ purchased the car by raising a loan. Under

Art. 230(b)(i) of the ME M.F.C., Vol. I, a Govt. servant

is not eligible for a motor-car allowance on account of

a car of which he has already taken delivery when he

submits his appln. for advance. The Dir. recommends

that that article may be relaxed, in Miss Varughese's

behalf and that she be sanctd, the advance as a special

case - for the reason that cars are not easily available

at reasonable prices in the open market. This department

may support the Dir.'s proposal. The remarks of

Fin. may be invited.

148 S

near numbers are left inside.

1000

110

ASST. SECRETARY TO GOVERNMENT
13960
2 - MAR 1948
FINANCE DEPARTMENT

E P H U₃
 no! 11511-A-1
 1.3.28

P.T.O.

12

Lin (Exp. A)

Please see the notes of E.O.B.H. on the previous page.

Under the rules, an applicant for an advance for the purchase of a motor car should not take delivery of the car before he (or she) submits the apply.

Miss Varnaghere has apparently purchased the car before she actually submitted her application. If she had submitted her application and then purchased the car in the expectation of being granted an advance,

she will be eligible to draw the advance. The failure on her part to submit her application in time before she actually purchased the car is not a sufficient reason by itself to relax the rule. The fact that motor cars are not easily available in the open market does not also

seem to be a sufficient ground for treating the case as special.

In any event she could have submitted her apply to Govt earlier. Lin may therefore advise that no advance need be given by relaxing the rules. If E.O.B.H. pass the proposal, they may be requested

/is

Lin 139609/10H.1
- 3.3.48.



PH
4/3/48

C.F.1

If the reason put forward by the D.O. in support of his recommendation in this case, viz, that cars are not easily available at reasonable prices in open market, is admitted, other officers may come up with similar requests for advances to motor cars already purchased. This does not therefore seem to justify the proposal. For orders may be sent to H.O. (E.H.) (in either case).

S. 6/3/48
S. 6/3/48

5.3.48
S. 6/3/48

5.3.48
S. 6/3/48
S. 6/3/48

to take orders in circulation including H.O. (Lin)

no
3.3.48

5.3.48

7.3.48

27/3/48

S. 6/3/48

13 B

