

Edn. (1950) Department.

Ms Series

G.O. No. Ms. 1760 Edn.

closed

Dated

12-6-50.

~~18/8/50~~
Supdt.

~~for~~

(16)

Despatch Abstract.

Grant - Buildings. Anandashram High School, Ullal.
Building purchased for the school - Sanctioned.

SOMESHWAR EDUCATION SOCIETY,

(REGISTERED UNDER ACT XXI OF 1860)

ANANDASHRAM SCHOOL,
KOTEKAR P. O., S. KANARA.

14th October, 1949

Memorandum submitted to the Hon'ble Minister for Education,
Government of Madras, by the Someshwar Education Society, on
behalf of the Anandashram School -

2. The President & Members of the Council of the Someshwar
Education Society express their deep gratitude to the Hon'ble
Minister for kindly honouring this institution by his visit
this morning, and submit the following request for his most
sympathetic consideration -

3. The Anandashram School was started by the Saraswath
Education Society, Mangalore, which has been managing the
Ganapathy High School. The original idea of that Society was
to run ^{this school} as a branch (school) of the Mangalore institution with
Agriculture (in the bifurcated scheme of Secondary Education)
as its special feature, for which this spot which had been in
the Society's possession offered favourable facilities. The
Education Department, however, insisted on the school being
run as an independent institution. Relying on the encourage-
ment and support promised by the Old Students' Association,
the Society pushed on with the scheme advancing amounts from
its reserves for the necessary building and equipment. But
the promised support did not fully materialise. While the
Society had to spend nearly Rs 34,000/-, the contributions
came to only Rs 16,000/-. Feeling the burden of running two
institutions too heavy and fearing that both might suffer in
the end, the Society felt obliged to close down the school
here, unless some organisation came forward to shoulder the
responsibility of keeping it up in proper form.

4. At this juncture the Someshwar Education Society was got
registered by a few local leaders and others interested in the
maintenance of the school which had answered a real need of the
place. After necessary negotiations the Someshwar Society has
entered into an agreement with the other Society, whereby it
has taken over the school since April last and undertaken to

Further papers.

G.O. No. Ms. 959 Edn. dt/16-4-51

SOMESHWAR EDUCATION SOCIETY,

(REGISTERED UNDER ACT XXI OF 1860)

ANANDASHRAM SCHOOL,
KOTEKAR P. O., S. KANARA.

No.

- 2 -

make good the deficit amount of Rs 18,000/- which the other Society had to meet from its reserves. Rs 6,000/- has already been paid as earnest amount.

Since taking over the school in April, the Fifth Form has been opened in response to the eager expectations of the parents. Being one of the schools selected this year for the introduction of bifurcated courses, it has also started the Agricultural course in the IV Form. The popularity of the school will be evident from the rapid increase in the enrolment which now stands at nearly 300.

The present management is aware of the heavy responsibilities, but is determined to strain every nerve to make this institution a typical rural High School and a centre of progress and enlightenment for this area. In putting up the necessary buildings the former management did not seek any aid from the Government. The present management has not only to reimburse the amount spent by the former but has to extend the accommodation to house a full-fledged High School. It would greatly ease their burden if the Government would generously help them with a special grant for the building already put up, and thus enable them to move forward with courage and confidence to the completion of the work undertaken.

We therefore pray that the Hon'ble Minister would give his most sympathetic consideration to our request for a special grant to this school.

71. P. K. K. K.
President. 13/47

3.

make good the deficit amount of Rs 18,000/- which the other
Society has set from its reserves. Rs 6,000/- has
been paid as earnest amount.

Endt. No. 81906 B, /49-1 Edn d/28-10-49.

Referred to the D.P.G. for remarks.

24/10/49
W.S.R.
26/10/49

27/10/49

28/10/49
W.S.R.
28/10/49
W.S.R.

To The D.P.G.

With copy of the 1-2, anti

4
4

E & P. H. (B.)

Grant - Building - Brandashramam Secondary School,
Kotekar, South Kanara St.

Ref:- Govt Endt. No. 81906 B, /49-1 Edn dated 28-10-49.

Memo No 81906 B, /49-2 Edn dated 30-12-49

The attention of the D.P.G. is invited to Govt
Endt. No. 81906 B, /49-1 Edn. dated 28-10-49 on the above
subject and he is requested to expedite his reply.

30/12/49

To The D.P.G.

29/12/49
W.S.R.
29.12.49

30/12/49

Post copy of Telephone Message dated 4-1-1950.

From The Director of Public Instruction, Madras.

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

Sub:- Government Memo No. 81906 B1/49-1 dated 24-10-1949, re-
garding Building Grant for Anandhashram High School-
Ullal.

The Correspondent, Anandhashram High School, Ullal has
now submitted an application for "Building Grant" for the school
building already completed.

On receipt of the particulars from the Inspecting Offi-
cer, I shall submit my detailed remarks.

J. O. Pantanal
for Director of Public Instruction.

A.S./5-1-50.

The Director's detailed remarks may be awaited till

4-2-50.

9/1/50
9-1-50

W. 1/50

Post copy of Telephone Message dated 4-1-1950.

From The Director of Public Instruction, Madras.

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

Subject: Government Memo No. 81906-B1/49-2 Education dated 30-12-49 regarding Building Grant for Anandashram High School, Willet.

The correspondent, Anandashram High School, Willet has now submitted an application for "Building Grant" for the school building already completed.

On receipt of the particulars from the Inspecting Officer, I shall submit my detailed remarks.

The Director of Public Instruction, Madras, is requested to forward the above details to the Secretary to Government, Education and Public Health Department, Madras.

4-1-50
4-2-50
4-1-50

POST COPY OF TELEPHONE MESSAGE DATED 19-1-50.



From The Director of Public Instruction, Madras.

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

Subject: Government Memo No. 81906-B1/49-2 Education dated 30-12-49 regarding Building Grant to Anandashram Secondary School Kotekar.

Kind attention is invited to my Post copy of Telephone Message dated 4-1-50.

For Director of Public Instruction.

SP 19-1.

19/1

The Director's final remarks may be awaited till 4-2-50 as already ordered at p 5 ante.

23/1/50
23-1-50

24/1/50

From

The Director of Public Instruction,
Madras.

To

The Secretary to Government,
Education Department, Madras.

Roc.No.592-D2/49 dated 10-4-1950.

Sir,

Sub: Grant - Buildings - Anandashram High School,
Ullal - Application for building grant.
Ref: Government Endorsement 91906-B1/49-1 Education
dated 24-10-1949.

The Anandashram High School, Ullal was opened on 22-6-1949 under the management of the Saraswathi Education Society and was temporarily accommodated in a rented building. As provision of suitable accommodation for the school according to approved plan was a condition of recognition, the management applied for and obtained the necessary approval of the plan for the building. They did not apply for aid towards the construction of the building, which was completed in December 1947 at an actual cost of Rs.28590/- including the cost of quarters for watchman and of sinking a well.

2. The management of the school was transferred in April 1949 from the Saraswathi Education Society to the Someshwar Education Society in pursuance of the agreement entered into by the two societies (Copy enclosed). The latter society which was formed mainly for the purpose of taking over the management of the High School, has applied for a special grant for the building already put up by the previous management.

3. The building was constructed by the Saraswathi Education Society (i.e., the previous management of the school) without applying for or expecting any aid from Government. The Someshwar Education Society (i.e., the present management) purchased the building and equipment of the Anandashram High School for Rs.33,461/- according to the agreement referred to above. The amount fixed specially for each of the two items is not known. Against this amount of Rs.33461/-, a sum of Rs.6000/- has been paid in cash to the vendor society and another of Rs.15461/- has probably been adjusted towards the donation referred to in paragraph 4 of the agreement, thus leaving a balance of Rs.12,000/- payable to the vendor. The Vendor society itself, by virtue of its donation of Rs.15461/- to the Someshwar Education Society, is a member of the governing body of the latter society i.e., the present management.

4. The Someshwar Education Society formed for the specific purpose of taking over and running the Anandashram High School did not perhaps start with enough funds. It has been given five years' time to pay the amount of Rs.12,000 due to the previous management. But this amount will have to be paid to the vendor within a month in the event of Government Grant for the building being received. It would thus appear that in essence any grant for this building would not be so much for the building as for the society to help it take over the going school and discharge its debt to the previous management. The society itself has only asked for a special grant for the building not constructed by it in order that its financial burden may be ceased. It has not indicated how it will be beyond its capacity to pay off Rs.12000/- in five years' time.

5. The present management has no perfect title to the site and building; the site owned by the Saraswathi Education Society has been given on permanent lease to the management on a rental of Rs.200/- a year and the ownership of the building is subject to certain conditions which may clash with the clauses of the mortgage that should be executed in favour of Government in the event of grant being paid.

6. The present management purchased the building etc on 14-3-1949 (date of the agreement) and took over the school on 1-4-1949.
P.T.O.

But for the transfer of management there could have been no application for grant in respect of this building. Hence the obligation contracted by the present management for paying the cost of the building under the terms of the agreement cannot, be sufficient justification to pay grant for the building in question.

1 If the present management did not have enough funds to purchase the building, they could have taken over the building on rent in the first instance and then put up a proposal for purchasing the building with Government aid. They did not choose to follow this procedure.

4. In the circumstances I am of opinion that the request of the present management of the Anandashram High School, Ullal for a special grant for the building constructed by the previous management over two years back without applying for or expecting Government grant, is not admissible.

Yours faithfully,

D. O. P. ...
14/4

for Director of Public Instruction.

BR, 11-4-50.

2 1/4

From
The Director of Public Instruction,
Madras.
To
The Secretary to Government,
Education Department, Madras.

Rec. No. 522-5249 dated 10-4-1950.

Sub: Grant - Buildings - Anandashram High School,
Ullal - Application for building grant.
Ref: Government Order No. 2100-21-1 Education
dated 24-10-1949.

The Anandashram High School, Ullal was opened on 22-6-1949 under the management of the Saraswathi Education Society and was temporarily accommodated in a rented building. As provided in the constitution of the society, the management applied for and obtained the necessary approval of the plan for the building. They did not apply for aid towards the construction of the building which was completed in December 1947 at an actual cost of Rs. 28,890/- including the cost of quarters for watchman and of sinking a well.

2. The management of the school was transferred in April 1949 from the Saraswathi Education Society to the Someshwar Education Society in pursuance of the agreement entered into by the two societies (Copy enclosed). The latter society which was formed mainly for the purpose of taking over the management of the High School, has applied for a special grant for the building already put up by the previous management.

3. The building was constructed by the Saraswathi Education Society (i.e., the previous management of the school) without applying for or expecting any aid from Government. The Someshwar Education Society (i.e., the present management) purchased the building and equipment of the Anandashram High School for Rs. 33,461/- according to the agreement referred to above. The amount fixed specially for each of the two items is not known. Again this amount of Rs. 33,461/-, a sum of Rs. 6,000/- has been paid in cash to the vendor society and another of Rs. 13,461/- has probably been adjusted towards the donation referred to in paragraph 4 of the agreement, thus leaving a balance of Rs. 12,000/- payable to the vendor. The Vendor society itself, by virtue of its donation of Rs. 13,461/- to the Someshwar Education Society, is a member of the governing body of the latter society i.e., the present management.

The Someshwar Education Society formed for the specific purpose of taking over and running the Anandashram High School did not bear any part of the cost of the building. It has been given five years' time to pay the amount of Rs. 12,000/- due to the previous management. But this amount will have to be paid to the vendor within a month in the event of Government Grant for the building being received. It would thus appear that in essence any grant for this building would not be so much for the building as for the society to help it take over the running of the school and discharge its debt to the previous management. The society itself has only asked for a special grant for the building not constructed by it in order that its financial position may be eased. It has not indicated how it will be paying the society to pay off Rs. 12,000/- in five years' time.

The present management has no perfect title to the site and building. The site owned by the Saraswathi Education Society has been given on payment to the management on a rental of Rs. 200/- a year and the ownership of the building is subject to certain conditions which may clash with the object of the mortgage that should be executed in favour of Government in the event of grant being aid.

The present management purchased the building etc. on 12-4-1949 (date of the agreement) and took over the school on 22-6-1949.

AGREEMENT entered into between THE SARASWATH EDUCATION SOCIETY represented by its SECRETARY, SRI KODIAL GOPAL RAO, B.A., L.T., hereinafter called the First Party and THE SOMESHWAR EDUCATION SOCIETY, Registered, represented by its SECRETARY, Sri T. LAKKANNA SHENAVA, hereinafter called the second Party Witnesseth:

Whereas the First Party Society was started for the purpose of conducting and managing the Ganapathy High School, Mangalore, and promoting the spread of education inter alia by the starting of Educational Institutions and has been for some years past conducting the Ganapathy High School, Mangalore, South Kanara;

Whereas the activities of the Ganapathy High School in recent years have become enlarged by reason of its increased strength as also its popularity and the Management felt that it was necessary to supply necessary accommodation and facilities for the students receiving education in the said School adequate to modern conditions;

Whereas the Educational Department has been from time to time remarking that the School has been lacking in sufficient extent of playgrounds and other facilities and the Management had to propose at one time acquisition of properties in the neighbourhood of the Ganapathy High School, but the idea had to be given up in view of the Exorbitant cost which such acquisition would involve, which was beyond the resources of the School;

Whereas the First Party Society owned vacant land in Someshwar Village, which the Management of the First Party Society thought might be utilised for the purpose of enlarging the activities of the Ganapathy High School and affording accommodation to students coming to the said school;

Whereas with this object if the Management contemplated the starting of a branch of the Ganapathy High School in Someshwar on the vacant land owned by the Society there, so as to relieve the congestion and afford better facilities to the students attending the said school and with that object made an appeal to the old boys of the School as well as well-wishers of the First Party Society for funds to enable the Management to start a branch of the Ganapathy High School at Someshwar;

Whereas the Management was encouraged with promises from various of its well-wishers, and to mark the 75 th year of the School the Management decided to open a branch of the Ganapathy High School and made it clear that it would be conducted only as an independent school thereby, indicated that all requirements of an independent school would be insisted upon by the Department;

Whereas after the construction had been proceeded with half-way the Educational Department while recognising the school opened at Someshwar refused to treat it as a Branch of the Ganapathy High School and made it clear that it would be conducted only as an independent school thereby, indicated that all requirements of an independent school would be insisted upon by the Department;

Whereas the appeals made by the Management for financial assistance did not function to the extent anticipated and hoped for, and the management of the First Party Society was faced with a situation of having to find funds and reserved for two independent schools and further the reserves of the First Party Society had to be withdrawn to some extent to be invested on buildings of the Someshwar School; further it was realised that the conduct of the School at Someshwar would be a burden beyond the slender resources of the First Party Society and the Management regretfully resolved that the school at Someshwar which was being run in the name of the Anandashram High School should be closed down with its possible delay.

Whereas the people of the locality where the Anandashram High School was run became apprised of the intention of the First Party Society to close down the Anandashram High School and as a going

2. The building standing on the "A" schedule properties along with equipment appearing as purchased for the Anandashram school in the books of the first party Society are to be sold to the second party Society for a net price of Rs. 38,481/- out of which a sum of Rs. 6,000/- (Rupees six thousand only) has been paid by way of earnest money at the time of the execution of these presents. - The said building shall be the property of the second party Society but the second party Society will not be entitled to alienate the second party Society will not be entitled to alienate the said buildings in any manner except in favour of the Government and that by way of Security for any grant that the second party Society may be sanctioned by the Government in relation to the Anandashram High School.

1. The First Party Society in consideration of the Second Party Society undertaking to conduct the Amherst School and for the various other concerns contained herein will make over by way of donation a sum of \$10,000.00 (Ten thousand dollars) and sixty one (61) cents. The First Party Society by reason of the said donation will be entitled to a membership in the Amherst School of the Second Party Society and to nominate a member to the governing body of the Second Party Society. Further, in the event of the Second Party Society receiving the said donation, the government in respect of the building herein conveyed to them, the said building shall be sold to the First Party Society and the proceeds shall be paid to the First Party Society.

for one month of the realisation of the grant towards the deduction of monies payable hereunder by the Second Party Society to the First Party Society.

5. The Second Party Society shall pay to the First Party Society the monies which they have undertaken to pay as aforesaid within a period of five years and with interest @ $3\frac{1}{2}\%$ per annum. The interest shall be paid by the 31st March of each year until the entire sum is fully discharged.

7. The Second Party Society will take over the Management of the Anandashram High School, Someshwar as from the 1st of April 1949 and shall be liable for all obligations in respect of the said School as from the said date. It is, however, agreed that the Teaching Grant earned for the Year 1948-49 should go to the First Party Society and the Second Party Society shall not be entitled to claim any portion of it.

6. It is further agreed that all monies due ~~to~~ by the Second Party Society to the First Party Society will be a first charge on the permanent lease right to be created as well as the buildings existing and to be constructed by the Second Party Society on the properties to be demised.

8. It is further agreed that should ~~be~~ for any reason the second Party Society discontinue the Anandashram High School, at any time, then the properties demised on Mulgeni by the First Party Society shall revert to the First Party Society and the other assets of the Second Party Society shall be divided between the two Societies in proportion to the investments so far made and to be made in future by the two societies respectively inclusive of the donations made by the First Party Society and referred to in paragraph 4 supra, subject, however, to the first charge, the First Party Society has for the monies payable to them by the Second Party Society referred to supra.

9. The Parties also agree that a separate mulgenichit embodying the terms contained in this Memorandum of Agreement will be executed in due course and pending the execution thereof the Second Party Society will be at liberty to enter into possession of the properties as from 1-4-1949.

True Copy

-3-

for one month of the realization of the grant towards the decon-
tion of monies payable hereunder by the Second Party Society to
the First Party Society.

5. The Second Party Society shall pay to the First Party Society
the monies which they have undertaken to pay as aforesaid within
a period of five years and with interest @ 6% per annum. The
interest shall be paid by the 31st March of each year until the
entire sum is fully discharged.

6. The Second Party Society will take over the management of the
Anandashram High School, Gomeshwar as from the 1st of April 1949
and shall be liable for all obligations in respect of the said
school as from the said date. It is, however, agreed that the
Teaching Grant earned for the year 1948-49 should be to the First
Party Society and the Second Party Society shall not be entitled
to claim any portion of it.

7. It is further agreed that all monies due to by the Second
Party Society to the First Party Society will be a first charge
on the permanent lease right to be created as well as the buildings
existing and to be constructed by the Second Party Society on
the properties to be demised.

8. It is further agreed that should * for any reason the second
Party Society discontinue the Anandashram High School at any time,
then the properties demised on lease by the First Party Society
shall revert to the First Party Society and the other assets of the
Second Party Society shall be divided between the two societies in
proportion to the investments so far made and to be made in future
by the two societies respectively inclusive of the donations made
by the First Party Society and referred to in paragraph 4 supra.
subject, however, to the first charge, the First Party Society has
for the monies payable to them by the Second Party Society referred
to supra.

9. The parties also agree that a separate management will be executed
the terms contained in this Memorandum of Agreement will be executed
in due course and pending the execution thereof the Second Party
Society will be at liberty to enter into possession of the
properties as from 1-4-1949.

True Copy

12

12

SCHEDULE A.

(1)

Colony Plot No.	Survey No. & Sub-Dn.	Kisam.	Extent	Assess- ment.	Pattadar's No. & Name.
36	64	1 II Wet 6 Garden. 8 do. 188 IB Dry. Total.	3 08 .. 88 .. 07 2 10 6 13	17-5--0 2-0--0 0-3-0 2-10--0 22-2--0	311 Saraswathi Educa- tion Society.

(2)

36	76	1	0 48	0-0-0	A right of way leading from the Ullal Someshwar Road to connect the main road of the Anandash- ram Cooperative Housing Society and over the strip of land as wide as the road of the Cooperative Housing Society is purely reserved for the use of the Cooperative Housing Society
----	----	---	------	-------	---

IN WITNESS WHEREOF the parties have set their hands this 14th day of March
1949 in the presence of the following witnesses:--

(Sd.) K. Gopal Rao.
First Party.

Sd. T. Lakkanna Shenava.
Second Party.

True Copy

Sd. Correspondent,
Anandashram High School,
Ullal, Koteekar P.O.

True Copy

(I)

Copy 11

13

Grant - Buildings - Anandashram High School - All
Building purchased for the school - Sanction

From the DP I. Roc no 592.- D2/49 & 10-4-50

Order no 1760. Education dated 12/6/50
MS

The Govt sanction, as a special grant of Rs 12,000 (Rupees twelve thousand only) to the Someshwar Education Society, Kotekar, South Kanara, towards one half of the cost of the building purchased for the Anandashraon High School, Ullal, from the Saraswathi Education Society, which was previously managing the school subject to the condition that the grant will be disbursed only after the management of the school obtains a perfect title to the site and building of the

~~Dr~~
~~10/6/50~~ ~~29~~
~~(2)~~

14
 school and also a certificate of valuation of the building by the local Public Works Dept.
 2. The D.P.I. is requested to include necessary provision for payment of the grant in the BE for 1951-52

USK
 2/6/50
 3.6.50
 To
 The D.P.I.
 A.G. through Fin
 2 spare copies

Education Department
 B
 Grant - Building - Anandashramam High School Ullal Kotekar
 South Kanara- Request for a building grant

Petition from the President of the Someshwar Education Society
 Kotekar South Kanara dated 14-10-49
 From the D.P.I. R.O.C. No 592 D2/49 dated 10-4-50

The President of the Someshwar Education Society has applied for a grant towards the cost of the building purchased for the Anandashramam High School Ullal Kotekar South Kanara. The building in which the school is now located was constructed by the previous management (The Saraswath Education Society) at a cost of Rs 28,590. during 1947- The management of the school was transferred to the Someshwar Education Society on 1-4-49- and according to the terms of the agreement between the two parties the present management purchased the building and equipment of the school for Rs 33461. A sum of Rs 12,000 has yet to be paid to the previous management by the present management in five years' time.

2. Under Rule 52 of the Grant-in-Aid Code no grant is admissible towards the purchase of the building as the Director was not consulted before the building was purchased by the present management. For the reasons given in his letter on page 7 C.F. the Director does not recommend the sanctioning of a grant for the purpose. If it is considered that special consideration should be shown to the management of the school, it should be required to obtain a perfect title to the site and building of the school from the previous management by executing a sale deed without any legal encumbrance and obtain valuation of the building from the local P.W.D. so as to enable the Govt to determine the amount of grant to be paid. If it is agreeable to this course, a grant may perhaps be made as a special case to the extent of Rs 12,000 which still remains unpaid. ~~as the management may have no access to the building for the use of the building for the school purpose,~~

para 1 of
 para 2 of
 para 3 on p 7 of
 para 4 on p 7 of
 para 5 on p 7 of
 para 6 on p 7 of
 para 7 on p 7 of
 para 8, p 8 of
 vide minutes of
 H.M. (Smt. Smt.) on
 p 1 of

This may be
 considered
 26.4.50

consider
 Finance ~~advise~~ that as the principle of paying grants to schools buildings is not satisfied in this case, there will be no justification at all for payment of grant to the Someshwar Education Society towards the cost of the building purchased from the previous management. In view of this it is for consideration whether this Deptt ^{should} ~~may~~ press the proposal.

3. The file may be circulated to H.M (E.L.) for orders with reference to his minutes on p1cf.

6.5.50
 10.5.50
 7.5.50

10.5.50
 11.5.50

need not be pressed
 11.5.50

H.M (Agri) may see this file H.M (E.L.)
 14/4



the grant may be sanctioned as a special case -
 18/5 H.M. (Agri.)

Maybe circulated to H.M (Soc & Law) & H.M (Fin) with reference to the minutes of H.M (Agri) above.

21.5.50
 23.5.50
 26.5.50

H.M. (E.L.)
 H.M. (Fin)
 1.6



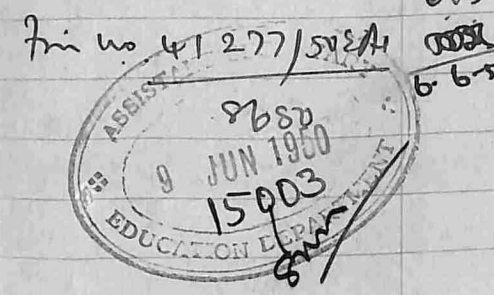
A draft order is submitted below for approval
 Finance may see before issue

21.6.50
 3.6.50
 Finance - 5/6/50
 Edm U.O. No 819162/49-4 Edm
 5-6-50

(Previous finance note on pp 2-3 above)

The summarising note and the orders in circulation on pp 3-4 above and the draft order below may be perused and the case returned to Edm w.

6.6.50 \$ 11/8.50
 Edm (B)



may come
 9.6.50
 10.6.50

16

(1-10-4)

(1-10-4) (1-10-4) (1-10-4)

the commission will not be order in
conclusion in 1-10-4 and the draft order
when need be provided with the order

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