

Political (1898) Department.

ORDINARY MS.

G.O., No. 828

DATED 2-12-98

INDEXED.

[Despatch Abstract.]

Informing Muhammad Abdul
Ali Khan Bahadur, a baruatic Stipendiary
that as he has already placed himself
under the protection of the Sudder
Court, he must seek the assistance
of that Court in effecting a compromise
with his creditors.

PRINTED IN G.O., dated

23rd March 1899. No. 230.2

BACK PAPERS.

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

FURTHER PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.
1524/98	Lodged		13-12-98				

Political (189) Department.

To await f.o. 465 Pol
 29-7-98 now with the
 file re Ibad-ulla-Khan
 Bahadur which was
 circulated to H.E. the
 Governor on 22-10-98

27/10/98

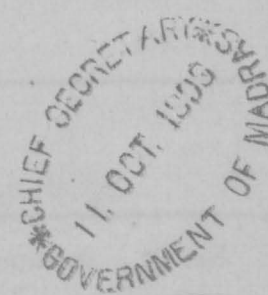
Order S

Put up a telephone to
 the P.S. asking him to return
 that portion of his file (if not
 required) as and when current
 to Abdul Ali

104

Department.

CURRENT No. 1356



From

Mr Jayamurthy
 Carnatic Friends
 Chetak

No. 21. C.

Dated 8th October, 1898

Received 11th Oct 1898

Registered 20 Oct 1898

Enclosures Three (3)

Spare copies

File Complete 4-11-98

SUBJECT.

Reports on the death of Muhammad
 Abdul Ali Khan Bahadur called for
 by f.o. 465 of 9th July 1898, Pol.
 I recommend the Commutation
 of his non-convertible stipend
 of Rs 100/- the same being handed
 over to the Prisoners of War or the
 Nawab Begum Sahiba on their
 responsibility.

Ref asked for papers 25-10-98

1121

CONFIDENTIAL.

CONFIDENTIAL.

Put
78

G.
104

G 25-11-98
R 1-12-98

Taken from Sp 82
2/12

C. No. 1356 From the

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MS. The Gov.

Debt of Muhammad Abd-ul Ali,
Khak Bahadur.

XIII

Dr. 20-
11/1/98.

Left Subm. herewith -
2/12/98.

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Political DEPARTMENT.

, No. , dated 189 .

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OR ORDERS.

In G.O.No.465, Political, dated 9th July 1898, the Paymaster, Carnatic Stipends, was requested to furnish a complete report on the subject of the debts of Muhammad Abd-ul Ali, Khan Bahadur, after interviewing his creditors and ascertaining whether any settlement could be arrived at by means of which Muhammad Abd-ul Ali would be freed from debt by the surrender by him to his creditors of the capital value of the non-continuable portion of his pension (Rs.100).

2. The notes flagged ~~XXXI~~ ^{XXV} in the same order give the previous history of this case.

3. With the present current the Paymaster submits the report called for. From this it would appear that Muhammad Abd-ul Ali has ~~seven~~ ⁵⁴⁸ creditors and

that

that he proposes to pay them Rs.13,000 in full settlement of their claims. The ^{con} ~~con~~ ~~condition~~ of the Rs.100 would, however, bring Muhammad Abd-ul Ali a sum of Rs.12 only, so that it would not suffice to clear him. Independently of this fact ^{the second law} ~~fact~~ ^{Roop} Chand Sowcar holds a court decree against Muhammad Abd-ul Ali in respect of a claim of Rs. 6,000 in settlement of which the latter offers Rs.3,000, while the creditor himself declines to take less than the full amount. Other creditors likewise refuse the sums offered by Muhammad Abd-ul Ali. In fact, the only creditors who are apparently ^{willing} ~~willing~~ to accept the amounts offered are Abd-ul Ali Bahadur (No.1 & 2 in para.3 of the Paymaster's letter), the brother-in-law of Muhammad Abd-ul Ali Khan Bahadur, in whose ^{case} ~~case~~ the latter proposes *curiously* ~~curiously~~ the liquidation of the full amounts due, No.4 (Cunniah Chetty) for whom Rs.1000 is proposed. Muhammad Abd-ul Ali in a ~~letter~~ letter marked C enclosed with the current states that the reason for some of the creditors refusing to accept his offer is that they fear that ~~on~~ ^{on} their acceptance Govt. will decline the commutation and they will then be unable in Court to claim larger amounts than they consented to receive from Govt. He therefore requests that Govt. may be pleased to place the commutation money in the Paymaster's hands pending a unanimous agreement on the part of the creditors to come to terms. In the event of Govt. declining to do this, he requests that

that the amount "be handed over either to the Prince of Arcot or Nawab Khurshood-un-nisa Begum Sahiba on their responsibility for clearing his debts". In conclusion, Muhammad Abd-ul Ali states that "as a temporary measure and for the sake of timely rest" he filed in High Court his schedule (i.e. took the benefit of the Insolvent Act), *and That* the Hon. Mr. Justice Boddam "has kindly pleased" to order him to pay a monthly instalment of Rs.100, which he has been paying regularly for the last eight months, i.e. since February last apparently. The Paymaster does not appear from his report to have apprehended rightly the bearing of this fact ^{on} ~~in~~ the case. Muhammad Abdul Ali apparently filed his schedule before his petition disposed of in G.O.No.465, Pol., dated 9th July 1898 was written. This petition was dated the 29th March 1898, and in para. 4 thereof he adduced reasons for his aversion to availing himself of the benefit of the Act. Nothing was said on the subject in the Paymaster's letter of the 16th May 1898, and in the present report Col. Pryce writes of this step as ^{the} ~~the~~ "demerit" ^{for} ~~for~~ Muhammad Abd-ul Ali, Khan Bahadur. It is evident that the petitioner desires Govt. to assist him in perpetrating a fraud on his creditors by realizing funds behind the back of the court which has dealt with his insolvency petition. Having placed him

himself in the hands of the Insolvent Court, Muhammad Abd-ul-Ali cannot, it is submitted, expect Govt. to enter into, or to countenance, any negotiations with his creditors. The matter may, however, be thought, be dropped.

CMB
22/1/48

It would I think be extremely dangerous for Govt. to interfere in this man's affairs while he is in the insolvent Court - and if it be desired to intervene at all, action should be taken only through the Law officers. The safest course however is to let the matter lie over till he has taken his discharge.

22/1/48

Yours with the Chief Secy. The petitioner should be told to apply to the Insolvency Court for its order to enable him to compromise with his creditors. The result of his application may be made known to Govt., and we can then consider if anything can be done.

29.11.98

CONFIDENTIAL

RECD. 5-8

sup
bup
5.viii.98

Wht Abdul Ali
K.B. Bbto.

Confidential

Pol. no 1227

1556 C. J. Office
Chupak

No 21- C.

Bombay

8th Oct 1898.

From

Colonel D.D. Dyer
I.F.C.

Paymaster Carnatic Districts

To

The Chief Secretary Government
Fort S. Nagar.

Sir,

With reference to J.O. No. 165 dated 9th July 1898
Political, I have the honor to furnish the following
report on the subject of the debts of Muhammad
Abdul Ali, Khan Bahadur.

2. - The delay caused in the submission of my
report is partly due to the death of the two grown-up
sons of Abdul Ali, Khan Bahadur, from Cholera in
two days. Consequently he delayed answering my letter
(requesting him to furnish me with a complete list
of his creditors) and partly to the creditors one of whom
has not as yet put in his appearance at
my office.

3. - Muhammad Abdul Ali, Khan Bahadur
submitted a list of 7 creditors* as below and the
amount set opposite each person's name, is
the sum he states he could offer in satisfaction
of each one's claim against him.

* vide his letter
herewith enclosed

1. Abdul Ali, Khan Bahadur	Rs 5300
2. ———— do ———— do ————	Rs 3000
	8300

Print
(with bond)
A B C
107

108-P

Brought forward	Rs 8300
3. Roop Chand Jowar	Rs 3000
4. Chinnick Chetty	Rs 1000
5. Sunder Sop & Lutchman Naidu	Rs 500
6. Lullas & Gayaram	Rs 125
7. Lutchman Narayan	Rs 75
Total	Rs 13,000

4. — The amount which Muhammad Abdul Ali Khan Bahadur offers is higher than the amount he is entitled to get as a bonus in lieu of his non-continuance stipend of Rs 100/- which is only Rs 12,266 or 10,222 years purchase, he being 40 years old and not 40 years as shown through a clerical error in para: 4 of my letter No 189 dated 16th May 1898. —

5. — (a) Creditor No 1 & 2 Abdul Ali Khan Bahadur is the brother-in-law of the debtor Muhammad Abdul Ali Khan Bahadur. The 1st item of Rs 5300 set opposite his name, is the sum of different amounts borrowed from him at various times for the settlement of petty liabilities — out of this sum the creditor is willing to make a reduction of Rs 300/-*. The 2nd item of Rs 300/- is the sum borrowed from him for the settlement of the debt of Jowar Lutchman Parshad Lalak — the creditor is unwilling to make any reduction from this item.

(b.) Creditor No 3 Roop Chand (against whose name a sum of Rs 3000/- is put) is unwilling to receive anything less than Rs 600/- for which sum

10'222 x 100 x 1/2
= 122664

* vide his letter herewith enclosed

sum he holds a decree of the Court against Muhammad Abdul Ali Khan Bahadur (the debtor) (c) Creditor No 4 Chinnick Chetty agrees to receive Rs 1000/- set opposite his name in full satisfaction of his demands.

(d) Creditor No 5 Sunder Sop & Lutchman Naidu did not appear before me, but Muhammad Abdul Ali Khan Bahadur, appeared on personally that they are willing to accept Rs 500/- — this may be taken for what it is worth.

(e) Creditor No 6 Lullas Gayaram and No 7 Lutchman Narayan claim Rs 229 and 95 respectively for which sums they hold decrees against the debtor and are unwilling to accept the sums, Rs 125 & 75, set opposite their respective names.

6. — Muhammad Abdul Ali Khan Bahadur stated at a personal interview with me and subsequently submitted his statements in writing, vide his letter herewith enclosed, that Creditor No 3 Roop Chand is the chief person who is unwilling to make a reduction from the total amount of his debt — he further appeared me that his creditors would willingly receive Rs 3000/- if ready cash were paid to him (This does not tally with what I have stated in para: 5.) He further stated that the chief cause that led Roop Chand not to come to terms was, that if he expressed his desire before me to receive Rs 3000/- & should the Court make

Brought forward	Rs 8300
3. Roop Chand Toren	Rs 3000
4. Chinnick Chetty	Rs 1000
5. Sunder Sop & Lutchman Naidu	Rs 500
6. Lullas & Jayaram	Rs 125
7. Lutchman Narayan	Rs 75
Total	Rs 13,000

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(b) Creditor No 3 Roop Chand (against whose name a sum of Rs 3000- is put) is unwilling to receive anything less than Rs 6000 for which

* vide his letter herewith enclosed

$$10'222 \times 100 \div 12 = 122664$$

sum he holds a decree of the Court against Muhammad Abdul Ali Khan Bahadur (the debtor) (c) Creditor No 4 Chinnick Chetty agrees to receive Rs 1000. set opposite his name in full satisfaction of his demands.

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he refused he (the owner) having already agreed to receive Rs 3000/- in full satisfaction of his demands could not sue Muhammad Abdul Ali Khan Bahadur for more than that sum. i.e. Rs 3000/- - and if he for a similar reason his other petty creditors did not come to terms. Therefore Muhammad Abdul Ali Khan Bahadur begs me first, to apply to Government to place the amount of Rs 3000/- in my hands & then his creditors seeing that the amount is at my disposal, they would be willing to receive the sums set opposite their names & probably have left. - As an alternative he proposed to hand over the amount of his loans to the Prince of Acre or to the Nawab Akbar-ul-Haq Begum Sahiba for disbursement to the creditors & should they still refuse to come to terms, the loans to be mortgaged by the Prince of Acre or the Nawab Begum Sahiba for the future benefit of the wife & children of Muhammad Abdul Ali Khan Bahadur, who would then, as a last resort, apply for the benefit of the debt and get himself discharged.

7. Muhammad Abdul Ali Khan Bahadur's debts have been before Government since 1892 and if he be allowed to commute Rs 100/- I could nearly pay off his debt & I would recommend that it be allowed - the amount being paid over to the Prince of Acre or to the Nawab Begum Sahiba on their responsibility. I have the honor, to be

To
 Your Obedt Servant
 My W. D. P. S. Colonel
 Paymaster Carnatic Stipends

RECD. 5-8-98.

app
 To
 5.viii.98

Mount Road
 4th August 1898

Colonel D. D. Fryce
 Paymaster, Carnatic Stipends
 Chapatk

Sir
 As desired by you in your letter of the 22nd July I have the honor to subjoin a list of my creditors with their addresses and the amount due to them individually, and shall feel most thankful by your kindly recommending to Government for the bonus of a portion of my stipend already applied for.

The amount allotted to each creditor is the utmost that I can afford to pay considering the large sums of money which most of them have received from me in the shape of interest and compound interest and also having in view that the aggregate amount of bonus will not suffice if paid according to their satisfaction.

I could not answer your letter under reference

on a/c
 Muhammad
 The Paymaster, Carnatic Stipends.
 5/8/98

(1898)

No 392 of 1898

From

Abdul Ali N. B.D.N.

Dated 4th }
Recd 5th } August 1898.

Subjoins a list of his creditors
with their addresses as
requested.

1898
Recd Dept.
Encls. No. 1
To
C. No. 1356

Recd 8

RECD. 7-9 98

1030

Shadee Mahul

5th September 1898

Mr.
To

Colonel D. D. Pryce.

Paymaster, Carnatic Stipends
Chepak.

Sir

I have the honor to acknowledge
the receipt of your letter of the 2nd instant
No. 303, enquiring, if I am willing to receive
any sum less than Rs. 5,300-0-0 in full
satisfaction of my demands against my
brother-in-law Mohammed Abdul Ali Khan
Bahadur, and to state that, the above sum
was advanced to him from time to time as a
loan through me and does not include any
interest or profit. However I am willing to
allow a remission of Rupees 300-0-0 and
to receive Rupees 5,000-0-0 in full satisfaction
of my demands.

I further beg to inform you that another
item

item of Rupees 3000—now entered in the list
is also payable to me, and no reduction whatever
will be allowed therein—

I have the honor to be
Sir

Your most obedt. servant



Abdul Ali Khan Bahadur

184

On arrival To Muhammad Abdul Ali Khan Bahadur
The Paymaster, Carnatic Stipends. } *Des/d*
5/11/98

Given for copying
 copied 3/12
 examined 5/12 } 1898.
 signed

G.O., No. , DATED

189 ,

No.

114

ies to O. No

OF GOVERNMENT A A A A A A A

OF GOVERNMENT.

ATMENT WITH DITTO.

WRES NOT FILED UP, BEING MEANT FOR DESPATCH
IN ORIGINAL.

N.B.—

- A = Copy in full.
- B = Not to be copied.
- P = Copy abstract only.
- Q = Copy heading only.