

Revenue (1897) Department.

MISCELLANEOUS SERIES.

G.O., No. 1165

DATED 27 Feb

[Despatch Abstract.]

according sanction for writing
off the accts. a sum of Rs. 352-2-4 reported
to be irrecoverable under the loan acts in
the Cuddalore Dist.

BACK PAPERS.

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

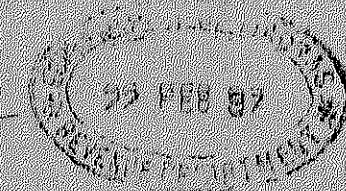
FURTHER PAPERS.

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

Revenue (1897) Department.

CURRENT No. 1602

The Hon. Mr. Crutchfield



Order misc. 11657 27 July 197

From

The Board of Revenue
(Rev. Sett., L. R. & Agri.).

Sanction is accorded for writing off the accounts the sum of Rs 352-2-4 reported to be irrecoverable

No. 1260 Mis:

Dated 19th February 1897

Received 22-2-97

Registered 22-2-97

Enclosures /

Spare copies

To the Board (left)
To the A.G.

16.5.97

SUBJECT.

Requesting the sanction of Government for writing off the accounts the sum of Rs 352-2-4 reported to be irrecoverable under the loans acts in the Budval Taluk, Cuddapah Dist.

Sanctioned 22-2-97

BACK PAPERS.

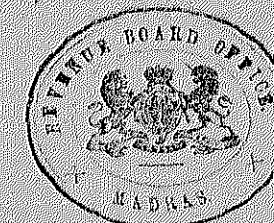
G.O.	No.	Department.	Date.

FURTHER PAPERS.

G.O.	No.	Department.	Date.

Statement showing the amount recommended to be written off as irrecoverable under the Land Improvement Loans Act for the quarter ending 31st December 1896.

Village and Taluk	Name of defaulter	Amount of loan	Circumstances under which the amount became irrecoverable	Whether the security offered was sufficient or otherwise	Measures adopted for the collection of the instalment as they fall due	Explanation of the officers responsible for the non-recovery of the loan.	Grounds of recommendation
Collapalle - Buduru Taluk	Poddala Suresha Poddala Venkatarajulu	Principal 325	The borrower having failed to complete the work within the time allowed	The security offered was insufficient	The lands pledged as security were originally estimated to cost Rs 250 independent of the prospective improvement and Rs 400 after improvement. The village officers, who recommended the loan, are still in office. Their explanation is that the lands have deteriorated in quality owing to the breach of Ellapalle tank and that the low bid is also due to paucity of ryots. The Revenue Inspector who conducted the preliminary Enquiry is Paristchotha Rao now at Jummulamangere and the Tahsildar who recommended the loan is Mr. R. V. Varayanah, now acting Tahsildar of Cuddapah.	The defaulter's moveables and immovable property was sold and the sale proceeds were credited to interest. There is no other property of any kind from which the balance can be recovered. The village officers who recommended the loan are alive and in office.	
		Interest 27 2 4	the work	the assess. amount of the field	pledged	improvement	
		352 2 4	within the time allowed	as security	Rs 476	recommended	
		Amount not recovered from the defaulter	The loan was ordered to be recovered with interest	being Rs 8-12-0	also fetched the market Rs 13-14-0	value	
		Under ordinary rules of the Land Improvement Loans Act		comes at Rs 60-14-0	Rs 131-4-0	The whole amount was credited to interest.	
		and relied upon the statement of the village officers and the latter acted upon the recommendations of both. None of these can be pecuniarily held responsible for the amount lost of Government. The Conduct of the Kurnam is suspicious and he has been dismissed by the Divisional officer - vide covering letter.					
Please see letter R. C. No. 1744 of 95 dated 22 January 1897. (Signed) P. Thevarathayagar Deputy Commissioner							



Proceedings of the Board of Revenue

(Revenue Settlement, Land Records and Agriculture.)

Dated 19th February 1897

189

No. 1260 Mis:

Read the following letter from the Collector of Cuddapah dated 2nd January 1897 No: 1744/ Petn: Ref: on C.:-

I have the honor to report the following case for the orders of the Board.

2. A loan of Rs 25/- under the ordinary rules of the Land Improvement Loans Act was applied for by one Vodda Y Turuka Pedda Venkatigadu of Ellupalli Badvel Taluk, to repair the bund of a kunta situated in survey No: 55 standing in the patta of Karnum Chenchiah of Ellupalle and in which the applicant had acquired a half interest by gift from the said Chenchiah. The loan was granted after the usual enquiries under the rules. The field to be benefitted by the proposed work is survey No: 44 measuring acres 3-94 assessed at Rs 2/- The lands offered as collateral security are

Survey No: 133(b)- -0-65 -- 2- 15 -0

55(a) 2-84 1-7-0

133 A/1 1-0 0-12-0

The records of the preliminary enquiry held in this case show that the Kunta was the private property of Karnum -- Chenchiah, the same having been purchased by him in a Court sale, that the Karnum gave away one half of the Kunta to the applicant without any consideration, out of regard for the fact that prior to the Court sale, the Kunta belonged to Venkatigadu and his ancestors. The full extent of the Kunta is acres 5-67. It was subdivided on Chenchiah agreeing

transfer one half of the Kunta (2.84 acres) to the applicant for the loan. At the time of the preliminary enquiry, the Karnum and the village Magistrate estimated the value of S.No: 44 extent 3-94 acres, assessment Rs 2-0-0 ,at Rs 250 independent of the protective improvement and stated that it would fetch Rs 400 after the improvement. A loan of Rs 325 was granted to the applicant on 5-3-92. It is apparent that the Karnum who transferred half of the Kunta to the borrower without any consideration, set up the applicant to obtain the loan, surely with a view to get the Kunta repaired and strengthened at his (borrower's expense). There was a complaint that the Karnam misappropriated Rs 150 out of the loan amount and did not return it. The Karnam himself admitted that only Rs 100 was deposited with him and that the same was subsequently returned. It is also plain that the Karnam intended to get exclusive possession of all the lands under it, which the borrower has been dispossessed of and with ^{this} ~~this~~ object, he refused to stand surety for the borrower. §

3. The repairs to the tank not having been properly done even after some extension of time was allowed, the loan granted was ordered to be summarily recovered. The borrower not having paid the money, the lands pledged as security as well as his moveables were proceeded against. His moveables fetched only Rs 13-14-0. The lands pledged as security were first sold and bought in by Government for want of bidders. They were resold but only Rs 47-0-0 were realized. The defaulter is reported to possess no other property either moveable or immovable. The amount that became due to Government at the date of the order of summary recovery was:

Rs 325-0-0 under principal
Rs 38-0-4 under interest.

413-0-4

The sum of Rs 60-14-0 realized by the sale of the defaulter's property was credited to interest. There still remains a balance of Rs 352-2-4 which is made up of Rs 325 under principal and Rs 27-2-4

under interest. The Divisional Officer recommends this balance to be written off as irrecoverable, as no means exist for its recovery. A statement in the prescribed form is submitted for favor of the Board's sanction.

4/ The Deputy Collector reported that the low bids at the sales were ^{due} ~~due~~ partly to the influence of the Karnum, who is the owner of a half share in the Kunta and partly to to the paucity of ^{and} ~~the~~ ryots, to the deterioration of the soil since the date of the loan. He further added that the fact that the Karnam was exercising his influence was not capable of tangible proof, though it was an open secret and that he should be punished by being called upon to make good the loss sustained by Government. Two of the four fields pledged as security had crops on them last fasli, they were previously attached for arrears of land revenue and the cultivator having paid up the land revenue, the crops were released from attachment and made over to him. The Karnum failed to bring to the notice of the officers the existence of the loan arrear on these lands before allowing the ryot to remove the crops. Considering these facts and the facts reported in para 2 supra about the high valuation of the hypothecated lands, Mr. Tate, the permanent Collector, was of opinion that there was fraudulent overvaluation of the lands on the part of the Karnum, who was mainly interested in the affair from the very beginning and ordered that the Karnum should make good the amount due to Government on pain of dismissal. The Karnum having refused to pay the amount, the Divisional officer dismissed him from service.

5. In this case, the Tahsildar (M.R. Ry G. Marayandah) and the Deputy Collector (M.R. Ry. T. Rama Row) who granted the loan to the applicant for the repair of half the Kunta, while it was admitted to be the joint property of the loan applicant and the Karnam did not exercise proper care in scrutinizing the records of enquiry. The Karnam should have

at least been included as surety. They cannot, however, be pecuniarily held responsible for the loss sustained by Government.

Resolution.

Submitted for the orders of ~~the~~ Government.

2. A loan of Rs 325 was granted under the ordinary rules of the Land Improvement Loans Act, in March 1892, to one Vodda Turuka Pedda Venkatagadu of Ellupalli, Badvel Taluk, to repair the bund of a Kunta. The borrower having failed to complete the work even after some extension of time was granted to him, the loan was ordered to be summarily recovered with interest. The lands pledged as security and his available moveable property were preceded against and sold for Rs 60-14-0. The whole of this amount was credited to interest, and there still remained the entire amount of the principal viz, Rs 325 and Rs 27-2-4 under interest or Rs 352-2-4 in all; and it is reported that there is no means of realizing this amount.

3. The land to be benefited by the proposed work, viz, S.No: 44, was overvalued, as it was estimated at Rs 250/- against Rs 131-4-0 the market value at 15 times the assessment viz, Rs 12-0 and the village officers are reported to explain that the low price realized at the sale was due to the lands having deteriorated in quality owing to the breach of Ellupalli tank and to the paucity of the ryots. The Collector reports that the Revenue Inspector, who conducted the preliminary enquiry, was new to the work and that the Tahsildar, who recommended the loan, acted upon the recommendation of the Revenue Inspector and village officers. The Kurnam, who it is reported, set up the borrower to obtain the loan for the repair of the tank in which he owned ~~a~~ half a share, was suspected of having contributed to the high valuation of the land and was directed by Mr: M Tate to make good the loss on pain of dismissal and on his refusal to do so, was dismissed by the Divisional officer. The Collector states that the Tahsildar (M.R.Ry G.Narayanan) and the Deputy Collector (M.R.Ry T.Rama Row) are responsible to some extent for the omission to properly scrutinize the records and to include the

Kurnam as a surety. He, however, considers that they cannot be held to be pecuniarily liable for the loss.

4. In these circumstances, the Board requests that sanction may be accorded for writing off the accounts the amount viz, Rs 352-2-4 which is irrecoverable.

(True Copy & Extract)

P. J. Anurag
Secretary.

To.

The Secretary to Government, Rev: Deptt:
Copy to the Collector of Cuddapah.

Typed by V.R.C.

Exd: by *cd*
29/8/97

When copied _____
When examined _____
When signed _____

189 .

READ AGAIN G.O., No. _____
189 _____

CURRENT No. _____

ENCLOSURES TO C. No. _____

ORDER OF GOVERNMENT

A A A A A A A

LETTER OF GOVERNMENT

STATEMENT WITH LIST

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