

# **The Bihar Car Advance to the Speaker and Chairman Rules, 1953**

BIHAR

India

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### **Rule**

### **THE-BIHAR-CAR-ADVANCE-TO-THE-SPEAKER-AND-CHAIRMAN-RULES of 1953**

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The Bihar Car Advance to the Speaker and Chairman Rules, 1953 Published vide Notification No. 9720, dated the 5th November, 1953, (Published in the Bihar Gazette, 1953, Part 2, page 5043) Notification No. 9720, dated the 5th November, 1953, [Published in the Bihar Gazette, 1953, Part II, page 5043]. - In exercise of the powers conferred by Section 3 of the Bihar Legislature (Officers' Salaries and Allowances) Act, 1953 (Bihar Act XX of 1953), the Governor of Bihar is pleased to make the following rules to regulate the grant to advances to the Speaker of the Bihar Legislative Assembly and the Chairman of the Bihar Legislative Council for the purchase of motor cars, namely:-

#### **1.**

(i) These rules may be called the Bihar Motor Car Advance to the Speaker and Chairman Rules, 1953. (ii) They shall come into force at once. (iii) They shall apply to the Speaker or the Chairman who does not keep a motor car purchased by the State Government.

#### **2.**

For the purpose of these Rules, the Speaker is a person chosen as such under Article 178 and the Chairman is a person chosen as such under Article 182 of the Constitution of India.

### 3.

[(a)] [Existing rule renumbered as Rule 3(a) and a new Rule (b) has been added vide G.S.R. 9 the 19th June, 1991. Published in Bihar Gazette (Extra-Ordinary), dated 19th June, 1991.] A motor car advance not exceeding Rs. 12,000 or the anticipated price of the car, whichever is less, may be granted to the Speaker/Chairman. If the actual price paid is less than the advance taken, the balance should be forthwith refunded to the State Government.(b)[ [Existing rule renumbered as Rule 3(a) and a new Rule (b) has been added vide G.S.R. 9 the 19th June, 1991. Published in Bihar Gazette (Extra-Ordinary), dated 19th June, 1991.] 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 the same as provided in Sub-Rule (a).

### 4.

An advance sanctioned under Rule 3 shall be granted free of interest and shall be recovered by deduction from the salary bill of the Speaker/Chairman 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 rupees, except in the case of last instalment when the remaining balance, including any fraction of a rupee, shall be recovered.

### 5.

The Speaker/ Chairman who draws an advance under Rule 3 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.

### 6.

The Speaker/ Chairman in whose favour an advance under Rule 3 has been sanctioned shall be required, at the time of drawing the amount of the advance, to execute an agreement in the form set-out in Appendix A\*, and on completion of the purchase, to further execute a mortgage bond in the form set-out 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 annexed to the mortgage bond.

### 7.

A motor car purchased with the aid of an advance granted to the Speaker/ Chairman 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 difference shall be refunded to the State Government. The amount to be refunded shall be recovered in not more than three monthly instalments.

## 8.

(1)The previous sanction of the Governor is necessary to the sale by the Speaker/Chairman of a car purchased with the aid of an advance which had 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 the Speaker/ Chairman 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.(c)The car shall be insured and mortgaged to the Governor as required by these Rules.

## 9.

The Governor reserves the power of interpreting these Rules and of changing them from time to time at his discretion.[Appendix B] [Though the first Appendix should be 'A' but in the original it is Marked as 'B'.]Form of mortgage bond for motor car advance under the Motor Car Advance to the Speaker and Chairman Rules, 1953This indenture 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. Whereas the Borrower has applied for and has been granted an advance of Rupees ..... to purchase a motor car on the terms of the Rules, in the Motor Car Advance Rules, 1953, for the Speaker, Bihar Legislative Assembly and the Chairman, Bihar Legislative Council (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 the amount so advanced as aforesaid the 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. .... 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 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 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 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 this absolute property and that he has not pledged and so long as any money 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 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 the Speaker/Chairman or if the Borrower sell or pledge or part with the property in or possession of the said Motor Car 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 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 happening 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 interest accruing thereon as aforesaid and all costs, charges, expenses and payments properly incurred or made in maintaining, defending or realising 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 shall not prejudice the right of the Governor to sue 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 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, 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 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. The Schedule Description of Motor Car ..... Maker's Name ..... Description ..... No. of cylinders ..... Engine No. .... Chassis 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 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 the Borrower)

Signed by (name and designation)

.....

for and on behalf of the Governor, Bihar.....in presence of-(Signature and designation of the Officer)

**1.**

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**2.**

.....(Signature of witnesses)