MANIPUR MINISTERS, SPEAKERS AND CHAIRMAN HILL AREAS COMMITTEE OF THE LEGISLATIVE ASSEMBLY (GRANT OF MOTOR CAR ADVANCE) ACT, 1976

Daee Assent . Oate of Pubiicafi081 THE MANIPUR MISI'STERS, SPEAKERS AND CHAIRMAN HILL AREAS COMMITTEE OF THE LEGISLATIVE ASSEMBLY (GRANT OF MOTOR CAR ADVANCE) 1976. to provide for the facilities for grant of Motor Car Advance to the Ministers, Speakers and Chairman Hili Areas Committee of the Legis- lative Assembly. It is hereby enacted in the Twenty-seventh year of the Republic of India as tOllows : (1) This Act may be called the Manipur Ministers, Speakers 1. and Chairman, Hill Areas Committee of the Legislative Assembly (Grant of Motor Car Advance) Act, 1975. (2) Tt shall come into force with immediate effect

2. Jn this Act, unless the context otherwise requires : Short title and com- mencement. Definitions. (a) "Chairman" means Chairman of the Hili Areas Committee of the Legislative Assembly, Manipur , (b) "Form" means a form specified in the Schedule appended to this Act • (c) "Minister" means a member of the Council of Ministers by what name called, and includes a Minister of State and a Deputy Minister (d) "Speaker" means the Speaker of the Legislative Assembly of Manipur and includes Deputy Speaker . (e) words and expressions not defined herein but defined in the Salaries and Allowances of Ministers (Manipur) Act, 1972 (Manipur Act No. 3 of 1972) shall have the meaning respectively assigned to them in that Act

3. The total amount of advance which may be granted to a Minister for the purchase of a motor car shall not exceed sixteen Amount of thousand rupees or sixteen months' salary of tbe Minister er the anti- advance.cipated price of the motor car whicbever is less. If the actual price of the motor car paid by the Minister is less than the amount of the advance? the Minister shall refund the balance to the Government forthwith. EXPLANATION. 1-2For the purpose of this section "salary!' does got include conveyance and other allowances, (2) EXPLANATION. 2 In this section the expression "actual price" includes sales tax and cost of such items, e.g. spare wheel, tyre and tube on the purchase of which the purchaser has no choice. It does not, however, cover the cost of certain accessories, e.g. radio in a car, plastic covers, which are not essential and are purchased by the customer Insurance and registration charges of the vehicles of his own volition. are also not included in the "actual price" and shall also cover in the case of first purchase the following items— R ecovery of Advance. Commence- ment of Eco very. Interest. Instalments of interest. Recovery of balance before vaca- ting omce. Restriction on gale or transfer. Refund of advanw (i) Cost of transportation of the conveyance upto the place of duty of the Minister at the time of purchase irrespective of whether the transport is arranged by the distributors or by the Minister himself ; and (ii) the octroi charges actually paid

4. Recovery o.' an advance granted to the Minister for the pur- chase of a motor car shall be made from him in such number of equal monthly instalments as he may elect, but such number shall not be more than sixty. The Minister may, at his option, repay more than one instalment in a month, the instalment or instalments so repaid being equals or of the regular monthly instalment

5. The recovery of the advance shall commence on the first issue of his salary after the advance is drawn, by way of deduction from In case the Minister intends to repay by making any further his bill.instalment during the peliod before the issue of his subsequent salary, the same may be made through chalan

6. Simple interest at such rates as may be fixed by .the Government from time to time shall be charged on an advance granted to a Minister for the purchase of a motor car. Such interest shali be calculated on the balance outstanding on the last day of each month

7. The amount ot interest calculated under section 6 shall be recovered the minimum number of monthly instalments, the amount of each such instalment being not greater than the amount of instalment fixed for the recovery of the advance, commencing on the month immediately following that in which repayment of the advance is eompleted

8. Where a Minister vaca tes omce before the completion of repay- ment of the advance drawn by him, the entire balance remaining vnpaid out of the advance SD drawn together with interest due the eon shall be repaid by the Minister in one lump sum before he vacates ofice : 9.A Minister shall

not sell or transfer the motor car for so long as the amount of advance together with the interest thereon is not eompletely repaid, except with the permission of the Governor, 10. Unless the Minister who is sanctioned an advanee for the purchase of a motor car completes the purchase of, and pays for, the motor car within one month from the dat! on which he draws the advance, heishall refund forthwith the full amount of advance drawn togethe with interest on that amount for one month : (3) that the Governor may, if for special reasons he tynks at, the period of one month upto a period of two months

Form I. On completing the purchase of the motor car, he shall also execute within one month from the date of purchase, a mortgage bond in Form 11 hypothecating the motor car to the Governor as security for advance. 12. (I) A Minister who purchases a motor car with an advance obtained fiom the Government shall, from the date of its purchase comprehensively insure, and so long as the advance and the interest on such advance is not fully repaid, keep so insured the motor car against loss or damage by fire, theft or accident. (2) An insurance proposal in Form Ill shall be forwarded by the Minister to the Accountant General, Manipur through the Government of Manipur in the Finance Department

13. The amount for which a motor car is insured for any period shall not be less than the outstanding balance of the advance, with interest accrued, at the beginning of tbat period but if such amount is less, the difference shall be refunded to the Government forthwith in not more than three equal monthly instalments

14. In so far as the provisions for sale, transfer, insurance, or mortgage of the motor car purchased with the advance granted to a Minister or for the mode of calculation of interest on the advance or for repayment tbereof have not been made by this Act, the matters shall be regulated by the rules and decisions of the Government of India as laid down in the General Financial Rules from time to time and applicable to Class I Oficers serving in connection with the State of Manipur

15. The foregoing provisions of this Act shall mutatis mutandis apply to the grant of motor car advance to, and its repayment by the Speaker and Chairman of the Hill Areas Committee and to all other matters relating thereto as they apply to the grant of such advance to and its repayment by a Minister.16. (1) On and from the date of commencement of this Act and existing the Manipur Ministers and Speaker (Grant of Motor Car Advance) Rules, 1965 shall stand repealed. (2) Anything done or any action taken (including any fication, order, Form, made or issued) under the repealed Rule shall in so l'ar as it is not inconsistant with the provision of this Act, continue in force unless and until it is superseded by any-thing done or any action taken in accordance with law, Agremet and mort* gage bondm Amount or insurance. Applicabili- ty of rules and decisions of Govt. of Manipur to certain matters. Applicabili- ty of rules to speaker and Chair- man of the Bill Areas Committee. Repeal and Saving. SCHEDULE

FORM 1 C See section 11) FORM OF AGREEMENT TO BE EXECUTED BEFORE DRAWING AN ADVANCE FOR THE PURCHASE OF A MOTOR VEHICLE An AGREEMENT made on of—— one thousand nine hundred and BETWEEN (hereinafter called the Borrower which expression Shail include his heirs,•administrators, executors and legal representatives) of the one part and the Governor of Manipur (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 Manipur Ministers, Speakers and Chairman of the Hill Areas Committee (Grant of Motor Car Advance) Act, 1975 (hereinafter referred to as the said Rules which expression shall include any amendments thereof for the time being in force) applied to the Governor for a loan of Rs.—— for the purchase of a motor vehicle 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 hereto that in consideration of the sum of —to be paid by the Governor to the Borrower, the Borrower hereby agrees with the Governor (1) to pay the Governor the said amount with interest calculated according to the provision of the Act by monthly deductions from his salary as provided in the said Act and hereby authorises the Governor to make such deductions, and (2) within one month from the date of payment of the said sum to expend the full amount of the said loan in purchase of a motor vehicle or if the actual price paid is less than the loan, to repay the difference to the Governor forthwith, and (3) to execute a document hypothecating the said motor vehicle to the Governor as security for the amount to be lent to the Borrower as aforesaid and interest in the form provided by the said Rules and IT IS HEREBY AGREED AND DECLARED THAT IF THE MOTOR VEHICLE has not been purchased and hypothecated as aforesaid within one month from the date of the payment of the said sum or if the Borrower within that period becomes insolvent or quits offce or lies, the whole amount of the loan and interest accrued thereon shall immediately become due and payable. IN WITNESS whereof the BORROWER and— —z; foc and on behalf of the Governor have hereunto set their hands the day and year first before written. * Signed by the said— in the presence of 1. 2. (Signature of witnesses (Signature and designati01i of the Borrower) Signed by (name and designation) for and on behalf- of the Governor of Manipur in the presence of 2. (Signature of witness) (Signature and designation. of the Offcer * Name and designation of the Borrower, (6) FORM 11 (See section 11) FORM OF MORTGAGE BOND FOR MOTOR VEHICLE INITIAL ADVANCE THIS INDENTURE made this one thousand nine hundred and day of — BETWEEN (hereinafter called "the Borrower which expression shall include his heirs, administrators executors and legal representatives) of the one part and the Governor of Manipur (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 Rupees to purchase a Motor vehicle under the Manipur Minister, Speaker and Chairman Hill Areas Committee (Grant of Motor Ca.r Advance) Act, 1975 (hereinatter referred to as "the said Act". 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 i" was that the Borrower will/would hypothecate the said Mot0i• vehicle to the Governor as a security for the amount lent to the Borrower ; AND WHEREAS the Borrower has purchased with or partly with the amount so advanced as at'cresai(l Motor vehicle particulars whereof are set out in the Schedule hereunder written. NOW THIS INDENTURE W!TNESSETH in pursuance of the said agreement and for the consideration aforesaid the Borrower doth hereby convenant to pay to the Governor the sum of Rs. aforesaid or the balance thereof remainintr unpaid at the 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 rema.ining due and owing calculated according to the said Act and the Borrower doth agree that such payments may be recovered by monthly deduct.ions from his salary in the manner provided by the said Act. And in further pursuance of the said agreement the Borrower doth hereby assign and transfec unto the Governor 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 Rule» And the Borrower doth hereby agree and declare that he has paid in full the purchase price of the said MotDr Vehicle and that the same is his 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 Vehicles ; (7) PROVIDED ALWAYS, and it is hereby agreed and declared, that if any of the said instalments o? 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 cease to be in Offce or if the Borrower shall sell or pledge or part with the property in or possession of the said Motor Vehicle or become insolvent or make any compositicn or arrangement with his creditors or if any person shall take proceedings in execution 01 any decree or judgement 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 that the Governor may on the happening . of any of the events herein be€ore mentioned seize and take possession of the said Motor Vehicle and either remain in possessinn thereof without removing the same or else may remove and sell the said Motor Vehicle either by public auction or private con- tract and may out of the sa!e- money retain the balance of the said advance then remaining unpaid and any interest due thereon calculated as aforesaid and ail costs charges; expenses azd payments properly defending or realising his rights incurred or made in maintaining, hereunder and •shall Da.y over the surplus, if •any, to the Borrower, his executors, administra.*ors or personal representatives: PROVIDED FURTHER that the aforesaid power of taking possession ot selling of the said Motor Vehicle shall not prejudice the right of the Governor, to sue the Borro•vrr 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 Governor, the Borrower, will insure and keep insured the said Motor Vehicle against loss or damage by fire, theft, or accident with an insurance Company to be apnraved by the Accountant General con- cerned and will produce evidence to the satisfaction of the Accountant General that the Motor Insurance Company with whom the said Motor Vehicle is insured have received notice that the Governor is interested in the Policy; and the Borrower hereby further agrees that be will not permit or surer 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 the Borrower further agrees 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. Destription of Motor Vehicle Maker's Name Description No. of Cylinders Engine Number. Chassis No. Cost Price. (S) IN WITNESS WHEREOF THE said name) and and on behalf have hereuzto hands the day written. (Borrower's for of the Governor set their respective and year first above l. Signed by the said In the presence ot' (Signature of Witness) Signature and designation of I Borrower. Signed by (name and designation for end on behalf of the Governor of Manipur in the presence ot' 1

2. Signature and designation of O mce.r. (Signature of Witness) *Name and designation of the Borrower. (9) THE MANIPUR MINISTERS, SPEAKERS AND CHAIRMAN, HILL AREAS COMMITTEE (MOTOR CAR ADVANCE) Act 1975.

FORM 111 (See section 12) LETTER INTIMATING TO THE INSURANCE COMPANY GOVERNMENT'S INTEREST IN INSURANCE POLICIES From To Dear Sir, OF MOTOR CARS, ETC. (Through the Accountant General) I am to inform you that the Governor of Manipur is interested in the Motor Car insurance Policy No. . secured in your Company and to request .that you will kindly insert a clause to the following effect in the policy : FORM OF CLAUSE TO BE INSERTED IN THE INSURANCE POLICY "It is hereby declared and agreed that Mr. 1. (the owner of the Motor Car, hereinafter referred to as the insured in the schedule to this policy) has hypothecated the Car to the Governor of Manipur (hereinafter called the Governor) as security for an advance for the purchase of the Motor Car and it is further declared and agreed that the Governor is interested in any monies which, but for this endorsement, may be payable to the said Mr. (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 repair, reinstatement or replacement) and such monies shall be paid to the Governor as long as he is the mortgage of the Motor Car and his receipt 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 effect the rights or liabilities of the insured or the Com- pany, respectively, under or in connection with this policy or any term, provision or connection thereof." Place Date Yours faithfully, Forwarded. The receipt of the letter may kindly be acknowledged. It is also requested that the undersigned may kindly be informed whenever any claim is paid under the policy and also if _the premium is not periodi- cally paid for renewal. Place Date. (Signature) (Designation of the Accounts Offcer) STATEMENT OF OBJECTS & REASONS The existing Manipur Ministers and Speaker. (Grant of Motor Car Advance) Rules, 1965 does not provide for lhe grant of Motor Car advance to State Minister, Deputy Speaker and Chairman, Bill Areas Committee. The existing Rules relates to the period when Mani- pur was a Union Territory as such it is essential to frame fresh Rules. The Council of Ministers in its 40th Cabinet Meeting decided to promulgate on Ordinance providing provisions for Motor Car Advance to the Minister of State, Deputy Minister, Deputy Speaker and Chairman, Hill Areas Committee of the Legislatives Assembly, Hence the draft Imphal, the ...1976 R.K. DORENDRA SINGH