

24/1/94  
19/1/94  
⑦

Request 123  
1562  
1582  
18/2215  
39/4-2-94  
5/2/94

From : Anil Kumar Ojha,  
Metropolitan Magistrate,  
Kanpur Nagar.

To, The Registrar,  
High Court of Judicature at  
Allahabad

Through : The District Judge,  
Kanpur Nagar

Dated : Jan. 1993

SUBJECT : INTIMATION REGARDING UTILISATION OF THE  
CAR ADVANCE OF RS. 60,000/-

DR(m)  
for information  
May file?  
at Kanpur  
7.2.94  
J 7-2-94  
yes  
21/2/94  
D.R (M)

Sir,

I have the honour to submit that I was sanctioned Government Loan of Rs.60,000/- as Motor Car Advance by the Learned District Judge, Kanpur, in terms of Para 246 of the Financial Handbook volume V, read with G.O. No. B-3-5346/X-93-1(I)/93 M.vs. dated 21.9.1993, G.O. No. B-3-2807/(2) X-93 M.C. dated 20.7.1993. I further submit that I had utilised the said loan and have purchased Maruti Car. The utilisation certificate in Form 42-I is sent herewith alongwith agreement and copy of Mortgaged Bond.

Yours faithfully;  
*Anil Kumar Ojha*  
( A.K. Ojha )  
Metropolitan Magistrate,  
Kanpur Nagar.

DR (M)  
21 JAN 1994

KANPUR NAGAR JUDGESHIP.

No. 33/I Dated: Jan. 10, 1994.  
Forwarded to the Registrar, Hon'ble High Court of Judicature at Allahabad, for favour of information and necessary action.

*Kanpur*  
District Judge,  
Kanpur-Nagar.

So. Admn (A/H)  
22/1/94  
D.R (M)  
A.K.O.  
7/2/94

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FORM NO.42-I.

(See Paragraph 369-H)

FORM OF UTILISATION CERTIFICATE

Serial No. Letter No., Amount and Date

G.O.No. B-3-5346/X-93-1(I) M. Va. dated 21.9.1993, B-3-2807/(2) X-93 M.C. dated 20.7.1993 in sanctioning of an amount of advance of Rs. 60,000/- for purchase of Motor Car to Sri A.K. Ojha, M.M., Kanpur Nagar and the sanction order of the District Judge, Kanpur Nagar dated :

Certified that out of Rs.60,000/- of grant-in-aid sanctioned during the year 1993-94 in favour of Sri A.K. Ojha, M.M., Kanpur Nagar, under the Government order given in the margin has been utilised for the purchase of the Motor Car for which it was sanctioned.

Certified that I have satisfied myself that the condition on which the grant-in-aid was sanctioned have been fulfilled and that I have exercised the following checks to see that the money was actually utilised for the purpose for which it was sanctioned.

KIND OF CHECK EXERCISED (ENCLOSED)

1. Agreement dated made between Sri A.K.Ojha and the Governor of Uttar Pradesh in Form No. 25A.
2. Form of Mortgage Bond for Motor Car advance made between A.K.Ojha and the Governor of Uttar Pradesh (Form No. 25).

*Anil Kumar Ojha*

Signature ( Anil Kumar Ojha)

Designation: M.M., Kanpur Nagar

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FORM 25-A.

( See Chapter XI, Paragraph 245-N (2) )

FORM OF AGREEMENT TO BE EXECUTED AT THE TIME OF DRAWING AN ADVANCE FOR THE PURCHASE OF MOTOR CAR.

AN AGREEMENT made 5th day of January on thousand nine hundred and Ninety Four corresponding to Saka Samvat \_\_\_\_\_ between Sri Anil Kumar Ojha, Metropolitan Magistrate S/o Shri Gopi Bihari Ojha, Village Babhamna \_\_\_\_\_ Post Raniganj, Pratapgarh, Uttar Pradesh

(hereinafter called" the Borrower", which expression shall include his legal representatives and assignees of the one part and THE GOVERNOR OF UTTAR PRADESH (hereinafter called "the Governor) of the other part WHEREAS the Borrower has under the provisions of Account Rules of the Government of Uttar Pradesh ( hereinafter referred to as 'the said Rules' which expression shall include any amendments, thereof for the time being in force) applied to the Government for a loan of Rs.60,000/- ( Rupees Sixty thousands) for the purchase of a Motor Car and the Governor has agreed to lend the said amount to the Borrower on the terms and conditions hereinafter contained. NOW IT IS HEREBY AGREED between the parties hereto that in consideration of the sum of Rs.60,000/- paid by the Governor to the Borrower ( the receipt of which the Borrower hereby acknowledges) the Borrower hereby agrees with the Governor (1) to pay the Governor the said amount with interest calculated according to the said Rules by monthly deductions from his salary as provided for by the said Rules and hereby authorises the Governor to make such deductions and (2) within one month from the date of these presents to expend the full amount of the said loan in the purchase of a Motor Car or if the actual price paid is less than the loan to repay the difference to the Governor forth with and (3) to execute a document hypothecating the said Motor Car to the Governor as security for the amount lent to the Borrower as interest in the form provided by the said Rules AND IT IS

Anil Kumar Ojha

HEREBY LASTLY AGREED AND DECLARED THAT if the Motor Car aforesaid and has not been purchased and hypothecated as aforesaid within one month from the date of these presents or if the Borrower within that period becomes insolvent or quits the service or dies the whole amount of the loan and interest accrued thereon shall immediately become due and payable AND the Borrower doth hereby agree and declare that the Governor may, on the certificate of the Secretary to the State Government in the Administrative Department, which shall be final, conclusive and binding on the Borrower, recover all dues hereunder as arrears of land Revenue.

IN WITNESS whereof the Borrower has hereunto set his hand the day and year first before written.

Signed by the said : Anil Kumar of the

In the presence of :

(1) Nayan Ahmad address A C M M I  
Occupation. Magistrate

(2) Anand Kumar Singh address S-5 officers Mess. Kanpur  
Occupation Metropolitan Magistrate

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FORM NO. 25

( See Chapter XI, Paragraph 245-N(3) )

FORM OF MORTGAGE BOND FOR MOTOR CAR ADVANCE.

THIS INDENTURE made this 5<sup>th</sup> day of January  
One thousand nine hundred and ninety Four BETWEEN  
Anil Kumar Ojha S/o Shri Gopi Bihari Ojha, Village Babhanwai  
Post Raniganj, Pratapgarh, Metropolitan Magistrate, Kanpur  
Nagar ( hereinafter called the "Borrower" ) of the one part  
and THE GOVERNOR OF UTTAR PRADESH ( hereinafter called "the  
Governor" ) of the other part.

WHEREAS, the Borrower has applied for and has been  
granted an Advance of rupees 60,000/- ( Rs. Sixty thousands )  
to purchase Motor Car on the terms of 245 of the Account  
Rules of the Governor of Uttar Pradesh ( hereinafter  
referred to as 'the said Rules' which expression shall  
include any amendment thereof or addition thereto for the  
time being in force ) AND WHEREAS one of the conditions  
upon which the said advance has been granted to the Borrower  
is that the Borrower will hypothecate the said Motor Car  
to the Governor as security for the amount lent to the  
Borrower AND WHEREAS the Borrower has purchased with or  
partly with the amount so advanced as aforesaid Motor Car  
particulars whereof are set out in the Schedule hereunder  
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.60,000/- aforesaid or the balance thereof  
remaining unpaid at the date of these presents by equal  
payments of Rs.1000/- each on the first day of every  
month and will pay interest on the said rules and the  
Borrower doth agree that such payments may be recovered  
by monthly deductions from the salary in the manner  
provided by the said rules, and in further pursuance

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of the said agreement the Borrower doth hereby assign and transfer unto the Governor the Motor Car the particulars whereof are set out in the Schedule hereunto 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 Car 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 Car 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 Car 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 the 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 events hereinbefore mentioned seize and the possession of the said Motor Car and either remain in possession thereof without removing the same or else may remove and sell the said Motor car either

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by public auction or private contract and may out of the sale moneys 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 person representatives PROVIDED FURTHER that the aforesaid power of taking possession or selling of the said Motor Car 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 Car 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 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 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 to be destroyed or injured or to deteriorate in a greater degree than it would deteriorate by reasonable wear and tear thereof AND further that in the event of any damage or accident happening to the said Motor Car the Borrower will forthwith have the same repaired and made good.

IN WITNESS whereof the said A.K.ojha,

Anil Kumar Ojha

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Metropolitan Magistrate, Kanpur Nagar hath hereunto set his hand and day and the year first above written.

THE SCHEDULE

Description of Motor Car :-

Maker's name : Maruti.

Description.

Number of Cylinders. 3

Engine Number : 627981.

Chasis Number : 442093

Cost Price : Rs.78,000/-

SIGNED BY THE BORROWER:

Anil Kumar Singh

Two witnesses :-

(1) \_\_\_\_\_ In the presence of : \_\_\_\_\_

(2) And of Anand Kumar Singh Minori Kanpur Nagar