

KARNATAKA LEGISLATURE SECRETARIAT

NOTIFICATION

No. Acts-I/437/PRRR/2009, Bangalore, Dated 18th February, 2010

THE KARNATAKA LEGISLATURE (PENSIONERS RE-IMBURSEMENT OF TRAVEL EXPENSES BY RAILWAYS) RULES, 2009

In exercise of the powers conferred by Section 15 read with Section 11(A) of the Karnataka Legislature Salaries, Pensions and Allowance Act, 1956 (Karnataka Act 2 of 1957) the Special Board of Karnataka Legislature hereby makes the following rules, namely:-

1. Title and commencement.- (1) These rules may be called the Karnataka Legislature (Pensioners Re-imburement of Travel Expenses by Railways) Rules, 2009.

(2) They shall be deemed to have come into force from the first day of January, 2009.

2. Definitions.- In these rules, unless the context otherwise require-

(i) 'Act' means the Karnataka Legislature Salaries, Pensions and Allowance Act, 1956 (Karnataka Act 2 of 1957).

(ii) 'Pensioner' means a person eligible for pension under the Act.

(iii) 'Secretary' means the Principal Secretary of Karnataka Legislature and includes the Secretary of the Karnataka Legislative Assembly/Legislative Council, Additional/Joint Secretary, Karnataka Legislative Assembly/ Legislative Council, Deputy Secretary of the Karnataka Legislative Assembly/Legislative Council and Under Secretary of the Karnataka Legislative Assembly / Legislative Council.

3. Re-imburement of Travel Expenses.-

(1) Subject of the provisions of these rules, every pensioner may travel singly or with a companion by train in the first class / second class A/C in India. he shall be entitled to re-imburement of actual travel expenses and to a maximum of 35,000 km per annum subject to the following conditions namely:-

- (i) the pensioner shall furnish the details in the prescribed form with railway tickets number and the fare paid for such journey, so as to claim the benefit of reimbursement of the actual fare paid;
- (ii) railway fare paid by the pensioner, shall be reimbursed by the Secretary, Karnataka Legislature, by Cheque;

- (iii) Claim for reimbursement shall be valid for the year reckoned from the first day of March to the last day of February of next year and should be claimed within three months from the date of journey;
- (iv) the companion so travels with the pensioner should have performed the journey by the same time along with the pensioner for the purpose of claiming reimbursement.

By Order and in the name of the Special Board

H.M. BHARATESH
Principal Secretary,
Karnataka Legislature.

KARNATAKA LEGISLATURE

FORM 1

(See Rule 3)

Application for Motor Car /Motor Cycle/ Scooter Purchase Advance to
Members of Legislative Assembly/Legislative Council.

1. Name of the Applicant
(in Block Letters).
Applicant's Designation

2. District Station

3. (i) Salary
(ii) Other Allowances

4. Anticipated price of Motor
Car/Motor Cycle.

5. Amount of advance required

6. Date/Month of expiry of term

7. Number of instalments in which
the advance is desired to be
repaid.

8. Whether the intention is to purchase:-
 - (a) A new or an old Motor
Car/Motor Cycle.
 - (b) If the intention is to purchase Motor Car/ Motor Cycle through a person
other than a regular or reputed dealer or agent.

10. Are any negotiation or Preliminary enquiries being made so that delivery of the Motor Car/Motor Cycle may be taken within one month from the date of drawal of the advance.

11. (a) Certified that the information given above is complete and true.

(b) Certified that I have not purchased the Motor Car / Motor Cycle on account of which I apply for the advance that I shall complete negotiations for the purchase of pay finally and take possession of the Motor Car/Motor Cycle before the expiry of one month from the date of drawal of the advance that I shall insure the Motor Car/Motor Cycle with General Insurance Corporation of India or any Subsidiary Company thereto in accordance with the rules and that I shall abide by the rules relating to the grant of advances to the Members of Karnataka Legislature for the Purchase of Motor Car/Motor Cycles.

Applicant's Signature

FORM II

[See Rule 6(2)]

Form of Agreement to be executed before drawing an advance for the purchase of Motor Vehicle.

AN AGREEMENT made on day of two thousand and
.....BETWEEN.....

..... (here in after called the Borrower, which expression shall include his heirs, administrators, executors and legal representatives) of the one part and the Governor of Karnataka (hereinafter referred to as sanctioning authority which expression shall include his successors in Office) of the other part. Whereas the Borrower has under the provisions of Legislators Scooter Rules 1985 of the Karnataka Legislature Salaries, Pensions and Allowances (Grant of Advance to the Members of Legislature for purchase of Motor Car and Motor Cycle) Rules 1985, (hereinafter referred to as the said Rules which expression shall include any amendments there for the time being in force) applied to the Sanctioning Authority for a loan of Rs....., for the purchase of a motor vehicle and whereas the Sanctioning Authority 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 Rs..... to be paid by Borrower, the Borrower hereby agrees with the sanctioning authority (1) to pay the sanctioning authority the said amount with interest, and Penal interest if any, leviabale calculated according to the said Rules by monthly deduction from his salary pensions and allowances as provided in the said Rules and hereby authorises the sanctioning authority 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 the purchase of a motor vehicle to or if the actual price paid is less than the loan to repay the difference, the sanctioning authority forthwith, and (3) to execute a document hypothecating the said motor vehicles to the sanctioning authority as security for the amount lent to the Borrower as aforesaid and interest and penal interest, If any, leviabale in the form provided by the said Rules AND IT IS HEREBY LASTLY, 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 cease to be the member or dies, the whole amount of the loan and interest and penal interest, if any, leviabale, accrued thereon 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 in the presence of

.....
.....
.....

(Signature of witness)

Signed by (Name and designation).

.....

for and on behalf of the Governor of
Karnataka in the Presence of

.....
.....

.....

(Signature of witness)

.....

(Signature and designation
of the Borrower).

.....

(Signature and designation
of the Officer).

* Name and designation of the Borrower.

FORM III

[See Rule 6(2)]

**Form of Mortgage Bond for Motor Vehicle
(Car or Motor Cycle) Advance**

This Indenture made this.....day of.....Two thousand and BETWEEN(hereinafter called "the Borrower" which expression shall include heirs, administrators, executors and legal representatives) of the one part and the Governor of Karnataka (hereinafter called the 'Sanctioning authority' which expression shall include his successors in office) of the other part, WHEREAS the Borrower has applied for and has been granted advance of Rupees..... to purchase a motor car/Motor Cycle on the terms of the Motor Car/Motor Cycle/Scooter rule 1985. The Karnataka Legislature Salaries, Pensions and Allowances (Grant of Advance to Members for Purchase of Motor Car and Motor Cycle) Rules, 1985 (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 granted to the Borrower is that the Borrower will hypothecate the said motor-Car/Motor Cycle 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 Car/ Motor Cycle particulars whereof re-set out in the schedule hereunder written.

Now this Indenture witnesseth has in pursuance of the said agreement and for the consideration aforesaid the Borrower both hereby coavenent to pay to the sanctioning authority the sum of Rs..... aforesaid 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 both agree that such payments may be recovered by monthly deductions from his salary, pensions and allowances in the manner provided by the said Rules, and the Borrower both hereby assign and transfer unto the sanctioning authority the Motor Car/Motor Cycle the particulars whereof are set out in the Schedule hereinto written by way of security for the said advance and the interest thereon as required by the said Rules.

And the Borrower both hereby agree and declare that he has paid in full the purchase price of the said Motor-car/Cycle and that the same is his absolute property and that he has not pledged and so long as any money remains payable to the Sanctioning authority in respect of the said advance will not sell, pledge or part within property in or possession of the said Motor-car/Motor cycle. PROVIDED ALWAYS and it is hereby agreed and declared that if any of the said instalments of principle or interest, shall not be paid or recovered in manner aforesaid within ten days after the same is due or if the Borrower shall die or at any time ceases to be a member of LA/LC or if the Borrower shall sell or pledge or part with the property in

possession of the said Motor-car/Motor cycle 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 sanctioning authority may on the happening of any of the events hereinbefore mentioned seize and take possession of the said Motor car/Motor Cycle and either by public auction or private contract and may out of the sale moneys retain the balance of the said advance then remaining unpaid and any interest due thereon calculated as aforesaid and all costs, charges, expenses and payments properly incurred or made in maintaining, defending or realising sanctioning authority 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 on selling of the said motor Car / Motor Cycle shall not prejudice the right of the sanctioning authority, to use the Borrower or his personal representatives for the said balance remaining due and interest or in the case of the motor Car / Motor Cycle 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 sanctioning Authority, he the Borrower will insure and keep insured the said motor Car / Motor Cycle against loss or damage by fire, theft or accident with the General Insurance Corporation of India or any subsidiary company thereto and will produce evidence to the satisfaction of the Audit officer that the said Corporation or the Company whom the said motor Car / Motor Cycle is insured have received notice that the sanctioning authority is interested in the policy AND hereby further agrees that he will not permit or suffer the said motor Car / Motor Cycle 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 / Motor Cycle the Borrower will forthwith have the same repaired and made good.

THE SCHEDULE

Description of Motor-Car / Motor Cycle

Maker's Name

Discription

No. of Cyclinders

Engine Number

Chassis No.

Cost Price.

In witness where of the said (Borrower's name) has hereinto
his hand the day year first above written

Signed by the said in the presence of

1.
.....

2. Signature of Witnesses
& their designation

Signature & Designation
of the Borrower

KARNATAKA LEGISLATURE SECRETARIAT

Sub: Waiving off of outstanding dues in respect of Motor Car Advance to the Members of Legislature, in case of death.

- READ:** 1) U.O. Note No. Acts-I/MCA/WPI/LA-LC/96-97, dated 5th February 1997.
- 2) U.O. Note No. Acts-I/MCA/WPI/LA-LC/96-97, dated 2nd August 1997.
- 3) Letter No. FD 469-Exp-7-97, dated 3rd September 1997.

PREAMBLE:

Under the provisions of Karnataka Legislature Salaries, Pensions and Allowances (Grant of Advance to the Members of Legislature for purchase of motor car and motor cycle) Rules, 1985, the members of Karnataka Legislature are granted, the Motor Car Advance for purchase of a Motor Car and the same is being recovered along with interest from the salary of concerned members as per the provisions of the said Rules.

In some of the cases, on the event of death of the Hon'ble members, the legal heirs of deceased members have requested the Hon'ble Board to waive off the outstanding balance and interest thereon in respect of the Motor Car Advance drawn by the deceased members.

Information from different States has been obtained in this behalf. In the States of Punjab and Mizoram there is a provisions to waive off the outstanding dues in respect of Motor Car Advance drawn by the members in the event of death. Therefore the Hon'ble Board has taken a decision to extend the benefit of "Waiving off" of the Motor Car Advance dues outstanding in the name of members of Karnataka Legislature also in the event of death during their term of Membership of the Houses of Legislature, w.e.f. 1-2-1996.

The Government in Finance Department was requested to accord its concurrence for the above proposal. The Finance Department has agreed to the said proposal vide their letter read at (3) above.

ORDER No. ADM-I/99 /Accts-I/MCA/97
Bangalore, dated : 8th September, 1997

The Board, after considering the matter in depth, is pleased to accord its sanction for waiving off outstanding Motor Car Advance amount including interest thereon drawn by the Hon'ble Members of Karnataka Legislature, in the event of

their death during their tenure of Membership w.e.f. 1-2-1996. Necessary amendments to the relevant rules incorporating the above provisions shall be issued separately.

This order issues in concurrence with Finance Department vide their letter No. FD-469/Exp-7-97, dated 3rd September 1997.

By Order and in the name
of the Board.

YAKUB SHARIFF,
Secretary,
Karnataka Legislature