

The United Provinces Agriculturists Relief Rules, 1935

UTTAR PRADESH

India

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Rule

THE-UNITED-PROVINCES-AGRICULTURISTS-RELIEF-RULES-1935 of 1935

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1.

If in any proceeding under this Act the creditor alleges that the debtor is not art agriculturist within the meaning of the Act, because the debtor is assessed to more income-tax than that laid down in the second proviso to Section 2 (2) of the Act, than -(a)[If the debtor admits that he was assessed to income-tax either for the last financial year for which assessments have been made by the Income-tax Department or for the year in which the suit was filed or for any of the years in which the loan or loans in suit were advanced, the onus of proving that he was not assessed to more income-tax than that laid down in the second proviso of Section 2 (2) of the Act, in any such year shall be upon the debtor, who can discharge that onus by the production of the challans or receipts for the income-tax to which he was assessed] [Substituted by Noti. No. 48 Rev., dated 18/19th May, 1936].(b)[If the debtor asserts that he was not assessed to income-tax either for the last financial year for which assessments have been made by the Income-tax Department or for the year in which the suit was filed or for any year or years in which the loan or loans in suit were granted, the court shall inquire from the Income-tax Officer of the circle concerned, whether the debtor was assessed to any income-tax at all in the financial year for which the debtor asserts that he was not so assessed. If the reply is to the effect that some income-tax was assessed in any of those years, then the onus of proving that the amount was not in excess of that laid down in the second proviso to Section 2 (2) of the Act in that year lies on the debtor who can discharge that onus by the production of the challans

or receipts for the income-tax to which he was assessed] [Substituted by Notification No. 48 Rev., dated 18/19th May, 1936].

2.

A application for redemption presented under Section 12 of the Act shall be in the following form and shall contain the particulars specified [therein] [Please See Appendix I];

3. [

The powers of a Collector under Chapter III of the Act are under sub-section (1) of Section 22, hereby conferred on every Assistant Collector of the first class who may, by any general or special order in writing of the Collector, be entrusted with the disposal of applications under that chapter] [Substituted by Notification No. 639-(9)/(1), dated April 9, 1942].

4.

(1)Every creditor shall regularly record and maintain a correct account for each agriculturist debtor of all transactions relating to each loan advanced to that debtor in one or other of the following forms A, B or [C] [Please See Appendices II, III and IV];Provided that where there is a current account is shall be sufficient for the creditor to keep one account of all transactions relating thereto.In the term "current account" in this proviso, will be included in the case of banks all accounts, such as overdrafts, cash credits, pronote accounts, etc. which are maintained in the form of current accounts.(2)As soon as possible after the date on which the Act comes into force the creditor shall open an account in one or other of the prescribed forms A, B or C for each existing loan, whether taken before or after the Act came into force with a statement showing the balance or amount of principal and interest outstanding against the debtor at the date on which the account is opened.

5.

The creditor shall not calculate or enter a rate of interest in excess of that admissible under the Agriculturists' Relief Act.

6.

Interest on an advance should be worked out up to the date of each repayment towards liquidation of such advance; and, where an advance or any part of it is outstanding at the close of the year, interest should be calculated on the balance of the principal from the date of the last instalment of repayment, if any, to the end of the year:Provided that in the case of the banks the requirements of this rule will be met by their present practice of the entry of decimals in the account on each day that a transaction takes place, and the calculation of interest at periodic intervals on the basis of those decimals.

7.

With reference to Section 29 of the Act, where a part-payment is made on an unsecured loan taken after the date on which the Act came into force, the account should be adjusted and interest re-calculated at the secured rate if final payment is made within the specified time.

8.

(1)The account of every loan maintained under Rule 4 shall be made up annually and the balance shall be struck on one or other of the following dates : (i)the Dasehra festival; (ii)the Diwali festival; (iii)September 30; (iv)December 31; or (v)March 31. (2)The creditor shall record in each account the date selected by him for the purpose of sub-rule (1), and on the first occurrence of that date after the Act comes into force, or after the loan is taken, as the case may be, and thereafter annually on that date the account shall be made up and a balance struck.

9.

Within one month after the making up of the account under rule 8 the creditor shall supply each agriculturist debtor every year with a full and correct statement of account of any balance or amount outstanding on each separate loan in the following form D, which must include all transactions entered into during the year to which the statement relates : Provided that where there is a current account it shall be sufficient for the creditor to furnish particulars of the balance due on the whole amount. In the case of banks, the requirements of this rule will be met if a full statement of the account has been supplied by means of a passbook or otherwise from time to time throughout the year, and intimation is given, within one month from the date selected for making up accounts, of the amount of the balance remaining due on that date.

10.

The statement of account shall be furnished to the debtor by registered post, acknowledgment due. The postal registration and acknowledgment charges shall be recoverable by the creditor as though they were a loan advanced in cash to the debtor, and shall be duly entered in the loan account.

11.

Where a debtor has agreed in writing to accept the statement of account by personal delivery, it shall not be incumbent on the creditor to send such statement in the manner prescribed by rule 10. In such cases the debtor shall give a written receipt for each statement of account delivered personally to him.>

12.

(i)When a schedule bank makes advances against current accounts, as defined in the proviso to sub-rule (1) to rule 4, the following documents will be deemed to satisfy the requirements of section 39 of the Act:(1)A letter from the bank to the borrower giving full details of the limit of the accommodation made available to the borrower and the other particulars required by the Act.(2)The bank's ledgers.(ii)for the purposes of sub-section (3) of section 39, a copy of the bank's letter to the debtor mentioned in (i) above will suffice.Note. - A schedule bank included in the second schedule of the Reserve Bank of India Act, 1934.

13.

With reference to section 40, sub-section (2) of the Act, the State Government are pleased to approve the following form of bond in respect of which no copying fee shall be leviable if a bond is executed on such form printed under authority of the State Government.Appendix IIN THE COURT OF ----- SUBORDINATE JUDGE/THE MUNSIF OF/COLLECTOR-----Applicant.versus----- party.Application for redemption of mortgage under section 12 of the (Uttar Pradesh] Agriculturists' Relief Act, 1934.Respectfully sheweth -Mortgagor .

1. That the applicant is the representative of the mortgagor of the property sought to be redeemed.

2. That the following are the particulars of the mortgage :

(a)Date(b)Name of the mortgagor.....Name of the mortgagee.....(c)Sum secured Rs.....(d)Rate of interest.....(e)Property subject of the mortgage.....(f)Condition of redemption.....(g)Amount now due under the mortgage,.....(i)by way of principal Rs.(ii)interest Rs.Total Rs.(h)Date on which the principal money became due.....

3. (If the applicant is the mortgagor's successor-in-title, state, facts showing derivation of title.)

4. (If the opposite party is the mortgagee's successor-in-title, state facts showing derivation of title.)

5. That the applicant is an agriculturist as (state facts showing how the applicant comes within the definition of "Agriculturist").

6. That the mortgagor was at the time of mortgage an agriculturist as (state facts showing how the mortgagor came withing definition of "Agriculturist").

7. That the applicant deposits the said sum of Rupees.....to the credit of the opposite party.

The applicant, therefore, prays that the said mortgage be redeemed (and possession of the mortgaged property be re- delivered to him).Verification.(Signature of Applicant)Appendix IIForm A(Rule 4)Loan account of..... son of....., caste....., residenceDate as at which account is made up.....

		In the case of unsecured loans, the date by which repayment must be made to earn the benefit of Section 29.		Payment credited towards					
Principal or balance of principal if brought over from previous year		Particular of loan, whether cash or in kind, secured or unsecured if in kind, specify quantity		Amount of case or value of loan in kind, where repayable in cash					
Serial number of loan	Date of advancing loan			Rate of interest	Date of repayment	Principal	Interest	Remarks	
1	2	3	4	5	6	7	8	9	10
	Total repayment towards the loan during the year. Balance, if any at the end of the year.								

Note. - If the loan was taken in kind and is being repaid in kind, the entries in columns 8 and 9 will be in kind. If (he loan was taken in cash and is being repaid in part or altogether in kind, the entries

in columns 8 and 9 will be the cash equivalents of the payments in kind, and the details of the payments in kind will be shown in column 10. Appendix III Form B (Rule 4) Bahi Khata Loan account of....., son of..... caste..... residence..... Date as at which account is made up

Cr.	Dr.	
15	20	
	Ram	
	Adhin	
Payment made by Ram Adhin	Pandey	
on	is given	
	a loan	
	on	
Principal	Interest	Rate of Interest, if repaid by_____
After_____		
Balance if any, at the end of the year.		
Principal	interest	15
	Ram Adhin Pandey is given a	
	loan on	
	Rate of Interest, if repaid	by_____
	After_____	

Appendix IV FORM C (Rule 4) (Suitable for banks)..... Name of debtor..... Resident of.....'..... Date as at which account is made up..... District.....

Date	To or By	Particulars	Rate of interest	Dr. Amount	Cr. Amount	Dr. or Cr.	Balance	No. of days	Decimals
1	2	3	4	5	6	7	8	9	10
Rs.	P.	Rs.	P.	Rs.	P.				
1935		Amount advanced on the mortgage-deed dated.....for Rs.....atpercent, to be repaid on or before..... by equal half-yearly installments of Rs.onand.....each year commencing							

from.....interest
is to be paid in addition
to the installments on
.....and
.....in each
years

Form D(Rule 9)Statement of Annual AccountLoan account of....., son of....., caste.....,
residence.....for the year ending on.....Rate of interest of secured
loan.....Rate of interest of unsecured loan (a) if paid by specified date.....(b)if
paid after specified date.....

Payment credited during the year towards		Balance outstanding at the end of the year					
Serial number of loan	Date of loan	Principal amount of loan or balance of principal if brought over from previous year	Amount of the interest, if any brought forward	Principal	Interest	Principal	Interest
1	2	3	4	5	6	7	8

Total for all loans outstanding against the debtor. Signature of creditor or agent. Form of

Bond I.....Son of.....by caste.....and residing
at.....pargana.....tahsil.....district.....Having borrowed
Rupees.....(half of which is Rupees.....(or, being liable for
Rupees.....(half of which is Rupees.....on account of..... from/to.....son
of.....by caste.....and residing at.....pargana.....tahsil.....district.....hereby agree
as follows :.....

1. That I shall repay to the said..... his heirs, representative, successors or assigns the principal sum of Rupees.....on demand (or, on the.....day of..... and so long as any part of the said principal sum shall remain outstanding I shall pay simple interest at the rate of.....per cent. per annum (or, compound interest at the rate of.....per cent. per annum with yearly rests)

or, that I shall repay to the said [.....] [Name of the creditor] his heirs, representatives, successors or assigns the said sum of Rupees.....with interest at the rate of.....per cent. per annum in the following instalments.....

2. That if I repay the said sum of Rupees.....on or before the.....day of.....the interest stipulated in clause I shall be reduced to.....per cent. per annum.

Dated the.....day of.....19.(Signed)Witnessed
by(1).....(2).....Written by