

Santhlal  
30-5-09  
Encl-0

2/6-09

|              |           |
|--------------|-----------|
| Register No. | 7352      |
| File No.     | 107/24/09 |
| Serial No.   | 165       |

प्रेषक,

महताब अहमद  
अपर जिला एवं सत्र न्यायाधीश,  
कोर्ट सं-11, अलीगढ़।

23-6-09

7-7-09

सेवा में,

श्री बैचेलाल,  
संयुक्त निबन्धक,  
माननीय उच्च न्यायालय,  
इलाहाबाद।

Handwritten signature/initials

द्वारा,

जनपद न्यायाधीश,  
अलीगढ़।

पत्रांक सं

दिनांक

विषय- मोटर कार क्रय किये जाने के सम्बन्ध में।

महोदय,

उपरोक्त विषयक माननीय उच्च न्यायालय के पत्रांक संख्या 3574/IV - 2412/स्डमिन & एडि दि. 24.03.09 के अनुसार मुझे मोटर कार अगिम रु. 2,50,000/- माननीय न्यायालय द्वारा कार खरीदने हेतु स्वीकृत किया गया था। मोटर कार अगिम धनराशि का आहरण मैने कोषागार, अलीगढ़ के ब्राउचर न. बी-50 दिनांकित 29.03.2009 द्वारा कर लिया है। मोटर कार मारुति सुजुकी -आल्टो -एल एक्स आइडि नं. UP81-AB 3727 मेरे द्वारा रु. 2,71,000/- में क्रय की गई है।

मोटर कार अगिम के परिप्रेक्ष्य में मैं बंधक पत्र प्रपत्र सं-25 भरकर इस पत्र के साथ संलग्न कर के भेज रहा हूँ

भवदीय,

Handwritten signature

महताब अहमद

दिनांक 15.5.09

अपर जिला एवं सत्र न्यायाधीश, कोर्ट सं-11, अलीगढ़।

संलग्नक प्रपत्र संख्या- 25

JR (M)

Information noted  
May be?

Ak-Savarna.

08/07/09

File AD  
08-7-09

1608

Sr. Admin. H/A

Handwritten initials

J-R (M)  
30-5-09

Handwritten notes and dates

771/5  
26.5-09

जनसहित

Handwritten initials

जनपद न्यायाधीश

अलीगढ़

## FORM No. 25

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

Form of Mortgage Bond for Motor <sup>Car</sup>~~Boat~~<sub>Cycle</sub> Advance

THIS INDENTURE made this

15

day of May

Two thousand, nine

BETWEEN MAHTAB AHMAD S/O LATE SH. MUKHTAR AHMAD (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 <sup>has applied</sup><sub>applied</sub> for and has been granted an advance of rupees 2,50,000/- (Two Lac Fifty Thousand Only) to purchase motor <sup>Car</sup>~~Boat~~<sub>Cycle</sub> onthe terms of paragraph <sup>245</sup><sub>246</sub> 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 thereto for the time being in force) AND WHEREAS one of the conditions upon which the said advance <sup>has been</sup><sub>was</sub> grantedto the Borrower <sup>is</sup><sub>was</sub> that the Borrower <sup>will</sup><sub>would</sub> hypothecate the said Motor <sup>Car</sup>~~Boat~~<sub>Cycle</sub> to the Governor as security for the amount lent to the Borrower AND WHEREAS the Borrower has purchased with or partly with the amountso advanced as aforesaid the Motor <sup>Car</sup>~~Boat~~<sub>Cycle</sub> particulars whereof are set out in the 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. 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 <sup>Car</sup>~~Boat~~<sub>Cycle</sub> 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 <sup>Car</sup>~~Boat~~<sub>Cycle</sub> and that the same is his absolute property and that he has not pledged and so long as any monies 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 <sup>Car</sup>~~Boat~~<sub>Cycle</sub> 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 <sup>Car</sup>~~Boat~~<sub>Cycle</sub> 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 judgment 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 event hereinbefore mentioned seize and take possession of the said Motor <sup>Car</sup>~~Boat~~<sub>Cycle</sub> and either remain in possession thereof without removing the same or else may remove and sell the Motor <sup>Car</sup>~~Boat~~<sub>Cycle</sub> either by public auction or private contract and may out 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 personal representatives PROVIDED FURTHER that the aforesaid power of taking possession or selling of the said Motor <sup>Car</sup>~~Boat~~<sub>Cycle</sub> 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 <sup>Car</sup>~~Boat~~<sub>Cycle</sub> 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 <sup>Car</sup>~~Boat~~<sub>Cycle</sub> 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 <sup>Car</sup>~~Boat~~<sub>Cycle</sub> 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 <sup>Car</sup>~~Boat~~<sub>Cycle</sub> 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 <sup>Car</sup>~~Boat~~<sub>Cycle</sub> the Borrower will forthwith have the same repaired and made good.

IN WITNESS whereof the said MAHTAB AHMAD (Borrower) hath hereunto set his hand the day and the year first above written.

THE SCHEDULE

|                      |   |
|----------------------|---|
| Description of Motor | <sup>Car</sup> <del>Boat</del> <sub>Cycle</sub> |
| Maker's name         | MARUTI SUZUKI (M. U. L.)                        |
| Description          | ALTO LXI BS - III - UP 81 AB - 3727             |
| Number of cylinders  | —   |
| Engine number        | FB DN 3673380                                   |
| Chassis number       | MA3EYD81S01392406                               |
| Cost Price.          | Rs. 2,71,000/=                                  |

SIGNED by the Borrower *[Signature]*  
 Two witnesses-- (1) In the presence of *[Signature]* (Sri Khalil Ahmad Addl. Distt. & Sess. Judge, Aligarh)  
 (2) And of *[Signature]* (Sri Shyam Narayan Pathi Tripathi Addl. Distt. & Sess. Judge Aligarh)

(b) Scottal  
31-3-09  
Encl-0

प्रेषक,

महताब अहमद,  
अपर जिला एवं सत्र न्यायाधीश,  
कोर्ट संख्या-11, अलीगढ़।

सेवा में,

श्री बेचे लाल,  
संयुक्त निदेशक,  
माननीय उच्च न्यायालय,  
इलाहाबाद।

J.R.(M)

for information द्वारा,  
May 14 7

At-For-Information

6.4.09

6-4-09

6-4-09

विषय:- मोटर वाहन की खरीद के लिये अग्रिम के सम्बन्ध में।

महोदय,

उपरोक्त विषयक माननीय उच्च न्यायालय के पत्रांक संख्या 3574/IV  
-2412/एडमिन0(ए) दिनांकित 24.03.09 के अनुसार मुझे मोटर कार अग्रिम रू0  
2,50,000/- आपके न्यायालय द्वारा कार खरीदने हेतु स्वीकृत किया गया है। मोटर कार  
अग्रिम के परिप्रेक्ष्य में मैं एक अनुबन्ध पत्र प्रपत्र संख्या - 25 ए भरकर इस पत्र के साथ  
संलग्न कर भेज रहा हूँ।

अतः आपसे अनुरोध है कि मुझे स्वीकृत मोटर कार अग्रिम रू0 2,50,000/- के  
अनुबन्ध पत्र (प्रपत्र संख्या- 25ए) की प्रति स्वीकार करें तथा मोटर कार अग्रिम आहरित  
करने हेतु माननीय न्यायालय से बजट स्वीकृत कराकर भिजवाने की कृपा करें।

दिनांक : 26.03.2009

संलग्नक : प्रपत्र संख्या-25 ए

भवदीय

26/3/09

(महताब अहमद)

अपर जिला एवं सत्र न्यायाधीश  
कोर्ट संख्या-11, अलीगढ़।

हाथीजय जनपद न्यायाधीश अलीगढ़  
संख्या 420/I अग्रिम 20-3-09

अग्रसारित

जनपद-न्यायाधीश

अलीगढ़

Arvind  
20-3-09

29/07/18

**Form No.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/Boat/Cycle/Scooter

An agreement made 26 day of 03 Two Thousand

Nine corresponding to Saka Samvat between Sri Mahtab Ahmad son of Sri Mukhtar Ahmad resident of J-29, Malkhan Nagar, Judge Compound, Aligarh. (designation) Addl. Distt. & Sess. Judge, Aligarh (hereinafter called 'the Borrower'

which expression shall include his legal representative 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 the 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 Governor for a loan of Rs. 2,50,000/= (Rupees Two lac fifty Thousand Only )

for the purchase of Motor-Car/Boat/Cycle/Scooter 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. 2,50,000/= 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 authorizes 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/Boat/Cycle/Scooter or if the actual price paid is less than the loan to repay the difference to the Governor forthwith, and (3) to execute a document hypothecating the said Motor-Car/Boat/Cycle/Scooter 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 hereby lastly agreed and declared that if the Motor-Car/Boat/Cycle/Scooter 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 quit 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 by 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..... Mahtab Ahmad 26/3/18

In the presence of-

- (1)..... [Signature] .....address Sri Khalil Ahmad  
Occupation Addl. Distt. & Sess. Judge, Aligarh.
- (2)..... [Signature] .....address Sri Shyam Narayan Pati Tripathi  
Occupation Addl. Distt. & Sess. Judge, Aligarh.



Scanned  
31-3-09  
Encl-①

2/513-9

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|--------------|--------|
| Register No. |        |
| File No.     | W/2412 |
| Serial No.   | 163    |

प्रेषक,

महताब अहमद,  
अपर जिला एवं सत्र न्यायाधीश,  
कोर्ट संख्या-11, अलीगढ़।

सेवा में,

श्री बेचे लाल,  
संयुक्त निदेशक,  
माननीय उच्च न्यायालय,  
इलाहाबाद।

द्वारा,

जनपद न्यायाधीश,  
अलीगढ़।

विषय:- मोटर वाहन की खरीद के लिये अग्रिम के सम्बन्ध में।

महोदय,

उपरोक्त विषयक माननीय उच्च न्यायालय के पत्रांक संख्या 3574/IV-2412/एडमिन0(ए) दिनांकित 24.03.09 के अनुसार मुझे मोटर कार अग्रिम रू0 2,50,000/- आपके न्यायालय द्वारा कार खरीदने हेतु स्वीकृत किया गया है। मोटर कार अग्रिम के परिप्रेक्ष्य में मैं एक अनुबन्ध पत्र प्रपत्र संख्या - 25 ए भरकर इस पत्र के साथ संलग्न कर भेज रहा हूँ।

अतः आपसे अनुरोध है कि मुझे स्वीकृत मोटर कार अग्रिम रू0 2,50,000/- के अनुबन्ध पत्र (प्रपत्र संख्या- 25ए) की प्रति स्वीकार करें तथा मोटर कार अग्रिम आहरित करने हेतु माननीय न्यायालय से बजट स्वीकृत कराकर भिजवाने की कृपा करें।

दिनांक : 26.03.2009

संलग्नक : प्रपत्र संख्या-25 ए

भवदीय

(महताब अहमद)

अपर जिला एवं सत्र न्यायाधीश  
कोर्ट संख्या-11, अलीगढ़।

न्यायालय संख्या 020/2009/1 26-3-09

जनपद न्यायाधीश

अलीगढ़

Sr. Admin H/A

J.R.(M)  
30-3-09



Form No.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/Boat/Cycle/Scooter

An agreement made 26 day of 03 Two Thousand

Nine corresponding to Saka Samvat between Sri Mahtab Ahmad son of Sri Mahtab Ahmad resident of J-29, Malkhan Nagar, Judge Compound, Aligarh (designation) Addl. Distt. & Sess. Judge, Aligarh (hereinafter called 'the Borrower')

which expression shall include his legal representative 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 the 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 Governor for a loan of Rs. 2,50,000/-

(Rupees Two Lac fifty Thousand Only) for the purchase of Motor-Car/Boat/Cycle/Scooter 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. 2,50,000/-

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 authorizes 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/Boat/Cycle/Scooter or if the actual price paid is less than the loan to repay the difference to the Governor forthwith, and (3) to execute a

document hypothecating the said Motor-Car/Boat/Cycle/Scooter to the Governor as security for the amount lent to the Borrower as interest in the form provided by the said Rules. It is hereby lastly agreed and declared that if the Motor-Car/Boat/Cycle/Scooter aforesaid 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 quit 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 by 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 hereon as arrears of land revenue.

In witness whereof the Borrower has hereunto set his hand the 26th day of 03 2003 before written.

Signed by the said.....

In the presence of-

(1)..... address Sri Kha Ahmad Occupation Addl. Distt. & Sess. Judge, Aligarh

(2)..... address Sri Shyam Narayan Pati Tripathi Occupation Addl. Distt. & Sess. Judge, Aligarh.