

RESPONSIBILITY FOR LOSSES OF
PUBLIC MONEYS OR PROPERTY
[280-282]

Percentage deductions made from contractor's bills held as security for the due fulfilment of a contract should not, however, be converted into any other form of security unless a departmental rule or order makes special provision for such conversion.

Post Office Savings Bank deposits

281. The following procedure should be observed when cash tendered as security is to be deposited in the Post Office Savings Bank:-

(i) The Government servant who takes the security (the pledgee) should send a letter to the Postmaster through the person who has to furnish the security explaining the nature of the security and requiring the Postmaster to receive the deposit and issue the pass book in his (the pledgee's) name on account of the security of A (the person pledging). The person who is to furnish the security should present the letter at the Post Office with the requisite amount in cash and the Savings Bank index card in the prescribed form signed at the foot by the pledgee.

(ii) The Postmaster will deliver the Savings Bank pass book to the person pledging the security. The latter should transmit it without delay to the pledgee, and the pledgee should give him a receipt for it in the prescribed form.

282. The Government servants who have furnished fidelity bonds as a form of security deposit shall furnish cash security in one lumpsum within a period of six months, or in monthly instalments by recovery from their pay or otherwise at 20 per cent of their basic pay. The cash recovered from the Government servants towards security shall be remitted into the post office savings bank accounts to be opened in the name of

RESPONSIBILITY FOR LOSSES OF
PUBLIC MONEYS OR PROPERTY
[282-285]

the Government servants concerned. The pass books shall be pledged with the Heads of Offices or the Treasury Officers as the case may be. The fidelity bond shall be dispensed with after the cash security is received in full.

283. The form of the security bond to be executed by a Government servant at the time of furnishing security (see Article 276) will vary according to the form of security furnished - see Form 19. If a Government servant is specially permitted to furnish security partly in one and partly in another of the forms of security specified in Article 279, he should execute two bonds, one for each kind of security. A proviso should be inserted in every security bond stating that the security shall be available as security for any new post to which the Government servant may be transferred.

Registration of security bonds

284. The registration of security bond is compulsory if security is furnished in the form of immovable property - See section 17 (b) of the Indian Registration Act, 1908 (India Act XVI of 1908) and section 59 of the Transfer of Property Act, 1882 (India Act IV of 1882). When security is furnished in any other form, registration of the security bond is optional, and it need not be registered, unless in any particular case the departmental authority which takes the security bond considers that the Government's interest would be prejudiced by not registering it. In all cases where registration is considered necessary it should be done at the expense of the Government.

Custody of securities and security bonds

285. Post Office Savings Bank pass book, fidelity bonds and security bonds or agreements should be kept in the safe custody of the departmental authority which takes the security.

RESPONSIBILITY FOR LOSSES OF
PUBLIC MONEYS OR PROPERTY
[285-Cont.]

All the Post Office Savings Bank pass books should be sent to the Post Office as soon as possible after the 15th June of each year, so that necessary entries on account of interests may be made in them. The incumbents of the posts who have deposited security in the Post Office Savings Bank may be permitted to receive interest earned by them without affecting the total amount of security prescribed for the post.

The security bonds of Government servants employed in the treasuries in each district should be kept in a locked box in the double-lock strong room of the district treasury; the Treasury Officer is responsible for the safe custody of the bonds and should keep the key of the box in his personal custody.

Government promissory notes, stock certificates, Post Office cash certificates issued by the Government, municipal debentures and Port Trust bonds deposited as security should be lodged for safe custody with the Manager, Reserve Bank of India, Madras in Madras City and with the district treasury in other places, in accordance with the rules in Chapters IX and X of the Government Securities Manual.

As an exception to this rule, in the Electricity Department, Post Office cash certificates and savings certificates issued by the Government deposited as security by consumers of electricity may be kept in safe custody in a locked safe by the Superintending Engineer or the Chief Accountant concerned. In the case of securities obtained from the subordinates of the Electricity Department in the shape of Post Office Savings Bank pass books, Post Office cash certificates or National Savings Certificates, the securities as well as other bonds, etc. may be held in custody by the Superintending Engineer or Accounts Officer, in the case of Tamil Nadu Electricity System or the

**RESPONSIBILITY FOR LOSSES OF
PUBLIC MONEYS OR PROPERTY
[285-Cont.]**

Chief Accountant concerned. Such securities and bonds should be entered in a separate register of securities (other than the one for entering securities from consumers, etc.) and attested by the Superintending Engineer or the Accounts Officer, Tamil Nadu Electricity System, or the Chief Accountant concerned every time an entry is made in the register in token of receipt for safe custody and when the item is released from safe custody. The register should be reviewed periodically by the Superintending Engineer or Accounts Officer, Tamil Nadu Electricity System, or the Chief Accountant concerned for crediting the interest due on the Savings Bank deposits or for release or renewal of Post Office cash certificates, National Savings certificates, etc. on the expiry of the periods. The securities should also be verified once a year with the items in the register of securities and a certificate of verification recorded in the register.

As a further exception to this rule, Government promissory notes, Post Office cash certificates and savings certificates, deposited as security by contractors and subordinates of the Cinchona Department, may be kept in safe custody in a locked safe by the Director, Cinchona Department.

As a further exception to this rule, Post Office Savings Bank Pass Books, National Savings Certificates, etc., deposited as security by the conductors, etc., of the State Transport Department, Madras may be kept in safe custody in a locked safe by the Officers specified below:-

Securities furnished by	Name of officer holding custody
(1)	(2)
(1) Store-keepers and Assistant Store-keepers attached to the State Transport Department.	Mechanical Engineer

RESPONSIBILITY FOR LOSSES OF
PUBLIC MONEYS OR PROPERTY
[285-286]

Securities furnished by	Name of officer holding custody
(1)	(2)
cont...	
(ii) Chief cash-keeper, cash-keeper, shroffs and Equipment clerks.	Accounts Officer
(iii) Conductors	Personal Assistant to Director of Madras State Transport.
(iv) Store-keepers, Assistant Store-keepers and Accountant attached to the Tamil Nadu State Transport Central Workshop, Chromepet.	Works Manager.

They should follow the procedure similar to the one prescribed for the Electricity Departments in sub-paragraph 5 above.

As a further exception to this rule, Post Office Savings Bank Pass Books, National Savings Certificates, etc., deposited as security by the conductors of the State Transport Department, Madras may be kept in safe custody in a locker safe by the traffic Superintendent (Administration). He should follow the procedure similar to the one prescribed for the Electricity Department in sub-paragraph 5 above.

286. A security deposit taken from a Government servant should be retained for at least six months from the date when he vacates his post but a security bond should be retained permanently or until it is certain that there is no further necessity for keeping it.

RESPONSIBILITY FOR LOSSES OF
PUBLIC MONEYS OR PROPERTY
{286-287}

NOTE - A security deposit taken from a conductor in the State Transport Department, Madras should be refunded to him after an interval of one month from the date on which he vacates his post, provided that the Director satisfies himself in each case no recovery as due from the conductor concerned on account of shortage of remittances, equipment, etc.

287. When a Government servant who has furnished security in one office is transferred to another office or department, the security should be retained by the first office until the period specified in the security bond has expired, so that any amounts ordered to be recovered during that period in respect of his service in the first office may be recovered from it. On the expiry of the specified period, the Government servant who took the security should release it from the pledge in his favor and pass it on to the head of the office to which the Government servant has been transferred, requesting him to return it to the pledger and obtain, and forward his acknowledgment. If the Government servant's new post is also one in which security should be furnished, the head of office should arrange, immediately on receipt of the security for return to the pledger, to get a fresh security bond executed by him and to have the security duly pledged in favour of the proper departmental authority to the extent necessary. The pledger's acknowledgment mentioned above should, however, invariably be obtained and sent to the head of the first office.

The head of the office to which the Government servant is transferred should require him to furnish security at once for any amount by which the security required for the new post exceeds that furnished in the former post. Apart from that he may, if he considers the original security sufficient, wait for it to be passed on

RESPONSIBILITY FOR LOSSES OF
PUBLIC MONEYS OR PROPERTY
[287-288]

and duly pledged again, and need not require the Government servant to furnish fresh security. He should ascertain from the head of the office from which the Government servant is transferred what amount of security he furnished there and whether any recoveries are likely to be made from it before it is passed on and should then decide whether that security will be sufficient and whether the Government servant should be required to furnish fresh security for the whole or any part of the amount.

Periodical verification of all security

288. Every departmental authority should verify periodically, and at least once a year in May, all security which it has taken in various forms from Government servants and contractors and report the result to the immediate superior authority.

This rule applies to all forms of security, including personal security or security in the form of immovable property. In verifying personal security, a departmental authority should satisfy itself as to the solvency of the surety, and in verifying security in the form of immovable property it should see that the actual market value of the property is not less than the amount of security required.

For the verification of securities lodged with the district treasury under Article 285, it is sufficient to obtain a certificate from the Collector once a year in May giving particulars of the securities deposited with the treasury for safe custody, and stating that he has checked and counted them and found them to be correct.

For the verification of securities lodged with the Reserve Bank of India under Article 285, it is

RESPONSIBILITY FOR LOSSES OF
PUBLIC MONEYS OR PROPERTY
(288-289)

sufficient to check, as soon as it appears in Tamil Nadu Government Gazette the annual list which the Bank Publishes of the securities deposited with it for safe custody, and take steps at once to have any error or omission rectified - See paragraph 112 of the Government Securities Manual.

Annual valuation of Government promissory note, etc.

289. When a Government servant or a contractor has furnished any security in the form of promissory notes of the Government, the Central Government or any other State Government or in the form of stock certificates of the Government, Central Government or any other State Government, municipal debentures or Port Trust bonds, the departmental authority which received the securities and sent them for safe custody should ascertain in May of each year whether their value, when valued at the market price of May 1st of that year or the face value, whichever is less in each case, is still sufficient to cover the amount of security required. If the total value of the securities deposited by a Government servant or a contractor, as ascertained at this annual valuation, falls short of the amount of security required plus 5 per cent by Rs.100 or more, the departmental authority should at once call on the depositor to furnish additional security to the extent of the shortage. No securities should be returned to any depositor on account of an increase in their values as ascertained at this annual valuation unless (i) the securities have appreciated so considerably that securities of the face value of Rs.100 or more could be withdrawn and the remaining securities (valued as described above) would still be sufficient to cover the amount of security required plus 5 per cent to provide against fluctuations, and (ii) the depositor submits a written request for the return of the securities that could be so withdrawn.

RESPONSIBILITY FOR LOSSES OF
PUBLIC MONEYS OR PROPERTY
(290-291)

Repayment of security deposits

290. Without the special orders of the competent authority, no security should be repaid or re-transferred to the depositor, or otherwise disposed of, except in accordance with the terms of his security bond or agreement. A departmental authority on returning any security to a depositor should invariably obtain his acknowledgment duly signed and witnessed. When an interest-bearing security is returned or re-transferred, the acknowledgment should set forth the full particulars of the security.

The percentage deductions from bills held as security in connection with contracts to execute works under the piece-work contract system should not be refunded till the final bill has been prepared and passed.

**Repayment of cash deposited in the Post Office
Savings Bank**

291. When an amount lodged in the Post Office Savings Bank as a security deposit under Article 281 is no longer required, the departmental authority to which it is pledged (pledgee) should obtain from the person who pledged the security the receipt originally granted to him for the pass book or a fresh receipt duly signed and witnessed. Such receipts should be duly numbered and filed, and the numbers should be entered in the Register of Security Deposits. After obtaining a proper receipt, the pledger should deliver the Post Office Savings Bank pass book to the person who pledged the security and furnish him with an application in the form prescribed by the Postal Department for the withdrawal of the balance at the credits of the account together with the interest due on it. The pledger should sign the application and enter the name of the person who pledged the security as that

RESPONSIBILITY FOR LOSSES OF
PUBLIC MONEYS OR PROPERTY
{291-292}

of the messenger or agent entitled to receive payment. The person who pledged the security will then be able to withdraw the amount due to him from the Post Office Savings Bank.

**Adjustment of a claim against security deposit
lodged in the Post Office Savings Bank**

292. When a pledgee has a claim on behalf of the Government against a security deposit account pledged to him in the Post Office Savings Bank [in accordance with rule 45 (f) (g) of the Post Office Savings Bank Rules] at a Post Office which has direct transactions with the treasury and the amount of the claim is to be credited to the Government, he should send the pass book to the Post Office with the usual application for withdrawal duly signed by him and with the words "To be adjusted by transfer in the Government accounts to the credit of the Department (State)" written in red ink across it. The Post Office will make the necessary entries in the pass book and send the pledgee a treasury voucher for the amount withdrawn. When the pledgee has more than one security deposit account pledged to him at the Post Office Savings Bank and applies for the withdrawal of moneys from more than one such account on the same day, the Post Office will issue only a single treasury voucher covering all the withdrawals. If the pledgee does not receive the treasury voucher by the next day after that on which he sends the application, he should call for it from the Post Office. On receipt of the treasury voucher, the departmental authority which applied for the withdrawal should verify the entries, countersign it and forward it to the Treasury or Sub-treasury Officer as soon as possible in accordance with the procedure prescribed in this connection in the Tamil Nadu Treasury Code (see instruction 19 under Treasury Rule 10).

RESPONSIBILITY FOR LOSSES OF
PUBLIC MONEYS OR PROPERTY
(292-293)

If the Post Office at which the security deposit account in the Post Office Savings Bank has been opened has no direct transactions with the treasury, the pledgee should apply to the office for the withdrawal of the amount required in the ordinary manner and on receipt of the amount, should remit it into the treasury like any other departmental receipt.

When, after a transfer or payment, a pass book shows any balance in favour of the depositor, the Post-master will return it to the pledgee. When the account is closed by a transfer or payment, the Post-master will not return the pass book to the pledgee, but will deal with it in accordance with the Post Office Savings Bank Rules.

**Security deposit of a private employer of a
Government servant on foreign service**

293. When a Government servant is to be transferred to foreign service under a private employer, the authority competent to sanction the transfer should require the employer to deposit before the transfer is sanctioned, security equivalent to three months pay of the Government servant in foreign service. The security should consist of either (i) cash paid in the nearest Government treasury as a C. Security Deposit (see Appendix 19) or (ii) securities of the Central Government or of the Tamil Nadu Government in the form of promissory notes or stock certificates endorsed or transferred in favour of the authority sanctioning the transfer of the Government servant to foreign service or other prescribed authority, or (iii) a Post Office Savings Bank deposit, the pass book for which is deposited with and pledged to that authority or (iv) Post Office cash certificates and savings certificates issued by the Government valued at their surrender value at the time of tender and formally transferred to that

RESPONSIBILITY FOR LOSSES OF
PUBLIC MONEYS OR PROPERTY
[293-294]

authority. A Post Office Savings Bank pass book so pledged should be kept in the safe custody of the authority to which it is pledged; securities of the Central Government or the Tamil Nadu Government in the form of promissory notes, Post Office cash certificates and savings certificates issued by the Government should be lodged for safe custody with the Manager, Reserve Bank of India, Madras, in Madras City and with the district treasury in other places in accordance with the rules in Chapter IX of the Government Securities Manual. The Security Deposit should be returned to the private employer after the Government servants' period of foreign service has expired and the claims of the Government and the Government servant against the private employer have been settled.

NOTE:- Municipalities, local bodies, Universities, Railways, the Court of Wards and the Indian Central Cotton Committee should not be treated as private employers for the purpose of this Article.

II. LOSSES

Reports of losses

294. When any facts indicating that a defalcation or loss of public moneys, stamps, opium, stores or other movable or immovable property has occurred or that a serious account irregularity has been committed come to the notice of any Government servant, he should inform the head of the office immediately. If it appears to the head of the office prima facie that there has been any such occurrence which concerns his office or in which a Government servant subordinate to him is involved he should send a preliminary report immediately to the Accountant-General and, through the proper channel, to the head of the department. On receipt of the information, the head of the

RESPONSIBILITY FOR LOSSES OF
PUBLIC MONEYS OR PROPERTY
[294-Cont.]

department should report the matter to the Government without delay. These reports should be sent even when the person responsible for a loss has made it good. Reports regarding a loss by way of damage to immovable property belonging to the Government should be sent in accordance with the special provisions of Article 299.

The preliminary report to the Accountant-General may be either a copy of the report to the head of the department or relevant extracts from it showing, so far as information is available at the time, the exact nature of the defalcation or loss and the circumstances which made it possible.

After sending the preliminary reports, the head of the office should investigate the matter fully without delay and take all necessary further action - see Article 300 to 302. As soon as the investigation is complete, he should send a complete and detailed final report to the Accountant-General and, through the proper channel, to the head of the department describing the nature and extent of the loss or account irregularity and the circumstances (including any breach or neglect of an existing rule) which made it possible, and stating whether any amount lost has been recovered and, if not, whether it is possible to recover it in any way. The report should also state what disciplinary action has been taken, or is recommended, against the Government servants responsible and what steps have been taken, or are recommended, with a view to prevent the recurrence of any such loss or account irregularity. The head of the department should also submit a final report to the Government giving full information on all these points and, when necessary, making his recommendations.

RESPONSIBILITY FOR LOSSES OF
PUBLIC MONEYS OR PROPERTY
[294-Cont.]

When a petty loss not exceeding Rs.1,000 does not appear to involve an embezzlement, a serious account irregularity or any other important feature requiring detailed investigation and consideration, or to concern the Reserve Bank, the preliminary and final reports prescribed in this Article need only to be sent to the authority competent to write off the loss or deal with it otherwise. The Commissioner of Revenue Administration is authorised to dispose of all cases of embezzlement by village officers without reference to the Government, unless in its opinion the case presents special features or the orders of the Government are required on any specific points.

An individual report of misappropriation of collections by a village officer or loss of money while in his custody which does not exceed Rs.1,000 need not also be sent by the Collector to the Commissioner of Revenue Administration and by the latter to the Accountant-General unless there are important features or defects of system which merit consideration. The Collector should however, send to the Commissioner of Revenue Administration half yearly a statement of cases of embezzlement or losses of money involving amounts not exceeding Rs.1,000 which occurred in the half year showing the amount, place with district, name of official responsible, disciplinary action taken if any, in each case, the amount recovered or the amount written off. The half yearly return should include also all cases occurring in previous half years regarding which all the particulars required by the Accountant-General had not been shown previously. The Commissioner of Revenue Administration will review the half yearly statement received from the Collectors and furnish to the Accountant-General a copy of the statements.

NOTE:- Any loss of departmental revenue due to whatever cause or any loss in respect of stores

RESPONSIBILITY FOR LOSSES OF
PUBLIC MONEYS OR PROPERTY
[294-296]

occurring otherwise than in the ordinary course or on account of fair wear and tear should be treated as a loss of the Government within the meaning of this Article - see also Articles 141 and 298.

Losses with which the Reserve Bank is concerned

295. If the Accountant-General becomes aware in any manner of any loss to the Government which the Reserve Bank of India may possibly be held to be liable to make good to the Government, whether it relates to operations conducted by the Reserve Bank or its agents on Government account; or for any other matter, he will immediately call for such further information as he may require regarding it. On receipt of this further information, which must be obtained without delay, he will at once make a full report to the Government. If there is any doubt or dispute as to the facts of the liability, the Government will arrange with the authorities concerned for a Government servant and an officer of the Reserve Bank (and an officer of the State Bank of India if the loss relates to an operation effected through its agency) to be appointed as soon as possible to carry out a joint investigation of the facts while they are fresh, and make a full report together with, if possible, a recommendation for an amicable settlement. If they are unable to make any such joint recommendation, their report should at least clear the ground as far as possible, so that a stated case may be referred, if necessary, to an arbitrator or legal authority. The investigation will be undertaken at once and independently of any department or police enquiry.

**Losses of cash due to the acceptance of
counterfeit coins**

296. Losses of cash due to the acceptance of counterfeit coins in State treasuries should not be debited to the Government in any case without their specific approval.

RESPONSIBILITY FOR LOSSES OF
PUBLIC MONEYS OR PROPERTY
[297]

Write-off of losses

297. When it proves to be impossible to recover the whole or a part of any public moneys that have been lost (including the value of any stamps found to be deficient or damaged), the irrecoverable amount should be written off the regular Government accounts under the orders of the competent authority (see Articles 81 and 82 of the Tamil Nadu Account Code, Volume I). The orders of the competent authority should also be obtained for writing off from any relevant value of commercial accounts that are maintained, any irrecoverable amount relating to a loss connected with the building, land or equipment or to unprofitable outlay on a work. The Government have empowered the authorities shown in Appendix 21 to sanction such write off subject to the limits and conditions mentioned there. (For write off of irrecoverable loans and advances, see Article 260 and Appendix 21.)

NOTE:- 1 In general, losses sustained by the Union Government through the negligence or culpability of the staff paid for by the State Government and vice versa should be borne as they occur, i.e., by the Union Government if the loss occurs in connection with Union transactions and by the State Government if it is on account of the State transactions.

NOTE:- 2 In cases where overpayments to Government servants have to be written off on the ground that he/she is no longer in Government service, and no recovery is therefore possible, all orders writing off the irrecoverable amounts should invariably contain a clause that any sum which may subsequently be found due to the person concerned, will be adjusted against the amounts written off.

RESPONSIBILITY FOR LOSSES OF
PUBLIC MONEYS OR PROPERTY
[297-298]

In case where recoveries are made in cash, e.g., by deductions from pay or otherwise, from the persons responsible for a loss, the entire amount recovered should be credited to the Government, which, under the above arrangement, would bear the loss for this purpose. Recoveries made indirectly, e.g., by stoppage of increment or promotions as a measure of punishment, should not be treated as recoveries made in cash. Where the staff is paid for by one Government and the loss is borne by another Government, a copy of the orders regarding the action taken against the persons responsible for the loss should be communicated by the former to the latter.

NOTE:- 3 The amounts, recovered by way of fines shall be credited to the revenue separately in which case the gross amount should be written off. Any amount recovered to meet the cost of damages shall be adjusted against the loss and the net amount shall be written off in such case as contemplated in Article 297 of the Tamil Nadu Financial Code, Volume I.

Losses of stores

298. All losses in respect of stores should be duly recorded in stock accounts and the formal sanction of the competent authority should be obtained for writing them off or dealing with them otherwise, even when no formal corrections or adjustment in the accounts is necessary. Losses due to depreciation should be analysed and recorded under the following heads, according as they are due to -

- (1) normal fluctuation of market prices
- (2) fair wear and tear,

RESPONSIBILITY FOR LOSSES OF
PUBLIC MONEYS OR PROPERTY
[298-299]

- (3) lack of foresight in regulating purchase or
- (4) neglect after purchase.

Losses not due to depreciation should be grouped and recorded under the following heads:-

- (1) losses due to theft;
- (2) losses due to neglect; and
- (3) losses due to calamities such as fire or flood.

The provisions of Article 294 apply to all the losses mentioned in this Article except items (1) and (2) under losses due to depreciation. The rules regarding the disposal of obsolete, surplus and unserviceable stores are contained in Articles 139 to 142.

NOTE:- 1 Loss due to fair wear and tear - see note under Article 140.

NOTE:- 2 When a contractor or a departmental employee fails to return any Government tools, their value including the appropriate centage charges should be recovered from him.

Damage to immovable Government property

299. When a loss occurs by way of damage to any immovable property belonging to the Government (including buildings, communications, irrigation works and Forest plantation) due to any calamity such as fire or flood or to any cause other than fair wear and tear, the Government servant in immediate charge of the property should report the matter at once to his immediate superior and a preliminary report should be sent through the

RESPONSIBILITY FOR LOSSES OF
PUBLIC MONEYS OR PROPERTY
[299-Cont.]

proper channel without delay to the head of the department who will report the loss to the Government. When the cause of the loss has been fully investigated and it has been decided whether or not the property should be restored, the head of the office concerned should send a final detailed report to the head of the department and at the same time an abstract of it in Form 20 to the Accountant-General. The head of the department should send a final detailed report to the Government when he proposes that the Government should write off the loss, recommends that the Government should take disciplinary action or applies for funds to be specially provided to meet the cost of restoration of the property.

When a petty loss not exceeding Rs.500 does not appear to involve any important failure requiring detailed investigation and consideration the preliminary and final reports prescribed in this Article need only be sent to the authority competent to write off the loss or deal with it otherwise.

All river conservancy works are treated as repair works and consequently losses by way of damage to such works will not reduce the capital value of any Government property and so need not be formally written off the accounts. The preliminary and final reports prescribed in this Article should, however, be sent in respect of any such loss when it exceeds Rs.2,500. Any such loss not exceeding Rs.2,500 need only be reported to the authority competent to sanction the restoration of the damaging work.

The Board of Revenue, the Commissioner of Labour, the Inspector-General of Police., the Director of Industries and Commerce and the Director, Cinchona Department, are authorised to write off losses not exceeding Rs.500 in each case

RESPONSIBILITY FOR LOSSES OF
PUBLIC MONEYS OR PROPERTY
{299-Cont.}

by way of damage to immovable property belonging to the Government.

The Chief Engineer in the Public Works (including General and Buildings, Irrigation and Highways and Rural Works) Department are authorised to write off losses not exceeding Rs.2,500 in each case by way of damage to immovable property belonging to Government.

The Chief Conservator of Forests is authorised to write off losses not exceeding Rs.2,500 in each case by way of damage to immovable property belonging to Government.

NOTE:- (1) In cases of loss by way of damage to any immovable property belonging to the Government for which separate capital accounts are kept, the value of the damaged portion written off the accounts need not be deducted from the capital value in the accounts, if the restoration of the damaged portion is commenced within the period of two years from the date of damage. For this purpose, the forest plantation missed by the Forest Department will be treated as immovable property.

NOTE:- (2) The Director of Agriculture is authorized to write off losses not exceeding Rs.500 in each case by way of damage to immovable properties and miscellaneous properties in the Agricultural Research Station, Farms, Orchards and Nurseries.

NOTE:- (3) The Director, Madras State Transport, is authorised to write off losses not exceeding Rs.500 in each case by way of damage to immovable properties belonging to the Madras State Transport Department.

RESPONSIBILITY FOR LOSSES OF
PUBLIC MONEYS OR PROPERTY

421

[300]

General principles and procedure for enforcing
responsibility for losses

300. The following general principles should be followed in enforcing the personal responsibility of the Government servant or servants concerned for a loss sustained by the Government of the kind mentioned in the first paragraph of Article 273, and of any person for a loss sustained by the Government on account of a criminal offence committed by him:-

(1) Whenever there is reason to suspect that the Government have, sustained a loss on account of fraud or any other criminal offence on the part of any person or negligence (which includes a financial irregularity) on the part of any Government servant, the head of the office or other appropriate administrative authority, should investigate the matter fully without avoidable delay. When necessary, the administrative authority may ask the Accountant-General to furnish all vouchers and other documents in his possession that may be relevant to the investigation. If the investigation is so complex as to require the assistance of an expert audit officer, the administrative authority should report the facts to the Government and request them to depute an audit Officer to assist in the investigation. If the Government depute an audit officer for the purpose the administrative authority and the audit officer will each be personally responsible, within their respective spheres, for completing the investigation expeditiously.

(2) Whenever it appears likely that recourse may be had to judicial proceedings in connection with a loss sustained by the Government the administrative authority concerned should take competent legal advice at once. If there is a reasonable suspicion that a loss sustained by the

RESPONSIBILITY FOR LOSSES OF
PUBLIC MONEYS OR PROPERTY
[300-Cont.]

Government is due to the commission of a criminal offence, the procedure prescribed in Articles 301 and 302 should be followed.

(3) (a) Whenever an administrative authority holds that a Government servant is responsible for a loss sustained by the Government, it should always consider both whether the whole or any part of the loss should be recovered from him in money and whether any other form of disciplinary action should be taken.

The imposition of two punishments for same offence, will offend the principles of natural justice even though it is legal. So a Government official cannot be imposed a punishment for being negligent resulting in monetary loss to Government in addition to ordering recovery from pay for the monetary loss caused to the Government since the recovery ordered will itself be a penalty not only with reference to the loss caused to Government, but also with reference to the negligence or breach of orders on the part of the Government servant. The punishing authorities shall, therefore, scrupulously observe the instructions in imposing penalties to delinquent Government servants.

The question whether the above instructions will apply even in cases when there has been criminal intent to defraud the Government or to misappropriate Government money is clarified below:-

It is open to the competent authority to launch criminal prosecution before court in cases of criminal intent. If the officer is convicted for such offences, it is open to the competent authority to take departmental action against him on the basis of facts which led to his conviction and to dismiss the officer from service. If, however, he is acquitted, such authority may still

RESPONSIBILITY FOR LOSSES OF
PUBLIC MONEYS OR PROPERTY
{300-Cont.}

take departmental action against the officer. In either case there seems to be no bar to take action for recovery of loss caused to Government by the accused officer.

In other cases, in which it is adjudged that the loss has been occasioned merely due to negligence or carelessness on the part of Government servant and that there was no criminal intent, it is only reasonable, that some distinction is made while awarding the penalty. It is imperative that in cases where loss has been ascertained to have been caused due to negligence of the Government servant it should always be considered first how the whole or any part of the loss can be recovered from the Government servant. It must be possible to recover the whole or part of the monetary loss caused to Government. In such cases recovery by itself will be enough punishment as indicated above. However, in cases where the recovery of whole or a part of the amount is not possible, it is open to the competent authority to proceed against the delinquent officer to impose any other punishment which it deems fit.

The punishing authorities are, therefore, requested to bear in mind the guiding factors, viz., whether the loss to Government has been caused fraudulently or due to negligence, and to distinguish the cases mentioned above while considering the question of penalty.

In deciding the amount to be recovered, it should consider not only the circumstances which led to the loss but also Government servant's financial position, since the penalty should not be such as to impair his future efficiency.

(b) Whenever a loss is held to be due to fraud on the part of a Government servant or servants, every endeavour should be made to recover the whole

RESPONSIBILITY FOR LOSSES OF
PUBLIC MONEYS OR PROPERTY

[300-Cont.]

amount lost from the guilty persons. If the failure of a superior officer to exercise proper supervision and control has facilitated the fraud, he should be called strictly to account and suitably dealt with after carefully assessing his personal liability in the matter, e.g., by recovering from him in money a suitable proportion of the loss, or by stopping his increments or reducing the pay.

(c) Whenever any Government property or equipment is lost, damaged or destroyed on account of the carelessness of a Government servant to whom it is entrusted (e.g., a policeman's rifle, a touring officer's tents, a factory motor lorry or an engineer's instruments), the appropriate administrative authority should always consider whether the amount of the loss sustained by the Government should not be recovered in full up to the limit of the Government servant's capacity to pay.

(4) (a) The pension of a retiring Government servant who is involved in any loss or irregularity which is under investigation should on no account be sanctioned until his responsibility in the matter has been finally determined. Whenever any authority investigates any loss or irregularity it should be taken special care to ascertain at once whether prima facie the investigation may affect any pensionable Government servant who is likely to retire, within the next two years or has retired but not yet been granted his pension, if so, it should immediately report the fact to the Accountant-General and the authority competent to sanction the Government servant's pension and they should see that the pension is not sanctioned until the Government servant's responsibility in the matter has been finally determined.

(b) Whenever a competent authority orders that any amount should be recovered from a Government

RESPONSIBILITY FOR LOSSES OF
PUBLIC MONEYS OR PROPERTY
[300-Cont.]

servant, otherwise than by forfeiture of his security deposit, if any, on account of a loss sustained by the Government through fraud or negligence on his part and he is about to retire from service, the amount should be recovered as far as possible, by deduction from the last pay or leave salary due to him. If any amount still remains to be recovered, the recovery should be made directly from his pension under Article 351-A, Tamil Nadu Pension Code when that is permissible. When that is not permissible the desirability of making a permanent reduction in the amount of his pension under Article 470 (b), Tamil Nadu Pension Code should be considered. The proof of a specific instance of fraud or negligence by the Government servant would justify a decision that the Government servant's service has not been thoroughly satisfactory. The pension papers in any such case should be submitted for the orders of the Government through the Accountant-General with the recommendation of the Head of the department (see also subsidiary rule 34 under Treasury Rule 16).

(c) When a retired Government servant whose pension has already been sanctioned is held to have caused a loss to the Government by his fraud or negligence whilst in service and it appears likely that the amount could be recovered by bringing a suit against him, the matter should be reported to the Government for orders. If in any particular case, it is not found feasible to take action against a retired Government servant in regard to a loss sustained by the Government on account of any fraud or negligence found to have been committed by him when in service, this should not be made an excuse for absolving any other Government servants who are also responsible for the loss and are still in service.

RESPONSIBILITY FOR LOSSES OF
PUBLIC MONEYS OR PROPERTY
[301]

Departmental enquiries regarding frauds, etc.
in which Government servants are involved

301. The general Rule is that departmental proceedings should be instituted at the earliest possible moment against all the Government servants involved in any loss sustained by the Government on account of fraud, embezzlement or any similar offence, and conducted with strict adherence to them Rules up to the point at which prosecution of any one of the begins. At that stage it should be specifically considered whether it is practicable to carry the departmental proceedings against any of the others any further without waiting for the result of the prosecution; if it is, they should be carried as far as possible but not, as a Rule, to the stage of finding any sentence. If the accused is convicted the departmental proceedings against him should be resumed and formally completed. If the accused is not convicted the departmental proceedings against him should be dropped unless the authority competent to take disciplinary action is of the opinion that the facts of the case disclose adequate grounds for taking departmental action against him. In either case, the proceedings against the remaining delinquents should be resumed and completed as soon as possible after the termination of the proceedings in Court.

The department proceedings contemplated in the preceding paragraph are those regulated by the Civil Services (Classification, Control and Appeal) Rules. When action is taken under the public servants (Inquiries) Act, 1850 (India Act XXXVII of 1850), this ordinarily takes the place of criminal prosecution as regards the person or persons accused, but the procedure as regards other persons involved against whom the Act is not employed should be in accordance with the instructions given in the preceding paragraph.

RESPONSIBILITY FOR LOSSES OF
PUBLIC MONEYS OR PROPERTY
[302]

**Prosecution for embezzlement of public money or
property**

302. (a) Whenever the head of an office that there is a reasonable suspicion that a criminal offence has been committed in respect of any public moneys or property, he should as a general rule report the matter at once to the Police and simultaneously inform the District Magistrate (or in Madras City, the Commissioner of Police) and the head of his department that he has laid an information before the Police. The Police should then keep the Government servant who laid the information and the District Magistrate (or in Madras City, the Commissioner of Police) informed as to the action they take in the matter.

If, however, it is suspected that a village headman or officer has failed to remit Government revenue collected by him, the Tahsildar or Deputy Tahsildar should make an immediate inquiry and endeavour to collect any amount found to be in deficit. He should then report the result of this action to the Revenue Divisional Officer, who will decide whether a criminal prosecution should be launched or whether departmental action will be sufficient.

(b) When the case is heard by the Court, the head of the office concerned should see that all the witness serving in his department and all documentary evidence in the control of his department are punctually produced. He should also appoint a Government servant of the department to attend the proceedings in the Court and assist the prosecuting staff.

(c) If prosecution for an offence of this kind results in the discharge or acquittal of any person, or in the imposition of any sentence which appears to be inadequate, the head of the office

RESPONSIBILITY FOR LOSSES OF
PUBLIC MONEYS OR PROPERTY
(302-Cont.)

concerned should at once send a full statement of the facts of the case to the District Magistrate or in Madras City, the Commissioner of Police; if the District Magistrate or the Commissioner of Police as the case may be considers that further proceedings should be taken in revision or appeal, he should proceed as he would in any other case and should keep the head of the office concerned informed regarding the further proceedings. A special order of the Government is necessary for filing an appeal against an acquittal..

(d) The head of the office concerned should submit, in addition to the reports prescribed in Articles 294 and 300, prompt reports to the Government through the proper channel at each stage regarding -

- (i) the commencement of the Police investigation.
- (ii) the decision to prosecution in any particular case.
- (iii) the result of any prosecution.
- (iv) the decision to proceed further in revision or appeal in any case; and
- (v) the result of any proceedings in revision or appeal.

(e) Notwithstanding anything contained in the preceding portion of this Article the head of the office concerned may, when he considers it to be desirable refer any matter through the proper channel for the orders of the Government before taking action.

CHAPTER XIII - LOCAL FUNDS

Introductory

303. The transactions of local funds (as defined in Article 6) are not included as such in the Government Account, except in so far as their cash balances are deposited with the Government under the rules and accounted for under the deposit head "Deposits of Local Funds" in the "Public Account". The Government's function in regard to such deposit is that of a banker (see Chapter XI of this Code and Chapter V of Part III of the Tamil Nadu Treasury Code).

304. The main classes of local funds are -

(i) (a) District Funds [i.e., the moneys of district boards governed by the Madras District Boards Act, 1920 (Madras Act XIV of 1920) as subsequently amended, and the funds of the Chatram Department of the Thanjavur District Board].

(b) Town Panchayat Funds, Panchayat Union and Village Panchayat Consolidated Funds governed by the Madras Panchayat Act, 1958 (Madras Act XXXV of 1958).

(ii) Municipal Funds [i.e., the moneys of Municipal Councils governed by the Madras District Municipalities Act, 1920 (Madras Act V of 1920), as subsequently amended, and the moneys of the Madras Corporation governed by the Madras City Municipal Act, 1919 (Madras Act IV of 1919), as subsequently amended].

(iii) Education Funds [i.e., the Fee Funds of Universities and Elementary Education Funds of Panchayat Councils and Municipal Councils governed by the Madras Elementary Education Act, 1920 (Madras Act VIII of 1920), as subsequently amended].

LOCAL FUNDS

[304-306]

(iv) Market Committee Funds (i.e., the moneys of Market Committees governed by the Madras Commercial Crops Markets Act, 1933 (Madras Act XX of 1933)).

(v) The Central Fund constituted to meet the leave salary and contribution towards provident fund in respect of the Municipal Commissioners and the Panchayat Executive Officers during leave, and

(vi) Library Funds (i.e., the moneys of the Local Library Authorities governed by the Madras Public Libraries Act, 1948, as subsequently amended).

305. Local bodies (as defined in Article 6) perform functions closely allied to those of the Government and receive aid from the Government in the form of grants and loans for certain purposes. This chapter contains the rules relating to some of the financial transactions between the Government and local bodies.

Grants to local and other bodies

306. The payment of the various classes of grants to local bodies, e.g., grants for hospitals and dispensaries, grants for the maintenance of roads, educational grants and village house tax matching grant is governed by the general or special orders of the Government in regard to each class of grant. Instructions relating to sanction and drawal of village house tax matching grant are contained in Appendix 23.

A list of the grants paid to local and other bodies on account of certain fines realized by Courts and credited to the Government is contained in Appendix 22. The grants on account of these fines should be drawn and paid in the manner indicated in the Tamil Nadu Treasury Code (see Subsidiary Rule 23 under Treasury Rule 16).

LOCAL FUNDS
[307-309]

Loans to local bodies

307. The detailed procedure to be followed in connection with borrowing by local bodies from the Government is laid down in the Madras Local Authorities Loans Rules, which are printed in Appendix 16 (see also Article 222).

Charges recoverable from local bodies

308. When the Government agree to render a service to, or incur a charge on account of, a local body the estimated amount of the charge or cost of the service should ordinarily be recovered in advance in accordance with the principle laid down in Article 12. In exceptional cases, however, the Government may authorize one of the following special arrangements:-

(a) The expenditure may be charged against the local body's account with the treasury as and when it is incurred; or

(b) The expenditure may be met by advance from Government funds in the first instance and then recovered promptly from the local body either in cash or by adjustment against its account with the treasury.

309. Any amount due to the Government by a local body and remaining unpaid, including any amount overdue for payment in respect of a loan, should be recovered at the earliest opportunity in the manner indicated in Subsidiary Rule 25 under Treasury Rule 16 by adjustment from any non-statutory grant which the Government have sanctioned for payment to it.

LOCAL FUNDS

[310]

**Local cess, local cess surcharge payments to
Panchayat Union Councils and Panchayats**

310. On behalf of Panchayat Union Council and Panchayats the Revenue Department of the Government collects along with the Government land revenue local cess and local cess surcharge at such rates as may be fixed by the Panchayat Union Council. The local cess and the local cess surcharge are paid in advance to the Panchayat Union Council in twelve monthly instalments, on the basis of the anticipated collections for the year. After the settlement of revenue in the jamabandi the advance paid will be adjusted against the amount collected and marginal adjustments will be made. The share of the local cess due to the village and town panchayat is paid to them by the Panchayat Union Councils.

If, in the final settlement of the accounts relating to local cess, local cess surcharges for any fasli, it is found that a Panchayat Union Council or a Panchayat has been overpaid, and it has not a sufficient balance in its account with the treasury to make the necessary refund or its executive authority fails to issue a cheque for the amount within a month from the date of receipt of an intimation from the Collector of the overpayment, the amount due should be recovered from its next bill for the payment of local cess, local cess surcharge or from its bills for grants sanctioned for payment to it by the Government other than the statutory grant for elementary education and contributions in lieu of all income and income from fees and licences payable under the Madras Motor Vehicles Taxation Act, 1931 (Madras Act III of 1931). If on the other hand, any additional amount is found to be due to a local board, it should be paid along with the next instalment of local cess and local cess surcharge due to it. (See also item (f) in the list in Article 311).

LOCAL FUNDS
[310A]

**Assignment of proceeds of entertainment tax to
local bodies**

310-A. According to section 13 of the Madras Entertainment Tax Act, 90 per cent of the proceeds of the entertainment tax will have to be paid to the local authorities concerned. The following are the local authorities to whom payment should be made in respect of entertainments held within their respective jurisdiction: .

(i) In the City of Madras - The Corporation of Madras.

(ii) In other municipal areas - The municipal council concerned.

(iii) In the area of Town Panchayat or Village Panchayats - The Town Panchayat or Village Panchayat concerned.

(iv) In the cantonment area - The cantonment.

The Commercial Tax Officers are the authorities empowered to sanction payment of the proceeds of the entertainments tax to the local authorities in their jurisdiction. Assignment of the proceeds to local authorities should be made once a quarter. For this purpose, the Entertainment Tax Officers should submit to the Commercial Tax Officer in the first week of April, July, October and January every year, a statement showing the amount of tax under section 4 of the Madras Entertainments Tax Act realised in the previous quarter with details as to the names of the local authorities and the amounts collected in their respective areas. The statements should contain a certificate of the Entertainment Tax Officer that the departmental and the treasury figures have been verified and found correct. The

LOCAL FUNDS
[310A-cont.]

Commercial Tax Officer should, after satisfying himself about the verification, sanction the payment of 90 per cent of the proceeds to the local authorities concerned soon after the expiry of each quarter. Copies of the orders should be sent to the Treasury Officer, Accountant-General, the Deputy Commissioner concerned and the Board of Revenue. Copies of the orders should also be sent to the local authorities concerned, to the executive officers of Town Panchayat through the Divisional Panchayat Officers and Panchayat Union Commissioners in the case of Village Panchayats. The local bodies should prefer their claims within three months from the due dates. If arrear claims of local bodies for payments of amounts due to them are preferred after three months, the Commercial Tax Officers may re-validate the arrear claims up to a limit of three years. The Commissioner of Commercial Taxes may re-validate without any time-limit the arrear claims of local bodies for payment of amounts due to them which are over three years old.

If, for any reason, reconciliation between the treasury and departmental figures could not be effected within the prescribed time, the payment may be made on the basis of the departmental figures. If, after reconciliation, any modification is necessary, the local bodies concerned should be informed of the same and necessary adjustments may be made while sanctioning payment for the next quarter either by short assignment in the case of excess payments and payment of the difference in the case of short payments.

The Entertainment Tax Commissioner (Commissioner of Commercial Taxes) may apportion the net proceeds of entertainments tax between two or more local bodies.

LOCAL FUNDS

{311}

Time-limits for claims by local bodies

311. A local body should prefer its claim for any amount which the Government have sanctioned for payment to it not later than the latest date specified by the Government for the payment, or if the Government have not specified any such date in respect of a particular payment or class of payments within six months from the date on which the local body receives the orders of the Government authorizing the payment.

In the case of water-supply and drainage schemes or other works for which the Government has promised a grant on the post-payment system, the local body concerned should prefer its claim for the grant within six months of the execution of the work or instalment of the work where the work is executed and paid for in separate instalment unless the local body has been definitely informed that the Government will consider the claim only after provision has been included for the purpose in the budget, in which case the claim for the grant should be preferred within six months of the execution of the work or within one month of the date of receipt of information that provision is available in the budget whichever is later.

Any amount due by the Government to a local body and falling within an item in the following list should be claimed by that local body not later than the date shown against that item:-

Items	Latest date for preferring a claim
(1)	(2)
(a) Monthly grant for the maintenance of medical institutions.	Within six months from the 15th of the month to which the claim relates (e.g.) the

LOCAL FUNDS
(311-cont.)

grant or subsidy due
in respect of
April should be
claimed ordinarily by
the 15th of that month
and by the next 15th
October at the latest.

(b) Monthly grant for the
maintenance of elementary
schools.

-Do-

(c) Monthly advance pay-
ment of local cess and
local cess surcharge to
Panchayat Union Councils.

-Do-

NOTE:- A sanction accorded in any year for a grant
towards the cost of opening a new elementary school
or employing additional teachers lapses on the 1st
October of the next year, unless by then the school
has been opened or the additional staff employed,
as the case may be, and the grant claimed.

<p>(d) Advance monthly grant) for the maintenance of) trunk roads.)</p>	<p>) Within six months from) the date on which the) claim falls due or) within three months) from the end of the) financial year in) which it falls due) whichever is earlier.</p>
<p>(e) Advance monthly grant) for the maintenance of) of important marketing) roads.)</p>	<p>) The claim for each) month falls due on the) 20th of the subsequent) month until a) prescribed percentage) (75 percent for a grant) for trunk roads and 80) per cent for a grant) for marketing roads)</p>

LOCAL FUNDS
[311-312]

of the maximum grant admissible to a local body has been drawn.

(f) Compensation payable under the Madras Entertainment Tax Act, 1939 (Madras Act X of 1939).

The dates fixed for the payment are 25th of the months of April, July, October and January and claims should be preferred by local bodies within three months from the due dates.

Arrear claims of local bodies

312. A claim preferred by a local body after the latest date prescribed for it in Article 311 should not be paid unless the competent authority (as indicated below) has specially sanctioned the payment:

Items	Authority competent to sanction	Remarks
(1)	(2)	(3)
(1) Items of revenue collected by the Revenue Department on behalf of local Bodies.		
(a) Local cess and local charge.	The Collector if the amount claimed does not exceed Rs.100 and if he is satisfied	An arrear claim made after the expiry of three years subsequent to the year in which the claim fell
(b) Profession tax collected by village headman.		

LOCAL FUNDS .
[312-cont.]

- (c) Ferry rents) after) due should not
) verification) be paid without
) that the) the special
 (d) Income from) claim is) sanction of
 certain endow-) correct, and) the Government.
 ments vested in) otherwise the) The Government
 local Bodies.) Government.) will summarily
)) reject every
)) such claim
)) unless the
)) amount claimed
 (e) Dasabandham)) exceeds a rupee
 Inam revenue.)) and was
)) credited to
)) the Government
 (f) Excess of)) owing to a
 ground rent over)) mistake on the
 agricultural as-)) part of, the
 sessment on be-)) Government
 half of)) servant and
 Municipalities.)) they are
)) satisfied that
 (g) Revenue or tax) The Collector) the local body
 on trees on)) had no direct
 Porambokes for-)) means of
 merly vested in)) ascertaining
 local bodies but)) the mistake
 relinquished to)) earlier.
 the Government;))
 and))
))
 (h) Fishery rents))
))
 (ii) Statutory grants from the Government, e.g., grants under section 37 of the Madras Elementary Education Act, 1920 (Madras Act VIII of 1920). The Government The Government will summarily reject every arrear claim which is made after the expiry of three years subsequent to

LOCAL FUNDS
[312-cont.]

the year in which the claim fell due.

- | | | |
|--|---|---|
| (iii) 90 per cent of the proceeds of the tax collected under the Madras Entertainments Tax Act 1939. | Commercial Tax officer upto a period of three years from the due dates. | If the period of three years is exceeded, the sanction of the Commissioner of Commercial Taxes is necessary for the payment |
| (iv) Non-statutory grants and other amounts due by the Government. | The Government | The Government will summarily reject all arrears claims. |
| (a) Expenditure incurred by the Panchayat Union Council on petrol charges for block Jeeps. | The Director of Rural Development. | |
| (b) Expenditure incurred by the Panchayat Union Council on repair charges to block jeeps | The Collector | |
| (v) Compensation to local bodies for loss of fishery rentals. | Director of Fisheries.

Government | In the case of arrears claims upto three years

In the case of arrears claims exceeding three years. |

LOCAL FUNDS

{313}

Elimination of paise, etc.

313. Financial transactions between the Government and local bodies should be rounded off to the nearest five paise, rupee, etc., in accordance with the rules in Articles 320 and 321.

CHAPTER XIV - MISCELLANEOUS SUBJECTS

Introductory

[314-317]

314. This chapter contains the financial rules relating to certain miscellaneous subjects which do not fall within the scope of the other chapters of the Code.

Allocation of Expenditure between Capital and Revenue and Financing of capital expenditure

315. Expenditure on the public service falls into two broad divisions of expenditure on revenue account and expenditure on capital account. The later is called briefly capital expenditure or capital outlay. Appendix I to the Tamil Nadu Account Code, Volume III contains the detailed rules framed by the Government regarding the allocation of expenditure to capital and revenue and the financing of capital expenditure.

Work done for another Government

316. The head of a department is responsible for seeing that no work (unless it is negligible in amount) is done by his department for another Government without obtaining a definite ruling from the Government as to whether a charge should be made for it or not.

Disposal of Government Land and Buildings

317. In regard to the sale, transfer, etc., of Government land and buildings, all Government servants should observe the rules contained in Chapter I of the Standing Orders of the Board of Revenue - see particularly Board's Standing Orders 22, 22-A, 23 and 23-A extracts from which are contained in Appendix 24.

MISCELLANEOUS SUBJECTS

[318-319]

Endowments for Scholarships, prize, etc.

318. If any person informs a Government servant that he proposes to place funds at the Government's disposal for use as an endowment for the grant of a scholarship or prize, etc., the Government servant should report the matter to the Government through the proper channel for orders. The Government will then take action, if necessary under the Charitable Endowments Act, 1890 (India Act VI of 1890).

Insurance of Government Property

319. Subject to the exceptions shown in the list below, no Government property should be insured at the cost of the Government.

Exceptional cases in which insurance is permitted

Property	Authorities competent to insure
(1)	(2)
(i) Special goods such as mathematical and scientific instruments, articles made of glass and other fragile articles. (These should be insured only in cases where Railways insist on insurance as a condition of transport, but in other cases, the articles should be consigned at railway risk).	The Superintendent, General Public Work Workshops and Stores, Madras. The Director of Medical Services. The Director of Public Health. Director of Collegiate Education, School Education. The Chief Electrical Inspector to Government.

MISCELLANEOUS SUBJECTS
[319-cont.]

The Director of Industries
and Commerce.

The Joint Director of
Industries and

The Principal, Presidency
College, Madras.

The Principals of the
Engineering Colleges.

The Principal, Madras
Veterinary College.

The State Port Officer.

The Radio Engineer.

The Director of Cinchona
Department, Ootacamund.

The Director, State
Forensic Science
Laboratory, Madras.

The Director of
Agriculture, Madras.

i) Mathematical and
Survey instruments
or Soil Conservation
schemes in the State.
These should be in-
sured only in cases
where railways insist
on insurance as a
condition of trans-
port but in other
cases, the articles
should be consigned
at railway risk).

The Director of
Agriculture, Madras

MISCELLANEOUS SUBJECTS
[319-cont.]

- | (1) | (2) |
|---|---|
| (iii) The Government House buildings at Ootacamund with furniture. | The Chief Engineer (General and Buildings). |
| (iv) Stores obtained from abroad during shipment of India. | See Note (1) below. |
| (v) Other specially valuable property liable to special risks. | The Government or a Government servant specially authorised by the Government. |
| (vi) Delicate and fragile equipments, purchased for the Agriculture College and Research Institute, Coimbatore, after satisfying on each occasion of the necessity for insuring the articles. | The Dean and Ex-officio Additional Director of Agriculture, Coimbatore. |
| (vii) Articles made of glass, all items of plant and machinery and also other articles of fragile nature (To cover all risks including breakage, loss, etc., in transit only). | The Director, Tamil Nadu State Transport Department, Madras 600002. |
| (viii) Articles of fragile nature and charged batteries supplied by the various firms to the | Director, Tamil Nadu State Transport Department (Motor Vehicle Maintenance Organisation). |

MISCELLANEOUS SUBJECTS
[319-cont.]

Motor Vehicles
Maintenance Organisa-
tion and other
Departments of the
Government and to pay
transit insurance
charges in cases
where the Railways
insist on the
insurance as a
condition of
transport when supply
is on ex-godown or
ex-factory basis and
not on F.O.R.
destination basis.

x) Insurance of
consignments of
Marine Diesel
Engines, Electrical
and other machinery,
scientific instru-
ments, etc., (in cases
where railways insist
on insurance as a
condition of
transport).

Director of Fisheries.

NOTE:- 1 The High Commissioner of India charges one-fourth of one per cent of the value of all stores shipped to India by the Store Department, London, to cover the cost of insurance during shipment. The Government do not meet the cost of insurance during shipment of imported stores not shipped by the India Store Department, London, except when they do so by paying a purchase price that covers the cost, insurance and freight of the stores as delivered at the required port or station in the State - see Article 132.

MISCELLANEOUS SUBJECTS
[319-320]

NOTE:- 2 The Government do not insure Government motor cars. When they supply a Government motor car for the use of the person holding an office, it is open to the latter to protect himself against the risk involved in the use of the car by insurance at his own cost. When a Government servant buys a motor vehicle with an advance granted by the Government they require him to insure it at his own cost- Articles 230 and 231.

Maintenance of Government Accounts Receipts

320. (a) All amounts due to the Government should be rounded to the nearest multiple of five paise, i.e., an amount not below 2.5 paise should be reckoned as five paise. Amounts below 2.5 paise should be disregarded.

(b) When a local body pays a monthly contribution in respect of any post with reference to Article 802 Civil Service Regulations, it should pay the amount to the nearest multiple of five paise in each of the first eleven months in the financial year, and the necessary adjustment to make the total payment for the year current should be made in the last month of the year, i.e., a local body which has to pay Rs.13.38 a month in respect of a post should pay Rs.13.40 in each of the first eleven months of the year and Rs.13.15 in the twelfth month.

(c) Deduction on account of the General Provident Fund and the Indian Civil Service Provident Fund should always be in whole rupees. In regard to other fund deductions a procedure similar to that prescribed in clause (b) above should be followed. Income tax deductions should be rounded to the nearest multiple to five paise.

(d) The occupant of a Government residential building should pay the monthly instalment of all service taxes recovered from him under the rules

MISCELLANEOUS SUBJECTS
[320-321]

rounded (taken as whole) to the nearest multiple of five paise in respect of each month.

(e) Payments by local bodies into the treasury to the credit of their deposit accounts should not include a fraction of five paise except in the case of cheques received by them from consumers of electric energy.

(f) Any sum due from a local body or panchayat on final adjustment in respect of the land cess collection for each fasli should be rounded to the nearest rupee and recovered accordingly, i.e., an amount of fifty paise and over but less than one rupee should be taken as one rupee, while an amount of less than fifty paise should be ignored and omitted from the accounts.

(g) In calculating the composition fee leviable under the Schedule to the Madras Motor Vehicles (Taxation of Passengers and Goods) Act, 1952, all fractions of five paise should be omitted altogether.

(h) Transactions between Government Departments and undertakings, involving fraction of a rupee, shall be brought into accounts by rounding off such transactions to the nearest rupee. Amount of fifty paise and above, but less than a rupee, should be rounded off to the next higher rupee and the amount of less than fifty paise should be ignored.

Maintenance of Government Accounts - Disbursements

321. Transactions of Government involving fractions of a rupee shall be brought to account in multiple of 5 paise, portion not below 2.5 paise being rounded off to 5 paise and those below that amount being ignored.

MISCELLANEOUS SUBJECTS
[321-cont.]

Item of payment	Method of rounding
(1)	(2)
<p>(a) (i) Pay, allowances, leave salary and pensions of Government servant, (including the pay of menials drawn at monthly rates on contingent bills) and stipends paid to students under training in Government and to aided training institution under the control of the Education Department.</p>	<p>Personal claims of Government servants and pensions involving fraction of a rupee shall be brought to account in multiple of 5 paise, portion not below 2.5 paise being rounded off to 5 paise and those below that amount being ignored:</p> <p>Provided that in the case of bills for pay, including leave salary and pension, the amount in respect of pay or leave salary or pension, and no other item of payment or recovery, shall be so increased or reduced by the addition of an amount not exceeding 2 paise or subtraction of an amount below 2 paise as the case may be as will make the net amount payable to an individual on any bill a multiple of 5 paise.</p>

MISCELLANEOUS SUBJECTS
[321-cont.]

Example -

	Claim		Bill		to be made
	Rs.	P.	Rs.	P.	
Pay	300	00	300	02	
Dearness Allowance	40	00	40	00	
Compensatory Allowance	24	00	24	00	
Gross Total	364	00	364	02	
Deductions -					
General Provident Fund	30	00	30	00	
House Rent	19	12	19	12	
Income-Tax	2	06	2	06	
Postal Life Insurance	8	19	8	19	
Total Deductions	59	37	59	37	
Net Amount	304	63	304	65	

NOTE:- 1 In case of bills exclusively for allowances, other than travelling allowance involving fractions of a rupee any one part of the claim of an individual may be rounded off by addition of an amount not exceeding 2 paise or by subtraction of an amount below 2 paise as the case may be, as will make the net amount payable to the individual on a bill a multiple of 5 paise.

NOTE:- 2 In the case of emoluments fixed by law, amounts which are not in exact multiple of 5 paise shall always be rounded off to the next higher multiple of 5 paise.

MISCELLANEOUS SUBJECTS
[321-cont.]

Item of Payment	Methods of rounding
(a) (ii) Claims relating to Travelling Allowance.	The rounding shall be done only at the last stage and not in respect of each item, e.g., Railway fare, mileage, daily allowances, etc., comprising the claim of an individual.
(b) Contingent and other charges.	The rounding off the fraction of a rupee to a multiple of 5 paise shall be done only in respect of the net amount payable on a bill and not in respect of the individual items of claims or adjustments in the bill.
(c) Contribution under Rule 12 of the Scheme of Provident Fund for teachers in non-pensionable service.	The amount should be rounded to the nearest multiple of five paise in the manner indicated in Article 320 (a) above.
(d) Tax or fee due to a local body.	...
(e) Amount withdrawn by a local body from its banking account at the treasury.	The amount should not include any fraction of five paise except in the case of a cheque drawn for the payment of the electricity duty to the Government.

NOTE:- This item will not apply to the cheques drawn by the Tamil Nadu Electricity Board.

MISCELLANEOUS SUBJECTS

[321-cont.]

(f) Payment of land cess to a local body.

(i) The half-yearly advance payment to a panchayat and payment due to a panchayat or local body on final adjustment for each fasli should be rounded to the nearest rupee in the manner indicated in Article 320 (f) above.

(ii) The advance monthly payment to a local body should be made in round tens of rupees.

(g) Advance monthly grant to a local body for the maintenance of trunk roads and/or important marketing roads.

The payment should be made in round tens of rupees.

(h) Teaching, boarding, building maintenance or equipment grant to an aided school or college or subsidy to a local body towards the deficit caused on account of implementation of revised rates of pay and payment of dearness allowance at enhanced rates or subsidy to a local body on account of educational institutions under its management other than a statutory contribution under the Madras

The payment should be rounded to the nearest rupee in the manner indicated in Article 320 (f) above.

MISCELLANEOUS SUBJECTS
[321-cont.]

Elementary Education
Act, 1920 (Madras Act
VIII of 1920) (Section
37 and proviso
thereto)..

- (i) Contractor's bills (i) When the total amount of a bill is less than Rs.25, it should be rounded to the nearest multiple of five paise in the manner indicated in Article 320 (a) above.
- (ii) When the total amount of a bill is Rs.25 and over, it should be rounded to the nearest rupee in the manner indicated in Article 320 (f) above.

NOTE:- Contractors bills are received when the tender system is adopted. Contingent bills are those referred in Article 91. Contingent bills (T.N.T.C. Form) on which the drawing officer furnishes the certificate that the purchases, etc., have been effected on tender system may also be deemed to be contractors bills.

- (j) Payment of compensation in land acquisition cases. The compensation due to each individual should be rounded to the next higher multiple of five paise.
- (k) Reserve Bank remittances, other than those of sums representing dues fixed by or under any law under any contracted objection of Government. Fraction of a rupee shall be brought to account in multiples of 5 paise, portion not below 2 paise, being rounded off to 5 paise and those below that amount being ignored.

MISCELLANEOUS SUBJECTS
[321-322]

(1) Payment of Interest on Treasury Saving Bank Accounts should be rounded to the nearest multiple of five paise.

(m) Transactions between Government Departments and undertakings involving fractions of a rupee shall be brought into accounts by rounding off such transactions to the nearest rupee. Amount of fifty paise and above but less than a rupee should be rounded off to the next higher rupee and the amount of less than fifty paise should be ignored.

NOTE:- 1 When the amount covered by a bill is chargeable to more than one estimate the portion chargeable to each estimate should be treated as a separate bill for the purposes of rounding.

NOTE:- 2 A bill for the supply of kerosene oil to the Jail Department should be rounded to the nearest rupee irrespective of its amount.

NOTE:- 3 In the case of the Public Works and Forest Departments, the value of each item of work in a bill should be rounded to the nearest multiple of 5 paise in the manner indicated in Article 320 (a) above but paise should not be omitted from the rates.

Maintenance of Government accounts -
Inter-Governmental, etc., adjustments.

322. Transaction which do not involve cash payment shall not be rounded off. But amount converted into Indian currency from sterling or other foreign currencies shall be brought to account in multiples of 5 paise, portion not below 2 paise being rounded off to 5 paise and those below that amount being ignored.

MISCELLANEOUS SUBJECTS
[322-324]

NOTE:- The net amount payable to or recoverable from the Indian Council of Agricultural Research in connection with Research Schemes should be rounded to the nearest whole rupee, fifty paise counting as the higher rupee.

Erasures

323. A Government servant should on no account erase or overwrite any entry in any cash book, account, register or schedule. If he finds it necessary to make a correction, he should cancel the incorrect entry neatly in red ink and insert the correct entry. Whenever a Government servant makes any correction or interpolation in any such document, he should request the head of the office to authenticate it by writing his dated initials against it - see also subsidiary rule 32 (c) under Treasury Rule 16.

Exception - The Superintendents of Police in the Police Department are exempted from attesting the corrections in police station pay bills. However, the corrections should be attested by a subordinate not lower in rank than the Accountant and the heads of office should test check at least ten per cent of corrections and authenticate them.

Supply of Forms

324. The Works Manager, Government Press, maintains stocks of the standard forms prescribed for use by Government offices including the forms prescribed in this Code, the Tamil Nadu Treasury Code and the Tamil Nadu Account Code. Heads of offices and other Government servants who are entitled to indent for these forms should send their indents to him in accordance with the rules contained in Part I, of the Tamil Nadu Printing Manual.

MISCELLANEOUS SUBJECTS
(325-326)

Service Books

325. A record should be maintained of the services of every Government servant in accordance with the rules framed by the Government under Fundamental Rule 74 (a) (iv) - see Part III of Annexure II to the Tamil Nadu Fundamental Rules. The Accountant-General will maintain the record for Gazetted Government servants in the "History of Services" which he compiles annually. The head of each office should maintain the record for each non-gazetted Government servant working under him in a service book or service roll. Each district treasury keeps a stock of service books and service rolls and supplies those required by keeping in stock and sale at sub-treasuries on quarterly indents, which should not be excessive. Other officers should obtain from the sub-treasury only the number of service books (or rolls) actually required for use on each occasion and should not hold any stock to meet future requirements.

Service Books required by heads of Government offices for Last Grade Government servants and service roll forms required for Police Constables and Head Constables and leading Firemen, Firemen and other equivalent ranks in the Fire Services Branch will be issued free of cost.

**Destruction of official codes connected with
accounts**

326. A competent authority may destroy official records from time to time, subject to the careful observance of the relevant rules contained in the departmental code or manual and of any other relevant orders of the Government. The following rules apply generally to the destruction of records (including correspondence) connected with accounts:-

MISCELLANEOUS SUBJECTS
[326-cont.]

(a) The following should on no account be destroyed:-

(i) Records connected with expenditure which is within the period of limitation fixed by law.

(ii) Records connected with expenditure on projects, schemes or works which have not yet been completed, even though the expenditure is not within the period of limitation fixed by law.

(iii) Records connected with claims to service and personal matters affecting Government servants who are still in service, and

(iv) Orders and sanctions of a permanent character, until revised.

(b) The following records should be preserved for not less than the period specified against each item:-

Description of records (1)	Period of preservation (in years) (2)
Pay bills and, when maintained separately, acquittance rolls for pay and allowances (other than travelling allowance) of all Government servants	40
Pay bills and, when maintained separately, acquittance rolls of Government servants in last grade service	45
Registers of contingent expenditure	5
Sub-vouchers	3

MISCELLANEOUS SUBJECTS
[326-cont.]

Description of Records	Period of preservation. (in years)
(1)	(2)
Detailed budget estimates of an office	5
Travelling allowance bills and acquittance rolls relating to travelling allowance	3
Pension cases (including the service books and leave accounts attached to them) in which invalid or compensation pensions have been sanctioned	25
Other pension cases (including the service books and leave accounts attached to them)	5 (after the retirement of the Government servant concerned)

NOTE:- 1. Service books and other papers relating to a claim for a gratuity should be retained until the claimant attains 58 years of age or dies, whichever is earlier and also until final orders have been passed on the claim.

NOTE:- 2. In regard to service books of Government servants who have been dismissed or discharged or have resigned or died while in service, see rules 14 to 16 of the rules under Fundamental Rule 64 contained in Part III of annexure II of the Tamil Nadu Fundamental Rules.

Statements of monthly progressive expenditure and correspondence relating to any discrepancy in the figures	2
---	---

MISCELLANEOUS SUBJECTS
[326-cont.]

Mortality returns of pensioners	5
Register of undisbursed pay and allowances	6
Paid cheques returned by Reserve Bank of India along with their daily payments (rolls) to the Pay and Accounts Officer, Madras	5
Treasury Bill Book [Tamil Nadu Treasury Code Form (70)]	5
Letters of authority issued by the drawing officers in T.N.T.C. Form 103 in favour of messengers to encash the bills relating to claims of Government servants to be preserved by the non-banking treasuries/ sub-treasuries/Banks	10
Medical Reimbursement bills and acquittances	3 years
General Provident Fund Temporary and Part-Final withdrawal bills and acquittances	3 years
House Building Advance bills and acquittances	30 years
Other Miscellaneous Advance bills/Festival Advance/ Cycle Advance/ Khadi/ Handloom Advance	3 years

Exception - In the case of Police Department, the circle pay bills, pay abstracts and supplemental bills shall be preserved for a period of 6 years as laid down in the Office Manual of the Police Department as long rolls are maintained in the Police Department for 35 years.

MISCELLANEOUS SUBJECTS
[326-328]

(c) When the Government have prescribed a minimum period after which records of a particular kind may be destroyed, the head of a department, or any other authority duly authorized to do so, may order in writing that such records in his own office and the offices subordinate to him shall be destroyed on the expiry of that period, counting from the date to which the record relates. Before the head of an office allows any pay bills or acquittance rolls to be destroyed, he should take care to satisfy himself that the procedure in regard to the maintenance and verification of service books prescribed in rules 6 and 12 under Fundamental Rule 74 [Part III of Annexure I of the Tamil Nadu Fundamental Rules] has been strictly followed in regard to those pay bills or acquittance rolls.

(d) The head of department is competent to sanction the destruction of such other records in his own office and the offices subordinate to him as he considers to be useless, but he should forward a list of such records as properly appertain to the accounts audited by the Indian Audit Department to the Accountant-General and await his concurrence in their destruction before ordering them to be destroyed.

(e) Every head of an office should see that lists showing full details of all records destroyed from time to time are properly prepared and retained permanently.

327. - Deleted.

Reports of deaths of pensioners

328. Every executive authority of a municipal council and village headman should report immediately to the disbursing officer concerned the

MISCELLANEOUS SUBJECTS
[328-328A]

death of any person who was residing within his jurisdiction and drawing a Government pension, whether civil, military, political or of any other kind. Pension disbursing officers should supply these authorities with lists of the pensioners residing within their respective jurisdictions.

In Madras City the above report will be made by the Commissioner of the Corporation of Madras to the Accountant-General.

On receipt of intimation of the death of a civil pensioner, the disbursing officer should report the particulars immediately to the Accountant-General.

Rules for the control of the use, maintenance and repair of motor vehicles of the departments of the Government

328-A. The rules for the control of the use, maintenance and repair of motor vehicles of the departments of the Government are contained in Appendix 26. These rules apply to motor vehicles in possession of all departments of the Government except those supplied to -

- (1) Police Department;
- (2) Tamil Nadu State Transport Department;
- (3) Panchayat Unions and the Collectors in the districts and Rural Development and Local Administration Department in the Madras City under the Community Development Programme;
- (4) Rural Extension Training Centres in the State;

MISCELLANEOUS SUBJECTS
[328A-328B]

(5) Fire Service Department, and

(6) Directorate of Vigilance and Anti-corruption.

328-B. The rules for the plying of Tamil Nadu Medical Service Vans are contained in Appendix 27. These rules shall apply to Ambulance Vans in Possession of all Government Medical institutions in the State of Tamil Nadu.

**CHAPTER XV - DELEGATION OF UNION FUNCTIONS BY
CONSENT OF STATE**

329. The Government are primarily concerned with State transactions to which the rules in the foregoing chapters apply. The Government are also exercising certain functions in relation to Union subjects under powers delegated to them. These functions fall under the following categories.

(i) Statutory and other executive functions entrusted by the Central Government to the Government and their officers with the Government consent [Article 258 (i) of the Constitution of India].

(ii) Functions imposed by Acts of the Indian Legislature upon the Government and their officers [Article 258 (2) of the Constitution of India].

The transactions relating to these functions are regulated by the rules and orders issued from time to time by the Central Government and embodied in the "Financial Rules of the Central Government" or other Central Government codes and manuals.

Chapter X of the Tamil Nadu Budget Manual contains a summary of the general instructions issued for the guidance of estimating officers and others in regard to the estimate of revenue and expenditure relating to the Union subjects and the control of such expenditure.

T. N. F. C. FORMS

T.N.F.C.

(See Chapter III

DEMAND STATEMENT OF RENTS RECOVERABLE FROM PAY
RESIDENTIAL BUILDINGS IN THE CHARGE

Major head to be credited		
Name of Division, Register number of building	Name of building	Name, rank and office of the occupant, with rates of his pay and allowances, as known to the Executive Engineer
(1)	(2)	(3)

Forwarded to the _____ (Treasury Officer or other

Dated 19 .

Completed and returned to the Executive Engineer,
Certified that the emoluments of the tenants named
month and that no arrears of emoluments were thus
indicated in column (6) of

Dated 19 .

FORM 1

Articles 14, 15 and 18)

BILLS OF GOVERNMENT SERVANTS OCCUPYING GOVERNMENT
OF THE PUBLIC WORKS DEPARTMENT

Amount due to end of 19..	Amount recovered during	Remarks with date and other particulars of changes in the rates of emoluments shown in column (3)

Name of canal, etc.,
(To be filled in by the Treasury Officer)

(4)

(5)

(6)

Rs. P. Rs. P.
disbursing officer)

Executive Engineer.

.....Division.
in the Statement remained unchanged during the
paid to them during the previous month except as
Statement.

Treasury Officer or other Disbursing Officer.

[See Chapter V

STATEMENT OF PROPOSITION FOR

NATURE OF CHARGES											
Present Scale						Proposed Scale					
Pay						Pay					
N	D	M	I	M	A	N	D	M	I	M	A
U	E	I	N	A	V	U	E	I	N	A	V
M	S	N	C	X	E	M	S	N	C	X	E
B	I	I	R	I	R	B	I	I	R	I	R
E	G	M	E	M	A	E	G	M	E	M	A
R	N	U	M	U	G	R	N	U	M	U	G
	A	M	E	M	E		A	M	E	M	E
	T		N		C		T		N		C
	I		T		O		I		O		O
	O				S		O				S
	N				T		N				T
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
	Rs.	Rs.	Rs.	Rs.		Rs.	Rs.	Rs.	Rs.		

* If the Government are competent to sanction the column.

NOTE - (1) If the proposal is for a reorganisation should certify that claims to pension that may reference to the provisions of Article 429 C.S.R. pension ordinarily admissible will be subject to 64 of the Tamil Nadu Financial Code.

(2) In preparing this statement, particular Article 68 of the Tamil Nadu Financial Code.

Dated..... 19 .

To
The Secretary to Government
(through the Accountant-General)

FORM 2

ARTICLE 67]

REVISION OF ESTABLISHMENT

PROPOSITION						Orders of the sanc- tioning authority
Permanent		Temporary				
Decrease per month	Increase per month	Increase per month		Decrease per month		
Amount	Amount	P E R I O D	A M O N T	P E R I O D	A M O N T	
(13)	(14)	(15)	(16)	(17)	(18)	(19)
Rs. P.	Rs. P.		Rs.P.		Rs.P.	

proposal, their order will be written across this

of establishment, the head of the department arise in consequence have been considered with and should specify any case in which the maximum reduction under that Article. See Article

attention should be paid to the instruction in

Department,

Signature
Designation ..

FORMS

T.N.F.C. FORM 3

(See Chapter V, Article 67)

STATEMENT OF PROPOSITION FOR REVISION OF
ESTABLISHMENT

Class or grade and designation of Government Servant affected	Number in each class		Rates of pay		*Actual present cost of establishment affected	Approximate cost extra involved by these proposals
	Pre-sent	Proposed	Pre-sent	Proposed		
(1)	(2)	(3)	(4)	(5)	(6)	(7)

* In the case of district or divisional establishments, the cost of the whole establishment affected should be given in lump without details, and in the case of establishments, the scale which is fixed for the State as a whole, the cost of the whole State scale should be entered. When it is proposed to add a new class to an existing establishment, the whole of the existing cost of that establishment should be given.

NOTE - (1) If the proposal is for a reorganisation of establishment, the head of the department should certify that claims to pension that may arise in consequence have been considered with reference to the provision of Article 429 C.S.R. and should specify any case in which the maximum pension ordinarily admissible will be subject to Reduction under that Article. See Article 64 of the Tamil Nadu Financial Code.

(2) In preparing the statement, particular attention should be paid to the instructions in Article 68 of the Tamil Nadu Financial Code.

FORMS

T.N.F.C. Form 3-cont.

Dated19

Signature.....
DesignationTo
The Secretary to Government Department
through the Accountant-General.

Forms 4, 4-A and 5 - Deleted.

T.N.F.C. FORM 6

(See Chapter V, Article 80)

FORM OF BOND OF INDEMNITY FOR DRAWING ARREARS OF
PAY AND ALLOWANCES OR PENSIONS OF DECEASED
GOVERNMENT SERVANTS OR PENSIONERS

KNOW ALL MEN BY THESE PRESENTS that I
(a).....widow/husband/son/daughter
 of Thiru/Thirumathi(b).....
 residing at(c).....
 (hereinafter called "the Obliger" which expression
 shall unless excluded by or repugnant to the
 context include his/her heirs, executors,
 administrators and legal representatives), and I/we
 (1).....(d)..... son of.....
 resident ofand (2).....
 (e).....son of.....resident of.....
 Surety/sureties on behalf of the Obliger
 (hereinafter called "the Surety" "the Sureties"
 which expression shall unless excluded by or
 repugnant to the context include his/their heirs,
 executors, administrators and legal
 representatives) bind ourselves jointly and

FORMS

T.N.F.C. Form 6-cont.

severally to pay to the Governor of Tamil Nadu (hereinafter called "the Government" which expression shall unless excluded by or repugnant to the context include his successors and assigns) on demand and without a demur a sum of Rs.....(f).....
 (Rupees) for which payment well and truly to be made we bind ourselves firmly by these presents.

Dated thisday of.....19...

WHEREAS the aforesaid Thiru/Thirumathi (b) was at the time of his/her death in the employment of/receiving a pension of Rs..... from the Government.

AND WHEREAS the said Thiru/Thirumathi (b) died on theday/of19..... and there was due to him/her the sum of Rs.....(f)..... (Rupees) for pay and allowances in respect of his/her said employment in respect of her/his pension.

AND WHEREAS the above bounden Obliger (a) claims to be entitled to the said sum as heir of her/his husband/wife/father, the said Thiru/Thirumathi (b) but has not obtained letters of administration of or a succession certificate to the property and effects of Thiru/Thirumathi (b).....

FORMS

T.N.F.C. Form 6-cont.

AND WHEREAS the Obliger has satisfied the Government that she/he is entitled to the aforesaid sum and that it would cause undue delay and hardship if she/he were required to produce letters of administration of or a succession certificate to the property and effects of the said Thiru/Thirumathi.....(b).....

AND WHEREAS the Government desire to pay the said sum of the Obliger but under Government rules and orders it is necessary that she/he should first execute a bond with one surety/two sureties to indemnify against all claims to the amount so due to the.....said.....Thiru/Thirumathi.....(b)....., said sum can be paid to the Obliger.

NOW THE CONDITION of this bond is such that if after payment has been made to the Obliger, the Obliger or the Surety/ Sureties shall in the event of a claim being made by any other person against the Government with respect of the aforesaid sum of Rs.....(f)..... (Rupees) refund to the Government, the sum of Rs.....(f)..... (Rupees) and shall otherwise indemnify and save Government harmless from all liability in respect of the aforesaid sum and all costs incurred in consequence of any claim thereto THEN the above written bond of obligation shall be void but otherwise the said bond shall remain in full force effect and virtue.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands the day and the year first above written.

Signed by the above named
surety/sureties in the
presence of

FORMS

T.N.F.C. Form 6-cont.

Signed by the above named
Obliger in the presence of

(1) **

Witnesses: (1)

(2)

2) ***

Accepted for and on behalf of the Government of
Tamil Nadu by\$\$.....
in the presence of ##

Note: - (a) Full name of the claimant.

(b) Name of deceased Government
servant pensioner.

(c) Full address and place of residence
of the claimant.

(d) First Surety.

(e) Second Surety.

(f) Amount of the claim.

* Signature of the Obliger.

** Signature of the first Surety.

*** Signature of the Second Surety.

\$\$ Name and designation of the officer directed or
authorised to accept the bond for and on behalf of
the Governor of Tamil Nadu.

Name and designation of witness.

Note - The obliger as well as the Sureties should
have attained majority so that the bond may have
legal effect or force.

FORMS

T.N.F.C. FORM 7

(See Chapter VI Articles 103 and 110)

REGISTER OF CONTINGENT CHARGES OF THE
DEPARTMENT OF THE DISTRICT 199 .

(Common forms of contingent register to be used in all departments except in the Government Press and the Jail Department)

Date	To whom paid	No. of sub-vouchers	Sub-head, detailed account heads and sub-divisions thereof					
		contingent abstract			Rs.	Rs.	Rs.	Rs.
Appropriation for each head				(6)	(7)	(8)	(9)	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Unusual charges	Total of each month bill	Date of receipt of detailed bill	Date of admission with initials	A	Date of transmission to Accountant-General and Accounts Officer	R	E	M	A	R	K	S
Des-crip-tion	A Total of each contingent abstract	of each month bill	of receipt of detailed bill	admission with initials		Date of transmission to Accountant-General and Accounts Officer						
Rs.		Rs.	Rs.			Rs.						
(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)				
				(a)	(b)							
				Amount admitted	Date of admission							

T.N.F.C FORM 8 - Deleted

FORMS

T.N.F.C. FORM 9

(See Chapter VII Article 181)

FORM OF TENDER AND CONTRACT
TENDER FOR THE SUPPLY OF GOODS

To the Governor of Tamil Nadu,

I of hereby contract and agree on the acceptance of this tender by on behalf of the Governor of Tamil Nadu to supply to the Government of Tamil Nadu (hereinafter referred to as "the Government") in accordance with the conditions of contract stated below the goods or materials hereunder named of the quality or sort and at the rate of price hereunder specified and hereby forward the sum of Rs..... as earnest money to be returned to me by the Government, if this tender is not accepted:-

Description of goods or materials	Quality or sort	Rate or Price (in figures and in words)	Total quantity or Number to be supplied if limited
-----------------------------------	-----------------	---	--

Conditions of contract

1. This contract is to last for months certain from its date. But in the event of any breach of agreement by any time on the part of the contractor, the contract shall be determinable by for and on behalf of the Government without compensation to the contractor. The contract may also be put an end to at any time by the Government upon giving..... days notice to the contractor.

2. The goods or materials to be supplied under this contract are to be of the quality or

FORMS

T.N.F.C. Form 9-cont.

sort above mentioned and in every respect equal and answerable to the patterns or samples sent with the tender such as the Government or any Officers duly authorised by them shall approve.

3. The goods or materials to be delivered at..... free of charges to the Government and at the contractor's risk in such quantities or numbers at such times and in such manner asor any one duly authorized by him shall from time to time order.

4. Rejected goods or materials shall be removed by and the expense of the contractor within seven days after notice shall have been given him of the rejection. If not so taken away themay cause the goods or materials to be removed and charge the contractor with all expenses incurred in such removal.

5. In case of failure by the contractor to deliver goods or materials demanded from him within the period limited for delivery or in case of goods or materials delivered by him not being of the stipulated quality, weight or measure or in case of goods or materials being delivered without a correct invoice in the duplicate or any one duly authorised by him shall have power to reject any such goods or materials and to purchase others instead of any goods or materials so rejected or not delivered unless the contractor shall himself forthwith supply others that shall be sufficient and satisfactory and any excess of cost so incurred by the Government over the contract price together with all charges and expenses attending the purchase shall be recoverable by the Government from the contractor.

In case of failure to complete the supplies within the date of delivery specified in terms of

FORMS

T.N.F.C. Form 9-cont.

the contract, placed on the contractor in preference to the lowest acceptable offer, in consideration of the offer of earlier delivery the difference between the contract rate and that of the lowest acceptable offer shall be recoverable by the Government from the contractor.

6. The contract or any part share of interest in it is not to be transferred or assigned by the contractor directly or indirectly to any person or persons whomsoever without the written consent of the.....

7. With every delivery of goods or materials under the contract invoices in duplicate are to be sent by the contractors. The duplicate will be returned by the
with the quantities or numbers received duly noted thereon. The contractor is to send in his account monthly to the.....
 within seven days from the termination of the month with the amount due correctly calculated according to the prices agreed upon whereupon after examination of the claim, notice shall be given to him of the day on which he or his authorized agent may attend for payment. Fraction of a rupee in the totals of the contractor's bill shall be rounded off to the nearest rupee (i.e., fractions of less than half shall be disregarded and fifty paise and over shall be taken as a rupee) in the case of bills amounting to Rs.25 and upwards. The totals of bills for less than Rs.25 shall be rounded to the nearest multiple of five paise in the manner indicated in Article 320 (a).

7A. The Government hereby agrees that during the term fixed by this contract and except as herein provided, Government shall not purchase from any person or persons other than the contractor or from any company or corporation all or any

FORMS

T.N.F.C. Form 9-cont.

quantities of the goods or materials agreed to be supplied by the contractor.

7B. The final payment of goods or materials under this contract shall be made only on production by the contractor of a certificate from the income-tax authorities that all income-tax payable by him up to the end of the accounts year has been duly paid.

8. Any notice to the contractor shall be deemed to be sufficiently served if given or left in writing at his usual or last known place of abode or business.

8A. The contractor shall produce an income-tax verification certificate in the prescribed form from the Income-tax Officer of the Circle/Ward or District where he is assessed or assessable to income-tax.

9. The contractor shall furnish security for the due fulfilment of the contract equivalent to 10 per cent of the total value of the contract. This security may be in the form of cash, promissory notes of the Government of Tamil Nadu, the Central Government or any other state Government, Municipal debentures, Port Trust Bonds, Post Office Savings Bank Deposits, Post Office Cash Certificate and Savings Certificates issued by the Government or Deposit receipt of a State Bank Of India. The contractor concerned may make, either by a suitable Deposit or guarantee arrangements with any Bank should deposit Government securities to cover the amount of security demanded with a margin 5 per cent below market value. Where cash is furnished as security the amount of the earnest money shall be taken into account in fixing the amount of security. The may at his discretion accept in lieu of such security bond from two sureties to be approved by him.

FORMS

T.N.F.C. Form 9-cont.

10. Upon the complete fulfilment of this contract by the contractor to the satisfaction of the Government or any officer duly authorized by them the said sum of Rs..... deposited as security by the contractor shall be returned to him less the amount, if any, due by the contractor to the above Officer.

(Contractor's signature)

Address by post

Witness to the above signature)

Acceptance

The Governor of Tamil Nadu hereby accept the foregoing tender in accordance with the conditions of contract thereunto annexed.

Dated:

(For and on behalf of
the Governor of Tamil Nadu)

T.N.F.C. FORM 9-A

(See Chapter VII, Article 131-A)

**FORM OF AGREEMENT FOR THE PURCHASE OF STORES FROM
FOREIGN FIRMS BY THE PURCHASING OFFICERS.**

This agreement made on theday of..... one thousand nine hundred and ninety.....between the Governor of Tamil Nadu (hereinafter called "the Governor" which terms where the context so permits, shall include his successors, in office and assigns) of the One Part and(hereinafter.....called.....the

FORMS

T.N.F.C. Form 9A-cont.

"Manufacturers" "Suppliers" which terms shall where the context so permits include their heirs, executors, administrators, legal representatives and assigns) of the Other Part.

Whereas, the manufacturers/suppliers have agreed to supply the articles described in detail below to the (here enter the names of the department or office to which the supply is to be made) ; and

Whereas, the manufacturers/suppliers have further agreed to supply the articles on such rates, terms, and conditions as may be specified by the(here enter the designation of the purchasing officer hereinafter referred to as ".....") in the firm order to be placed with the manufacturer/suppliers from time to time.

Now these presents witnesseth and the parties hereto hereby mutually agree as follows:-

(1) The articles ordered for in the firm order shall be supplied by the manufacturers/suppliers at the rates, terms and conditions mentioned in the said firm order.

(2) Supply of the entire quantity of the articles ordered for shall be completed before the 31st of March of the following year or within one year of receipt of the firm order, whichever is preferred by the.....(here enter the designation of the purchasing officer)

(3) In case the supply is not completed before 31st March of the following year or within one year of receipt of the firm order whichever is preferred by the.....(here enter the designation of the purchasing officer) the manufacturers/suppliers undertake to meet the loss

T. N. F. C. FORMS

FORMS

T.N.F.C. 9A-cont.

sustained by the Government of Tamil Nadu (hereinafter referred to as "the Government").

(4) Quality of the articles supplied shall conform strictly to the specification mentioned in the firm order and thehas the right to reject the quantity of the articles that does not conform to the specification and the decision of the.....in this regard shall be final and binding.

In witness whereof the common seal of the..... has hereunto been affixed and the agreement executed for and on behalf of the company by its Directors Thiruand Thiru.....and Thiru..... acting for and behalf of and by the order and direction of the Governor of Tamil Nadu has hereunto set his hand.

The common seal of the..... has hereunto been affixed in the presence of

(1) Director

(2) Secretary or other person
authorised

Witnesses:

(1)

(2)

Witnesses:

(1)

(2)

FORMS

T.N.F.C. FORM 10

(See Chapter VII, Article 135)

STOCK ACCOUNTS OF FURNITURE AND OTHER OFFICE STORES

Office of
Name of article - Chairs.

Date	No. & Dt. of con- tingent voucher invoice etc.	Date of Purchase	Value	Date of Purchase	Purchase value
(1)	(2)	(3)	(4)	(5)	(6)

(Sample entries)

1st April 199	.....	.....	.....	.....	.....
15th June 199	.....	Voucher No.10, dated 15th June 199			
25th August 199	.....	Indent No.27, dated 15th August 199			
1st October 199	.....	Office Order 37, dated 1st October 199			
Destroyed as they were not worth repairing.					

Nature of transac- tion.	Receipts	Issues	Balance	Remarks
(7)	(8)	(9)	(10)	(11)
Opening balance		..	..	..
Purchased	4	..	50	..
Transferred to the office of-		6	44	..
Broken chairs condemned as unserviceable		3	41	..

FORMS

T.N.F.C. FORM 10-A

(See Chapter VII. Article 135)

STOCK ACCOUNT OF LIVERSTOCK (TO BE MAINTAINED SEPARATELY FOR EACH CLASS OF ANIMAL SUCH AS CATTLE HORSE, SHEEP, POULTRY, ETC.)

Sl. No.	Station to which it belongs	No. of the animal	Breed of the animal	Sex	Age	
					Year	Month
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Date of purchase	Date of death or disposal	Cause of death or how disposed of	Book value as on 1st April	Amounts realised by sale	Value to be written of	R E M A I N I N G
(8)	(9)	(10)	(11)	(12)	(13)	(14)

Rs. Rs. Rs.

NOTE- The book value to be indicated in column (11) will be the purchase price of the animal in the year of purchase and in subsequent year value fixed for it as on 1st April in the annual valuation.

FORMS

T.N.F.C. FORM 11

(See Chapter X; Article 227)

FORM OF PERSONAL SECURITY BOND TO BE EXECUTED BY AN OFFICIATING OR TEMPORARY GOVERNMENT SERVANT DRAWING AN ADVANCE FOR THE PURCHASE OF A CONVEYANCE (OTHER THAN A MOTOR CAR OR A MOTOR CYCLE) ALONG WITH A PERMANENT GOVERNMENT SERVANT AS SURETY.

KNOWN ALL MEN BY THESE PRESENTS that weof..... and.....of.....are held and firmly bound unto the..... Governor of Tamil Nadu in the sum of Rupeesto be paid to the Government of Tamil Nadu (hereinafter called the Government) their successors or assigns or their certain attorney or attorneys for which payment to be well and truly to be made we bind ourselves and each of our heirs, executors, administrators and legal representatives firmly by these presents.

WHEREAS the above bounden who at present holds the office of has applied to the Government for the grant to him of an advance of Rupees.....for the purpose of purchasing AND WHEREAS the Government have agreed to sanction such advance upon the said..... and the above bounden as his surety entering into a bond in the above mentioned sum of Rupees with such condition as is hereunder written for the due and punctual repayment by the said of the several instalments of the principal sum and interest thereon as and when they fall due and for the observance and performance by the said

FORMS

T.N.F.C. Form 11-cont.

..... of the several conditions and covenants laid down in the Tamil Nadu Financial Code or any modification thereof relative to the above said advance.

Now the above written bond is conditioned to be void in either of the cases following:-

(1) If the said his heirs, executors, administrators or legal representatives shall from time to time and at all times hereafter well and truly pay or cause to be paid to the Government all such sums of money as shall from time to time become due and owing to the Government from the said..... in respect of the advance above mentioned as and when such sum or sums of money shall respectively become due and payable.

(2) If the said shall at any time or times hereafter make default payment of any such sum or sums of money as aforesaid and the said or his heirs executors, administrators or legal representatives shall within the space of one calendar month after receiving notice in writing of such default and of the amount thereof from the Government well and truly pay or cause to be paid to the Government the sum of money stated in the said notice to be and being the amount of the said default.

Signed, sealed and delivered
by the said
in the Presence of

Signed, sealed and delivered
by the said (surety)
in the presence of

FORMS

T.N.F.C. FORM 11-A

(See Chapter X, Article 242-B)

FROM OF SURETY OF A PERMANENT STATE GOVERNMENT
SERVANT TO BE OBTAINED BEFORE THE ADVANCE OF
TRAVELLING ALLOWANCE IS SANCTIONED TO THE FAMILY OF
GOVERNMENT SERVANT WHO DIES IN SERVICE

KNOW ALL MEN BY * THESE PRESENTS THAT WE
..... (1) *
(hereinafter called the "obliger") and (2) #
..... (hereinafter called the
"Surety") are held and fully and firmly bound unto
the Governor of Tamil Nadu, (hereinafter called the
"Government") for the sum of Rs..... to the
payment of which amount well and truly to be made
we jointly and severally bind ourselves and our
respective heirs, executors, administrators, legal
representatives and assigns by these presents.

WHEREAS THE GOVERNMENT has paid to the obliger a
sum of Rs...\$..... (receipt of which sum the
obliger hereby acknowledges) on account of advance
of travelling expenses to the family of the **
.....deceased
hereinafter referred to as the ("family") for their
journey to.....(her
.....and for the transport of the
personal effects of the said **.....
(deceased) to.....\$\$.....

NOW THE CONDITION OF THE ABOVE WRITTEN BOND is such
that if the said obliger shall account to the
satisfaction of the Government, within one month of
the completion of the journey to
..... by the
family, if the family travels in one batch, or when
the family travels in more than one batch, within
one month of the completion of the journey by the
last batch, or within one month of the expiry of
the period of six months after the date of receipt
of this advance, whichever is earlier, for the

FORMS

T.N.F.C. Form 11A-cont. .

proper expenditure of the aforesaid advance, then the above written bonds shall be void and of no effect, but otherwise the bond shall remain in full force, effect and virtue. Those presents further witness that-

(a) any forbearance, extension of time, or indulgence on the part of the Governor of Tamil Nadu or any Officer to the obliger whether with or without the knowledge or consent of the surety, shall not in any way release the said surety; his heirs, executors, administrators, legal representatives and assigns from his or their liability under the above written bond;

(b) that the stamp duty on this bond shall be borne by the Government.

Signed and delivered by
the above named obliger in
the presence of-

1.

2.

* Here insert the name of the individual to whom the advance is paid

Here insert the name of the surety

\$ Here specify the amount of advance paid

** Insert the name of the deceased Government servant

\$\$ Insert the normal place of residence of the Government servant a journey to which is admissible under the rule.

FORMS

T.N.F.C. Form 11A-cont.

Signed and delivered by
the above named Surety in
the presence of

1.
2.

Accepted for and on behalf
of the Governor of Tamil Nadu
in the Presence of-

1.
2.

TAMIL NADU FINANCIAL CODE FORM 12

CHAPTER X ARTICLE 230

FORM OF APPLICATION BY A GOVERNMENT SERVANT FOR AN
ADVANCE FOR PURCHASE OF A MOTOR CAR/MOTOR CYCLE/
SCOOTER/MOPED.

1. Name of the applicant
2. Designation
3. Name of office in
which the applicant is
employed
4. Residential address of
the applicant
5. a) Basic Pay
b) Scale of Pay

T.N.F.C. Form 12-cont.

6. Gross Salary per mensem (Indicate every item Separately)
7. Carry-Home Salary (Net)
8. Date of Joining Government Service
9. Details as to the post in which the applicant is an approved probationer (or) the post in which he is confirmed
10. Date of Birth
11. Date of Retirement
12. Amount of Advance applied for.
13. Type of Vehicle for which advance is applied for
14. State whether the vehicle to be purchased is new or old
15. Name of the Firm or party from whom the vehicle is proposed to be purchased with full address
16. In the case of new vehicle, state whether proforma invoice of the Firm for the vehicle is enclosed

FORMS

T.N.F.C. Form 12-cont.

17. In the case of old vehicle, state whether letter of consent by the seller is enclosed
18. Price of the vehicle to be purchased
19. Whether the seller of the old vehicle is related to the applicant?
20. If the applicant was already in possession of a vehicle, furnish the following details:
 - (a) Name of the vehicle he was in possession of
 - (b) The period (denoting the dates from..... to) during which he was in possession of the vehicles:
 - (c) The date on which he sold the vehicle:
 - (d) Sale price of the vehicle
 - (e) Whether the old vehicle was purchased with the advance obtained from the Government?

FORMS

T.N.F.C. Form 12-cont.

21. Whether at present the applicant is in possession of any vehicle? If so, furnish the following details:
- (a) Name of the vehicle
 - (b) The date from which he is in possession of the vehicle?
 - (c) Whether the vehicle was purchased with the advance obtained from the Government?
 - (d) The proposed sale price of the vehicle
22. Whether the applicant has given away as gift or sold the vehicle purchased out of Government advance or out of his personal funds as the case may be?
- If so, the date on which it was given away as gift, or was sold and the sale price, may be furnished.
23. Whether the applicant has applied for the first time for vehicle advance?

FORMS

T.N.F.C. Form 12-cont.

24. If not, the number of times the applicant had received vehicle advance previously; the number and the date of the sanction orders as well as the amount of advances sanctioned.
25. If the applicant was sanctioned with vehicle advance previously whether such sanction order has been cancelled consequent to his non-availing of the advance? If so the details thereof:
26. If the applicant was sanctioned with vehicle advance and availed the same, Whether he was directed to repay the vehicle advance so availed in full for the reason that the vehicle was purchased in violation of or in controvention of rules? If so, the details thereof:
27. If the price of the vehicle is in excess of the amount of advance applied for the proposed source from which he wants to meet out the difference:

FORMS

T.N.F.C. Form 12-cont.

28. Whether the applicant has now applied for advance for the purchase of Motor Cycle / Scooter/ Moped having already availed Cycle advance from Government?

If so, state the number and date of sanction order for the Cycle advance -

a) Certified that the particulars given above are complete and true-

b) Certified that I have not purchased the vehicle for which I have applied for advance, till date, that I shall complete the payment for and take possession of the vehicle before the expiry of one month from the date of drawal of the advance and I shall insure it within one month from the date of taking delivery of it.

29. a) Whether the applicant is on leave
 b) If so, the nature of leave

FORMS

T.N.F.C. Form 12-cont.

- c) The date from which the applicant is on leave
- d) Date of expiry of leave
30. a) Whether the applicant is likely to proceed on leave
- b) If so, the nature of leave
- c) The date from which the applicant is on leave
- d) Date of expiry of leave

DATE:

SIGNATURE OF THE APPLICANT

STATION:

RECOMMENDATION AND CERTIFICATE
BY THE HEAD OF OFFICE

Certified that the particulars furnished by

in his application for the sanction of
 advance for the purchase of.....
 have been verified
 with official documents/records and found correct
 and that he is an approved probationer /his
 services were confirmed in the post of.....

FORMS

T.N.F.C. Form 12-cont.

..... and that no disciplinary proceedings are pending against him. The applicant has applied for the vehicle advance for the first time.

The applicant has already drawn vehicle advance times. Now he has applied for the time.

Certified that the applicant is eligible for the sanction of vehicle advance for the purchase of vehicle in accordance with rules.

DATE:

SIGNATURE AND SEAL OF THE HEAD
OF THE OFFICE.

STATION:

FORMS

T.N.F.C. FORM 13

[See Chapter X, Article 230 (c) (2).]

FORM OF AGREEMENT TO BE EXECUTED AT THE TIME
OF DRAWING AN ADVANCE FOR THE PURCHASE OF A MOTOR
CAR/CYCLE

AN AGREEMENT made thisday of.....
One thousand nine hundred andbetween
.....Of.....(hereinafter called the
Borrower, which expression shall include his heirs
administrators, executors and legal
representatives) of the one part and the Governor
of Tamil Nadu of the other part.

WHEREAS the Borrower has under the provisions of
the Tamil Nadu Financial Code (hereinafter referred
to as the said Code, which expression shall include
any amendments thereof or additions thereto for the
time being in force) applied to the Government
of Tamil Nadu (hereinafter called the Government)
for a loan of Rs.... for the purchase of a motor
car/cycle on the terms and conditions hereinafter
contained and whereas the application of the
Borrower for the said loans being considered by the
Government now IT IS HEREBY AGREED between the
parties hereto that in consideration of the sum of
Rs..... to be paid by the Government
to the Borrower if and when the Government sanction
the said loan the Borrower hereby agrees (1) to pay
the Government the said amount with interest
calculated according to the said Code by monthly
deduction from his salary as provided for by the
said Code and hereby authorizes the Government to
make such deductions, (2) within one month from
the date of drawal of the advance to expend the
full amount of the said loan in the purchase of a
motor car; cycle or if the actual price paid is
less than the loan, to repay the difference to the
Government forthwith, (3) in the event of Borrower's
reversion from Government service before the
advance drawn together with interest is fully

FORMS

T.N.F.C. Form 13-cont.

repaid, to repay in one lump-sum the amount outstanding and the interest due before borrower is actually relieved from the Government service and (4) to execute a document hypothecating the said motor car/cycle to the Government as security for the amount lent to the Borrower as aforesaid and interest in the form provided by the said Code AND IT IS HEREBY LASTLY AGREED AND DECLARED that if the motor car/cycle has not been purchased and hypothecated as aforesaid within one month from the date of drawal of the advance or if the Borrower within that period becomes insolvent or quits the service of the Government or dies the whole amount of the loan and interest accrued thereon shall immediately become due and payable.

IN WITNESS WHEREOF THE BORROWER AND.....for and on behalf of the Governor of Tamil Nadu have hereunto set their hands.

* Signed by the said

(Signature of witness) (Signature and designation
of the Borrower)

Signed by (name and designation)for and on behalf of the Governor of Tamil Nadu in the presence of

(Signature and designation
of the Officer)

Name and designation of the borrower

* Name and designation of the Borrower.

FORMS

T.N.F.C. Form 13-A

(See Chapter X, Article 232-A)

FORM OF AGREEMENT TO BE EXECUTED BY A RURAL MEDICAL PRACTITIONER AT THE TIME OF DRAWING AN ADVANCE FOR THE PURCHASE OF A BICYCLE.

AN AGREEMENT made thisday one thousand nine hundred andbetween.....of (hereinafter called the Borrower, which expression shall include his legal representatives and assignees) of the one part and the Governor of Tamil Nadu of the other part.

WHEREAS the Borrower has under the provisions of the Tamil Nadu Financial Code (hereinafter referred to as the said Code, which expression shall include any amendments thereof or additions thereto for the time being in force) applied to the Government of Tamil Nadu (hereinafter called the Government) for loan of Rs for the purchase of a cycle 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 hereby agrees (1) to pay the Government the said amount with interest calculated according to the said Code by monthly deductions from the subsidy payable to him as provided by the said Code and hereby authorizes the Government to make such deductions, (2) within one month from the date of drawal of the advance to expend the full amount of the said loan in the purchase of a cycle or if the actual price paid is less than the loan to repay the difference to the Government forthwith and (3) to execute a document hypothecating the said bicycle to the Government as security for the amount lent to the Borrower as aforesaid and interest in the form provided by the said

FORMS

T.N.F.C. form 13A-cont.

provided by the said Code AND IT IS HEREBY LASTLY AGREED AND DECLARED that if the bicycle has not been purchased and hypothecated as aforesaid within one month from the date of drawal of the advance or if the Borrower within that period becomes insolvent or quits the service of the local body or dies the whole amount of the loan and interest accrued thereon shall immediately become due and payable.

IN WITNESS WHEREOF the said(the Borrower) has hereunto set his hand the day and year first above written.

Signed by the said

in the presence of

T.N.F.C. FORM 14

[See Chapter X - Article 230 and 231]

FORM OF MORTGAGE BOND FOR MOTOR VEHICLE - INITIAL
ADVANCE

THIS INDENTURE made thisday of...
...one thousand nine hundred and.....between
..... (herein
after called the " the Borrower " which expression
shall include his heirs, administrators, executors
and legal representative) of the one part and the
Governor of Tamil Nadu (hereinafter called "the
Governor" which expression shall include his
successors and assigns) of the other part.

FORMS

T.N.F.C. Form 14-cont.

WHEREAS the Borrower has applied for and has been granted an advance of Rupees..... to purchase a Motor Vehicle and/or to pay customs duty in respect of a (the) motor vehicle on the terms of Article 230 to 231 of the Tamil Nadu Financial Code, Volume I of the Government of Tamil Nadu (hereinafter referred to as "the said Rules" which expression shall include any amendment thereof or additions 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 Vehicle to the Government as security for the amount lent to the Borrower AND WHEREAS the Borrower has purchased and/or paid customs duty with or partly with the amount so advanced as aforesaid the Motor Vehicle particulars whereof are set out in the schedule hereunder written.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and for the considerations 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 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 or where, in the event of his proceeding on deputation out of India for a period exceeding twelve months or of his being transferred to a post outside India, the competent authority has allowed repayment of the amount of advance remaining unpaid and/or interest as aforesaid on the happening of such an event in rupees in India, the Borrower doth hereby agree to pay to the Governor such dues by remittance through

FORMS

T.N.F.C. Form 14-cont.

bank draft drawn by the 15th of every month in favour of the Accounts officer in whose books the accounts of the aforesaid advance are kept, and in further pursuance of the said agreement the Borrower doth hereby assign and transfer unto the Governor the Motor Vehicle the particulars whereof are set out in the Schedule hereunto written by way of security for the said advances 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 the entire customs duty payable 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 part with the property in or possession of the said Motor Vehicle, 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 manner aforesaid within ten days after the same are due or if the Borrower shall die or at any time cease to be in Government Service or if the Borrower shall sell or pledge with the property in or possession of the said Motor Vehicle 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 judgement against the Borrower the whole of the said principal sum which shall 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 Governor may on the happening of any of the events herein before 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 moneys retain the balance of the said

FORMS

T.N.F.C. Form 14-cont.

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 realizing 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 said Motor Vehicle shall not prejudice the right of the Governor 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 Governor he will not permit or suffer the said Motor Vehicle to be destroyed or injured or to deteriorate in a greater degree that 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.

THE SCHEDULE

Description of Motor Vehicles

Maker's Name :

Description :

No. of Cylinders :

Engine Number :

Chassis No :

Cost Price :

FORMS

T.N.F.C. Form 14-cont.

IN WITNESS whereof the said Mortgagor (Borrower's Name).....(and)..... for and on behalf of the Governor of Tamil Nadu have thereunto set their respective hands.

*Signed by the said 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 Tamil Nadu in the presence of :

- 1.
- 2.

(Signature of Witnesses)

Signature and Designation of the Officer.

FORMS

T.N.F.C. Form 14 - A

(See Chapter X, Article 232-A)

FORM OF MORTGAGE BOND FOR A BICYCLE ON ACCOUNT OF WHICH A RURAL MEDICAL PRACTITIONER HAS DRAWN AN ADVANCE.

THIS INDENTURE made thisday of one thousand nine hundred and between..... (hereinafter called the Borrower, which expression shall include his legal representatives and assignees) of the one part and the Governor of Tamil Nadu of the other part.

WHEREAS the Borrower has applied for and has been granted an advance of Rs.....to purchase a bicycle on the terms of Article 232-A of the Tamil Nadu Financial Code (hereinafter referred to as the said Code which expression shall include any amendments thereof or additions 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 bicycle to the Government of Tamil Nadu (hereinafter called 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 bicycle 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 government 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 and will pay interest on the sum for the time being remaining due and owing calculated according

FORMS

T.N.F.C. Form 14A-cont.

to the said Code and the Borrower doth agree that such payments may be recovered by monthly deductions from the subsidy payable to him in the manner provided by the said Code and in further pursuance of the said agreement the Borrower doth hereby, assign and transfer unto the Government the bicycle 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 Code.

AND the Borrower doth hereby agree and declare that he has paid in full the purchase price of the said bicycle and that the same is his absolute property and that he has not pledged and so long as any moneys remain payable to the Government in respect of the said advance will not sell, pledge or part with the property in or possession of the said bicycle 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 manner aforesaid within ten days after the same are due or if the Borrower shall die or at any time cease to be in the service of the local body, or if the Borrower shall sell or pledge or part with the property in or possession of the said bicycle or become insolvent or make any composition or arrangement with his creditors or if any persons shall take proceedings in execution of any degree 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 declared that the Government may on the happening of any of the events herein before mentioned seize and take possession of the said bicycle and either remain in possession thereof without, removing the same or else may remove and sell the said bicycle either by public auction or private contract and may out of the sale money retain the balance of the said

FORMS

T.N.F.C. Form 14A-cont.

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 realizing the 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 bicycle shall not prejudice the right of the Government to sue the Borrower or his personal representative for the said balance remaining due and interest or in the case of the bicycle 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 not permit or suffer the said bicycle 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 bicycle, the Borrower will forthwith have the same repaired and made good.

IN WITNESS WHEREOF the said.....
(the Borrower) has hereunto set his hand the day and year first above written.

THE SCHEDULE

Description of bicycle.

Maker's name.

Description.

Cycle number.

Cost price.

SIGNED by the Borrower in the presence of-

FORMS

T.N.F.C. FORM 14 - B

Article - 231

FORM OF MORTGAGE BOND FOR MOTOR VEHICLE PURCHASED WITH THE SALE PROCEEDS OF AN OLD ONE BEFORE THE REPAYMENT OF THE ENTIRE ADVANCE OF MONEY WITH INTEREST THEREON SANCTIONED BY GOVERNMENT EARLIER FOR THE PURCHASE OF LATTER VEHICLE.

THIS INDENTURE made thisday of.....
 BETWEEN THIRU.....
son of
 (hereinafter called "the Borrower" which expression shall unless excluded by or repugnant to the subject or context include his heirs, administrators, executors and legal representatives) of the ONE PART and the Governor of Tamil Nadu (hereinafter called Governor which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the other part.

WHEREAS BY A DEED OF Mortgage, dated theday.....of the Borrower mortgaged to the Governor the Motor Vehicle described in the Schedule thereto (hereinafter referred to as "the old Motor Vehicle") to secure the Motor Vehicle purchase advance of Rs..... (in words as well as in figures) with interest at the rate and on conditions mentioned in the said Deed of Mortgage (hereinafter referred to as the "Principal Deed").

FORMS

T.N.F.C. Form 14B-cont.

AND WHEREAS out of the said sum of Rs..... advanced to the Borrower by the Governor the Borrower has made part repayments and a sum of Rs..... (in words as well as in figures) towards principal plus interest thereon as per the terms of the Principal Deed still remain due and payable by the Borrower to the Governor.

AND WHEREAS the Borrower being in need of a new Motor Vehicle (hereinafter referred to as the new Motor Vehicle) applied to the Governor for permission to sell his old Motor Vehicle and purchase a new one AND WHEREAS the Borrower has been permitted to sell the old Motor Vehicle and utilise the sale proceeds of the old Motor Vehicle and in terms of Article 230 of Tamil Nadu Financial Code, Volume-I (hereinafter referred to as the said rules which expression shall include any amendment thereof and additions for the time being in force) towards the purchase of the new Motor Vehicle on condition that the new Motor Vehicle shall be mortgaged to the Governor by way of security for the repayment of the sums thus due and owing from the Borrower to Governor.

AND WHEREAS the sum of Rs..... is now due and owing from the Borrower for principal AND WHEREAS the Borrower is liable in addition to pay interest as per the terms of the Principal Deed.

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 by equal monthly instalments of Rs..... every month and will pay interest on the sum of Rs..... originally advanced to him (hereinafter referred to as the principal) according

FORMS

T.N.F.C. Form 14B-cont.

to the terms of the Principal Deed 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 upto the Governor the Motor Vehicle the particulars whereof are set out in the Schedule hereunder 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/or the entire customs duty payable 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 Principal will not sell, pledge or part with the property in or possession of the said Motor Vehicle. 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 manner aforesaid within ten days after the same are due or if the Borrower shall die or at any time cease to be in Government service 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 composition or arrangement with his creditors or if any person shall take proceedings in execution of any decree or judgement against the Borrower the balance of the principal which shall then be remaining due and unpaid together with interest on principal calculated as aforesaid shall forthwith become payable and IT IS HEREBY AGREED and declared that the Governor may on the happening of any of the event herein before mentioned seize and take 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 moneys retain the balance of

FORMS

T.N.F.C. Form 14B-cont.

the Principal then remaining unpaid and any interest still due the principal calculated 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 representative PROVIDED FURTHER that the aforesaid power of taking possession or selling of the said Motor Vehicle shall not prejudice the right of the Governor, to 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 Governor he will not permit or suffer the said Motor Vehicle to be destroyed or injured or to deteriorate in 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.

THE SCHEDULE

Description of the Motor Vehicle

Maker's Name :
 Description :
 No. of Cylinder :
 Engine Number :
 Chassis No :
 Cost Price :

FORMS

T.N.F.C. Form 14B-cont.

IN WITNESS whereof the said.....
..... (Borrower's Name) and
..... for and on behalf
of the Governor of Tamil Nadu have thereunto set
their respective hands..

* Signed by the said in the presence of:

- 1.
- 2.

(Signature and designation of
the Borrower)

(Signature of witnesses)

Signed by (Name and Designation)

- 1.
- 2.

(Signature of Witnesses)

(Signature and Designation of
the Officer)

* Name and Designation of the Borrower.

T.N.F.C. FORM 15

[See Chapter X, Article 230 (c) (4).]

FORM OF LETTER INTIMATING TO THE LIFE INSURANCE CORPORATION OF INDIA/AN INSURED COMPANY THE TAMIL NADU GOVERNOR'S INTEREST IN A MOTOR CAR/CYCLE INSURANCE POLICY.

From

To

Through the Director of Treasuries
and Accounts.

Dear Sir,

I am to inform you that the Governor of Tamil Nadu is interested in the Motor Car/Cycle Insurance Policy No.....secured in your Corporation/Company and to request that you will kindly insert clause to the following effect in the policy.

Form of clause to be inserted in the Insurance policy.

1. It is hereby declared and agreed that Thiru the owner of the motor car/cycle, hereinafter referred to as the (insured in the Schedule to this policy) has hypothecated the car/cycle to the Governor of Tamil Nadu (herein after called the Governor) as security for an advance for the purchase of the motor car/cycle and it is further declared and agreed that the Governor is interested in any monies which but for this endorsement be payable to said Thiru..... ("the insured" under this policy) in respect of the loss or damage to the said motor car/cycle [which loss or damage is not made good by repair, reinstatement or replacement] and such moneys shall

FORMS

T.N.F.C. Form 15-cont.

be paid to the Governor as long as he is the mortgagee of the motor car/cycle and his receipt shall be full and final discharge to the Corporation 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 Corporation/ Company respectively, under or in connection with this policy or any term, provision or condition thereof.

Yours faithfully,

Place :

Date :

Forwarded. The receipt of the letter may kindly be acknowledged, it is also requested that the undersigned may kindly be informed whenever any claims are paid under the policy and also if the premium is not paid periodically for renewal.

(Signature)

{Director of Treasuries and Accounts}

Place :

Date :

T.N.F.C. FORM 16 - Deleted.

T.N.F.C. FORM 17

[See Chapter XII, Article, 276]

REGISTER OF SECURITY DEPOSITS.

Item No.	Date of receipt of the deposit	Depositor's name	Depositor's designation	For what purpose or work (quoting reference to agreement or bond)
(1)	(2)	(3)	(4)	(5)

Particulars of the deposit	Amount	Initials of the departmental authority	Date when refunded or adjusted	Amount refunded or adjusted
	Rs.			Rs.
(6)	(7)	(8)	(9)	(10)

Under what head of service adjusted.	No. and Date of depositor's receipt or acknowledgement	Initials of the departmental authority	Balance, if any carried over as a separated entry.	Remarks (reference to annual verification, etc.)
(11)	(12)	(13)	(14)	(15)

NOTE: This is a model Form which may be adopted to suit the requirements of any particular department. Consult it with the Accountant-General.

T.N.F.C. FORM 18

[See Chapter XII, Article 279 (7)]

FORM OF FIDELITY BOND

WHEREAS hereinafter called the "Employed", is in, or is about to be taken into, the employment of the Governor of Tamil Nadu as hereinafter called the "Employer", in the capacity setforth in the proposal after mentioned, and an application has been made to THE ASSOCIATION / COMPANY / CORPORATION / LIMITED), (hereinafter called the "Association") to give such guarantee as hereinafter contained which application has been entertained by the Association Company/Corporation.

AND WHEREAS a proposal for such Guarantee and relative Statement or Statements signed on behalf of the Employer have thereupon been delivered to the Association/Company/Corporation on behalf of the Employer setting forth the circumstances and conditions of the said employment and precautions and checks to be used on behalf of the Employer for securing accuracy of accounts and limiting the amount of moneys entrusted to or left in the hands of the Employed at any one time, which proposal and relative Statement or Statements are hereby declared to be the basis of the Contract of Guarantee hereinafter setforth.

AND WHEREAS the First Premium above mentioned has been paid to the Association/Company/Corporation as the Premium or consideration for such guarantee for the period commencing the day of Nineteen hundred andand terminating on the day of Nineteen hundred and NOW THEREFORE this Agreement witnesses that, in consideration of the premises,

FORMS

T.N.F.C. Form 18-cont.

and during the period commencing and terminating as aforesaid and afterwards during every succeeding year in respect which the Employed or the Employer shall, before or upon the day of.....in each such year, or within ten days thereafter pay or cause to be paid to the Association/Company/Corporation, and the Association/ Company/ Corporation shall consent to receive the annual premium above mentioned the Association/Company/Corporation will, and they do hereby, as surety for the Employed, agree to guarantee to the Employer, that, so long as the Employed shall, after the date of this Agreement continue in the uninterrupted employment of the Employer in the capacity setforth in the said proposal, the Employer shall and will during the subsistence of this agreement, honestly and faithfully account to the Employer of all moneys which the Employed in the course of said employment shall receive or be entrusted with on account of the Employer, and generally that the Association/Company/Corporation will to the extent hereinafter mentioned, indemnify the Employer against all loss in such moneys which the Employer may sustain by any fraud or dishonesty of the Employed in the capacity and employment aforesaid to an amount not exceeding the sum of.....

.....PROVIDED ALWAYS that this agreement is issued subject to the following conditions, which shall be conditions precedent to the liability of the Association/Company/Corporation to pay any claim hereunder.

1. THAT the aforesaid guarantee and indemnity shall continue operative and in force only so long as the circumstances and conditions of the said employment shall remain in every particular as setforth in the said proposal and relative Statement or Statements and the precautions and checks for securing accuracy of accounts and limiting the amount of moneys entrusted to or left

FORMS

T.N.F.C. Form 18-cont.

in the hands of the Employed and any one time shall be duly observed and put in practice on the part of the Employer in accordance with the said proposal and relative Statement or Statements : AND that the Association/Company/ Corporation shall only be liable to contribute pro rata along with any other security held by the Employer.

2. THAT in the event of any such loss as aforesaid not exceeding the sum insured by this Policy any Securities held or recoveries made on behalf of the Employer shall be appropriated and exhausted before any claim is preferred under this policy.

3. It is hereby understood and agreed that the policy is extended to guarantee to the Government that the Employed shall and will during the subsistence of this Policy honestly and faithfully account to the Government for all moneys and properties which, he, while in the exercise of the office of..... shall receive or be entrusted with or which any person acting for him in the said office shall receive or be entrusted with on account of Government. Further the Association / Company / Corporation shall indemnify the Government against all loss in such moneys and properties which the Government may sustain by any act or acts of default or dishonesty, negligence or disregard of rules of the Employed in his said office as aforesaid or other persons nominated, accepted by or serving under him in his said office in the capacity and employment described in the policy.

4. THAT the Association/Company/Corporation shall be liable for any such loss as aforesaid only in the event of the Employer giving notice in writing to the Association/Company/Corporation in.....
..... of any act of fraud or dishonesty committed by the Employed within one month after the same shall have come to the knowledge of the Employer and within twelve months

FORMS

T.N.F.C. Form 18-cont.

either after the Employed shall have left the service of the Employer, or after the death of the Employed, or of the lapsing of this agreement, whichever of these events shall first happen; and such notice shall state the Number of the Agreement, the cause, nature, and extent of the loss, so far as then ascertained, and the address, if known, of the Employed; and that no claim shall be made under this Agreement except in respect of any act or acts of fraud or dishonesty which shall have occurred during the subsistence of this Agreement; and from and after the date upon which such fraud or dishonesty shall come to the knowledge of the Employer the Association/Company/Corporation shall *eo ipso*, and without any intimation whatever be relieved from their obligations hereby undertaken so far as regards the subsequent acts of the Employed; AND that every claim under this Agreement shall be lodged with the Association/Company/ Corporation without undue delay after notice as aforesaid shall have been given to the Association/ Company /Corporation; AND that full particulars and satisfactory proofs of the loss (verified, if the Association/Company/Corporation shall so require by Statutory Declaration), shall be given to the Association/ Company/ Corporation; and that when any such loss has been made good and satisfied by the Association/Company/Corporation, a discharge thereof shall be made thereon by the Employer, and thereupon this Agreement, shall be delivered up to the Association/Company/ Corporation AND that the Employer shall, when required by and at the expense of the Association/Compa / Corporation, assign to the Association; or company/Corporation, all claims and rights of action competent to the Employer against the Employed in respect of the loss so sustained.

5. THAT the employer shall, if required by the Association/Company/Corporation, forthwith prosecute

FORMS

T.N.F.C. Form 18-cont.

the Employed for any act or acts of fraud or dishonesty committed, or supposed to have been committed by the Employed in consequence of which a claim may be made under this Agreement, the Association/ Company/Corporation paying all expense, cost and damages necessarily incurred by the Employer in such prosecution AND that the Employer shall also give to the Association / Company / Corporation all such information and assistance as may be reasonably required for maintaining any action against the Employed for reimbursing to the Association/Company/Corporation any moneys which they may pay, or become liable to pay, under this Agreement.

SIGNED for and on behalf of the
 Association/Company/Corporation

 at the

 day of
 Nineteen hundred and

NOTE - This form should be adopted in all cases with suitable modification where necessary.

T.N.F.C. FORM 18 A - Deleted

FORMS

T.N.F.C. FORM 19

(See Chapter XII, Article 283)

MODEL FORMS OF SECURITY BONDS TO BE FURNISHED BY
GOVERNMENT SERVANTS

(1)

Security bond by a
when cash is deposited as
security.

KNOW ALL MEN by these presents that I
.....of
am held and firmly bound unto the Governor of
Tamil Nadu (hereinafter called the Governor) in
the sum of Rs..... to be paid to the
Government of Tamil Nadu (hereinafter called the
Government) their successors or assigns or their
certain attorney or attorneys for which payment
well and truly to be made I bind myself, my
heirs, executors, administrators and legal
representatives jointly and severally firmly by
these presents.

Sealed with my seal, dated this.....
day of19..... and I the said.....
.....do hereby for myself, my heirs,
executors, administrators and legal representa-
tives covenant with the Governor his successors
in office and assigns that if any suit shall be
brought touching the subject-matter of this obliga-
tion or the condition hereunder return in any Court
subject to the High Court of Judicature at Madras
other than the High Court in its Ordinary Original
Jurisdiction the same shall and may at the instance
of the Government be removed into, tried and deter-
mined by the said High Court in its Extraordinary
Original Jurisdiction.

FORMS

T.N.F.C. Form 19-cont.

WHEREAS the above bounden.....
 was on the day of
 19 appointed to and now holds and exercises the
 office of.....at.....
 AND WHEREAS by the virtue of
 such office the said.....
 has amongst other duties the care charge and over-
 sight of and responsibility for the sale and proper
 storing and keeping in the place appointed for the
 custody thereof respectively of all money, specie,
 bullion, coin, jewels, currency or Bank notes,
 stamps and securities of whatever description,
 gold, silver, copper, nickel, bronze, lead goods,
 stores, chattels or effects (hereafter together
 only called the said property) stored and used at
 received into or despatched from the
 of.....or paid, deposited or brought
 into the saidby any person or
 persons whomsoever and for the purpose or purposes
 whatsoever AND WHEREAS the said.....
 such.....as aforesaid is also responsible
 that the said property and every part thereof are
 and is of full measure and good quality when
 received into the said
 and until he has duly accounted therefor in manner
 hereinafter referred to AND WHEREAS the said
 is bound from
 time to time whenever called upon so to do to show
 to his superior officers that the said property and
 every part thereof save so much thereof as he as
 duly accounted for is at all times intact in the
 places aforesaid and is also bound to attend for
 the purpose of discharging his duties aforesaid at
 such times and places as his superior officer may
 appoint AND WHEREAS the said
 is further bound to keep true and faithful accounts
 of the said property and of his dealing under
 written orders of his superior officers therewith
 respectively in the form and manner that may from
 time to time be prescribed under the authority of
 the Government and also to prepare and submit such