

(xxii) Appointment of Mrs. S. Kynjah, as Officer on Special Duty on Contract as a reemploy Pensioner.

(L) Mrs. M.A. Shadap, IAS was holding the post of Registrar of the University. She was on leave on medical Ground w.e.f. 9.11.95 to 26.4.96 and Dr. A. Patton, Controller of Examination was looking after the office of the Registrar during her leave.

Unfortunately, Mrs. Shadap expired on 27.4.96 and Dr. Patton was requested to look after the office till a regular Registrar takes over the charge of the office of Registrar. Dr. Patton vide his letter dt. 25.1.96 (Annexure-'A') expressed his inability to look after both the offices of Controller of Examination and Registrar simultaneously because of pressure of work in Exam. Dept. In the meantime, Mrs. S. Kynjah the Sr. Most Deputy Registrar of the University also retired from the service on superannuation w.e.f. 31.3.96. thus there existed a vacuum in the administration of the University.

To bridge over the situation, the Vice-Chancellor appointed Mrs. S. Kynjah as Officer on Special Duty on contract as a reemployed pensioner w.e.f. the date of her joining i.e. 1.5.96 in the scale of pay of Rs.4500-150-5700-200-7300/- initially for a period of 6(six) month or until further order whichever is earlier.

A Deed of contract proposed to be signed between Mrs. S. Kynjah and the Vice-Chancellor of the University is placed at (Annexure 'B').

In the meantime the V.C. has taken up the matter with the State Govt. with the request to recommend some of the officers so that the University may select and appoint the Registrar on deputation. Also the University has initiated the process for appointment of a regular Registrar.

The action taken by the V.C. is placed to the Council for kind consideration and ratification.

## AGREEMENT

These articles of agreement made on the \_\_\_\_\_ day of \_\_\_\_\_ (One thousand nine hundred and ninety \_\_\_\_\_) between Smti. \_\_\_\_\_ on the first part and the Vice-Chancellor, North Eastern Hill University on the second part.

Where as the North-Eastern Hill University (hereinafter referred to as "The University") has engaged the party of the first part and the party of the first part has agreed to serve the University as Officer On Special Duty on Contract as a re-employed pensioner on the pay scale of Rs.4500-150-5700-700-7300/- on the terms and conditions hereinafter contained initially for a period of 6 (six) months or until further order whichever is earlier.

Now these presents witness and the Parties hereto respectively agreed as follows:

1. The Party of the first part shall work and discharge the duties to the orders of the University and of the Vice-Chancellor under whom he may from time to time be placed by the University and shall remain in the service for three years from the date of joining the University subject to further extension if agreement by both the parties and subject to the provisions herein contained.
2. That the Party of the first part shall devote to his duties and adhere to the rules of University prescribed for the time being for the regulation of the Officers of the University and shall wherever required proceed to any part of India and perform such duties as may be assigned to him.
3. That the service of the Party of the First party may be terminated as follows :-

Contd....

- (i) By the University or Vice-Chancellor having authority without any previous Notice if the party of the First Part violates the prescribed rules and regulations of the University.
- (ii) By one month Notice in writing given at any time during service either by him to the University or ~~by the~~ by the University to him without any cause assigned, provided always that the University may in view of any Notice provided for, give the party of the First part a sum equal to the amount of his pay for the period by which such Notice fall short of one month.
- (iii) The party of the First part be paid a pay of a re-employed pensioner admissible as per GOI order issued from time to time.

4. The party of the First part shall from the date of her appointment be granted a pay of Rs.2610/-p.m.with allowances as admissible as per rule in addition to her pension which she is allowed to draw from NENU. The pay payable to her under these presents shall be paid for such time as he shall served under these agreement and actual perform his duties commencing from the date of joining the University and ceasing on the date of his quitting service or on the day of his discharge there from or on the date of his death if death occurs while in service.

5. The party of the first part shall during his service under these presents be entitled to earned leave as admissible to a Govt. Servant under C.C.S.(Leave) Rules, 1972 and half pay leave/computed leave as admissible to a temporary Govt.servant under the same rules (plus casual leave as admissible under the rules adopted by the University). That the party of the first part shall be granted encashment of earned leave if any at his credit on the date of the cessation of the contract subject to the condition that leave encashment allowed including the pre-

Contd...

vious leave encashment received by him from his previous employer if any, prior to joining the University shall not exceed 240 days. The cash equivalent shall be payable in one lump-sum as a one time settlement.

6. If the party of the first part is required to travel in the interest of the public service, he shall be entitled to entitled to travelling allowances and daily allowances on the scale provided for in the rules of the University for the time being in force and applicable in his case.

7. The party of the first part shall be eligible for any concession in relation to medical attendance and treatment as may be prescribed by the University for the class of Officers serving in the same station to which the University may declare the party of the first part to correspond in status or conditions of service.

8. In any matter in respect of which no provisions has been made in this agreement, the provisions of the University Act, Statutes, Ordinance or any Rules made whereunder and any other Rules made or deemed to be made under the Statutes, Ordinances of the University shall apply to the extent to which they are applicable to the service hereby provided for the decision of the University as to their applicability shall be final.

9. The article of the Agreement is subjected to review or modify if necessary once in a year for either addition or deletion of clause/clauses for the general interest of both the parties.

10. The Party of the first part shall function under the Vice-Chancellor of the University, the party of the second part.

Contd.....

In witness whereof, the party of the first part and the Vice-Chancellor, North Eastern Hill University, on behalf of the ~~Part~~ North Eastern Hill University have hereunto set their hands the day and year the first above written.

OF THE FIRST PART IN  
THE PRESENCE OF:

VICE CHANCELLOR,  
ON BEHALF OF THE UNIVERSITY  
ON THE SECOND PART IN THE  
PRESENCE OF :

- |          |          |
|----------|----------|
| 1. _____ | 1. _____ |
| 2. _____ | 2. _____ |
| 3. _____ | 3. _____ |

.....

Yours faithfully,

(Dr. ...)

Controller of Examinations

3:22 (3)

ANNEXURE -A

Phone:  
Grams: NEHU

North-Eastern Hill University  
Lower Lachumiere, Shillong- 793001 (Meghalaya)

No. CE/PER/95-96-379  
Dated 25th Jan. 1996

To

The Vice-Chancellor,  
NEHU, Shillong.

Sub:-

Release from the post of Registrar.

Sir,

As per your instruction and order, I had been looking after the office of the Registrar in addition to my duties as Controller of Examinations since the regular Registrar has proceeded on leave.

Since the University Examinations are at hand I am of the opinion that I shall not be doing full justice to my duties as Controller of Examinations if I have to continue to look after both the offices.

Prompted by the importance of the proper conduct of the Examinations in the University, I would therefore, request you to release me from the duties of the Registrar w.e.f. 1.2.1996, and as per Section 4(3) of the University Act appoint some other Officer to look after the office of the Registrar.

Yours faithfully,

sd/-

(Dr. A. Patton)  
Controller of Examinations.

////////

(xxi) Release of Dr. V. B. Singh, Reader, Horticulture, SASRD, Nagaland University on lien for a period of two years w.e.f. 5.7.1996.

No: EC: 90: 96: 3: (xxi): The Council approved the action taken in releasing Dr. V. B. Singh, Reader, Horticulture, SASRD on lien for a period of two years with effect from 5.7.96(AN) to enable him to join as Professor at Nagaland University.

(xxii) Appointment of Mrs. S. Rynjah as Officer on Special Duty on contract as a re-employ pensioner.

No: EC: 90: 96: 3: (xxii): The Council ratified the action taken in appointing Mrs. S. Rynjah as Officer on Special Duty on contract basis and desired that the appointment may be made for a period of 12 (Twelve) months with effect from 1.5.96. The Council further RESOLVED that the appointment of a regular Registrar either on deputation or on open selection may be pursued.

(xxiii) Extension of terms of deputation of Non-Teaching Staff with Nagaland University.

No: EC: 90: 96: 3: (xxiii): The Council approved the extension of the term of deputation to the University of Nagaland of the following staff for a further period of three months that is, upto 30.9.96.

- |                             |   |                |
|-----------------------------|---|----------------|
| 1. Shri Sohan Singh         | - | S.P.A. Library |
| 2. Shri Santosh Kumar Verma | - | S.P.A. Library |
| 3. Shri John Joseph         | - | Stenographer   |
| 4. Shri A.K. Chakraborty    | - | L.D.C.         |
| 5. Shri Dipak R. Dhar       | - | L.D.C.         |
| 6. Miss N. Singson          | - | L.D.C.         |
| 7. Shri Gulab Singh         | - | Driver         |
| 8. Shri S. Singson          | - | Peon           |

Contd/.../-