

The Haryana Legislative Assembly Speaker's and Deputy Speaker's (Advance for Motor Car) Rules, 1976

HARYANA

India

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Rule

THE-HARYANA-LEGISLATIVE-ASSEMBLY-SPEAKER-S-AND-DEPUTY of 1976

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1.

These rules may be called the Haryana Legislative Assembly Speaker's and Deputy Speaker's (Advance for Motor Car) Rules, 1976

2. Maximum amount of advance.

(1) The total amount to be advanced to the Speaker or the Deputy Speaker (hereinafter called the borrower) shall not exceed [sixty thousand rupees] [Substituted by Haryana Notification No. GSR 40/HA 2/79/S. 8/84 dated 24.5.1984.] or the anticipated price of the motor car, whichever is less. If the actual price paid is less than the advance drawn the balance shall be forthwith refunded to the Government. (2) [Notwithstanding anything contained in sub-rule (1), the second advance for the purpose of motor-car shall be admissible after the expiry of two years of the drawl of the first motor-car advance by the Speaker or Deputy Speaker on the following conditions :-(i) that the borrower has refunded the amount of first motor-car advance in full along with the interest thereon to the Government; (ii) that the amount of sale proceeds left over after the repayment of the principal

and interest thereon plus amount of advance shall not exceed the cost of the motor-car to be purchased or rupees sixty thousand, whichever is less; and (iii) that an attested copy of the sale deed of the sale of previous car shall be enclosed with the application for the second motor-car advance].

3. Repayment of advance.

(1) The recovery of the advance referred to in rule 2 shall be made by deducting [monthly instalments six hundred rupees each] [Substituted by Haryana Notification No. GSR 40/HA 2/79/S. 8/84 dated 24.5.1984.] from the salary bill of the borrower. The deduction will commence with the first issue of the salary after the advance is drawn. The Government may, however, permit recovery to be made in a smaller number of instalments if the borrower so desires. Simple interest at the rate fixed by the Government for the purpose of purchase of conveyances by Government servants, will be charged on the advance. The amount of interest will be recovered in one or more instalments, each instalment being not appreciably greater than the instalments by which the principal was recovered. The recovery of interest will commence from the month following that in which the repayment of the principal has been completed. Explanation. - The amount of the advance to be recovered monthly shall be fixed in whole rupees, except in the case of the last instalment when the remaining balance including any fraction of a rupee should be recovered. (2) [In case the borrower ceases to hold office as Speaker or Deputy Speaker or M.L.A., as the case may be, before the advance is fully repaid, the outstanding balance, together with interest thereon shall be recovered in monthly instalments of [six hundred rupees] [Substituted by Haryana Notification No. GSR 87/H 3/75/S.8/81 dated 20.7.1981.] each as under :- (a) in the case of Speaker, from the compensatory allowance, salary, constituency allowance or telephone allowance due to the borrower or from the pension admissible under the Haryana Legislative Assembly Speaker's pension and Medical Facilities Act, 1976, or under the Haryana Legislative Assembly (Allowances and Pension of Members) Act, 1975, as the case may be, or from any of his other assets unless he has voluntarily made payment of the remaining instalments in lump sum or otherwise; (b) in the case of Deputy Speaker, from the compensatory allowance, salary, constituency allowance or telephone allowance due to the borrower or from the pension admissible under the Haryana Legislative Assembly (Allowances and Pension of Members) Act, 1975, or from any of his other assets unless he has voluntarily made payment of the remaining instalments in lump sum or otherwise.] [Provided that a borrower who has obtained advance prior to the 17th April, 1984 the recovery shall be made according to the pre-amended rules i.e. at the rate of five hundred rupees per month.] [Proviso added by Haryana Notification No. GSR 40/HA 2/7/S.8/84 dated 24.5.1984.]

4. Sale of motor-car.

(1) The previous permission of the Government shall be obtained for the sale by the borrower of the motor-car purchased with the aid of an advance if such advance together with the interest accrued thereon has not been fully repaid. (2) In all cases where a motor-car is sold before the advance received for its purchase from the Government with interest has been fully repaid, the sale proceeds must be applied, so far as may be necessary, towards the repayment of such outstanding balance; provided that when the motor-car is sold only in order that another motor-car may be purchased, the Government may permit the borrower to apply the sale proceeds towards such purchase, subject

to the following conditions, namely :-(a)the amount outstanding shall not be permitted to exceed the cost of the new motor-car;(b)the amount outstanding shall continue to be repaid at the rate previously fixed; and(c)the new motor-car shall be insured and mortgaged to the Government in the manner herein contained.

5. Period within which negotiations for purchase of motor-car may be completed.

- The borrower shall complete the negotiations for the purchase of, and pay finally for, the motor-car within one month of the date on which he draws the advance; failing such completion and payment, the full amount of the advance drawn, with interest thereon for one month will be refunded to the Government unless this period is extended by the Government. An advance will not be admissible when a motor-car has already been purchased and paid for in full. In a case in which payment has been made in part, the amount of advance will be limited to the balance to be paid as certified by the borrower.

6. Execution of agreement.

- At the time of drawing the advance, the borrower will be required to execute an agreement in form I, and on completing the purchase he will further be required to execute a mortgage bond in form II hypothecating the motor-car to the Government as security for the advance. The cost price of the motor-car shall be entered in the schedule of specifications attached to the mortgage bond.

7. Certificate of Accountant-General.

- When an advance is drawn, the sanctioning authority shall furnish to the Accountant-General, a certificate that the agreement in form I has been signed by the borrower and that it has been found to be in order. The sanctioning authority shall see that the motor-car is purchased within one month from the date on which the advance is drawn or with such extended period as the Government may allow under rule 5 and should submit every mortgage bond promptly to the Accountant General for examination before final record.

8. Safe custody and cancellation of mortgage bond.

- The mortgage bond shall be kept in safe custody of the sanctioning authority. When the advance has been fully repaid, the bond shall be returned to the borrower duly cancelled after obtaining a certificate from the Accountant-General as to the complete payment of the advance and interest.

9. Insurance of motor-car.

- The motor-car purchased from the advance shall be insured against full loss by fire, theft or accident. The insurance policy shall contain a clause as specified in form III by which the insurance company agrees to pay to the Government instead of the owner, any sums payable in respect of loss

or damage to the motor-car which is not made good by repair, reinstatement or replacement. Such insurance should be effected within one month of the date of the purchase.

10. Contravention of rules.

- Contravention of these rules render the borrower liable to refund the whole of the amount of the advance with interest accrued thereon unless good reason is shown to the contrary. The amount for which the motor-car is insured during any period, should not be less than the outstanding balance of the advance with interests accrued thereon at the beginning of that period and the insurance should be renewed from time to time until the amount due is completely repaid. If at any time and for any reason, the amount insured under the current policy is less than the outstanding balance of the advance including interest already accrued the borrower shall refund the difference to the Government. The amount to be refunded must be recovered in not more than three months instalments.

11. Repeal.

- The Punjab Legislative Assembly Speaker's (Advance for Motor- Car) Rules, 1955, in their application to the State of Haryana are hereby repealed. Form I Agreement to be executed at the time of drawing an advance for the purchase of motor-car An agreement made this day of One thousand, nine hundred and _____ Between Shri _____ (hereinafter called the Borrower, which expression shall include his legal representatives and assignees) of the one part, and the Governor of Haryana (hereinafter called the Government) of the other part, "Whereas the Borrower has under the provisions of the rules regulating the grant of advance of loan to the Speaker, Deputy Speaker, Haryana Legislative Assembly for the purchase of motor-car made under the Haryana Legislative Assembly Speaker and Deputy Speaker Salaries and Allowances Act, 1975, applied to the Government for a loan of Rs. _____ (Rupees _____ only) for the purchase of a motor-car and the Government have 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. _____ paid by the Government to the Borrower (the receipt of which the Borrower hereby acknowledges) the Borrower hereby agrees with the Government (i) to pay to the Government 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 Government to make such deductions and (ii) within one month from the date of these presents or from the extended period, if any, 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 Government forthwith and (iii) to execute a document hypothecating the said motor-car to the Government as security for the amount lent to the Borrower as aforesaid and interest in the form provided by the said rules and it is hereby LASTLY AGREED AND DECLARED THAT IF THE motor-car 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 relinquishes his office or dies, the whole amount of loan and interest accrued thereon shall become due and payable. In witness thereof the parties have hereunto set their hands the day and year first before written. Signed by the said in the presence of

(1)

(Signature and designation of the Borrower)(Signature of the witnesses)Signed by (name and designation) _____ for and on behalf of the Governor of Haryana in the presence of(1) _____ (2)

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

Form IIMortgage bond for motor vehicle advanceThe 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 Haryana (hereinafter called "the Government" 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 Rupees _____ to purchase motor vehicle on the terms specified in rule 3 of the Haryana Legislative Assembly Speaker's and Deputy Speaker's (Advance for Motor-Car) Rules, 1976 (hereinafter referred to as "the said Rules"),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 vehicle to the Government 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 vehicle particulars whereof are set out in the Schedule hereunder given;Now, the indenture witnesseth that in pursuance of the said agreement and for the consideration aforesaid, the Borrower doth hereby covenant to pay to the Government the sum of Rs. _____ aforesaid or the balance thereof remaining the unpaid at date of these presents by equal payments of Rs. _____ each on the first day of every month and will pay interest on the sum for the time being remaining due and owing calculated according to the said Rules and the Borrower doth agree that such 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 Government the motor vehicle 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 vehicle and that the same is his absolute property and that he has not pledged and so long as any money remains payable to the Government in respect to the said advance, will not sell or pledge the said motor vehicle or part with the possession thereof; 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 the manner aforesaid within ten days after the same are due or if the Borrower shall die or at any time relinquish his office or if the Borrower shall sell or pledge the said motor vehicle or part with the possession thereof 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 Government may on the happening of any of the events hereinbefore mentioned seize and take possession of the said motor vehicle and either remain in possession thereof without removing the same or else may remove and sell the said motor vehicle either by public auction or private contract and may out of the sale money retain the balance of the

said advance then remaining unpaid and any interest due thereon calculated as aforesaid at all cost, charges, expenses and payment properly incurred or made in maintaining, defending or realising its 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 motor vehicle shall not prejudice the right of the Government to sue the Borrower or his personal representatives for the said balance remaining due and interest or in the case of the motor vehicle 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 Government, he, the Borrower will ensure and keep insured the said motor vehicle against loss or damage by fire, theft, or accident with an Insurance Company to be approved by the Accountant-General, Haryana and will produce evidence to the satisfaction of the Accountant-General, Haryana that the Motor Insurance Company with whom the said Motor Vehicle is insured have received notice that the Government is interested in the policy AND the Borrower hereby further agrees that he will not permit or suffer the said motor vehicle 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 vehicle the Borrower will forthwith have the same repaired and made good.

Schedule

Description of Motor Vehicle. Maker's name Description No. of cylinders Engine Number Chassis No. Cost price. In witness thereof the parties have hereunto set their respective hand on the day and year first above written. Signed by the Borrower 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 of Haryana in the presence of -

1. _____

(Signature of the Witness)

(Signature and designation of the Officer).

Name and designation of the Borrower _____ Form III Form of the clause to be inserted in Insurance Policies.

1. It is hereby declared and agreed that Shri _____ (the owner of the motor-car hereinafter referred to as the insured in the Schedule to this policy) has hypothecated the motor-car to the Governor of Haryana (hereinafter the Government) as security for advances for the purchase of the motor-car and it is further declare and agreed that the Government is interested in any moneys which [sic] for this endorsement be payable to the

insured under this policy in respect of the loss or damage to the said motor-car (which loss or damage is not made good by repaid reinstatement, or replacement) and such moneys shall be paid to the Government as long as it is the mortgagee of the motor-car and its receipts shall be full and final discharge to the company in respect of such loss or damage.

2. Save as by this endorsement expressly agreed. Nothing herein shall modify or affect the rights or liabilities of the insured or the company respectively under or in connection with this policy or any term, provision or condition thereof.

[Published vide Legislature Supplementary Part III dated 21.5.1985, P. 442.]