

Request - 123

Registered/By Fax

Sri Kailash Prasad,
Deputy Registrar,
High Court of Judicature at
Allahabad.

To,

The District Judge,
Jalgaun at Orai.

No. /IV-2765/Adm. (A) Dated: All d: 2002.

Subject:- Sanction of Motor Car Advance to Sri Bachchoo Lal,
Additional District Judge, Jalgaun at Orai.

Sr.

I am directed to send herewith an attested copy of Court's order dated 23.03.2002 sanctioning Rs. 80,000/- as Motor Car Advance to Sri Bachchoo Lal, Additional District Judge, Jalgaun at Orai for purchase of car. The Officer may kindly be asked to furnish the voucher Number, date of drawal of the amount and name of the Treasury to the A.G.U.P., Allahabad, under intimation to the Court. He should also be asked to send requisite papers as asked for in the Court's order referred to above, to the Court at an early date.

Enclosure:- As above.

Yours faithfully,

DEPUTY REGISTRAR.

No. 4800 /IV-2765/Adm. (A) Dated: All d: 23-3-2002.

Copy, along with an attested copy of the Court's order dated 23.03.2002, forwarded for information and necessary action to :-

1. The Deputy Secretary, Vitta (Aya-Vyasa) Anubhag-3, Uttar Pradesh Shashan, Lucknow.
2. The Accounts Officer, G.E. (Loans) Section, A.G. (A&E)-II, U.P., Allahabad.

3. The Treasury Officer, Jalgaun at Orai (By Registered Post)

4. Sri Bachchoo Lal, Additional District Judge, Jalgaun at Orai.

Enclosure:- As above.

By order,

DEPUTY REGISTRAR

S.Lal/-

आदेश

वित्तोप बस्त पुस्तिका खण्ड-5, भाग-1 के पैराग्राफ 246 में दिये गये नियमों के अनुसार भ्रष्टाचार विरोधी कमीशन के अधीन कार्य करने वाले अधिकारियों के वेतन में 10% की वृद्धि करने के लिए निर्णय किया जा रहा है।

1. भ्रष्टाचार विरोधी कमीशन के अधीन कार्य करने वाले अधिकारियों के वेतन में 10% की वृद्धि करने के लिए निर्णय किया जा रहा है।

2. भ्रष्टाचार विरोधी कमीशन के अधीन कार्य करने वाले अधिकारियों के वेतन में 10% की वृद्धि करने के लिए निर्णय किया जा रहा है।

3. भ्रष्टाचार विरोधी कमीशन के अधीन कार्य करने वाले अधिकारियों के वेतन में 10% की वृद्धि करने के लिए निर्णय किया जा रहा है।

4. भ्रष्टाचार विरोधी कमीशन के अधीन कार्य करने वाले अधिकारियों के वेतन में 10% की वृद्धि करने के लिए निर्णय किया जा रहा है।

5. भ्रष्टाचार विरोधी कमीशन के अधीन कार्य करने वाले अधिकारियों के वेतन में 10% की वृद्धि करने के लिए निर्णय किया जा रहा है।

6. भ्रष्टाचार विरोधी कमीशन के अधीन कार्य करने वाले अधिकारियों के वेतन में 10% की वृद्धि करने के लिए निर्णय किया जा रहा है।

7. भ्रष्टाचार विरोधी कमीशन के अधीन कार्य करने वाले अधिकारियों के वेतन में 10% की वृद्धि करने के लिए निर्णय किया जा रहा है।

:2:

मोटार कार खरीदने वाले के एक पाइ के भोतर तपका कम्पेविन्सव इन्श्योरेंस
का दिवा नाप भौर मफलन्धत मोपा पालिसी का नवानाकरण काकर उस समय
तानु रना नाप तक भोग्य पूर्ण भा से हु वान न कर दिवा नाप । लोपे
के पाइप में मोपा पालिसी का अन्य प्रमाणक मोटर कार मुक्त के प्रमाण तथा बचो
हुई धनराशि गौद कोर्ड के लो शासन को लौदाने को तिया लो पूना के साथ
न्यायालय को भेजे जाप ।

शासन/न्यायालय द्वारा भोजा किये जाने पर अथवा स्वयं से भवा निवृत्ति
- शीपे शेष धनराशि व्याज सहित एक मुश्त में देय होगे ।

वस मफलन्ध में हुए व्यय तानु वित्तीय वर्ष 2001-2002 के भा-व्ययक में विवत
विभाग को अनुदान गैरगा 61 के अन्तर्गत लेगा शोधक-7510-परभारो कर्माचारियों
को कर्मा-भागेनन्तर-2001 मोटर वाहन का क्य करने के लिये भोग्य-03-राज्य
कारियोंको मोटर वाहन का करने के लिये भोग्य -10 निवेश/रण के नामे डाला
जाया जाहिगे ।

दिनांक 23-03-2002,

* 23/3/02
महानिबन्धक

उच्च न्यायालय, आहाबाद
Allahabad
23/3/02

Allahabad
23/3/02
Section Officer,
Administration
High Court, Allahabad

Request-123

[See Chapter XI, paragraph 245-N(3)]

Form of Mortgage Bond for Motor Car Boat Advance Cycle

THIS INDENTURE made this _____ day of _____ thousand, nine hundred and _____ BETWEEN

hereinafter called the "Borrower") of the one part and THE GOVERNOR OF UTTAR PRADESH (hereinafter called "the Governor") of the other part, has applied

WHEREAS, the Borrower _____ for and has been granted an advance of _____ applied _____ to purchase motor Car Boat or Cycle _____ rupees 80,000/- (Rs. Eighty thousand only)

the terms of paragraph _____ of the Account Rules of the Government of Uttar Pradesh _____

hereinafter referred to as "the said Rules" which expression shall include any amendment thereof or addition there to for the time being in force) AND WHEREAS one of the conditions upon which the said advance _____ granted to the Borrower _____ that the Borrower

will _____ was _____ was _____ Car _____

_____ hypothecate the said Motor Boat to the Governor as security for the amount lent _____ Cycle

to the Borrower AND WHEREAS the Borrower has purchased with or partly with the amount _____ Car

so advanced as aforesaid the Motor Boat particulars whereof are set out in the Schedule _____ Cycle

here under written.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and for the consideration aforesaid the Borrower doth hereby covenant to pay to the Governor the sum of Rs. _____ aforesaid or the balance

thereof remaining unpaid at the date of these presents by equal payments of Rs. _____ each on the first day of every month and will pay interest on the said sum and the Borrower

doth agree that such payment may be recovered by monthly deductions from his salary in the manner provided by the said rules, and in further pursuance of the said agreement the Borrower doth hereby assign and transfer unto the Governor the Motor Boat the particulars

whereof are set out in the Schedule here unto written by way of security for the said advance and the interest thereon as required by the said rules.

And the Borrower doth hereby agree and declare that he has paid in full the purchase price of the said Motor Boat and that the same is his absolute property and that he has

not pledged and so long as any moneys remain payable to the Governor in respect of the said advance will not sell, pledge or part with the Property in or possession of the said Motor Boat

PROVIDED ALWAYS and it is hereby agreed and declared that if any of the said instalments of principal or interest shall not be paid or recovered in manner aforesaid within ten days

after the same are due or if the Borrower shall die or at any time cease to be in the service of the State or if the Borrower shall sell or pledge or part with the property in or possession of the

said Motor Boat or become insolvent or make any composition or arrangement with his creditors or if any person shall take proceedings in execution of any decree or judgement against

Borrower the whole of the said principal sum which shall then be remaining due and unpaid together with interest thereon calculated as aforesaid shall forthwith become payable AND IT IS HEREBY AGREED and declared that the Governor may on the happening of any of the event herein before mentioned seize and take possession of the said Motor ^{Car} Boat ^{Cycle} and either remain in possession thereof without removing the same or else may remove and sell the Motor Boat either by public auction or private contract and may out the sale money retain the balance of the said advance then remaining unpaid and any interest due thereon calculated as aforesaid and all costs, charges, expenses and payments properly incurred or made in maintaining defending or realizing his rights hereunder and shall pay over the surplus if any to the Borrower, his executors, administrators or personal representatives PROVIDED FURTHER that the aforesaid power of taking possession or selling of the said Motor ^{Car} Boat ^{Cycle} shall not prejudice the right of the Governor, to sue the Borrower or his personal representatives for the said balance remaining due and interest or in the case of the Motor Boat being sold the amount by which the net sale-proceeds fall short of the amount owing AND the Borrower hereby further agrees that so long as any moneys are remaining due and owing to the Governor he, the Borrower will insure and keep insured the said Motor ^{Car} Boat ^{Cycle} against loss or damage by fire, theft or accident with an Insurance Company to be approved by the Accountant General, Uttar Pradesh, and will produce evidence to the satisfaction of the Accountant General that the Motor Insurance Company with whom the said Motor ^{Car} Boat ^{Cycle} is insured have received notice, that the Governor is interested in the Policy AND the Borrower hereby further agrees that he will not permit or suffer the said Motor ^{Car} Boat ^{Cycle} to be destroyed or injured or to deteriorate in a greater degree than it would deteriorate by reasonable wear and tear thereof AND farther that in the event of any damage or accident happening to the said Motor Boat the Borrower will forthwith have the same required and made good

IN WITNESS whereof the said Baheerulal Urd. A.D.J. Ora (Borrower) hath hereunto set his hand the day and the year first above written.

THE SCHEDULE

Description of Motor ^{Car} Boat ^{Cycle}
 Maker's name माकति उद्योग लि
 Description
 Number of Cylinders 3 (तीन)
 Engine number 1083161
 Chassis number 1624850
 Cost Price Rs. 2,82,066 = 00

SIGNED by the Borrower
 Two Witnesses—(1) In the presence of [Signature]
 (2) And of [Signature]

PSIP (RR)—062 Koshagar—20-2-84—Try. Form 352-2500
श्री योगेश शिवस्तव P.A.
श्री श्री ० शाहिद (लिपिकार)

Request 123

ANNEXURE - II

Arrangement Letter

STATE BANK OF INDIA

ORAI BRANCH

REF-0147

ORAI-9147

To,

Shri/Smt./Kum. Bachu Lal.

T-17/7, Judges Colony.

ORAI

Dear Sir,

Date: 24/04/2002

Personal Segment advances:

Personal Loan Scheme Car Loan Scheme.

Term Loan of Rs. 1,82,000/-

With reference to your application dated 18/04/02, we hereby sanction you a Loan/Overdraft* (delete which is not applicable) of Rs. 1,82,000/- (Rupees one lac eighty two thousand only) on the following terms and conditions:

Cost of Vehicle - Rs. 2,82,066 = ∞
Amount of Loan - Rs. 1,82,000 = ∞
Amount of Margin - Rs. 1,00,066 = ∞

1. Purpose

The loan is sanctioned to you as per your application dated 18/04/2002

2. Rate of Interest:

Fixed Rate of interest *:

Interest on the loan will be charged at 12% p.a. on highest monthly reducing balance, at quarterly rests. In the event of a default in payment or any irregularity in account, the Bank reserves the right to levy a higher rate of interest, as it deems fit.

Floating Rate of Interest *:

Interest on the loan will be charged at 11.5% p.a. over PLR/SBAR/SBMTLR* which is currently 11.5% p.a. (The current effective rate being 12% p.a.) with quarterly rests. The rate of interest is subject to revision from time to time and you shall be deemed to have notice of changes in the rate of interest whenever the changes in PLR/SBAR/SBMTLR are displayed/notified at/by the branch/published in newspaper/made through entry of interest charged in the passbook/statement of account sent to you etc. The Bank has the option to reduce or increase the EMI or extend the repayment period consequent upon changes in PLR/SBAR/SBMTLR. In the event of a default in payment or any irregularity in account, the Bank reserves the right to levy a higher rate of interest as it deems fit.

* Delete whichever is not applicable.

3. Repayment :

The loan is to be repaid in 84 Equated Monthly instalment of Rs. 3205/-. The number of equated monthly instalments may increase/vary if the entire loan with interest, cost, charges and expenses is not repaid by/with the stipulated number of equated monthly instalments by reason of increase in the rate of interest or otherwise. The equated monthly instalments will have to be paid till the entire loan with interest is fully repaid. The first instalment commences from the month following the month of disbursement of loan.

In the case of availment of loan as an overdraft in a Current Account, the reduction in the Drawing Power from the 1st of every month by an amount of Rs. will commence from the month following the month in which the documents are executed.*

4. *Security : Personal Guarantee of(Spouse)

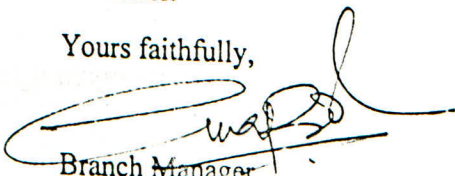
5. Processing Charges :

Processing charges of Rs. (Rs.only) are payable immediately.

Please call on us on any working day to execute the documents. The loan is also subject to other terms and conditions as mentioned in the document(s) executed / to be executed in connection with the loan and as may be prescribed by the Bank from time to time. The duplicate copy of this arrangement letter may please be returned to us duly signed by you and the guarantor(s) in token of acceptance of the terms and conditions detailed herein.

The terms and conditions specified in this letter hold good for a period of 45 days from the date of this letter.

Yours faithfully,



Branch Manager

Received the original. Terms and conditions accepted.

Borrower(s)

Date :

Terms and conditions of the loan are noted.

Guarantor(s)

Date :

* delete if not applicable.

PLR : PRIME LEADING RATE
SBAR : STATE BANK ADVANCE RATE
SBMTLR : STATE BANK MEDIUM TERM LEADING RATE

ATTESTED

702100
विशेष न्यायिक मजिस्ट्रेट प्रथम
उरई
6/9/2002


घन सम्पत्ति से संबंधित विवरण पत्र वर्ष 2002 ई.

नाम व पद नाम	परिवार के सदस्यों का नाम और उम्र	कमाने वाले परिवार के सदस्यों से माहवार या वार्षिक आय	दस हजार से ऊपर घन सम्पत्ति की राशि का विवरण	डाकखाना एल.आई.सी. बैंक खातान. और आमदनी	व्रण अग्रिम धनराशि किस्तों में भुगतान की धनराशि	वेतन से कुल आय
1	2	3	4	5	6	7
बच्चुलाल विशेष न्यायाधीश एस. टी. एस. टी. एक्ट जालीन स्थान उरई नियुक्ति की तिथि 19.09.1997	1. श्रीमती श्रीमतेवी उम्र 41 वर्ष पत्नी। 2. नितेन्द्र कुमार, उम्र 21 वर्ष पुत्र। 3. विपिन कुमार, उम्र 17 वर्ष पुत्र। 4. कु. दुर्गा नन्दिनी, उम्र 16 वर्ष पुत्री।	निल	1. पत्नी के सोने चाँदी के जेवरात जिसमें सोने के जेवरात 70 ग्राम व चाँदी के एक किलो कीमती लगभग 38000/- रुपये 2. मारुति कार 800 स्पेकोल डी. एक्ट/सी नम्बर यू. पी. 92/सी 7575	बचत खाता एल.आई.सी. सख्या पॉलिसी सख्या 0119002579। भारतीय स्टेट बैंक उरई में दिनांक 31.12.2002 को जमा की गई राशि रु. 6,487.15	231444085 रु. 334/- माहली किस्त 231330976 रु. 258/- माहली किस्त	1. कुल वार्षिक आय वेतन से 03,36,023.00 रुपये 2. कटौती: जी. पी. एफ. 54,606.00 रु. जी. आई. एस. 1,440.00 रु. एच. आर. 3,150.00 रु. आय कर 50,695.00 रु. मोटरकार अग्रिम 7,470.00 रु.

नोट: उक्त जेवरात पत्नी की ज्ञाती के समय व सेवा में आने से पूर्व के हैं।
2. उक्त कार खरीदने हेतु माननीय उच्च न्यायालय से 80,000/- रु. का ऋण माननीय उच्च न्यायालय के आदेश दिनांक 23.3.2002 के अनुपालन में प्राप्त किया तथा 1,82,000/- रु. का ऋण भारतीय स्टेट बैंक मुख्यालय उरई से दिनांक 20.4.2002 को प्राप्त किया तथा जमा 20,066/- रुपये वेतन आदि से व्यक्तिगत बचत के बाद खरीदी है।

नोट: उक्त किस्तों व जमा राशि वेतन से पैसा बचत कर जमा की जाती है।

कुल कटौती = 1,17,361.00 रु.
कुल नकद : 2,18,662.00 रु.


बच्चुलाल।
 विशेष न्यायाधीश एस. टी. एस. टी. एक्ट।
 जालीन स्थान उरई।

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