S.-lt. IV-27—60,004—17-11-48

(1)

E & PH (1949) Department.

(3 to 0)

Ms SERIES.

G.O. NO. 3242 Edn - P - 9 nf

Dated 24.10.49

closed.

[Despatch Abstract.]

Wastepaper - Arrears due from Ex Contractor From Sri. S. Ranganatha Mudaliar - Filing a Suit - Papers recorded

Back Papers.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

Further Papers.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.
MS.	647.	P.W.	29-2-60.				

From
The Superintendent of Stationery,
Madras at Guindy,
Madras 15.

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

No.A.3.3829-48 dated 18-9-48.

Sir,

WASTE PAPER sale-Collector, Anantapur - non remittance of cost by contractor Sri S. Ranganatha Mudaliar - reported.

On 2-10-47, the Collector, Anantapur, booked a consignment of waste paper weighing 38 maunds 24 seers to the Salvation Army depot at Ellore, without knowing that their contracto expired on 31-3-47. So the consignment was rebooked to Sri S. Ranganatha Mudaliar, waste paper contractor, Madras. The contractor was asked to take delivery of the consingment lying at Salt cotaurs and to remit the cost of waste paper, incidental charges etc., amounting to Rs.426-3-0. In spite of several reminders from this office and from the Collector's office, Anantapur the contractor has neither intimated the clearance of the consignment from the goods station, nor arranged to remit the dues. I enclose herein a copy of the statement of accounts received from the Collector and a copy of letter from the Manager, M. & S.M. Railway to the contractor, (the copy was sent to this office by the Collector, Anantapur) for information.

2. I request that necessary orders may kindly be passed directing Sri S. Ranganatha Mudaliar to remit the amounts due to Government without delay.

3. Even in many other cases the contractor has not been remitting the cost of waste paper sold to him, and consequently many files have been pending in my office.

for Superintendent of Stationery.

KV.22

Copy to Sri S. Ranganatha Mudaliar, 2nd 20 Srinivasa Iyer street, G.T. Madras.

(2) the Collector, Anantapur.

Copy of statement.

Statement of cost of waste paper etc., and expenses.	Maunds.	Seers.
1. Gross weight of waste paper including weight of sacks.....	38	24
2. Deduct weight of sacks at 1 seer per sack.....	1	22
3. Net weight of waste paper excluding the weight of sacks	37	22

4. Cost of net weight of waste paper @ Rs.230/- per ton exclusive of sales tax.			311	15 0
5. cost of sack.			59	0 2
6. Cost of packing @ 0-2-0 per sack.			7	12 0
7. Cartage for taking the consignment to railway station @ 0-4-0 per sack.			15	8 0
8. Other incidential charges country twine..	1	2 0		
V.P.charges....	0	6 0		
	1	8 0	1	8 0
9. Railway freight for 38 mds. 24 srs. from Anantapur to Madras..			27	6 0
			423	1 2
10. Sales tax @ 1% (against item 4.)			3	1 6
			426	2 8 or
Total			426	3 0

(True Copy)..

p.t.o.

4

Copy of letter from the Manager, M.& S.M. Railway, to Mr. S.Ranganatha Mudaliar (contractor) for waste paper.

Ref: 62 bags of waste paper - Inv.21 of 2-10-47 Ex.Ellore to Salt cotaurs (originally) booked under Inv.2 of 4-6-47 Ex.Anantapur to Ellore.

Further to my letter of 26-2-48, I understand that the above consignment of which you are the consignee, is still lying undelivered at Salt Cotaurs.

Please note that if delivery is not effected within 15 days from the date of receipt of this letter on payment of all charges due as per details given below, arrangements will be made to dispose of it under sections 55 and 56 of the Indian railways Act.IX of 1890 without further reference being made to you.

In the event of sale, if the amount due to the railwy on account of freight, wharfage etc.,is not covered by the sale proceeds, I shall look to you to make good the balance.

Details of charges due:—

1.	Freight Ex. Anantapur to Ellore...	33	8	0
2.	Freight Ex. Ellore to Salt Cotaurs.	29	0	0
3.	Nominal sum of Rs.50/- towards wharfage at Elluru.	50	0	0
4.	Wharfage at Salt cotaurs upto 6-1-48, and further wharfage of one anna per maund per day.	134	1	0
5.	Registration charges.	0	4	6

Copy to the Collector of Anantapur, Anantapur for information.

(True Copy).

From
The Superintendent of Stationery,
Madras at Guindy,

To
The Secretary,
Education & Public Health Department,
Madras.

SECRETARIAT TO GOVERNMENT
25th OCT 1948
EDUCATION AND PUBLIC HEALTH DEPTT.
77692

No.A3.974-48 dated 5-10-48.

WASTE PAPER - sale Tahsildar, Jayangaondan - cost - non-remittance - by contractor reported.

A sum of Rs.291-14- 0 is due from the ex-contractor Sri S.Ranganatha Mudaliar, 20 Srinivasa Iyer street, G.T. Madras on account of the waste paper weing 2459 lbs sold to him by the Tahsildar, Jayangondan. The contractor neither replied nor arranged remittance in spite of several reminders and from this office and from the Tahsildar, Jayangondan. I request that Government will be pleased to issue orders direct to the contractor Sri S. Ranganatha Mudaliar, for immediate remittance of the dues to Government as the matter has been pending for a long time.

KV.13

D. Subbarayasastri
for Superintendent of Stationery.

Copy to (1) the Tahsildar, Jayangondan, for information.

(2) Sri S. Ranganatha Mudaliar, 20 Srinivasa Iyer street, G.T.Madras.

From
The Superintendent of Stationery,
Madras at Guindy,
Mad as 15.

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

No.A.3.11030-48 dated 22-10-48.

SECRETARY TO GOVT.
29 OCT 1948
EDUCATION DEPARTMENT

80318

WASTE PAPER - sale 1947-48 - dues from the contractor - reported

I submit herewith a list showing the amounts due from Sri S. Ranganatha Mudaliar, contractor for the purchase of waste paper for the year 1947-48. Though the period of contract was over long ago, the contractor has not settled these dues, in spite of repeated reminders from this office and from the officers concerned.

Hence it is brought to the notice of the Government, for directing the contractor to pay all the arrears by money order direct to the officers concerned, under intimation to this office.

Encl.

KV.23

for Superintendent of Stationery.

STATEMENT.

S.No.	Reference file number.	Officer who sold the waste paper.	Total.
1.	7860-47.	The Tahsildar, Salem.	Rs. 236 1 0
2.	974-48.	The Tahsildar, Jayankondan.	291 14 5
3.	2511-48.	The Assistant Registrar, Appellate Side, High Court.	903 7 0
4.	2759-48.	The Tahsildar, Gudiatham.	308 5 9
5.	3062-48.	The Tahsildar, Tiruchirapalli.	397 5 0
6.	3829-48.	The Collector of Anantapur.	426 2 8
7.	4481-48.	Principal, Agriculutral College, Coimbatore.	169 7 0
8.	6827-48.	District Forest Officer, Godavari upper.	64 12 0
9.	6274-48.	The Tahsildar, Cheyyar.	3161 0 0
10.	7591-48.	The Tahsildar, Thiruchendur.	137 9 0
11.	7887-48.	Divisional Inspector of Schools, Coimbatore.	80 15 10
12.	8286-48.	The Tahsildar, Chengam.	256 14 0
13.	8583-48.	Revenue Divisional Officer, Jammalamadugu.	94 8 0
14.	8942-48.	Revenue Divisional Officer, Dindigul.	102 15 10
15.	9537-48.	The Tahsildar, Ariyalur.	643 7 8
16.	9538-48.	The Tahsildar, Coondapur.	219 4 0
17.	9539-48.	District Medical Officer, Madura.	227 2 0
18.	9541-48.	Revenue Divisional Officer, Namakkal.	46 8 3
19.	9831-48.	The Tahsildar, Villupuram.	150 11 3
20.	10004-48.	Deputy Tahsildar, Tittagudy.	51 10 3
21.	10874-48.	Deputy Inspector of Schools, Papanasam.	24 11 9
22.	10742-48.	The Tahsildar, Villupuram.	143 12 9
			8071-1-3
			819-2-11
			8890-4-2

D. Subbarayasastri
for Superintendent of Stationery.

From
The Superintendent of Stationery,
Madras at Guindy,
Madras-15.

To
The Secretary to Government,
Education & Public Health
Department, Madras.

No.A.3.9539-48 dated 27-10-48.

Sir,

WASTE PAPER - sale 47-48 - District Medical Officer, Madura - cost non remittance of - reported.

A sum of Rs.227-2-0 is due from the Ex-contractor, S/Sri S. Ranganatha Mudaliar on account of the waste paper sold by the District Medical Officer, Madras in March 1948. In spite of several reminders from the District Medical Officer, and this office and a registered letter acknowledgment from the District Medical Officer, the contractor has not arranged for the payment of the dues. Similar complaints have been received from several officers in the presidency and any number of reminders from this office does not evoke any reply from him. So I request that necessary action may be taken for the early payment of the amounts by the contractor.

for Superintendent of Stationery.

KV.28

Copy to (1) Sri S. Ranganatha Mudaliar, 20 Srinivasa Iyer street, G.T. Madras, for information.

(2) the District Medical Officer, Madura, for information with reference to his Roc.5791-RK.48-d/ 27-9-48.

(3) the Surgeon-General with the Government of Madras, Madras, with reference to the post copy of the T.M. d/15-10-48.

12

From
The Superintendent of Stationery,
Madras at Guindy,
Madras 15.

To
The Secretary to Government,
Education & Public Health
Department, Madras.

No.A3.9839-48 dated 27-10-48.

Sir,

Waste PAPER - sale 47-48 - District Medical Officer,
Madura - cost non remittance of - reported.

A sum of Rs.227-2-0 is due from the Ex-contractor,
S. Ramganatha Mudaliar on account of the waste paper sold by
the District Medical Officer, Madura in March 1948. In spite of
several reminders from the District Medical Officer, and this office
and a registered letter acknowledgement from the District Medical
Officer, the contractor has not arranged for the payment of the
dues. Similar complaints have been received from several officers in
the presidency and any number of reminders from this office does
not evoke any reply from him. So I request that necessary action
may be taken for the early payment of the amount by the contractor.

for Superintendent of Stationery.

Copy to (1) Sri S. Ramganatha Mudaliar, 20 Srinivasa Iyer street,
G.T. Madras, for information.

(2) the District Medical Officer, Madura, for information
with reference to his Roc.5791-RK.48-d/ 27-9-48.

(3) the Surgeon-General with the Government of Madras, Madras,
with reference to the post copy of the T.M. d/15-10-48.

13

From
The Superintendent of Stationery,
Madras at Guindy, Madras 15.

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

A3. 9831-48 Dated 8-11-48.

Sir,

Waste paper - sale - 1947-48 - Tahsildar - Villupuram-
correction to statement - requested -
this office letter N. A3. 11030-48 dated 22-10-48.

I request that the following correction may please be made in the list of dues sent to Government in this office letter cited above.

Tahsildar, Villupuram	TOP	READ
Item No.19	148-10-3	150-11-3

for Superintendent of Stationery.

al:10:11.

14

From
The Superintendent of Stationery,
Madras at Guindy,
Madras 15.

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

No. A.3.3829-48 dated 27-10-48.

ASST. SECRETARY TO GOVT. EDUCATION (PUBLIC HEALTH) DEPARTMENT
9 NOV 1948

82322

Sir,

WASTE PAPER - sale Collector, Anantapur non remittance of cost by the contractor reported to Government - orders requested.
This office A.3.3829-48 d/ 18-9-48 and
(2) Anantapur Collector's Roc.2406-47 -M.1. d/ 30-9-48.

I enclose a copy of Anantapur Collector's letter referred to above. I request to be informed whether the contractor has been ordered to remit the amount to the Collector, Anantapur.

D. Subbarayasastri
for Superintendent of Stationery.

KV.2.11
Encl.

Copy to the Collector of Anantapur, with reference to his Roc. No. 2406-47 M.1. dated 30-9-48.

6 16

(10) 17

Copy of letter No.Rc.2406-47 M.1 d/ 30-9-48 from the Collector, Anantapur, to the Superintendent of Stationery, Madras, and copy to Sri S. Ranganatha Mudaliar, 20 Srinivasa Iyer street, Madras, G.T.

Waste paper Collector's office, Anantapur 1947-a clearance by contractor non-receipt of amount intimated.
Your Rc.A.3.3829-48 d/ 18-6-48.
This office R.C.2406-48 d/ 28-6-48, 17-7-48, 23-8-48 and reminder dated 13-9-48.

Please see the several references quoted above. I have not yet received reply so far and the matter has been dragging on from a long time. The contractor Mr. S. Ranganatha Mudaliar, has not yet informed me whether the consignment of waste paper booked to him has been taken delivery of or not and the cost of waste paper and sales tax on it have not yet been sent to this office.

2. This reference is unnecessarily pending in my office for over one year for want of your reply. Please send me your reply at an early date.

Sd.
Huzur Head Clerk.

MANAGER.

18

E. P. Hc²

Submitted for perusal p 5-7 ante.

The S of S has solicited instructions of Govt in r.o.c. his letter on p. 1 of. W.r.t. the remarks of Secy on p. 1 ante the S of S was requested to furnish a copy of the agreement entered into by him with the contractor. ~~to~~ With out perusal of this agreement it is not possible for the Govt to issue instructions. The attention of the S of S may be drawn to this. A draft memo is submitted below for approval.

Please see also the letter of the S of S on p. 13 of. The corrigendum mentioned in it has be made carried out on p. 9 of

15/11 BN 21/11/48

From
The Superintendent of Stationery,
Madras at Guindy,
Madras 15.

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

No.A.3.9539/48 dated 11-11-48.

Sir,

Subject: WASTE PAPER sale 1947-48 - District Medical Officer, Madura - cost - non remittance of.
Ref: Government telephonic message No.74330 C.2/48 Education dated 10-11-48.

ASST. SECRETARY TO GOVERNMENT EDUCATION & PUBLIC HEALTH DEPT. 20 NOV 1948

I have the honour to state that a copy of the agreement entered into with the contractor Sri S. Ranganatha Mudaliar, is enclosed herewith.

Encl.
KV.17

19/11

for Superintendent of Stationery.

22

From

The Superintendent of Stationery,
Madras at Guindy,
Madras 16.

To

20

He is also informed that the corrigendum mentioned in his letter last cited has been made in the file here.

AHR
18/4/48

22/11/48

JD
Rms

To
The S of S.
Copy to the Collr of Anantapur.

73

THIS AGREEMENT entered into this 4th day of August 1947 between His Excellency the Governor of Madras (hereinafter called "the Governor" which expression shall where the context admits include his successors in office and assigns) of the one part AND Sri S. Ranganatha Mudaliar, No.20, Srinivasa Iyer street, George Town, Madras (hereafter called "the Purchaser") of the other part.

WHEREAS the purdhaser has agreed with the Government of Madras (hereinafter called "the Government") for the purchase and removal from time to time of all waste paper (other than press cuttings), old gazettes, old periodicals, etc., in Government offices in the Province under the control of the Government of Madras excepting Vizagapatam District and certain portions of East Godavari District, for which railway transport facilities are not available AND WHEREAS the purchaser has deposited with the Superintendent of Stationery, Madras (hereinafter called "Superintendent") a sum of Rs.500/- (Rupees FIVE HUNDRED only), as security for the due and faithful performance and observance by the purchaser of the terms and conditions herein contained and to be performed by the purchaser.

NOW THIS AGREEMENT WITNESSETH:

1. The Government shall sell and the purchaser shall buy all waste paper accumulated in Government offices (excepting the press cuttings from the Government Presses) in the whole province of Madras under the control of the Government subject to the conditions mentioned in the schedule hereto annexed during the period 1st April 1947 to the 31st March 1948 and shall pay therefor at a flat rate of Rs.230/- (Rupees two hundred and thirty only) per ton exclusive of sales tax, which should be paid separately.

2. At any time when in the opinion of the head of Government Offices situated within the city of Madras sufficient waste paper has accumulated, he shall intimate in writing to Sri S. Ranganatha Mudaliar, No.20, Srinivasa Iyer street, G.T. Madras, the fact of such accumulation and in and by such notice shall fix a day and hour on and at which an agent or workman of the purchaser shall attend the office in question for the removal of the waste paper. Such notice shall be given by the head of the office at least three clear days

Sd. N.S. ARUNACHALAM,
SUPERINTENDENT OF STATIONERY

Sd. S. Ranganatha Mudaliar,
CONTRACTOR

previous to the day fixed therein.

3. The waste paper offered for sale by the head of the office shall be weighed at the cost of the purchaser in the presence of the head of the office or some other person deputed by him for such purpose and the agent or workman of the purchaser and the amount due therefor calculated at the rate herein before mentioned. Such amount shall be paid to the Head of the office before the waste paper is removed from the premises of the office in question.

4. All quantity of waste paper purchased under these presents shall be removed from the premises of the office within two days of the sale failing which the said quantity of waste paper may be removed by the head of the office or some person duly authorised by him therefor at the cost of the purchaser. The waste paper shall, during the period between payment of the price and removal as aforesaid, lie in the premises at the sole risk of the purchaser.

5. At any time when in the opinion of the head of a Government office situated outside the city of Madras sufficient waste paper has accumulated he shall intimate in writing to Sri S. Ranganatha mudaliar, No.20 Srinivasa Iyer street, G.T. Madras, the fact of such accumulation and mention the approximate quantity so accumulated. The Purchaser shall send sacks sufficient to pack such quantity of waste paper within three days of the receipt by him of the abovesaid intimation. On receipt of the sacks the head of the office shall fill the sacks with the waste paper and shall despatch them to Sri S. Ranganatha Mudaliar, No.20, Srinivasa Iyer street, G.T. Madras, by goods train "Freight to pay". All cost incidental to the filling up the sacks, loading them on rail and sales tax shall be borne by the purchaser. The railway receipt shall be sent by the head of the office to Sri S. Ranganatha Mudaliar, No.20, Srinivasa Iyer street, G.T. Madras by value payable post and the amount to be recovered through the Post Office shall be the cost of the waste paper and the other incidental expenses above referred to. The Purchaser shall accept as correct the weight mentioned in the railway receipt and the risk of loss or damage to the waste paper after same shall have been put on rail, shall be with the purchaser.

Sd. N.S. ARUNACHALAM,
SUPERINTENDENT OF STATIONERY.

Sd. S. Ranganatha Mudaliar,
CONTRACTOR.

6. In case the purchaser shall fail, neglect or refuse to remove any quantity of waste paper in accordance with the terms and conditions herein contained or in the case of an office outside the city of Madras the purchaser fail neglect or refuse to send sacks in accordance with the provisions herein contained it shall be lawful for the head of the concerned office or some person duly authorised by him in this behalf in addition to and without prejudice to the other rights and remedies of the Government to sell by public auction or private contract such quantity of waste paper to any other person or persons whomsoever and in the event of the amount realised by such sale being less than the amount which the purchaser would be liable to pay for such quantity of waste paper under this agreement the purchaser shall be liable to pay such difference to the Government within three days after the same shall have been demanded in writing from the purchaser. In the event of the purchaser failing to pay the difference in price aforesaid in manner hereinbefore provided, it shall be lawful for the Superintendent to deduct such amount out of the security deposited by the purchaser and shall intimate in writing the fact of such deduction to the purchaser who shall be bound without any further demand therefor to pay such sum as shall be necessary to bring up the deposited amount to Rs.500/-. The purchaser shall not be entitled to exercise any of his rights under these presents until the said security deposit has been brought up to the sum of Rs.500/-. In the event however of the price realised by the sale of such waste paper being more than the amount payable by the purchaser for such quantity the excess amount shall belong to the Government and the purchaser shall not be entitled to claim the same or any portion thereof.

7. The Purchaser shall not assign or make over this contract directly or indirectly to any person or persons whom-soever or permit any person or persons whomsoever to interfere in the management or performance thereof.

8. Any notice to the purchaser shall be deemed to be sufficiently served if given or left in writing at its usual or last known place of abode or business.

Sd. N.S. ARUNACHALAM,
SUPERINTENDENT OF STATIONERY.

Sd. S. Ranganatha Mudaliar
CONTRACTOR.

9. In case the purchaser shall fail, neglect or refuse to observe, perform, fulfil and keep all, or any one, or more or any part of any one or more, of the covenants, stipulations and provisions herein contained and on its part to be performed, fulfilled and kept it shall be lawful for the Superintendent (if he shall think fit so to do) on any such failure, neglect or refusal as aforesaid by notice in writing under his hand to put an end to this contract so far as regards the Government and thereupon every article clause and thing on his part herein contained shall cease and determine.

10. In case the purchaser shall fail or neglect or refuse to perform fulfil and keep all or any one or more or any part of any one or more of the covenants stipulations and provisions herein contained it shall be lawful for the superintendent for the time being (if he shall think fit so to do) on any such failure neglect or refusal as aforesaid by notice in writing under his hand in addition to and without prejudice to the other rights and remedies of the Government to forefeit the whole or a portion of the said deposit of Rs. 500/-.

11. PROVIDED ALWAYS it is hereby declared and agreed by and between the parties hereto that the Governor reserves to himself the power to withhold from sale waste paper from specified offices from time to time and to revise the prices fixed in clause I above.

12. Upon the complete fulfilment of this contract by the purchaser to the satisfaction of the Superintendent for the time being the sum of Rs.500/- deposited by the purchaser or so much thereof as shall remain after all lawful deductions therefrom will be returned to the purchaser.

The Schedule referred to in Clause I.

1. That the purchaser should supply waste paper to the hand made paper factories of the Industries department in accordance with order No.G.O. 855 Edn., 6th June 1945 and to the all India Village Industries Association.

Sd. N.S. ARUNACHALAM,
SUPERINTENDENT OF STATIONERY.

Sd. S. RANGANATHA MUDALIAR,
CONTRACTOR.

2. That the purchaser should supply the balance of waste paper to the Andhra and the Punalur Paper Mills at the rates settled between the Paper Mills and the Purchaser.

IN WITNESS where of the Common seal of has hereunto affixed and acting in the premises for and on behalf and by the order and director of the Governor of Madras has hereunto set his hand and seal the day and year above written.

THE COMMON SEAL OF
was hereunto affixed in the presence of

SD. S. Ranganatha Mudalir.

1. Sd. R. Siddique, 4-8-47,
Assistant Superintendent of Stationery,
Madras.

2. Sd. A. Venkatachari,
Manager, Stationery Office,
Madras.

SIGNED, SEALED AND DELIVERED by the abovenamed
in the presence of

SD. N.S. Arunachalam,
Superintendent of Stationery,
Madras.

1. R. Siddique, 4-8-47.
Assistant Superintendent of Stationery,
Madras.

2. A. Venkatachari,
Manager, Stationery Office, Madras.

(True Copy).

MANAGER.

22
29

From

The Superintendent of Stationery,
Madras at Guindy,
Madras 15.

To

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

No.A.3.11030/48 dated 26-11-48.

ASST. SECRETARY TO GOVERNMENT
EDUCATION AND PUBLIC HEALTH
8 DEC 1948

Sir,

WASTE PAPER sale 1947-48 dues from the contractor.
Ref: This office letter No.A.3.11030-48 dated 22-10-48.

In the list of dues from the waste paper contractor 47-48 sent to Government in this office reference cited above, the following correction may please be made.

	For	Read
(150) 9735/47 - Tahsildar, Ariyalur - 643-7-8	~~Received~~	646-9-0.

D. Subbarayasastri
for Superintendent of Stationery.

KV.30

30

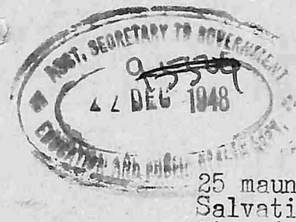
From The Superintendent of Stationery, (Madras) at Guindy, Madras 15.

To The Secretary to Govt., Education & P.H. Department, Madras.

95992

No. A-7-7860/47, Dated 10-12-1948.

Sir,



Waste Paper - Sale - 1947-48 - Tahsildar, Salem - Cost - Non-remittance by contractor - report - submitted.

On 8-5-1947, a consignment of waste paper weighing -- 25 maunds, 6 seers was booked by the Tahsildar, Salem to the Salvation Army Depot, at Tenkasi. On hearing from the Salvation Army, Madras about the expiry of their contract, the consignment was rebooked to Sri. S.Ranganatha Mudaliar, the contractor for the year 1947-48. As the wharfage accrued on the consignment was heavy and exceeded the cost of waste paper, the contractor did not take delivery of the consignment. He had also reported that the quality of waste paper was much -- deteriorated and hardly one third of the quantity originally booked would be found useful for any purpose.

The railway authorities, on a requisition from the -- Tahsildar, Salem, have waived the wharfage, accrued both at Tenkasi and at Madras.

Though the contractor was repeatedly requested to take delivery of the consignment paying only the freight charges -- and to send the cost of waste paper and other incidental -- charges to the Tahsildar, Salem, he has not reported till now either about the taking delivery of the consignment or about the payment of cost. A statement of accounts for the amount due is sent herewith. On a reference, the railway authorities have stated that the consignment in question was delivered to the contractor on 15-9-1947.

This matter has been pending settlement for a long time and so I request that necessary orders of Government may -- kindly be passed directing Sri. S. Ranganatha Mudaliar to remit the amount due to Tahsildar, Salem without any further delay.

STATEMENT OF ACCOUNTS.

Nett weight of waste paper. ..	25 mds. 6 seers.		
Cost of waste paper at Rs.230/- per ton. ..	Rs.	211	12 0
Sales tax at 1%. ..		2	2 0
Cost of sacks.		15	12 0
Cartage for taking consignment to Railway station.		5	4 0
Total.	Rs.	234	14 0

The total amount due from the contractor is Rs. 234-14-0.

D. Subbaraya Sastri
for Superintendent of Stationery.

R.S.15/12

Copy to the Tahsildar, Salem for information.

C.F. 32 (a).

Stationery Department

Received 5 - JAN 1949 EDUCATION AND PUBLIC HEALTH DEPT.

Registered

From (Name)
V.V. Subramaniam, ESQ., OBE., ICS.,
Designation
Superintendent of Stationery,
Station
Madras at Guindy, Madras 15.

To
The Secretary to Government,
Education & Public Health Department,
Madras.

Enclosures :

No. A.7.11030/48 dated 28-12-1948.

Sir,

WASTE PAPER - sale 1947-48 - dues from the contractor.
Ref: This office letter No.A.3.11030/48 d/ 22-10-48.

I request the following correction may please be made in my list sent to Government under the above reference.

12.	8286/48	The Tahsildar, Chengam.	Rs. 219-0-0.

PAWS Pur 74330/48
80760/48
KV.30

for Superintendent of Stationery.

B 36

C.F. 32 (a).

ASST. SECRETARY TO GOVT. EDUCATION AND P.H. 19 JAN 1949

Stationery Department — Received — Registered

From (Name)	The Superintendent of
Designation	Stationery, (Madras)
Station	at Guindy, Madras 15.

To

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

Enclosures :

No. A.7.11030/48 dated 5 -1- 1949

Sir,

3691 Dno. 74330 Cm. 80316

WASTE paper-sale-47-48-dues from the contractor - report
My A.3.11030/48 dated 22-10-48.

In continuation of my above reference with a statement, I submit a second list of amount due from the ex-contractor Sri S. Ranganatha Mudaliar, to several government officers on account of the waste paper sold. I request early orders may be passed on the subject.

2. In this connection, I request that the following corrections may please be carried out in the first list submitted ealong with my reference cited.

Item	Ref. file No.	Officer.	Total
4 13	8583/48	Revenue Divisional Officer, Jammalamadugu.	Rs. 74 4 9
4	2759/48	Tahsildar, Gudiyatham.	295 14 3

Encl.

KV.10

D. Subbarayasastri
for Superintendent of Stationery.
17.1.49

STATEMENT.

Serial No.	Reference file No.	Officer who sold the Waste Paper.	Total Rs.	A.	P.
1.	1487 - 48	The Tahsildar, Cuddalore	30	11	11
2.	5030 - 48	The Revenue Divisional Officer Anantapur.	43	14	3
3.	11572 - 48	- do - Bellary	54	11	0
4.	11575 - 48	The Tahsildar Chandragiri	47	7	3
5.	12073 - 48	The Tahsildar Kadiri	164	12	6
6.	11195 - 48	The Asst. Engineer, B Canal, Dn. Chepauk, Madras	6	10	9
7.	12072 - 48	The Deputy Tahsildar, Madura	64	7	3
8.	12253 - 48	The Commercial Tax Officer, Bellary.	76	14	0
9.	13821 - 48	The Tahsildar Kurnool	329	10	0

D. Subbarayasastri
for SUPERINTENDENT OF STATIONERY.

819-2-

From
The Superintendent of Stationery,
(Madras) at Guindy,
Madras-15.

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

16 DEC 1948
EDUCATION AND PUBLIC H

No.A.3. 3829/48. Dated: 2/12/48.

Sir,

Waste paper - sale - 1947-48 - Collector of Anantapur - non remittance of cost by the contractor - reported to Government - orders requested -

Ref: My letter A.3. 3829-48 dated 18-9-48 and 27-10-48 -
Letter RC.No. 2406/47-M-1 dated 11-11-48 from the Collector of Anantapur addressed to Sri. S. Ranganatha Mudaliar and copy sent to me.

I enclose a copy of Anantapur Collector's letter referred to above in continuation of myprevious letters.

Orders passed by Government in the matter may kindly be communicated to me at an early date.

for SUPERINTENDENT OF STATIONERY.

PK.11.12.

Copy to the Collector of Anantapur for information.

(P.T.O)

E+PH Dept (C2)

The main file on the subject was sent to Finance and Legal on 15/12/48. This may 'lie over' till the return of the file from Legal. In the meanwhile an interim reply may be sent to H/s. A draft Memo: is submitted for approval.

E&PH(C2) 80760-3 15/12/48

DSM 23/12/48

22/12/48

[Memo: No. 80760-2 (C2) & 24.12.48]

Copy of letter No.2406/47-M.1 dated 11-11-48 from the Collector, Anantapur, to Sri. S. Ranganatha Mudaliar, copy to the Superintendent of Stationery.

Sub: Waste paper - Anantapur Collector's Office - 62 bags - cost - remittance - requested-

Ref: This office R.C. No. 2406/47-M.1 dated 24-10-48 . 2. Letter No.KM.7/529/47 dated 2-11-48 from the C.C.M M & S.M. Railway, Madras.

In his reference cited above, the Chief Commercial Manager, M & S.M Railway, Madras has repeated that the consignment of 62 bags of waste paper was delivered to you on 3-3-48. In spite of repeated reminders from this office youhave not yet remitted net cost of waste paper i.e Rs.376-3-0. Please note that youhave very badly delayed the payment and that you ought not to delay it further. Please send the amount by M.O before 22-11-48 without fail.

Sd/- dd dd

HUZUR HEAD CLERK.

/True Copy/

CV

(23) 42

From The Superintendent of Stationery, (Madras) at Guindy, Madras 15.

To The Secretary to Government, Education & P.H.Department, M a d r a s.

ASST. SECRETARY TO GOVT. EDUCATION AND PUBLIC HEALTH DEPT. 20 DEC 1948

97548

No. A-7-11030/48 DATED 19-12-1948

Sir,

Sub:- Waste paper - sale - 47-48 - dues from the contractor - orders - requested -

Ref:- My A-3-11030/48 dated 22-10-1948.

I request that the Government may be pleased to communicate the orders passed regarding the amounts due from the ex-contractor, Sri. S.Ranganatha Mudaliar.

D. Subbarayasastri
for Superintendent of Stationery

24/12/48

R.S.23/12

Pl issue in Section
Ch 22/3/49

Edn. & P.H. Department (C2)

Read ____

1) From the S/S, No A3/3829/48 dt 18 9/48
2) ——do—— No A3/11030/48 dt 22 10/48
3) ——do—— No. A3/9831/48 dt 8 11/48
4) ——do—— No. A3/11030/48 dt 26 11/48
5) ——do—— No A7/11030/48 dt 28/12/48
6) ——do—— No. A7/11030/48 dt 5-1-49
+ its Encl

(Counter Statt No 37)

ment that an aggregate sum of Rs.8890/- is due to Government from Sri S. Ranganatha Mudaliyar, a contractor for the purchase of waste paper for the year 1947-48, residing in No. 20, Srinivasa Ayyar Street, George Town, Madras in respect of transactions in Madras and in districts (particulars of which are enclosed).

2. The Superintendent of Stationery is requested to file a suit in consultation with the Government Pleader, Madras, for the recovery of the said sum, deducting the sum of Rs 500/- tendered by him as security deposit if it has not been returned to him. He is requested to report the result of the suit in due course.

To
The Supdt. of Stationery,
Madras
(with enclosures)

Copy to the Govt. Pleader,
Madras.

[Spare copy for Stock file]
Kept
(Please take 2 Spare Copies of the enclosures including this memo.)

Despatched 31.12.48

Edn & P.H. Dept (C2)

Sub: The main file regarding the dues to Govt recoverable from the Contractor has been sent to Finance and Legal. This may await its return.

30/12/48

From V.V.Subramaniyam Esq., I.C.S., Supdt.of Stationery, (Madras) at Guindy, Madras 15.

To The Government Pleader, Madras.

No. A-7-11030/48 dated 9-4-1949.

Sir,

WASTE PAPER - sale - arrears from ex-contractor, Sri. S. Ranganatha Mudaliar - report -

Ref:- Govt. Edn.& P.H.Dept.Memo.No.74330-S-C2(Education) dated 22-3-1949.

In inviting your attention to the Government reference quoted above, I enclose herein a statement showing the net amount due from Sri.S.Ranganatha Mudaliar, the ex-contractor, 20 Srinivasa Iyer Street, G.T., Madras. In this connection, I am to inform you that the contractor has since paid the dues to certain officers. I request you to advise me of the steps I have to take for the actual initiation of legal proceedings.

R.S.12/4 for Supdt.of Stationery.

Copy to the Secretary to Government, Education & P.H.Department, Madras for information with a copy of the statement.

Copy to Sri.S.Ranganatha Mudaliar, 20 Srinivasa Iyer St., G.T., Madras with a copy of the statement.

P. T. O.

147

STATEMENT.

No.			Cost. Rs.	Sales Tax. Rs.	Incidental charges Rs.
1.	7860/47.	Tahsildar, Salem. ..	211 12 0	3 5 0	21 0 0
2.	974/48.	" Jayangondam...	252 8 0	2 8 5	36 14 0
3.	1487/48.	" Cuddalore. ..	30 11 11	..	..
4.	2189/48.	Revenue Divisional Officer, Cheyyar. ..	572 8 6	8 15 3	..
5.	2511/48.	Asst.Registrar,High Court..	889 8 0	13 15 0	..
6.	2759/48	Tahsildar, Gudiyatham. ..	262 9 0	2 5 3	31 0 0
7.	3062/48.	" Trichinopoly. ..	334 12 0	5 4 0	53 14 0
8.	3829/48.	Collector, Anantapur. ..	311 15 0	3 1 6	111 2 2
9.	6274/48.	Tahsildar, Cheyyar. ..	2624 5 0	26 4 0	510 7 0
10.	7591/48	" Tiruchendur. ..	137 9 0	..	..
11.	9537/48	" Ariyalur. ..	589 6 0	9 3 3	47 15 6
12.	9539/48	Dt.Medl.Officer, Madura. ..	202 8 0	3 2 6	21 7 6
13.	9541/48	Rev.Divl.Officer,Namakkal..	46 8 3	..	..
14.	Tahsildar, Villupuram. No.9831/48..		132 4 0	2 1 0	16 6 3
15.	10004/48.	Dy.Tahsildar,Tittagudi. ..	44 15 7	0 7 2	6 5 6
16.	10742/48.	Tahsildar, Srivilliputtur.	127 5 0	1 15 9	14 8 0
17.	11572/48.	Rev.Divl.Officer, Bellary.	58 15 0	0 14 9	59 4 3
18.	11575/48.	Tahsildar, Chndragiri. ..	34 14 6	0 8 9	12 0 0
19.	12073/48.	" Kadiri. ..	142 3 0	2 3 6	20 6 0
20.	13821/48.	" Kurnool. ..	248 10 0	3 14 3	81 0 0
21.	859/49.	Asst.Commercial Tax Officer, Arni. ..	12 8 0	0 5 0	..

P. T. O.

C2

48

From
Sri K.Kuttikrishna Menon,
Government Pleader,
Madras.

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

ASST. SECRETARY TO GOVERNMENT EDUCATION AND PUBLIC HEALTH

22 APR 1949 No. 425.

Dated, 20th April 1949.

Sir,

Waste Paper - Arrears due from Ex-Contractor, Sri S. Ranganatha Mudaliar - Filing a suit.

30670 Govt.Memorandum No.74330-6 C2 (Education), dated 22-3-49.

As per G.O.200, Home, dated 11-1-1941, it is the duty of the Government Solicitor to file a suit on behalf of the Government. I have therefore sent the Government memorandum and its enclosures and the letter of the Superintendent of Stationery (Madras) in original to the Government Solicitor, Madras.

K Kutti Krishna Menon
20.4.49
Government Pleader.

Copy to the Government Solicitor, Madras, with enclosures.
Copy to the Superintendent of Stationery (Madras), Guindy, with reference to his A-7-11030/48, dated 9-4-49.

C2

The result of the suit may be awaited.
29/4/49

Regd. Seal Clifton
& 4 RO 22/4/49 for Co.

49

Particulars of dues from the Contractor
Sri S. Ranganatha Mudr.

District		Rs.	As.	Ps.
Salem --	item (1)	236	1	0
	(18)	46	8	3
	Total	282	9	3
Trichinopoly --	item(2)	291	14	5
	item(5)	397	5	0
	item(15)	646	9	0
	Total	1335	12	5
North Arcot --	item(4)	295	14	3
	item(9)	3161	0	0
	item(12)	219	0	0
	Total	3675	14	3
Anantapur --	item(6)	426	2	8
	item(2)	43	14	3
	item(5)	164	12	6
	Total	634	13	5
Coimbatore --	item(7)	169	7	0
	item(11)	80	15	10
	Total	250	6	10
E. Godavari --	item(18)	64	12	0
Tinnevelly --	item(10)	137	9	0
Cuddapah --	item(13)	84	4	9
Madura --	item(14)	102	15	10
	item(17)	227	2	0
	item(17)	64	7	3
	Total	394	9	1
South Kanara	item(16)	219	4	0

South Arcot --	150	11	3
	143	12	9
	30	11	11
	51	10	3
Total ..	376	14	2
Tanjore --	24	11	9
Bellary ---	54	11	0
	76	14	0
Total ..	131	9	0
Chittoor --	47	7	3
Kurnool --	329	10	0
Madras --	903	7	0
	6	10	9
Total ..	910	1	9

Grand Total = 8890. 4. 2

CR
25/1/49

JD
26.1.49

Exhibit V

REVENUE RECOVERY ACT

Section 52

Similar process in case of other species of revenue advances, fees and cesses.

All arrears of revenue other than land revenue due to (the Provincial Govt.), all advances made by (the Provincial Govt.) for cultivation or other purposes connected with the revenue, and all fees or other dues payable by any person to or on behalf of the village servants employed in revenue or police duties, and all cesses lawfully imposed upon land, (and all sums due to the Provincial Govt, including compensation for any loss or damage sustained by them in consequence of a breach of contract) may be recovered in the same manner as arrears of land revenue under the provisions of this Act, unless the recovery thereof shall have been or may hereafter be otherwise specially provided for.

REVENUE RECOVERY ACT

Section 57

Procedure where defaulter or surety resides out of Dt.

Where a defaulter or his surety may reside or hold property out of the district wherein default shall have been made, the Collector of the district in which such defaulter or surety resides or holds property shall, on the written application of the ~~district~~ Collector in whose district such default has been made, proceed in all respects against the defaulter and his surety, and his or/~~their~~ property in the same manner as if the default ~~and his surety~~ ~~and his or their property in the same~~ had been made in his own district. Every such application shall be signed and sealed by the Collector making it and shall be conclusive as to the amount due and the party in arrear in all proceedings against the Collector acting upon such application or any person acting under his authority; and no proof of the seal, or signature or official character of the Collector making the application shall be required unless the Court shall see reason to doubt its genuineness: provided always, that nothing herein contained shall affect the right of any party to sue in his own district the Collector who made the application. (A Collector may delegate all or any of his powers and duties under this section to any subordinate revenue officer not below the rank of Deputy Tahsildar.)

Effect of Collector's application.

E. & P. H. Dept. (C2)

C.No.74330

From the Supdt. of Stationery, No.A.3-3829-48, dated 18--9--1948.

From the Supdt. of Stationery, No.A.3-829/48, dated 22-10-48 and 27-10-1948.

Sub:- Waste Paper - Arrears due from contractor Sri S.Ranganatha Mudaliyar.

The Supdt. of Stationery reports that a total sum of Rs.8,140-11-5 is due from Sri S.Ranganatha Mudaliyar, Contractor for the purchase of waste paper for 1947-48 and that he has not so far paid the amount in spite of repeated reminders. The Supdt., therefore, requests Govt. to direct the contractor to pay all the arrears to the officers by M.O. direct under intimation to his office.

Under para 3 of the agreement, the waste paper offered for sale by the head of the office shall be weighed at the cost of the purchaser and the amount due therefor calculated at the rate mentioned in the agreement and such amount should be paid to the head of the office before waste paper is removed from the premises of the office in question. If the contractor fails to fulfil the conditions in the agreement, the consequences specified in paras 9 and 10 of the agreement will follow, namely, termination of agreement and forfeiture of the deposit of Rs.500/-. If 'P' above had been enforced there would have been no arrears at all. The officers mentioned in the list on page 9 c.f. nor the Supdt. has explained why this was not done. Perhaps in practice the payment of cost of the waste paper then and there was not being insisted on. It is for orders whether the explanation of the officers should be called for. If so, this may be done after orders are passed on the steps to be taken for the recovery of amount due from the contractor.

It is not known whether the Supdt. of Stationery has returned to the contractor the amount deposited as security. If the deposit is not returned to the contractor, it may be set off against the amount due from him. But a sum of Rs.7,640-11-5 will be still due. It seems that

the Supdt. can take legal action against the Contractor through a Court of law to recover the amount due. Legal may advise. Finance also may see.

BM. 14/12/48

Fin(AA)

The notes at pp.1-2 above may be perused. Legal may see in the first instance before remarks are offered by this Deptt.

17.12.48

Legal Department

There is no legal objection to the security deposit of Rs.500 being forfeited in the manner specified in clause 10 of the agreement.

2. The provision at P on page 1 ante seems to apply only to City offices - please see clauses 2 and 3 of the agreement at pages 23-24 c.f. In the case of mufassal offices, portion A in clause 5 of the agreement at page 24 c.f. seems to contemplate the recovery of the amounts through the post office by the despatch of the railway receipt to the contractor by V.P.P.

Ordinarily, it would be difficult to apply section 52 of the Revenue Recovery Act to recover damages for breach of contract because in such a case two questions would arise for determination: (a) the quantum of damages, and (b) recovery of that quantum. Where the quantum cannot be readily ascertained or where the principles to be applied in determining the quantum are open to discussion, or where there is a genuine and bona fide dispute about the quantum, it would be inappropriate to invoke section 52. But where there can be no dispute about the quantum, there should be no bar to the application of section 52. In the present case, the quantum can be ascertained by simple arithmetic. Besides, in this matter, Government are trying to recover the price of goods sold and not damages. An effort may therefore be made to recover the money in the first instance by resorting to the Revenue Recovery Act.

If the party raises any substantial objections, then we may consider whether it is necessary to file a suit.

Fin.

EP.11

Fin(A.A)

Notes from p.1 above may be perused. Action may be taken by E&P.H. for the recovery of the amount due from the Contractor as suggested by Legal at 'M' & 'N' on pp.2 & 3 above. The proposal of E&P.H. to obtain explanations of the officers concerned for non-observance of the procedure in terms of conditions 3 and 5 of the agreement regarding recovery of cost of the wasted paper from the contractor, may be agreed to. The question of recovery of the balance remaining unrecovered from the Contractor from the officers responsible for the loss involved, if any, may also be considered.

4.1.49

3.1.49 3.1.49

5.1.49. E&P.H.

ADDITIONAL DEPUTY SECRETARY 107168 AA 15 DEC 1948 FINANCE DEPARTMENT

ASSISTANT SECRETARY 21 DEC 1948 LEGAL DEPARTMENT

ASST. SECRETARY TO GOVERNMENT 6 JAN 1949 952 EDUCATION AND PUBLIC HEALTH DEPTT.

ASST. SECRETARY TO GOVT. 110797 AA 30 DEC 1948 FINANCE DEPARTMENT

(3A) E & P.H. Dept. (C.2)

Please see the notes of Legal and Finance Departments on pp: 2-3 supra.

2. The case relates to the recovery of dues to an extent of Rs8,890/- from Sri S.Ranganatha Mudaliyar, ex-contractor, for the purchase of waste paper for the year 1947-48.

3. The Legal Department is of opinion that an effort may be made to recover the money, in the first instance, by resorting to the Revenue Recovery Act and if the party raises any substantial objection, the question of filing a suit may then be considered. ~~no objection to the security deposit of Rs 500/- being forfeited to Govt.~~

4. If the Revenue Recovery Act is to be resorted to for the recovery of the amounts due from the contractor, several Collectors of Districts in which the transactions took place (as shown in the statement at "M" - with particulars) will have to be addressed.

5. Instead of Govt. addressing the several Collectors individually for setting in motion the provisions of the Revenue Recovery Act for the recovery of the sums due from the contractor in the several districts, it is for consideration whether necessary instructions may be issued to the Collector of Madras ~~who may take steps to address several Collectors with particulars for recovering the amounts.~~ to take steps to recover all the amounts including that due in respect of Madras. ~~6. As for the amounts due in respect of transactions in Madras, the Collector of Madras may himself take the necessary action.~~

6. As for "M" on page 1 ante, the explanation of the officers concerned in not

enforcing paragraphs 3 and 5 of the agreement in respect of offices in Madras City and in mufassal may be called for after orders ~~are~~ here issued to the Collector of Madras for recovering the amounts under the Revenue Recovery Act.

Legal may see.

V.D. 2/2/49

BM 31/1/49 S

M/ 31/1/49

LEGAL DEPARTMENT

The file has been sent to this department presumably on the point whether steps can be taken to recover the amounts by resorting to the Madras Revenue Recovery Act in the City of Madras. Section 64 of that Act provides that nothing therein will apply to the collection of land revenue in the City of Madras. The question whether in view of this provision section 52 of that Act can be invoked to recover sums due from the contractors in the City of Madras has to be considered. As already suggested by this Department in two other files passed on to E. & P.H. with Legal U.O. No.15530/48-1 dated 24.1.49 and with Legal U.O.No. 448/49-1 dated 26.1.49, E. & P.H. may consult Revenue as to whether this question has been considered before.

As regards the question, whether the Collector of Madras can take steps to recover all the amounts including those due in respect of places outside the City of Madras, that is to say in mofussil districts, attention is invited to section 57 of the Madras Revenue Recovery Act. That section seems to suggest that action should be taken in the first instance by the Collector of the district wherein default has been made. It seems therefore necessary for the respective Collectors, within whose districts the default has been made, to take the necessary steps for recovering the amounts. They may, however, if necessary, invoke the aid of

1 paper
Legal
up 2 ants

E&PH no. 74330-4 C2
31.1.49

1144

ASSISTANT SECRETARY
1 FEB 1949
LEGAL DEPARTMENT

E

Legal no. 1144/49-1

ASST. SECRETARY TO GOVERNMENT
4 FEB 1949
PUBLIC WORKS

3/2

8127

ASSISTANT SECRETARY TO GOVERNMENT
14 FEB 1949
HOME DEPARTMENT

R.1

E&PH no. 74330-5 C2
12-2-49

ADDITIONAL ASST. SECRETARY TO GOVERNMENT
14 FEB 1949
HOME DEPARTMENT

12751

Thro' E section
with ref to E&PH
Post note on p.6 ante
17.2.49

Home U.O.no. 12751
19-2-49
ASST. SECRETARY TO GOVERNMENT
19 FEB 1949
FINANCE DEPARTMENT
1720

section 57.

All things considered it seems best to adopt the suggestion of Secretary, E. & P.H. on page 5 ante in the circumstances.

BM 3.2.49

E & PH

E & P.H. Dept.
(C.2)

Please see this Department's note on pages 5 and 6 ante. The Legal Department agree with the view of the Secretary (E.P.H.) at "B" on page 5 ante that a suit may be filed against Sri S. Ranganatha Mudaliyar for the recovery of the dues instead of resorting to the provisions of Sections 52 and 57 of the Madras

Revenue Recovery Act. Above memo. is submitted. Home & Finance may be kept circulated.

BM 11/2/49 S

Home Dept.

The Summarising note of E and P.H above and the draft Memo. below may be perused and the case may be passed on to Fin.

BM 18/2 Fin

16/2/49
16.2.49
18

Finance (Rev)

The notes from p.5 above may be perused.

2/. The draft memo may be accepted.

DF 21/2/49

It is presumed that E&PH will take steps to obtain the explanations of the officers concerned & also to

8. C/ (from the Contractors from time to time)
to collect the Govt dues as per para 3 of the agreement
and appertain the responsibility on them if eventually
the proposed legal action fails to achieve the object
as is objected.

MM
21.2.49

J
21.2.49

D.S.

22/2

K

TA & Fin (AA)
21.2.49

C.No 74330

E-PH

Fin. Co.
11201 Rem-1
22.2.49.

ASST. SECRETARY TO GOVT.
EDUCATION
13726

Please see the summarizing note on pages 5-6 ante. The file relates to the recovery of the dues to an extent of Rs 8,890/- from Sri S. Ranganatha Mudaliyar, ex-contractor for the purchase of waste paper from Government Departments for the year 1947-48. Legal agree with this department that a suit may be instituted by the Superintendent of Stationery for the recovery of the dues in question from the ex-contractor deducting the security deposit of ~~Rxx5000~~ Rs 500/- tendered by him towards the amount due if it had not been returned to him. Home and Finance accept the proposal. (Action with regard to "K" above will be taken separately).

2. The draft Memo. below which is self-explanatory may be circulated to (H.M. (Edn.)) for approval.

JP
10349

SM
11/3/49

S

Ld
17/3

H.M. (Fin.)
H.M. (Edn.)

Legal

SECRETARY, FIN. AND P.W.D. DEPT.
21 MAR 1949
GOVERNMENT OF MADRAS

JPB
17/3

TSA
21.3.49

[Issued as Memo 74330-6 C2 Edn.
22.3.1949]

(36)

Please see the letter from the Govt Press Manager dated 7-4-49. The Supdt. of the Govt Press who was the result of the suit or we may avoid either of them by closing these papers. The papers may be Recorded.

ORM/Ms. 3242 (Edn.)/A/24.10.49
Record

JP
19.4.49.

ORM
22/4/49

Work Papers
Arrears from
Ex. Contractor
Sri S. Ranganatha
Mudaliyar. Filing
of suit - Papers
recorded