

PART II
THE
SALARY AND ALLOWANCES
OF
LEADERS OF OPPOSITION IN PARLIAMENT
ACT, 1977
AND
RULES MADE THEREUNDER

(As amended upto 18.12.2002)

**THE SALARY AND ALLOWANCES OF LEADERS OF OPPOSITION IN
PARLIAMENT ACT, 1977**

An Act to provide for the salary and allowances of Leaders of Opposition in Parliament.

Be it enacted by Parliament in the Twenty-eighth year of the Republic of India as follows:—

1. Short title and commencement.—(1) This Act may be called the Salary and Allowances of Leaders of Opposition in Parliament Act, 1977.

¹(2) It shall come into force on such date as the Central Government may, by notification in the official Gazette, appoint.

2. Definition.—In this Act, “Leader of the Opposition”, in relation to either House of Parliament, means that member of the Council of States or the House of the People, as the case may be, who is, for the time being, the Leader in that House of the party in opposition to the Government having the greatest numerical strength and recognised as such by the Chairman of the Council of States or the Speaker of the House of the People, as the case may be.

Explanation.—Where there are two or more parties in opposition to the Government, in the Council of States or in the House of the People having the same numerical strength, the Chairman of the Council of States or the Speaker of the House of the People, as the case may be, shall, having regard to the status of the parties, recognise any one of the Leaders of such parties as the Leader of the Opposition for the purposes of this section and such recognition shall be final and conclusive.

¹ Came into force from 1.11.1977 vide G.S.R. 664(E) published in the Gazette of India Extraordinary, Part II, Section 3, Sub-section (i), dated 1.11.1977.

²3. Salary, Daily, Constituency and Sumptuary Allowances.—(1) Each Leader of the Opposition shall, so long as he continues as such Leader, be entitled to receive a salary per mensem and allowances for each day at the same rates as are specified in section 3 of the Salary, Allowances and Pension of Members of Parliament Act, 1954 with respect to Members of Parliament.

(2) Each Leader of the Opposition shall also be entitled to receive a Constituency Allowance at the same rate as is for the time being specified under section 8 of the said Act with respect to Members of Parliament.

(3) There shall be paid to each Leader of the Opposition a sumptuary allowance of one thousand rupees per mensem.

^{2a} Provided that on and from the 17th day of September, 2001, the sumptuary allowances shall be paid to each Leader of the Opposition at the same rate at which the sumptuary allowance is payable, under section 5 of the Salaries and Allowances of Ministers Act, 1952, to every other Minister who is a Member of the Cabinet. (Annexure-I)

4. Residence for Leaders of Opposition.—Each Leader of the Opposition shall, so long as he continues as such Leader and for a period of one month immediately thereafter, be entitled without payment of rent to the use of a furnished residence and no charge shall fall on the Leader of the Opposition personally in respect of the maintenance of such residence.

(2) In the event of the death of a Leader of the Opposition, his family shall be entitled to the use of the furnished residence occupied by him—

- (a) for a period of one month immediately after his death, without payment of rent and no charge shall fall on his family in respect of the maintenance of such residence; and
- (b) for a further period of one month, on payment of rent at such rates as may be prescribed by rules in this behalf by the Central Government and also charges in respect of electricity and water consumed in that residence during such further period.

² Substituted by Act No. 78 of 1985, effective from 26.12.1985.

^{2a} Inserted by Act 29 of 2002, effective from 17.9.2001.

Explanation.—For the purposes of the section, “residence” includes the staff quarters and other buildings appurtenant thereto, and the garden thereof, and “maintenance” in relation to a residence includes the payment of local rates and taxes and the provision of electricity and water.

5. Travelling and daily allowances to Leaders of Opposition.—³(1) Subject to any rules made in this behalf by the Central Government, a Leader of the Opposition shall be entitled to—

- (a) travelling allowances for himself and the members of his family and for transport of his and his family’s effects—
 - (i) in respect of the journey to Delhi from his usual place of residence outside Delhi for assuming office; and
 - (ii) in respect of the journey from Delhi to his usual place of residence outside Delhi for relinquishing office; and
- (b) travelling and daily allowances in respect of tours undertaken by him in the discharge of his duties as Leader of the Opposition, whether by sea, land or air.

⁴[(2) On and from the commencement of the Salaries and Allowances of Officers of Parliament and Leaders of Opposition in Parliament (Second Amendment) Act, 2002, a Leader of the Opposition and his family, whether travelling together or separately, shall be entitled to travelling allowance at the same rates and for the same number of return journeys as admissible to a Minister and his family under sub-section (1A) of Section 6 of the Salaries and Allowances of Ministers Act, 1952.] (Annexure-I)

Explanation.—For the purpose of this sub-section, “return journey” means a journey from one place to another place and the return journey from such other place to the first mentioned place.

6. Medical treatment, etc., to Leaders of Opposition.—Subject to any rules made in this behalf by the Central Government, a Leader of the Opposition and the members of his family shall be entitled free of charge to accommodation in hospitals maintained by the Government and also to medical treatment.

³Renumbered by Act 78 of 1985.

⁴Substituted by Act 56 of 2002, effective from 17.9.2001.

7. Leaders of Opposition not to draw Salary or allowances as Members of Parliament.—No Leader of the Opposition in receipt of a salary or allowances under this Act shall be entitled to receive any sum out of funds provided by Parliament by way of salary and allowances in respect of his membership of either House of Parliament.

8. Amenities to Leaders of Opposition.—(1) Subject to any rules made in this behalf by the Central Government, each Leader of the Opposition shall be entitled to telephone and secretarial facilities.

(2) Subject to any rules made in this behalf by the Central Government, each Leader of the Opposition shall be entitled to a conveyance allowance of ⁵[three thousand rupees] per month.

⁶“Provided that where a Leader of the Opposition is provided with conveyance facility with a driver for the purpose of security or otherwise for any period, he shall not be entitled to the conveyance allowance for that period.”

8A. Advance to Leader of Opposition for purchase of motor car.—There may be paid to a Leader of the Opposition, by way of a repayable advance, such sum of money as may be prescribed by rules made in this behalf by the Central Government for the purchase of a motor car in order that he may be able to discharge conveniently and efficiently the duties of his office.

9. Notification respecting the date on which persons became or ceased to be Leaders of Opposition to be conclusive evidence thereof.—The date on which any person became or ceased to be a Leader of the Opposition shall be published in the Official Gazette, and any such notification shall be conclusive evidence of the fact that he became, or ceased to be, a Leader of the Opposition on that date for all purpose of this Act.

⁷**9A. Exemption from liability to pay income-tax on certain perquisites received by a Leader of the Opposition.**—Notwithstanding anything contained in the Income-tax Act, 1961, the value of rent free furnished residence (including

⁵Substituted by Act 7 of 1991, effective from 1.10.1990.

⁶Inserted by Act 7 of 1991.

⁷Inserted by Act 78 of 1985.

maintenance thereof) provided to a Leader of the Opposition under sub-section (1) of section 4 shall not be included in the computation of his income chargeable under the heading “Salaries” under section 15 of the Income-tax Act 1961.]

10. Power to make rules.—(1) the Central Government may, by notification in the Official Gazette, make rules for carrying out the purpose of this Act.

(2) In particular, and without prejudice to the generality of the foregoing power, such rules may provide for all or any of the following matters, namely:—

- (a) the rates at which rent shall be payable by the family of a deceased Leader of the Opposition to the use of the furnished residence occupied by him under clause (b) of sub-section (2) of section 4;
- (b) the travelling and daily allowances admissible to a Leader to the Opposition under section 5;
- (c) the medical treatment admissible to a Leader of the Opposition and the members of his family under section 6;
- (d) the telephone and secretarial facilities admissible to a Leader of the Opposition and the conditions subject to which he shall be entitled to conveyance allowance under section 8;

⁸“(c) the advance payable to a Leader of the Opposition under Section 8A.”

(3) Every rule made under this Section shall be laid, as soon as may be after it is made, before each House of Parliament, while it is in session, for a total period of thirty days which may be comprised in one session or in two or more successive sessions, and if, before the expiry of the session immediately following the session or the successive sessions aforesaid, both Houses agree in making any modification in the rule or both Houses agree that the rule should not be made, the rule shall thereafter have effect only in such modified form or be of no effect, as the case may be; so, however, that any such modification or annulment shall be without prejudice to the validity or anything previously done under that rule.

⁸*Inserted by Act 70 of 1991.*

11. Amendment of Act 30 of 1954.—In the Salary, Allowances and Pension of Members of Parliament Act, 1954,—

- (i) in clause (b) of section 2,—
 - (a) in sub-clause (i), the word “and” at the end shall be omitted;
 - (b) after sub-clause (i), the following sub-clause shall be inserted, namely:—
- (ii) “a Leader of the Opposition as defined in the Salary and Allowances of Leaders of Opposition in Parliament Act, 1977; and ”;
- (c) the existing sub-clause (ii) shall be re-numbered as sub-clause (iii);
- (ii) in the Explanation to sub-section (1) of section 6, after the words and figures “the Salaries and Allowances of Ministers Act 1952”, the words and figures “a Leader of the Opposition as defined in the Salary and Allowances of Leaders of Opposition in Parliament Act, 1977”, shall be inserted;
- (iii) in sub-section (4) of section 8A—
 - (a) for the words “an Officer of Parliament”, the words “as an Officer of Parliament” shall be substituted; and
 - (b) for the words “or both”, the words and figures “or as Leader of the Opposition as defined in the Salary and Allowances of Leaders of Opposition in Parliament Act, 1977, or has served in all or any two of such capacities” shall be substituted.

12. Amendment of Act 10 of 1959.—In the Parliament (Prevention of Disqualification) Act, 1959, in section 3.—

- (i) after clause (a), the following clause shall be inserted, namely:—
 - “(aa) the office of a Leader of the Opposition in Parliament”;
- (ii) the Explanation at the end shall be numbered as Explanation 1, and after Explanation 1 as so numbered, the following Explanation shall be inserted, namely:—

‘Explanation 2.—In clause (aa), the expression “Leader of the Opposition” shall have the meaning assigned to it in the Salary and Allowances of Leaders of Opposition in Parliament Act, 1977’.

^{8a}**THE LEADERS OF OPPOSITION IN PARLIAMENT
(ALLOWANCES, MEDICAL & OTHER FACILITIES)
RULES, 1977**

G.S.R. 665(E).—In exercise of the powers conferred by section 10 of the Salary and Allowances of Leaders of Opposition in Parliament Act, 1977 (33 of 1977), the Central Government hereby makes the following rules, namely:—

1. Short title.—(1) These rules may be called the Leaders of Opposition in Parliament (Allowances, medical and other Facilities) Rules, 1977.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.—In these rules unless there is anything repugnant to the subject or context—

- (i) “Act” means the Salary and Allowance of Leaders of Opposition in Parliament Act, 1977 (33 of 1977);
- (ii) “actual travelling expenses” means the actual cost of travel of the Leader of the Opposition and his servants and includes the cost of transporting his personal luggage, but does not include the charges for hotels, travellers, bungalows or refreshments or for the carriage of stores or conveyances or for such incidental losses or expenses as the breakage of the crockery, wear and tear of furniture and the employment of additional servants;
- (iii) “family” means, except in relation to rule 16, the wife of the Leader of the Opposition residing with him and the legitimate children and step children residing with and wholly dependent on him.

^{8a} Published in the Gazette of India Extraordinary Part II, Section 3, sub-section (i), dated 1.11.1977.

Explanation 1.—Not more than one wife is included in a family for the purposes of these rules.

Explanation 2.—If the Leader of the Opposition is a married woman, “family” will include her husband residing with and wholly dependent on her;

- (iv) “first class compartment” means a two-berthed or four-berthed first class compartment or an air-conditioned coupe or four-berths in an air-conditioned two-tier sleeper coach;
- (v) “Form” means a form appended to these rules;
- (vi) “travelling allowance” means an allowance granted to the Leader of the Opposition to cover the expenses which he incurs in travelling in the discharge of his duties as such leader as against travelling in personal interest or in the interest of the party to which he may belong or for private purpose, such as journeys for rest or recoupment of health or for attending party meetings or for election campaign.

3. Size of residence.—The Leader of the Opposition shall be allotted a residence of which the standard rent, or if the rents have been pooled, the pooled standard rent calculated in accordance with the provisions of the Fundamental Rule 45-A, does not, as far as possible, exceed Rs. 650 per month.

4. Furniture and electrical appliances.—(1) The value of furniture and electrical appliances provided free of rent in a residence allotted under section 4 of the Act shall not exceed thirty-eight thousand and five hundred rupees.

(2) For every article of furniture or electrical appliances provided in such residences, in excess of the limits specified in sub-rule (1), the Leader of the Opposition shall be liable to pay rent at the same rates as are applicable to Government servants, together with the departmental charges.

5. Rent for residence by family after the death of the Leader of the Opposition.—Where, after the death of the Leader of the opposition his family continues to occupy the residence which had been occupied by him immediately prior to his death, in respect of the period specified in clause (b) of sub-section (2)

of section 4 of the Act, the family shall be charged rent in accordance with the provisions of Fundamental Rule 45-A or, if the rents have been pooled, standard rent under Fundamental Rule 45-A.

6. Rent for period of over-stay.— Where the Leader of the Opposition, on ceasing to be such Leader, occupies a residence beyond the period specified in section 4 of the Act, he shall be liable to pay, for the period of over-stay rent calculated in accordance with the provisions of Fundamental Rule 45-B, together with full departmental charges, or if the rents have been pooled, the pooled standard rent under F.R. 45-A, whichever is higher.

7. Inventory of furniture and fittings.— An inventory of furniture, fittings and electrical appliances provided in a residence allotted to the Leader of the Opposition shall be prepared and verified periodically in accordance with the instructions issued by the Central Government from time to time.

8. Travelling Allowance for assuming and relinquishing office.— (1) In respect of the journeys of the Leader of the Opposition under sub-clauses (i) and (ii) of clause (a) of section 5 of the Act, he shall be entitled to travelling allowance on the scale for the time being admissible to a Central Government servant of the first grade on transfer, subject to the modification that as regards journeys by rail the Leader of the Opposition and members of his family may travel by air-conditioned class of accommodation.

(2) In lieu of drawing travelling allowance under sub-rule (1) the Leader of the Opposition may, at the option, travel by rail on the following terms:—

- (a) any accommodation which he will be entitled to reserve by requisition after assuming office will, if practicable be placed at his disposal;
- (b) the charge for haulage of the reserved accommodation will be paid by the Government; and
- (c) the Leader of the Opposition shall pay to the Government the fare which he would have paid if no accommodation had been reserved and shall, in addition, pay in cash to the Station Master of the station from which the journey commences, the fares for any member of his family

accompanying him, whether they share his reserved accommodation or not. All such fares shall be credited to the Government.

9. Travelling Allowance while on duty.— In respect of tours undertaken by the Leader of the Opposition in the discharge of his duties as such Leader,—

- (a) he may, at his option, reserve a first class compartment by requisition, or travel by taking single berth in a first class compartment;
- (b) he may travel by air in a regular air service and recover in respect of such travel the air fare paid by him (except when fare is paid by the Government direct to the company);
- (c) (i) when travelling by road or steamer, whether in Government transport or otherwise, he may recover his actual travelling expenses appending to his bill a certificate in Form-I.

(ii) when travelling by road in his private car, he may, in lieu of the actual travelling expenses admissible under sub-clause (i), draw at the option, a mileage allowance at the rate of thirty-two paise per kilometer.

10. Conveyance of other persons and servant.— (1) The Leader of the Opposition when travelling in the discharge of his duties as such Leader, is entitled without payment to,—

- (a) take with him in the first class compartment one relative; and
- (b) accommodation for two personal servants.

(2) Any person other than the relative mentioned in sub-rule (1) travelling with the Leader of the Opposition in the first class compartment shall pay the usual fares to the railway by purchase of the first class ticket, or, air-condition class ticket, as the case may be, and in every bill for travelling allowance in respect of a journey performed in such first class compartment, the Leader of the Opposition shall specify the number of persons who travelled with him and shall furnish a certificate in Form-II.

(3) Whenever the Leader of the Opposition undertakes any journey in the discharge of his duties, he may, at his discretion, take with him at the expense of Governemnt either his Private Secretary or a Personal Assistant:

Provided that the Private Secretary or a Personal Assistant of the Leader of the Opposition may be allowed to undertake journey by air, whenever this is considered by the Leader of the Opposition to be absolutely urgent and necessary.

11. Daily allowance.— (1) subject to the provisions of sub-rule (2), the Leader of the Opposition shall be entitled to draw daily allowance in respect of halts made by him at places at the rate ⁹“admissible to a Secretary to the Government of India” provided he does not return to his headquarters within 24 hours from the commencement of tour.

Explanation 1.—Daily allowance admissible under this sub-rule shall be calculated on the basis of the period of halts which shall begin from the time the forward journey ends at the actual place of halt and shall end at the time the return of further journey commences therefrom. Such calculations shall be made as under:—

(1) Halt Upto six hours	Nil
(2) Halt exceeding six hours but not exceeding 12 hours	Half daily allowance
(3) Halt exceeding 12 hours but not exceeding 24 hours	Full daily allowance
(4) Halt exceeding 24 hours	One daily allowance for every 24 hours halt. For a fraction of 24 hours, at the end of halt, daily allowance shall be calculated in accordance with the entries (1), (2) or (3) above, as the case may be.

⁹Substituted by notification No. 14(1)/96-WS dated 14.5.1996 G.S.R 211(E) Published in the Gazette of India Extraordinary, Part-II, Section 3, Sub-section (i), dated 15.5.1996

Explanation 2. —If the Leader of the Opposition halts at more than one station during his tour, each continuous halt shall separately qualify for daily allowance under this sub-rule, provided that, in respect of halts at different stations on the same day, not more than one daily allowance shall be admissible in the aggregate.

(2) For each continuous halt on, tour exceeding ten days, daily allowance will be admissible,—

- (i) at the rate specified in sub-rule (1) for the first ten days;
- (ii) at three-fourths of those rates for the succeeding 20 days;
and
- (iii) at one-half of those rates thereafter.

Note— A halt on tour shall be treated as continuous unless terminated by an absence at a distance exceeding 8 kms. from the halting place for a period covering not less than seven consecutive nights.

12. Allowance when treated as State Guest.—When the Leader of the Opposition is treated as a State Guest during his stay at a place visited by him in the discharge of his duties as such Leader and is provided with free boarding and lodging at the expense of the State, he shall, if he draws daily allowance, limit it to his actual expenses subject to a maximum of the full allowance admissible under these rules.

13. Journey outside India.—(1) Where the Leader of the Opposition performs a journey outside India in the discharge of his duties as such Leader, he shall be entitled to the following travelling and other allowances in respect of such journey, namely:—

- (a) (i) *Travelling Allowance.*—For that part of the journey which the Leader of the Opposition undertakes in India, travelling allowance will be regulated in accordance with rule 9.

- (ii) *Passage.*—For the journey undertaken outside India free return air-*cum*-rail-*cum*-sea passage by the shortest route will be provided by the First Class in air and rail journeys and First Class-C grade passage in journey by sea or by any lower class by which the Leader of the Opposition actually travels, from the last port of emplanement or embarkation in India to the place visited in the foreign country and back. Rail travel will include sleeping berth during nights.
- (iii) *Luggage.*—The Leader of the Opposition can carry with him not exceeding 40 kilograms of luggage including the free allowance allowed by the Air Transport Companies.
- (b) *Daily Allowance.*—(i) Daily allowance as admissible to a grade-I officer of the Central Government will be paid on the basis of nights spent at the place of business in connection with his work in the foreign country in accordance with the rates prescribed by the Ministry of External Affairs, from time to time.
- (ii) Two-third of the daily allowance will also be paid during the period of journey by rail provided the cost of food is not included in the rail fare paid.
- (iii) The Leader of the Opposition will not be entitled to any daily allowance admissible under any other rules, for the period spent outside India.
- (c) *Other Expenses.*—The Leader of the Opposition is entitled to:—
 - (i) free board and lodging expenses at enforced halts *enroute* where the Air Companies do not provide the same subject to the maximum daily allowance admissible at the place of halt;
 - (ii) actual expenses incurred on passport fees and vaccination and inoculation certificates subject to the production of receipts;
 - (iii) incidental expenses such as tips, taxi-hire and cab-fare incurred on duty on production of the necessary vouchers:

Provided that where the receipts or vouchers for actual or incidental expenses incurred are not available the expenditure shall be reimbursible on the basis of the certificate of the Leader of the Opposition that it was actually incurred.

(2) The Leader of the Opposition who claims the actual or incidental expenses under sub-rule (1) (c), shall support his claim by the certificates in Form-III.

14. Travelling expenses for journey of family on the death of a Leader of the Opposition.— On the death of the Leader of Opposition, the members of his family shall be entitled to travelling expenses in respect of the journey from Delhi to their usual place of residence outside Delhi on the same scale as is admissible for the time being to the family of a Central Government servant of the first grade on his death while in service:

Provided that the journey shall be completed by the family of the Leader of the Opposition within six months from his death.

15. Advances.—The Leader of the Opposition shall be entitled to:—

- (a) an advance of travelling allowance in respect of his journey and the journey of the members of his family and cost of transporting his family's effects—
 - (i) from his usual place of residence outside Delhi for assuming office; and
 - (ii) from Delhi to his usual place of residence outside Delhi on relinquishing office; and
- (b) an advance of travelling and daily allowance in respect of tours undertaken by him in the discharge of his duties as such Leader.

16. Medical Attendance and Treatment.—(1) The Leader of the Opposition and members of his family shall be entitled free of charge to medical attendance and treatment on the scale and conditions applicable to members of the All India Services and the members of their families under the All India Services (Medical Attendance) Rules, 1954.

(2) When the Leader of the Opposition proceeds to a country outside India in the discharge of his duties as such Leader, he shall be entitled free of charge to such medical attendance and treatment as may be admissible to the head of the Indian Mission at that place.

Note— “Family” for the purposes of his rule shall have the same meaning as is assigned to it in the relevant Medical Attendance Rules.

17. Telephone facilities.—¹⁰(1) The Leader of the Opposition shall be entitled to the installation and maintenance of a telephone at his office in Parliament House, New Delhi and his residence in New Delhi/Delhi. No charges shall be payable by him in respect of the rental of the telephone or for local trunk calls made by him in the discharge of his duties as the Leader of the Opposition.

- ¹¹(2) (a) Without prejudice to the Provisions of sub-rule (1) the Leader of the Opposition shall be entitled to a telephone connection either at his usual place of residence in his constituency or at a place selected by him, being a place situated within the State which he represents or within the State in which he resides, in his capacity as a Member of Parliament and no charges shall be payable by him in respect of the installation and rental of that telephone.
- (b) The Leader of the Opposition shall not be liable to make any payment in respect of the first ¹²fifty thousand local calls in a year, made from the telephone installed under clause(a) of sub-rule (2).
- (c) The Leader of the Opposition would be allowed to adjust the trunk call bills within the monetary equivalent of ¹²fifty thousand local calls in a year:

Provided that where the telephone is in a flat rate exchange, the Leader of the Opposition would be allowed to adjust the charges for trunk calls made from that telephone to the extent of the value of ¹²twenty five thousand local calls per year.

¹⁰ Renumbered by Notification No. 14(2)/89-WS-G.S.R. 715(E) published in the Gazette of India Extraordinary, Part-II, Section 3, Sub-section (i) dated 17.8.1990, corrigendum G.S.R. 779(E), 17.9.1990.

¹¹ Inserted by G.S.R. 715 (E) *ibid*.

¹² Substituted by G.S.R. 87(E) published in the Gazette of India Extraordinary, Part-II, Section 3, Sub-section (i), dated 23.2.1998 effective from 30.8.1997.

18. Secretarial Assistance.—(1) The Leader of the Opposition shall be entitled to the following secretarial assistance:—

¹³ (a) Parivate Secretary	—1
(b) Additional Parivate Secretaries	—2
(c) Assistant Parivate Secretaries	—2
(d) 1st Personal Assistant	—1
(e) 2nd Personal Assistant	—1
(f) Hindi Steno	—1
(g) Clerk	—1
(h) Jamadar	—1
(i) Peons	—4”

(2) The posts mentioned in sub-rule (1) shall carry the same status and scales of pay as are applicable to corresponding posts on the Personal Staff of a Cabinet Minister under the Central Government.

¹⁴“**18A. Staff Car Driver.**— (1) Where the Leader of the Opposition is provided with staff car for the purposes of security or otherwise for any period he shall also be entitled to a staff car driver for such period.

(2) The post of staff car driver shall carry the same status and scale of pay as is applicable to the corresponding post on the personal staff of a Cabinet Minister under the Central Government.”

¹⁵“**18B. Retention of staff after relinquishing office.**— Upon demission of office by the Leader of the Opposition the persons appointed against posts mentioned in sub-rule (1) of rule 18 and rule 18A may continue to hold their

¹³ “Substituted by G.S.R. 715(E) published in the Gazette of India Extraordinary, Part-II, Section-3, Sub-section (i) dated 17.08.1990,

¹⁴ “Inserted by Notification No. F. 14(2)/89-WS dated 8.5.1991-effective from 1.10.1990. G.S.R. 269(E) published in the Gazette of India Extraordinary, Part-II, Section 3, Sub-section (ii) dated 8.5.1991, corrigendum G.S.R. 346(E) dated 19.7.1991.

¹⁵ Inserted by Notification No. F. 14(1)/91-WS dated 25.10.1991-G.S.R. 656(E) published in the Gazette of India Extraordinary, Part-II, Section 3, Sub-section (i) dated 31.10.1991, corrigendum G.S.R. 719(E) dated 5.12.1991.

posts for a period not exceeding fifteen days. Thereafter, any two out of the above mentioned persons may be allowed to be continued for another 15 days, if required by the outgoing Leader of the Opposition, to wind up his office.”

19. Conveyance Allowance.—The conveyance allowance admissible to the Leader of the Opposition under sub-section (2) of section 8 of the Act shall be paid to him on production of a certificate in Form-IV.

20. Interpretation.—If any question arises as to the interpretation of these rules, it shall be referred to the Central Government for decision.

FORM-I

[Clause (c) (i) of rule 9]

I Certify that I have actually paid the amount of this bill and that it does not include any charge for the freight of any stores or goods, other than my personal luggage, or any charge for refreshments, hotels or travellers bungalows.

FORM-II

[Rule 10 (2)]

CERTIFICATE

1. Certified that no person travelled with me in the Reserved Compartment.
2. Certified that Private Secretary/Personal Assistant travelled with me in the reserved accommodation and that he actually purchased a ticket of the class of accommodation to which he is entitled.
3. Certified that a relative of mine travelled with me in the reserved accommodation, without payment of any fare, as authorised.
4. Certified that..... extra person/s travelled with me in the reserved accommodation and that necessary first class/air-conditioned class tickets were purchased by them.

(Note: Please score out the paragraphs which are not applicable).

FORM-III

(Rule 13)

CERTIFICATE

1. Certified that expenses incurred on passport fees/vaccination and inoculation certificates were in the interest of the work of the Delegation and that rates of taxi-hire etc. are in accordance with the prevailing rates and the expenditure on these items was reasonable.

2. Certified that the expenditure on account of tips included in the bill is not more than what has been actually incurred.

¹⁶FORM-IV

(Rule 19)

CERTIFICATE

Certified that I have incurred an expenditure of not less than Rupees..... on conveyance during the month of in the discharge of my duties as the Leader of the Opposition and also that I was not provided a staff car on account of security reasons or otherwise during the said period.

¹⁶Substituted by G.S.R. 269(E) dated 8.5.1991.

**¹⁷THE LEADERS OF OPPOSITION IN PARLIAMENT
(ADVANCE FOR MOTOR- CAR) RULES, 1991**

G.S.R. 270 (E). — In exercise of the powers conferred by Section 10 read with Section 8A of the Salary and Allowance of Leaders of Opposition in Parliament Act, 1977, the Central Government hereby makes the following Rules to regulate the grant of advance for purchase of motor car to the Leaders of Opposition, namely:—

1. Short title and commencement.—(1) These rules may be called the Leaders of Opposition in Parliament (Advance for Motor Car) Rules, 1991.

(2) They shall come into force from the date of their publication in the Official Gazette.

2. Maximum Amount of Advance.— The maximum amount which may be advanced to a Leader of Opposition in Parliament for the purchase of a motor car shall not exceed rupees ¹⁸[One Lakh] or the actual price of the motor car, which is intended to be purchased, whichever is less.

3. Repayment of Advance.— (1) Recovery of the advance granted under rule 2, together with interest thereon, shall be made from the salary bill of the Leader of Opposition concerned in not more than sixty equal monthly instalments. The Government may, however, permit recovery to be made in a smaller number of instalments if the Leader of Opposition receiving the advance so desires. The deduction shall commence with the first issue of salary after the advance is drawn. Simple interest at the rate fixed by the Government for the purpose of purchase of conveyances by Government servants, shall be charged on the advance.

¹⁷ Notification No. F. 14(2)/89-WS dated 8.5.1991-G.S.R. 270(E) published in the Gazette of India Extraordinary, Part-II, Section 3, Sub-section (ii) dated 8.5.1991. Corrigendum G.S.R. 347(E) dated 19.7.1991.

¹⁸ Substituted by G.S.R. 133(E) published in the Gazette of India Extraordinary, Part-II, Section 3, Sub-section (ii) dated 23.2.1999, Effective from 23.2.1999.

Explanation—(1) The amount of the advance to the recovered monthly shall be fixed in whole rupees except in the case of last instalment when the remaining balance including any fraction of a rupee is to be recovered.

(2) In case a Leader of the Opposition relinquishes office the advance is fully repaid, the outstanding balance together with interest thereon shall be paid to the Government immediately in one lump-sum.

4. Sale of Motor Car.— (1) Except when a Leader of Opposition relinquishes his office, the previous sanction of the Government shall be obtained for the sale by the Leader of Opposition of the motor car purchased which the aid of an advance, if such advance together with the interest accrued thereon has not been fully repaid. If a Leader of Opposition wishes to transfer the motor car and the liability attaching thereto to another Leader of Opposition, he may be permitted to do so under the orders of the Government provided that the purchaser *i.e.*, Leader of the Opposition, records a declaration that he is aware that the motor car transferred to him remains subject to mortgage to the Government and that he is bound by the terms and provisions of the mortgage bond.

(2) In all cases, where a motor car is sold before the advance with interest thereon has been fully repaid, the sale proceeds must be applied, so far as may be necessary, towards the repayment of such outstanding balance:

Provided that when the motor car is sold only in order that another motor-car may be purchased the Government may permit the Leader of Opposition to apply the sale proceeds towards such purchase, subject to the following conditions, namely:—

- (a) the amount outstanding shall not be permitted to exceed the cost of the new car;
- (b) the amount outstanding shall continue to be repaid at the rate previously fixed; and
- (c) the new car shall be mortgaged to the Government and also insured.

5. Period within which negotiations for purchase of Car may be completed.—

A Leader of the Opposition who draws an advance for the purchase of a motor car, shall complete negotiations for the purchase of, and make final payment for the motor car, within one month of the date on which he draws the advance; failing such completion and payment, the full amount of the advance drawn, with interest thereon for one month, shall be refunded to the Government. The period of one month for completion of the deal may, however be relaxed by the Government in individual cases. An advance will not be admissible when a motor car has already been purchased and paid for in full. In a case in which payment has been made in part, the amount of advance will be limited to the balance to be paid as certified by the Leader of Opposition.

6. Execution of Agreement.—At the time of drawing the advance, the Leader of Opposition shall execute an agreement in Form-I and; on completing the purchase, he shall further execute a mortgage bond in Form-II hypothecating the motor car to the Government as a security for the advance. The cost price of the motor car shall be entered in the schedule of specifications attached to the mortgage bond.

7. Certificate to the Accounts Officer.—When an advance is drawn, the sanctioning authority shall furnish to the Accounts Officer a certificate that the agreement in Form-I has been signed by the Leader of Opposition drawing the advance and that it has been found to be in order. The sanctioning authority shall see that the motor car is purchased within one month from the date on which the advance is drawn or such period as may have been specifically allowed in individual cases, by the Government for completion of the deal under Rule 5, and shall submit every mortgage bond promptly to the Accounts Officer for examination before final record.

8. Safe Custody and cancellation of Mortgage Bond.—The mortgage bond shall be kept in the safe custody of the sanctioning authority. When the advance together with the interest thereon has been fully repaid, the bond shall be returned to the Leader of Opposition concerned duly cancelled, after obtaining a certificate from the Accounts Officer as to the complete repayment of the advance and interest.

9. Insurance of Motor-car.—The motor-car purchased from the advance shall be fully insured against loss by fire, theft or accident. The insurance policy shall contain a clause (as in Form-III) by which the insurance company agrees to pay to the Government, instead of the owner, any sums payable in respect of loss or damage to the motor car which is not made good by repair, reinstatement or replacement.

FORM-I

(Rule 6)

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

An agreement made this..... day of..... two thousand and
.....BETWEEN Shri Leader of the Opposition in Parliament (Lok Sabha/Rajya Sabha) hereinafter called the Borrower (which expression shall include his legal representatives and assignee) of the one part and the President of India (hereinafter called the Central Government) of the other part.

Whereas the Borrower has under the Leaders of Opposition in Parliament (Advance for Motor Car) Rules, 1991 applied to the Central Government for a loan of Rs. (Rupees only) for the purchase of a motor car and the Central Government have agreed to lend the said amount to the Borrower on the terms and conditions hereinafter contained.

2. Now it is hereby agreed between the parties hereto that in consideration of the sum of Rs. (RupeesOnly) paid by the Central Government to the Borrower (the receipt of which the Borrower hereby acknowledges), the Borrower hereby agrees with the Central Government—

- (i) to pay the Central Government the said amount with interest calculated according to the said rules by monthly deductions from his salary as provided for by the said rules and hereby authorises the Central Government to make such deductions,
- (ii) within one month from the date of these presents to expend the full amount of the said loan in the purchase of a motor car or if the actual price paid is less than the loan, to repay the difference to the Central Government forthwith, and

(iii) to execute a document hypothecating the said motor car to the Central Government as security for the amount lent to the Borrower, as aforesaid and interest in the Form provided by the said rules.

And it is hereby lastly agreed and declared that if the motor car is not purchased and hypothecated as aforesaid within one month from the date of these presents or if the Borrower within that period becomes insolvent or relinquishes his office or otherwise ceases to be a Leader of the Opposition or dies, the whole amount of the loan and interest accrued thereon shall immediately become due and payable.

In witness whereof the Borrower has hereunto set his hand the day and year first before written.

Signed by the said Shri
in the presence of.....

FORM-II

(Rule 6)

FORM OF MORTGAGE BOND FOR MOTOR VEHICLE ADVANCE

This Indenture made this day of two thousand BETWEEN (hereinafter called “the Borrower”, which expression shall include this heirs, administrators, executors and legal representatives) of the one part and the PRESIDENT OF INDIA (hereinafter called “the President”, which expression shall include his successors and assigns) of the other part.

Whereas the Borrower has applied for and has been granted an advance of Rupees to purchase a Motor Vehicle on the terms of Rule 2 of the Leader of Opposition in Parliament (Advance for Motor Car) Rules, 1991 (hereinafter referred to as “the said Rules”) AND WHEREAS one of the condition upon which the said advance has been/was granted to the Borrower is/was that the Borrower will/would hypothecate the said Motor Vehicle to the President as security for the amount lent to the Borrower AND WHEREAS the Borrower has purchased with or partly with the amount so advanced as aforesaid the Motor Vehicle particulars whereof are set out in the schedule hereunder written:

Now this indenture witnesseth that in pursuance of the said agreement and for the consideration aforesaid the Borrower doth hereby covenant to pay to the President the sum of Rupees (Rs.) aforesaid or the balance thereof remaining unpaid at the date of these presents by equal payment of Rupees (Rs.....) each on the first day of every month and will pay interest on the sum for the time being remaining due the owing, calculated according to the said Rules and the Borrower doth agree that such payments may be recovered by monthly deductions from his salary in the manner provided

by the said Rules, and in further pursuance of the said agreement the Borrower doth hereby assign and transfer upto the President the Motor Vehicle the particulars whereof are set out in the Schedule hereunder written by way of security for the said advance and the interest thereon as required by the said Rules;

And the Borrower doth hereby agree and declare that he has paid in full the purchase price of the said Motor Vehicle and that the same is his absolute property and that he has not pledged and so long as any money remains payable to the President in respect of the said advance, will not sell, pledge or part with the property in or possession of the said Motor Vehicle:

Provided always and it is hereby agreed and declared that if any of the said instalments of principal or interest shall not be paid or recovered in the manner aforesaid within ten days after the same are due or if the Borrower shall die or at any time relinquish his office or otherwise cease to be a Leader of the Opposition or if the Borrower shall sell or pledge or part with the property in or possession of the said Motor Vehicle or become involvement or make any composition or arrangement with his creditors or if any person shall take proceedings in execution of any decree or judgement against the Borrower, the whole of the said principal sum which shall then be remaining due and unpaid together with interest thereon calculated as aforesaid shall forthwith become payable;

And it is hereby agreed and declared that the President may on the happening of any of the events here-in-before mentioned seize and take possession of the said Motor Vehicle and either remain in possession thereof without removing the same or else may remove and sell the said Motor Vehicle either by public auction or private contract and may, out of the sale money retain the balance of the said advance then remaining unpaid and interest due thereon calculated as aforesaid and all costs, charges, expenses and payments properly incurred or made in maintaining, defending or realising his rights thereunder and shall pay over the surplus, if any, the Borrower, his executors, administrators or personal representatives:

Provided further that the aforesaid power of taking possession or selling of the said Motor Vehicle shall not prejudice the right of the President, to sue the Borrower or his personal representatives for the said balance remaining due and

interest or in the case of the Motor Vehicle being sold the amount by which the net sale proceeds fall short of the amount owing;

And the Borrower hereby further agrees that so long as any moneys are remaining due and owing to the President, he, the Borrower will insure and keep insured the said Motor Vehicle against loss or damage by fire, theft, or accident with an Insurance Company to be approved by the Accounts Officer concerned and will produce evidence to the satisfaction of the Accounts Officer that the Motor Insurance Company with whom the said Motor Vehicle is insured have received notice that the President is interested in the Policy;

And the Borrower hereby further agrees that he will not permit or suffer the said Motor Vehicle to be destroyed or injured or to deteriorate in greater degree than it would deteriorate by reasonable wear and tear thereof AND further that in the event of any damage or accident happening to the said Motor Vehicle the Borrower will forthwith have the same repaired and made good.

THE SCHEDULE

- Description of Motor Vehicle
- Maker's Name
- Description
- No. of Cylinders
- Engine Number
- Chassis Number
- Cost Price

In witness whereof the said..... (Borrower's name) and for and on behalf of the President have hereunto set their respective hands the day and year first above written.

Signed by the said in the presence of:

- | | |
|--------------------------|---|
| 1. | |
| 2..... | |
| (Signature of witnesses) | (Signature and designation of the Borrower) |

Signed by (name and designation)

.....

.....

(for and on behalf of the President of India in the presence of)

1.

2.

(Signature of witnesses) (Signature and designation
of the Officer)

Name and designation of the Borrower.....

FORM-III

(Rule 9)

FOR THE CLAUSE TO BE INSERTED IN INSURANCE POLICY

It is hereby declared and agreed that Shri (the owner of the Motor car hereinafter referred to as the insured in the Schedule to this policy) has hypothecated the car to the President of India hereinafter called the "Government", as security for advances for the purchase of Motor car and it is further declared and agreed that the said Government are interested in money and which but for this endorsement would be payable to the said Shri (the insured under this policy) in respect of the loss or damage to the said Motor car (which loss or damage is not made good by repair, reinstatement or replacement) and such moneys shall be paid to the Government as long as they are the mortgagees of the Motor car and their receipt shall be full and final discharge to the company in respect of such loss or damage.

2. Save as by this endorsement expressly agreed, nothing herein shall modify or affect the rights or liabilities of the insured or the company respectively under or in connection with this policy or any term, provision or condition thereof.

[No. F. 14(2)/89-WS]

