

request-98

From,

**S.S. Gautam,**  
Deputy Registrar  
High Court of Judicature at  
Allahabad.

To,

**The District Judge**  
Jaunpur

105

No. 17158/ IV- 3018 / Admin (A) / Dated 13-12-2013

Subject: - Information regarding purchase of new car by Sri Mridul Kumar Mishra,  
Additional Civil Judge (Senior Division), Jaunpur.

Sir,

With reference to your endt. no. J.K. 1488/I dated 31.10.2013 on the above subject, I have to say that Sri Mridul Kumar Mishra, Additional Civil Judge (Senior Division), Jaunpur may kindly be asked to furnish following informations/ papers for taking necessary action in the matter:-

1. Details of his earlier purchases (both movable & immovable) as point 3 of Court's Circular letter no. 25/ Admin (A) dated 13.07.1998.
2. Details of repayment of bank loan of Rs. 3,00,000/- i.e. amount of its E.M.I.
3. Complete & self attested copy of passbook of his S.B. A/c no. 11142292251, S.B.I., by disclosing the source of opening balance of present pass book of his S.B. A/c i.e. Rs. 6,66,405/-, by submitting copy of previous pass book of last two years and also to indicate the source of money deposited/credited to his account, in case any such credit exceeds the amount of his one month's salary.

D.R. (M)

May issue?

M.M.P.  
10/12/13

H. Jaiswal  
10.12.13  
S.O.

Jaiswal  
10-12-13  
A.R.

Yours faithfully

Jaiswal  
17.12.13  
Deputy Registrar

106

No. 17159 / IV- 3018/ Admin (A) / Dated 13-12-2013

Copy forwarded for information & necessary action to Sri Mridul Kumar Mishra, Additional Civil Judge (Senior Division), Jaunpur.

Jaiswal  
11.12.13  
Deputy Registrar

Request-98

1/11/13

IV/3018, 11-11-13

प्रेषक,

मृदुल कुमार मिश्र,  
अपर सिविल जज(सी0डि0)द्वितीय,  
कोर्ट नं0-10,जौनपुर।

सेवा में,

श्री एस0एस0गौतम,  
उप निबन्धक,  
माननीय उच्च न्यायालय,  
इलाहाबाद।

द्वारा,

आदरणीय जनपद न्यायाधीश,  
जौनपुर।

संदर्भ,

आपके पत्र सं0-14236/IV-3018/एड.(A) दिनांकित 07.10.13  
के सम्बन्ध में:-

महोदय,

आपके उपरोक्त पत्र के अनुसार मुझसे निम्न सूचनाएं अपेक्षित है।

मेरा सकल वेतन मु0 82,392=00 रुपये है तथा कटौती के उपरान्त प्राप्त वेतन मु0 69,992=00 रुपये है, प्रमाण के लिये वेतन पर्ची संलग्न की जा रही है। जहाँ तक पूर्व चल व अचल सम्पत्ति के क्रय का सम्बन्ध है, शून्य है। कार का विक्रय एनवायस तथा ऋण करार एवं पासबुक की प्रमाणित प्रतिलिपि भी संलग्न की जा रही है।

उपरोक्त सूचनाएं आपके पास इस अनुरोध से प्रेषित की जा रही है कि माननीय उच्च न्यायालय के सप्रक्ष आवश्यक कार्यवाही हेतु प्रस्तुत करने की कृपा करें।

ससम्मान,

दिनांक:31.10.13

संलग्नक:-

- 1-वेतन पर्ची
- 2-पासबुक की छायाप्रति
- 3-ऋण करार
- 4-कार की विक्रय एनवायस

भवदीय,

(मृदुल कुमार मिश्र),

अपर सिविल जज(सी0डि0)द्वितीय,  
कोर्ट नं0-10,जौनपुर।

ID.No-6092

जौनपुर जजशिफ

संज्ञांक:व.क.0/10/31-10-2013

भारत सरकार:

जनपद न्यायाधीश

जौनपुर।

Saartal  
8-11-13  
Encl-5 page

05 3318  
So Adm MA  
Dumra  
AR(m)  
08-11-13

Mrs. Numan  
95  
07/12/13

request-06

Sl. No	Basic Pay	DA	Gr. Pay	Pen. Pay	Fix Allow	GPFA IV	GPF III & IIII	GVA	HBA	HBA Int	GIS	Mis Ded1	Total Ded	Pay After Ded.	Soc. Ded LIC/RO	Net Pay
ARJUN KUMAR MISHRA ADDL CIVIL JUDGE(S.D.) 30 Days	43690.00	34952.00	0.00	200.00	0.00	2300.00	82392.00	5000.00	0.00	0.00	0.00	7000.00	12400.00	69992.00	0.00	69992.00
43690.20	43690.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	120.00	0.00	0.00	0.00	0.00	0.00
DA to GPF	0.00	0.00	0.00	0.00	1000.00	0.00	0.00	0.00	0.00	0.00	280.00	0.00	0.00	0.00	0.00	0.00
											400.00	0.00				69992.00
<b>Total</b>	<b>43690.00</b>	<b>34952.00</b>	<b>0.00</b>	<b>200.00</b>	<b>0.00</b>	<b>2300.00</b>	<b>82392.00</b>	<b>5000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>7000.00</b>	<b>12400.00</b>	<b>69992.00</b>	<b>0.00</b>	<b>69992.00</b>
	<b>0.00</b>	<b>250.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>120.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
	<b>43690.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>280.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
						<b>1000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>400.00</b>	<b>0.00</b>				<b>69992.00</b>

SIXTY NINE THOUSAND NINE HUNDRED NINETY TWO ONLY

*[Signature]*  
Addl. Civil Judge (Sr. Div.)  
Jaunpur

*Two copies  
self attested  
in pink*







Dom. Reg. No. :

DATE	PARTICULARS	CHEQUE NO.	DEBIT	CREDIT	BALANCE
				Brought Forward	666405.80Cr
03.05.13	INB 0000-salary April 2013-4031-salary A TRF FRM E-PAYMENT U P STATE GO			66497.00	732902.80Cr
17.05.13	ATM 243 INDIAN BANK LUCKNOW		10000.00		722902.80Cr
17.05.13	ATM 246 INDIAN BANK LUCKNOW		10000.00		712902.80Cr
01.06.13	INB 0000-salary may2013-4031-salary may2 TRF FRM E-PAYMENT U P STATE GO			66497.00	779399.80Cr
30.06.13	INTEREST CREDIT			11976.00	791369.80Cr
01.07.13	INB 0000-salary june 13-4031-salary june TRF FRM E-PAYMENT U P STATE GO			66492.00	857861.80Cr
05.07.13	ATM 4230 SBI SANKAT MOCHAN TE VARANAS		10000.00		847861.80Cr
10.07.13	ATM 7869 SBI JAUNPUR BRANCH LUCKNOW		3000.00		844861.80Cr
23.07.13	INB 0000-salary july 13-4031-salary july TRF FRM E-PAYMENT U P STATE GO			69992.00	914853.80Cr
26.07.13	ATM 7703 SBI JAUNPUR BRANCH LUCKNOW		12000.00		892853.80Cr
27.07.13	INB 4031-REM.OF PETROL TRF FRM 098561000990			16676.00	876177.80Cr
01.08.13	INB 0000-SALARY JULY 13-4031-SALARY JULY TRF FRM E-PAYMENT U P STATE GO			69992.00	946169.80Cr
08.08.13	CAR LOAN PROCESSING FEE TRF TO Mr. MRIDUL KUMAR WISER		1530.00		944639.80Cr
13.08.13	CAS CHQ XFRR WD TRF TO 031380167534	404502	125000.00		819639.80Cr
02.09.13	INB 0000-SALARY AUGUST 13-4031-SALARY AU TRF FRM E-PAYMENT U P STATE GO			69992.00	889631.80Cr
06.09.13	ATM 6215 SBI JAUNPUR BRANCH LUCKNOW		12000.00		877631.80Cr
09.09.13	INB 0000-TRAINING T A-4031-TRAINING T A TRF FRM E-PAYMENT U P STATE GO			40495.00	837136.80Cr

*[Handwritten signature and notes in blue ink]*

Request-98

## Loan-cum-Hypothecation Agreement

(To be stamped as Deed of Hypothecation and Agreement in accordance with the Stamp Act of the state in which the document is executed. Not to be attested.)

The State Bank of India having its Branch Office at JAUNPUR (Hereinafter called "the Bank" which expression shall include its successors and assigns) having at the request of SHRI MRIDUL KUMAR MISHRA son of SHRI KRISHNA MOHAN MISHRA at present aged around 42 Years and residing at TRANSIT HOSTEL ,HOUSE NO B 45 ,JUDGES COLONY , DISTRICT JAUNPUR (hereinafter, called "the 1st applicant" which expression shall include his respective heirs, executors, administrators and assigns)

hereinafter referred to as borrowers, agreed to grant to the Borrowers a loan of Rs 300000/- (Rupee Three Lac Only) to enable the Borrowers to purchase a 4 wheeler vehicle more particularly specified and described in Schedule - I hereto ( hereinafter referred to as the vehicle) for his personal use as set forth in the Borrower's application dated the 03.08.2013 a copy of which is annexed and forms part of this Agreement, such loan to be secured as herein provided.

### **IT IS HEREBY AGREED AS FOLLOWS:**

1. The request for grant of the loan by the Borrowers shall be deemed to constitute the basis of this Agreement and the loan advanced/to be advanced by the Bank to the Borrowers.
2. The Borrowers hereby agree that the loan shall, inter alia, be governed by the terms hereof.
3. The Borrowers expressly agree and undertakes to notify the Bank in writing of any circumstance, affecting the correctness of any of the particulars set forth in his application immediately after the occurrence thereof.
4. The Borrowers expressly agree and undertakes that the Loan shall be used exclusively for the purposes set forth in his application and that no change shall be made therein without the written consent of the Bank.
5. The Borrowers agree that the Loan shall be paid by the Bank to an authorized dealer of the vehicle directly against their invoice on receiving information that the vehicle would be delivered to him on payment/within 30 days of payment. However, in deserving cases where the Borrowers has purchased the vehicle with his own funds, the Bank may provide him loan upto 85% of the cost of the vehicle. The Borrowers shall produce to the Bank the original receipts for having purchased the vehicle and shall hand over photocopy of the said receipt to the Bank for its record.
6. The borrower shall repay to the Bank, the amount of loan and interest thereon in equated monthly installments of Rs.13537/- each commencing from 07.09.2013 till the entire loan with interest is fully repaid. The equated monthly installment(s) also includes interest component. The Bank has option to reduce or increase the EMI or extend the repayment period consequent upon changes in interest rates.

My copy.  
self attested  
Mridul

Mridul

**BASE RATE**

NOT APPLICABLE

Interest on the amount of loan will be applied at the rate of \_\_\_\_\_ % p.a. at monthly rests, calculated on the highest monthly balance. Further, in the event of major volatility in interest rate or the fixed rate falling below the Base Rate stipulated by the Bank from time to time or for any other reason whatsoever during the period of this agreement, the Bank may at its sole discretion alter the rate of interest suitably. Bank shall be the sole judge to determine whether such conditions exist or not.

(To be deleted where floating /Special rate of interest is applicable)

**FLOATING RATE**

APPLICABLE

Interest on the amount of loan will be applied at the rate of 0.75% margin above the Base Rate which is presently 9.7% p.a. and thus the present effective rate of interest being 10.45% p.a. calculated on daily balance of the loan amount at monthly rests, provided that the Bank shall at any time, and from time to time be entitled to vary the Margin and the Base Rate at its discretion. Depending on variation of Base Rate and Margin, the effective rate of interest shall vary periodically and the borrower shall be liable to pay the effective rate of interest.

(To be deleted where fixed / Special rate of interest is applicable)

**FIXED AND FLOATING RATE (SPECIAL INTEREST RATE)**

NOT APPLICABLE

Interest on the loan amount will be charged at \_\_\_\_\_% p.a. (Fixed) for the first year and \_\_\_\_\_% p.a. for the second and third year at monthly rests, calculated on the monthly highest balance . In the event of major volatility in interest rate or the fixed rate falling below the Base Rate stipulated by the Bank from time to time or for any other reason whatsoever during the period of this agreement, the Bank may at its sole discretion alter the rate of interest suitably. Bank shall be the sole judge to determine whether such conditions exist or not

At the end of 3rd year, the borrower(s) shall be liable to pay floating rate of interest comprising of Base Rate then prevailing (as may be determined by the Bank) and Margin of \_\_\_\_\_% calculated on daily balance of the loan amount at monthly rests. Provided that the Bank shall at any time, and from time to time be entitled to vary the margin and the base rate at its discretion. Depending on variation of Base Rate and Margin, the effective rate of interest shall vary periodically and the borrower shall be liable to pay the effective rate of interest.

(To be deleted where fixed / floating rate of interest is applicable)

Such revised rate of interest shall always be construed as agreed to be paid by the borrower(s) and hereby secured. Borrower(s) shall be deemed to have notice of change in the rate of interest when the changes are notified at/displayed at the branch or published in a newspaper or in the website of the Bank or made through the entry in the passbook or the statement of account or by debit to the loan account.

Without prejudice to the Bank's other rights and remedies, the Bank shall be entitled to charge at its own discretion such enhanced rate of interest on the loan account(s) either on the entire outstandings or on a portion thereof as it may fix for any default or irregularity on the part of the borrower(s) which in the opinion of the Bank warrants charging of such enhanced rates of interest for such period as the Bank may deem fit.

Besides, the Bank shall also charge a penalty, the rate of which shall be at the discretion of the Bank, for every bounced cheque for any reason whatsoever in addition to the enhanced rate of interest as applicable.

6.(a) Further, the Bank shall, at any time, be entitled to give notice to the Borrowers of its intention to charge and may thereafter charge interest at such higher rate than the rate hereinbefore mentioned, as the Bank may specify. The Equated Monthly Instalments will have to be paid till the entire loan and the interest is fully repaid. Further, the amount of Equated Monthly Instalment may change/increase as may be decided by the Bank.

6.(b) The Bank reserves the right to levy prepayment charges of 2% of the amount prepaid in excess of normal EMI dues if:

- I. the loan is taken over by any other bank/ financial institution Or
- II. the loan is repaid before expiry of half of the agreed repayment period Or
- III. partial repayment is being made in the first year.

and demand the Borrowers agree to deliver to the Bank post-dated cheques for the monthly instalments and the Borrowers warrants that the cheques will be honoured on first presentation. Any non-presentation of a cheque due to any reason will not affect the liability of the Borrowers to pay the monthly instalments or any other sum. The Borrowers agree to forthwith replace the cheques/issue fresh cheques, if required by the Bank. The Borrowers shall not be entitled to call upon the Bank to refrain from presenting any cheque for payment and if the Borrowers does so, the Bank shall nevertheless be entitled to present the cheque for payment and in the event of dishonour the provisions under Chapter XVII of the Negotiable Instruments Act, 1881, shall apply.

8. As security for the repayment of Loan together with interest at the rates stipulated above and any other charges, costs and expenses payable to or incurred by the Bank in relation thereto, the Borrowers hereby creates a first charge in favour of the Bank by way of hypothecation of the vehicle together with all its components, accessories, attachments etc. specified and described in the Schedule below, purchased/to be purchased by the Borrowers with the Loan wherever it shall be kept. The borrowers hereby agree that the vehicle shall be registered in the name of 1st applicant only.

9. The Borrowers shall not during the continuance of this security create any charge or encumbrance of any kind over the hypothecated vehicle nor shall dispose of the same without repaying in full the Loan amount, interest, costs, charges and expenses secured here under.

10.(a) The Borrowers shall keep the hypothecated articles in good working order, repair and condition and shall permit the officers and other persons deputed by the Bank to have access to and inspection of it if required by the Bank.

10.(b) In case of hypothecation of vehicles the Bank's charge shall be registered with appropriate Road Transport authority and the Borrowers undertakes to get such hypothecation to the Bank marked in Registration book of the vehicle immediately after purchase of the vehicle.

11. The Borrowers will intimate immediately after purchase of the vehicle the location where the vehicle will be garaged. Any change in address/location of the garage will be intimated forthwith.

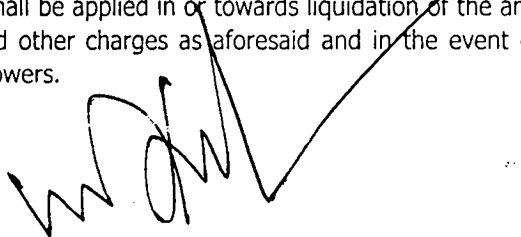
12. The Bank its agents and nominees shall be entitled at all times to enter any place where the hypothecated vehicle is garaged, and on the occurrence of either of (i) default in payment of more than one instalments of bouncing of more than one post dated cheques, or (ii) any other event which in the opinion of the Bank will adversely affect the security available to the Bank, they will be authorized to take possession of/seize the vehicle and eventually sell it off in auction/private treaty for satisfaction of the Bank's dues.

The Bank shall be entitled at all times to apply any other money or moneys in its hand stand to the credit of or belonging to the Borrowers in or towards payment of any amount for the time being payable to the Bank and recover at any time from the Borrowers by suit or otherwise the balance remaining payable to the Bank. The Bank also preserves the right to note lien on other deposits of the Borrowers as additional security for the loan.

13. Where ever a vehicle has been purchased out of the aforesaid loan, the Borrowers shall keep the vehicle comprehensively insured in his/her name with an Insurance Company approved by the Bank for the market value or to the extent of at least 10% over the loan amount outstanding, whichever is higher and the Bank's interest as a hypothecatee should be noted in the certificate of insurance and the insurance policy.

The Borrowers shall produce to the Bank from time to time relevant Policy or Policies for its inspection and also proper evidence to the satisfaction of the Bank and the Borrowers hereby undertakes punctually to pay the premium due for such insurance and to produce the receipts for the premium paid to the Bank for its inspection from time to time and if the Borrowers should fail to keep insured the said vehicle or to produce such policy or policies and receipts to the Bank on demand, the Bank shall be at liberty but not bound to effect such insurance and pay such premium at the expense of the Borrowers and all expenses to be incurred by the Bank in this connection will be made by debit to the Borrower's loan account and will form part of the Borrowers indebtedness to the Bank and secured fully by the hypothecation hereby created. The Borrowers agree that any such sum received under any such insurance shall be applied in or towards liquidation of the amount due to the Bank on account of the said Loan interest and other charges as aforesaid and in the event of there being a surplus the same shall be refunded to the Borrowers.

Request - 08





The borrower (s) hereby further agree that as precondition of the loan advances given to me/us by the Bank that in case of default in repayment of the loan /advances or in the repayment of the interest thereon or if the agreed instalment of the loan on due date/s, the Bank and/or the Reserve Bank of India will have an unqualified right to disclose or publish my/our name(s) as defaulter in such manner and through such medium as the Bank or Reserve Bank of India in their absolute discretion may think fit.'

13 (b) The borrowers hereby agree and give consent for disclosure by the Bank all or any (a) information and data relating to the borrower/s (b) information or data relating to any credit facility availed or/to be availed by the borrower/s and default, if any, committed by the borrower/s in discharge of his/their such obligation as the Bank may deem appropriate and necessary, to disclose and furnish to Credit Information Bureau (India) Ltd., and any other agency authorized in this behalf by RBI. Further, the borrower/s declare that the information and data furnished by him/them to the Bank are true and correct and also agree that the Credit Information Bureau (India) Ltd. and any other agency so authorized may use, process the said information and data disclosed by the Bank in the manner as deemed fit by them and further that the Credit Information Bureau (India) Ltd. and any other agency so authorized may furnish for consideration, the processed information and data or products thereof prepared by them to Banks/Financial Institutions and other credit grantors or registered users, as may be specified by the Reserve Bank in this behalf.

14. The Borrowers agree that if any instalment due hereunder shall not be paid on due date in the manner set out in clause 6/7 here in above the agreement of the Bank to accept repayment of the said loan by instalments shall at the option of Bank forthwith determine and the whole balance of the said loan unpaid at the date of such default shall immediately thereupon become payable to the Bank.

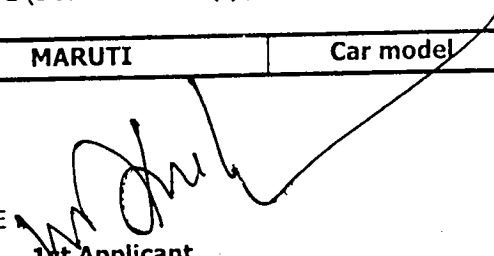
15. This Agreement shall operate as a continuing security for all monies, indebtedness and liabilities aforesaid due by the Borrowers to the Bank. It is agreed between the parties that at the written request of the Borrowers the Bank may transfer the account to any of the branches within India from time to time provided sufficient notice in advance is given by the Borrowers to the Bank. The Bank shall also be entitled to transfer the loan account to any other branch of the Bank after due notice to the Borrowers.

16. Nothing contained in this Agreement shall be construed as excluding the general lien of the Bank for any balance due to the Bank of any account or in respect of any liability of the Borrowers to the Bank.

17. Nothing herein contained shall prejudice any rights or remedies of the Bank in respect of any other present or future security guarantee obligation or decree for any indebtedness or liability of the Borrowers to the Bank.

SCHEDULE REFERRED TO ABOVE (Details of article(s) /vehicle to be purchased)

Car Manufacturer	MARUTI	Car model	WAGON R
------------------	--------	-----------	---------

SIGNATURE   
**1st Applicant**  
NAME : MRIDUL KUMAR MISHRA  
PLACE : JAUNPUR  
DATE : 07.08.2013

*nearest-98*

**I N V O I C E**

TIN NO. 09485306403

Mr. Mridul Kumar Mishra	INVOICE. NO	:	VSL13000273	Date :	11/8/2013
S/o Mr. Krishna Mohan Mishra	ORDER NO.	:			SOB13000334
R/o- B-45 Krida-Sthal, Colony	ORDER DATE	:			11/8/2013
Sadar	HPA	:	STATE BANK OF INDIA MAIN BRANCH		
Jaunpur		:	JAUNPUR		

P.A.R.T.I.C.U.L.A.R.S			AMOUNT RS. (DR)	AMOUNT RS. (CR)
WAGON R LXI COLOUR :- SUPERIOR WHITE				
CHASSIS NO.	ENGINE NO.	KEY NO.		
MA3EWDE1S00600170	K10BN 72722060	5594		
Cost of Vehicle			356503.93	
Less Discount			0.00	
VAT @ 12.50 %			44562.99	
STATE DEVELOPMENT TAX @ 2%			7130.08	
Total Cost Of Vehicles			408197.00	
Extended Warranty				
Insurance				
REGISTRATION / T.R.				
MGA				
Round off				
<b>TOTAL COST OF VEHICLE</b>			<b>Rs. 408,197.00</b>	<b>0.00</b>

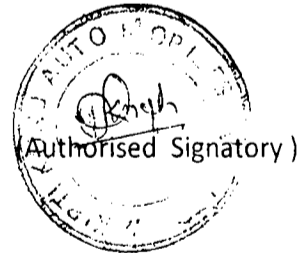
(Rs. Four Lacs Eight Thousand One Hundred Ninty Seven Only)

BALANCE TO COLLECT / PAY  
BALANCE AMOUNT RECEIVED / PAYMENT VIDE  
DOC NO. - DATE - AMOUNT

For KIRTIKUNJ AUTOMOBILES PVT. LTD.

(Received By)

(Prepared By)



# All disputes are subject to the jurisdiction of Jaunpur courts only

# All disputes are subject to the jurisdiction of Jaunpur courts only

Showroom & Workshop : Kuttupur Tiraha, Shahganj Road, Jaunpur (U.P.) INDIA

Phone : (05452) Sales: 268900, 268901 • (05452) Service : 268903, 268904

E-mail : kirtikunjautomobiles@yahoo.co.in • kirtikunj.jnr.srv1@marutidealers.com

*True copy self attested in the*