

CHAPTER - III

COURT COMPOUND

1. COMPOUND

C.L. No. 13/2AA-1-55 dated 4th March, 1955 read with

C.L. No. 27/IXg-36 dated 26th April, 1955.

District Judges may allow the legal practitioners to place their takhats, and the vendors of sweetmeats etc. to put up a limited number of temporary structures in the civil court compounds. In granting such permission the following points shall be kept in view:-

- (1) A particular place or places in the compound should be set apart for the placing of takhats or putting up of temporary structures.
- (2) The roads immediately surrounding the court buildings should be kept free from all obstructions.
- (3) The takhats should be placed in some order and not at random.
- (4) The structures should be located at a convenient place well arranged so that they may not mar the beauty of the civil court premises.
- (5) The maximum number of takhats to be allowed should be fixed having regard to the space available for the purpose and the need of lawyers. There should not be so many takhats that the premises present an unsightly appearance or cause congestion. The maximum number so fixed should not ordinarily be allowed to be exceeded.
- (6) The takhats should be of ordinary size.
- (7) No temporary structure should be permitted on any takhat.
- (8) No rent should be charged from the lawyers for the keeping of takhats in the compound.

C.L. No. 6 dated 30th June, 1904

No permanent structures of any kind are to be erected within the compound attached to the court house until the sanction of the High Court has been obtained. It is the duty of the Nazir to see that all temporary structures including piyaos, huts for pankha coolies, sheds etc., are removed at the latest by the end of each civil court vacation.

C.L. No. 50 dated 20th May, 1959

Unauthorised engravings or epitaphs in the compounds of the civil court are undesirable. As such stone-slabs etc. with engravings thereon to commemorate any occasion should not be fixed in the compounds of the civil courts without prior approval of the Court.

C.L. No. 522/46-78 dated 30th July, 1913

Some District Judges have from time to time in the past dealt with government property under their control in such a way as to allow strangers to acquire, or to be in a position to set up claims of adverse possession against the Government. In most cases this has been done without

information being given to the High Court or to any responsible officer of Government. For instance, additions to and changes in new buildings have been made by a District Judge acting with the Public Works Department which have involved Government in an expenditure of Rs. 42,563, a sum far beyond the sanctioned estimates. In another district a large mosque with a grove attached to it and other appurtenances have been built upon such land and rent paid by government for the land so occupied. In other districts smaller mosques have grown up with the consent or at any rate without opposition from the District Judge. In some cases portions of court buildings have been allotted to pleaders or government officials thereby curtailing the accommodation intended for other officials.

In future the responsibility for seeing that changes are not made without the sanction of the High Court previously obtained will be strictly enforced.

Requisitions from other departments - Registration, Police, etc. to occupy parts of the court buildings or to add to existing buildings should, before assent is given to them, be sent to the Court for consideration. It is not conducive to the security of a record room to find that a portion of it has been assigned to the Registration Department and that free access in consequence has been given to Registration officials to come and go at will inside the District Court's record room.

C.L. No. 40/Budget-1 dated 12th July, 1982

The District Judges should take up the matter effectively with the District Magistrate and Municipal Board authorities for, stopping unauthorised constructions of gumtis and hut shops, etc., outside the court premises and the removal of unauthorised constructions as also for keeping the vicinity of the civil courts outside its compound in healthy and hygienic conditions.

C.L. No. 50/IXg-36 dated 25th April, 1961 referred in

C.L. No. 4 dated 1st April, 1903

C.L. No. 6 dated 30th June, 1904 and

C.L. No. 3159 dated 5th October, 1909

The Nazir of each outlying court and the Central Nazir of each judgeship will, through the District Judge, report to the Court that he has inspected the grounds attached to the civil court building and will certify that no permanent structures have been erected within the said ground during the last financial year (April to March) for the erection of which the sanction of the Court has not been obtained and that all structures of temporary nature have been removed. The report should reach the Court not later than first week of May each year.

C.L. No. 2990/67 dated 12th July, 1913

Office copies of these annual reports are to be kept for twelve years computed from the January 1, of the year succeeding that to which they relate.

C.L. No. 103 dated 18th November, 1957

No club should be opened in the court premises without the specific sanction of the High Court.

G.L. No. 5/SC-1, (1) dated 20th January, 1937, read with

G.L. No. 23/SC-2 dated 7th April, 1937

Each District Judge is the authority to allow the erection of a post for a telegraph or a telephone on civil court land whether the line is for the benefit of some one else or some other government building or for a telegraph office. In exercising this authority the District Judge will satisfy himself that the line cannot be laid elsewhere and that the posts do not cause any unsightly obstruction to the civil court buildings. The conditions laid down in G.L. No. 23/SC-2, dated April 7, 1937 must be carefully borne in mind.

[2] BUILDINGS

(i) Construction of additional court room

C.L. No. 98/s(b) dated 20th July, 1971

Whenever any proposal to the Court is made for construction of additional court rooms at a particular station, full information on the following points should be sent:

- (1) Number of permanent courts.
- (2) Whether accommodation for such courts and their offices etc. is available in the existing building.
- (3) Number of temporary courts, duration of such temporary courts and the period for which they are likely to continue (along with full facts and figures in justification).
- (4) Whether accommodation and furniture are available. If not, the reason thereof.
- (5) In case additional court rooms are to be constructed, the demand for additional furniture should also be sent along with the proposal for construction of court rooms.
- (6) Whether residential accommodation is available for the officers of permanent courts, temporary courts and for the officers likely to be posted on the creation of new courts.

(ii) Construction of three storied buildings

C.L. No. 103/s(b) (Main) dated 8th June, 1974 and

C.L. No. 111/s(b) (Main) dated 26th July, 1974

Proposals for construction of court rooms, office rooms, residences etc., should be sent to the Court keeping in view the instructions contained in Government letter no. 1166CB/23 C.B.-VIII-70 CB-74, dated June 15, 1974 which prohibits construction of Government building of less than three storeys in urban areas.

Whenever permission is granted to the Bar for construction of chambers or other rooms, it should be examined, specially where there is shortage of land, that the foundation of the construction is strong enough to have a three storied building.

(iii) Master plan

C.L. No. 15/x(b) dated 25th January, 1971

At the time of submission of any new proposal for construction in future, sanctioned plans of all the new constructions should be put up for fresh location along with a note as to the condition of the old building so that the new constructions may fit in with the master plan whenever prepared.

C.L. No. 12/IXg-10 dated 24th January, 1969

While selecting sites for construction of court and residential buildings of the Judicial Department, the District Judges should see that the instructions contained in G.O. No. 5890-H/XXXVII-118(TVP)- 1963, dated April 10, 1964, are complied with strictly.

C.L. No. 7/Main. s(B)/Admn. B-1dated 13th January, 1986

The District Judges should get the work executed only after obtaining the prior sanction of the Court in respect of execution of the minor/petty works.

(iv) Approved designs

(a) Civil court buildings

C.L. No. 33/IXg-14 dated 27th March, 1958 as modified by

C.L. No. 106/IXg-14 dated 20th November, 1958 and

C.E. No. 71/IXg-14 dated 17th July, 1972

Plans regarding civil courts should be got prepared in conformity with the standards given below which have been approved by the Government:

1. Each Munsif's court- 30ft.x20ft. or 600 s. ft.

- (i) Retiring room 12 ft. x 14 ft. or 168 s. ft.
- (ii) Bath room 6 ft. x 8 ft. or 48 s. ft.
- (iii) Stenographer 8 ft. x 8 ft. or 64 s. ft.
- (iv) Office for 8 persons at 50 s. ft. for each = 20 ft. x 20 ft. = 400s. ft. (Office should have 8 big built-in almirahs - one for each clerk).

Total floor area (Munsif's court) 1,280 s. ft.

2. Each Civil Judge and Additional District Judges Court.

- (i) Court room 30 ft. x 20 ft. or 600 s. ft.
- (ii) Stenographer 8ft. x 8 ft. or 64 s. ft.
- (iii) Retiring room 12 ft. x 14 ft. or 168 s. ft.
- (iv) Bath Room 6 ft. x 8 ft. or 48 s. ft.
- (v) Office for 8 persons at 50 s. ft. for each = 20 ft. x 20 ft. = 400 s. ft. (Office should have 8 big built - in almirahs - one for each clerk).

Total floor area of Civil Judge's court 1,280 s. ft.

3. District Judge's court room-

- (i) Court room 24 ft. x 36 ft. = 864 s. ft.
- (ii) Retiring room 14 ft. x 18 ft. = 252 s. ft.

- (iii) Bath room 6 ft. x 8 ft. = 48 s. ft.
- (iv) Stenographer 8 ft. x 8 ft. = 64 s. ft.
(Steno's room will have one built-in almirah).
- (v) Office rooms 2 of 400 s. ft. each

The accommodation proposed for each clerk is 50 s. ft. For 8 clerks there should be 8 built-in almirahs.

One of the offices will have a partition for Munsarim. Total floor area District Judge's court 2,028 s. ft.

- 4. Library 15 ft. x 25 ft. = 375 s. ft. with steel racks for books all along the walls up to the ceiling.
- 5. Record room - 70 ft. x 35 ft. = 2,450 s. ft. with racks up to ceiling and all over the floor area.
- 6. Copying section. One room 34 ft. x 20 ft. = 680 s. ft.
- 7. Form room - One room 12 ft. x 20 ft. = 240 s. ft. with racks up to the ceiling.
- 8. Nazir's room. About 400 s. ft.
- 9. Government Pleader -One room 14 ft. x 12 ft. = 168 s. ft.
- 10. Malkhana - 15 ft. x 15 ft. = 225 s. ft. with racks in one of the walls.
- 11. Store-10 ft. x 12 ft. = 120 s. ft.

C.L. No. 29/Budget-1/IXg-14 dated 20th March, 1978

District Judges should never write directly to the P.W.D. for Architects to visit sites in connection with preparation of plans for construction of court rooms. They should please contact the local Executive Engineers to prepare such site-plans and move the Court for necessary orders.

(b) Witness-shed

G.L. No. 2240/93-10 dated 7th July, 1920

The plan of witness-shed, as approved by the Court is printed as Sheet No. 1 in the designs attached to G.O. no. 3497-C.B; dated December 17, 1919. District Judges should see that this is used whenever a new witness-shed is built.

A witness shed must be kept in a sanitary condition and for this purpose the plan provides a building open on all sides. The Court expects judicial officers to prevent these buildings from being used for purposes other than that for which they are intended and to see that open spaces are on no account built upon.

(c) Urinals

C.L. No. 151/Budget dated 28th September, 1977

In case there is no proper urinal, water supply etc. in the civil court compound, proposal for the purpose should be sent to the Court along with necessary plan, site plan and estimate duly scrutinized by the P.W.D./L.S.G.E.D.

(d) Inferior staff quarters

C.L. No. 71/65(b) dated 21st November, 1963

In relaxation of the permissible limit calculated under F.R. 45(A)(iv)(a) of Financial Handbook, Vol. II the Government have approved the standard design for quarters for inferior government servants at a cost not exceeding Rs. 2,000 excluding cost of sanitary fittings, septic tank and water post. These quarters should be constructed in a group of three with one common sanitary fitted latrine and stand post. Additional expenditure not exceeding Rs. 233 per quarter be incurred on this account and if only one or two quarters are constructed at one place, expenditure on these should not exceed Rs.600/-and Rs.350/-per quarter respectively.

(e) Rent

C.L. No. 34/315(b)-5-63 dated 9th May, 1963

The following are the heads for debiting expenditure on payment of rent for building taken on hire for locating courts and offices :-

- (1) In the case of buildings taken for location of the court of Additional District Judges the sub-head should be "Contingencies" under the primary unit '(a) District and Sessions Judges';⁺
- (2) In the case of buildings taken for location of the courts of Additional Civil Judges or Judges, small causes the sub-head should be "Contingencies" under the primary unit (b) Civil Judges';⁺⁺
- (3) In the case of buildings taken for location of the courts of Additional Munsifs, the sub-head should be "Contingencies" under the primary unit '(c) Munsifs'.⁺⁺⁺

Suitable provision should henceforth be made in the budget estimates for expenditure on payment of rent keeping in view the accommodation in the civil court buildings and also the pending work necessitating the creation of additional courts in the judgship or the station, as the case may be, during the year for which the budget proposals are sent to Government so that, if necessary, buildings may in such contingencies be taken on rent and payment of rent may be made from the relevant head.

Government may be moved direct for providing necessary funds for payment of rent in case any building is taken on hire during the current financial year or if any arrear of rent in respect of building taken on hire is outstanding, if the expenditure on payment of such rent or arrears cannot be met from the grant under the head 'Contingencies' at disposal.

(f) Annual repairs

G.L. No. 14/663-627 dated 11th July, 1945

The Government has allowed an increase of 40 percent till conditions revert to normal on the existing allotments for annual repairs in respect of the residential buildings of judicial officers under the control of the High Court. This increase will not involve any consequent

⁺ Now '01-District and Sessions Judge'.

⁺⁺ Now '02-Civil Judge'.

⁺⁺⁺ Now '04 - Munsif'.

revision of rent statements or an increase in the rents realised from the occupants of the buildings.

(g) Court buildings not to be used as residence

G.L. No. 3264 dated 20th October, 1909

Permission to occupy any portion of a court building for purposes of residence is in no case to be given to any one without the previous sanction of the High Court.

(h) Report of damage to P.W.D.

G.L. No. 2559 dated 31st July, 1923

A fire broke out in a government building and the roof of the building and doors and windows were entirely destroyed. As the repairs of all non-residential and residential buildings (not borne on the Capital and Revenue account) have been transferred to the departmental heads, it now devolves on the High Court to arrange for funds to carry out the necessary repairs in case of such damage. But in order to safeguard Government, as far as possible, against heavy expenditure due to such accidents, District Judges should report at once to the Public Works Department any damage caused by an accident or fire to a government building so that necessary action may be taken in time to save further injury to the building.

(i) Measurement books

G.L. No. 53/10-SC-2-(11) dated 14th May, 1936

District Judges may take steps to keep up-to-date the standard measurement books pertaining to the buildings under their control, if they need them. They should not, however, make use of the services of the officers of the Public Works Department in this connection.

(j) Compliance of provisions of the U.P. Regulation of Building Operations Act, 1958

C.L. No. 7 dated 18th November, 1960

Attention of all the District Judges is invited to the provisions of sections 6 and 17 of the U.P. (Regulation of Building Operations) Act, 1958 and the instructions issued under G.O. no. 2341-H/XXXVII-50(17)-H-58, dated August 10, 1960 on the subject. It will be noticed that the Act makes no exception in favour of government constructions and all such constructions are, therefore, brought within the purview of the Act. It follows that no such construction can be made except in accordance with the provisions of the Act and in conformity with the directions, if any, issued by Government or the prescribed and controlling authorities appointed for the regulation of building operations in the regulated areas. It is, therefore, necessary that prior sanction of the prescribed authority should be taken before any building operations are conducted within the limits of a regulated area. The District Judges should comply strictly with the directions contained in the Act and in the G.O. referred to above even in respect of government constructions.

C.L. No. 119/Ne-Jee-10 dated 23rd September, 1971

According to section 6 of U.P. (Regulation of Building Operations) Act, 1958, permission should be taken from the prescribed authority concerned before starting construction work in regulated areas and attempt should also be made not to encroach on the excess land as shown in Land Use of the master plan.

(k) Valuation

C.L. No. 70 dated 22nd July, 1969

Instructions contained in Government Circular Endorsement no. 2388(i)-CB/23-PCC-2CB/1968, dated May 21, 1968 regarding valuation of building by the Public Works Department should be complied with strictly.

(l) Electric Installation

G.L. No. 13 dated 4th June, 1931

All Judicial officers should arrange for the maintenance of electrical installations in the buildings under their charge as soon as the installations are made over to them.

G.L. No. 4186 dated 16th August, 1940

The cut-outs and neutral links referred to in rule 30, Indian Electricity Rules, 1954, are not part of the service line as defined by the first proviso, sub-head (b) to clause VI(I), Schedule, Indian Electricity Act, 1910 and their cost is not payable by consumers.

All District Judges should, therefore, refuse payment for such links and cut-outs.

G.L. No. 3827-B-1/49 dated 26th April, 1949

All District Judges, while proposing creation of temporary courts, should state whether or not the court building is fitted with electricity thus enabling the Court to sanction contingent grant in terms of G.O. no. 542/VII-378-47, dated April 16, 1949.

The contingent grants for temporary courts of Additional District Judges, Civil Judges and Munsifs are to be at the following rates, namely -

- (1) Rs. 25 per mensem for courts fitted with electric fans.
- (2) Rs. 60 per mensem for courts not fitted with electric fans and where Punkha pullers are employed for the period, 16th April to 15th October and at Rs. 25 per mensem for the rest of the year.

G.L. No. 9/46-63-611 dated 16th May, 1945

The Government have not issued any general orders allowing payment of maintenance charges of electric installation up to 3-1/2 per cent per annum of the cost of such installations in the case of non-residential buildings. The practice followed at present is for the head of a department to lay down a normal annual grant for maintenance of the building as a whole, allowing, of course, 12-1/2 per cent of the capital cost for electric installations but it is left entirely to the discretion of the officer operating on the estimate to vary the proportion of funds thus available on electric installation and other items. Items that cannot be met with under the normal grant are dealt with under separate estimates for special repairs.

G.L. No. 6/46-63-482 dated 24th February, 1940

The Government has directed that if the percentage charges amount to less than Rs. 100.00 on any individual work undertaken by the Irrigation Branch on behalf of the Building and Road Branch, or by the Building and Roads Branch on behalf of any other Government Department including the Irrigation Branch, the charges in such cases will be waived.

C.L. No. 34/X(b) dated 7th May, 1962

A note should be kept to take care in future in all cases where there is new wiring in a record room or a new record room is constructed that the wiring is all outside the record room and the wires are brought into the record room through the wall close to the place where the light point is to be fixed.

C.E. No. 37-M dated 16th May, 1962

Use of electric heaters is not allowed even in the hill districts.

(v) Engagement

C.L. No. 35/98 dated Allahabad 20th August, 1998

Engagement of other agencies of repute for construction work in the Judgeship.

It has been brought to the notice of the Hon'ble Court that the Government agencies involved in the construction and maintenance of the building do not complete the work within the time frame, This results in escalation of the prices. To avoid escalation of price the District Judge and the officer-in-charge of the building should take care at every stage from the time of acquisition of the land for getting the construction work completed within the stipulated period. If it is felt that the agency assigned with the construction work is not taking proper interest for any reason, then some other agency of repute may be invited to take up the construction work and proposal may accordingly be sent to the Court.

I am, therefore, directed to communicate the directions of the Hon'ble Court for strict compliance.

[3] ESTIMATES

(i) Court's previous sanction necessary

G.L. No. 45/67 dated 20th August, 1934

Funds for (i) petty and minor works, (ii) maintenance and repairs, and (iii) preparation of estimates and plans have been placed at the disposal of the High Court, and before any expenditure on account of work of an original nature or special and quadrennial repairs can be incurred, it is necessary to obtain the previous sanction of the High Court. The fact that funds can only be allotted against sanctioned estimate should never be overlooked. In the case of special repairs to residential buildings the usual formalities have first to be gone through under paragraph 274 of the Account Rules. It is irregular for an officer to incur expenditure in anticipation of sanction, and when a work has been completed in one financial year and funds asked for in another financial year, it becomes difficult to get the expenditure regularised. The orders issued by the Government from time to time and the directions given in Chapter XIII of the Account Rules should be carefully followed by all officials of the Court in connection with the execution and provisions of funds for minor and petty work etc.

(ii) Preliminary estimates

G.L. No. 97/IXg-10 dated 20th November, 1956

According to paragraph 316 of the Financial Handbook, Volume VI, administrative approval should be accorded on the basis of preliminary estimates. Detailed estimates are not necessary for the purpose of administrative approval. Instructions have accordingly been issued

by the P.W.D. that administrative approval will be accorded on the basis of preliminary estimates and so long as the detailed estimates are within the amounts approved by Government and are based on the detailed approved design, it is not necessary to submit detailed estimates for administrative approval by Government. District Judges should not insist on the submission of detailed estimates by the P.W.D.

C.L. No. 66 dated 15th July, 1969

All proposals for minor and major works pertaining to the judgeships should invariably be sent to the Court along with full justification for the works proposed to be got executed, complete data about such work and a rough plan in duplicate, showing the site of the constructions, so that the Court may, after considering the proposals, furnish to the Superintending Engineer/ Executive Engineer, Public Works Department its recommendation and all necessary information about the proposed works for preparation of preliminary plans and estimates in respect thereof alongwith the phasing of expenditure for further necessary action in the matter.

C.E. No. 4/Xb-2 dated 3rd March, 1967

The budget estimates, application for additional grants, Schedule of New Demands and all other matters regarding budget should invariably be submitted to the Court and not direct to the Government.

C.L. No. 20-IXb-10 dated 26th February, 1968

While submitting proposals to the Court for construction work the directions contained in G.O. no. 3591 A.S./3/67, dated October 26, 1967 and 14/14/67 Nyaya (Ka-2) Vibhag, dated December 27, 1967 should be strictly adhered to.

C.L. No. 130/U dated 29th October, 1971

Budget proposals both for recurring and non-recurring expenditure over the improvement of court compound should be submitted to the Court with full facts and figures in support of each item along with following information:

- (1) Area of garden, i.e., land put under gardening;
- (2) Area of lawn;
- (3) Is sufficient water available for irrigation?
- (4) In case of non-availability of water how irrigation is done at present?
- (5) In case there is a pumping set fitted in the court compound, the amounts actually spent during the last three years on :-
 - (a) Maintenance of the pumping set,
 - (b) Electric consumption charges, etc. and
 - (c) Other miscellaneous expenditures;
- (6) Is any coolie engaged for the maintenance of the garden and lawn? If so, the period for which he is engaged, the justification therefore based on facts and figures keeping in view the number of Malis sanctioned for the judgeship and the norm fixed therefor.

(iii) Estimates for petty works, special and quadrennial repairs

G.L. No. 22/IXg-15 dated 3rd April, 1948

The estimate of anticipated expenditure under “petty works”, “special repairs” and “quadrennial repairs” heads are not forwarded by a definite date, as is done in the case of demands for “annual repairs” and improvements of court compounds”. This results in a very irregular flow of demands, and there is always a chance of funds being allotted for less urgent demands pending at a particular time, in preference to more urgent demands that arise later. Further dislocation is caused by accumulation of demands received late in the financial year and instances are not lacking in which allowance made against such demands were allowed to lapse. The solution of the difficulty seems to be to put all the demands likely to arise in the course of a financial year before the High Court at one time for allotment of funds in order of urgency. District Judges should, therefore, send three separate lists showing the amount required for such-

- (i) Petty works,
- (ii) Special repairs,
- (iii) Quadrennial repairs as they intend carrying out to the various buildings under their charge during the current financial year. These lists should be accompanied by -
 - (a) a note showing the urgency of each item of expenditure proposed in the lists,
 - (b) a report whether necessary material is available for carrying out the work,
 - (c) estimate in duplicate for each work fully certified by the Central Nazir to the effect that the rates quoted therein do not exceed Public Works Department rates,
 - (d) plan of the new structure (if one has been proposed in the list) together with a site plan showing the existing and the proposed structures in the compound,
 - (e) in case of works relating to residential buildings, (i) a report from the Public Works Department whether the proposed expenditure would enhance the capital value of the building, and (ii) rent statement of the residence, if necessary, and
 - (f) in case of electrical works, reports required under paragraph 277 of Financial Handbook, Volume V, Part I.

C.L. No. 109/IXg-27 dated 6th November, 1951

The lists may be sent as early as possible but not later than the 31st of July each year.

It is necessary that quadrennial repairs to residential and court buildings are carried out after every four years. District Judges should, therefore, submit a statement on the form appended below by the 31st of March every year. The requisition for funds should accompany all estimates which should be duly certified by the Central Nazir to the above effect –

Sl.No.	Name of building	Nature of quadrennial repair	Date when last carried out	Amount spent	Amount required in the next financial year
1	2	3	4	5	6

C.L. No. 123/Xb-(Budget) dated 29th November, 1969

Necessary demand for payment of office-rent should be included in the budget estimates.

(iv) Proposal for construction of residences of District Judges

C.L. No. 91/S(b) dated 21st August, 1972

Directions contained in G.O. no. 2401 (C.B.)/23-Sa -Ni (8) -63, CB/68, dated July 30, 1972 should be followed while submitting proposals for constructions of residences of District Judges.

(v) P.W.D. rates

G.L. No. 55/67-7 dated 25th October, 1935

While forwarding estimates of work to High Court for sanction it should invariably be certified that the rates quoted therein are in accordance with the latest Public Works Department rates. This direction should be carefully noted for strict compliance.

C.L. No. 126 dated 26th August, 1974

Rough estimates of the constructions should be submitted to the Court whenever necessary.

(vi) Estimates in duplicate or triplicate

G.L. No. 71/67(i) dated 17th December, 1935

Two typewritten copies of the estimate should be submitted to the Court at the time of asking for allotment of funds for works or repairs from the grants placed at the disposal of the Court.

G.L. No. 27 dated 8th March, 1958

The estimates for special repairs to government residential buildings should be submitted in triplicate in all such cases where any part of the expenditure involves enhancement of the capital value of the buildings.

[4] PREPARATION OF PROJECTS

G.L. No. 42/10-SC-(16) dated 28th November, 1931

Out of the three courses mentioned in paragraph 305 of the Financial Handbook, Volume V, Part-I, the one under sub-paragraph (b) being the most expensive, should usually be avoided and such agency for the preparation of projects should not be employed without the express sanction of the Court.

C.L. No. 75/IXg-14 dated 16th October, 1973

In case of delay in preparation of standard plans and estimates of execution of works by the P.W.D., the District Judges should report the same to the Court so that the Government may be apprised of the position.

[5] WORKS BY CONTRACTORS

(i) Tenders

G.L. No. 14/67-6 dated 27th March, 1939

When any construction or work is to be carried out tenders should be invited so as to introduce the element of competition and secure the most favourable terms. In order to invite tenders it is necessary to describe what is wanted. In building construction, that description normally consists of drawings specifications and usually quantities of the various items of work, i.e. an 'estimate' the subordinate courts are, however, not in a position to make a proper estimate themselves and have to obtain it from contractors. But in many cases it has been noticed that one contractor only has been asked to submit a design and quotation for construction. When this is done the element of competition is absent and there is a grave danger that the design will not only be bad but also that the price quoted will be too high.

The best method, therefore, is to invite all local contractors to submit designs, specifications and a lump sum tender. The officer concerned can then judge not only the designs submitted but also the prices quoted and can accept whichever he thinks best. But special care should be taken to see that when tenders are invited it is clearly stated that no payment would be made for the designs submitted whether the tenders are accepted or rejected.

G.L. No. 53/67-6 dated 14th September, 1937

The Public Works Department furnishes District Judges with lists of contractors of all classes maintained in that department and tenders should be invited even for annual repairs from contractors of classes 'B' and 'C' also in order to provide greater competition.

(ii) Approval and completion

G.L. No. 16/67-13 dated 14th July, 1928

A contractor to whom a work is entrusted is not entitled to full payment till such time as the work is completed satisfactorily and is duly approved. If any defects are noticed, and the District Judge considers it necessary, the Executive Engineer or the District Engineer of the Public Works Department should at once be consulted in the matter and asked to give his expert opinion as to what penalty should be exacted from the contractor and what directions (technical or otherwise) should be given to him to enable him to carry out satisfactorily the work to completion. If an advance is given to a contractor, the balance of the amount should not be paid to him till such time as the work is completed and approved.

District Judges should exercise great care and thought before making payments to contractors.

C.E. No. 27/IXg-10 dated 22nd April, 1964

The District Judges should follow the instructions contained in paragraphs 400-402 of Financial Handbook, Volume VI which require that on completion of an original work, the Executive Engineer of Public Works Division concerned should forward a completion certificate in the prescribed form to the competent authority of the department for which the work was executed, who should sign it in the space provided for the purpose and return it to the Executive Engineer concerned. In case the countersigning authority is not satisfied with the work he should record his remarks over his signature.

C.L. No. 102/Xb-11 dated 6th October, 1951

Whenever any repairs (annual, quadrennial or special), or original work is undertaken, the work should be carried out strictly in accordance with rules contained in Chapter XIII of the Financial Handbook, Volume V, Part I in general and those contained in 307 and 311 paragraphs and paragraph 17 of Appendix XIX of the Handbook in particular.

(iii) Consulting Engineers not to be employed for special repairs works

G.L. No. 31/73 of 1931

Rules in paragraphs 270 (c) to 273 of Financial Handbook, Volume V, Part I, which deal with the procedure relating to special repairs, do not allow any supervision fee or fees for preparation of plans and estimates of special repairs though estimates are of course prepared for the repairs to be carried out. In view of these rules, audit objection is raised when an architect or a firm of contractors is engaged to prepare the estimate for such repairs and is paid the fees laid down in Annexure A on pages 140 and 141 of the rules in the above Financial Handbook. Those fees are intended for an architect or a firm of contractors who is engaged for the preparation of projects and the supervision of work. It is, therefore, evident that Consulting Engineers or Architects should not be employed for special repairs works.

(iv) Examination of works

C.L. No. 49/VIIIc-10 dated 18th May, 1959

The District Judges should arrange to provide the Chief Technical Examiners Cell with such documents and information as may be necessary to perform its duties efficiently. The visiting officers of the Cell should be afforded every assistance in their work and all requests made by them for access to work, drawings, specifications, contracts, measurement books or for any other pertinent documents or information, should be complied forthwith. The instructions issued by the Chief Technical Examiner for submission of necessary returns should be complied with. The Chief Technical Examiner and the Technical Examiners will intimate their programme for inspections of works at site to the District Judge concerned who should arrange to afford them all necessary facilities. In case of surprise visits, the District Judge concerned will be intimated just before the visit to the site.

G.L. No. 29/67-29 dated 15th November, 1928

District Judges are not authorized to call on the Divisional Engineer to inspect a petty work under construction. They may call on him for opinion on matters such as the suitability of the design or the reasonableness of the rates; but it must be on the clear understanding that the taking of such advice does not relieve them of their own responsibility.

[6] PAYMENT FROM BUDGET GRANTS

(i) Irregular payment prohibited

G.L. No. 21/73-5(6) dated 17th August, 1928

The irregularities relating to the following items should not be committed by the subordinate court:

- (a) Irregular payments of advance to contractors in order to avoid lapse of grant at the end of the financial year.

- (b) Works pertaining to special repairs being sanctioned from Judges annual repair allotment in order to utilise that budget allotment to full extent.

G.L. No. 11-73-41 dated 22nd March, 1939 as amended by

C.L. No. 68/U dated 17th November, 1955

In order to facilitate the allotment of funds from the lump sum grant placed at the disposal of the Court for the purpose of improvement of court compounds, District Judges should furnish each year positively by the 1st week of May the following particulars:

- (1) Income derived from the vend of foodstuffs etc., during the year preceding the year to which the estimates relate.
- (2) Details of requirements for their recurring expenditure, during the proposed year for the court compounds at different stations, in the judgeship with explanations for variations, if any, between the proposed amounts and the amounts sanctioned in the previous year.
- (3) Details of requirements for non- recurring expenditure during the proposed year for the court compounds at different stations, in the judgeship with justification for the demands, along with estimates, where necessary.

The need for economy should be borne in mind in submitting requirements to the Court.

C.L. No. 89/U/Budget dated 6th September, 1978

The Government have desired that priority should be given to spend the amount sanctioned for "Improvement of Court Compound" on providing facilities in respect of shades, drinking water and urinals to the litigant public and the rest of the amount may be spent on construction of roads etc. in the civil court compound.

There may be proposals for construction of four-court-room blocks/six court-room blocks/ten-court-room blocks/twelve-court-room blocks in your judgeship and there would be proposal for construction of urinals, tube wells, etc., in the plan for above multi-storeyed buildings.

The position of urinals, etc., may be examined and the proposal for construction of urinals and availability of land, etc., for the purpose, may kindly be submitted to the Court duly supported by scrutinised estimates, keeping in view the various proposals for construction of urinals, etc., included in the plan for construction of multi-storeyed court buildings under construction or to be constructed in the judgeship.

(ii) Payment of compensation

C.L. No. 2763/Admn. B-1 dated 22nd November, 1988

District Judges should ensure strict compliance of the directions contained in G.O. No. 8(9)/88-121-Renewal-13, dated 27.8.1988 regarding payment of compensation for proposed acquisition of land for construction of court building/residences.

[7] LEASE

(i) Allotment of land to Bar Association

C.L. No. 3 dated 27th August/2nd September, 1975

The State Government has decided that land in the civil court compounds can be given to Bar Association for construction of buildings for purposes of Library or for chambers for lawyers. The association will have to pay a nominal rent of Re. 1 per year for the land. No premium will be charged. The lease will be granted by the Judicial Department of the State Government. The requisite proposal will be sent to the Government through the High Court. Such proposal for lease should be accompanied with a site plan showing the existing court and other buildings as well as the site which is proposed to be given to the Bar Association.

You may at first consider if some vacant site in the court compound can be spared in the sense that it will not be used in future for the extension of the court buildings.

You may then contact the Bar Association and elicit if the Association is prepared to make buildings either for its Library or for chambers for lawyers at its own cost. The Association may either spend the money from its own sources or by collecting contribution from its members or other lawyers. If there is lack of space a multi-storeyed building up to three storeys may be thought of.

In this connection it may also be considered whether existing sites occupied by temporary sheds of structures of lawyers can be utilised after their demolition.

The Bar Association will have to maintain the buildings and pay local taxes.

The fee for each chamber will be Re.1/-per year. The lawyers will have no right, title or interest in the chamber except to use it for professional purposes during their life. On their leaving the profession or dying, the chamber will revert to the Bar Association.

If any proposal in this respect fructifies, please send it to this Court with a site plan showing the existing government or non- government buildings and the site proposed to be given to the Bar Association and also a plan of the building which is proposed to be constructed and the time within which the Bar Association is agreeable to complete the constructions. The other usual terms on which the lease of the land will be given to the Bar Association may also be indicated.

It should be the endeavour that the Bar Associations make buildings which, by and large, enable all the practising lawyers in that court to have a seat in the chambers so built.

C.L. No. 87/IXg-36 dated 7th July, 1975

No land should be allotted either to the Bar Association or to individual lawyers without first referring the matter to the Court for its approval. In no case grant of land to individual lawyers be considered. The procedure laid down for such allotments should be strictly followed.

(ii) Execution of lease

C.L. No. 70/IXg-25 dated 27th October, 1950

The occupation of a government building, whether on payment of rent or free of rent, without execution of a formal lease is not in accordance with government orders. Necessary steps should be taken for the execution of a lease by the Bar Association if no lease has been

executed by the Bar Association for their buildings and premises if standing on government land. It should be clearly provided in the lease that the premises and the building of the Bar Association will not be used by the legal practitioner for any purpose other than that connected with their practice in the civil, criminal and revenue courts.

If a Bar Association has executed a lease or a deed of agreement not containing a clause on the lines mentioned above steps should be taken to have such a clause incorporated at the time of the renewal of the lease.

C.L. No. 9/2Y-1977 dated 16th January, 1978

In future, the draft lease deeds in respect of grant to the Bar Association by the Government be executed of land lines of the model draft deed.

DRAFT DEED

This lease made on theday ofone thousand nine hundred and seventy corresponding to Saka Samvat Between the Governor of Uttar Pradesh (hereinafter called 'the Lessor') of the one part and the a society registered under the Societies Registration Act, 1860 (hereinafter called 'the Lessee') through its President of the other part:

Whereas at the request of the Lessee the Government of Uttar Pradesh (hereinafter called 'the State Government') has agreed to grant on lease to the Lessee the land fully described in the Schedule hereto for the purpose and on the terms and conditions hereinafter appearing:

Now this deed executed under the Government Grants Act, 1895 as amended from time to time in its application to Uttar Pradesh witnesses as follows :-

1. In consideration of the rent hereinafter reserved and of the covenants on the part of the Lessee hereinafter contained the Lessor hereby demises unto the Lessee all that land, fully described in the Schedule hereto and for greater clearness delineated or shown on the plan hereto annexed and thereon with its boundaries coloured....to hold the same unto the Lessee for the term of thirty years from the day of paying therefore the annual rent of.....in each year at the office of the or at such other place or places as the State Government may appoint in this behalf.

2. The lessee hereby covenants with the Lessor as follows:-

- (i) That the demised premises shall be used for construction of a library building and as an open lawn and for no other purpose whatsoever.
- (ii) That the Lessee shall pay the annual rent aforesaid on the day and in the manner herein before appointed.
- (iii) That the Lessee shall not sublet, sell, mortgage or otherwise transfer the said land or any part there for the constructions made thereon without first obtaining the consent in writing of the State Government.
- (iv) That the lessee shall pay and discharge all taxes, rates and impositions whatsoever in respect of the demised premises or the building constructed thereon which are

now or hereafter be assessed charged or imposed upon the said premises or the building, erected thereon.

- (v) That in case the land is not required, for the specific purpose for which it is being demised, the Lessee shall surrender the same to the Lessor and this deed shall determine.
- (vi) That the lessee shall at all times maintain the said premises, the buildings constructed thereon and the approaches thereto in good condition and in a state of good repair and to the satisfaction of the Lessor.
- (vii) That the demised land shall be put to use for the aforesaid purpose within.....years from the date of this deed.

Provided always and these presents are executed on this express condition that if and whenever the said rent or any part thereof shall be in arrear and unpaid for the space of one calendar month whether the same shall have been lawfully demanded or not or if there shall be a breach or non-observance of any of the covenants by the Lessee herein contained then and in any such case the Lessor may notwithstanding the waiver of any clause or right of entry re-enter upon the demised premises and expel the Lessee and all occupiers of the same therefrom and this demise shall absolutely determine.

Provided further that if at any time or times the Lessor requires the demised premises for any public purpose (of which matter the State Government shall be the sole judge) the Lessor shall be entitled to determine the Lease after giving three months notice to the Lessee.

Provided also that on the expiry of the term hereby granted and so on from time to time thereafter the Lessor shall on the request and at the cost of the Lessee execute to the Lessee a new Lease of the demise premises by way of renewal for the term of thirty years on the terms and conditions herein contained except that the annual rent shall on each such renewal be enhanced by 50% on the rent payable immediately before such renewal and that such renewed terms of years as shall be granted shall not with the original term of years exceed in the aggregate the period of ninety years.

3. It is hereby further agreed between the parties hereto as follows:-

- (a) That upon expiration or sooner determination of this Lease the Lessee shall whenever give-up possession of the demised premises to the Lessor and shall with all reasonable dispatch and in any case within a period of three months remove there from all buildings, structures and all other material therein and thereon leaving the demised premises in fully prepared and good conditions provided that any buildings, structures and material not removed within the period aforesaid shall become the property of the Lessor without payment of any compensation to the Lessee.

Provided further that if the Lessor is willing to purchase the building on the demised premises the Lessee shall be paid for such buildings such amount as may be determined by the District Engineer of the division concerned.

- (b) That this is a transfer for the purposes of the Government Grants Act, 1895 as amended from time to time in its application to Uttar Pradesh.

- (c) That without prejudice to any other remedy provided by this deed the State Government may recover on the certificate of the Secretary to Government of Uttar Pradesh, Judicial Department, which shall be final, conclusive and binding on the lessee all dues hereunder from the Lessee as arrears of land revenue.
- (d) That every dispute, difference or question touching or arising out of this deed or the subject matter thereof shall be referred to the sole arbitration of...whose decision thereof shall be final and binding on the parties. The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award.
- 4. The expression "the Lessor" and "the Lessee" hereinbefore used shall unless such an interpretation is inconsistent with the context include their respective successors and assignees.

In witness whereof .. for and on behalf of the lessor and for and on behalf of the Lessee have signed this deed on the day and year first above written.

This schedule herein referred to

<u>Signed by:</u> For and on behalf of the Lessor	For and on behalf of the Lessee
1.	1.
2.	2.

(iii) Copies of documents for Registering Officers

C.E. No. 5/VIIIf-89 dated 22nd January, 1962

It encloses, O.M. no. AST-2338/X-215(2)-1961, dated September 18, 1961 of Government in Finance (AST) Department containing instructions that copies required to be sent to the registering officers under section 89 of the Indian Registration Act should be prepared on some white stout paper and should either be printed or cyclostyled or be the first typed copy or should be written in ink and that faint carbon copies on thin paper should in no case be sent to registering officers, was circulated to all the District Judges for compliance.

[8] LICENSES

(i) Vend of food stuff

C.L. No. 28/AA dated 17th March, 1958 and

C.L. No. 163/AA dated 8th November, 1974

In all judgeships the right to vend foodstuff in civil court compound shall be auctioned.

C.L. No. 14 dated 8th February, 1956

It is not obligatory upon a District Judge to accept the highest bid if the person is found undesirable but he may accept a lower bid taking into consideration the suitability of the person so bidding and obtaining the approval of the Court.

In order to obviate the chances of any trouble from the person purchasing the right to vend foodstuff etc., a clause should be incorporated in the notice to intending bidders to the following effect:

“It is open to the District Judge not to accept the highest bid without assigning any reason therefor.”

C.L. No. 31-AA dated 16th March, 1953 read with

C.L. No. 28/AA dated 17th March, 1958

Vendors of foodstuff, etc. in civil court compound should be required to execute a deed of licence for each financial year in the form given below. Necessary changes may be made in the form, if required by the special circumstances existing in a judgship subject to the approval of the Court.

FORM OF DRAFT LEASE OR LICENCE

(Vendor's licence for the sale of refreshment including Milk, Tea, Fruits, Betel, Cigarettes, Sharbat, etc. in the court compound)

I.....son ofresident of..... have been permitted by(*) to sell and/or to collect..... Tehbazari dues in the.. compound, during the period from to.....

2. In consideration of the above permission to sell the above mentioned article, and/or to collect Tehbazari dues in the compound, and also for occupying (**)
I agree to pay a sum of Rs.....in the following manner. (†)

3. I have also deposited a sum of Rs as security for the purpose of this contract and efficient working thereof. The said sum will be refunded to me by the (++) on the expiry of the period of contract or on its termination after deduction of all sums there from as may be due from me provided the licence is not terminated earlier under clause (7) hereafter.

4. I agree to comply with the following conditions:

- (a) I will not sublet the right of vending and/or to collect Tehbazari dues with regard to any or all of the above mentioned commodities to any person in any form or shape or for any consideration and will not allow undesirable persons to assemble or create nuisance at the shop.
- (b) I will not store, expose or offer for sale any commodity other than those detailed above.
- (c) I will sell the commodities for which lease/licence has been granted to me at market rates or at such rates as may be fixed from time to time by the (*)
- (d) The articles exposed or offered for sale shall be wholesome, hygienic and unobjectionable and shall be of the quality to be prescribed by the (*) from time to time.

* Here mention the designation of the government officer authorized to sanction licence or lease.

** Here mention the shop or plot of land allotted giving location, area and boundaries.

+ Here mention the manner of payment i.e. payment either in lump sum or in installments.

++ Here mention the designation of the government officer authorized to sanction licence or lease.

* Here mention the designation of the government officer authorized to sanction licence or lease.

- (e) I will peacefully vacate the premises allotted to me and will remove all my property from the said premises on the expiry of the period of the contract or on its termination for breach of the conditions of the licence/ lease or for any other reason.
- (f) I will exhibit at a prominent place a price list of all commodities which are offered for sale.
- (g) I will keep the place neat and clean and take all necessary precautions so as to protect all articles of food against flies and dust.
- (h) I will abide by the decision of* which will be final and binding on me.

5. I further agree that for breach of any of the conditions mentioned in clause 4 above, or on non-payment of the instalments on due dates the* shall have power to terminate the lease/licence and to re-auction the right to vend and/or to collect Tahbazari dues for the remaining period of the lease/licence and to recover the loss, if any, accruing to the Government from the security and from my movable and immovable properties.

6. The licence/lease can be terminated by the* on giving me one month's notice in writing, and on proportionate reduction of the rent.

7. The articles exposed or offered for sale shall at all times be subject to inspection by the approval of the* or any official duly authorized by him, who shall have the right to reject and prohibit the sale of article considered as unwholesome or objectionable and to order their removal from the premises. If the licensee continues to deal in unwholesome or objectionable articles, the security money shall stand forfeited and the licence terminated without any claim for compensation.

8. The licensee shall be responsible for payment of Municipal taxes, if any, levied by the Municipal Board for the occupation of shed/sheds.

9. In special circumstances, the District Judge reserves the right to terminate, subject to the approval of the High Court, the licence, without assigning any reasons. .

10. It is open to the District Judge not to accept the highest bid without assigning any reason thereto-

Dated Witness : (1)..... Dated..... Witness : (1)	Signature of the Licensee/Lessee (2)..... (Signature of the government officer authorized to sanction licence or lease). (2)
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C.L. No. 38/Budget-1 dated 12th July, 1982

With a view to have healthy and hygienic atmosphere free from garbage and waste material around the stalls, District Judge should select the place/s where shops are to be situated and ensure that there is no haphazard/mushroom growth of eating places.

It should also be ensured that there is no accumulation of waste material, etc. In order to achieve the goal cleanliness should be made a specific condition of the lease and a clause should

be added that in case the shopkeepers do not strictly comply with the instructions/scheme for cleanliness the lease would be subject to termination.

C.L. No. 101/AA dated 17th September, 1952

The contractor should be required to exhibit the rates at which the articles of food are being sold by him at a prominent place and the District Judge should satisfy himself from time to time that the articles of food are not being sold at exorbitant rates and that they are of a fair and reasonable quality and are properly protected against flies and dust.

(ii) District Judge's supervision over vend of foodstuff

C.L. No. 28/AA dated 17th March, 1958

The District Judges should enforce thorough supervision to ensure sale, at reasonable prices of wholesome foodstuff, etc. as is enjoined in clause 4(c) and (d) of the licence from at least two shops, where possible, being put up by the contractors for sale of each kind of foodstuffs and drinks.

C.L. No. 36/s(b)-6-72 dated 14th April, 1972

It should be ensured by the District Judges that only good quality foodstuffs are sold by the venders in the civil court compounds and that the rates charged are not excessive or exorbitant.

(iii) Cycle-stands

C.L. No. 3/Admn.(A) dated 4th January, 1977

The District Judges should follow the following instructions regarding the cycle stand in the judgship:-

1. The cycle stand should be auctioned annually.
2. No officer or member of the staff shall be allowed to put his bicycle anywhere except on stand. Keeping of bicycle by the members of the staff in the verandah which causes congestion in the building should be strictly prohibited.
3. Members of the staff should be asked to make monthly payment which should be deducted from their pay on 1st of every month.
4. The contractor who takes the contract of the cycle stand should be allowed a site and he should improvise the stand himself and start its functioning.

(iv) Photostat machine's shop

C.L. No. 39/Budget-1AA dated 12th July, 1982

The District Judge should take steps to encourage those who are interested in opening of photostat shops in the civil court campus and send concrete proposals alongwith report about availability of land for the purpose and a site plan showing the various buildings, sheds, etc. site earmarked for food vending shops, space for typists, proposed site for photostat shops.

The following terms and conditions of licence may be imposed:-

- a. The licensee will be permitted to raise temporary shed, subject to the approval by the District Judge, for a period not exceeding 2 years.

- b. The proposed shed will be used for installation of photostat machine only. It will not be used for any other purpose except for the purpose for which the licence has been granted.
- c. The licensee will not sublet his shed to any person in any form or shape and will not allow any undesirable persons to assemble or create nuisance at the shed.
- d. The licensee will keep the premises allotted to him neat and clean and take all necessary precautions to ensure that Government property, etc., is not damaged due to his negligence.
- e. The licensee shall be responsible for payment of Municipal taxes, if any levied by the Municipal Board for the occupation of the shed.
- f. The District Judge shall be entitled to terminate the licence for default in payment of monthly instalments of licence fee and non-payment of dues and for breach of terms and conditions of licence or any other conditions. In the event of two defaults in the payment of monthly instalments the licence shall stand revoked.
- g. The District Judge shall be entitled to terminate the licence by giving one month's notice in writing.
- h. The licensee shall vacate the premises allotted to him and remove his property from the said premises on the expiry of the period of contract and on its termination for breach of the licence or any other reason. The cost of removal shall be borne by the licensee.
- i. In the special circumstances the District Judge reserves the right to terminate the licence without assigning any reason subject to the approval of the High Court.
- j. Necessary licence deed may be got executed at an early date and a copy of the deed may please be sent to the Court for record.

The District Judge may propose to the Court any other term or condition which is to be imposed. The amount of licence fee may also be suggested, keeping in view the space to be given, the situation/location, market value, etc.

[9] INCOME FROM COURT COMPOUND

C.L. No. 143/V dated 3rd December, 1975

Information about the annual income from the civil court compound should, besides the Government, be also sent to the Court and the Accountant General.

C.L. No. 31 dated 5th March, 1976

As half of the income from the court compound is to be spent on its improvement with a view to facilitate correct accounting and apportionment, the copies of treasury challans showing deposit of amounts of realization from civil court compounds should be sent to the Court every month duly verified by the Treasury Officer along with the statement in the following proforma:-

RECEIPT FROM CIVIL COURT COMPOUND

Detailed head of income	Number and date of Treasury Challans by which the amounts of income have been deposited into the Treasury	Amount	Remarks
1	2	3	4
*065 - A - Administration of Justice – other receipts. (1) Income from sale proceeds of foodstuff and fees for permitting the shopkeepers to sell sweets, pan, fruits, etc. (2) Income from rent of building (Chambers, etc.)			

C.L. No. 58/Budget dated 15th May, 1980

Statement of income from Court compound should be sent to the Court duly verified by the Treasury.

G.L. No. 64/73-8(34) dated 18th October, 1937

Expenditure on the following items is a legitimate charge on the income from licenses for vend of sweetmeats, etc., in court compound:

- (1) Sinking of a well in a court compound;
- (2) Fitting of pumps in well;
- (3) Construction of boundary wall of a court compound;
- (4) Construction of pardah wall for halwai shop in court compound;
- (5) Construction and repairs of gate at the entrance of a court compound,;
- (6) Construction of channels to irrigate gardens;
- (7) Levelling of ground and maintenance of gardens, etc.;
- (8) Construction of chabutras in court compound;
- (9) Wire-fencing around a court compound or trees in it;
- (10) Iron gratings;
- (11) Filing of pits; and
- (12) Tree guards.

Copies of the Treasury Challans should be sent after verification from the Treasury.’

* Note: - Account Head number has been changed to ‘Main Head “0070” - Administration of Justice, Sub Head 800-other receipts (Please refer to Supplement-2 to G. R. Civil-Vol. I, Published by I.J.T.R., U. P.)]

10. ACCOMMODATIONS FOR D.G.C./EMPLOYEES ASSOCIATIONS

C.L. No. 136/Main S(b)/Budget dated 11th August, 1977

The District Judges should provide accommodation to the D.G.C. (Criminal) for his office in their judgeships. In case there is any difficulty on account of paucity of accommodation, they may send their concrete proposal in the matter to the court.

C.L. No. 49/Ve-60/Admn. (D) Sec. dated 21st September, 1985

The District Judges should consider the feasibility of providing a separate room for office of the U.P. civil court's employees association in case such accommodation is available in their judgeships.

C.L. No. 41/VIC-10/Admn. 'D' dated 29th May, 1986

The District Judges are requested to consider the feasibility of providing the accommodation and furniture to Class-IV employees association in every district at the earliest opportunity.

11. NO PRIVATE USE OF COURT-ROOMS

C.L. No. CV/6/77 dated 6th December, 1977

The court halls (court rooms) are not to be used for holding meetings other than the official functions of the court.