

# The Bihar Deputy Ministers' Motor Car Advance Rules, 1953

BIHAR

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### Rule

### THE-BIHAR-DEPUTY-MINISTERS-MOTOR-CAR-ADVANCE-RULES-1953 of 1953

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The Bihar Deputy Ministers' Motor Car Advance Rules, 1953Published vide Notification No. A-11467, dated 13th September, 1957. Published in Extraordinary Gazette, dated 17th September, 1957

#### 1.

(i)These Rules may be called the Deputy Ministers' Motor Car Advance Rules, 1953.(ii)They shall come into force with immediate effect.(iii)They shall apply to a Deputy Minister who does not keep a motor car purchased by the State Government.

#### 2.

A motor car advance not exceeding [Rs. 1,40,000] [Substituted by vide G.S.R. 11 dated 19.6.1991.] ; or the anticipated price of the car, whichever is less, may be granted to a Deputy Minister. If the actual price paid is less than the advance taken, the balance should be forthwith refunded to Government.(a)In this Act, the expression "Deputy Minister" means a person appointed as such by the Governor.(b)[ After recovery in full of the Motor Car Advance previously granted a second Motor Car Advance not exceeding Rs. 1,40,000 may be granted. The other conditions regarding grant of second Motor Car Advance, shall be same as provided in sub-rule (a).] [Inserted by vide G.S.R. 11 dated 19.6.1991.]

**3.**

An advance sanctioned under Rule 2 shall be granted free of interest and shall be recovered by deduction from the salary-bill of the Deputy Minister concerned in not more than forty-eight consecutive monthly instalments, commencing with the first issue of salary after the advance is drawn. The amount of advance to be recovered monthly shall be fixed in whole in rupees, except in the case of the last instalment when the remaining balance, including any fraction of a rupee, shall be recovered.

**4.**

A Deputy Minister who draws an advance under Rule 2 shall, unless otherwise permitted by the Governor, complete his negotiations for the purchase and pay finally for the car within one month from the date on which he draws the advance; failing such completion and payment, the full amount of the advance shall be refunded to the Governor.

**5.**

A Deputy Minister in whose favour an advance under Rule 2 has been sanctioned shall be required, at the time of drawing the amount of the advance, to execute an Agreement in the Form given in Appendix A, and, on completion of the purchase, to further execute a Mortgage Bond in the Form given in Appendix B to these Rules hypothecating the car to the Governor of Bihar as security for the advance. The cost price of the car purchased shall be entered in the schedule of specifications attached to the Mortgage Bond.

**6.**

A motor car purchased with the aid of an advance granted to a Deputy Minister shall, at his own cost, be insured fully by him against loss or damage by fire, theft or accident, within one month from the date of the purchase of the car and shall continue till the date of its final repayment, to be kept so insured, in the manner laid down in Appendix B to these Rules, to the extent of the full amount of the advance for the time being remaining unpaid. If at any time, and for any reason, the amount insured under a current policy is less than the outstanding balance of the advance, the amount to be refunded shall be recovered in not more than three monthly instalments.

**7.**

(1)The previous sanction of the Governor is necessary to the sale by Minister of a car purchased with the aid of an advance which has not been fully repaid.(2)In all cases in which a car is sold before the advance is fully repaid in order that another car may be purchased, the Governor may permit a Deputy Minister to apply the sale-proceeds towards such purchase, subject to the following conditions:-(a)the amount of the advance outstanding shall not be permitted to exceed the cost of the new car;(b)the amount outstanding shall continue to be repaid at the rate previously fixed;

and(c)the car shall be insured and mortgaged to the Governor as required by these Rules.Appendix 'A'Form of agreement to be executed at the time of drawing an advance for the purchase of a motor car under the Deputy Ministers' Motor Car Advance Rules, 1953An Agreement made this..... day of..... one thousand nine hundred and..... between..... (hereinafter called the Borrower, which expression shall include his heirs, administrators, executors and legal representatives) of the one part and the Governor of Bihar (hereinafter called the Governor which expression shall include his successors and assignees) of the other part. Whereas the Borrower has under the provisions of the rules in the Deputy Ministers' Motor Car Advance Rules, 1953, hereinafter referred to as the said Rules (which expression shall include any amendment thereof for the time being in force) applied to the Governor for a loan of Rs. .... for the purchase of a motor car and whereas 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 thereto that in consideration of the sum of Rs. .... 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 without any interest accruing thereon by monthly deductions from his salary as provided in the said Rules and hereby authorises the Governor to make such deductions, and (2) to expend the full amount of the said loan, unless otherwise specifically permitted by the Governor in writing, within one month from the date of these presents in purchase of a motor car or if the actual price paid is less than the loan, to repay the difference to the Governor forthwith and (3) execute a document hypothecating said motor car to the Governor as security for the amount lent to the Borrower as aforesaid without any interest accruing thereon andIt is Hereby Lastly Agreed and declared that if the motor car has not been purchased and hypothecated as aforesaid within one month, or the period allowed, as the case may be, from the date of these presents, or if the Borrower within that period ceases to be a Deputy Minister or dies, the whole of the loan shall immediately become due and payable.In witness whereof the Borrower and..... for and on behalf of the Governor have hereunto set their hands the day and year first before written.Signed by the said (Borrower).....in the presence of..... (Signature of witness).....(Signature and designation of the Borrower)Signed by..... (Name and designation)For and on behalf of the Governor of Bihar in the presence of.....(Signature and designation of Officer).....(Signature of witness)Appendix 'B'Form of Mortgage Bond for Motor Car Advance under the Deputy Ministers' Motor Car Advance Rules, 1953This Identure made this..... day of..... One thousand nine hundred and..... between..... (hereinafter called "the Borrower", which expression shall include his heirs, administrators, executors and legal representatives) of the one part and the Governor of Bihar (hereinafter called "the Governor", which expression shall include his successors and assignees) of the other part. Whereas the Borrower has applied for and has been granted an advance of Rs. .... to purchase a motor car on the terms of the rules in the Deputy Ministers' Motor Car Advance Rules, 1953 (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/was granted to the Borrower is/was that the Borrower will/would 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 amount so advanced as aforesaid the Motor Car the particulars whereof are set out in the Schedule hereunder written.Now this Identure Witnesses 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 payment of Rs. .... each on the first day of every month without any interest accruing on the sum for the time being remaining due and the Borrower doth agree that payments may be recovered by monthly deductions from the 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 Car the particulars whereof are set out in the Schedule hereunto written by way of security for the said advance without any interest accruing 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 money remains 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 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 a Deputy Minister or if the Borrower shall sell or pledge or part with the property in or possession of the said Motor Car or make any composition or arrangement with the creditor or if any person shall take proceeding in execution of any decree or judgement against the Borrower the whole of the said sum which shall then be remaining due and unpaid shall forthwith become payable. And it is Hereby Agreed and Declared that the Governor may on the happenings of any of the events hereinbefore mentioned seize and take 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 by public auction or private contract and may out of the sale moneys retain the balance of the said advance then remaining unpaid without any interest accruing thereon as aforesaid and all costs, charges, expenses and payments properly incurred or made in maintaining, defending or releasing his rights hereunder and shall pay over the surplus, to 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 shall not prejudice the right of the Governor to see the Borrower or his personal representatives for the said balance remaining due 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 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 at Insurance Company to be approved by the Accountant-General, Bihar 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 seasonal 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. The Schedule Description of Motor Car-Maker's Name-Description-No. of cylinders-Engine No.-Chasis No.-Cost price-In witness whereof the said ..... (Borrower's name) and..... for and on behalf of the Governor have hereunto set their respective hands on the day and year first above written. Signed by the said.....(Borrower's name and designation) in the presence of-

**1.** .....

**2.** .....

(Signature of witnesses).....(Signature and designation of Borrower)Signed by  
(name and designation).....for and on behalf of the Governorof Bihar in the  
presence of-

**1.** .....

**2.** .....

(Signature of witnesses).....(Signature and designation of the officer)