



सत्यमेव जयते

# CIVIL MANUAL

ISSUED BY

**THE HIGH COURT OF JUDICATURE, BOMBAY  
APPELLATE SIDE, FOR THE GUIDANCE  
OF THE CIVIL COURTS AND OFFICERS  
SUBORDINATE TO IT**

*Published under the authority of the Honourable  
the Chief Justice and Judges*

1986

**VOLUME II  
(Appendices and Forms)**

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**(Appendices and Forms)**

## V

## TABLE OF CONTENTS

## VOLUME II

## APPENDICES

APPENDIX	DESCRIPTION	PAGE
A	List of Notifications of Government of India, Home Department, issued under clause to rule 26 of Order V, Civil Procedure Code (Chapter VIII) ..	1
B	List of Indian Foreign Service Officers (Chapter VIII).. ..	3
C	Forms prescribed under Section 50, Guardians and Wards Act VIII of 1890 (Chapter XV) .. .. .	14
D	Forms prescribed under Section 79, Provincial Insolvency Act V of 1920 (Chapter XVIII) .. .. .	25
F	Forms of Security Bonds prescribed by Government for Nazirs Clerks and Bailiffs (Chapter XXXI) .. .. .	36
G	List of Holidays for mofussil Courts (Chapter XXXVI).. ..	41
H	Forms of Returns (Chapter XXXVIII) .. .. .	47
I	Forms of Accounts (Chapter XL) .. .. .	70
J	List of Former Indian Rulers exempt from personal appearance in Civil Courts under Section 133, Civil Procedure Code, 1908	83
	Forms prescribed in Chapter II .. .. .	86
	Forms prescribed in Chapter VI .. .. .	94
	Forms prescribed in Chapter VIII .. .. .	94
	Forms prescribed in Chapter XII .. .. .	95
	Forms prescribed in Chapter XIV .. .. .	97
	Forms prescribed in Chapter XVII .. .. .	98
	Forms prescribed in Chapter XXI .. .. .	101
	Forms prescribed in Chapter XXVII .. .. .	107
	Forms of Annual Judicial Statements .. .. .	109

## APPENDIX A

(Chapter VIII, Paragraph 177, Volume I, p. 61)

Notification of the Government of India, Home Department (Judicial), No. F. 576/1924, dated the 15th August 1925.

In pursuance respectively of section 29 and of rule 26(b) of Order V of the First Schedule to the Code of Civil Procedure, 1908 (Act V of 1908), the Governor General in Council is pleased to declare—

(i) that the provisions of section 29 of the said Code shall apply to the Courts in Nepal specified in the Schedule hereto annexed; and

(ii) that the service by such Courts in Nepal of any summons issued by a Court in India under the Code of Civil Procedure, 1908 (Act V of 1908), shall be valid service.

2. The Foreign and Political Department Notification No. 327-E, C, dated the 31st January 1907, is hereby cancelled.

### SCHEDULE

#### *List of Nepalese Courts*

Names of Amini Courts	Names of Indian Post Offices on the border nearest to the Amini Courts
<i>Under the Birgani Goshwara Courts</i>	
Birgani Amini Court of District Parsa ..	Raxaul (District Champaran).
Kalaiya Amini Court of District Bara ..	Adapur (District Champaran).
Kadarbana Amini Court of District Rautahat.	Bairagnis (District Muzaaffarpur).
<i>Under the Mahotari Sarlahi Goshwara Court</i>	
Jaleshwar Amini Court of District Mahotari	Madhwarpur (District Darbhanga).
Sarlahi Amini Court of District Sarlahi ..	Sonbarsa (District Darbhanga).
<i>Under the Saptari Goshwara Court</i>	
Hanumannagar Amini Court, District of Saptari.	Kanauli Bazar (District Bhagalpur).
Siraha Amini Court .. .. .	Jainagar (District Darbhanga).
<i>Under the Morang Birtnagar Goshwara Court</i>	
Birtnagar Amini Court of the Morang, Rangeli District.	Jogbani (District Purnea).
<i>Under the Morang Jhapa Goshwara Court</i>	
Jhapa Amini Court of District Jhapa ..	Dighalbank (District Purnea).
<i>Under the Bethari Goshwara Court</i>	
Bethari Amini Court of District Majhkhand.	Nautanwa Bazar (District Gorakhpur).
Parasi Amini Court of District Parasi ..	Thuthibari (District Gorakhpur).
Butwal Chhoti Court of District Butwal Bazar.	Shohratganj (District Basti).

## APPENDIX A-Contd.

Names of Amini Courts	Names of Indian Post Offices on the border nearest to the Amini Courts
<i>Under the Butwal Tauliabwa Khajni Goshwara Court</i>	
Taulibwa Amini Court of Khajanhi	.. Shohratganj (District Basti)
Shiuraj Chhoti Court of Shiuraj	--- Shohratganj (District Basti)
Dhudhwa Pahar Amini Court	--- Jarwa (District Gonda)
<i>Under the Nepalganj Bankey Bardia Goshwara Court</i>	
Bankey Amini Court of District Bankey	--- Rupaidiha (District Bahraich)
Bardia Amini Court of District Bardia	.. Katarniaghat (District Bahraich)
<i>Under the Trinagar Goshwara Court</i>	
Kailali Amini Court of District Kailali	--- Dudhuaghat (District Kheri)
Kanchanpur Amini Court of District Kanchanpur.	Paliyakalan/Tanakpur (District Pilibhit).
Darchula Amini Court of District Baitadi	--- Jhula Ghat (District Almora)
<i>Under the Dhankuta Gaunda Ilaqa</i>	
Taplejung Amini Court	--- Sukhia Pokhari (District Darjeeling)
<i>Under the Ilam Gaunda Ilaqa</i>	
Ilam Amini Court	--- Sukhia Pokhari (District Darjeeling)

(Vide Government Resolution, Home Department, No. 8594, dated the 21st September 1925).

## APPENDIX B—contd.

Serial No.	Country	Address
21	Comores .. .. .	£ Embassy of India, Comores C/o Embassy of India, Anatanarivo.
22	Congo .. .. .	** Embassy of India Brazzaville C/o Embassy of India, Kinshasa.
23	Costa Rica .. .. .	@@ Embassy of India, San Jose C/o Embassy of India, Panama.
24	Cuba .. .. .	Embassy of India, Calle 21, No. 202, Esquina a K. Vedado, Havana.
25	Czechoslovakia .. .. .	Embassy of India, Valdstensk-5, Malastrana, Prague-1.
26	Denmark .. .. .	Embassy of India, Vengebusvej 15, DK 2100 Copenhagen.
27	Ecuador .. .. .	@ Embassy of India, Ecuador C/o Embassy of India, Lima.
28	Arab Republic of Egypt .. .. .	Embassy of India, 5, AZIZ, Abaza Street, Zamalek, Post Box 718, Cairo.
29	El Salvador .. .. .	† Embassy of India EL SALVADOR, C/o Embassy of India, Mexico city.
30	Equatorial Guinea .. .. .	@@† Embassy of India, Equatorial Guinea, C/o Embassy of India, P. O. Box 1026, Kinshasa.
31	Ethiopia .. .. .	Embassy of India, Kabana (Aware District) Post Box No. 528, Addis Ababa.
32	Finland .. .. .	Embassy of India, Annankatu, 15B, 14 (5th floor) 00120, Helsinki-12.
33	France .. .. .	Embassy of India, 15 rue Alfred Dehodencq, 75016, Paris-16.
34	Gabon .. .. .	@@† Embassy of India, Gabon C/o Embassy of India Kinshasa.
35	German Democratic Republic	Embassy of India, 89/VI, Clara-Zetkin-Strasse 108-Berlin.
36	Federal Republic of Germany	Embassy of India, 262/264, Adenauerallee, 5300, Bonn-1.
37	Greece .. .. .	Embassy of India, Melleagrou Street, No. 4, Athens-138.
38	Guatemala .. .. .	* Embassy of India, Guatemala C/o Embassy of India, Mexico City.
39	Guinea .. .. .	†† Embassy of India, Kebe Building, 3rd floor, B. P. 186/bis Conakry-1.
40	Guinea Bissau .. .. .	££ Embassy of India, Bissau C/o Embassy of India, Dakar.
41	Holy See .. .. .	*** Embassy of India, Holy See. C/o Embassy of India, Berne.
42	Hungary .. .. .	Embassy of India, Buzavirag Utoa-14, Budapest-II.
43	Iceland .. .. .	(—) Embassy of India, Reykjavik C/o Embassy of India,
44	Indonesia .. .. .	Osolo Embassy of India, 19, Jalan Kebon Sirih Jakarta.
45	Iran .. .. .	Embassy of India, No. 166, Sabab Shomali Avenue, Post Box No. 2473, Tehran.
46	Iraq .. .. .	Embassy of India, Taha Street, Najeeb Pasha, Adhamiya, Baghdad.
47	Ireland .. .. .	Embassy of India, 3, Leeson Park, Dublin-6.
48	Italy .. .. .	Embassy of India, via Venti Settembre, 5, Rome 00187.
49	Ivory Coast .. .. .	† Embassy of India, 06BP318 Abidjan-05.

£ Resident in Anatanarivo.

\*\* Resident in Kinshasa.

@@ Resident in Panama.

@ Resident in Lima.

† Resident in Mexico City.

@@† Resident in Kinshasa.

\* Resident in Mexico City.

†† Concurrently accredited as High Commissioner to Sierra Leone.

££ Resident in Dakar.

\*\*\* Resident in Berne.

(—) Resident in Osolo.

† Concurrently accredited as Ambassador to the Republic of Niger.

## APPENDIX B—contd.

Serial No.	Country	Address
50	Japan .. .. .	Embassy of India, 2-11, Kudan Minami, 2-Chome Chiyoda-ku, Tokyo.
51	Jordan .. .. .	Embassy of India, Jabal Amman, 1st Circle, Post Box 2168, Amman.
52	Kampuchea (Charged Affairs)	Embassy of India, Villa No. 777, Boulevard Achar Mean, Phnom Penh.
53	Democratic People's Republic of Korea.	Embassy of India, Block 66, Munsudong district Da dong, Yong, Pyong Yang.
54	Republic of Korea ..	Embassy of India, 7-48 Dong Bing go dong Bokwang-Dong, Yongsan-ku, P. O. Box 3466, Seoul.
55	Kuwait .. .. .	Embassy of India, 34, Share Istiqal Bousheri Building P. O. Box No. 1450 (Safat), Kuwait.
56	Laos .. .. .	Embassy of India, Rue that Luang, P. O. Box No. 225 Vientiane.
57	Lebanon .. .. .	Embassy of India, 31, Kantari Street, Sabnarani Building, P. O. Box No. 1764, Beirut.
58	Liberia .. .. .	③ Embassy of India, Moaroua C/o High Commission of India, Accra.
59	Libya .. .. .	③③ Embassy of India, 16/18 S. H. Armandi Garden City, P. O. Box No. 3150, Tripoli.
60	Luxembourg .. ..	** Embassy of India, Grand Ducky of Luxembourg C/o Embassy of India, Brussels.
61	Malagasy Republic ..	£ Embassy of India, 4, Lakana Rajasonon Emile, Tsaralana, Antananarivo.
62	Mali .. .. .	* Embassy of India, Bamako C/o Embassy of India, Dakar.
63	Mauritania .. .. .	† Embassy of India, Nouackchott C/o Embassy of India, Dakar.
64	Mexico .. .. .	*** Embassy of India, Avenida, Masset 325, Colonia Polanco, Mexico 5, D.F.
65	Mongolian Peoples Republic..	Embassy of India, 26-Peace Street, P. O. Box No. 691, Ulan Bator.
66	Morocco .. .. .	† Embassy of India, 13, Charia Michlifien Agadal, Rabat.
67	Mozambique .. .. .	†† Embassy of India, Avenida Kenneth Kaunda 167, Post Box No. 4751, Maputo.
68	Nepal .. .. .	Embassy of India, Lain Chovar, G.P.O. Box No. 292 Kathmandu.
69	Netherlands .. ..	Embassy of India, Buitenvorstweg 2, The Hague.
70	Nicaragua .. .. .	‡ Embassy of India, Nicaragua C/o Embassy of India, Panama.
71	Niger .. .. .	†** Embassy of India, Niger, C/o Embassy of India, 06 B2 318, Abidjan-06.
72	Norway .. .. .	££ Embassy of India, Niels Juels/GY-30, Oslo-2.
73	Oman .. .. .	Embassy of India, P. O. Box 4727, Ruwi, Greater Muttrah Muscat.

③ Resident in Accra.

③③ Concurrently accredited as High Commissioner to Malta.

\*\* Resident in Brussels.

£ Concurrently accredited as Ambassador to Comoros.

† Resident in Dakar.

\* Concurrently accredited as Ambassador to Guatemala and El Salvador.

\*\*\* Concurrently accredited as Ambassador to Bhivi s.

†† Concurrently accredited as High Commissioner to Swaziland and Lesotho.

‡ Resident in Panama.

† Concurrently accredited as Ambassador to Mauritania.

†\*\* Resident in Abidjan.

££ Concurrently accredited as Ambassador to Iceland (Reykjavik).

## APPENDIX B—contd.

Serial No.	Country	Address
74	Pakistan .. ..	Embassy of India, 482-F, Sector G-6/4, Islamabad.
75	Panama .. ..	@ Embassy of India, Post Box 8400, Apartment No. 1, Edificio Ferrari Calle 507, Via Brasil, Apartado, Panama.
76	Paraguay .. ..	** Embassy of India, Asuncion C/o Embassy of India, Buenos Aires.
77	Peru .. ..	*** Embassy of India, San Ignacio De Loyola 150, Miraflores, Lima.
78	Philippines .. ..	Embassy of India, 2190, Paraiso Street, Dasmarias Village P. O. Box 926-MCC, Makati, Metro Manila.
79	Poland .. ..	Embassy of India, Rejtana 15, (Flats 2 to 7), Mokotow, Warsaw-02-516.
80	Portugal .. ..	Embassy of India, Rua das Amoreiras 72-D, 6th Floor, 1200 Lisbon-1.
81	Qatar .. ..	Embassy of India, Sheikh Suhelm Villa No. 5, El Sheikh Suhelm Street, Post Box No. 2788, Doha.
82	Rumania .. ..	Embassy of India, 16, Str. Stefan Gheorghiu, Bucharest.
83	Rwanda .. ..	Embassy of India, Kigali C/o High Commission of India, Kampala.
84	Saudi Arabia .. ..	Embassy of India, Ibrahim Masoud Building, Madina Road, Baghdadia, P. O. Box 952, Jeddah.
85	Senegal .. ..	* Embassy of India, 5, Avenue Carde 1st Floor, P. B. 398, Dakar.
86	Somalia .. ..	Embassy of India, Jigjiga Road, (Near State Printing Agency) Shingani, Mogadishu.
87	Spain .. ..	Embassy of India, Velazquez 93 2, Madrid 6.
88	Sudan .. ..	† Embassy of India, No. 2, El Mek Nimir Street, P. O. Box 707, Khartoum.
89	Suriname .. ..	Embassy of India, Dr. Sophie Redmon straat P. B. No. 1329, 229 Paramaribo.
90	Sweden .. ..	Embassy of India, Adolf Fredriks Kyrkojata 12, Box 1340, S-11183, Stockholm.
91	Switzerland .. ..	*† Embassy of India, Weltpoststrasse 17, Berne 3015.
92	Syrian Arab Republic .. ..	Embassy of India, 40/46, Adnan Malki Street, Yassin, Narwelati Building., P. B. 685, Damascus.
93	Thailand .. ..	†† Embassy of India, 46, Soiprasarnmit (Sukhumvit 23), Bangkok.
94	Togo .. ..	£ Embassy of India, Lome C/o High Commission of India, Accra.
95	Tunisia .. ..	Embassy of India, 128 Avenue Jugurtha, Tunis.
96	Turkey .. ..	Embassy of India, Gaziosmanpasa, Kirlangic Sokak No. 9, Ankara.
97	United Arab Emirates .. ..	Embassy of India, Plot No. C 34, Sector E 9, (ADMA OPCO Computer Building), Khalifa Bin Zayed Street, P. O. Box 4090, Abu Dhabi.
98	Upper Volta .. ..	£ Embassy of India, Ouagadougou C/o High Commission of India, Accra.
99	Uruguay .. ..	*† Embassy of India, Montevideo, C/o Embassy of India, Buenos Aires.

@ Concurrently accredited as Ambassador to Costa Rica Songose Nouragua Managua.

\*\* Resident in Buenos Aires.

\*\*\* Concurrently accredited as Ambassador to Ecuador.

\* Concurrently accredited as Ambassador to Cape Verde Islands Mali Guinea Bissau, Mauritania and High Commissions to Gambia.

\*† Concurrently accredited to Holy See as Ambassador.

†† Also Permanent Representative of India to ESCAP.

£ Resident in Accra.

\*† Resident in Buenos Aires.

† Concurrently accredited to Chad as Ambassador.

## APPENDIX B—contd.

Serial No.	Country	Address
100	U.S.A. .. ..	£ Embassy of India, 2107, Massachusetts, Avenue N. W. Washington, D. C. 20008.
101	U.S.S.R. .. ..	Embassy of India, No. 6-8, Ulitsa Obukha, Moscow.
102	Venezuela .. ..	† Embassy of India, Quinta Tagore, 12, Avenida, San Carlos, La Floresta, Apartado de Correos, 61583, Caracas 106.
103	Socialist Republic of Vietnam	Embassy of India, No. 58, Tran Hung Dao, Hanoi.
104	Yemen Arab Republic ..	Embassy of India, Al Jawahar Area, Off Zuberi Street, Post Box No. 1154, Sanaa.
105	People's Democratic Republic of Yemen.	Embassy of India, Premjee Chambers Steamer Point, Aden.
106	Yugoslavia .. ..	Embassy of India, Dositejeva 26, Belgrade.
107	Zaire .. ..	* Embassy of India, P. B. No. 1026, 188, Avenue des Batetels, Gombe, Kinshasa.

£ Concurrently accredited as High Commissioner to Bahamas.

† Concurrently accredited as Consul General for Netherlands Antilles.

\* Concurrently accredited as Ambassador to Gabon Congo Azav and Brazza ville Central African Republic and Equatorial Guinea.

Concurrently accredited as Ambassador to Djibouti.

## PART II—HIGH COMMISSIONS

S.No.	Country	Designation	Address
1	2	3	4
1	Australia ..	High Commissioner ..	High Commission of India, 3-5 Mootah Place, Yarralumla Canberra 2600.
2	Bangladesh. (a) Dhaka	High Commissioner, Deputy High Commissioner	High Commission of India, Road No. 3, Dhanmondi Residential Area, Dhaka.
	(b) Chittagong ..	Assistant High Commissioner.	Asstt. High Commission of India, 1/8 Baizid Bostami Road, Nasirabad, Chittagong (Bangladesh)
	(c) Rajshahi ..	Assistant High Commissioner.	Asstt. High Commission of India 567/B, Greater Road, P.O. Rajshahi.
3	Bahamas ..	@ High Commissioner ..	High Commission of India, BAHAMAS, C/o. Embassy of India, Washington.
4	Barbados	£ High Commissioner ..	High Commission of India Bridgetown, C/o. High Commission of India, Port of Spain.
5	Botswana ..	* High Commissioner ..	High Commission of India, Gaberones, C/o. High Commission of India Lusaka.
6	Canada ..	High Commissioner and Deputy High Commissioner.	High Commission of India, 10 Springfield Road, Ottawa KIMIC 9(Canada)

@ Resident in Washington.

£ Resident in Port of Spain (Trinidad).

\* Resident in Lusaka.

## APPENDIX B—contd.

Serial No.	Country	Designation	Address
1	2	3	4
7	Cyprus	.. High Commissioner	.. High Commission of India, No.3—Astermidhos Street, Montparnasse, Engonie, Post Box 5544 NICOSIA.
8	Fiji	.. £ High Commissioner	.. High Commission of India, Suite No. 202, Fiji Development Bank Building, Victoria Parade, G.P.O. Box 405, Suva.
9	Gambia	..@ High Commissioner	.. High Commission of India, Bathurst C/o. Embassy of India, Dakar.
10	Ghana	.. * High Commissioner	.. High Commission of India, 12 Monkata Avenue Airport Residential Area, P.O.Box 3040, ACCRA.
11	Grenada	..@@ High Commissioner	.. High Commission of India, C/o High Commission of India, Port of Spain.
12	Guyana	High Commissioner(desig)	High Commission of India, 10 Avenue of the republic-Georgetown.
13	Jamaica	..££ High Commissioner(desig)	High Commission of India, 4 Retreat Avenue, P.O. Box 446, Kingston.
14	Kenya	.. % High Commissioner	.. High Commission of India, "Jeevan Bharati Building" 2nd floor, Rarambee Avenue P.O. Box No. 30074, Nairobi.
15	Lesotho	.. **High Commissioner	.. High Commission of India, Maseru C/o. Embassy of India, Maputo
16	Malawi	..@% High Commissioner	.. High Commission of India, Area No. 40, Plot No.14, off convention drive capital city, Post Box No. 30348, Lilongwe.
17	Malaysia	..@* High Commissioner Dy. High Commission.	.. High Commission of India, 19, Jalan, Melaka, United Asian Bank Building, P.B. No. 59, Kuala Lumpur.
18	Maldives	.. High Commissioner	.. High Commission of India, "Mafanna Aage" 37, Orchid Magu, Male.
19	Malta	.. High Commissioner	.. High Commission of India, Vallette C/o Embassy of India Trizoli.
20	Mauritius	.. High Commissioner	.. High Commission of India, Bank of Baroda Building, 5th floor, Sir William Newton Street, Port Louis.

£ Jurisdiction extends to the UN Trust Territory of Caroline and Marshal Island; Solomon Island; New Hebrides & Gilbert and Ellice Islands; New Caledonia and Society Islands. Also concurrently accredited as High Commissioner of India to kingdom of Touga and Republic of Nauru and also to Papua, New Guinea.

@ Resident in Dakar.

\*-Concurrently accredited to Togo Liberia and Upper Volta as Ambassador.

@@ Resident Port of Spain.

££ Concurrently accredited as High Commissioner to Cayman Islands.

% Concurrently accredited as High Commissioner and accredited as Permanent Representative of India to the United Nations Environment Programme.

\*\* Resident in Maputo.

@% Concurrently accredited as High Commissioner to Cayman Islands.

@\* Concurrently accredited to Brunei as Commissioner.

## APPENDIX B—contd.

S.No.	Country	Designation	Address
1	2	3	4
21	Nauru	£ High Commissioner	High Commission of India, Nauru, C/o. High Commission of India, Suva.
22	New Zealand	@ High Commissioner	High Commission of India, 49—Princes Towers, Tenth floor, 180, Molesurth Street, Wellington.
23	Nigeria	% High Commissioner	(I) High Commission of India, (II) Information Services of India, 107, Awolowo Road, P.M.B.2322, South West Ikoyi, Lagos.
24	Papua, New Guinea	High Commissioner	High Commission of India, Papua New Guinea C/o. High Commission of India, SUVA.
25	Seychelles	High Commissioner	High Commission of India SEYCHELLES; 13—14 Ocean Gate Building, Post Box No.488, Mahe, SEYCHELLES.
26	Sierra Leone	*£ High Commissioner	High Commission of India, Freetown C/o. Embassy of India, Conakry.
27	Singapore	High Commissioner Dy. Commissioner	High Commission of India, India House, 31 Grgane Road Killiney Road, P.O. Box No. 92, Singapore.
28	Sri Lanka(a) Colombo	High Commissioner and Dy. High Commissioner.	High Commission of India, State Bank of India Building, 18/3/1 Sir Baron Jayatilleke Mawatha Fort, P.O. Box 882, Colombo 1.
	(b) Kandy	Assistant High Commissioner.	Asst. High Commission of India, 31, Rajapahilla, Mawatha P.O. Box 47 Kandy.
29	Swaziland	*@ High Commissioner	High Commission of India, MBABANE C/o. Embassy of India, Maputo.
30	Tanzania	** High Commissioner and Dy. High Commissioner.	High Commission of India, 11th floor 'A' Wing NIC Investment House, Mirambo Street, P.O. Box No. 2684, Dar-es-Salam.
31	Kingdom of Tonga	+@ High Commissioner	High Commissioner of India, Tonga C/o. High Commission of India, Suva.
32	Trinidad & Tobago	@@ High Commissioner	High Commission of India, 87, Cipriani Boulevard, P.O. Box No. 530, Port of Spain.
33	Uganda	* High Commissioner	High Commission of India, Plot No. 11, Kampala Road, P.O. Box No. 7040, Kampala.

£—Resident in Suva.

@—Concurrently accredited as High Commissioner to Western Samoa (Apia).

%—Concurrently accredited as Ambassador to Republics Benin(Cotonou) and to Cameroun (Yaounde).

\*£—Resident in Conakry.

\*@—Resident in Maputo.

\*\*—Concurrently accredited as High Commissioner of India to the Republic of Seychelles (Mahe).

+@—Resident in Suva.

@@—Concurrently accredited as High Commissioner to Barbados and Grenada, Commissioner to the Associated States—Antigua, Dominica St. Kitts—Nevis—Anguilla, St. Lucia Commissioner to St. Vincent Montserrat the Turks and Caicos.

\*—Concurrently accredited as Ambassador in Rwanda (Kigali) and Burundi (Bujumbura)

## APPENDIX B—contd.

Serial No.	Country	Designation	Address
1	2	3	4
34	United Kingdom (a) .. London.	High Commissioner & Dy. High Commissioner.	High Commissioner of India, India House, ALDWAYCH LONDON, W.C-2N.A.
	(b) Birmingham ..	Assistant High Commissioner.	Assistant High Commission of India 86, New Street, Birmingham B-2,4BA.
	(c) Glasgow ..	Asstt.High Commissioner	Asstt. High Commission of India Jaeger House (6th floor) 62, Glasgow G1 3JE.
	(d) Liverpool ..	Asstt. High Commissioner	Asstt.High Commission of India,4, Rodney Street, Liverpool L-12 TE
35	Western Samoa ..	¼ High Commissioner ..	High Commission of India, Apia, C/o. High Commission of India Wellington.
36	Zambia ..	@High Commissioner &Dy. High Commissioner. ..	High Commission of India, Ancho Lusaka House, II, III, floor, P.O.r Box 32111, Lusaka.
37	Zimbabwe ..	High Commissioner and High Commissioner (desig.)	High Commission of India Flat No. 2 Fourfraises, 15, Chester Road, Avondale West, P.B. No. 4620, Harare.

¼ Resident in Wellington.

@ Concurrently accredited as High Commissioner for India to Botswana and Ambassador of India to Angola.

## PART III—SPECIAL MISSIONS.

Serial No.	Country	Designation	Address
1	United Nations ..	Ambassador/Permanent Representative.	Permanent Mission to the United Nations, 750, 3rd Avenue 21st floor, New York; N. Y. 100017.
	(a) New York	Deputy Permanent Representative.	
	(b) Geneva	Ambassador/Permanent Representative.	Permanent Mission of India to the United Nations Offices at Geneva, 7-9, Rue Du Valais (6th Floor.) 1202, Geneva.
	(c) Vienna	.. Ambassador/Permanent Representative. (Also Governor for India on the Board of Governor of the International Atomic Energy Agency) Alternate to the Permanent Representative.	Permanent Mission of India to the International Organisation in Vienna, Karntner. Ring-2, Vienna-I.
2	Belgium ..	Ambassador. Minister.	Economic Mission of India to the European Economic Community C/o Embassy of India, Brussels (Belgium).
3	Kenya ..	Permanent Representative.	Permanent Representative of India to the United Nations Environment Programme, Post Box No. 30074, Nairobi.

## APPENDIX B—contd.

## PART IV—COMMISSIONS

Serial No.	Country	Designation	Address
1	Hong Kong	.. Commissioner, Counsellor.	Commission of India, 16-D, United Centre, 95 Queens Way, Hong Kong. Chancery & Information 16-D, United Centre, 95 Queens Way, Hong Kong. Commercial & Consular, 16-D, United Centre, 95 Queens Way, Hong Kong.
2	Kenya	.. Assistant Commissioner.	Commission of India LIC Building, Nkrumba Road, Post Box No. 90514, Mombasa.

## PART V—CONSULATES GENERAL AND (A) CONSULS-GENERAL

Serial No.	Country	Designation	Address
1	Australia.	.. Consulate General Consul	Consulate General of India, Calltex House, 10th Floor 167-187, Kent Street, Sydney, N.S.W. 2000.
2	Canada (Vancouver).	.. Consulate General Vice Consul.	Consulate General of India, 325t-Howe Street, (1st Floor) Vancouver 1 (B. C.) Canada V 6c 1z 7.
3	Canada (Toronto)	Consul General Consul	Consulate General of India, 2 Bloor Street East, Suite 2920, Toronto-4 W 1A8, Canada.
4	Dubai.	.. do	Consulate General of India Post Box No. 737, Dubai.
5	Federal Republic of Germany (a) West Berlin.	Consul General	.. Consulate General of India, Joachimstaler Strasse 28, (1st Floor), West Berlin-15.
	(b) Frankfurt	*E Consul General Consul	Consulate General of India, "India House", Wilh-6, Leuschner Str. 93, Frankfurt Main.
	(c) Hamburg	@ Consul General Consul General (Desig.) Consul	Consulate General of India, "Sprinkenhof" 6th floor, Burchardstrasse, 14 VI, 2, Hamburg-1.
6	Ind'nesia	.. Consul General	.. Consulate General of India, 19, Jalan Uskup Agung, A. Sugio-pranoto, Medan.
7	Japan	.. Consul General Vice Consul	Consulate General of India, Syanti Building, 5th floor, 23-16 Nakayamate-dori, 1-Chome, Chuo-ku, Kobe.
8	San Marino	.. Consul General	.. Consulate General of India, San Marino, C/o Embassy of India, Rome.

\*E Consular jurisdiction includes the States of Hesse, Saarland and Rhen landpfalz.

@ Consular jurisdiction includes the States of Hamburg, Bremen, Schleswing Holsteia and Lower Saxoy.

APPENDIX B—*contd.*

Serial No.	Country	Designation	Address
9	Arab Republic of Egypt	First Secretary/Consul	Consul General of India, 1, El Shahid El Gayyar Street P. B. No. 596, Port Said (ARE)
10	Pakistan (Karachi)	Consul General Dy. Consul General	Consulate General of India, India House; P. B. No. 8542-3 Fatima Jinnah Road, Karachi-4.
11	Netherlands Antilles ..	* Consulate General	Consulate General of India Netherlands Antilles C/o Embassy of India, Caracas.
12	United States of America. (a) New York (b) San Francisco (c) Chicago	Consul General. Dy. Consul General  Consul General Consul .. Consul General Consul	Consulate General of India, 3 East 64th Street, New York, N. Y. 10021. California 9448. Consulate General of India, 230, North Michigan Ave, Chicago, Illinois, 60601 U.S.A.
13	U.S.S.R. (Odessa)	Consul General	.. Consulate General of India, 31, Kirova Street, Odessa.
14	Switzerland	.. Consul General	Consulate General of India, 7-9, Rue Du Valais (6th floor), 1202, Geneva.
15	Tanzania	.. Consul General, Consul	Consulate General of India, Magombani, P. O. Box. No. 871, Zanzibar.
(B) Consuls.			
1	Afghanistan (a) Jalalbad (b) Kandahar	.. Consul .. do	.. Consulate of India, 146, Nahiya Shahr-e-Nan, Jalalabad. Consulate of India, Kandahar.
2	Iran (a) Shiraz (b) Zahidan	.. do .. do	Consulate of India, P.B. No. 371. Consulate of India, Avenue Ayatollah Kufami Zahidda.
3	Iraq	.. Consul General	Consulate General of India, Palestine Road, Basrah.
4	Thailand	.. Consul.	Consulate of India, 88/2, Keo Nevarath Road, Chiang Mai.

\* Resident in Caracas.

PART VI  
HONY. CONSULS—GENERAL AND HONY. CONSULS

Serial No.	Country	Designation	Address
1	2	3	4
1	Republic of Djibouti	.. Consul.	Consulate of India, Post Box. No. 171 Djibouti
2	Belgium (a) Ghent	.. Consul General.	Consulate General of India, Lt. Willemoetan, 5, 9910 Mariaker Ka, Ghent.
3	Cyprus	.. Consul General.	Consulate General of India, 4-A, Rupel Street, Nicosia.
4	Denmark	.. Consul General.	Consulate General of India, Kronprinsessegade 36, DK 1306 Copenhagen K.

APPENDIX B—*contd.*

S.No.	Country	Designation	Address
1	2	3	4
5	Ecuador ..	Consul General	Consulate General of India, Banco Central Ecuador, Quito.
6	Germany.	do	Consulate General of India,
	(a) Munich ..	..	8 Munich 2, Leopold Str. 87, Munich-2.
	(b) Stuttgart ..	do	Consulate General of India, 7 Stuttgart Degetlock Waldstr 5, 7 Stuttgart.
7	Greece (Athens) ..	Consul (Hony.)	Consulate General of India, 1 Rue, Valaovitu, Athens.
8	Italy (Genoa) ..	Consul	Consulate of India, Genoa Via Martin Piaggio 15.
9	Paraguay (Asuncion) ..	Consul General	Consulate General of India, 25de Mayo Paraguair Asuncion.
10	Guatemala ..	Consul	Consulate of India, P. O. Box. No. 886, Via 4, 5-52, Zona 4 Esquina 6a, Avenida, Guatemala.
11	Poland (Gydnia) ..	do	Consulate of India, Gydnia, Panama I., R. P.
12	Spain.		
	(a) Barcelona ..	Consul General	Consulate General of India, Paseo De Sanro Gervasio 57, Barcelona 22.
13	Sudan (Port Sudan) ..	Consul	Consulate of India, Jadavjee Building, Street No. 11, Port, Sudan.
14	Sierra Lonne ..	do	Consulate of India, Post Box No. 26, Free town.
15	Curacao (Netherlands Antilles).	do	Consulate of India, C/o Boolehand N. V. Heerenstroat 4, B. P. O. Box 35, Curacao.
16	United States of America	Consul	Consulate of India, 1144, Union Commerce Building, Cleveland (OHIO).
	(a) Cleveland (Ohio)		
	(b) Honolulu (Hawaii)	Consul General	Consulate General of India, 2051, Young Street, Honolulu, (Hawaii 96826).
	(c) New Orleans ..	do	Consulate General of India, 225, Baronne, Street, New Orleans La 70112.
	(d) Seattle (Washington)	Consul ..	Consulate of India Clinton, Fleck, Glien and Brown, 500, 3rd Leora Seattle, Washington.
	(e) Houston (Texas) ..	do	Consulate of India C/o. University of Houston, Engineering Dept, Houston.
17	Uruguay.	.. Consul General	Consulate of India, Plaza, Zabala 324, Montevideo.

## APPENDIX C

## FORMS IN CONNECTION WITH CHAPTER XV.

(Paragraph 321 at page 101)

## FORM A

*Application under section 10, Act VIII of 1890.*

In the Civil Court of the District of  
 In the matter of the guardianship of  
 minor

the humble petition of  
 son of  
 resident of  
 Sheweth,

1. That

\*Son or daughter as the case may be  
 Ordinarily residing at

son\*  
 of  
 daughter

was  
 were  
 born on the  
 of

19  
 is  
 are  
 years of age, and by religion a

or appears to be

2. That the said is the wife† of

3. That the said minor is entitled to certain property to wit ‡

4. That the said property is in the custody of possession of  
 residing at Taluka District

5. That Taluka District  
 \* residing at  
 District  
 has the custody of the said minor.

6. That the minor has the following near relations, viz.,

State relationship to-minor. Taluka District  
 residing at  
 District

7. That

†Omit this paragraph if a male; if a female unmarried, substitute the word unmarried; if married; state also the age of her husband.

‡Here state nature, situation and approximate value, if any, of property of the minor.

\*If married, enter the name of the husband.

††Son or daughter and if married, the name of the husband.

‡Here state whether an application has at any time been made to this Court or to any other Court with respect to the guardianship of the person or property, or both, of the minor and if so, when, to what Court and with what result. If any guardian has been appointed erase the next paragraph.

## APPENDIX C— contd.

8. That no guardian of the person or property of the said minor has been appointed by any person entitled or claiming to be entitled by the law to which the minor is subject to make such an appointment.

9. That this application is for the appointment (or declaration, as the case may be) of a guardian to the \* of the said minor.

10. That the proposed guardian is†

11. That the proposed guardian — is not a debtor to, or a creditor of, the Petitioner estate and has no interest adverse to the minor.

12. That the petitioner therefore prays that an order appointing (or declaring as the case may be)

to be guardian to the said minor be issued under section 7 of Act VIII of 1890.

And the petitioner, as in duty bound, does ever pray.

Signature of petitioner.

I, \_\_\_\_\_ the petitioner named in the above petition do hereby declare that what is stated in paragraphs \_\_\_\_\_ is true to my knowledge and what is stated in paragraphs \_\_\_\_\_ is true according to information received and believed to be true.

This verification was made at

of \_\_\_\_\_ of \_\_\_\_\_ 19

(Signature of petitioner).

Declaration to be signed by the proposed guardian.

I, \_\_\_\_\_ the proposed guardian, do hereby declare that I am willing to act as guardian to the\*\* of the said minor

(Signature of the proposed guardian).

Signed by \_\_\_\_\_ the proposed guardian in our presence.

1.

2.

(Signature of the two attesting witnesses).

Dated the \_\_\_\_\_ of \_\_\_\_\_ 19

\*State whether to the person or the property of the minor or to both.

†Here state the degree of relationship or connection between the minor and the proposed guardian, or any other grounds on which the proposed guardian appears to be entitled to be appointed or declared guardian, and the causes which have led to the making of the application, together with such other particulars as may be necessary. If the petitioner is not himself the proposed guardian the degree of relationship or connection between the minor and the petitioner should also be stated.

\*\*State whether to the person or property of the minor or both.

## APPENDIX C—contd.

## FORM B

*Notice of Application under Section 11 of Act VIII of 1890.*

In the District Court of \_\_\_\_\_

## NOTICE

In the matter of the guardianship of  
minor

Whereas A. B., inhabitant of \_\_\_\_\_  
has presented an application to this Court praying that \_\_\_\_\_ may be appointed.  
to \_\_\_\_\_

of the following minor (or minors), viz:—

1 \_\_\_\_\_, age \_\_\_\_\_

2 \_\_\_\_\_, age \_\_\_\_\_

3 \_\_\_\_\_, age \_\_\_\_\_

This is to give notice that the \_\_\_\_\_ (at \_\_\_\_\_ a.m.) has been fixed by the Court  
day of \_\_\_\_\_ next for hearing the said applicant's petition and that any objections which any persons  
may wish to raise thereto will be heard and determined on the same day.

Dated \_\_\_\_\_

19 \_\_\_\_\_

\_\_\_\_\_  
District Judge.

## FORM C

Bond to be given by the Guardian of the Property of a Ward Section 34 of Act  
VIII of 1890.

In the Court of \_\_\_\_\_ at \_\_\_\_\_

in the matter of the guardianship of \_\_\_\_\_

Whereas I, \_\_\_\_\_, inhabitant of \_\_\_\_\_, minor.  
Court guardian of the property of \_\_\_\_\_ am to be appointed by the said  
1890, on may furnishing security; I \_\_\_\_\_, under the Guardians and Wards Act,  
heirs, executors and assigns to \_\_\_\_\_, hereby bind myself, my

Court of \_\_\_\_\_ Judge of the District  
duly account for what I may receive in respect of the property of the said \_\_\_\_\_, that I will

of the said Court for the time being, whenever required so to do by the said \_\_\_\_\_, to the said  
\_\_\_\_\_, or to the Judge \_\_\_\_\_, or

by the Judge of the said Court for the time being, and will deliver the estate either  
to my successor on the termination of the guardianship by my resignation or removal,  
or to the ward on the termination of the guardianship owing to the ward having  
attained majority, to such person as the District Judge may direct in the event of the  
minor dying before attaining majority and that I will faithfully carry out the orders  
of the Court passed now or hereafter in respect of the property of the said minor so



## APPENDIX C—contd.

## FORM D

(Certificate of Guardianship)

IN THE DISTRICT COURT OF

IN THE MATTER OF THE GUARDIANSHIP

OF

YOU

MINOR

are *declared*  
*appointed*

guardian of the \_\_\_\_\_ of the minor  
under section 7 of the Act VIII of 1890 and the points which you should particularly  
note are printed on the reverse.

2. A sum of Rs. \_\_\_\_\_ a month is allowed for the maintenance  
of the minor from the \_\_\_\_\_ day of \_\_\_\_\_ during  
his minority and shall be  $\frac{\text{paid to you}}{\text{retained by you}}$  out of the estate of minor until  
further order.

3. A sum of Rs. \_\_\_\_\_ is allowed for costs of the application and will  
be  $\frac{\text{paid to you}}{\text{retained by you}}$  out of the estate of the minor.

4. An allowance of Rs. \_\_\_\_\_ a month is \_\_\_\_\_ allowed to you as  
remuneration from the \_\_\_\_\_ day of \_\_\_\_\_ and  
will be  $\frac{\text{paid to you}}{\text{retained by you}}$  out of the estate of the minor.

5. You must submit an inventory of all the minor's property and debts within six  
months from this date.

6. You must submit on or before the 30th April in each year copies of the  
accounts of the minor's property which are required to be kept by you.

7. You must not on any account borrow any money for the minor or lend any  
money belonging to the minor without the previous permission of the Court or invest  
such money without first obtaining a direction from the Court as to the manner  
in which it should be invested.

8. (Any other orders under rule 8).

Dated this \_\_\_\_\_

day of \_\_\_\_\_

19. \_\_\_\_\_

District Judge.

*Instructions for the Guidance of Guardians of Minors.*

1. You are in a fiduciary relation to your ward and must not make any profit for  
yourself out of your office except such remuneration, if any, as the court awards,  
or the will or other instrument appointing you allows (Section 20).

2. You must deal with the property of your ward as carefully as a man of ordinary  
prudence would deal with it if it were his own (Section 27). If you fail to do so you  
are liable to make good the loss caused to the ward.

3. Without the previous permission of this court you shall not mortgage, charge,  
sell, exchange, or give away any of the property of your ward, nor shall you lease any  
part of it for a term exceeding five years or for any term extending more than one  
year beyond the date on which the ward will complete the age of 21 years (Section 29),  
except as required by any law for the time being in force.

4. For the maintenance, education and advancement of the ward, and of such  
persons as are dependent on him and for the celebration of ceremonies to which the

APPENDIX C—*contd.*

ward or any of those persons may be a party, you may apply sue portion of the income of the property of the ward as the Court from time to time directs, and if the Court so directs, the whole or any part of that property [Section 34(e)].

5. You shall keep accounts of all income and expenditure as directed by the Court and produce the same in the Court whenever it directs you to do so.

6. Your powers as a guardian cease when the ward completes his or her 21st year [Section 41(2)], unless the Court directs otherwise.

7. If you desire to resign your office before your ward attains majority you must apply to the Court to be discharged [Section 40 (1)].

8. Until you are discharged by the Court your responsibilities continue [Section 41 (4)].

9. You are bound by the provisions of the Guardians and Wards Act (VIII of 1890), by the rules made under it and by such orders as the Court may make from time to time.

10. You may at any time apply to the Court for advice (Section 33).

11. If you are a guardian of person—(a) you must not remove the ward from the court's jurisdiction without its permission unless you have been appointed by will or other instrument (Section 26); (b) you are charged with the custody of the ward—and must look to his support, health and education (Section 24).

12. You should remember that the Court can by order restrict your powers of management regarding the ward's property (Section 32) In the absence of any special direction from the Court, it is incumbent on you—

(1) To invest the ward's funds in the following securities:—

(a) in promissory notes, debentures, stock or other securities of the Government of India;

(b) in debentures or other securities for money issued, under the authority of any Act of a legislature in, by or on behalf of any municipal body, port trust or city improvement trust in Bombay City;

(c) in a Government Savings Bank;

(2) Not to borrow without the sanction of the Court;

(3) Not to sell the surplus ornaments and other valuables of the minor without the Court's permission;

(4) To obtain the Court's permission for improvement to, and repairs other than ordinary of, any property of the minor in your charge;

(5) To obtain as far as possible rent notes for leases of the immoveable property belonging to the ward.

13. You shall keep all moneys received on behalf of the minor in excess of such amount as the District Judge may by a general or special order permit you to keep on hand and in excess of such amount as may have been ordered by the Court to be invested under rule 13 of the rules framed by the High Court under section 50 of the Act, in a personal deposit account in the Government Treasury, or the State Bank of India or the Post office savings Banks as may be approved by—

Court \*

Government †

14. You must not make any arrangement, or incur any expenditure for the marriage of your ward without the express sanction of the Court, unless the Guardian appointed is the Collector.

15. You must in the event of the death of any of your sureties immediately inform the Court of the fact and must furnish another surety within one month of the death or such further time as the Court may grant.

\* To be struck off in the case of an official guardian.

† To be struck off in the case of a private guardian.

APPENDIX C—contd.

FORM E

taluka of

Inventory of property belonging to the estate of \_\_\_\_\_ in the \_\_\_\_\_ in the District of \_\_\_\_\_ in the possession of the guardian.

I. IMMOVABLE PROPERTY

*Agricultural Lands*

Serial No.	Name of the village where situated.	Survey No.	Area	Assessment	Quit rent, if any, payable to Government	Total amount payable to Government	Probable annual rent or income	Approximate value	Encumbrances
					6	7	8	9	10
1		3	4	5					

*Other Property*

Nature of property	Description	Where situated	Probable annual rent or income	Approximate or book value	Encumbrances
			4	5	6
1	2	3			

## APPENDIX C—contd.

## II. MOVEABLE PROPERTY

Serial No.	Ornaments.	Weight	Value
	Gold.		
	Silver.		

*Precious Stones and Pearls.*

Description	Value

*Shares*

Description and other details.

*Government Promissory Notes*

Number	Value

*Other Deposits*

Description and other details.

*Amount Due on Bonds, Decrees, etc.*

Description and Other details.

Total.

Serial No. *Live Stock Details**Other Moveable Property Details**Remarks.*—(including a statement of any debts due from the estate).*N.B.*—Similar form to be used for property not in the possession of the guardian.

APPENDIX C—*contd.*

## FORM F

*Register*

ESTATE

of

Guardian.

Serial No.	Number of application	Date of order appointing guardian	Date on which minor will attain majority	Name of Guardian of person of minor
1	2	3	4	5

  

Name of Guardian of property of minor	Date and purport of order terminating guardianship and section of Act VIII of 1890 under which order is passed	Date and purport of orders under sections 31(2), 32, 34 or 43 of Act VIII of 1890	Remarks, Reports received etc.
6	7	8	9

## NATURE AND VALUE OF ESTATE

*Immoveable Property*

Description	Value	Remarks including encumbrances

*Moveable Property*

Description	Value	Remarks including debts

## APPENDIX C—contd.

## FORM G

(Certificate under section 29 of the Guardians and Wards Act)

Upon the application of A B guardian of the person and property of the minor C.D. it is ordered that the said A.B. shall be at liberty to sell (or mortgage, etc.) the undermentioned immoveable property\* of the minor C.D. at the price of Rs. the said sum to be applied for the purpose of (state how the proceeds are to be utilized).

\*(Enter description of property).

Dated \_\_\_\_\_

District Judge.

## FORM H

Miscellaneous application No. \_\_\_\_\_ of \_\_\_\_\_

To \_\_\_\_\_

You are hereby informed that as you will complete your 21st year on \_\_\_\_\_ the powers of \_\_\_\_\_ who was appointed guardian of your property by this Court on \_\_\_\_\_ will cease on \_\_\_\_\_ and your guardian has been directed to submit final accounts of your estate up to \_\_\_\_\_ which will be taken into consideration on \_\_\_\_\_ in Court under section 41 of the Guardians and Wards Act, 1890.

Dated the \_\_\_\_\_ of \_\_\_\_\_ 19 \_\_\_\_\_

District Judge.

## APPENDIX C—concl'd.

## CHAPTER XV

[Paragraph 321(7)(v) at page 103]

## FORM I

*Scheme proposed by the Gurdian of the Property of a Minor for sanction of the District Court.*

Serial No.	Number of miscellaneous application and name of ward, his age, and residence	Total value of immoveable property			Total value of moveable property			Amount of debt due by the estate	Cash balance in hand on the 1st of April last
		Lands	Buildings	Securities.	Ornaments.	Outstandings.	Other moveables		

Last Year's and current and next year's estimated income and expenditure								Scheme proposed by the guardian for the realization protection benefit and management of the property.	Order of the Court
Income.				Expenditure					
Head	Estimated			Head	Estimated				
	Last year	For current year	For next year		Last year	For current year	For next year		
1. Rent of lands.				1. Payment of debts.					
2. Rent of building.				2. Maintenance of ward.					
3. Interest of securities.				3. Education of ward.					
4. Other interest.				4. Advancement of ward.					
				5. Maintenance, education and advancement of persons dependant on the Ward.					
				6. Celebration of necessary ceremonies.					
				7. Other expenses.					
				8. Remuneration of guardian.					

## APPENDIX D

## Forms in connection with Chapter XVIII

(Paragraph 332 at page 122)

## FORM No. 1

## General title

In the Court of

Insolvency Petition No.

of 19

. In the matter of

*Ex parte* (here insert "the debtor" or A.B. a creditor" or the Official Receiver" or "the receiver").

## FORM No. 2.

## Debtor's Petition

I (a)

(Title).

(a) Insert name and address and description of debtor.

(b) State name of Court and particulars of decree in respect of which the order of detention has been made or by which an order of attachment has been made against debtor's property.

(c) State whether and how any of the debts are secured.

(d) Strike out the whole of this clause if the debtor has not filed a previous petition to be adjudged an insolvent, and substitute a statement to that effect.

Ordinarily residing at, (or "carrying on business at," or "personally working for gain at" or "in custody at" in consequence of the order of (b) being unable to pay my debts, hereby

petition that I may be adjudged an insolvent. The total amount of all pecuniary claims against me is—Rs.

(c) as set out in detail in Schedule A annexed hereunto, which contains the names and residences of all my creditors so far as they are known to, or can be ascertained by me. The amount and particulars of all my property and debts due to me are set out in Schedule B annexed hereunto together with a specification of all my property, not consisting of money, and the place or places at which such property is to be found, and I hereby declare that I am willing to place all such property at the disposal of the Court save in so far as it includes such particulars (not being my books of account) as are exempted by law from attachment and sale in execution of a decree.

(d) I filed a petition to be adjudged an insolvent in the Court of on or about and on such petition was adjudged an insolvent in respect of debts totalling approximately Rs. against which assets were realized to the extent of approximately Rs. and a dividend (or "dividends") of in the rupee was (or "were")—declared. I was granted an absolute order of discharge (or "I was refused an absolute order of discharge and my discharge was suspended for " and " I was granted an order of discharge subject to the following conditions, " or " about " ) on' or

This adjudication has been annulled on the following grounds (or "has not been annulled"). (or for the above from "and on such petition" substitute). and such petition was dismissed for the following reasons:—

(Signature)

(Verification clause as in plaints.)

ction of the

Cash  
balance  
in hand  
on the  
1st of  
April lastOrder  
of the  
Court

APPENDIX D—*contd.*

SCHEDULE A

Referred to in Form No. 2.

*Form of list of Creditors to be annexed to the Debtor's Petition.*  
*Creditors.*

No.	Names and residences of creditors and claimants.	Nature and consideration of debt or claim and securities (if any), also, if the debts is disputed, the reason.	When contracted.	Amount of claim.	Payments.	Interest due at date of presenting petition or filing Schedule with rate.	Balance due	Admitted or disputed.
-----	--	--	------------------	------------------	-----------	---	-------------	-----------------------

*N.B.*—Where there have been mutual dealings and it is alleged that a claim by any party has been set-off, such party must be entered both as a creditor and debtor and the word "Set-off" must be written under the amount.

SCHEDULE B

Referred to in Form No. 2.

*Form of list of Debtors to be annexed to the Debtor's Petition.*  
*Debtors.*

No.	Name and residence of debtor.	Nature and consideration of the debt and the securities (if any), for the same.	When contracted.	Amount.	Good, bad or doubtful and witnesses with their residence and other evidence by which the debt may be proved.
-----	-------------------------------	---	------------------	---------	--

*N.B.*—Where there have been mutual dealings and it is alleged that a claim by any party has been set-off, such party must be entered both as a creditor and debtor and the word "Set-off" must be written under the amount.

## APPENDIX D—contd.

## FORM No. 3

## Insolvency Notice

(Title)

To

A, B. or (A, B and Co.,)

of

Take notice that within\* after service of this notice on you excluding the day of such service, you must pay to of [or to of his (or their agent duly authorised] (a) the sum of Rs. claimed by (b) as being the amount due on a Decree or Order obtained by (c) against you in the Court dated ,whereon execution has not been stayed, or you must furnish security for the payment of the said sum to (d) satisfaction [or the satisfaction of his (or their) said agent] (a) or you must satisfy this Court that you have a counter-claim or set-off against (c) which equals or exceeds the sum claimed by (c) and which you could not lawfully set up in the suit or proceedings in which the decree or order was obtained.

Dated this

day of

19

JUDGE.

## Endorsement on Notice

You are specially to note:

That the consequences of not complying with the requisition of this notice are that you will have committed an act of insolvency on which insolvency proceedings may be taken against you.

If, however, you have a counter-claim or set-off, which equals or exceeds the amount claimed by (c).

in respect of the Decree or Order and which you could not lawfully set up in the suit or proceedings in which the said Decree or Order was obtained, you must within\* days apply to the Court to set aside this notice.

(S)

\* The period shall not be less than one month.

(a) Strike out if no agent authorised.

(b) Insert name of creditor.

(c) "him" or "them".

(d) "his" or "their".

(e) Name of Creditor.

(f) Name and address of lawyer suing out the notice, or "This notice is" sued out by in person.

APPENDIX D—*contd*

## FORM No. 4

*Application to set aside Insolvency Notice*

(Title)

I, \_\_\_\_\_ A \_\_\_\_\_ B,  
of \_\_\_\_\_ hereby state:—

1. That I was, on the day of \_\_\_\_\_, served with the notice hereto annexed (or, describe the notice).

2. That I have satisfied or secured the debt claimed by C.D. by (state nature of satisfaction or security).

or

3. (a) That I have a counter-claim (or set-off) for Rs. \_\_\_\_\_ being a sum equal to (or exceeding) the claim of the said C.D. in respect of (here state ground of counterclaim or set-off).

(b) That I could not have lawfully set up the said counter-claim (or set-off, as the case may be) in the suit or proceeding in which the said decree or order was obtained against me.

or

4. That I am in law entitled to have the notice set aside on the following ground namely:—

5. That I therefore apply to the Court and pray that the notice may be set aside on the ground(s) stated above.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_.

Judgment-debtor

I, \_\_\_\_\_, the petitioner do hereby declare that what is stated in this application is true to my knowledge.

Judgement-debtor.

## FORM No. 5

*Creditor's Petition*

(Title)

I, C.D. of \_\_\_\_\_ (or We, C.D. of \_\_\_\_\_ and E.F. \_\_\_\_\_)

of \_\_\_\_\_ ) hereby petition the Court that  
(a) Insert name, address and description of debtor. A.B. (a) ordinarily residing at (or "carrying on business at" or "personally working for" \_\_\_\_\_),  
gain at \_\_\_\_\_,  
may be adjudged an insolvent and say:—

1. That the said A.B. is justly and truly indebted to me (or us in the aggregate) in the sum of Rs. \_\_\_\_\_ (set out amount of debt or debts, and the consideration).

## APPENDIX D—contd.

2. That I (or we) do not, nor does any person on my (or our) behalf, hold any security on the said debtor's estate, or any part thereof, for the payment of the said sum or

That I hold security for the payment of (or part of) the said sum (but that I will give up such security for the benefit of the creditors of the said A.B. in the event of his being adjudged insolvent) (or, and I estimate the value of such security at the sum of Rs. )

or  
That I, C.D. one of your petitioners, hold security for the payment of etc.

That I, E.F. another of your petitioners, hold security for the payment of, etc.  
3. That the said A.B. within 3 months before the date of the presentation of this petition has committed the following act (or acts) of insolvency, namely (here set out the nature and date or dates of the act or acts of insolvency relied on).

(Signature).

(Verification clause as in plaints).

## FORM No. 6

*Notice to creditors of the date of hearing of an insolvency petition—section 19.*  
(Title)

Whereas A.B. has applied to this Court, by a petition dated of 19 , to be declared an insolvent under the Provincial Insolvency Act (Vof 1920), and your name appears in the list of creditors filed by the aforesaid debtor, this is to give you notice that the Court has fixed the day of 19 for the hearing of the aforesaid petition and the examination of the debtor. If you desire to be represented in the matter you should attend in person or by a duly instructed lawyer. The particulars of the debt alleged in the petition to be due to you, are as follows:—

Dated this

day of

19

Judge.

## FORM No. 7

*Order of Adjudication—Section 27*  
(Title)

Pursuant to a petition dated \_\_\_\_\_ by \_\_\_\_\_ (here insert name, description and address of debtor) and on reading and hearing against \_\_\_\_\_ it is ordered that the debtor be and the said debtor is hereby adjudged insolvent.

Dated this

day of

19.

Judge.

## APPENDIX D—contd.

## FORM No. 8

## Order appointing a Receiver—Section 56.

(Title)

Whereas A, B, \_\_\_\_\_ was adjudicated an insolvent by order of this Court, dated \_\_\_\_\_ and it appears to the Court that the appointment of a receiver for the property of the insolvent is necessary.

It is ordered that a receiving order be made against the insolvent and a receiving order is hereby made against the insolvent and R.S. of \_\_\_\_\_ (or the Official Receiver) is hereby constituted receiver of the property of the said insolvent.

If the receiver is a Government officer who has given security that is still valid of the kind mentioned in the proviso to Rule XIII (1), strike out this paragraph unless the Court specially directs him to give such security. And it is further ordered that the said receiver (not being the Official Receiver) do give security to the extent of \_\_\_\_\_ and that his remuneration be fixed at \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Judge.

## FORM No. 9

## Proof of debt—General Form—Section 49.

(Title)

In the matter of

No. (a) of 19 \_\_\_\_\_

(a) Here insert number given in the notice.

I, \_\_\_\_\_

(b) Address in full.

of (b) \_\_\_\_\_

make \_\_\_\_\_

That the said—

oath and say (or solemnly and sincerely affirm and declare)—

(c) State consideration and specify the vouchers (if any) in support of the claim.

\_\_\_\_\_ was \_\_\_\_\_ at the date of the petition, viz., \_\_\_\_\_ were \_\_\_\_\_

the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

and still \_\_\_\_\_ is \_\_\_\_\_ justify and truly indebted to me in \_\_\_\_\_ are \_\_\_\_\_

the sum of Rs. \_\_\_\_\_

Ps. \_\_\_\_\_

for (c) as shown by the

account endorsed hereon (or the following account). viz:—

(d) Here insert words "my" or "our" or "their" or "his", as the case may be.

For which sum or any part thereof I say that I have not nor hath any person by (b) \_\_\_\_\_ order to my

knowledge or belief for (d) \_\_\_\_\_ use had or received any

manner of satisfaction or security whatsoever save and

except the following (e):—

(e) Here insert details of securities, bills or the like.

Admitted to vote for Rs. \_\_\_\_\_  
Judge or Official Receiver \_\_\_\_\_Sworn at this day of \_\_\_\_\_  
before me. \_\_\_\_\_Deponent's  
Signature. \_\_\_\_\_

(Signed) X.Y.,

Designation.

## APPENDIX D—contd.

## FORM No. 10

*Proof of debt of workmen*

(Title)

(a) (b) make oath and say (or solemnly and sincerely affirm and declare):—That (c) was \_\_\_\_\_ at the date of the adjudication, \_\_\_\_\_ were \_\_\_\_\_ am \_\_\_\_\_ viz., the day of 19 \_\_\_\_\_ and still is \_\_\_\_\_ are \_\_\_\_\_

justly and truly indebted to the several persons whose names, addresses and descriptions appear in the schedule endorsed hereon in sums severally set against their names in the sixth column of such schedule for wages due to them respectively as workmen or others in (d) in respect of services rendered by them respectively to \_\_\_\_\_ during such periods before the date of the receiving order as are set out against the respective names in the fifth column of such schedule for which said sums, or any part thereof, I say that they have not, nor hath any of them had or received, any manner of satisfaction or security whatsoever.

Sworn \_\_\_\_\_ at

Admitted to vote for Rs. \_\_\_\_\_  
Judge or Official ReceiverAffirmed  
this day of \_\_\_\_\_  
before me.Deponent's  
signature.(Signed) X.Y.,  
Designation.

## FORM No. 11

*Notice to creditors of the date of consideration of a composition or scheme of agreement—Section 38*

(Title)

Take notice that the Court has fixed the day of \_\_\_\_\_ 19 \_\_\_\_\_ for the consideration of a composition (or scheme of arrangement) submitted by A. B., the debtor in the above insolvency petition. No creditor who has not proved his debt before the aforesaid date will be permitted to vote on the consideration of the above matter. If you desire to be represented at the abovementioned hearing you should be present in person or by a duly instructed lawyer with your proofs.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Judge.

## APPENDIX D—contd.

## FORM No. 12

Form under section 38(2)

*List of creditors for use at Meeting held for consideration of composition or scheme*

Meeting held at		(Title)	day of 19	
No.	Names of all creditors whose proofs have been admitted.	Here state at each creditor whether he voted, and, if so, whether personally or by lawyer.	Amount of assets.	Amount of admitted proof.
Total..				
Required number of Majority .....				
Required value ..... Rs.				

## FORM No. 13

*Form of Notice under section 64—Notice to persons claiming to be Creditors of intention to declare final Dividend*

(Title)

Take notice that a final dividend is intended to be declared in the above matter, and that if you do not establish your claim to the satisfaction of the Court on or before the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ or such later day as the Court may fix, your claim will be expunged, and I shall proceed to make a final dividend without regard to such claim.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 19 .

To-X. Y.

G. H. Receiver,  
(Address).

## FORM No. 14

*Order annulling Adjudication under section 37*

(Title)

On the application of R. S., of \_\_\_\_\_, and on reading \_\_\_\_\_ and hearing \_\_\_\_\_ it is ordered that the order of adjudication dated \_\_\_\_\_ against A. B., of \_\_\_\_\_, be and the same is hereby annulled.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 19 .

Judge.

APPENDIX D—*contd.*

## FORM No. 15

*Notice to Creditors of Application for Discharge-Section 41(1)*

(Title)

Take notice that the abovenamed insolvent has applied to the Court for his discharge and that the Court has fixed the day of \_\_\_\_\_ 19\_\_\_\_ at \_\_\_\_\_ o'clock for hearing the application.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ .

Judge.

*Note.*—On the back of this notice the provisions of section 42(1), Act V of 1920, should be printed.

## FORM No. 16

*Order of discharge subject to conditions as to earnings, after-acquired property and income*

Section 41 (2) (a), (b) or (c)

(Title)

On the application of \_\_\_\_\_, adjudged insolvent on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, and upon taking into consideration the report of the Official Receiver (or receiver) as to the insolvent's conduct and affairs and hearing A. B. and C. D. creditors:

It is ordered that the insolvent:

(a) be discharged forthwith; or

(b) be discharged on the \_\_\_\_\_; or

(c) be discharged subject to the following conditions as to his future earnings, after-acquired property and income:—

After setting aside out of the insolvent's earnings, after-acquired property, and income, the yearly sum of Rs. \_\_\_\_\_ for the support of himself and his family, the insolvent shall pay the surplus, if any (or such portion of such surplus as the Court may determine), of such earnings, after-acquired property, and income to the Court of Official Receiver (or receiver) for distribution among the creditors in the insolvency. An account shall, on the 1st day of January in every year or within 14 days, thereafter, be filed in these proceedings, by the insolvent setting forth a statement of his receipts from earnings, after-acquired property, and income during the year immediately preceding the said date, and the surplus payable under this order shall be paid by the insolvent into Court or to the Official Receiver (or receiver) within 14 days of the filing of the said account.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ .

Judge.

## APPENDIX D—contd.

## FORM No. 17

## Summary Administration—Section 74

(Title)

## NOTICE TO CREDITORS

Take notice that on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, the above-named debtor presented a petition to this Court parying to be adjudicated an insolvent and that on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, the Court being satisfied that the property of the debtor is not likely to exceed Rs. 500, directed that the debtor's estate be administered in a summary manner and appointed the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ for the further hearing of the said petition and the examination of the said debtor.

Also take notice that the Court may, on the aforesaid date then and there proceed to adjudication and distribution of the assets of the aforesaid debtor. It will be open to you to appear and give evidence on that date. Proof of any claim you desire to make must be lodged in Court on or before that date.

Given under my hand and seal of the Court.

This \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Judge.

Seal.

## FORM No. 18

## Recognizance of the Official Receiver and Sureties

(Rule XIII)

The Judge of the District Court \_\_\_\_\_ has approved of and allowed this recognizance \_\_\_\_\_

R. P. H. of, etc., W. B. of, etc., T. P. of, etc., in the District Court of \_\_\_\_\_ personally appearing, do acknowledge themselves, and every of them doth acknowledge himself to owe the respective sums of money set opposite to their respective names in the schedule hereto to be paid to \_\_\_\_\_ Esquire, Judge of the said District Court of \_\_\_\_\_ his successors in office or assigns and in default of payment of the said respective sums, the said R. P. H., W. B., and T. P. are willing and do agree each for himself, his heirs, executors and administrators, by these presents, that the said sums shall be levied, recovered and received of and from them, and every of them, and of and from them, and every of them and of and from all and singular the manors, messuages, lands, tenements and hereditaments, goods and chattels of them and every of them wheresoever the same shall be found, Witness the day of \_\_\_\_\_ 19\_\_\_\_ Whereas the Government of Bombay have by an order No. \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ appointed the said R. P. H. Official Receiver under Section 57 of the Provincial Insolvency Act (V of 1920) and he has thereby become liable to give security to be approved of by the said District Court. And wheras the said Judge has approved of the said W. B. and T. P. to be sureties for the said R. P. H., in the amounts set opposite to their respective names in the schedule hereto and has also approved of the above written recognizance, with the under written condition as a proper security



## APPENDIX F

(Chapter XXXI, Note (ii) to paragraph 602, page 216)

*Forms of Security Bonds prescribed for Nazirs, Clerks and Bailiffs*

A

FORM OF PERSONAL SECURITY BOND FOR NAZIRS, CLERK AND BAILIFFS OF  
DISTRICT AND SUBORDINATE COURTS

KNOW all men by these presents that I, A. B. of \_\_\_\_\_ am held and firmly bound unto the Governor of Maharashtra (hereinafter referred to as "the Governor" which expression shall, unless excluded by or repugnant to the context, include his successors in office and assigns) in the sum of rupees (Rs. \_\_\_\_\_) to be paid to the Governor for which payment, well and truly to be made, I bind myself, my heirs, executors, administrators and legal representatives by these presents.

WHEREAS the above bounden A. B. was on the \_\_\_\_\_ day of 19 \_\_\_\_\_ appointed to and now holds the office of \_\_\_\_\_ in the office of \_\_\_\_\_ And whereas the said A. B. \_\_\_\_\_ by virtue of such office is bound to \_\_\_\_\_ Nazir's \_\_\_\_\_ (here describe the nature of the Clerk's duties) and to \_\_\_\_\_ Bailiff's

collect

keep and render true and faithful accounts of his dealing with all property and money which may come into his hands or possession or under his control, such accounts to be kept in the form and manner that may, from time to time be prescribed by duly constituted authority, and also to prepare and submit such returns, accounts and other documents as may from time to time be required of him.

And whereas the said A. B. \_\_\_\_\_ has, in pursuance of paragraph 618 of Chapter XXXI at page \_\_\_\_\_ of the Civil Manual, X 1986 Volume I, been called upon to execute a bond with two sureties in favour of the Governor in the above mentioned sum of rupees (Rs. \_\_\_\_\_) for the due and faithful performance by the said A. B. \_\_\_\_\_ of the duties of his office, and of many other office requiring security to which he may be appointed at any time and of other duties which may be required of him while holding any such office as aforesaid and for the purpose of securing and indemnifying the Governor against all loss, injury, damage, costs or expenses which the Governor may, in any way, suffer, sustain or pay, by reason of the misconduct, neglect, oversight or any other act of the said A. B. or of any person or persons acting under him or for whom he may be responsible.

Now the condition of the above written bond is such that if the said A. B. has whilst he has held the said office of \_\_\_\_\_ as aforesaid, always duly performed and fulfilled the duties of his said office and if he shall whilst he shall hold the said office or any other office requiring security to which he may be appointed, or in which he may act, always duly perform and fulfil all and every duties thereof respectively and other duties which may from time to time be required of him while holding any such office as aforesaid and shall duly pay into the Government Treasury at \_\_\_\_\_ all such moneys as are payable to Government and shall come into his possession or control by reason of the said office and shall duly account for and deliver up all moneys, papers and other property which shall come into his possession or control by reason of the said office and if the said A. B., his heirs, executors or administrators shall pay or cause to be paid unto the Governor the amount of any loss or defalcation in the accounts of the said \_\_\_\_\_ within 24 hours after the amount of such loss or defalcation, shall have been demanded from the said A. B. by the \_\_\_\_\_ such demand to be in writing and left at the office or last known place of residence of the said A. B. and shall also at all

APPENDIX F—*contd.*

times indemnify and save harmless the Governor from all and every loss, injury, damage, costs or expenses which has been or shall or may at any times or time hereafter during the service or employment of the said A. B. in such office as aforesaid, or any such other offices aforesaid, be sustained, incurred, suffered or paid by the Governor by reason of any act, embezzlement, defalcation, mismanagement, neglect, failure, misconduct, default, disobedience, omission or insolvency of the said A. B. or of any person or persons acting under him or for whom he may be responsible, then this obligation shall be void and of no effect; otherwise the same shall be and remain in full force.

And it is hereby further agreed that in the event of the death of the said A. B. or on the final termination of the service of the said A. B. whether as such as aforesaid, or otherwise or in the event of the said A. B. ceasing to hold any office requiring security, this bond shall remain with the

for \_\_\_\_\_ calendar months for recovering any loss, injury, damage, costs or expenses that may have been sustained, incurred or paid by the Governor owing to the act, neglect or default of the said A. B. or any such other person or persons as aforesaid and which may not have been discovered until after his death or the termination of his said service or his ceasing to hold any office for which the security was required:

Provided always that without prejudice to any other rights or remedies for recovering the loss or damage as aforesaid it shall be open to the Governor to recover the amount payable under this bond as an arrear of land revenue.

IN WITNESS whereof the said A. B. has hereunto set his hand this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Signed and delivered by the above \_\_\_\_\_  
in the presence of—

named A. B.

(Signature)

1.  
2.

We,

abovesaid A. B.

hereby declare ourselves sureties for the that he shall do and perform all that he has above undertaken to do and perform, and in case of his making default therein we hereby bind ourselves jointly and severally to forfeit to the Governor the sum of \_\_\_\_\_ in which the abovesaid A. B. has bound himself, or such other lesser sum as shall be deemed to be sufficient by the \_\_\_\_\_ to cover any loss or damage which the Governor may sustain by reason of such default.

And we agree that the Governor may, without prejudice to any other rights or remedies of the Governor, recover the said sum as an arrear of land revenue.

And we also agree that neither of us shall be at liberty to terminate his suretyship except upon giving to the said \_\_\_\_\_ six calendar months' notice in writing of his intention so to do, and our joint and several liability under this bond shall continue in respect of all acts, embezzlements, defalcations, mismanagements, neglects, failures, misconducts, defaults, disobedience, omissions and insolvencies on the part of the said \_\_\_\_\_ until the expiration of the said period of six months.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
Signatures of sureties in the presence of—

1.  
2.

(Signature)

In the presence of—

1.  
2.

(Signature)

## APPENDIX F—contd.

## B

## FORM OF SECURITY BOND FOR NAZIRS, CLERKS AND BAILIFFS OF DISTRICT AND SUBORDINATE COURTS

(When Government Securities are deposited)

KNOW all men by these presents that I, A.B. .... of ..... am held and firmly bound unto the Governor of Maharashtra (hereinafter referred to as "the Governor") in the sum of rupees ..... (Rs. ....) to be paid to the Governor for which payment, well and truly to be made, I bind myself, my heirs, executors, administrators, and legal representatives by these presents.

WHEREAS the above bonden A.B. .... was on the ..... day of ..... 19 ..... appointed to and now holds the office of ..... in the office of ..... and whereas the said A.B. .... by virtue of such office is bound to collect .....

Nazir's

(here describe the nature of the clerk's duties) and to keep and render true and

Bailiff's

faithful accounts of his dealings with all property and money which may come into his hands or possession or under his control, such accounts to be kept in the form and manner that may, from time to time, be prescribed by duly constituted authority, and also to prepare and submit such returns, accounts and other documents as may from time to time be required of him.

And whereas the said A.B. .... has, in pursuance of paragraph 618 of Chapter XXXI page ..... of the Civil Manual, 1986. Vol. I, delivered to and deposited with the \* ..... for the time being † ..... to the amount

No.

of rupees ‡ ..... (Rs. ....) and bearing ..... †

Nos.

..... of ..... duly endorsed in favour of the\* ..... for the time being as security for the due and faithful performance by the said A.B. .... of the duties of his said office, and of any other office requiring security to which he may be appointed at any time and of other duties which may be required of him while holding any such office as aforesaid and for the purpose of securing and indemnifying the Governor against all loss, injury, damage, costs or expenses which the Governor may, in any way, suffer, sustain or pay, by reason of the misconduct, neglect, oversight, or any other act of the said A.B. .... or of any person or persons acting under him or for whom he may be responsible.

Now the condition of the above written bond is such that if the said A. B. has whilst he had held the said office of ..... as aforesaid, always duly performed and fulfilled the duties of his said office and if he shall whilst he shall hold the said office or any other office requiring security to which he may be appointed, or in which he may act, always duly perform and fulfil all and every duties thereof respectively and other duties which may from time to time be required of him while holding any such office as aforesaid and shall duly pay into the Government Treasury ..... at all such moneys as are payable to Government and shall come into his possession or control by reason of the said office and shall duly account for and deliver up all moneys, papers and other property which shall come into his possession or control by reason of the said office and if the said A. B. .... his heirs, executors or administrators shall pay or cause to be paid unto the Governor

\*Designation of the officer to be filled in.

†Description of security to be filled in.

‡Full particulars to be filled in.

## APPENDIX F—contd.

the amount of any loss or defalcation in the accounts of the said ..... within 24 hours after the amount of such loss or defalcation, shall have been demanded from the said A. B. .... by the ..... such demand to be in writing and left at the office or last known place of residence of the said A. B. .... and shall also at all times indemnify and save harmless the Governor from all and every loss, injury, damage, costs or expense which has been or shall or may at any times or time hereafter during the service or employment of the said A. B. .... in such office as aforesaid, or in any such other offices aforesaid, be sustained, incurred, suffered or paid by the Governor by reason of any act, embezzlement, defalcation, mismanagement, neglect, failure, misconduct, default, disobedience, omission or insolvency of the said A. B. .... or of any person or persons acting under him or for whom he may be responsible, then this obligation shall be void and of no effect; otherwise the same shall be and remain in full force. Provided always and it is hereby declared and agreed that the said † ..... for rupees ..... (Rs. ....) so delivered and deposited as aforesaid, or such other securities mentioned in "Financial Rule 51(3) (a) of Financial Publication No. 1 (The Bombay Financial Rules, 1959)" of the same amount as the said \* ..... for the time being may consent, from time to time to accept and receive in lieu of or exchange for the same or which the † ..... to deposit as additional security to make up and the amount of the original security under this bond and the interest thereof shall be and shall remain with the † ..... for the time being as such security as aforesaid, with full power to the † ..... for the time being as occasion shall require to sell and dispose of the said † ..... for rupees ..... (Rs. ....) or a sufficient portion thereof and to apply the proceeds thereof with the interest already accrued thereon in and towards the indemnity as aforesaid of the Governor or otherwise as aforesaid, but that nevertheless the interest accruing on the said † ..... may in the meantime to be paid over to the said A. B. .... as and when the same shall be realised if the † ..... for the time being, shall think fit to do so.

And it is hereby further agreed that in the event of the death of the said A. B. .... or on the final termination of the service of the said A. B. .... whether as such ..... as aforesaid, or otherwise or in the event of the said A. B. ceasing to hold any office requiring security the said \* ..... for rupees ..... (Rs. ....) or such other securities as may have been substituted therefor or added thereto and this bond shall remain with the † ..... for the time being for ..... calendar months for recovering any loss, injury, damage, costs, or expenses that may have been sustained, incurred or paid by the Governor owing to the act, neglect or default of the said A. B. .... or any such other person or persons as aforesaid and which may not have been discovered until after his death or the termination of his said service or his ceasing to hold any office for which the security was required.

Provided always that the return at any time of the said \* ..... or of any securities substituted therefor or added thereto as aforesaid shall not be deemed to affect the right of the Governor to take proceedings upon or under this bond against the said A. B. .... or against his heirs, executors, administrators or legal representatives after his death, in case any breach of the conditions of this bond shall be discovered after the return of the said † ..... or the securities substituted therefor or added thereto as aforesaid and the responsibility of the said A. B. .... shall at all times continue, and the Governor shall be fully indemnified against all such loss or damage as aforesaid at any time.

\*Description of security to be filled in.  
†Designation of the officer to be filled in.

APPENDIX F—*concl'd.*

Provided further that nothing herein contained nor the security hereby given shall be deemed to limit the liability of the said A. B. in respect of the matters aforesaid, to the forfeiture of the sum for which this bond is executed and that should the sum realized by sale, under the power aforesaid, of the said † or the securities substituted therefor or added thereto be insufficient to indemnify the Governor in full for any loss or damage sustained by him in respect of the matters aforesaid, the said A. B. shall pay to the Governor on demand such further sum as shall be deemed by the\* for the time being to be necessary in addition to the sum realized by sale as aforesaid to cover such loss or damage as aforesaid and that without prejudice to any other rights or remedies for recovering the loss or damage as aforesaid, it shall be open to the Governor to recover such further sum payable as aforesaid under this bond as an arrear of land revenue.

IN WITNESS whereof the said A.B.  
has hereunto set his hand this

19

day of

Signed and delivered  
by the abovenamed  
A.B.

in the presence of

1.

2.

(Signature).

\*Designation of the officer to be filled in.  
†Description of security to be filled in.

## APPENDIX G

(Chapter XXXVI, paragraph 698, page 256)

A. The following Nineteen holidays shall be observed compulsorily as holidays of general importance by all Courts in the mofussil including the Courts in Dadra and Nagar Haveli District :-

- (1) Republic Day.
- (1) Mahashivratri.
- (1) Holi (2nd day).
- (1) Gudi Padva.
- (1) Ramnavami.
- (1) Maharashtra Day (Except the Courts in Dadra and Nagar Haveli District).
- (1) Chhatrapati Shivaji Maharaj Jayanti.
- (1) Budha Jayanti.
- (1) Ramzan Id.
- (1) Independence Day.
- (1) Bakri Id.
- (1) Gokul Ashtami.
- (1) Ganesh Chaturthi.
- (1) Moharrum.
- (1) Mahatma Gandhi Jayanti.
- (1) Dassara.
- (2) Diwali (Diwali and New Year's Day).
- (1) Id-E-Milad.
- (1) Dadra and Nagar Haveli Liberation Day (for the Courts in Dadra and Nagar Haveli District only).

B. In addition to the above holidays the Courts should enjoy eight more local holidays according to the list of Local Holidays sanctioned for each of the following Districts :-

*List of Holidays of Local Importance sanctioned for each of the Districts in Maharashtra.*

**Ahmednagar—**

- 1 Makar Sankrat.
- 1 Mahavir Jayanti.
- 1 Pola Shrawan Vd. 30
- 1 Anant Chaturdashi.
- 4 Additional for Diwali.

**Akola—**

- 1 Good Friday.
- 1 Anant Chaturdashi.
- 1 Pitru Moksha Amavasya.
- 3 Additional for Diwali.
- 1 Mahalaxmi.
- 1 Christmas Day.

APPENDIX G—*contd.**For the Court at Wasim only—*

- 1 Balaji Fair in lieu of Anant Chaturdashi.
- 1 Sakham Maharaj Fair in lieu of 1 additional day for Diwali.
- 1 Nath Nange Maharaj Fair in lieu of Nagpanchami.

*For the Court at Akot only—*

- 1 Narsing Maharaj Fair in lieu of 1 additional day for Diwali.
- 1 Immersion day of Ganapati, in lieu of Anant Chaturdashi.

*For the Court at Balapur only—*

- 1 Sakham Maharaj Fair in lieu of 1 additional day for Diwali.

*For the Court at Mangalpur only—*

- 1 Birbal Nath Maharaj Fair in lieu of Anant Chaturdashi.

*Amravati—*

- 1 Akshya Tritiya.
- 1 Mahavir Jayanti
- 1 Pola.
- 1 Pitru Moksha Amavasya.
- 4 Additional for Diwali.

*Aurangabad—*

- 1 Makar Sankrant.
- 1 Nath Shashthi.
- 1 Id-e-Milad.
- 1 Anant Chaturdashi.
- 4 Additional for Diwali.

*Bhandara—*

- 1 Akshaya Tritiya.
- 1 Coconut Day.
- 1 Pola.
- 1 Pitru Moksha Amavasya.
- 4 Additional for Diwali.

*For the Courts at Gondla and Sakoli only—*

- 1 Til Sankrant in lieu of Pitru Moksha Amavasya.

*Bhir—*

- 1 Makar Sankrant.
- 1 Additional for Holi (1st Day).
- 1 Pola.
- 1 Anant Chaturdashi.
- 4 Additional for Diwali.

*For the Court at Ambajogai only—*

- 1 Ambajogai Fair in lieu of Anant Chaturdashi.
- 1 Mukundraj Fair in lieu of one Additional day for Diwali.

APPENDIX G—*contd.**Buldana—*

- 1 Makar Sankrant.
- 1 Pola.
- 1 Mahalakshmi.
- 1 Pitru Moksha Amavasya.
- 4 Additional for Diwali.

*For the Courts at Buldana, Chikhali and Mehkar only—*

- 1 Deolgaon Raja Fair in lieu of Makar Sankrant.

*For the Court at Jalgaon (Jamod) only—*

- 1 Dhanora Fair in lieu of Makar Sankrant.

*Chandrapur—*

- 1 Akshaya Tritiya.
- 1 Nagpanchami.
- 1 Pola.
- 1 Pitru Moksha Amavasya.
- 4 Additional for Diwali.

*Dhule—*

- 1 Makar Sankrant.
- 1 Ashadhi Ekadashi.
- 1 Pola.
- 1 Anant Chaturdashi.
- 4 Additional for Diwali.

*Jalgaon—*

- 1 Makar Sankrant.
- 1 Ashadhi Ekadashi.
- 1 Pola.
- 4 Additional for Diwali.
- 1 Kartiki Ekadashi.

*Jalna—*

- 1 Mahalaxmi (Gauri) Puja.
- 1 Makar Sankrant.
- 1 Pola Day.
- 1 Anant Chaturdashi.
- 4 Diwali.

## APPENDIX G—contd

*Raigad—*

- 1 Makar Sankrant.
- 1 Ashadhi Ekadashi.
- 1 Coconut Day.
- 1 Additional for Ganesh Chaturthi.
- 4 Additional for Diwali.

*Kolhapur—*

- 1 Makar Sankrant.
- 1 Mahavir Jayanti.
- 1 Ashadhi Ekadashi.
- 1 Anant Chaturdashi.
- 4 Additional for Diwali.

*Nashik—*

- 1 Mahavir Jayanti.
- 1 Ashadhi Ekadashi.
- 1 Coconut Day.
- 4 Additional for Diwali.
- 1 Additional for Christmas.

*Nagpur—*

- 1 Ashadhi Ekadashi.
- 1 Nagpanchami.
- 1 Pola.
- 1 Pitru Moksha Amavasya.
- 4 Additional for Diwali (one for Dhan Teeras, one for Bhaubij and two additional for Diwali).

*Nanded—*

- 1 Pola.
- 1 Id-E-milad.
- 1 Punya Tithi of Guru Govindsingh.
- 1 Jatra Malegaon.
- 4 Additional for Diwali.

*Osmanabad—*

- 1 Makar Sankrant.
- 1 Urus Hazrat Khwaja Shamsuddin Gazi.
- 1 Jatra of Tulzapur.
- 1 Mahalakshmi.
- 4 Additional for Diwali.

*For the Court of Kallam only—*

- 1 Pola day (Shravan Vad. 30), in lieu of Urus Hazrat Khwaja Shamsuddin Gazi

*For the Court at Tulzapur only.—*

- 1 Khandoba Jatra of Naldurg in lieu of Urus Hazrat Khwaja Shamsuddin Gazi.

APPENDIX G—*contd.**For the Courts at Omerga only.—*

- 1 Mahadeo Jatra Day in Lieu of Urus Hazrat Khwaja Shamsuddin Gazi.
- 1 Urus Hazrat Shantu Sayed Saheb in lieu of Jatra of Tulzapur.

*For the Courts at Latur only.—*

- 1 Makar Sankrant.
- 1 Pola Day (Shravan Vad. 30).
- 1 Mahalaxmi (Bhadrapad S. 8).
- 4 Diwali.
- 1 Vol-<sup>l</sup> mawasya (Margashirsh Vad. 30).

*For the Court at Udgir only.—*

- 1 Pola Day (Shravan Vad. 30) in lieu of Urus Hazrat Khwaja Shamsuddin Gazi.
- 1 Elams (Margashirsha Vad. 30) in lieu of Jatra of Tulzapur.
- 2 Jatra of Havagi Swami (Paush Vad. 1 and 2) in lieu of Makar (Til) Sankrant and Mahalaxmi.

*For the Court at Nilanga only.—*

- 1 Urus Darga Pir Pasha Saheb (24th Rabiussani of Hijri Year) in lieu of Urus Hazrat Khwaja Shamsuddin Gazi.
- 1 Jatra Mallappa Maharaj (Kartik Vad. 14) in lieu of Jatra of Tulzapur.

*For the Court at Ausa only.—*

- 1 Pola Day (Shravan Vad. 30) in lieu of Jatra of Tulzapur.
- 1 Rang Panchami (Phalgun Vad. 5) in lieu of Uurus Hazrat Khwaja Shamsuddin Gazi.

*For the Court at Ahmedpur only.—*

- 1 Pola Day (Shravan Vad. 30) in lieu of Jatra of Tulzapur.
- 1 Elamas (Margashirsha Vad. 30) in lieu of Urus Hazrat Khwaja Shamsuddin Gazi.

*For the Court at Paranda only.—*

- 1 Urus Khwaja Badruddhin (Rajab 8 of Hijri Year) in lieu of Urus Hazrat Khwaja Shamsuddin Gazi.

*For the Court at Bhoom only.—*

- 1 Pola Day (Shravan Vad. 30) in lieu of Jatra of Tulzapur.
- 1 Jatra of Alam Prabhu (Margashirtha Vad. 11) in lieu of Urus Hazrat Khwaja Shamsuddin Gazi.

*Parbhani—*

- 1 Urus Dargh Sharif.
- 1 Coconut Day.
- 1 Pola.
- 1 Id-e-Milad.
- 4 Additional for Diwali (one for Kali Chaudas, one day for Bhaubij and two additional.)

*Pune—*

- 1 Makar Sankrant.
- 1 First Ashadhi Ekadashi.
- 1 Anant Chaturdashi.
- 4 Additional for Diwali.
- 1 Second Kartiki Ekadashi.

*Ratnagiri—*

- 1 Ashadhi Ekadashi (Firs).
- 1 Gauri Puja.
- 1 Gauri Visarjan.
- 4 Additional for Diwali.
- 1 Kartiki Ekadashi.

## APPENDIX G—contd.

*Satara.—*

- 1 Makar Sankrant.
- 1 Ramdas Navmi.
- 1 Anant Chaturdashi.
- 4 Additional for Diwali.
- 1 Kartiki Ekadashi.

*For the Court at Phaltan only.—*

- 1 Ratha Utsav in lieu of Ramdas Navmi.

*Sangli.—*

- 1 Makar Sankrant.
- 1 Mahavir Jayanti.
- 1 Nagpanchami.
- 1 Ashadhi Ekadashi.
- 4 Additional for Diwali.

*For the Court at Jath only.—*

- 2 Shri Yellamma Fair in lieu of Mahavir Jayanti and Nagpanchami.

*Solapur.—*

For all the Courts except the subordinate Courts at Pandharpur.

- 1 Makar Sankrant.
- 1 Rang Panchami.
- 1 Ashadhi Ekadashi.
- 4 Additional for Diwali.
- 1 Kartiki Ekadashi.

*For the Courts at Pandharpur only.—*

- 1 Rang Panchami.
- 3 Ashadhi Ekadashi.
- 2 Additional for Diwali.
- 2 Kartiki Ekadashi.

*Thane.—*

- 1 Makar Sankrant.
- 1 Ashadhi Ekadashi.
- 1 Additional for Ganpati.
- 4 Additional for Diwali.
- 1 Kartiki Ekadashi.

*Wardha.—*

- 1 Sarva Pitru Amawasya.
- 1 Christmas.
- 1 Pola.
- 1 Good Friday.
- 4 Additional for Diwali.

*Yavatmal.—*

- 1 Holi (First Day).
- 1 Ashadhi Ekadashi.
- 1 Pola.
- 1 Mahalaxmi.
- 4 Additional for Diwali.

(Vide High Court Notification No. Y. 0202/73, dated the 10th October 1974, Published in the Maharashtra Government Gazette 1974, Part IV-C, at pages 789 to 792).

APPENDIX B  
FORM 'A'

(Chapter XXXVIII paragraph 709, page 364)  
Statement showing the position of Civil and Criminal Cases disposed of during and pending at the end of the quarter ending .....

Serial No. .... The Court of First Instance, District Magistrate, First Class at ..... Civil Judge, Senior/Junior Division and Judicial Magistrate, First Class at .....  
Invested with Summary powers : Yes/No. ....

Nature of Cases	Special Regular Suits		H.M. Cause Suits		L.A. Cases		Special Dar-khasts		Regular Dar-khasts		Small Cause Dar-khasts		A.D.R. Dar-khasts		Insolvency Petitions		Cases under W.C. Act/P. W. Act.		Final Decree Appeals		Election Petitions		M.I.D. References		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
Opening Balance at the beginning of the quarter. I																									
Received during the quarter II.																									
Total ..																									
Disposal during the quarter. III*	By Judgment																								
	} Otherwise																								
Number of pending matters at the end of the quarter IV.																									
Number of ready matters at the end of the quarter V.																									

APPENDIX H—contd.

FORM A—contd.

Nature of Cases	Misc. Appns. req. Judl. Enq.	Misc. Appns. not req. Judl. Enq.	Other matters	Regular I.P.C. Cases	Regular Cases under other Acts	I.P.C. Cases triable summarily	Sum. triable Cases under other Acts	Prohibition Cases	Appns. under Sec. 125 Cr. P.C.	Mun. Appns.	Other Misc. Cases	Chapter Cases
1	16	17	18	19	20	21	22	23	24	25	26	27

Opening Balance at the beginning of the quarter I.

Received during the quarter II.

Disposal during the quarter III.\*

Total ..  
 Number of pending matters at the end of the quarter IV. } By Judgment  
 } Otherwise

Number of ready matters at the end of the quarter V.

\* (1) In column No. III disposal otherwise than by Judgment means (a) Criminal cases in which accused pleaded guilty, those which were compounded or withdrawn and those which ended in acquittal or discharge because of the absence of the complainant, cases committed to the Session Court, cases transferred to other Court, (b) Civil matters which are compromised, withdrawn, dismissed for default, decided *ex-parte* and cases in which the contest is restricted only to grant of instalment and/or costs. (2) \*strike out which is not applicable.



## APPENDIX H—contd.

## FORM A

Remarks of the District Judge :

(i) Proportion of unready unobstructed Civil matters to the ready Civil matters.

Spl. Suits	Reg. Suits	Sm. Ca. Suits	H.M. Pet	L. A. Cases
†*P/L/VL/AL	P/L/VL/AL	P/L/VL/AL	P/L/VL/AL	P/L/VL/AL

(ii) Efforts made to dispose of :  
older Cases Civil : Made/not made/party made.

Criminal : made/not made/party made.

(iii) Due priority is/is not given to the older matters.

(iv) Disposal for the quarter is/is not adequate/deemed adequate/satisfactory for the reasons.  
 (v) Proper attention needs to be paid to the disposal of following categories of litigation.  
 (vi) Other remarks, if any :

Date :

Signature of the District Judge.

Working days	Holidays	Leave	Total days in the quarter

(i) Number of cases in which arguments were not heard for more than 7 days after conclusion of evidence.

Civil ..... Cri. ....

(ii) Number of cases in which judgements are not delivered for more than 15 days after conclusion of arguments.

Civil ..... Cri. ....

(iii) Number of year-old Civil and Criminal matters disposed of during quarter :

Spl. Suits	Reg. Suits	Sm. Ca. Suits	L. A. Cases	H.M.P.	Cri. Cases

(iv) Number of contested interlocutory applications for injunction, appointment to Receiver disposed of during quarter.

(v) Number of Criminal Cases in which summaries have remained to be issued to the Police for more than 15 days.

IF NIL, certified that in no Criminal Case summary has remained to be issued to the Police for more than 15 days.

(vi) Certified that in all the matters which are shown as disposed of by judgments, in this return the Judgments are ready in all respects.

Remarks of the Presiding Officer :

Date :

Signature of Presiding Officer.

†The proportion of unready unobstructed matters to ready matters is (a) P = Proper, (b) L=Large, (c) VL=Very Large and (d) AL=Abnormally large, if the proportion of unready unobstructed matters to ready matters is (a) 50 to 55%, (b) 56 to 65%, (c) 66 to 75%, and (d) 76% and above respectively.

@ (1) Adequate disposal = according to norms, (2) Deemed adequate disposal = below norms but for satisfactory reasons and (3) Satisfactory disposal = above norms.

Efforts "are made" to dispose of older cases if the disposal of older cases is 75% and above of the total expected disposal, "partly made" if such disposal is between 50% and 75% and "not made" if it is below 50%.



APPENDIX. H—contd.

Serial No.	Name of the Judge and Court.	Nature of litigation	FROM B—contd.												Total			
			Pre 19	19	19	19	19	19	19	19	19	19	19	19				
			R	U	R	U	R	U	R	U	R	U	R	U	R	U	R	U
		15. Elections Petitions.																
		16. M. I. D. Reference.																
		17. Misc. Appeals req. Judl. Enq.																
		18. Misc. Appeals not req. Judl. Enq.																

- 2. Shri ..... 1. Regular Suits .....
- ..... 2. Sm. Ca. Suits—
- Civil Judge, Junior Division, ..... 3. Reg. Darbhastis..
- ..... 4. Sm. Ca. Darbhastis.
- ..... 5. B. A. D. R. Darbhastis.
- ..... 6. Insolvency Petition
- ..... 7. Cases under the Payment of Wages Act.
- ..... 8. Other Misc. Causes.

Notes.—(i) R denotes Ready and U denotes unready Cases. (ii) In the case of Linked Courts the figures should be given for each Court. (iii) Out of unready cases for each year in respect of Special and Regular Suits information regarding (a) Suits pending for decision of Tenancy Courts, (b) Suits pending with Commissioners and (c) Suits stayed for other reasons, should be given by indicating below the total number of unready suits, the number of such suits by prefixing letters 'T', 'C' and 'S' respectively, e.g. T 4, C 5 and S 2.

District Judge.

APPENDIX H—contd.

FORM B-1

(Chapter XXXVIII, paragraph 709, page 264)

Statement showing the year-wise break-up of the Cases pending in the Court of Judicial Magistrate, First Class at .....  
 .....the end of the quarter ending .....

Nature of Cases	Pre-198		198		197		198		Total
	Eff. Ineff.	Eff. Ineff.	Eff. Ineff.	Eff. Ineff.	Eff. Ineff.	Eff. Ineff.	Eff. Ineff.		
1. Reg. I.P.C. Cases .. .. .	..	..	..	..	..	..	..	..	..
2. Reg. Cases under other Acts .. .. .	..	..	..	..	..	..	..	..	..
3. I.P.C. Cases Summarily .. .. .	..	..	..	..	..	..	..	..	..
4. Summary Cases under other Acts .. .. .	..	..	..	..	..	..	..	..	..
5. Prohibition Cases .. .. .	..	..	..	..	..	..	..	..	..
6. Applns. under Sec. 125, Cri. Pro. Code .. .. .	..	..	..	..	..	..	..	..	..
7. Municipal Appeals .. .. .	..	..	..	..	..	..	..	..	..
8. Other Misc. Cases .. .. .	..	..	..	..	..	..	..	..	..
9. Chapter Cases .. .. .	..	..	..	..	..	..	..	..	..
Total .. .. .	..	..	..	..	..	..	..	..	..

Note.—Pending should be shown with reference to the actual date of institution and not with reference to the date of receipt of the case in the file of the Presiding Officer.

APPENDIX  
FORM

(Chapter XXXVIII)

Statement showing the position of Civil and Criminal Cases disposed of during and  
Serial No. .... The Court of Shri .....

Nature of Proceedings	Regular Appeals	Miscellaneous Appeals	Revision Applications	Suits	Motor Accident Claims	M.I.D. References	Darkhasts
1	2	3	4	5	6	7	8
Opening Balance at the beginning of the quarters I							
Received during the quarter II.							
Disposal during the quarter III.	By Judgment						
	otherwise						
Total							
Total number of Cases pending at the end of the quarter IV.							

Nature of Cases	Regular Appeals	Miscellaneous Appeals	Revision App Applications	Suits	Motor Accident Claims	Darkhasts	M.I.D. References
1	2	3	4	5	6	7	8
Number of ready matters at the end of the quarters V.							
Number of unready unobstructed Civil matters at the end of the quarter VI.							
Number of obstructed Stayed Civil matters at the end of the quarter VII.							
Classification of pending Criminal Cases shown in Colum No. IV.							
Less than three months VIII							
Three months and over but less than six months.							
Six months and over but less from 12 months.							
12 months and over							

N.B.—(1) Disposal by Judgment in Column No. III refers to contested Cases which are decided on merits by writing judgments, Disposal otherwise than by judgments means (a) Criminal Cases in which accused pleaded guilty, those which are compounded or withdrawn, those which are transferred to other Courts, (b) Civil matters which are compromised, withdrawn, dismissed for default, decided *ex-parte* and the matters in which contest is restricted to grant of instalments and or costs.

(2) \*Strike out which is not applicable.



## APPENDIX H—contd.

## FORM 'C'

Remarks of the District Judge—

(i) Proportion of unready unobstructed Civil matters to the ready Civil matters :

Civil Appeals	Suits	H.M. Petitions	L. A. Cases
†*P/L/VL/AL	P/L/VL/AL	P/L/VL/AL	P/L/VL/AL

(ii) Efforts made to dispose of older cases Civil : Made/Not made/Partly made  
Criminal : Made/Not made/Partly made

(iii) Due priority is/is not given to older matters.

(iv) Other remarks, if any.

Date :

Signature of the District Judge.

Working days	Holidays	Leave	Total days in the quarter
--------------	----------	-------	---------------------------

- (i) No. of Cases in which arguments were not heard for more than 7 days after conclusion of evidence. Civil .....  
Criminal .....
- (ii) No. of Cases in which judgments are not delivered for more than 15 days after the conclusion of arguments. Civil .....  
Criminal .....
- (iii) No. of 12 months and above old Civil matters and six months and above old Criminal matters disposed of during the quarter.

Civil Appeals	Suits	Motor Accident Claims	H.M. Petitions	L.A. Cases	Criminal Appeals	Session/Spl. Cases
---------------	-------	-----------------------	----------------	------------	------------------	--------------------

- (iv) No. of contested interlocutory applications for injunction, of appointment Receiver, disposed of during the quarter.
- (v) Certified that in all the matters which are shown as disposed of by Judgments in this return the Judgments are ready in all respects.
- (vi) Please state the efforts made to dispose of older Cases.
- (vii) Remarks of the Presiding Officer :

Date :

Signature of Presiding Officer.

†\* The proportion of unready unobstructed matters to ready matters is (a) P=Proper, (b) L=Large, (c) VL=Very large and (d) AL=Abnormally large, if the proportion of unready unobstructed matters to ready plus unready unobstructed is (a) 50 to 55 percent, (b) 56 to 65 percent (c) 66 to 75 percent and (d) 76 percent and above, respectively.

†(1) Adequate disposal—according to norms, (2) Deemed adequate disposal below norms but for satisfactory reasons and (3) Satisfactory disposal above norms.

‡ Efforts "are made" to dispose of older cases if the disposal of older cases is 75 percent and above of the total expected disposal "party made" if such disposal is between 50 percent and 75 percent and "not made" if it is below 50 percent.

APPENDIX H—cont'd.

FORM-D

(Civil Manual, 1986 Vol. I, Chapter XXXVIII, paragraph 711 and Vol., II, App. H, Form D)

Statement showing at a glance the information regarding Civil cases pending at the beginning of.....in the District Court of.....

Nature of Proceedings	Pre 1978		1978		1979		1980		1981		1982		1983		Total	
	R	U	R	U	R	U	R	U	R	U	R	U	R	U	R	U
1. Regular Appeals	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
2. Miscellaneous Appeals	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
3. Revision Applications	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
4. Suits	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
5. Motor Accident Claims	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
6. M.J.D. References	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
7. Darkhests	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
8. H. M. Petitions	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
9. Miscellaneous Applications requiring Judicial Enquiry.	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
10. Other Civil Cases	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
11. Election Petitions	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
12. L. A. Cases	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..

Note:—'R' denotes Ready and 'U' denotes Unready cases.

District Judge.

APPENDIX H—contd.

FORM 'D-1'

(Chapter XXXVIII paragraph 711)

Statement showing the year-wise break-up of the Cases pending in the Sessions Court at ..... at the end of the quarter ending .....

Nature of Cases	Pre-198		198		198		Total
	Eff. Ineff.	Eff. Ineff.	Eff. Ineff.	Eff. Ineff.	Eff. Ineff.	Eff. Ineff.	

1. Sessions Cases.
2. Special Cases.
3. Criminal Appeals.
4. Criminal Revision Applications.
5. Criminal Applications.

Total :

NOTE :—pendancy should be shown with reference to the actual date of institution and not with reference to the date of receipt of the case in the file of the Presiding Officer.

Quarterly Statement showing the information the suits pending at the beginning of ..... 19 in the Court of ..... 19 and Disposed of during the quarter ending ..... 19

Serial No.	Name of the Court	Nature of Litigation	Total No. of ready year-old Suits pending at the beginning of the Quarter.	Total No. of year-wise year-old Suits finally disposed of during the Quarter	Remark
1	2	3	4	5	6

FORM F

## APPENDIX

## FORM

(Chapter XXXVIII,

Statement showing the information regarding cases pending and  
The Court of Shri ..... Judge,

Nature of litigation	Pre-1974	1975	1976	1977	1978	1979	1980	1981
	RU	RU	RU	RU	RU	RU	RU	RU
I	2	3	4	5	6	7	8	9
1. Small Cause Suits ..								
2. Rent Act Suits								
3. Misc. Applns. u/ss. 11 & 24 of Rent Act.								
4. Applns. under Muni- cipal Act.								
5. Municipal Appeals								
6. E.S.I. Applns. ..								
7. Election Petitions ..								
8. Workmen's Comp. & P.W. Act Cases.								
9. Misc. Applns. requir- ing judicial enquiry.								
10. Darkhasts								
11. Misc. Applns. not re- quiring judicial enquiry.								
Total ..								

Note.—(1) Disposal otherwise than by judgment means that Civil matters which are compromised, is restricted only to grant of instalment and/or costs.

(2) \*Strike out which is not applicable.

Quarter	Working days	Holidays	Leave	Total days in a quarter
(i) Number of Cases in which arguments were not heard for more than 7 days after conclusion of evidence.				
(ii) Number of Cases in which judgments are not delivered for more than 15 days after conclusion of evidence.				
(iii) Number of year old Civil Matters disposed of during the Quarter :				
	Small Cause Suits.	Rent Act Suits.	Election Petitions.	Municipal Appeals.
(iv) Number of contested interlocutory applications for injunction, appointment of Receiver, disposed of during the quarter.				
(v) Certified that in all the matters which are shown as disposed of by judgment in this return, the judgments are ready in all respects.				

Remarks of the Presiding Officer :

Date :

Signature of the Presiding Officer.

N.B.—The proportion of unready unabstracted matters to the ready matters is (a) P—Proper of unready unabstracted matters to ready plus unready unabstracted matters is (a) 50 t  
(1) Adequate disposal according to norms,—2 Deemed adequate disposal below  
worthy disposal Disposal which is equal to 1½ times or more of the normal disposal.  
†Efforts "are made" to dispose of older matters if the disposal of older cases is 75% and  
75% and "not made" if it is below 50%.

M

'F'

Paragraph 712, page 264)

disposed of during the quarter pending

Court of Small Causes

1982	Total		Out of Col. 11 Pending with the Commissioner	Out of Col. 11 stayed for other reasons	Opening balance	Receipts during the Quarter	Disposal during Quarter		Total	Remark
	R U	R U					By Judgment	Other-wise by Judgment		
10	11	12	13	14	15	16	17	18		

withdrawn, dismissed for default, decided ex-parte and matters in which the contest

Remarks of the District Judge :-

(i) Proportion of unready unobstructed Civil matters to the ready Civil matters :

Small Cause Suits	Rent Act Suits	Election Pet.	Municipal Appeals
*P/L/VL/AL	P/L/VL/AL	P/L/VL/AL	P/L/VL/AL

†(ii) Efforts made to dispose of older Cases : \*made/not made/partly made.

(iii) Due priority is/is not given to the older Cases :

‡(iv) Disposal for the quarter is/is not adequate/deemed adequate/satisfactory for the reasons and note-worthy.

(v) Proper attention needs to be paid to the disposal of following categories of litigation :

(vi) Other remarks, if any.

Date :

Signature of the District Judge.

(b) L—Large, (c) VL—Very Large and (d) AL—Abnormally Large, if the proportion 55%, (b) 56 to 65%, (c) 66 to 75%, (d) 76% and above respectively.

norms but for satisfactory reasons, (3) Satisfactory disposal above norms and, (4) Note- above of the total expected disposal, "Partly made" of such disposal is between 50% and

## APPENDIX H—contd.

## STATEMENT No. I

(Chapter XXXVIII, Paragraph 711, page 264)

Statement showing the proportion of ready and unready Civil Proceedings pending in all the Courts in the District of.....at the quarter ending.....

Name of Court	Nature of Cases	Proportion of ready and unready matters,				Whether satisfactory steps taken to reduce proportion.
		In previous Quarter.		In present Quarter.		
		P L	V L A L	P L	V L A L	
1	2	3		4	5	
1. District Court	.. Civ. Appls. L.A. Cases.					
2. Court of Civil Judge, Senior Division.	Spl. Suits. Reg. Suits. H.M. Petns. L.A. Cases.					
3. Civil Judge Junior Division.	.. Reg. Suits.					

## STATEMENT No. II

(Chapter XXXVIII, paragraph 710, page 264)

Statement showing the adequacy or otherwise of the disposals of the Civil Judges (S.D.) and Civil Judges (J.D.) &amp; Judicial Magistrates for the quarter ending.....

Inadequate	Names of Judges whose disposals during the quarter is				Directions given, if any by the District Judge.
	Deemed adequate	Adequate	Satisfactory	Noteworthy	

N.B.—Give names of Judges under the respective headings.

- (1) Adequate Disposal — According to norms;
- (2) Deemed adequate disposal — Below norms but for satisfactory reasons;
- (3) Satisfactory disposal — Above norms but below 1½ times of the norms;
- (4) Noteworthy disposal — Disposal which is equal to 1½ times or more of the normal disposal.

## APPENDIX H—contd.

## STATEMENT No. III

(Chapter XXXVIII, Paragraph 710, Page 264)

Statement showing the names of judges who have or have not paid proper attention to the disposal of year-old Civil and/or Criminal Cases during the quarter ending.....

Name of the Judges who have paid proper attention to the disposal of Pre-19 Cases. Civil/Criminal	Name of Judges who have generally paid attention to the disposal of Pre-19 Cases. Civil/Criminal	Name of Judges who have not properly paid attention to the disposal of Pre-19 Cases. Civil/Criminal	Name of Judges who have not generally paid attention to the disposal of Pre 19 Cases. Civil/Criminal	Directions given by the District Judges to the Judges, if any.
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## STATEMENT No. IV

Statement showing whether adequate attention is paid by the Civil Judges and Judicial Magistrate, First Class to Civil and Criminal disposal where the file consists of work of both types.....

Name of Judges who paid adequate attention to both type of work i.e. Civil and Criminal 1	Names of Judges who have not paid adequate attention to Civil work 2	Names of Judges who have not paid adequate attention to Criminal work 3	Directions given by the District Judge to the Judges concerned, if any. 4
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## STATEMENT No. V

(Chapter XXXVIII, Paragraph 709, Page 264)

Statement showing the year-wise break-up of the total number of over 12 month's old Criminal Cases pending in each of the Magisterial Courts in the District of ..... at the quarter pending.....

Name of Court	Pre-19		19		19		19		19		Total
	E	I	E	I	E	I	E	I	E	I	

Total

- Note.—(i) E—denotes Effective Cases.  
(ii) I—denotes Ineffective Cases.  
(iii) Pendency should be shown with reference to the actual date of institution and not with reference to the date of receipt of the case in the file of the Presiding Officer.

APPENDIX H—contd.

(Chapter XXXVIII Paragraph 717, Page 265)

*Inventory and Value of Property belonging to Persons who have died intestate and without known heirs in the District of \_\_\_\_\_ of \_\_\_\_\_ as required by Regulation VIII of 1827, Section X, Clause 4, brought down to 31st December 19 \_\_\_\_\_*

No.	Name	Place of Death	Date of Appointment of Administrator	Property				Total	Disposal of Property	Balance on the 31st December	Final result of the case		
				Cash	Ornaments	Bonds and other Securities	Vessels					Landed Property	Property of a perishable nature and its sale proceeds, if any.
				Amount	Value	Value	Value	Value	Rs. P. Rs. P.	Rs. P. Rs. P.			
1	2	3	4	5	6	7	8	9	10	11	12	13	14
				Rs. P.	Rs. P.	Rs. P.	Rs. P.	Rs. P.	Rs. P.	Rs. P.	Rs. P.	Rs. P.	Rs. P.

Dated \_\_\_\_\_ of \_\_\_\_\_ 19 \_\_\_\_\_

District Judge.

APPENDIX H—contd.  
FORM OF REGISTER

(Chapter XXXVIII, paragraph 718 at page 265)

Return showing the amount of Court-fees levied on Probates, letters of Administration and Certificates issued in the .....  
District of ..... during the year 19 .....

1 Declared value of assets of estate	2 Number of Probates Letters of Administration with will annexed.	3 Amount of Court-fees paid.	4 Number of Probates and Letters of Administration without will annexed.	5 Amount of Court-fees paid.	6 Number of Certificates issued under Regulation VIII of 1827 of the Bombay Code.	7 Amount of stamp duty paid	8 Number of Certificates issued under Act XXXIX of 1925.	9 Amount of Court-fees paid	10 Number of Certificates on which Art. 11 (Sch. I) of the Bombay Court-Fees Act, 1959, have been levied on extension thereof.	11 Amount of Court-fees.	12 Number of Probates Letters of Administration and certificates.	13 Amount of Court-fees and stamp duty paid.	14 Number of Letter of Administration cancelled and fresh letters issued in lieu of the original.	15 Remarks.
Below Rs. 1,000	..	..	..	..	..	..	..	..	..	..	..	..	..	..
From Rs. 1,000 to 5,000	..	..	..	..	..	..	..	..	..	..	..	..	..	..
From Rs. 5,000 to 10,000	..	..	..	..	..	..	..	..	..	..	..	..	..	..
From Rs. 10,000 to 50,000	..	..	..	..	..	..	..	..	..	..	..	..	..	..
From Rs. 50,000 to 1,00,000	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Above Rs. 1,00,000	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Total	..	..	..	..	..	..	..	..	..	..	..	..	..	..

No. \_\_\_\_\_ of 19 \_\_\_\_\_  
Forwarded to the High Court, Appellate Side, Bombay. 19 \_\_\_\_\_  
District of \_\_\_\_\_, dated \_\_\_\_\_  
District Judge.

APPENDIX H-1

Forms of Registers for Civil Courts

(Chapter XXXIX)

Register of Sale Certificate Issued

Serial No.	Dkt. No.	Name of parties	Name of the auction purchaser	Date of sale	Date of confirmation of sale	Description of the property sold	Suit No. and name of the Court which passed the *Decree	Price paid	Date of application for certificate if any	Date of granting the certificate	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

\*If the decree has been received by transfer, from other Court, the name of that Court should be entered in this column.

Register of Cases in which Nazir is Appointed as Guardian-ad-litem

Serial No.	No. of suits and/or other proceedings	Date of order appointing guardian	Date on which minor which attain majority	Name, father's name age and residence of the minors	Date and purpose of order terminating guardianship	Remarks report received etc.
1	2	3	4	5	6	7

APPENDIX H-1—contd.

PRO FORMA 'I'

Register of High Court Writs

Serial No.	Date of receipt	High Court writ No. and date	High Court proceedings No. and the names of parties	District Court and Sessions Court Proceeding No. (if any)	Trial Court's proceeding No.	Nature of writ No. i.e. Bail writ, Final writ, writ calling for R. & P. or stay writ	Date and name of the Court to which sent for compliance	Date of return and mode of compliance	No. and Date when writ is certified with despatch No.	Remarks
1	2	3	4	5	6	7	8	9	10	11

PRO FORMA "II"

Register of District and Sessions Court Writs

Serial No.	Date of receipt	District Court or Sessions Court Writ No. and Date	District Court or Sessions Court Proceeding No. and Names of parties	Trial Court's Proceeding No.	Nature of Writ i.e. Bail Writ, Final Writ, Writ calling for R. & P. or stay writ	Name of the Court to which sent for compliance	Date and mode of compliance	No. and Date when writ is certified with despatch No.	Remarks
1	2	3	4	5	6	7	8	9	10

APPENDIX H-1—contd.

Register of Final Degree applications for Mesne Profits

<sup>61</sup> Register of Miscellaneous Application (Mesne Profits) requiring Judicial enquiry for the year prescribed Register of Miscellaneous Application requiring Judicial Enquiry:—

" Column 1 to 7 of the

Date of presentation	No. of petition	Name of petitioner and Opponent	No. of suit appeal etc. to which petition refers	Date of actual disposal	No. of appeal, if any	Decree in appeal and date
1	2	3	4	5	6	7
<p style="text-align: center;">[Faint, illegible text and bleed-through from the reverse side of the page]</p>						

## APPENDIX HI—contd.

## Return of arrears

(Chapter XXXVIII, paragraph 715 at page 265.)

District		Court of					
Name of Judge handing over charge Date of handing over Arrears on date of delivery of charge		Name of Judge from whom charge was taken Date of taking over Arrears on date of receipts of charge					
Suits		Appeals		Suits		Appeals	
Over one year	Below one year	Above one year	Below one year	Over one year	Below one year	Above one year	Below one year

Note.—A statement showing the year old suits specifying the years in which they were instituted against them should be attached.

(Chapter XXXVIII, paragraph 720 at page 266)

Monthly Statement of Refund or Repayment of Court fee under the provisions of sections 15 to 17 and 4<sup>2</sup> of Bombay Act XXXVI of 1939 (or other law in force)

Number of suit, application or appeal	Name of party to receive refund or repayment	Amount to be refunded repaid	Name and Designation of officer ordering refund or repayment	Date of Order	Remarks

N.B.—The Civil Judge should every month furnish to the Collectors of their respective Districts through their District Judges a statement (in the above form) of Court fees which are ordered to be refunded or repaid to parties in suits, applications and appeals and the District Judges should similarly furnish information in respect of their own Courts.