

## NORTH-EASTERN HILL UNIVERSITY

Shillong 793 001

FIFTH MEETING OF THE EXECUTIVE COUNCIL ON DECEMBER 7, 1974  
AT INDIAN INTERNATIONAL CENTRE, NEW DELHI.

AGENDA

1. Apologies for absence Mr P. Sahai, Mr Ravi Nathai
2. Confirmation of the Minutes of the last meeting Re. Courses.  
Home Science
3. Business arising from the last Minutes: 3 yr Hons
- ✓ i) Scheme and Policy for training of promising tribals autonomous colleges.
- ✓ ii) Report prepared by Dr BM Udgaonkar and Dr RV Kamat
- ✓ iii) National Service Scheme
4. Appointments under Statute 21
- i) Dr T. Mathew - Joined
- ii) Dr S.C. Malik - Joined
- iii) Dr V. Venkata Rao - could not join owing to ill-health. Joined in February.
- ✓ 5. Contract appointment - Dr B.S. Kesavan Has joined.
- ✓ 6. Appointment on Deputation - Shri O.D. Shira Bio-data appended
7. Appointments under Statute 20
- i) Philosophy - Two Lecturers ✓
- ii) Education - One Professor ✓  
Two Advisers  
~~Three Readers~~ One Reader.
- iii) Economics - One Reader ✓  
Two Lecturers ✓
- iv) Mathematics - One Professor
- v) History - One Reader  
Two Lecturers
- vi) Pol. Science - Two Lecturers
8. Items from the Examination Section
- ✓ i) Ratification of Provisional Affiliation. Madan Mohan Malaviya U. Delhi.
- ✓ ii) Recognition of degrees of other universities Prof Venkateswara IIT, Kanpur
- ✓ iii) Sale of old question papers Prof C. Mahalingam
- ✓ iv) Recognition of Nagaland Board of School Education
9. Items from the Finance Section
- i) Draft Statutes providing Service Regulations for Teaching and Non-Teaching Staff (Provident Fund etc.)
- ii) Draft Ordinance for Service Regulations for Teaching and Non-Teaching Staff (Leave Rules)

contd.

Dr P. T. Narasimhan, IIT, Kanpur.

Prof J. Annikar, Poona Univ.

Prof. L.K. Ramachandran, Coimbatore.

Dr Shantappa, Director  
C.R.I.

Jnu

Chandray

10. UGC Letter on the question of teachers contesting to the Parliament and State Legislatures

11. Department of Botany -- Lecturer in Taxonomy

*Get on department*

12. Letter from Pu Vaivenga, Education Minister of Mizoram

13. Purchase of Mayurbhanj House - UGC

14. *Procedure for granting House Rent Allowance*

~~14. Any other business~~

15. Membership in the India International Centre, Delhi.

*Men's Hostel :-o:-*

16. ~~Any other business~~

NORTH-EASTERN HILLS UNIVERSITY

Draft Minutes of the First Meeting of the Sub-Committee of the Executive Council of NEHU, to consider

- i) Training Scheme for tribal college teachers prior to appointment in the University, and
- ii) Conditions for appointment of staff.

The first meeting of the Sub-Committee of the Executive Council of NEHU, took place on September 11, 1974, in the office of Professor M.V.Mathur, National Council for Applied Economic Research. The following were present:

- Professor M.V.Mathur
- Professor B.R.Udgaonkar
- Dr Chandran D.S.Devanesen
- Dr U.N.Singh was unable to attend.

(1) The Sub-Committee discussed the question of qualifications to be demanded when appointing new academic staff at NEHU. It was pointed out by Professor Udgaonkar that recently the UGC had made some recommendations in this regard in relation to the new salary scales. Professor Udgaonkar was requested by the Sub-Committee to send an extract of UGC's recommendations relating to this to the Vice-Chancellor. The relevant extract is appended to the minutes.

*This is what we have been following.*

(2) It was agreed that detailed criteria with regard to appointment of staff may be laid down by the Sub-Committee only after it has had a chance to meet the faculty of NEHU. This meeting may be arranged as soon as possible, preferably in conjunction with the next meeting of the NEHU Executive Council, which is expected to be in Shillong in early November. In the meantime, the Vice-Chancellor may inform the lecturers recently appointed, that their confirmation would be subject to the detailed criteria which would be laid down in the near future, taking into account the UGC's recommendations which are yet to be formally received by NEHU.

Awaited

(3) The Sub-Committee considered problems relating to induction of tribals into the teaching staff of the University. The Vice-Chancellor informed the Sub-Committee that while there are not many Ph.D's amongst the tribals, and qualified Ph.D's, wherever available, are being appointed to the staff, one does come across some very bright tribals who have a brilliant academic record upto the Master's degree. Some of them are lecturers in colleges and desirous of getting a lectureship at the University. The Sub-Committee felt that such brilliant tribals could be appointed to lectureship even though they may not have a Ph.D., provided they are willing to undergo an advanced study/research programme leading to M.Phil/Ph.D. The confirmation in such cases may be done only after they fulfill the criteria to be laid down by the University as proposed in Para 2 above. In this connection also, it would be necessary for

*Being implemented.*

→ the Sub-Committee to have a discussion with the Faculty of NEHU regarding the possibility of organizing M.Phil/Ph.D programmes at NEHU, in which college teachers might be able to participate, either before or after joining University departments as staff members.

The Sub-Committee also felt that there should in any case be a substantial faculty development programme for college teachers of NEHU, in particular for tribal teachers. Promising teachers may be given an opportunity to spend an year either in an appropriate department of NEHU or at a suitable centre elsewhere in the country. Some of these, who show enough motivation and aptitude, may later be enabled to complete a Ph.D programme. The Vice-Chancellor informed that Sub-Committee that he has already started such a programme.

The Sub-Committee felt that from the long-term point of view of building up a strong core of faculty for NEHU from amongst the tribals, it would be desirable for NEHU to undertake a systematic programme (possibly in collaboration with the Governments of Meghalaya, Nagaland and Mizoram) of identifying bright fresh M.A's and M.Sc's from amongst the tribals and giving them research fellowships which may be tenable either at an appropriate department of NEHU or at a suitable centre elsewhere in the country. In this way, one could have a fairly large number of young well-qualified tribal Ph.D's available in 5 to 10 years time, not only to provide the backbone of various academic programmes at NEHU, but also to contribute to various other aspects of development of the region.

Date 13.9.1974

Sd/- M.V.Mathur

Sd/- B.N.Udgaonkar

Sd/- Chandran D.S.Devansan

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Extract relating to the UGC's recommendations on qualifications to be prescribed for future recruitment of lecturers in the universities and colleges.

".....With the improved scales of pay of lecturers in the universities and colleges, the following minimum qualifications be prescribed for future recruitment:

Essential: Good academic record with first or high second class (B plus) at the Master's degree.

Desirable: Ph.D., M.Phil or equivalent published work of high standard.

The persons recruited should possess both the essential and desirable qualifications as indicated above. However, if an institution is unable to appoint a person with a desirable qualifications, it should be ensured that he attain these qualifications within five years of his appointment, failing which he would not be able to earn further increments till he has obtained the desirable qualifications....."

} PhD essential qualification  
for a lecturer.



Report on a visit to the Science Colleges in Meghalaya  
(April 29 - May 4, 1974)

1. The North-Eastern Hill University (NEHU) was established in 1973 'for the benefit of the people of the hill areas of the North-Eastern region and to develop the intellectual, academic and cultural background of the said people'. The colleges in this region, which were previously affiliated to the Gauhati University, have now been given provisional affiliation to the new University. These colleges are still following the Gauhati University syllabi in all subjects, and NEHU has started holding examinations on the basis of these syllabi.

Soon after assuming the Vice-Chancellorship of NEHU in August 1973, Dr. Chandran D.S. Devanason visited a large number of colleges affiliated to NEHU, and prepared a Preliminary Report on the colleges. This was considered by the Planning Board and the Executive Council of NEHU at their meetings on November 29 - 30, 1973, and it was agreed that a Survey Commission be set up to study the affiliated colleges and their needs, and to advise on the future development of collegiate education in the area served by NEHU. Since the remoteness of the region made it difficult to get together soon enough a Commission of Experts covering a broad spectrum of disciplines, the Vice-Chancellor invited the undersigned to undertake a survey of the colleges having science sections, principally from the point of view of adequacy of the facilities for education in Physics. We visited all the science colleges in the State of Meghalaya between April 30 and May 4. Though the limited time at our disposal did not allow us to visit colleges outside Meghalaya, it appears to us from our discussions that our observations and suggestions, with some local variations, are likely to apply to science colleges in the other regions served by NEHU. Also, some of the inadequacies noticed by us (e.g. with regard to libraries) and the suggestions made in connection with them, are likely to apply to Arts and Commerce Colleges also.

Dr. R. George Michael, the newly appointed Professor of Life Sciences, joined us during our visits to the colleges at Jowai and Tura.

Apart from visiting the science colleges and meetings with the Principals and science teachers of these colleges, we were also able to have very useful discussions with the Vice-Chancellor, NEHU, and with the educational authorities of the Government of Meghalaya: the Chief Minister and Minister of State for Education, the Secretary for Education and the Director of Public Instruction. We appreciate the friendly co-operation of all these people and the college principals and staff, during this visit.

## 2. General Observations

### 2.1. Isolation and Communication Gap

Colleges in this region experience certain special difficulties arising from the remoteness of the region and the consequent lack of adequate communications with the rest of the country, and in some cases even among themselves, due to the difficult terrain. Though the problems of isolation and communication gap exist elsewhere in the country also, especially in rural areas far away from the urban centres, they appear to be quite acute here. Further, no serious effort seems to have been made to get over these difficulties, either by local initiative and mutual help or through the intervention of an outside agency. We noticed a widespread sense of isolation and helplessness, and were surprised to observe the extent of ignorance regarding a college development scheme like COSIP, which was introduced by the UGC about three years ago. We also noted that very few, if any, seemed to have understood the concept of autonomy for colleges, or to have given consideration to it in relation to their own colleges.

It would be desirable for the UGC to take note of this problem, and to try to evolve better channels of communication with such colleges.

The communication and information gap also manifested itself in the quality and number of books on the library shelves (see below). There also appeared to be a similar lack of information, in a few colleges, with regard to laboratory equipment.

## 2.2. Physical Facilities

As both of us are physicists (Dr. Michael joined us only later during the visits to Jowai and Turu colleges), we looked primarily for the physical facilities of the Physics Departments, though we also visited the Chemistry and Biology Sections also, in most colleges.

### (i) Laboratories:

Laboratory facilities seemed to be adequate for the prescribed laboratory courses. We have, however, a few suggestions for improvement.

PSSC experiments, exactly as they stand, have been introduced at P.U. level, following the Gauhati University syllabus. Dynam kits, as laboratory equipment, seemed to be widely used. However, for many simple PSSC experiments, emphasis could have been laid on building the apparatus (e.g. straw balance, or the equipment for studying the refraction of a particle etc.), instead of merely using the readymade kits which are always more expensive. We were surprised that, though PSSC experiments were being carried out with the help of Dynam kits, some teachers were not aware of the existence of the PSSC text and the Laboratory Manual, which have been brought out by the NCERT. Reference to these would have saved these teachers from some misconceptions about some of the experiments, as also frustrations.

For some experiments like mirrors and lenses, elaborate bench arrangements are sometimes in use, instead of simple ones that could be rigged up in the college itself, if the services of a carpenter and a few simple workshop tools were made available to the Physics Department (and other departments as well).

Due to the remoteness of the region, there seemed to be a problem regarding the timely availability of simple instruments and apparatus, and of servicing facilities. If apparatus of simple design, designed and constructed in the college itself were used, this could minimise the problems of availability and break-downs.

The University workshop, when established, should be able to help the colleges in fabrication and maintenance of apparatus. In fact, it should be planned in such a way that it caters to the immediate simple needs of the colleges affiliated to NEHU.

(ii) Library:

The weakest link in the whole college educational set up in this region appears to be the poor library facility in the colleges. Almost all the libraries, even in the better known colleges of Shillong, were found to be inadequate in many respects:

(a) The number of (Physics) books on the library shelves was small. Many of them were outdated and of dubious value. One mainly was locally written books. Many internationally known books, even by some Indian authors, were not to be seen. In fact, from our discussions we found that some of them were not as well-known as they should have been. The booklists in Chemistry and Physics, prepared by NCSE, also seemed to be unknown. There were hardly any scientific journals to be seen in the library; and even educational journals brought out by the NCSE - namely the Journal of Physics Education and the Indian Journal of Chemical Education - were also unknown to most people.

The library must have a better coverage of books, both textbooks and books for reference and collateral reading.

(b) The books were often placed in a haphazard fashion, in locked cupboards. This could be ascribed to the fact that in several colleges the libraries were managed by untrained librarians, with no assistants. We were surprised to find that even a college, with a standing of several years, did not have a qualified librarian on its staff.

The University must ensure that every college has a trained librarian on its staff.

(c) The reading room facilities of the college libraries, barring a couple of exceptions, were uniformly poor. Inadequate natural daylight, poor lighting arrangements, poor ventilation, uncomfortable furniture, and sometimes dingy surroundings, conspired to make the reading rooms inhospitable.

(d) The reading rooms in most college libraries had newspapers and popular magazines.

Barring a few serious magazines and journals, such material should be shifted to some other more suitable place, such as the Students' Common Rooms, the management of this part of the library being left to the students themselves.

### 2.3. The Difficulty of the Hill People vis-a-vis Mathematics

A problem that attracted the Committee's attention was that very few tribal students took to science. Not only was their enrolment in science courses poor, but we were informed that even amongst those who enrolled for P.U.C. in science, the incidence of drop-cuts to arts courses and elsewhere was quite large.

The number of tribals teaching science in the colleges was also correspondingly very small. The Committee was, however, happy to be able to meet some bright young science teachers who hailed from the hill areas, and to discuss with them the special problems faced by the hills people when studying science and especially mathematics. The Committee also discussed this problem extensively at each college they visited, with principals and teachers, individually and collectively, and with the educational authorities.

The fact that few tribal students took up science course was generally attributed to their poor background in mathematics, and the college teachers and principals traced this to the poor basic mathematical foundation they acquired at the primary and secondary school levels. This in turn was traced to

- (a) non-availability of good teachers, especially at the primary level where the local language is the medium of instruction
- (b) inadequacy of good text-books, with examples chosen from the child's natural environment
- (c) problems related to the transition from Khasi/Jaintia/Garo to English as medium of instruction at Class VI.

There was also a reference to the possible lack of aptitude of ability for mathematics and science among the tribals.

We do not agree with the argument, sometimes presented, that the tribals inherently do not have an aptitude for or ability in mathematics, and feel that the reasons for the present situation are to be sought elsewhere.

The problem of mathematics training of the tribals at the school level is indeed a very serious problem and has to be tackled carefully and systematically, through collaborative efforts on the part of NEHU, the colleges and the school system, with help from Government wherever necessary. Unless this is done, the NEHU would not be able to serve the aspirations of the region, for progress in science, technology and education, and concomittant development.

We were surprised that, though college teachers and principals, tended to put the blame for the situation on the mathematics teaching at school level, even colleges which had schools attached to them, run by the same agency, did not seem to have made efforts to understand the problem and take corrective steps.

The Committee has given a considerable thought to this problem, and to the views expressed by the large number of people it met. It feels that this problem can be and must be attacked as a matter of great urgency. Some suggestions in this regard are given in section 3.

#### 2.4. Poor use of the Library and a Possible Language Problem

We noticed that, inspite of the fact that our visit took place during the examination season, when elsewhere the reading rooms are usually full, we did not see a single student in any

of the college libraries we visited (and we visited the libraries of all the science colleges in Meghalaya). In some of the colleges, the libraries together with their reading rooms were opened, only after we expressed a desire to see them. In some others, they were being used for purposes other than those for which the library is meant.

The poor use of the library by the students could be due to a variety of causes:

- (i) lack of good books to attract the students;
- (ii) lack of adequate facilities to take out the books from the locked cupboards;
- (iii) absence of a qualified librarian who would take an active interest in seeing that the library gets well equipped and is optimally utilized by students and staff;
- (iv) lack of awareness among the teaching staff about the existence of several good books;
- (v) lack of co-ordination between the teaching departments and the library;
- (vi) strict adherence by the staff to the prescribed syllabus through notes etc., and absence of any reference to collateral reading material, i.e. a lack of interest shown by the college authorities in the library as an important component of the teaching-learning process;
- (vii) inadequate physical facilities in the library (see above)

We raised this question at the joint meeting with the teachers and principals, held on May 1, 1974. Some of the teachers and principals tried to explain away the non-use of the library, and the reluctance of teachers to give collateral reading references to students, as being due to a weakness of the students in English. Others maintained that this was not the case, since English was a medium of instruction at the high-school stage in most schools (all high schools, in the case of tribals). It was clear that the college authorities could give some more serious thought to this question.

We noticed, for example, when we tried to converse with a couple of students in Jowai in English, that they had a difficulty.

The question of a possible language barrier needs a more detailed investigation, and can have a bearing on the difficulty experienced by hill students vis-a-vis mathematics and science. Here language has to be considered in a larger context - not just Khasi, Garo or English, not merely in terms of reading or writing abilities, but also from the point of correlating the contents of science and mathematics teaching (including text-books) to the natural experiences of the student. In the absence of such a correlation, science and mathematics can become a foreign language or a jargon, which has to be learnt by rote and reproduced in a certain fashion at the examination, without becoming a part of the intellectual make-up of the student. Correspondingly, science and mathematics would appear more difficult to the student than need be.

The Vice-Chancellor mentioned to us some of the steps he had taken at Madras Christian College to overcome the language problem of some of the students joining the college. Similar steps could be taken for students joining NEHU colleges, though, like in other matters, here too the initiative may have to be taken by the University.

### 2.5 Constraints of Syllabus and Possibilities of Innovation

All colleges affiliated to NEHU are, for the present, following the syllabuses of Gauhati University. We looked at the physics syllabus, and found that both the syllabus and the books used were out-dated, even at the honours level. Reluctance of the teachers to introduce additional material, or to make a reference to good textbooks of other books besides the usual text-books, or to use new teaching techniques, was traced to the constraints imposed by the necessity to adhere closely to the prescribed syllabus, and the rigidity of the examination system. While we appreciate these difficulties, we were sorry to notice a feeling of helplessness before the system, almost everywhere.



We feel that unlike established universities, which are often weighed down by tradition, a new University like NEHU has a chance to introduce new curricula and innovative techniques like self-study, programmed learning, seminars, open-ended experiments, use of audio-visual techniques etc., even in the college system at the undergraduate level. We were impressed with the interest and enthusiasm often shown by the several young teachers whom we met in the colleges, and hope that the University will be able to provide them with a leadership in this matter, once its School of Physical Sciences starts functioning. It should be one of the recognised functions of this School to provide this leadership, in addition to its normally recognized functions of building up a post-graduate teaching and research programme.

## 2. Suggestions and Recommendations

It appears to us that NEHU will have to depart from the usual pattern in the country, in which universities tend to confine their activities mainly to the development of post-graduate education in their own departments, exercising merely a regulatory role vis-a-vis the undergraduate colleges. NEHU will have to take a much greater interest, right from the beginning, in the development of its colleges. This is necessary, not only because of the sense of isolation from which the colleges suffer, but also because of the special problems of the tribals, relating to mathematics and language, the solution of which will demand a co-operation between the school and college systems and correspondingly a leadership role from the University. We were happy to note the keenness of the Vice-Chancellor to see that NEHU play its role in putting undergraduate education on a sound footing, and welcome his proposal to set up a Unit for the Planning and Development of Colleges.

The situation calls for a concerted action by the NEHU, the educational authorities in the State and the college and school authorities, and above all the teaching community at all levels.

### 3.1. A Unit for Planning and Development of Colleges.

The general idea to establish such a unit, which the University now has, is welcome. However, we feel that a careful thought should be given to the structure and functioning of this unit.

We envisage that the unit should play a dynamic role, not only in identifying problems and needs of individual colleges and helping them with advice, but also in identifying talented and well-motivated teachers in the colleges and encouraging them to take advantage of the facilities in the departments of NEHU and/or other centres in the country, and thus co-ordinating a meaningful faculty-development programme for teachers in the colleges. These tasks could be carried out more effectively if the College Development Unit is not a mere administrative unit attached to the University office, but consists of a compact Committee on Collegiate Education of the University, with members drawn from the faculty of various University departments, and chaired by one of them, and serviced by an Administrative Officer.

In this way, the responsibility for college development will be explicitly assigned to the academics in the University departments, where it should rightfully belong.

In order that the University may be able to carry out this responsibility effectively, it must participate in the recruitment of fresh academic staff in the colleges, through a representative of the department concerned: the faculty development programme mentioned above has to be accompanied by a system of careful selection of new staff.

### 3.2. Removal of Sense of Isolation and Communication Gap

(a) The Unit for Planning and Development of Colleges should help remove the sense of isolation and communication gap which exists at present. The Unit's task will be helped considerably if the science teachers organize themselves into professional associations whose functions are purely academic and which have periodic meetings to discuss developments in their respective subjects, relevance of syllabi or new methods of teaching and evaluation.

It will be thus useful for the physics teachers (including those in the University, when the University starts its Department of Physics) to form a NEHU Physics Teachers Association. Such organisations exist elsewhere (e.g. Bombay University Physics Teachers' Association) (or Bombay Mathematics Colloquium) and have been playing a useful role in bringing together the interested physics and mathematics teachers in Bombay, and thus creating and maintaining a climate for change.

Expenses for such activities should be met out of teacher contributions, with NEHU and / or Government providing marginal assistance.

The Physics Teachers of NEHU could also establish a liaison with the Indian Physics Association by starting a local chapter.

The Meghalaya Science Association, which already exists, could also help.

(b) Another method of breaking isolation is to encourage teachers to avail themselves of various teacher fellowship programme of UGC. It will also be useful for colleges to establish bilateral exchange programmes with other colleges in the country. In the beginning this may be done <sup>with</sup> colleges like Madras Christian College, Madras, St. Xavier's College, Bombay, Ahmednagar College, Ahmednagar, in view of personal contacts which already exist. These are COSIP colleges and it will be useful for NEHU college teachers to know at first hand what programmes have been or are being attempted in these colleges under COSIP and COHSIP.

(c) The colleges may try to ensure (with help of NEHU if necessary) that they get information regarding various schemes of UGC. They should also get on the mailing lists of Indian Journal of Chemical Education (NCSE), Journal of Physics Education (NCSE), COSTP News and Views etc.

### 3.3 Syllabi, Physical Facilities and related questions

(a) The present laboratory facilities look adequate from the point of view of current syllabus, which however is outdated. As soon as the new department of NEHU starts functioning, the University teachers, in collaboration with the college teachers, should embark on a programme of modernizing the syllabi, and concurrently the teaching and evaluation methods. This is an urgent need at all.

levels, starting with P.U.C. Introduction of new course programmes should be accompanied by vacation refresher courses for the college teachers. The summer courses should also deal with new teaching and examination and evaluation methods.

With regard to material on examinations and assessment, the colleges may study the recent UGC brochure on examination reform, and contact may also be established with Dr. J. Edwin Harper, Jr. Ewing Christian College, Allahabad, U.P.

New syllabi will of course imply a concomitant improvement of laboratory facilities, with regard to which the University Departments will have to give guidance.

As mentioned earlier, the University workshops, carpentry shops, glass-blowing shops etc., when established, should be made available to the NEHU colleges, as a central facility, (a) for servicing of equipment (b) for fabrication of laboratory equipment according to designs supplied by college teachers (c) for giving short-term training as laboratory technicians to laboratory staff in colleges. This will help very considerably in the continuous development of laboratory facilities in colleges.

Each science college must have a provision for at least simple workshop tools, and the honours colleges at least should aim at establishing a small workshop of their own.

(b) Library

i) Every college must have a trained librarian and at least one assistant. If there is a dearth of trained librarians in the area, the NEHU librarian, as soon as he is appointed, may initiate training programme for librarians in the colleges affiliated to the NEHU - e.g. through short-term certificate courses for librarians already in service. There may be extended evening courses for librarians within Shillong, and concentrated full-time courses for librarians outside Shillong area.

ii) Since a librarian is not expected to be an expert in various subjects taught in the college, there has to be a better collaboration between the teaching staff in the college and the librarian in ordering the right kind of books, in cataloging them and in placing them in the proper order.

iii) The reading room facilities have to be considerably improved, as mentioned in Section 2.2(ii).

iv) There has to be an adequate stock of books in the library. A list of books in Physics, which could be considered a minimum requirement for any undergraduate college library, will be sent separately to the Vice-Chancellor.

v) The library must become an integral part of the teaching-learning process. This can happen only if the teachers give frequent references to good books and journal articles available in the library, and/or make self-study with some guidelines, an integral part of the curriculum.

### 3.4. The Problem of Mathematics

As mentioned earlier, the Committee feels that this problem has to be tackled with a sense of urgency, through collaborative efforts on the part of NEHU, the colleges and the school system, with help from the Government wherever necessary. Our specific proposals, based on experience of some of our colleagues in Bombay and also elsewhere in rural areas in related circumstances, involve the creation of school-college(University) complexes working along the following lines:

a) A college, which has one or two motivated mathematics- physics-chemistry teachers, preferably tribals, could "adopt" a few schools in the neighbourhood. It may begin by organizing a meeting/workshop between these college teachers and the teachers in these schools to discuss teaching methods and work out new teaching material and graded problems based on the local situation. A beginning could be made at any level in the primary or secondary school according to the needs. The teaching material so generated should be tried out on the children in the school and the response assessed. Further, periodical meetings between the school and college teachers involved should be used to discuss the response of the children and prepare in that light, the next set of lessons and problems. This programme could go on continuously throughout the year, as far as colleges and schools in Shillong are concerned. Also, this programme could be started for more than one class simultaneously.

b) The University/Government should organise refresher courses in mathematics for the professional growth of the school teachers, in the vacations or spread throughout the year, as a collateral activity. These courses should have relevance to the school curriculum that the teachers are required to teach. These refresher course should be suitably integrated with programme mentioned under (a).

c) Some variations on this programme will be needed for the schools in rural areas. To help in the improvement of this sector, the college should give paid leave of, say, 2 months to a teacher who goes to a rural centre where he could assemble teachers from a few schools in the surrounding areas and carry on what is described in (a) on an accelerated basis. After his term (and leave) is over, another could take his place. (This may imply the Government sanctioning an extra post of a teacher in the college participating in the programme). Rural teachers could also participate in the vacation refresher courses mentioned in (b). A subsidy from the Government or NCERT etc. will be needed for this purpose.

d) The University Mathematics Department, as soon as it comes into existence, should play a positive role in this programme.

e) The programme can be extended to other subjects also, though the most urgent need is in mathematics.

Another measure worth adopting by every college for the present is to offer a preparatory or remedial mathematics course, in the vacation just before the college opens for the new academic year, for those students (particularly tribals) who wish to enroll in that college for science and feel that they are weak in mathematics. A small fee may be charged to pay the teachers giving the course.

For this programme to succeed (i) one would need a few highly motivated college teachers who are prepared to do this type of work, and who would scrupulously avoid any attitude of superiority when working with the school teachers; (ii) some sympathy and financial assistance from NEHU, the State Government and the funding agencies like UGC, NCERT etc.

It has also to be emphasized that a programme like the one mentioned above will depend for its success on collaboration between the Education Department of the Government, the University, the colleges and schools; and therefore demands a mechanism of financial support which transcends the usual boundaries between higher education, secondary education and primary education. It will therefore call for some serious organization and planning.

For particulars about a similar experiment in science teaching in poor municipal schools of Bombay, contact should be established with Dr. V. G. Kulkarni, Homi Bhabha Centre for Science Education, Tata Institute of Fundamental Research, Colaba, Bombay 400005. For a rural experiment, contact may be established with Dr. Anil Sadgopal, Kishore Bharati, Bankhedi, Dist. Hoshangabad, M.P.

### 3.5. The Problem of English Background

This has been discussed in section 2. Granting that the problem of inadequate English background of the college students is real, in order to make the task of reading books written in English relatively easier, the teachers may provide study guides for the students on the pattern indicated as an example in the annexure to this report. If such material is carefully prepared, it will also help instil the habit of self-study among the students.

### 3.6. COSIP-COHSIP:

If a college wishes to introduce innovative teaching methods and feels that they need funds for the same, they should make suitable proposals based on imaginative programmes to the U & C, with a request to include it as a COSIP/COHSIP college. It must be remembered that all the financial assistance of UGC in the present plan period is going to be programme-based.

### 3.7. Autonomy for colleges.

The University should encourage as many colleges as possible to develop into autonomous colleges.

We understand that the Meghalaya Government intends investing considerable amounts of money for the development of the Government colleges at Turu and Jowai, and that there are plans for building fine campuses. We would like to suggest very strongly that instead of spending large amounts merely on campus development, the Government may use the amounts available for upgrading the colleges academically, by appointment of well-qualified staff, arrangement of programmes of faculty development for the existing staff wherever necessary, improvement of the libraries and laboratories, so that these colleges become autonomous and serve their respective regions effectively. The colleges could also be enabled to become nuclei of school-college complexes discussed earlier and thus make a real contribution to the educational development of the Jaintia and Garo regions.

### 3.8. Post-graduate-Instruction in Colleges

The Committee strongly recommends that post-graduate instruction, which has to go hand in hand with research, must be done only in the University Departments and that the colleges should not be allowed to take post-graduate students.

### 4. Concluding Remarks

We are aware that most of the problems we have noticed and discussed are shared by other colleges and universities in the country. However, we feel that a new University like NEHU, which is not yet tied down by traditions, has a chance of introducing a variety of innovations especially in the pattern of its functioning vis-a-vis the college system and thus showing a new path to some of the older affiliating universities.

Sd/-B.M. Usgaonkar

September 6, 1974.

Sd/-R.V. Kamat

ANNEXURE-I

Programme of visits to Science Colleges of Meghalaya

- April 29 - Arrival in Shillong and discussions with Vice-Chancellor, Dr.Chandran Devanesen.
- April 30 - Visit to St.Mary's College  
Lady-Keane College  
St.Edmund's College.
- May 1 - Visit to St.Anthony's College  
Shillong College.  
Evening Meeting with Principals and Science Teachers.  
Dinner Meeting with Sri J.M.Jalla,I.A.S.,Secretary for Education,Government of Meghalaya.
- May 2 - Visit to Sankar Dev College.  
Meeting with Capt.Williamson Sangma,Chief Minister  
Sri D.D.Pugh,Minister of State for Education.  
Sri J.M.Jalla,IAS.,Education Secretary.
- May 3 - Visit to Jowai Government College.  
Dinner Meeting with Sri U.Sarna,Director of Public Instruction.
- May 4 - Visit to Tura Government College.
- May 5 evening Return to Gauhati from Tura.
- May 6 morning Departure for Calcutta.



## NORTH-EASTERN HILL UNIVERSITY

Shillong 793 001

NATIONAL SERVICE SCHEME

The University has since received grants for holding special camps under the programme "Youth Against Dirt and Disease" for the States of Meghalaya, Nagaland and the Union Territory of Mizoram. The grants are as follows:

Meghalaya:	Rs. 21,429
Nagaland:	Rs. 21,429
Mizoram:	Rs. 5,250

It has been proposed by the Government of India that the University may hold special camps for at least 214 campers each in the States of Meghalaya and Nagaland under the "Youth Against Dirt and Disease" programme 1974-75. For Mizoram the total number of campers proposed is ninety. The duration of camps in each case should be of 15 days.

The camping programme for the NEHU was divided into two parts. The camps in Nagaland were to be organized by the OSD, NEHU, Nagaland Campus, Kohima in consultation with the Government of Nagaland. For this a Committee was formed consisting of 9 members including Shri O. Kathipri, Secretary, Education, Nagaland. A programme was chalked out by the Committee for holding the camps consisting of 26 students and 3 to 4 teachers/advisers to be located at: one at Viswara Village, Kohima and the other at Khensa Village, Mokokchung. We have since received information that a camp was held at Khensa Village, Mokokchung from 21-10-74 to 26-10-74. The report of the camp is awaited.

For Meghalaya, the Vice-Chancellor formed an ad-hoc Committee including all Principals of Shillong colleges, Shri J.M. Phira, Secretary to the Government of Meghalaya, Education Department, Shri V.S. Jafa, Joint Secretary of Education and Shri I.K. Sangma, Deputy Director, Social Welfare, Meghalaya, Shillong.

In a meeting it has been decided to hold six camps in Meghalaya each consisting of 25-30 students during the winter holidays.

Subsequently schemes were invited from all colleges in Meghalaya for holding the camps. The University has since received six proposals for holding the camp from the following colleges:

1. Mendipathar College, Garo Hills
2. Jowai Govt College, Jaintia Hills
3. Tura Govt College, Tura, Garo Hills
4. Shillong College, Shillong
5. St. Mary's College, Shillong
6. St. Anthony's College, Shillong

contd.

The proposals are being considered at present by a Sub-Committee appointed for the purpose.

National Service Scheme Grant of Rs.8,000/- for Orientation Training Course of teachers and student leaders.

The University has also received a central grant of Rs.8,000/- for conducting a ten day Orientation Training Course for College Teachers and Student Leaders. The programme for the Training Course is being worked out at present.

November 30, 1974

S.N. Meitra  
Assistant Registrar

Bio-data of Shri O. D. Shira.

- 1) Name :- ORPHEUS D. SHIRA
- 2) Father's name :- Late B. K. Sangma
- 3) Date of birth :- 1st June, 1934.
- 4) Community :- GARO (Scheduled Tribe, Hills).
- 5) Educational Qualification.
  - (a) Passed M.A. in Political Science (2nd Class) in 1968 from Gauhati University as a private candidate.
  - (b) Passed LL.B. (2nd Class) in 1971 from Shillong Law College.
  - (c) Passed B.T. (2nd Class) in 1971 from Post-Graduate Training College, Shillong.
  - (d) Passed B.A. in 1962 from St. Anthony's College, Shillong.
- 6) Professional Examinations Passed.
  - (a) Stood first in 80 w.p.m. Speed Test in Shorthand conducted by Assam Public Service Commission in 1962.
  - (b) Passed 120 w.p.m. Speed Test in Shorthand conducted by Assam Public Service Commission in 1963.
  - (c) Passed 180 w.p.m. Speed Test in Shorthand conducted by Assam Public Service Commission in 1964 occupying second position.
- 7) Government Service.
  - (a) Entered Government Service in 1957 as a Stenographer. Worked in various Departments in the Secretariat (Civil), Government of Assam.
  - (b) Held Class I (Gazetted) post in 1964. Worked as Secretary, State Vigilance Commission, Assam from 1964 and organised the newly established Commission's office. Served till April, 1970.
  - (c) In May, 1970 deputed to Meghalaya Government on creation of the Meghalaya State. Worked as Additional Private Secretary to Chief Minister, Meghalaya till 31st August, 1974.
  - (d) Held charge of current duties of Under Secretary, Chief Minister's Secretariat in 1971.
  - (e) Confirmed in Class I (Gazetted) post in 1968.

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NORTH-EASTERN HILL UNIVERSITY  
S H I L L O N G

Minutes of the meeting of the Selection Committee to select two Lecturers in Philosophy in the Department of Philosophy of the School of Social Sciences of the North-Eastern Hill University.

The Selection Committee met at 10 A.M. in the University Grants Commission Building, New Delhi, on Tuesday, the 22nd October, 1974.

The following were present:

- |   |                              |  |
|---|------------------------------|--|
| Experts<br>nominated<br>by the<br>Executive<br>Council. | 1. Dr.H.K.Man Mohan Singh    | - Visitor's Nominee  |
|   | 2. Dr.K.J.Shah               | - Head of the Department of Philosophy, Karnataka University, Dharwar.           |
|   | 3. Dr.R.C.Pandeya            | - Head of the Department of Philosophy, University of Delhi.                     |
|   | 4. Dr.Mrinal Miri            | - Head of the Department of Philosophy, North-Eastern Hill University, Shillong. |
|   | 5. Dr.Chandran D.S.Devanesen | - Vice-Chancellor, North-Eastern Hill University, Shillong.                      |

Out of the eleven candidates called, nine appeared before the Selection Committee.

The Members were unanimously of the opinion that the following candidates be recommended for appointment by the Executive Council:

1. Shri Raj Ayyar, M.A.
2. Shri Shekar Singh Methur, M.A.

It was also resolved that Dr.Rita Gupta may be listed third as a reserve.

Sd/-R.C.Pandeya  
 Sd/-K.J.Shah  
 Sd/-H.K.Man Mohan Singh  
 Sd/-Chandran D.S.Devanesen

22-10-74

BMn.

Sd/-M.Miri

NORTH-EASTERN HILL UNIVERSITY  
S H I L L O N G

Camp: New Delhi.  
26th October, 1974.

Minutes of the Selection Committee  
for the School of Education.

A meeting of the Selection Committee for selecting one Professor, two Advisers and three Readers as advertised on an All-India basis was held in the University Grants Commission Building on Saturday, the 26th October, 1974 at 10 A.M.

The following were present:-

Dr.H.K.Men Mohan Singh, Professor & Head of the Department of Economics, Punjabi University, Patiala.		Nominee of the Visitor.
Prof.M.V.Mathur, Director-General, National Council of Applied Economic Research, Delhi.		Three experts nominated by the Executive Council.
Shri J.P.Naik, Member-Secretary, ICSSR, Delhi.		- Vice-Chancellor, North-Eastern Hill University, Shillong.
Prof.Salamatullah, Principal, Teachers' Training College, Jamia-Millia Islamia, Delhi.		
Dr.Chandran D.S.Devanesen		

Shri Yajen Aier, Director of Education, Nagaland and a Member of the Executive Council of the North-Eastern Hill University, was present as an Observer by special invitation of the Vice-Chancellor, since one Adviser and one Reader are to be posted in Kohima.

P R O F E S S O R

Out of 5 candidates invited, 4 were present and were interviewed. The Selection Committee was of the opinion that Dr.Vedamani Manuel, Professor & Head of the Department of Education, Kerala University, be recommended to the Executive Council for appointment as Professor of Education.

A D V I S E R

Out of 7 candidates invited for the two posts of Advisers, three were interviewed by the Committee.

Dr.B.C.Kar, Professor & Head of the Department of Education, Gauhati University, and Dr.G.N.Chatterji, Director & Ex-officio Secretary, Education, Mizoram expressed their inability to be present but requested that they be considered for appointment under Statute 21 of the Act.

The Committee listed the following four candidates as suitable for appointment:-

1. Dr.B.C.Kar
2. Dr.G.N.Chatterji
3. Shri J.K.Shukla
4. Dr.M.A.Quraishi

R E A D E R

Out of 9 candidates invited, 5 were present and interviewed. The Committee resolved that only one candidate, namely, Dr.K.J.Joseph of the National Staff College for Educational Planners & Administrators, was suitable for appointment to the post of Reader. The remaining two posts will have to be readvertised.

Sd/-Chandren D.S.Devanesen  
26-10-74

Sd/-H.K.Man Mohan Singh

Sd/-M.V.Mathur

Sd/-J.P.Naik

Sd/-Salamatullah  
26-10-74.

BMn.

---oOo---

NORTH-EASTERN HILL UNIVERSITY  
S H I L L O N G

The Minutes of the Selection Committee in Economics to  
select one Reader and two Lecturers.

The Selection Committee in Economics met at 10 a.m. on the 1st November, 1974 in the U.G.C. Building, New Delhi to select one Reader and two Lecturers as advertised on an All-India basis.

The following were present:-

1. The Visitor's Nominee - Dr.H.K.Man Mohan Singh,  
Prof. and Head of the  
Department of Economics,  
Punjabi University, Patiala.

Two experts nominated by the Executive Council:

2. Prof.M.V.Mathur, Director-General, NCAER, New Delhi.
3. Dr.G.S.Bhalla, Professor and Head of the Department of  
Economics, Punjab University, Chandigarh.
4. The Head of the Department ..... Dr.T.Mathew, N.E.H.U.
5. The Vice-Chancellor..... Dr.Chandran D.S.  
Devanesen.

R E A D E R

Out of the eight candidates invited two were absent. After interviewing the six candidates present, the Selection Committee decided to recommend Dr.H.L.Bhatia to the Executive Committee for appointment as Reader in Economics.

L E C T U R E R S

Out of ten candidates invited nine were present and interviewed.

The Selection Committee resolved that one of the posts of Lecturer could be offered to Shri Korshed Alam, who had applied for the Readership, with a higher start in the scale.

If he declines the offer two other candidates may be considered for the lecturers' post in the following order:

1. Dr.S.N.Guhathakurta
2. Shri R.K.Sampath

The other lecturers' post, it was decided, should be offered to Shri Tlanglawma, with the proviso that he should be deputed for further training at a time to be decided by the Vice-Chancellor.

Sd/-Chandran D.S.Devanesen

Sd/-H.K.Man Mohan Singh

Sd/-M.V.Mathur

Sd/-G.S.Bhalla

1/11

Sd/-T.Mathew

NORTH-EASTERN HILL UNIVERSITY

S H I L O N G

Camp: New Delhi.

22nd October, 1974.

Note for the Executive Meeting

Sub:- Panel of experts for the Selection Committee in Economics.

The two experts invited for the Selection Committee in Economics for selecting one Reader and two Lecturers to be held on 1st November, 1974 were Dr. A.M. Khusro, Director, Institute of Economic Growth, Delhi and Prof. M.V. Matnair, Director-General, NCAER, New Delhi.

Dr. Khusro, who has now become the Vice-Chancellor of Aligarh Muslim University, has expressed his inability to be present.

When thinking of whom to invite in his place, it was realised that none of the others listed are actually teaching. I have, therefore, decided to include Dr. G.S. Bhatta, Head of the Department of Economics, Punjab University, Chandigarh, in the list and to invite him as an expert for the Selection Committee meeting on the 1st of November, 1974.

Recorded for the information and approval of the Executive Committee.

Sd/-Chandran D.S. Devenesen  
22-10-74

BMn.

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Item no. 8 (1)

NORTH-EASTERN HILL UNIVERSITY

SHILLONG-793001

26th November 1973.

No. AFF/COL/NEHU/D/74

NOTES FOR THE EXECUTIVE COUNCIL

Sub:- Provisional Affiliation granted to various  
Colleges - ratification of - request for -

As per this University Order No, Pro, Aff/73/D2/958 dated 20-10-1973 provisional recognition was accorded to those affiliations which had already been granted by the Gauhati University to the colleges in the North-Eastern Hill University area and ~~that~~ the provisional recognition granted by the Vice-Chancellor was submitted to the Planning Board for ratification at its meeting on 28-29 Nov.'73 (Resolution No. PB 73:01). Since then several of the affiliated colleges requested for affiliation of fresh courses and fresh subjects and in some cases for extension of existing affiliations. Inspection Commissions were, therefore, sent to those colleges, and on the basis of the recommendations of those Commissions provisional affiliations were granted in many cases by the Vice-Chancellor, subject to ratification by the Executive Council. The Executive Council may, therefore, be pleased to ratify those provisional affiliations.

A list of such cases is furnished below.

<u>Names of Colleges</u>	<u>Details of Courses</u>
1. Jowai Government College, JOWAI, MEGHALAYA.	- P.U. (Arts) Second-year - Mathematics and Philosophy. P.U. (Science) First-year - Physics, Chemistry, Botany, Zoology and Biology. B.A.(Honours) First-year English and Economics.
2. Mendipathar College, MENDIPATHAR, MEGHALAYA.	- B.A. (Pass) First-year : English, Political Science, Economic History, Philosophy, M.I.L. Alternative English.
3. Sankardev College, SHILLONG, MEGHALAYA.	- B.A. (Pass) - Hindi, Nepali, Garo, Lushai, Manipuri, Telugu, Panjabi and Urdu. B.A. (Honours) Part II - History and Philosophy.

4. Seng Khasi College,  
SHILLONG, MEGHALAYA. - P.U. (Arts) Second-year : English,  
Alternative English,  
M.I.L. Khasi, Elective  
Khasi, Economics, History,  
Political Science, Logic  
and Mathematics.
5. Shillong College,  
SHILLONG, MEGHALAYA. - B.Sc. (Honours) First-year : Mathematic
6. Tura Government College,  
TURA, MEGHALAYA.. - P.U.(Arts) - Education.  
P.U.(Science) - Geography.  
B.A. (Honours) First-year : English  
and Philosophy.  
B.Sc.(Pass) First-year : English,  
Mathematics, Physics, Botany  
Chemistry and Zoology.
7. Lunglei College,  
LUNGLEI, MIZORAM.. - P.U. (Arts) - Education and Geography.  
B.A. (Honours) First-year : Political  
Science.
8. P.M.G., College,  
AIZAWL, MIZORAM. - P.U. (Commerce) First-year : English,  
Alternative English,  
Mizo (M.I.L.); Economics,  
Book-Keeping and Commercial  
Geography.  
B.A.(Pass) Part II - Education and  
Mathematics
9. Kohima College,  
KOHIMA, NAGALAND. - B.A. (Pass) - Parts I & II - Education.  
B.A. (Honours) First-year - Political  
Science.
10. Tuensang College,  
TUENSANG, NAGALAND. - P.U. (Arts) - English, Alternative  
English, History, Economics  
and Political Science.
11. Synod College,  
SHILLONG, MEGHALAYA. - P.U.(Arts) - English, Alternative  
English, Khasi, Political  
Science, Economics,  
Education and History.  
B.A. (Pass) First-year : English,  
Alternative English, Khasi,  
Political Science, Economics  
Education and History.



C. C. DAVID  
Officer on Special Duty  
(Affiliations & Examinations)

NORTH-EASTERN HILL UNIVERSITY : SHILLONG

NEHU/DDC-Recog/D/74/

SHILLONG-793001.  
November 26, 1974.NOTES FOR THE EXECUTIVE COUNCIL

Sub:- Recognition of Degrees and Certificates of other Universities on reciprocal basis - sanction for.

In our letter No.NEHU/D.D.C.-Recog/D1/73 dated 12.11.74 (copy enclosed) we requested the various Universities, Technological Institutes and such other Organisations in the Country to recognise our Examinations, Degrees and Certificates on the basis of reciprocity. In response to the above request the under-mentioned Universities, Institutes and Organisations have agreed to recognise our Examinations, Degrees and Certificates on reciprocal basis. The Executive Council may, therefore, be pleased to accord recognition <sup>to</sup> the parallel /equivalent Examinations, Degrees and Certificates of those Universities on reciprocal basis.

Sl.No. Name of University/Institute.

1.	Aligarh Muslim University	Aligarh.
2.	Awadhes Pratap Singh University	Rewa ( M.P. )
3.	Bihar University	Muzzaffarpur.
4.	Delhi University	Delhi.
5.	Gujrat University	Ahmedabad.
6.	Govind Ballabh Pant University of Agriculture & Technology.	Pantnagar.
7.	Jabalpur University	Jabalpur.
8.	Jammu University	Jammu.
9.	Jiwaji University	Gwalior.
10.	Jodhpur University	Jodhpur.
11.	Kanpur University	Kanpur.
12.	Kerala University	Trivendrum.
13.	Kashmir University	Srinagar.
14.	Madurai University	Madurai.

Contd. 2/-

- |     |   |                 |
|-----|---|-----------------|
| 15. | Maharaja Sayajirao University of Baroda | Baroda.         |
| 16. | Marathwada University                   | Aurangabad.     |
| 17. | Masadh University                       | Bodhawe.        |
| 18. | Nagpur University                       | Nagpur.         |
| 19. | Punjab University                       | Chandigarh.     |
| 20. | Patna University                        | Patna.          |
| 21. | Poona University                        | Poona.          |
| 22. | Rajasthan University                    | Jaipur.         |
| 23. | Ranchi University                       | Ranchi.         |
| 24. | Ravishankar University                  | Raipur.         |
| 25. | Visva-Bharati                           | Santiniketan.   |
| 26. | Gurukul Kangri Vishwavidyalaya          | Saharanpur.     |
| 27. | Gujarat Vidyalaya                       | Ahmedabad - 14. |
| 28. | Indian Institute of Science.            | Bengalore.      |
| 29. | Tata Institute of Social Science        | Bombay.         |
| 30. | Calcutta University                     | Calcutta.       |

*C. C. David*

C. C. David,  
Officer on Special Duty  
(Affiliations & Examinations)

ksr/-.

*29/11/74*

NORTH-EASTERN HILL UNIVERSITY

SHILLONG-793001

EX/NEHU/OQP/D/74

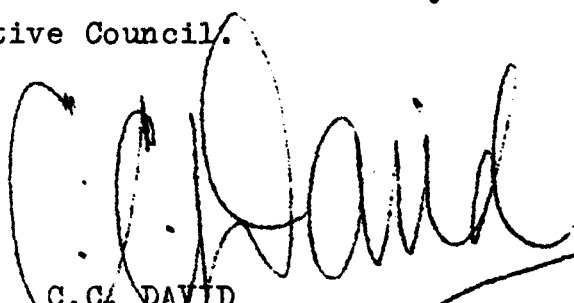
18th November 1974.

NOTES FOR THE EXECUTIVE COUNCIL

Sub:- North-Eastern Hill University Examination  
Old Question Papers - spare copies -  
sale of -

A few question papers were printed in excess of the required quantity, as is usually done in all other Universities, for the North-Eastern Hill University Examination of May - June 1974. The Vice-Chancellor has provisionally sanctioned the sale of those old question papers @ 0.10 Paise per copy, subject to minimum of 0.50 paise, payable only by Indian Postal Orders drawn in favour of the North-Eastern Hill University. The sum of paise 10 priced for each question paper is sufficient to meet its cost of production.

The action taken by the Vice-Chancellor may kindly be ratified by the Executive Council.



C.C. DAVID  
Officer on Special Duty  
(Affiliations & Examinations)

CCD:VTJ/-

SHILLONG-79300'

No. EX/NTS/EC/CCL/74

20th November 1974

NOTES FOR THE EXECUTIVE COUNCIL

Sub:- Nagaland Board of School Education -  
recognition of ------

The Government of Nagaland has now set up the Nagaland Board of School Education and all the Schools in the State of Nagaland which were formerly under the jurisdiction of the Secondary Board of Education, Assam, have now been brought under the control of the Nagaland Board. This Board has decided to conduct the High School Leaving Certificate Examination with effect from 1975. Hence the Government of Nagaland has requested this University to accord recognition to the School Leaving Certificates to be issued by the Nagaland Board of School Education so that the students passing that examination may not have any difficulty in getting admission into the affiliated colleges of this University.

As Nagaland is now a separate State and as the Nagaland Board of School Education is a successor to the Secondary Board of Education, Assam, which has been recognised by this University, it is now incumbent on this University to recognise that Board also. Nagaland is within the territorial jurisdiction of the NEHU and all colleges in Nagaland are now affiliated to the NEHU.

The Executive Council may, therefore, be pleased to accord sanction to recognise the Nagaland Board of School Education and the School Leaving Certificates issued by that Board as sufficient qualification for admission into the 1st P.U. Class of the North-Eastern Hill University.



S.C. DAVID  
Officer on Special Duty  
(Affiliations & Examinations)

CCD:VTJ/-

ltm no. 9 (1)

No. 1046

Date: 20.11.74

Note to V.C.

I am submitting to you the draft Statutes providing Service Regulations for teaching and non-teaching staff of the University. The Statutes are based on the following documents:-

- (1) Central Universities Retirement Benefit Rules 1967 issued by the U.G.C.
- (2) The Service Regulations of teaching and non-teaching staff of Jawaharlal Nehru University.

As required by the Act the Statutes are to be considered by the Executive Council and approved by the Visitor.

Before it is considered by the Executive Council it is suggested that the draft Statutes may be examined by the Finance Committee. After the approval of the Finance Committee in their next meeting, the draft may be placed before the Executive Council for necessary consideration and approval.

It is for orders whether copies of the draft statutes could be circulated in advance among all members of the Finance Committee for their perusal.

Sd/- B.L.Boipai  
O.S.D. (Finance)

Vice-Chancellor

NORTH - EASTERN HILL UNIVERSITY

Draft Service Regulations  
for  
Teaching and Non - Teaching Staff.

General Provident Fund  
Cum  
Pension-Cum-Gratuity  
And  
Contributory Provident Fund  
Cum  
Gratuity Schemes

---

**(In Pursuance of Section 24(2) of North Eastern Hill  
University Act, 1977).**



(i)

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SHORT TITLE, DEFINITION, SCOPE AND APPLICATION OF THE  
STATUTE

(1) Title and commencement:-

1) These Statute shall be called the "North-Eastern Hill University Retirement Benefit Schemes".

ii) The Statute constitutes the following two alternative schemes:-

a) General Provident Fund-Cum-Pension - Cum-Gratuity Scheme (Appendix - 'A');

b) Contributory Provident Fund-Cum-Gratuity Scheme (Appendix 'B').

iii) The management of the General Provident Fund-Cum-Pension-Cum-Gratuity and Contributory Provident Fund-Cum-Gratuity Schemes shall be vested in the Executive Council.

iv) The provisions of this statute shall be deemed to have come into effect from .....

(2) In the Appendices A and B to this statute unless there is anything repugnant in the subject or context:-

a) 'University' means the North-Eastern Hill University.

b) 'Executive Council' means the Executive Council of the University.

c) 'Emoluments' means emoluments which a member of the staff was receiving immediately before the date of his retirement or relinquishment of service and includes--

i) Pay

ii) Personal allowance which has been granted in lieu of loss of pay.

iii) Special pay attached to a post; and

iv) half of:

a) the difference between his substantive pay and the pay actually drawn in higher officiating or temporary appointments;

- b) special pay other than referred in clause (iii) above;
- c) personal allowance other than that referred to in clause (ii) above.

Provided that:-

- i) If an employee holding a permanent post in substantive capacity officiates in a higher permanent post (other than tenure post) borne on a cadre which includes permanent post, continuously for not less than 3 years, and retires while so officiating or holding the higher post; or
- ii) is confirmed in such higher permanent post at any time during the last 3 years of his service after having officiated in that post continuously for 3 years or more his emoluments for pension in respect of the higher post for any period beyond 3 years' continuous service in that post shall be determined as if he held, in such capacity, a permanent post.
- iii) Provided further that for the purpose of calculation of the amount of gratuity admissible to an employee in receipt of emoluments in excess of Rs.1,800 p.m., his emoluments shall be reckoned at Rs. 1,800 p.m.
- iv) Provided further that if immediately before retirement or relinquishment of service, an employee has been absent from duty on leave with allowances, his emoluments for the above purpose shall be rated at what they would have been had he not been absent from duty.

Provided that the amount of gratuity is not increased on account of increase in pay not actually drawn and that benefit of higher officiating or temporary pay is given only if it is certified that he would have continued to hold the higher officiating or temporary appointment but for his proceeding on leave.

c) "Average emoluments" means the average of the emoluments as defined above, calculated in respect of the last 3 years of service;

Provided that if during the last 3 years of service a person has been absent from duty on leave without allowance or suspended under such circumstances that the period of suspension does not count as service, the period so passed shall be disregarded in the calculation of average emoluments, as equivalent period prior to the 3 years being included.

~~NOTE: If an employee immediately before his retirement or relinquish of service, has been absent from duty on leave with allowances, his emoluments for purpose of calculating service gratuity/or death-cum-retirement gratuity should be taken at what they will have been had he not been absent from duty. Provided that the amount of gratuity is not increased on account of increase in pay not actually drawn and the benefit of higher officiating or temporary pay given only if it is certified that he would have continued to hold the higher officiating or temporary appointment but for his proceeding on leave.~~

(e) 'Family' for the purpose of General Provident Fund and Contributory Provident Fund means-

i) In the case of a male subscriber, the wife or wives and children of a subscriber and the widows and children of a deceased son of a subscriber.

Provided that if a subscriber proves that his wife has been judicially separated from him or has ceased under the customary law of the community to which she belongs to be entitled to maintenance, she shall henceforth be deemed to be no longer a member of the subscriber's family in matters to which these rules relate, unless the subscriber subsequently intimate in writing to the Finance Officer that she shall continue to be so regarded.

ii) In the case of a female subscriber, the husband, children of the subscriber, and the widows and children of a deceased son of the subscriber.

Provided that if a subscriber by notice in writing to the Finance Officer expresses her desire to exclude her husband from her family, the husband

contd.....5/-



shall henceforth be deemed to be no longer a member of the subscriber's family in matters to which these rules relate, unless the subscriber subsequently cancels such notice in writing.

Note:-'Child' means a legitimate child and includes an adopted child where adoption is recognised by the personal law covering the subscriber.

- (f) 'Fund' means the General Provident Fund or the Contributory Provident Fund of the University as per context.
- (g) 'Leave' means any variety of leave recognised by the University.
- (h) 'Pay' means the amount drawn monthly by a person as pay which has been sanctioned for the post held by him substantively or in an officiating capacity and includes special pay and personal<sup>pay</sup>/if any.
- (i) 'Personal Pay' means additional pay granted to a person -
- i) to save him from a loss of substantive pay in respect of a permanent post owing to a revision of pay or to any reduction of such substantive pay - otherwise than as a disciplinary measure; or
  - ii) in exceptional circumstances on other personal considerations.
- (j) 'Substantive pay' means the pay other than special pay, personal pay or emoluments classed as pay by the Executive Council, to which a University employee is entitled on account of a post to which he has been appointed substantively or by reason of his substantive position in a cadre.

- (k) 'Special pay' means an addition of the nature of pay to the emoluments of a post or a group of a person granted in consideration of the specific arduous nature of his duties or of a specific addition to his work or responsibility.
- (l) 'Tenure Post' means a permanent post which an individual may not hold for more than a limited period.
- (m) 'Qualifying Service' means service rendered by a person in a substantive capacity including periods spent on probation. All service rendered in the University on a fulltime basis in a temporary or officiating capacity followed without interruption by confirmation in the same or another post shall count as qualifying service except in respect of periods of service in 'Work charged' establishment and periods of service paid from 'contingencies'.

Explanation I - Counting of period of leave as qualifying service:-

- i) All periods of leave with pay and allowances shall count as qualifying service.
- ii) The period spent on deputation from training or deputation for any special purpose including periods of travel to and from the country of deputation shall count as qualifying service; provided that if the employee has availed himself of any extraordinary /without allowances during the period of deputation, the period of such extraordinary leave shall be excluded except as provided under Note below sub-clause (ii) of Explanation II.
- / leave

Explanation II

The following periods in the service of a member of the staff shall not count as qualifying service --

i) Time passed under suspension by a member of the staff pending enquiry into his conduct where, on conclusion of the inquiry, he has not been fully exonerated or the suspension is not held to have been wholly unjustified; unless the Executive Council expressly declares at the time that it shall count, and then it shall count only to such extent as the Executive Council may declare.

ii) Extraordinary leave without allowances,

Note:- Extraordinary leave may be allowed to count at the discretion of the appointing authority in the following circumstances-

1) if it is taken on appointment in another University/Institution or any other Authority and that University/Institution/Authority or the person concerned makes necessary contribution towards his pension; provided also that such appointment is in public interest;

2) if it is taken on medical certificates;

3) if it is taken due to inability of the person concerned to join or rejoin duty due to civil commotion or a natural calamity or any other cause beyond his control provided that he has no other type of leave to his credit, and

4) if it is taken for academic pursuits directly connected with the teaching/research job of the employee in the University.

iii) Unauthorised absence in continuation of authorised leave of absence.

iv) Service below the age of 18 years.

Explanation III

An employee may add to his service qualifying for superannuation pension but not for any other class of pension the actual period not exceeding one-fourth of the full length of his service or the actual period by which his age at the time of recruitment exceeds twenty-five years of a period of five years, whichever is least, if the post is one --

- a) for which Post-Graduate Research or specialist qualifications, or experience in scientific, technological or professional field is essential, and
- b) to which candidates of more than twenty-five years of age are normally recruited.

Provided that this concession shall not be admissible to any such employee unless his actual qualifying service at the time he quits University service is not less than ten years.

The decision to grant this concession shall be taken by the Executive Council at the time of recruitment of the employee.

(n) 'Finance Officer' means the Finance Officer of the University or the person appointed by the Executive Council to discharge the duties of the Finance Officer.

(o) 'Year' means the financial year of the University.

(p) 'Injury' means the bodily injury resulting from violence, accident or disease assessed by the

Competent Authority that may be prescribed by the Executive Council of the University as being not less than severe involving loss of earning power.

Note:- Examples of injuries of certain category are given in Schedule 'F'.

(q) 'Accident' means -

- i) a sudden and unavoidable mishap, or
- ii) a mishap due to an act of devotion to duty in an emergency arising otherwise than by violence out of and in the course of service.

(r) 'Disease' means --

- i) disease solely and directly attributable to an accident; or
- ii) an epidemic disease contracted by a person in consequence of his being ordered on duty to an area in which such disease is prevalent, or in consequence of his attending voluntarily, out of humanitarian motives, upon any patient suffering from any such disease in an area where he happens to be in the performance of his duties; or
- iii) venereal disease or septicaemia where such disease or septicaemia is contracted by a Medical Officer as a result of attendance in the course of his official duty on an infected patient or of conducting a post-mortem examination in the course of that duty.

(s) 'Risk of Office' means any risk not being a special risk of accident or disease to which a person is exposed in the course of and as a consequence of his duties, but nothing shall be deemed to be a risk of office which is a risk common to human existence in modern conditions in India unless such risk is definitely enhanced in kind or degree by the nature, conditions, obligations or incidents of service.

Note:- The term 'risk of office' shall include risk of death or injury to which a person is exposed where he attends on a working day, or is required to attend on a holiday, the place of his employment for the performance of his duties during any riot or civil commotion in the locality and while proceeding from his residence to the place of his employment or vice versa, becomes a victim of the said riot or civil commotion.

(t) 'Special risk' means:-

- i) a risk of suffering injury by violence;
- ii) a risk of injury by accident to which a person is exposed in the course of and as a consequence of the performance of any particular duty which has the effect of materially increasing his liability to such an injury beyond the normal risk of his office;
- iii) a risk of contracting disease to which a medical officer is exposed as result of a attending in the course of his official duty to a venereal or septicaemia patient or conducting a post-mortem examination in pursuance of that duty.

(u) 'Violence' means the act of a person who inflicts an injury to an employee:

- i) by assaulting or resisting him in the discharge of his duties, or in order to deter or prevent him from performing his duties, or
- ii) because of anything done or attempted to be done by such member of the staff or by any other member of the staff in the lawful discharge of his duty as such or
- iii) because of his official position.

(v) 'Employee' means member of the staff (both academic and non-academic) of the University.

(3) SCOPE AND APPLICATION OF THE STATUTE AND EXERCISE OF OPTION

- i) This statute shall apply to all the employees of the University - both academic and non-academic (other than contract officers, part-time employees, reemployed pensioners, deputationists and purely temporary and daily wage staff) who joined the University service on or after 19th July, 1973. They shall be entitled to option for one of the two alternative schemes set out in Appendices 'A' and 'B' to this statute. The option provided for in this sub-clause shall be exercised and communicated to the Finance Officer in writing within 3 months of the date of notification of the schemes or within 3 months of the date of joining the University service in the case of a new entrant and, when once exercised, shall be final.

A person who does not exercise his option within the aforesaid period of three months, shall be deemed to have opted for the General Provident Fund-cum-Pension-Cum-Gratuity Scheme set out in Appendix 'A'.

ii) A person who hold a temporary appointment in the service of the University shall, after continuous service of one year, be entitled to the benefits of the General Provident Fund-cum-Pension-cum-Gratuity Scheme set out in Appendix 'A' to this statute or according to his option, of the Contributory Provident Fund-cum-Gratuity Scheme set out in Appendix 'B' to this statute from the date of commencement of service.

(4) The provisions of this statute shall not apply to purely temporary and daily wage staff, persons appointed on consolidated salary or on special terms, and deputationists. The re-employed pensioners are eligible only for Contributory Provident Fund. The persons appointed on contract, for a fixed term, shall be governed by the provisions of Appendix 'B' to the statute. No person who is permitted to subscribe to the Contributory Provident Fund shall be eligible to subscribe to the G.P.Fund.

Provided that a person who is initially appointed on contract and is subsequently continued permanently shall have; on cancellation of his contract terms, the option to choose either of the two schemes set out in Appendix 'A' and 'B' and he shall have for the purpose of these schemes the benefit of the service rendered under contract, if the retirement benefit under the contract terms are paid back by him to the University.



(5) **TRANSFER OF AN EMPLOYEE FROM ONE UNIVERSITY TO ANOTHER**

A person joining the University after being in the service of another Central University or the India Institute of Science, Bangalore shall in the event of his permanent absorption in the University be allowed retirement benefits in respect of previous service rendered under the old University provided that the transfer of which the Executive Council shall be the sole judge and the service rendered is qualifying. He will, however, not be allowed to change over the scheme in Appendix 'A' to that in Appendix 'B' or vice-versa.

**GENERAL (Miscellaneous)**

- (6) The sanction and payment of retirement benefit admissible under this statute shall be regulated by such procedural instructions as would be issued by the Executive Council.

(7) **Interpretation**

If any question arises relating to the interpretation of this statute, it shall be referred to the Visitor whose decision thereon shall be final.

.....

APPENDIX 'A'

RETIREMENT BENEFITS RULES 197

SECTION I

GENERAL PROVIDENT FUND

(1) Nominations

1.1 A subscriber shall, at the time of joining the Fund, send to the Finance Officer a nomination in the prescribed form conferring on one or more persons the right to receive the amount that may stand to his credit in the Fund, in the event of his death, before that amount has become payable or having become payable has not been paid.

1.1.1 Provided, that, if, at the time of making nomination, the subscriber has a family the nomination shall not be in favour of any person or persons other than the members of his family.

1.1.2. Provided further that the nomination made by the subscriber in respect of any other fund to which he was subscribing before joining the Provident Fund shall, if the amount to his credit in such other fund, has been transferred to his credit in the Fund, be deemed to be a nomination duly made under this statute until he makes a nomination in accordance with this statute.

1.2 If a subscriber nominates more than one person under Clause 1.1 he shall specify in the nomination the amount or share payable to each of the nominees in such manner as to cover the whole of the amount that may stand to his credit in the Fund at any time.

1.3 Every nomination shall be in such one of the forms appended hereto as is appropriate in the circumstances (vide Forms I to IV in Annexure).

1.4 A subscriber may at any time cancel a nomination by sending a notice in writing to the Finance Officer. The subscriber shall, along with such notice or separately, send a fresh nomination made in accordance with the provisions of this statute.

1.5 A subscriber may provide in a nomination:

(a) in respect of any specified nominee, that in the event of his predeceasing the subscriber the right conferred upon that nominee shall pass to such other person or persons as may be specified in the nomination, provided that such other person or persons shall if the subscriber has other members of his family, be such other member or members. Where the subscriber confers such a right on more than one person under this clause, he shall specify the amount or share payable to each of such persons in such a manner as to cover the whole of the amount payable to the nominee;

(b) That the nomination shall become invalid in the event of the happening of a contingency specified therein;

Provided that if at the time of making the nomination the subscriber has no family, he shall provide in the nomination that it shall become invalid in the event of his subsequently acquiring a family;

Provided further that if at the time of making the nomination the subscriber has only one member of the family, he shall provide in the nomination that the right conferred upon the alternate nominee under clause (a) shall become invalid in the event of his subsequently acquiring other member or members of his family.

1.6 Immediately on the death of a nominee in respect of whom no special provision has been made in the nomination under/ clause(a) of ~~Clause 1.5~~ <sup>sub</sup> or on the occurrence of any event by reason of which the nomination becomes invalid in pursuance of sub-clause (b) of ~~Clause 1.5~~ or the provision thereto, the subscriber shall send to the Finance Officer, notice in writing cancelling the nomination, together with a fresh nomination made in accordance with the provisions of this statute.

1.7 Every nomination made, and every notice of cancellation given, by a subscriber shall, to the extent that it is valid, take effect on the date on which it is received by the Finance Officer.

(2) The University will not be bound by nor will recognise any assignment or encumbrance executed or attempted to be credited which affects the disposal of the amount standing to the credit of a subscriber who dies before the amount becomes payable.

(3) Subscriber's Account

3.1 An account shall be opened in the name of each subscriber to which shall be credited the subscriber's subscription and interest as provided by these statutes on subscription.

(4) Conditions of Subscriptions

4.1. Every subscriber shall subscribe monthly to the Fund when on duty in the service of the university or on foreign service.

4.1.1. Provided that a subscriber shall not subscribe during the period when he is under suspension and may at his option not subscribe during any period of leave other than leave on average pay or earned leave of less than thirty days' duration as the case may be.

4.1.2 Provided further that a subscriber on reinstatement after a period passed under suspension shall be allowed the option of paying in one sum or in instalments any sum not exceeding the maximum amount of arrear of subscription payable for that period.

4.2 The subscriber shall intimate his election not to subscribe during leave by a written communication addressed to the Finance Officer before he proceeds on leave. Failure to make due and timely intimation shall be deemed to constitute an election to subscribe. The option of a subscriber intimated under this clause shall be final.

(5) Rates of subscription

5.1 The rate of subscription shall be fixed by subscriber himself subject to the following conditions:

5.1.1. The rate of subscription may not be less than 6 1/4% of his emoluments and not more than his total emoluments, the amount so calculated being rounded off to the nearest rupee, provided that in the case of subscriptions at the minimum or maximum rates, the rounding off will be to the next higher or the next lower rupee respectively.

5.2. For the purpose of this statute the emoluments of a subscriber shall be :

5.2.1 In the case of a subscriber who was in service on 31st March of the preceding year, the emoluments to which he was entitled on that date, provided as follows:

i) if the subscriber was on leave on the said date and elected not to subscribe during such leave or was under suspension on the said date, his emoluments shall be the emoluments to which he was entitled on the first day after his return to duty;

ii) if the subscriber was on deputation out of India on the said date or was on leave on the said date and continues to be on leave and has elected to subscribe during such leave, his emoluments shall be the emoluments to which he would have been entitled had he been on duty in India;

iii) if the subscriber joined the Fund for the first time on a day subsequent to the said date, his emoluments shall be the emoluments to which he was entitled on such subsequent date.

5.2.2. In the case of a subscriber who was not in service on the 31st of March of the preceding year, the emoluments to which he was entitled on the first day of his service or, if he joined the Fund for the first time on a date subsequent to the first date of his service, the emoluments to which he was entitled on such subsequent date.

5.3 The amount of subscription so fixed may be enhanced or reduced once at any time during the course of a year, provided that when the amount of subscription is so reduced it shall not be less than the minimum prescribed under Clause 5.1.1.

#### (6) Interest

6.1. The university shall pay to the credit of the account of each subscriber, interest at such rate as may be determined by the Executive Council for each year at the beginning of the year.

6.2 Interest shall be credited with effect from the last day in each year in the following manner:

6.2.1 On the amount at the credit of a subscriber on the 31st March of the preceding year less any sums withdrawn during the current year - Interest for twelve months;

- 6.2.2. On sums withdrawn during the current year - Interest from the 1st of April of the current year up to the last date of the month preceding the month of withdrawal.
- 6.2.3. On all sums credited to the subscriber's account after the 31st of March of the preceding year - Interest from the date of credit up to the 31st March of the current year;
- 6.2.4. The total amount of interest shall be rounded to the nearest rupee (50p and above counting as the next higher rupee).
- 6.3. Provided that when the amount standing at the credit of a subscriber has become payable, interest thereon shall be credited under this sub-clause in respect only of the period from the beginning of the current year or from the date of credit as the case may be, up to the date on which the amount standing to the credit of a subscriber becomes payable.
- 6.4. For the purpose of this Statute, the date of credit shall be deemed to be the first day of the month in which it is credited.
- 6.5. In all cases interest shall be paid in respect of balance at the credit of a subscriber up to the close of the month preceding that in which payment is made or up to the end of the sixth month after the month in which such amount becomes payable, whichever of these period is less, provided that no interest shall be paid in respect of any period after the date on which the Finance Officer has intimated to the subscriber or his agent as the date on which he is prepared to make payments.
- 6.6. Interest shall not be credited to the account of a subscriber, if he informs the Finance Officer that he does not wish to receive it, but if he subsequently asks for interest it shall be credited with effect from the 1st day of the year in which he asks for it.
- (7) Advance from the fund
- 7.1. The payment of advance from the fund may be sanctioned by the Vice-Chancellor to a subscriber from the amount of his subscription and interest thereon.

thereon standing to his credit, subject to the following conditions:

7.1.1 No advance shall be granted unless the sanctioning authority is satisfied that the applicant's pecuniary circumstances justify it, and that it will be expended on the following object or objects and not otherwise:

- i) to pay expenses incurred in connection with the illness of the applicant, applicant's wife, legitimate children, step-children, parents, sisters and minor brothers actually dependent on him;
- ii) to pay for the overseas passage for reasons of health or education of the applicant or the applicant's wife, legitimate children step-children, parents, sisters and minor brothers actually dependent on him;
- iii) to meet the cost of higher education of any person actually dependent on the applicant. Such person need not necessarily be a member of the applicant's family;
- iv) to pay obligatory expenses on a scale appropriate to the applicant's status in connection with marriages, funerals or ceremonies which by his religion it is incumbent on him to perform;
- v) to meet the cost of legal proceeding instituted by the applicant for vindicating his position in regard to any allegations made against him in respect of any act done or purporting to be done by him in the discharge of his official duty;

Provided that the advance under this sub-clause shall not be admissible to an applicant who institutes legal proceedings in any court of law either in respect of any matter unconnected with his official duty or against the University in respect of any condition of service or penalty imposed on him.



vi) to meet the cost of his defence where the applicant is prosecuted by the University in any court of law in respect of any alleged official misconduct on his part.

vii) to meet the cost of travel abroad of the applicant when permitted to attend scientific conferences, symposia or for scientific/technical work.

7.1.2 An advance shall not exceed the following ceiling limits:

i) When sanction for any of the objects mentioned in sub-clauses (i) to (vi) of Clause 7.1.1. = 3 months pay of the subscriber.

Provided, however, that in no case shall the amount of advance exceed 50 percent of the amount of the member's subscription and interest thereon standing to the credit of the subscriber in the Fund.

7.1.3 An advance shall not, except for special reasons to be recorded in writing, be granted to any subscriber in excess of the limit laid down in Clause 7.1.2. herein or until payment of the last instalment of any previous advance.

7.1.4 The sanctioning authority shall record in writing its reasons for granting the advance. Provided that if the reason is of a confidential nature, it may be communicated to the Finance Officer personally and/or confidentially.

7.1.5 The amount of advance shall be recovered in not more than twenty-four equal monthly instalments, if the advance was sanctioned for any of the objects mentioned in/cloauses (i) to (vii) of Clause 7.1.1. In special cases, where the amount of advance exceeds three months' pay of the subscriber under clause 7.1.3. above, the sanctioning authority, may fix such number of instalments to be more than twenty four but in no case more than thirtysix. Each instalment shall be a number of whole rupee, the amount of advance being raised or reduced, if necessary, to admit of the fixation of such instalments. A subscriber may at his option repay in a smaller number of instalments than that agreed upon at the time of grant of advance or in a lump sum.

- 7.1.6 Recovery of advance shall be made from the emoluments of a subscriber and shall commence on the first occasion, after the advance is made, on which the subscriber draws emoluments for a full month.
- 7.1.7 Interest on advance shall be such as may be determined by the University from time to time and shall not exceed by more than one percent of the rate paid by the University to the account of a subscriber. It shall ordinarily be recovered in one instalment in the month after complete re-payment of the Principal has been made. If the period of repayment exceeds twenty months, interest may, if the subscriber so desires, be recovered in two equal monthly instalments, the monthly payment being rounded to the nearest rupee, 50p. and above counting as the next higher rupee. Recoveries made under this statute shall be credited, as they are made, to the account of the subscriber in the Fund.
- 7.2 Notwithstanding anything contained in these statutes, if the Vice-Chancellor is satisfied that money withdrawn as an advance from the Fund under Statute 7.1 has been utilised for a purpose other than that for which sanction was given to the drawal of the money the amount in question shall with penal interest calculated at a rate of 3% over and above the rate provided under Clause 7.1.7 be repaid by the subscriber to the fund, or in default be ordered to be recovered by deduction in one sum from the emoluments of the subscriber. If the total amount to be repaid be more than half the subscriber's emoluments, the recoveries shall be made in monthly instalments of moieties of his emoluments till the entire amount recovered be repaid.
- Note: The terms 'emoluments' as used in this statute does not include subsistence allowance, if any, granted in cases of suspension of an employee pending an enquiry into his alleged misconduct.
- 7.3 Subscribers whose deposits in the fund carry no interest shall not be required to pay into the fund any additional instalment on account of interest or penal interest provided under sub-clause 7.2 above, on advances granted to them from the fund.

8. Withdrawal from the fund

8.1 Subject to the conditions specified therein, withdrawals from the Fund may be sanctioned by the Vice-Chancellor at any time.

A After the completion of twenty-five years of service (including broken periods of service, if any) of a subscriber or within five years before the date of his retirement on superannuation, whichever is earlier, from the amount standing to his credit in the Fund, for one or more of the following purposes:

- a) meeting the cost of higher education, including where necessary, the travelling expenses of any child of the subscriber actually dependent on him in the following cases:
  - i) for education outside India for academic, technical, professional or vocational course beyond the High School stage, and
  - ii) for any medical, engineering or other technical specialised course in India beyond the High School stage, provided that the course of study is for not less than three years;
- b) meeting the expenditure in connection with the marriage of a son or a daughter of the subscriber and if he has no daughter, of any other female relation dependent on him;
- c) meeting the expenses in connection with the illness, including where necessary, the travelling expenses, of the subscriber or any person actually dependent on him; and

B After the completion of twenty years of service (including broken periods of services, if any) of a subscriber or within ten years before the date of his retirement on superannuation, whichever is earlier, from the amount standing to his credit in the Fund, for one or more of the following purposes :

- a) building or acquiring a suitable house for his residence including the cost of the site or repaying any outstanding amount on account of the loan expressly taken for this purpose before the date of receipt of the application for withdrawal but not earlier than twelve months of that date, or reconstructing, or making additions or alterations to a house already owned or acquired by a subscriber;
- b) purchasing a house site or repaying any outstanding amount on account of loan expressly taken for this purpose before the date of receipt of the application for the withdrawal but not earlier than twelve months of that date;
- c) for constructing a house on a site purchased utilising the sum withdrawn under<sup>sub</sup> clause (b).

8.2. Any sum withdrawn by a subscriber at any time for one or more of the purposes specified in Clause 8.1. from the amount standing to his credit in the Fund shall not ordinarily exceed one-half of such amount or twelve months pay of the subscriber, whichever is less. The Vice-chancellor may, however, sanction the withdrawal of an amount in excess of these limits up to three-fourths of the balance at his credit in the Fund, having due regard to (i) the object for which the withdrawal is being made, (ii) the status of the subscriber, and (iii) the amount to ~~be~~ his credit in the Fund.

8.3. A subscriber, who has been permitted to withdraw money from the Fund under Clause 8.1. shall satisfy the Vice-Chancellor within a reasonable period as may be specified by him that the money has been utilised for the purpose for which it was withdrawn and if he fails to do so, the whole of sums so withdrawn, or so much thereof as has not been applied for the

purpose for which it was withdrawn, shall forthwith be repaid in one lump sum together with interest thereon at such rate as is levied on advances from the Fund, and in default of such payment it shall be ordered by the Vice-chancellor to be recovered from his emoluments either in a lump sum or in such number of monthly instalments as may be determined by the Executive Council,

8.4 A subscriber who has been permitted under sub-clause (d), (e) or (f) of Clause 8(1) above to withdraw money from the amount standing to his credit in the fund shall not part with the possession of the house to built or acquired or house site so purchased by way of sale, mortgage, gift, exchange or lease for a term exceeding 3 years without the previous permission of the Vice-Chancellor. He shall submit a declaration not later than 31st day of December of every year to the effect that the house or, as the case may be, the house site continues to be in his possession and shall, if so required, produce before the Finance Officer on or before the date specified by that officer in that behalf, the original sale deed and other documents on which his title to property is based.

If at any time before retirement, he parts with the the possession of the house or house site without obtaining the previous permission of the Vice-chancellor the sum withdrawn by him shall forthwith be repaid in one lump sum together with interest thereon at such rate as is levied on advances from the Fund, and in default of such repayment it shall be ordered by the Vice-Chancellor to be recovered from his emoluments either in a lump sum or in such number of monthly instalments as may be determined by the Vice-Chancellor.

8.5 Nothing in sub-clause 8.3 or 8.4 above shall be deemed to require a subscriber whose deposits in the fund carry no interest to pay any interest on any sum repayable by him under the sub-clause.

8.6 A subscriber who has already drawn or may draw in future an advance under clause 7 for any of the purpose specified in sub-clause (a), (b) and (c) of clause 8.1

may convert at his discretion, by written request to the sanctioning authority, the balance outstanding into a final withdrawal on his satisfying the conditions laid down in sub-clauses 1, 2, and 3 above.

9. Final withdrawal of accumulations in the Fund.
- 9.1. When a subscriber quits the service of the University, the amount standing to his credit in the Fund shall become payable to him.
- 9.1.1. Provided that a subscriber who has been dismissed from the service of the University and is subsequently reinstated in service, shall if required to do so, repay any amount paid to him from the Fund in pursuance of this statute with interest thereon at the rate provided in these statutes in the manner provided. The amount so repaid shall be credited to his account in the fund.

Explanation: A subscriber who is granted refused leave shall be deemed to have quit the service from the date of compulsory retirement or on the expiry of and extension of service.

10. Retirement of a subscriber
- 10.1. When a subscriber(a) has been proceeded on leave preparatory to retirement or if he is entitled to vacation, on leave preparatory combined with vacation or (b) while on leave, has been permitted to retire or has been declared by the Consulting Medical Officer of the University or by a competent medical authority that may be prescribed by the Executive Council in this behalf to be unfit for further service, the amount standing to his credit in the fund shall upon an application made by him in that behalf to the Finance Officer, become payable to the subscriber.

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10.1.1 Provided that the subscriber if he returns to duty shall, if required to do so, repay to the Fund for credit to his account the whole or part of any amount paid to him from the Fund in pursuance of this ~~rule~~ with interest thereon at the rate provided, by instalments or otherwise by recovery from his emoluments or otherwise as the Vice-Chancellor may direct.

~~statute~~

#### 11 Procedure on the death of a subscriber

11.1 On the death of a subscriber before the amount standing to his credit has become payable, or where the amount has become payable before payment has been made:

11.1.1 When a subscriber leaves a family:

- a) if a nomination made by the subscriber in accordance with the provisions of ~~Rule~~ 1.1 or of the corresponding ~~rule~~ heretofore in force in favour of a member or members of his family subsists the amount standing to his credit in the Fund or the part thereto which the nomination relates shall become payable to his nominee or nominees in the proportion specified in the nomination;
- b) if no such nomination in favour of a member or members of the family of the subscriber subsists, or if such nomination relates only to a part of the amount standing to his credit in the Fund, the whole amount or the part thereof to which the nomination does not relate, as the case may be, shall, notwithstanding any nomination purporting to be in favour of any person or persons other than a member or members of his family, become payable to the members of his family in equal shares.

~~Clause~~  
~~statute~~

Provided that no share shall be payable to:

- i) sons who have attained majority;
- ii) sons of a deceased son who have attained majority;
- iii) married daughters whose husbands are alive;
- iv) married daughters of a deceased son whose husbands are alive;

If there is any member of the family other than those specified in <sup>sub</sup> clauses (i), (ii), (iii) and (iv)

Provided further that the widow or widows and the child or children of a deceased son shall receive between them in equal parts only the share which that son would have received if he had survived the subscriber and had been exempted from the provision of clause 1 of the first proviso.

11.1.2 When the subscriber leaves no family - if a nomination made by him in accordance with the provisions of ~~1.1~~ 1.1 or of the corresponding clause heretofore in force in favour of any person or persons, subsists, the amount standing to his credit in the Fund or the part thereof to which the nomination relates, shall become payable to his nominee or nominees in the proportion specified in the nomination.

Clause

## 12. Statement of accounts

12.1 As soon as possible after the 31st March of each year, the Finance/ shall send to each subscriber a statement of his account in the Fund, showing the opening balance on the 1st of April of the year, the total amount credited and debited during the year, the total amount of interest credited as on the 31st March of the year and the closing balance on that date. The Finance/ shall attach to the statement of account an enquiry whether the subscriber:

Officer

Officer

- a) desires to make any alteration in any nomination made by the subscriber;



b) has acquired a family (in cases where the subscriber has made no nomination in favour of a member of his family under the statutes).

12.2 Subscriber should satisfy themselves as to the correctness of the annual statement, and errors should be brought to the notice of the Finance Officer within six months from the date of receipt of the statement.

12.3 The Finance Officer shall, if required by a subscriber, once, but not more than once in a year, inform the subscriber of the total amount standing to his credit in the Fund at the end of the last month for which his account has been written up.

### 13. Investment of fund

13.1 All sums paid into the Fund under the statutes shall be credited in the books of the university to an account named "General Provident Fund Account of the North Eastern Hill University". A deposit account shall be opened in such Scheduled Bank in Shillong as the university may decide upon from time to time to be operated in such manner as the Executive Council may direct. The balance of the Fund, after reserving suitable amounts for current needs, shall be invested in the National Savings Certificates and/or other investment covered by Section 20 of the Indian Trust Act of 1882, as soon as possible after monthly accounts are closed.

SECTION II

PENSION

14. Every employee should have put in a minimum of ten years of qualifying service to be eligible for pension conditions subject to such L as may be applicable to the categories of pension set out below. In case the qualifying service falls below ten years, a gratuity as in Schedule 'C' will be admissible.

14. (a) The minimum age after which service counts for pension shall be eighteen years.

15. Subject to the minimum qualifying service an employee shall be eligible for one or other of the following pension:

15.1 Compensation Pension - if an employee is dis discharged owing to the abolition of the permanent post, he shall be granted a compensation pension on the scale prescribed in clause 16 below.

15.2 Invalid Pension - An invalid pension shall be granted to an employee on retirement from from the service of the university for permanent physical or mental disability incapacitating him for further service, if certified by the Consulting Medical Officer of the University on the scale prescribed in clause 16 below.

15.3 Superannuation or Retiring Pension - A superannuation or retiring pension shall be granted to an employee who may retire from service on completion of the age of retirement or on completion of thirty years of qualifying service, whichever is earlier.

- 15.3.1 Provided that in the event of retirement after thirty years of qualifying service but before the completion of the age of sixty years the member of staff concerned shall give in this behalf a notice in writing to the Registrar at least three months before the date which he wishes to retire.
16. An employee eligible for pension under any of the categories mentioned above shall be granted on retirement,  $\frac{1}{2}$  80th of the average emoluments for each complete six monthly period of qualifying service subject to a maximum pension as stipulated in the table appended (Schedule 'A') and subject also to the total pension not exceeding  $\frac{30}{80}$ th of the average emoluments.
- 17 Commutation of pension
- 17.1 An employee shall, subject to the condition specified below, be allowed to commute for lump payment any portion or portions of his pension not exceeding one-third of the pension granted to him.
- 17.2 No commutation shall be sanctioned unless the consulting Medical Officer of the University certifies that the pensioner's health and prospects of duration of life are such as to justify commutation.
- 17.3 The lump sum payable on commutation shall be calculated in accordance with the table appended (Schedule B) as may be amended by the Executive Council from time to time.
- 17.4 Commutation when sanctioned shall take effect on the date to be specified in the order. Such date shall be the first of a month and ordinarily about one month later than the date of the order and all calculations shall be made with reference to the date specified.

SECTION III  
GRATUITY

18. An employee who has completed five years of qualifying service at the University shall be granted gratuity, as distinct from the gratuity referred to in Clause 14 of Section II, in accordance with the scale of gratuity indicated in Schedule 'C'. This gratuity shall be payable on his retirement from service of the University. In the event of his demise, this gratuity shall be payable to the nominee or nominees of the deceased in the manner proscribed (vide Annexure Forms V to VIII).
- No gratuity shall be payable on resignation from the service of the University or dismissal or removal from it for misconduct, insolvency, inefficiency not due to age.
19. The amount of gratuity shall be one fourth of the emoluments of an employee for each completed six month period of qualifying service subject to a maximum of fifteen times the emoluments. In the event of death of an employee while in service, the gratuity shall be subject to a minimum of twelve times the emoluments of the employee at the time of his death.
- Provided that in no case it shall exceed Rs.24,000, and that the amount of gratuity payable is further subject to the provisions of clause 24 (vi) and the note thereunder.
20. If an employee who has become eligible for pension under Section II dies within a period of five years after he retires from service of the University, as the case may be, and the sum actually received by him at the time of death on account of such pension together with the gratuity granted under the above provisions and the commuted value of any portion of the pension commuted by him are less than the amount equal to twelve times the emoluments, a gratuity equal to the deficiency shall be granted to the person or persons nominated by him.
21. If a permanent employee dies before completing five years of qualifying service, his family will be

eligible for a gratuity equal to six times his emoluments at the time of his death except in cases in which death occurs in the first year of service, when the gratuity admissible will be equal to two months' emoluments.

22. Temporary employees shall be granted the following gratuities:-

22.1. Terminal gratuity - A temporary employee who retires on superannuation or is discharged on account of retrenchment or declared invalid for further service will be eligible for gratuity at the rate of one-third of a months' pay for each completed year of service, provided that he has completed not less than five years of continuous service at the time of retirement, discharged or invalidment.

22.2. Death gratuity - The family of temporary employee who dies while in service will be eligible for a death gratuity on the scale and subject to the conditions specified below:

- a) On death after completion of one year of service but before completion of three years of service. :A gratuity equal to one months' pay
- b) On death after completion of three years of service but before completion of five years of service. :A gratuity equal to two month's pay.
- c) On death after completion of five years of service or more. :A gratuity equal to three months' pay or the amount of terminal gratuity mentioned in Clause 22.1 which ever is more.

Note:- For the purpose of determining the amount of terminal or death gratuity under this clause 'pay' will mean only basic pay and also dearness pay (if any) at the time of relinquishing service or of death, as the case may be. It will not include special pay, personal pay and other emoluments classed as pay. In case the employee concerned was on leave with or without allowances immediately before retirement, discharge, invalidity or death, pay for this purpose will be pay which he would have drawn had he not proceeded on such leave.

23.1. A University employee shall as soon as he completes five years qualifying service, or earlier send to the Finance Officer a nomination conferring on one or more persons the right to receive any gratuity that may be sanctioned under Statute in the event of his death, and gratuity which having become admissible to him has not been paid to him before death.

Provided that if at the time of making the nomination the employee has a family, the nomination shall not be in favour of any person other than the members of his family.

- 23.2. For the purpose of clause 23.1. above:-
- (a) 'Family' shall include the following relations of the employee:-
- (i) wife in the case of a male employee
  - (ii) husband in the case of a female employee
  - (iii) sons
  - (iv) unmarried and widowed daughters
  - (v) brothers below the age of 18 years and unmarried or widowed sisters
  - (vi) parents and

Note:- (iii) and (iv) will include step children.

(b) 'person' shall include any company or association or body of individuals whether incorporate or not.

23.3. If an employee nominates more than one person under sub-clause (i) above he shall specify in the nomination the amount or share payable to each of the nominees in such a manner as to cover the whole amount of the gratuity.

- 23.4. An employee may provide in nomination:-  
(a) in respect of any specified nominee that in the event of his predeceasing the employee the right conferred upon that nominee shall pass to such other person as may be specified in the nomination provided that if at the time of making the nomination the employee has a family consisting of more than one member, the person so specified shall not be a person other than a member of his family.  
(b) that the nomination shall become invalid in the event of the happening of a contingency specified therein.
- 23.5. The nomination made by an employee who has no family at the time of making it, or a provision made in nomination under clause 23.4 (a) above by an employee whose family consists, at the date of making the nomination, of only one member shall become invalid in the event of the employee subsequently acquiring a family, or an additional member in the family as the case may be.
- 23.6. (a) Every nomination, shall be in such one of the forms V to VIII as may be appropriate in the circumstances of the case.  
(b) An employee may at any time cancel a nomination by sending a notice in writing to the Finance Officer, provided that the employee shall, alongwith such notice send a fresh nomination made in accordance with the provisions of sub-clause (a) above.
- 23.7. Immediately on the death of a nominee in respect of whom no special provision has been made in the nomination under clause 23.4(a) above or on the occurrence of any event by reason of which the nomination becomes invalid in pursuance of clause 23.4 (b) above, the employee shall send to the Finance Officer a notice in writing formally cancelling the nomination together with a fresh nomination made in accordance with the provisions of clause 23.6 above.

- 23.8. Every nomination made and every notice of cancellation given by the employee to the Finance Officer, immediately on receipt of a nomination The Finance Officer shall countersign it indicating the date of receipt and keep it under his custody.
- 23.9. Every nomination made and every notice of cancellation given by an employee shall to the extent it is valid take effect on the date on which it is received by the Finance Officer.
- 23.10.(a) Subject to the provisions of Section III of Appendix 'A' and Section II of Appendix 'B' a gratuity may be paid to the person or persons on whom the right to receive the gratuity is conferred under clause 23.8 above, or if there is no such person it may be paid in the manner indicated below:-
- (i) If there are one or more surviving members of the family as in items (i), (ii), (iii) and (iv) of sub-clause 2 (a) of clause 23, it may be paid to all such members, other than any such member who is a widowed daughter, in equal shares.
  - (ii) If there are no such surviving members of the family as at (i) above, but there are one or more surviving widowed daughters and/or one or more surviving members of the family as in items (v) and (vi) of sub-clause 2 (a) of clause 23 above, the gratuity may be paid to such members in equal shares.
  - (b) The eligibility of a person to receive the amount or share of gratuity shall be determined with reference to the facts as they stand on the date of death of an employee and any subsequent event (i.e. remarriage of a widow, marriage of an unmarried daughter, sister etc.) will not affect the entitlement. If, however, a person who was entitled to receive gratuity on the date of death of an employee, dies before getting the payment the amount or share of his gratuity shall be redistributed in accordance with the provision of sub-clause 23.1. above.



SECTION IV  
FAMILY PENSION

24. The family pension Scheme as detailed below will be applicable to regular employees in pensionable service - temporary or permanent - subject to the provision of clause 38.  
It will be administered as below:-

24.1. The family pension will be admissible in case of death while in service or after retirement, if at the time of death, a retired officer was in receipt of a compensation, invalid, retiring or superannuation pension. In case of death while in service, the employee should have completed a minimum period of one year in service.

24.2. 'Family' for purposes of this scheme will include the following relatives of the employee. :

- (a) Wife in the case of a male officer;
- (b) Husband in the case of a female officer;
- (c) Minor Sons;
- (d) Unmarried minor daughters.

Notes:- (i) (c) and (d) will include adopted legally before retirement.  
(ii) Marriage after retirement will not be recognised for the purpose of the Scheme.

24.3. The pension will be admissible:

- (a) In the case of widow/widower upto the date of death or remarriage whichever is earlier.
- (b) In the case of a minor son until he attained the age of 18 years.
- (c) In the case of an unmarried daughter until she attains the age of 21 years or marriage whichever is earlier.

Note (1) Where an employee is survived by more than one widow, the pension will be paid to them in equal shares. On the death or remarriage of a widow, her share of pension will become payable to her eligible minor child. If at the time of her death/remarriage a widow leaves no eligible minor child, the payment of her share of pension will cease.

(2) Where an employee is survived by a widow but has left behind an eligible minor child from another wife, the eligible minor child will be paid the share of the pension which the mother would have received if she had been alive at the time of death of the employee.

24.4. Except as provided in the note below sub-clause 24.3 above pension awarded under this scheme will not be payable to more than one member of an employee family at the same time. It will be first admissible to the widow/widower and thereafter to the eligible minor children.

24.5. In the event of remarriage or death of widow/widower the pension will be granted to the minor children through their natural guardian. In disputed cases, however, payments will be made through a legal guardian.

24.6. Every employee eligible to the benefit of the above scheme will be required to surrender a portion of gratuity where admissible equal to two months' emoluments or 'pay' as the case may be subject to a maximum of Rs.3,600. Where an employee governed by this Scheme retires as a bachelor, who has not adopted any child, no deduction from his gratuity will be made. In case where the gratuity admissible is less than two months' pay, the same will be resumed by University against the family pension Benefit admissible under the scheme.

Note:- In the case of employees retiring without wife/husband or minor children including the adopted children the deduction of two months' pay/emoluments

from the gratuity will not be made as in the case of bachelor.

24.7. Under the scheme the following benefits will be awarded:

24.8. If the employee has put in 7 years of service or more prior to his death, for a period of 7 years from the date of death or till the date on which the employee would have reached the normal age of superannuation had he remained alive, whichever period is shorter, the pension payable will be at 50% of pay subject to a maximum of twice the pension admissible under 24.9 below:-

24.9. If the employee has not put in 7 years of service prior to death or after 7 years of payment as in 24.8 above, the rate of family pension will be as under:-

<u>Pay of the employee</u>	<u>Monthly pension of widow/ widower/children</u>
1. Rs.800 and above	12% of pay subject to a maximum of Rs. 150.
2. Rs.200 and above but below Rs.800.	15% of pay subject to a maximum of Rs.96 and minimum of Rs.60.
3. Below Rs.200	30% of pay subject to a minimum of Rs.25.

Note: "Pay" for this purpose shall mean the pay which the employee was drawing on the date of his death while in service or immediately before his retirement. If on the date of his death, while in service, or immediately before his retirement, an employee has been absent from his duty on leave (including extraordinary leave) or suspension, pay means the pay which he drew immediately before proceeding on such leave or suspension.

25. All employee entitled to be benefit of family pension shall be required to furnish details of %

of their family as defined in sub-clause 24.2. above, i.e. the date of birth of each member with his/her relationship with employee. This statement shall be countersigned by the Finance Officer and pasted in the service record of the employee. The employee will, thereafter be required to keep the statement upto date. Additions and alterations in this statement will be made by the Finance Officer from time to time on receipt of information from the employee concerned.

Officer

26. In cases where death occurs while in service the Finance Officer on receiving information of death of an employee while in service shall send a letter as prescribed in Form IX to the family of the deceased and ask for necessary documents mentioned therein. On receiving documents the Finance Officer shall take necessary action to sanction the pension to the eligible member of the family.

contd.....41/-

SECTION V

EXTRAORDINARY PENSION AND GRATUITY

27. Extraordinary pension and gratuity may be sanctioned by the Executive Council of the University on the advice of an ad-hoc committee when an employee sustains injury or dies as a result of an injury or is killed. In making the award the Executive Council will take into consideration the degree of the fault or contributory negligence on the part of an employee who sustains injury or dies as a result of an injury or is killed.

The said ad-hoc committee shall consist of five members, four appointed by the Executive Council from amongst themselves and fifth member will be the representative from the Ministry of Finance, Government of India.

28. For the purpose of these / , injury shall be classified as follows:

Class A: Injuries caused as a result of special risk of office which have resulted in the permanent loss of an eye or a limb or are of a more serious nature.

Class B: Injuries caused as a result of special risk of office and equivalent in respect of the degree of disablement which they cause to the loss of a limb or are very severe; or injury caused as result of risk of office which have resulted in the permanent loss of an eye or a limb, or are of a more serious nature.

Class C: Injuries caused as a result of special risk of office which are severe, but not very severe, and likely to be permanent or injuries caused as a result of risk of office which are equivalent, in respect of the degree of disablement

which they cause, to the loss of a limb or which are very severe or severe and likely to be permanent.

29. If an employee sustains an injury which falls within Class 'A' he shall be awarded:

- (a) a gratuity of the applicable amount specified in schedule 'D' and
- (b) with effect from the date following the expiry of one year from the date of injury.
  - i) if the injury has resulted in the permanent loss of more than one limb or one eye, a permanent pension of the applicable amount specified in Schedule 'D' for a higher scale pension; and
  - ii) in other cases, a permanent pension the amount of which shall not exceed the applicable amount specified in Schedule 'D' for a higher scale pension and shall not be less than half that amount.

30. If an employee sustains an injury which falls within Class 'B' he shall be awarded:

- (a) if the injury has resulted in the permanent loss of an eye or a limb or is of more serious nature, a permanent pension, with effect from the date of the injury, of an amount which shall not exceed the applicable amount specified in Schedule 'D' for a lower scale pension and shall not be less than half that amount;
- (b) in other cases --
  - i) for a period of one year with effect from the date of the injury a temporary pension the amount of which shall not exceed the applicable amount specified in Schedule 'D' for a lower scale pension and shall not be

less than half that amount, and thereafter;

- ii) a pension within the limit specified in sub-clause (i) if the Consulting Medical Officer of the University from year to year certifies that the injury continues to be very severe.

31. If an employee sustains an injury which falls within Class 'C' he shall be awarded a gratuity of the applicable amount specified in Schedule 'D' if the Consulting Medical Officer of the University certifies that the employee is likely to be unfit for service for a year, or a proportionate amount subject to a minimum of one-fourth, the amount so specified if he is certified to be likely to be unfit for less than a year.

31.1 Provided that in cases where the injury is equivalent in respect of the degree of disablement which it causes to the loss of a limb, the Executive Council may award, if it thinks fit, in lieu of the gratuity a person not exceeding the amount admissible under clause (b) of Clause 30.

sub

32. A temporary pension awarded under this <sup>statute</sup> clause may be converted into a permanent injury pension --

- (a) when the employee is rendered invalid out of service on account of the injury in respect of which the temporary pension was awarded, or
- (b) when the temporary pension has been drawn for not less than five years, or
- (c) at any time if the Consulting Medical Officer certifies that he sees no reason to believe that there will ever be a perceptible decrease in the degree of disablement.

33. The award shall be made to the widow and children of an employe as follows:

- (a) If the employe be killed or dies of injury received as a result of 'special risk' of office -
  - i) a gratuity of the applicable amount specified in Schedule 'E' and
  - ii) a pension the amount of which shall not exceed the applicable amount specified in Schedule 'E'
- (b) if the member of the staff is killed or dies of injury received as a result of 'risk of office', a pension the amount of which shall not exceed the applicable amount specified in Schedule 'E'.

Note: The rates in Schedule 'E' are subject to the condition that the pension payable to a child/children will in no case be less than the amount of pension which would have been admissible to him/them had the provisions of the family pension been applied (Section IV).

33.1. Provided that if the pay of the deceased member of staff was less than Rs.200, the monthly pension or the sum of pension that may be granted under this section, shall not, irrespective of the rates (including the minimum limits) specified in Schedule 'E' exceed the limit of one half of his pay; and, if in any case the sum of such pension calculated under Schedule 'E' exceeds the limit of one half of his pay, such a Prorate reduction shall be made in the amount of each individual pension as will reduce the sum to such limit.

33.2. Provided further that for a period of 7 years from the date of death or till the date on which the employe would have reached the normal age of superannuation had he remained alive, whichever period is shorter, the pension payable will be at 50% of the pay last drawn subject to a maximum of twice the pension admissible under clause 24 (Section IV), if the employe has rendered continuous service for not less than 7 years.



34. If the deceased member of the staff has left neither a widow nor a child, an award may be made to his father and his mother individually or jointly and in the absence of the father and the mother the minor brothers and sisters, individually or collectively, if they were largely dependent on the employee for support and are in pecuniary need.

34.1 Provided that the total amount of the awards shall not exceed one-half of the pension that would have been admissible to the widow under the preceding clause.

34.2 Provided further that each minor brother's or sister's share shall not exceed the amount of pension specified in Schedule 'E' for a child who is not motherless.

clause

35. Any award made under  $\angle$  37 will, in the event of an improvement in the pecuniary circumstances of the pensioner, be subject to review in such manner as the Executive Council may by order prescribe.

36. An Extraordinary family pension will take effect from the day following the death of the employee or from such other date as the Executive Council may decide.

37. An Extraordinary family pension will ordinary be tenable --

(a) in the case of a widow or mother until death or remarriage whichever occurs earlier;

(b) in the case of a minor son, or minor brother, until the age of 18;

(c) in the case of an unmarried daughter or minor sister, until marriage or until she attains the age of 21, whichever ever occurs earlier;

(d) in the case of a father, for life;

38. The family of the employee dying as a result of 'risk of office' or 'special risk of office' who are paid pension etc., under 33 will not be entitled to the family pension under Section IV.

/clause

39. When a claim for any injury pension or gratuity or family pension arises under any of the 33 in this Section, the officer in charge of the office or the department or section in which the injured, or the deceased, was employed will forward the claim to the Executive Council through the Finance 33 with the following documents:

/Officer

- (a) a full statement of circumstances in which the injury was received, the disease was contracted or the death occurred;
- (b) the application for injury pension or gratuity in Form X or as to the case may be, the application for family pension in Form XI, in the Annexure;
- (c) in the case of an injured member of the staff or one who has contracted a disease, a medical report in Form XII in the Annexure. In the case of deceased member of the staff, a medical report as to the death or reliable evidence as to the actual occurrence of the death if the member of the staff lost his life in such circumstances that a medical report cannot be secured,

contd....47/-

APPENDIX 'B'

CONTRIBUTORY PROVIDENT FUND-CUM-GRATUITY SCHEME

SECTION - I

CONTRIBUTORY PROVIDENT FUND

1. Application

The provisions of the Contributory Provident Fund Rules will be applicable to those employees who are eligible to (see clause 5 of the Statute) and opt for Contributory Provident Fund-Cum-Gratuity Scheme.

2. In these rules, "emoluments" means pay, leave salary or subsistence grant and includes:-

- (i) Special Pay
- (ii) Personal Pay
- (iii) Dearness Pay appropriate to pay, leave salary or subsistence grant, if admissible.
- (iv) Any wages paid by the University to employees not remunerated by fixed monthly pay.
- (v) Any remuneration of the nature of pay received in respect of foreign service.

3. A wholetime employee on confirmation shall subscribe monthly to the University Contributory Provident Fund. The Provident Fund deductions will be made after confirmation, with effect from the date of appointment.

Provided that persons appointed in wholetime service for a period of not less than one year or persons appointed as wholetime servants in a temporary capacity and who have completed one year of service shall be entitled to subscribe to the Provident Fund from the date of appointment. Part-time servants and other temporary incumbents of posts shall not be so entitled.

A person appointed on probation against a substantive vacancy shall be entitled to subscribe to the Fund from the date of his appointment. The University's contribution shall, however, be credited with retrospective effect to his account after he has been confirmed.

Arrears of subscriptions in such cases may be paid in not more than 12 monthly instalments for each year of service. The University's contribution shall be credited to the account of the subscriber at the end of each financial year to the extent of his own subscription during the year subject to final adjustment after arrears are realised in full.

4. Persons who are in receipt of any pension from Government or any local fund administered by Government or any other institution if re-employed in the University, may be permitted to subscribe to the Provident Fund provided that where the term of re-employment is initially for a year or less but is later extended so as to exceed one year, the contribution with interest will be credited only after the completion of one year's re-employed service. The contribution with interest shall be payable for the entire period for which the re-employed pensioner is allowed to contribute to the Fund if such period exceeds one year.

5. Transfer of an employee from one University to another:

The Executive Council may in the case of a person appointed from another University permit the transfer to the Fund of any moneys standing to his credit in any recognised Provident Fund to which he was a subscriber immediately before his appointment in the University, and may, with his consent, make such arrangements with the authorities of that other Provident Fund for the purposes of the transfer, whether in the form of cash or of securities or of both, as may be convenient.

6. Nominations:

A subscriber shall at the time of joining the Fund send to the Finance Officer, a nomination in the manner provided in Clause 1 of Section I of Appendix 'A' to this Statute.

7. Subscriber's Accounts:

An account shall be opened in the name of each subscriber, in which shall be credited:-

(i) the subscriber's subscriptions;

- (ii) contributions made under clause 10 by the University to his account;
- (iii) interest as provided by clause 11 on subscriptions;
- (iv) interest as provided by clause 11 on contributions; and
- (v) advances and withdrawals from the fund.

8. Conditions of subscriptions:

- (i) Every subscriber shall subscribe monthly to the Fund when on duty in the service of the University or on foreign service except during the period when he is under suspension.
- (ii) A subscriber may, at his option, not subscribe during the period of leave other than leave of less than 30 days duration. He shall intimate his option to the Finance Officer and option once intimated shall be final. Failure to make due and timely intimation shall be deemed to constitute an election to subscribe.
- (iii) A subscriber on reinstatement after a period passed under suspension shall be allowed the option of paying in one lump sum, or in instalments any sum not exceeding the maximum rate prescribed in these rules.

9. Rates of subscriptions:

(1) The amount of subscription shall be fixed by the subscriber himself subject to the following conditions, namely:-

- (a) It shall be expressed in whole rupee (50 paise and above counting as the next higher rupee). In the case of subscription at the minimum rate, the rounding off will be to the next higher rupee.
- (b) It may be any sum, so expressed, not less than 8-1/3% of his emoluments and not more than his emoluments.

(2) For the purpose of sub-clause (1), the emoluments of a subscriber shall be determined as provided in clause 5 of Appendix 8A' to this Statute.

(3) The amount of subscription may be enhanced or reduced, subject to the limit specified in this rule, once at any time during the course of a financial year.

10. Contribution by the University:

(i) The University shall with effect from the 31st March of each year make a contribution to the account of each subscriber.

Provided that if a subscriber quits the service or dies during a year contribution shall be credited to his account for the period between the close of the preceding year and the date of casualty.

Provided further that no contribution shall be payable in respect of any period for which the subscriber is permitted under the rules not to, or does not, subscribe to the Fund.

(ii) The contribution shall be 8% of the subscriber's emoluments drawn on duty during the year or period as the case may be.

(iii) Should a subscriber elect to subscribe during leave, his leave salary for the purpose of this rule, be deemed to be emoluments drawn on duty.

(iv) The amount of contribution payable shall be rounded to the nearest rupee (fifty paise or more counting as the next higher rupee).

11. Interest:

The University shall pay to the credit of the account of each subscriber, interest as provided in clause 6 of Section I of Appendix 'A' to this Statute.

12. Advances from the Fund:

Advances from the Fund and recovery thereof shall be governed as provided in clause 7 of Section I of Appendix 'A' to this Statute.

13. Withdrawals from the Fund:

Withdrawals from the Fund may be sanctioned by the Vice-chancellor subject to the condition specified in clause 6 of Section I of Appendix 'A' to this Statute.

14. Conversion of an advance into a withdrawal :

A subscriber who has drawn an advance under clause 12 for any of the purpose specified in sub-clause (a), (b) and (c) of clause 8 of Section I of Appendix 'A' to this Statute may convert, at his discretion, by written request addressed to the Vice-Chancellor, the balance outstanding against it into a final withdrawal on his satisfying the conditions laid down in clause 13.

15. Circumstances in which accumulation-s become payable:

The final payment of the amount standing to the credit of a subscriber shall become payable in the circumstances stated in clauses 9, 10 and 11 of Section I of Appendix 'A' to this Statute and shall be made in the manner provided therein, subject to any deduction under clause 16 below. The payment shall be sanctioned by the Executive Council in case of persons appointed by it and in other cases by the Vice-chancellor.

16. Deductions:

Subject to the conditions that no deduction may be made which reduces the credit by more than the amount of any contributions by the University with interest thereon, credited under <sup>clauses</sup> 10 and 11 before the amount standing to the credit of a subscriber in the Fund is paid out of the Fund, the Vice-Chancellor/Executive Council in the case of employees appointed by it, may direct deduction therefrom and payment to the University of -

- (a) any amount, if a subscriber has been dismissed from service for grave misconduct; Provided that, if the order of dismissal is subsequently cancelled, the amount so deducted shall, on his reinstatement in the service, be replaced at his credit in the Fund;
- (b) any amount, if a subscriber resigns his employment under the University within five years of the commencement thereof, otherwise than by reason of superannuation or a declaration by competent medical authority that he is unfit for further service.
- (c) any amount, due under a liability incurred by the subscriber, to the University.

17. Assignment :

The University will not be bound nor will recognise any assignment or encumbrance executed or attempted to be created which effects the disposal of the amount standing to the credit of a subscriber who dies before the amount becomes payable.

18. (1) When the amount standing to the credit of a subscriber in the Fund, or the balance thereof after any deduction under rule 16, becomes payable, it shall be the duty of the Finance Officer to make payment on receipt of a written application as provided in sub-clause (3). In cases, however where no deduction has been directed under / 16, the Finance Officer shall satisfy himself, before making the payment, that no such deduction is to be made.

/Clause

(2) If the person to whom, under these rules, any amount is to be paid is a lunatic for whose estate a manager has been appointed in this behalf under the Indian Lunacy Act IV of 1912, the payment will be made to such manager, and not to the lunatic.

(3) Any person who desires to claim payment under this rule shall send a written application in that behalf to the Finance Officer. Payment of amounts shall be made in India only. The persons to whom the amounts are payable shall make their own arrangements to receive payment in India.

Note: (1) When the amount standing to the credit of a subscriber has become payable under clause 15, the Finance Officer shall effect prompt payment of that portion of the amount standing to the credit of a subscriber in regard to which there is no dispute or doubt, the balance being adjusted as soon as after may be.

(2) Sums of which payment has not been taken within six months after they become payable under these rules, shall be



transferred to 'Deposits' at the end of the year and treated as under the ordinary rules relating to deposits.

19. Investment of Fund :

The deposits shall be made to the Fund as soon as possible after the monthly accounts are closed. The balance in the Fund shall be kept and invested as provided in clause 13 of Section I of Appendix 'A' to this Statute.

20. Annual Statement of Account :

The accounts of the Fund shall be audited once a year and a statement of the account to the credit of each subscriber shall be furnished to him in the manner provided in clause 13 of Appendix 'A' to this Statute.

SECTION II

GRATUITY

21. Permanent employees and employees on fixed term contract:

An employee who has completed five years of service at the University shall be granted gratuity in accordance with the scale of gratuity indicated in clause 22. The gratuity shall be payable on his retirement or relinquishment of service of the University. In the event of his demise this gratuity shall be payable to the nominee or nominees of the deceased in the manner prescribed (Annexure forms V to VIII). No gratuity shall be payable on resignation from the service of the University or dismissal or removal from it for misconduct, insolvency or inefficiency not due to age.

22. The amount of gratuity shall be one-fourth of the emoluments of an employee for each completed six months period of qualifying service subject to a maximum of fifteen times the emoluments. In the event of death of an employee while in service, the gratuity shall be subject to a minimum of twelve times the emoluments of the employee at the time of his death.

Provided that in no case it shall exceed Rs. 24,000.

23. If an employee who has completed five years of service dies within a period of five years after he retires from the service of the University and the sums actually received by him at the time of death on account of University's share of contribution to the C.P. Fund, together with the gratuity under the above rules, is less than the amount equal to 12 times the emoluments, a gratuity equal to deficiency shall be granted to the person or persons nominated by him.

24. If the employee dies before completing five years of service, his family will be eligible for a gratuity to six times his emoluments at the time of his death, except in cases in which death occurs in the first year of service, when the gratuity admissible shall be equal to two months' emoluments.

25. Temporary Employees shall be granted the following gratuities:

(1) Terminal Gratuity : A temporary employee who retires on superannuation or is discharged on account of retrenchment or is declared invalid for further service will be eligible for a gratuity at the ratio of one-third of a month's pay for each completed year of service, provided that he has completed not less than five years of continuous service at the time of retirement, discharge or invalidment.

(2) Death Gratuity : The family of temporary employee who dies while in service will be eligible for a death gratuity on the scale and subject to the conditions specified below:-

- |   |   |
|---|---|
| (a) On death after completion of one year of service but before completion of three years of service.   | A gratuity equal to one month's pay   |
| (b) On death after completion of three years of service but before completion of five years of service. | A gratuity equal to two months' pay   |
| (c) On death after completion of five years of service or more.   | A gratuity equal to three months' pay or the amount of terminal gratuity mentioned in clause 25(1) above whichever is more. |

Note:- For the purpose of determining the terminal or death gratuity under this clause 'pay' will mean only basic pay and also dearness pay (if any) at the time of relinquishing service or of death as the case may be. It will not include special pay, personal pay and other emoluments classed as pay. In case the employee concerned was on leave with or without allowances immediately before retirement, discharge, invalidment or death, pay for this purpose will be pay which he would have drawn had he not proceeded on such leave.

contd....56/-

SCHEDULE 'A'

SCALE OF PENSION

(See clause 16 of Appendix 'A')

Completed six monthly periods of qualifying service	Scale of pension	Maximum pension (in Rs.) per annum
20	10/80th of average emoluments	2,700
21	10 1/2/80th of "	2,835
22	11/80th of "	2,970
23	11 1/2/80th of "	3,105
24	12/80th of "	3,240
25	12 1/2/80th of "	3,375
26	13/80th of "	3,510
27	13 1/2/80th of "	3,645
28	14/80th of "	3,780
29	14 1/2/80th of "	3,915
30	15/80th of "	4,050
31	15 1/2/80th of "	4,185
32	16/80th of "	4,320
33	16 1/2/80th of "	4,455
34	17/80th of "	4,590
35	17 1/2/80th of "	4,725
36	18/80th of "	4,860
37	18 1/2/80th of "	4,995
38	19/80th of "	5,130
39	19 1/2/80th of "	5,265
40	20/80th of "	5,400
41	20 1/2/80th of "	5,535
42	21/80th of "	5,670
43	21 1/2/80th of "	5,805
44	22/80th of "	5,940
45	22 1/2/80th of "	6,075

Completed six monthly periods of qualifying service	Scale of Pension	Monthly pension
46	23/80th of average emoluments	6,210
47	23 1/2/80th of "	6,345
48	24/80th of "	6,480
49	24 1/2/80th of "	6,615
50	25/80th of "	6,750
51	25 1/2/80th of "	6,885
52	26/80th of "	7,020
53	26 1/2/80th of "	7,155
54	27/80th of "	7,290
55	27 1/2/80th of "	7,425
56	28/80th of "	7,560
57	28 1/2/80th of "	7,695
58	29/80th of "	7,830
59	29 1/2/80th of "	7,965
60	30/80th of "	8,100

SCHEDULE 'B'  
 COMMUTATION VALUE FOR A PENSION OF RUPEES  
 ONE PER ANNUM

(See clause 17.3 of Appendix 'A')

Age next birthday	Commutation value expressed as No. of years' purchase	Age next birthday	Commutation value expressed as No. of years' purchase	Age next birthday	Commutation value expressed as No. of years' purchase
17	20.33	40	16.30	63	9.08
18	20.22	41	16.04	64	8.68
19	20.11	42	15.77	65	8.34
20	19.99	43	15.49	66	8.00
21	19.87	44	15.21	67	7.87
22	19.75	45	14.92	68	7.34
23	19.61	46	14.62	69	7.02
24	19.48	47	14.32	70	6.70
25	19.33	48	14.02	71	6.39
26	19.18	49	13.71	72	6.09
27	19.02	50	13.39	73	5.80
28	18.86	51	13.07	74	5.51
29	18.69	52	12.75	75	5.23
30	18.51	53	12.42	76	4.96
31	18.32	54	12.09	77	4.70
32	18.13	55	11.75	78	4.45
33	17.93	56	11.42	79	4.20
34	17.72	57	11.08	80	3.97
35	17.50	58	10.73	81	3.75
36	17.28	59	10.39	82	3.54
37	17.05	60	10.05	83	3.34
38	16.80	61	9.70	84	3.15
39	16.56	62	9.36	85	2.97

Note: This table is based on a rate of interest of 4% per annum.

SCHEDULE 'C'

SCALE OF GRATUITY

(see clause 14 and 18 of Appendix 'A')

Clause 18 of Appendix 'B'

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Completed six monthly periods of qualifying service	Scale of Gratuity
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1	1/2 months emoluments
2	1 " "
3	1 1/2 " "
4	2 " "
5	2 1/2 " "
6	3 " "
7	3 1/2 " "
8	4 " "
9	4 3/8 " "
10	4 3/4 " "
11	5 1/8 " "
12	5 1/2 " "
13	5 7/8 " "
14	6 1/4 " "
15	6 5/8 " "
16	7 " "
17	7 3/8 " "
18	7 3/4 " "
19	8 1/8 " "

20 and above 1/4 of the 'emoluments' for each completed six monthly period of qualifying service, subject to a maximum of 15 times the 'emoluments' provided that in no case it shall exceed Rs. 24,000.

## SCHEDULE 'D'

## SCALE OF INJURY GRATUITY AND PENSION

(See ~~Clause 29~~, 30, 31 of Appendix 'A')

Pay of employee on the date of injury	Gratuity	Monthly pension higher scale	Monthly pension lower scale
1. Rs. 2,000 and above		Rs. 300	Rs. 225
2. Rs. 1,500 and over but under Rs. 2,000	3 months pay subject to minimum of Rs.800.	275	200
3. Rs. 1,000 and over but under Rs.1,500		200	150
4. Rs.900 and over but under Rs. 1,000		150	125
5. Rs. 400 and over but under Rs. 900		100	85
6. Rs. 350 and over but under Rs. 400		85	70
7. Rs. 200 and over but under Rs. 350		67	50
8. Under Rs. 200		4 months' pay	1/3rd of pay subject to a minimum of Rs.8 per mensem.

contd...61/-



## SCHEDULE 'B'

## FAMILY GRATUITY AND PENSION

(See Clause 33 &amp; 34 of Appendix 'A')

## A-WIDOW

Pay of the employee on the date of injury	Gratuity	Monthly pension
1. Rs. 800 and over	3 months' pay subject to a minimum of Rs. 200	20% of pay subject to a maximum of Rs. 275.
2. Rs. 200 and over but under Rs. 800		25% of pay subject to a maximum of Rs. 150 and minimum of Rs. 75.
3. Under Rs. 200	4 months' pay	45% of pay subject to a maximum of Rs. 75 and minimum of Rs. 40.

## B - CHILDREN

Pay of the employee on the date of death	Monthly pension of each child	
	If the child is motherless.	If the child is not motherless.
1. Rs. 800 and over.	Rs. 60	Rs. 25
2. Rs. 250 and over but under Rs. 800	Rs. 37.50	Rs. 13
3. Under Rs. 250.	15% of pay subject to a minimum of Rs. 4.	1/20 of pay subject to a minimum of Rs. 3

SCHEDULE 'F'

CLASSIFICATION OF INJURIES

(See Clause (2) (p) of Short title, Definitions etc.)

Equal to loss of limb

Hemiplegia without aphasia.

Permanent use of a tracheotomy tube.

Artificial anus.

Total deafness of both ears.

Very Severe

Complete unilateral facial paralysis, likely to be permanent.

Lesion of kidney, ureter or bladder.

Compound fractures (except phalanges).

Such gross destruction of soft parts as to lead to permanent disability or loss of function.

Severe and likely to be permanent

Ankylosis of or considerable restriction in the movement of one of the following joints:

Knee, elbow, shoulder, hip, ankle, temporo-maxillary or rigidity of the dorsilumbar or cervical section of the spine.

Partial loss of vision of one eye.

Destruction or loss of one testicle.

Retention of foreign bodies not causing permanent or serious symptoms.

ANNEXURE

FORM OF NOMINATION

FORM 1

When the subscriber has a family and wishes to nominate one member thereof.

(See Clause 1.3 of Appendix 'A')

I hereby nominate the person mentioned below who is a member of my family as defined in Regulation 2.4 of the General Provident Fund-cum-Pension-cum-Gratuity Rules of the University of ..... to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable, or having become payable, has not been paid :

Name and address of the nominee	Relationship with subscriber	Age	Contingencies on the happenings of which the nomination shall become invalid.	Name, address and relationship, if any, to whom the right of the nominee shall pass in the event of the nominee predeceasing the subscriber.
---------------------------------	------------------------------	-----	---	--

Dated this ..... day of ..... 19.... at .....

(Signature of the subscriber)  
Designation.....  
Department.....

Two witnesses to signature  
1.....  
2.....

ANNEXURE  
FORM OF NOMINATION  
FORM II

When the subscriber has a family and wishes to nominate more than one member thereof.

(See Clause 1.3 of Appendix 'A')

I hereby nominate the persons mentioned below, who are members of my family as defined in Regulation 3.4 of the General Provident Fund-cum-Pension-cum-Gratuity Rules of the North Eastern Hill University to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable; or having become payable has not been paid, and direct that the said amount shall be distributed among the said persons in the manner shown below against their names:

Name and address of the nominees	Relationship with subscriber	Age	*Amount or share of accumulation to be paid to each.	Contingencies on the happening of which the nomination shall become invalid	Name, address and relationship of the person or persons, if any, to whom the right of nominee shall pass in the nominee's predeceasing the subscriber
----------------------------------	------------------------------	-----	--	---	---

Dated this ..... day of ..... 19.....  
at .....

(Signature of the subscriber)

Designation .....

Department .....

Two witnesses to signature

1.....

2.....

\* Note: This column should be filled in so as to cover the whole amount that may stand to the credit of the subscriber in the Fund at any time.

ANNEXURE  
FORM OF NOMINATION  
FORM III

When the subscriber has no family and wishes to nominate one person

(See Clause 1.3 of Appendix 'A')

I having no family as defined in Regulation 2.4 of the General Provident Fund-cum-Pension-cum-Gratuity Rules of the University of ..... hereby nominate the person mentioned below, to receive the amount that may stand to my credit in the event of my death before that amount has become payable, or having become payable has not been paid:

Name and address of the nominee	Relationship with subscriber	Age	Contingencies on the happening of which the nomination shall become invalid.	Name, address and relationship of the person or persons, if any, to whom the right of the nominee shall pass in the event of the nominee's predeceasing the subscriber.
---------------------------------	------------------------------	-----	--	---

Dated this ..... day of ..... 19...at .....

(Signature of the subscriber)  
Designation.....  
Department .....

Two witnesses to signature:

1. ....
2. ....

\* Note: Where a subscriber who has no family makes a nomination, he shall specify in this column that the nomination shall become invalid in the event of his subsequently acquiring a family.

**ANNEXURE**  
**FORM OF NOMINATION**  
**FORM IV**

When the subscriber has no family and wishes to  
nominate more than person

(See Clause 1.3. of Appendix 'A')

I having no family as defined in Regulation 2.4 of the General Provident Fund-cum-Pension-cum-Gratuity Rules of the University of ..... hereby nominate the persons mentioned below, to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable or, having become payable has not been paid, and direct that the said amount shall be distributed among the said persons in the manner shown below against their names:

Name and address of the nominee	Relation-ship with subscriber	Age	Amount or share of accumulation to be paid to each,	Contingencies on the happening of which the nomination shall become invalid	Name, address and relationship of the person, if any, to whom the right of the nominee shall pass in the event of the nominee's predeceasing the subscriber.

Dated this ..... day of ..... 19.... at .....

(Signature of the subscriber)  
Designation .....  
Department .....

Two witness to signature:

1. ....
2. ....

\* This column should be filled in so as to cover the whole amount that may stand to the credit of the subscribers in the Fund at any time.

↓ Where a subscriber who has no family makes a nomination he shall specify in this column that the nomination shall become invalid in the event of his subsequently acquiring a family.

ANNEXURE  
FORM OF NOMINATION  
FORM V

NOMINATION FOR DEATH-CUM-RETIREMENT GRATUITY

When the employee has a family and wishes to nominate one member thereof

(Sec - Clause 18 of Appendix 'A' and Regulation 2 of Appendix 'B')

I hereby nominate the person mentioned below who is a member of my family, and confer on him the right to receive any gratuity that may be sanctioned by the University ..... in the event of my death while in service and the right to receive on my death any gratuity which having become admissible to me on retirement may remain unpaid at my death:

Name and address of the nominee	Relationship with the employee	Age	Contingencies on the happening of which the nominee shall become invalid.	Name, address and relationship of the person or persons, if any, to whom the right conferred on the nominee shall pass in the event of the nominee predeceasing the employee or the nominee dying after the death of the employee but before receiving payment of the gratuity.	Amount or share of gratuity payable to each.
.....	.....	.....	.....	.....	.....

The nomination supersedes the nomination made by me earlier on ..... which stands cancelled.

Dated this ..... day of ..... 19.... at .....

(Signature of the employee)

Two witnesses to signature:

- 1.....
- 2.....

Note: The last column should be filled in so as to cover the whole amount of gratuity.

Nomination by ..... Department.:::.....  
Designation .....

Two witnesses to signature:

- 1. ....
- 2. ....

Note: The last column should be filled in so as to cover the whole amount of gratuity.

Nomination by .....

Designation .....

Department .....

.....

Signature of ~~Finance~~ Officer

Date .....

contd...69/-



**ANNEXURE**  
**FORM OF NOMINATION**  
**FORM VI**  
**NOMINATION FOR GRATUITY**

When the member of staff has a family and wishes to nominate more than one member thereof.

(See Clause 18 of Appendix 'A' and Regulation 2 of Appendix 'B')

I hereby nominate the persons mentioned below, who are members of my family, and confer on them the right to receive, to the extent specified below; any gratuity that may be sanctioned by the University in the event of my death while in service and the right to receive on my death, to the extent specified below, any gratuity which having become admissible to me on retirement may remain unpaid at my death:

Name and addresses of nominees	Relationship with the employee.	Age	Amount or share of gratuity payable to each.	Contingencies on the happening of which the nomination shall be valid.	Name, address and relationship of the person or persons, if any, to whom the right to be conferred on nominee shall pass in the event of the nominee predeceasing the employee or the nominee dying after the death of the employee but before receiving payment of the gratuity.	Amount or share of gratuity payable to each.

This nomination supersedes the nomination made by me earlier on ..... which stands cancelled.

Note: The member of staff shall draw lines across the blank space below the last entry to prevent the insertion of any name after he has signed.

Dated this ..... day of ..... 19 ..... at .....

.....

Signature of employee

Two witnesses to signature:

1.....

2.....

- Note: 1. Fourth column should be filled in so as to cover the amount of gratuity.
2. The amount/share of gratuity shown in last column should be the whole amount/share payable to the original nominees.

Nomination by .....

Designation .....

Department .....

.....

Signature of the ~~Finance~~ <sup>Personnel</sup> Office

Dated .....

ANNEXURE  
FORM OF NOMINATION  
FORM VII

NOMINATION FOR ADDITIONAL GRATUITY

When the employee has no family and wishes to nominate one person.

(See Clause . Appendix 'A' and Regulation 2 of Appendix 'B')

I, having no family, hereby nominate the person mentioned below and confer on him the right to receive any gratuity that may be sanctioned by the University..... in the event of my death while in service and the right to receive on my death any gratuity which having become admissible to me on retirement remains unpaid at my death:

---

Name and Relation- address ship with of the the emplo- nominee yee.	Age	Contingencies on the happen- ing of which nomination shall become invalid.	Name, address and relation- ship of the person or per- sons, if any, to whom the right confe- rred on the nominee shall pass in the event of the nominee dying after the death of the employee but before rece- iving pay- ment of the gratuity.	Amount or share of gratuity payable to each.

---

This nomination supersedes the nomination made by me earlier on ..... which stands cancelled.

Dated this ..... day of ..... 19..... at .....

.....

Signature of employee

Two witnesses to signature:

1.....

2.....

Nominated by .....

Designation .....

Department .....

.....

Signature of Finance Officer

Dated .....

ANNEXURE  
FORM OF NOMINATION  
POST-VIFE

NOMINATION FOR AD VIFE GRATUITY

When the employee has no family and wishes to nominate more than one person.

(See clause 16 of Appendix 'A' and Regulation 2 of Appendix 'B')

I, having no family, hereby nominate the persons mentioned below and confer on them the right to receive to the extent specified below, any gratuity that may be sanctioned by the University in the event of my death while in service and the right to receive on my death, to the extent specified below any gratuity which having become admissible to me on retirement may remain unpaid at my death:

Name and addresses of nominees	Relation-ship with the employee	Age	Amount* or share of gratuity payable to each.	or Contin-gencies on the happen-ing of which the nomina-tion shall become invalid.	Name, address and relation-ship of per-sons, if any, to whom the right conferred on the nominee shall pass in the event of the nominee predeceasing the employee or the nominee dying after the death of the employee but before receiving payment of the gratuity.	Amount or share of gratuity payable to each.

- 
- 
- \*Note: 1. This column should be filled in so as to cover the whole amount of gratuity.
  - 2. The amount/share of gratuity shown in last column should cover the whole amount of share payable to the original nominees.

This nomination supersedes the nomination made by me earlier on .....which stands cancelled.

Note: The employee should draw lines across blank space below the last entry to prevent the insertion of any name after he has signed.

Dated this ..... day of ..... 19.... at .....

.....

Signature of the employee  
Dated .....

Two witnesses to signature:

- 1. ....
- 2. ....

Nominated by .....  
Designation .....  
Department .....

.....

Signature of Finance Officer  
Dated.....

ANNEXURE

FORM IX

FORM OF FAMILY PENSION

(See Clause 26 of Appendix 'A')

Subject: Payment of family pension in respect of the late Shri/Smt.....

The undersigned has learnt with regret the death of Shri/Smt.....

(Designation)

in this University and is directed to inform you that under Regulation ..... of Appendix A to Central Universities' Retirement Benefit Rules you are entitled to Family Pension for life/till attaining the date of majority.\*

I am accordingly to suggest that formal claim of the grant of family pension may be submitted by you in the enclosed form along with the following documents:

- 1. Death Certificate.
- 2. Two copies of passport size photograph duly attested by a gazetted officer.
- 3. Guardianship certificate where pension is admissible to the minor children.

(Designation).

To

.....  
.....  
.....

\* where family pension is admissible to the minor children.

ANNEXURE  
FORM X

FORM OF APPLICATION FOR INJURY PENSION OR GRATUITY

(See Clause 39 of Appendix 'A')

- 1. Name of applicant .....
- 2. Father's name .....
- 3. Residence, showing village and Pergunnah' .....
- 4. Present or last employment. Designation.....  
Department/Section .....
- 5. Date of beginning of service at the Institute. ....
- 6. Length of service, including interruptions. ....
- 7. Classification of injury, .....
- 8. Pay at the time of injury .....
- 9. Proposed pension or gratuity. ....
- 10. Date of injury. ....
- 11. Place of payment. ....
- 12. Date of applicant's birthday by Christian era\*. ....
- 13. Date on which the applicant applied for pension. ....

Place .....

Date .....

.....  
(Signature of applicant)

Special remarks, if any, by the employee in charge of the department/section/office.

.....  
Signature

\* If not known exactly, must be stated on the best information or estimate.



ANNEXURE  
FORM XI  
FORM OF APPLICATION

For family of late ..... died of injuries received, as a result of special risk of office.

(See Clause 39(b) of Appendix 'A')

Submitted by the  
Description of  
claimant

- 1. Name and residence, showing village and pergunnah .. .. .
- 2. Age .. .. .
- 3. Height .. .. .
- 4. Marks of identification. ....
- 5. Present occupation and pecuniary circumstances. ....
- 6. Degree of relationship to deceased .. .. .

Description of  
deceased.

- 7. Name .. .. .
- 8. Occupation and service .. .. .
- 9. Length of service .. .. .
- 10. Pay when killed .. .. .
- 11. Nature of injury causing death. ....
- 12. Amount of pension or gratuity proposed. ....
- 13. Place of payment .. .. .
- 14. Date from which pension is to commence .. .. .
- 15. Remarks .. .. .

Name and ages of  
surviving kindred  
of deceased.

Name

Date of birth by  
christian era

Sons

Widows

Daughters

Father

Mother.

Note: If the deceased has left no son, widow, daughter, father or mother surviving him, the word "none" or "dead" should be entered opposite to such relative.

.....  
(Signature of Claimant)

Place.....

Date .....

.....  
Signature of the employee  
Incharge of department/section

Place.....

Date .....

ANNEXURE

FORM XII

FORM TO BE USED BY CONSULTING MEDICAL OFFICER  
WHEN REPORTING ON INJURIES

(See Clause 38 (c) of Appendix 'A')

CONFIDENTIAL

Report of the Consulting Medical Officer on the present state of the injury sustained by/disease contracted by .....(place of injury etc.) on ....  
..... (date of injury etc.)

- (a) State briefly the circumstances under which the injury was sustained/disease was contracted.
- (b) What is the present condition of the employee?
- (c) Is the present condition of the employee wholly due to the injury/disease?
- (d) If not, state to what other causes it is attributable.
- (e) In the case of disease, from which date does it appear that the employee ..... has been incapacitated?

The opinion of the Consulting Medical Officer on the questions below is as follows :-

PART A -- FIRST EXAMINATION

The severity of the injury should be assessed in accordance with the following classification and details given in the remarks column below:

Is the injury

- (i) (a) the loss of an eye or a limb? Yes/No
- (b) the loss of more than one eye or limb ?
- (ii) more severe than the loss of an eye or a limb ?
- (iii) equivalent to the loss of an eye or limb ?
- (iv) very severe ?

- (v) severe and likely to be permanent ?
- (vi) severe, but not likely to be permanent ?
- (vii) Slight but likely to be permanent ?

2. For what period from the date of injury
- (a) has the employee been unfit for duty ?
  - (b) is the employee likely to remain unfit for duty?

Remarks : Here the classification above may be amplified, if necessary, or details of additional injuries to the main injury may be given.

**PART B -- SECOND OR SUBSEQUENT EXAMINATIONS**

If the original degree of disability of the employee has changed:

in which of the above categories should it now be placed?

Remarks: In this space additional details may be given, if necessary.

.....  
Signature of the Consulting Medical Officer

Date .....

Instructions to be observed by the Consulting Medical Officer in preparing the report.

1. Before recording his opinion he should invariably consult the previous reports, if any, as also all Medical documents connected with the employee on previous examinations brought before him for examination.
2. If the injuries be more than one they should be numbered and described separately: and should it be considered that, for instance, though only "severe" or "slight" in themselves, they represent together the equivalent of a single "very severe" injury, such an opinion may be expressed in the columns provided.
3. In answering the question in the prescribed form he will confine himself exclusive to the medical aspect of the case and will carefully discriminate between the unsupported statements of the employee and the medical and documentary evidence available.
4. He will not express any opinion, either to the employee examined, or in his report, as to whether he is entitled to compensation, or as to the amount of it nor will he inform the employee how the injury has been classified.

(17)

39 pages

No. 1111

Date: 26.11.74

Note to V.C.

I am submitting the draft Ordinances providing Leave Rules for teaching staff of the University.

Since it is a Central University, the Ordinances are the adoption of the Jawaharlal Nehru University Ordinances governing Leave Rules of the teaching staff of that University, as uniformity in such matters is desirable.

As per Para 41 (2) of the Statute these Ordinances may be made by the Executive Council without being proposed by the Academic Council.

It is for orders whether the draft Ordinances could be circulated among the members of the Executive Council for their perusal. and consideration in the next meeting.

  
O.S.D. (Finance)

Vice-Chancellor

NORTH - EASTERN HILL UNIVERSITY

Draft  
Service Regulations  
for  
Teaching and Non - Teaching Staff

VOLUME - II

Ordinances  
for  
Regulating Leave  
to  
Teachers of the University

( In pursuance of Section 26(n) of North-  
Eastern Hill University Act 1973 )

\*\*\*\*\*

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**ORDINANCES**  
**GOVERNING LEAVE TO TEACHERS OF THE**  
**UNIVERSITY**

**(A) PERMANENT TEACHERS**

Kinds of leave admissible --

1. The following kinds of leave would be admissible to permanent teachers -

i) Leave treated as duty -

Casual leave  
Special Casual leave  
Duty leave

ii) Leave earned by duty-

Earned leave  
Half pay leave  
Commutated leave

iii) Leave not earned by duty-

Extraordinary leave  
Leave not due

iv) Leave not debited to leave account-

a) Leave for academic pursuits-

Study leave  
Sabbatical leave

b) Leave on grounds of health-

Maternity leave  
Quarantine leave

The Executive Council may, in exceptional cases, grant, for the reasons to be recorded, any other kind of leave, subject to such terms and conditions as it may deem fit to impose.

contd..2/

Casual Leave

2. i) Casual leave is not earned by duty. Total casual leave granted to a teacher shall not exceed ten days in an academic year.
- ii) Casual leave cannot be combined with any other kind of leave except special casual leave. It may be combined with holidays including sundays. Holidays or sundays falling within the period of casual leave shall not be counted as casual leave.

Special Casual Leave

3. i) Special casual leave not exceeding ten days in an academic year may be granted to a teacher-
  - a) to conduct examination of a University, Public Service Commission, Board of Examination or other similar bodies/institutes;
  - b) to inspect academic institutions attached to a Statutory Board etc;
  - c) to participate in a literary, scientific or educational conference, symposium or seminar or cultural or athletic activities conducted by Bodies recognised by the University Authorities;
  - d) to do such other work as may be approved by the Vice-Chancellor as academic work.

Note- In computing the ten days leave admissible, the days of actual journey, if any, to and from the places where such Conference/activity takes place will be excluded.

- ii) In addition, special casual leave to the extent mentioned below may also be granted-
  - a) to undergo sterilization operation (Vasectomy or Salpingectomy) under Family Planning Programme. Leave in this case will be restricted to six working days.

- b) to a female teacher who undergoes non-puerperal sterilization. Leave in this case will be restricted to fourteen days.
- iii) Special casual leave cannot be accumulated nor can it be combined with any other kind of leave except casual leave. It may be granted in combination with holidays.

#### Duty Leave

4. i) Duty leave may be granted for-

- a) attending conferences, congresses, symposia and seminars on behalf of the University.
  - b) delivering lectures in Institutions and Universities at the invitation of such Institutions or Universities received by this University and accepted by the Vice-Chancellor.
  - c) working in another Indian or Foreign University any other agency, institution or organisation when so deputed by the University, or for performing any other duty for the University; and
  - d) working on a delegation or committed appointed by the Government of India, the University Grants Commission, a sister University or any other Academic Body.
- ii) The duration of leave should be such as may be considered necessary by the sanctioning authority on each occasion.
- iii) The leave may be granted on full pay. Provided that if the teacher receives a fellowship or honorarium or any other financial assistance beyond the amount needed for normal expenses, he may be sanctioned duty leave on reduced pay and allowances.
- iv) Duty leave may be combined with earned leave, half pay leave or extraordinary leave.

Earned Leave

5. (i) Earned leave admissible to a teacher shall be:-

- a)  $\frac{1}{30}$ th of actual service including vacation plus  $\frac{1}{3}$ rd of the period, if any, during which he is required to perform duty during vacation.

Note - For purposes of computation of period of actual service, all periods of leave except casual, special casual and duty leave shall be excluded.

(ii) Earned leave at the credit of a teacher shall not accumulate beyond 180 days. The maximum earned leave that may be sanctioned at a time shall not exceed 120 days. Earned leave exceeding 120 days may, however, be sanctioned in the case of higher study or training or leave on medical certificate or when the entire leave or a portion thereof is spent outside India.

Note - 1 When a teacher combines vacation with earned leave the period of vacation shall be reckoned as leave in calculating the maximum amount of leave on average pay which may be included in the particular period of leave.

Note - 2 In cases where only a portion of the leave is spent outside India, the grant of leave in excess of 120 days shall be subject to the condition that the portion of the leave spent in India shall not in the aggregate exceed 120 days.

Half pay leave

6. Half pay leave admissible to a permanent teacher shall be 20 days for each completed year of service. Such leave may be granted on medical certificate, private affairs or for academic purposes.

Note - A "Completed year of Service" means continuous service of specified duration under the University and includes periods spent on duty as well as leave including extraordinary leave.

Commuted Leave

7. Commuted leave not exceeding half the amount of half pay leave due may be granted on medical certificate to a permanent teacher subject to the following conditions-

i) Commuted leave during the entire service shall be limited to a maximum of 240 days.

ii) When commuted leave is granted, twice the amount of such leave shall be debited against the half pay leave due.

iii) The total duration of earned leave and commuted leave taken in conjunction shall not exceed 240 days at a time. Provided that no commuted leave shall be granted under this Ordinance unless the authority competent to sanction leave has reason to believe that the teacher will return to duty on its expiry.

iv)  
Extraordinary Leave

8. (i) A permanent teacher may be granted extraordinary leave -

a) When no other leave is admissible; or

b) When other leave is admissible, the teacher applies in writing for the grant of extraordinary leave,

Provided, however, that save under the provision of sub-clause (ii) to (iv) below, no extraordinary leave shall be granted to a teacher for holding an appointment or a fellowship outside the University.

(ii) The Executive Council may grant on the request from the institution concerned and on application of the teacher, extraordinary leave to hold an appointment or a fellowship under a Government, a University, a Research Institute or other similar important institution, if the opinion of the Executive Council, such leave does not prejudice the interest of the University. This leave can be allowed only to a teacher who has been confirmed in the post held by him and has served the University for a period of at least two years. Provided further that such leave shall not be granted until after the expiry of five years after return from a previous spell of extraordinary leave sanctioned under this sub-clause and sub-clause(iii) below.

The application for such leave shall be sent through the Dean of the School concerned and the latter shall give his recommendations taking into account the strength of teaching staff for the particular subject. Except in very special cases, at no time more than 20% of the strength of teachers on rolls of a Centre shall be allowed to be absent from the Centre on extraordinary leave, study leave and/or sabbatical leave. For this purpose the teachers shall be classified separately in two groups for consideration as follows -

- i) Professors and Associate Professors
- ii) Assistant Professors

In case of his failure to return to duty immediately at the end of the period of leave sanctioned to him, the services of a teacher shall be liable to be terminated from the date of commencement of the period of leave granted to him. He shall also refund to the University pay and allowances, if any, received by him during the leave (including other kinds of leave taken in continuation) sanctioned to him for the purpose.

(iii) The Executive Council may also grant , at its discretion, extraordinary leave to a permanent teacher who has been selected for a teaching or research assignment in a University, a Research Institute or other similar important institution provided he has served the University for a period of atleast two years and the application had been sent through and forwarded by the University. The leave in such cases shall not exceed a maximum period of two years. Notwithstanding any other leave which may be due to a teacher, the entire period for which the teacher holds the appointment outside the University shall be without pay. The period o spent shall not be counted for increment but shall count for seniority. The period shall not also count for pensionary/Contributory Provident Fund benefits unless the Ponsion/Contriburoty Provident Fund contributions are paid by the teacher or the foreign employer.

If the teacher does not resume his duties in the University at the end of the period of extraordinary leave granted to him, he shall be treated as having resigned the post held by him in the University.

iv) Subject to the provisions of sub-clause(vii) below, the total amount of extraordinary leave granted to a teacher under sub-clauses(ii) and (iii) above shall not exceed five years during his entire service.

v) Extraordinary leave shall always be without pay. Payment of allowances during the period of extraordinary leave shall be governed by the relevant rules.

vi) Extraordinary leave shall not count for increment except in the following cases:-

- a) Leave taken on medical certificate.
- b) Cases where the Vice-Chancellor is satisfied that the leave was taken due to causes beyond the control

of the teacher, such as inability to join or rejoin duty due to civil commotion or a natural calamity, provided the teacher has no other kind of leave to his credit.

c) Leave taken for prosecuting higher studies.

d) Leave granted to accept an invitation to a teaching post or fellowship or research-cum-teaching post or on assignment for technical or academic work of importance.

vii) Extraordinary leave may be combined with any other leave except casual leave and special casual leave provided that the total period of continuous absence from duty on leave (including periods of vacation when such vacation is taken in conjunction with leave) shall not exceed three years except in cases where leave is taken on medical certificate. The total period of continuous absence from duty shall in no case exceed five years in all.

viii) The authority empowered to grant leave may commute retrospectively periods of absence without leave into extraordinary leave.

#### Leave not Due

9. (i) Leave not due may, at the discretion of the Vice-Chancellor, be granted to a permanent teacher for a period not exceeding 360 days during the entire service, out of which not more than 90 days at a time and 180 days in all may be otherwise than on medical certificate. Such leave shall be debited against the half pay leave earned by him subsequently.

(ii) Leave not due shall not be granted unless the Vice-Chancellor is satisfied that as far as can reasonably be foreseen, the teacher will return to duty on the expiry of the leave and earn the leave granted.



(iii) A teacher to whom 'Leave Not Due' is granted shall not be permitted to tender his resignation from service so long as the debit balance in his leave account is not wiped off by active service, or he refunds the amount paid to him as pay and allowances for the period not so earned. In a case where retirement is unavoidable on account of reason of ill health incapacitating the teacher for further service, refund of leave salary for the period of leave to be earned may be waived by the Executive Council.

Provided further the Executive Council may, in any other exceptional case waive, for reasons to be recorded, the refund of leave salary for the period of leave still to be earned.

#### Study Leave

10. (1) Study leave may be granted to a permanent whole-time teacher with not less than three years continuous service to pursue a special line of study or research or to make a special study of the various aspects of University Organisations and methods of education, if the University is likely to benefit by the course of study or programme of research which the applicant wishes to undertake.

Provided that the Executive Council may, in the special circumstances of a case, waive the conditions of three years service being continuous.

#### Explanation:

In computing the length of service, the time during which a person was on probation or engaged as a research assistant may be reckoned provided-

- a) the person is a teacher on the date of the application; and
- b) there is no break in service.

- (ii) Study leave shall be granted on the recommendation of the Committee for Advanced Studies and Research. The leave shall not be granted for more than two years save in very exceptional cases in which the Executive Council is satisfied that such extension is unavoidable on academic grounds and necessary in the interest of the University.
- (iii) Study leave shall not be granted to a teacher who is due to retire within three years of the date on which he is expected to return to duty after the expiry of study leave.
- (iv) Study leave may be granted more than once provided not less than five years have elapsed after the teacher returned to duty on completion of earlier spell of study leave or sabbatical leave.
- (v) No teacher who has been granted Study leave shall be permitted to alter substantially the course of study or the programme of research without the permission of the Executive Council. When the course of study falls short of the study leave sanctioned the teacher shall resume duty on the conclusion of the course of study unless the previous approval of the Executive Council to treat the period of shortfall as ordinary leave has been obtained.
- (vi) (a) Subject to the provisions of sub-clause (vii) and (viii) below, Study leave may be granted on full pay for the first year and on half pay for the second year and no pay shall be admissible thereafter.

Note - The term 'pay' refers to average pay and shall be calculated as mentioned in Ordinance 21.

- (b) The teacher shall not ordinarily be entitled to house rent allowance or city compensatory allowance during the period of study leave. Provided that the Vice-Chancellor may, in view of the special circumstances of a case, sanction the payment of such allowances in part or in full.
- (vii) The amount of scholarship, fellowship or other financial assistance that a teacher granted study leave has been awarded will not preclude his being granted study leave with pay and allowances but the scholarship etc., so received shall be taken into account in determining the pay and allowances on which the study leave may be granted.
- (viii) If a teacher, who is granted study leave is permitted to receive and retain any remuneration in respect of part-time employment during the period of study leave, he shall ordinarily not be granted any study leave salary, but in case, where the amount or remuneration received in respect of part-time employment is not considered adequate, the Executive Council may determine the study leave salary payable in each case.

Note - It shall be the duty of the teacher granted study leave to communicate immediately to the University financial assistance in any form received by him during the course of study leave from any person or institution whatsoever.

- (ix) Subject to the maximum period of absence from duty on leave not exceeding three years, study leave may be combined with earned leave, half pay leave, extraordinary leave or vacation provided that the earned leave at the credit of the teacher shall be

availed of at the commencement of the study leave. When study leave is taken in continuation of a vacation, the period of study leave shall be deemed to begin to run on the expiry of the vacation.

(x) A Teacher granted study leave shall on his return and re-joining the service of the University be eligible to the benefit of the annual increment(s) which he would have earned in the course of time if he had not proceeded on study leave. No teacher shall, however, be eligible to receive arrears of increments.

(xi) Study leave shall count as service for pension/ contributory provident fund provided the teacher rejoins the University on the expiry of his study leave.

(xii) Study leave granted to a teacher shall be deemed to be cancelled in case it is not availed of within 12 months of its sanction.

Provided that where study leave granted has been so cancelled, the teacher may apply again for such leave.

(xiii) A teacher availing of study leave shall undertake that he shall serve the University for a continuous period of at least three years to be calculated from the date of his resuming duty after expiry of the study leave.

(xiv) A teacher -

- a) who is unable to complete his studies within the period of study leave granted to him, or
- b) who fails to rejoin the service of the University on the expiry of his study leave, or
- c) who rejoins the University but leaves the service within three years of the date of rejoining the service, or
- d) who within the said period is dismissed or removed from service by the University.

shall be liable to refund to the University the amount of leave salary and allowances

and other expenses, incurred on the teacher or paid to him or on his behalf in connection with the course of study, together with interest thereon at the rate of 6% per annum to be charged from the date of such payment.

Provided that if a teacher has served the University for a period of not less than 18 months on return from study leave, he shall refund to the University half of the amount calculated as above. In case the teacher had been granted study leave without pay and allowances, he shall be liable to pay to the University an amount equivalent to his four months pay and allowances last drawn as well as other expenses incurred by the University in connection with the course of study, together with interest thereon at the rate of 6% per annum.

**Explanation:**

If a teacher asks for extension of study leave and is not granted the extension but does not rejoin on the expiry of the leave originally sanctioned, he will be deemed to have failed to rejoin the service on the expiry of his leave for the purpose of recovery of the dues under this Ordinance.

(a) Notwithstanding the above, the Executive Council may order that nothing in this Ordinance shall apply to a teacher who within three years of return to duty from study leave is permitted to retire from service on medical grounds.

Provided further that the Executive Council may, in any other exceptional case, waive or reduce, for reasons to be recorded the amount refundable by a teacher under this Ordinance.

- (xv) After the leave has been sanctioned, the teacher shall, before availing of the leave, execute a bond in favour of the University binding himself for the fulfilment of the conditions laid down in sub-clause (xiii) and (xiv) above and give security of immovable property to the satisfaction of the Finance Officer or a Fidelity Bond of an Insurance Company, or a Guarantee by a Scheduled Bank or furnish security of two permanent teachers for the amount which might be refundable to the University in accordance with sub-clause (xiv) above.
- (xvi) The teacher shall submit to the Registrar six monthly reports of progress in his studies from his Supervisor or the Head of Institution. This report shall reach the Registrar within one month of the expiry of every six months of the study leave. If the report does not reach the Registrar within the time specified, the payment of leave salary may be deferred till the receipt of such report.

#### Sabbatical Leave

11. (i) Permanent whole-time teachers of the University, who have completed three years of service may be granted sabbatical leave to undertake study or research or other academic pursuits solely for the object of increasing their proficiency and usefulness to the University. This leave shall not be granted to a teacher who has less than three years of service in the University to retire.
- (ii) The duration of leave shall not exceed six months or one year according as the teacher has actually worked in the University for not less than three or six years respectively since his return from the earlier spell of sabbatical leave. Provided further that sabbatical leave shall not be granted until

after the expiry of three years from the date of the teacher's return from previous study leave or any other kind of training programme.

(iii) The teacher shall execute a bond, with proper sureties as in the case of study leave, that after the expiry of sabbatical leave he will return to the service of the University and serve thereafter atleast for three years failing which he will refund to the University the leave salary and allowances and other expenses, if any, spent on him, or on his behalf together with interest at the rate of 6% per annum to be calculated from the date of such payment. Provided that the Executive Council may, in any exceptional case, waive or reduce, for reasons to be recorded, the amount refundable by a teacher under this Ordinance.

(iv) A teacher shall during the period of sabbatical leave be paid full pay and allowances (subject to the prescribed conditions being fulfilled) at the rates applicable to him immediately prior to his proceeding on sabbatical leave. The University shall not, however, fill up his post or make other alternative arrangements involving additional expenditure.

(v) A teacher on sabbatical leave shall not take up, during the period of that leave, any regular appointment under another organisation in India or abroad. He may, however, be allowed to accept a fellowship or a Research Scholarship or ad-hoc teaching and research assignment with honorarium or any other form of assistance, other than a regular employment in an institution of advance studies, provided that in such cases the Executive Council, may if it so desires, sanction sabbatical leave on reduced pay and allowances.

(vi) During the period of sabbatical leave the teacher shall be allowed to draw the increment on the date of the expiry of his leave. The period of leave shall also count as service for purposes of pension/contributory provident fund provided the teacher rejoins the University on the expiry of his leave.

- Notes - 1. The programme to be followed during sabbatical leave shall be submitted to the University for approval along with the application for grant of leave
2. On return from leave the teacher shall report to the University the nature of studies, research or other work undertaken during the period of leave.

#### Maternity Leave

12. (1) Maternity leave on full pay may be granted to a woman teacher for a period which may extend up to the end of three months from the date of commencement of leave or to end of six weeks from the date of confinement whichever is earlier. Maternity leave may also be granted in case of miscarriage including abortion, subject to the condition that the leave applied for does not exceed six weeks and the application for leave is supported by a medical certificate.

(11) Maternity leave may be combined with earned leave, half pay leave or extraordinary leave but any leave applied for in continuation of maternity leave may be granted if the request is supported by a medical certificate.

#### Quarantine Leave

13. (1) Quarantine leave is leave of absence from duty necessitated in consequence of the presence of an infectious disease in the family or household of a teacher.



(ii) Quarantine leave may be granted on medical certificate for a period not exceeding 21 days. In exceptional cases this limit may be raised to thirty days. Any leave necessary for quarantine purposes in excess of this period shall be treated as ordinary leave. Quarantine leave may be combined with earned leave, half pay leave or extraordinary leave.

(iii) A teacher on quarantine leave is not treated as absent from duty and his pay is not affected.

### Vacation

144 (i) Vacation may be taken in combination with any kind of leave except casual and special casual leave provided that vacation shall not be both prefixed and suffixed to leave.

(ii) Except in special circumstances vacation and earned leave taken together shall not extend beyond ~~one year~~ *six months*.

(iii) When a vacation falls between two periods of leave so as to result in a continuous period of absence from duty during the entire period, such vacation shall be treated as part of the leave.

(iv) For the vacation period, a teacher shall be entitled to the same pay as when on duty. A teacher will, however, be entitled only to half of such pay if he has given notice of resignation and the period of such notice expires during vacation or within one month from the last day thereof.

### (B) TEACHERS APPOINTED ON PROBATION

15. A teacher appointed as a probationer against a substantive vacancy and with definite terms of probation shall during the period of probation be granted leave which would be admissible to him if he held his post substantively otherwise

than on probation. If for any reason it is proposed to terminate the services of a probationer, any leave granted to him should not extend beyond the date on which the probationary period expires or any earlier date on which his services are terminated by the orders of the Executive Council. On the other hand, a teacher appointed 'on probation' to a post, not substantively vacant, to assess his suitability to the post, shall until he is substantively confirmed, be treated as a temporary teacher for purposes of grant of leave. If a person in the permanent service of the University is appointed 'on probation' to a higher post he shall not, during probation, be deprived of the benefit of leave rules applicable to his permanent post.

**(C) TEMPORARY TEACHERS**

16. Temporary teachers shall be governed by the provisions of part (A) of these Ordinances, subject to the following conditions and exceptions:-

**(1) Earned Leave -**

a) A temporary teacher shall be entitled to earned leave as a permanent teacher except that in respect of the first year of his service he shall be entitled to earned leave as follows:

- i) 1/60th of the period of actual service plus
- ii) 1/3rd of the period, if any, during which he is required to perform duty during vacation.

b) A temporary teacher appointed without interruption of duty substantively to a permanent post will be credited with the earned leave which would have been admissible if his previous duty had been in permanent employ, diminished by any earned leave already taken. Leave is not interruption of duty for the purpose of this Ordinance.

(2) Half Pay Leave -

No half pay leave may be granted to a temporary teacher unless the authority competent to sanction leave has reason to believe that the teacher will return to duty on the expiry of such leave.

(3) Commuted Leave -

Temporary teachers shall not be entitled to commute any portion of the half pay leave;

(4) Extraordinary Leave-

In the case of a temporary teacher the duration of extraordinary leave on any occasion shall not exceed the following limits:-

a) Three months at a time;

b) Six months in cases where the teacher has completed three years continuous service and the leave application is supported by a medical certificate;

c) Eighteen months where the teacher is undergoing treatment in a recognised hospital for tuberculosis, cancer or leprosy;

d) (1) 24 months in cases where the leave is required for prosecuting studies, certified to be in the University interest, provided that the teacher has completed three years' continuous service on the date of commencement of extraordinary leave. In cases, where this condition is not satisfied, extraordinary

leave to this extent may be sanctioned in continuation of any other kind of leave due and applied for (including three months extraordinary leave under (a) above), if the teacher completes three years continuous service on the date of expiry of such leave.

(41) When a temporary teacher fails to resume duty on the expiry of the maximum period of extraordinary leave granted to him or where a teacher who is granted a lesser amount of leave remains absent from duty for any period which together with the extraordinary leave granted exceeds the limit upto which he could have been granted such leave under (a) above, he shall unless the Executive Council, in view of the exceptional circumstances of the case, otherwise determines, be deemed to have resigned his appointment and shall accordingly cease to be in the University employ.

(5) Leave not due, study leave and sabbatical leave -

Temporary teachers shall not be entitled for the grant of leave not due, study leave and sabbatical leave.

(6) Vacation -

(1) A teacher who is appointed as a temporary measure shall be entitled to pay for the following summer vacation only if he joined duty within two months of the beginning of the academic year and has worked continuously and satisfactorily from the date of joining upto the last working day of the session.

(ii) In other cases, the vacation salary may be paid to the teacher, if the temporary appointment continues for a part or whole of the next academic year and the teacher joins on the opening day and has also served on the last working day before the vacation.

**(D) TEACHERS APPOINTED ON CONTRACT**

17. Teachers appointed on contract will be granted leave in accordance with the terms of the contract.

**(E) HONORARY AND PART-TIME TEACHERS**

18. Honorary and part-time teachers of the University shall be entitled to leave on the same terms as are applicable to whole-time temporary teachers of the University.

**(F) GENERAL**

**(1) General Conditions**

**19. (1) Leave -how earned:**

Leave is earned by duty only. The period spent in foreign service counts as duty if contribution towards leave salary is paid for such period.

**(2) Right to leave:**

(a) Leave cannot be claimed as a matter of right. Leave of any kind may be refused or revoked by the competent authority empowered to grant it without assigning any reason, if that authority considers such action to be in the interest of the University.

(b) No leave shall be granted to a teacher whom a competent authority has decided to dismiss, remove or compulsorily retire from service nor shall any leave be granted to a teacher when he is under suspension.

**(5) Maximum period of absence from duty on leave:**

(a) No teacher shall be granted leave of any kind for a continuous period exceeding five years.

(b) Where a teacher does not resume duty after remaining on leave for a continuous period of five years or where a teacher after the

expiry of his leave remains absent from duty, otherwise than on foreign service or on account of suspension, for any period which together with the period of leave granted to him exceeds five years, he shall unless the Executive Council in view of the exceptional circumstances of the case otherwise determines, be removed from service after following the prescribed procedure.

**(4) Application for leave:**

Leave should always be applied for in advance and the sanction of the competent authority obtained before it is availed of except in cases of emergency and for satisfactory reasons.

**(5) Commencement and termination of leave:**

- a) Leave ordinarily begins from the date on which leave as such is actually availed of and ends on the day the teacher resumes his duty.
- b) Sundays and other recognised holidays may be prefixed and/or suffixed to leave with the permission of the authority competent to sanction the leave. Vacation may be combined with leave subject to the provision of ~~Articles~~ 5.8. and 14.

**(6) Rejoining of duty before the expiry of the leave:**

- a) A teacher on leave may not return to duty before the expiry of the period of leave granted to him unless he is permitted to do so by the authority which sanctioned him the leave.
- b) Notwithstanding anything contained in (a) above, a teacher on leave preparatory to retirement shall be precluded from withdrawing his request for permission to retire and from returning to duty, save with the consent of the Executive Council.

- (7) Leave on medical grounds to be supported by medical certificate:

A teacher who applies for leave on medical grounds shall support his application with a medical certificate from an Authorised Medical Officer of the University or where no such Medical Officer has been appointed, from a Registered Medical Practitioner. The authority competent to sanction leave may, however, require the applicant to appear before a Medical Board.

Leave or extension of leave on medical certificate shall not be granted beyond the date on which a teacher is pronounced by a Medical Officer or Board to be permanently/incapacitated for further service.

- (8) Rejoining duty on return from leave on medical grounds: No teacher who has been granted leave (other than casual leave) on medical certificate shall be allowed to return to duty without producing a medical certificate of fitness.

- (9) Employment during leave:

A teacher on leave shall not, without the written permission of the University, engage directly or indirectly in any trade or business whatsoever or in any private tuition or other work to which any emolument or honorarium is attached; but this prohibition shall not apply to work undertaken in connection with the examination of a University, Public Service Commission, Board of Education or similar Bodies/Institutions or to any literary work or publication or radio or extension lectures or with the permission of the Vice-Chancellor, to any other academic work.

The leave salary of a teacher who is permitted to take up any employment during leave shall be subject to such restrictions as the Executive Council may prescribe.

(10) Absence without leave or overstaying of leave:

A teacher who absents himself without leave or remains absent without leave after the expiry of the leave granted to him, shall be entitled to no leave allowance or salary for the period of such absence. Such period shall be debited against his leave account as leave without pay unless his leave is extended by the authority empowered to grant the leave. Wilful absence from duty may be treated as misconduct.

(11) Leave beyond the date of retirement:

- (a) No leave shall be granted beyond the date on which a teacher must compulsorily retire. Provided that if, in sufficient time before the date of retirement on superannuation, a teacher has been, in the interest of the University, denied in whole or in part any leave which was due to him and applied for as preparatory to retirement, then he may be granted after the date of retirement the amount of earned leave due to him on the date of superannuation subject to a maximum of 120 days. This limit may be extended upto 180 days if the entire leave or any portion thereof is spent outside India, Provided that when earned leave exceeding 120 days is granted under this Ordinance, the period of such leave spent in India shall not in the aggregate exceed 120 days. The leave so granted including the leave granted to him between the date from which the leave preparatory to retirement was to commence and the date of retirement, shall not exceed the amount of leave preparatory to retirement, shall not exceed the amount of leave preparatory to retirement actually denied; the half pay leave, if any, applied for as preparatory to retirement and denied in the exigencies of the University service may be exchanged with



earned leave to the extent such leave was earned between the date from which the leave preparatory to retirement was to commence and the date of retirement.

(b) Provided further that a teacher:

(i) who after having been under suspension is reinstated within 120 or 180 days, as the case may be, preceding the date of his retirement on superannuation and was prevented by reason of having been under suspension from applying for leave preparatory to retirement, shall be allowed to avail of such leave as he was prevented from applying, subject to a maximum of 120 or 180 days as the case may be reduced by the period between the date of reinstatement and the date of retirement.

(ii) who attained the age of superannuation while under suspension and was thus prevented from applying for leave preparatory to retirement, shall be allowed to avail of the leave to his credit, subject to a maximum of 120 or 180 days, as the case may be, after termination of proceedings as if it had been refused as aforesaid, if in the opinion of the authority competent to order reinstatement, he has been fully exonerated and the suspension was wholly unjustified.

(c) Provided further that a teacher whose service has been extended in the interest of the University beyond the date of his superannuation may be granted leave as under:

(i) During the period of extension any leave due in respect of the period of such extension and to the extent necessary, earned leave which would have been granted to him under sub-clause (a) above, had he retired on the date of superannuation:

**Explanation:**

In determining the quantum of earned leave that could accumulate during the period of extension, the leave, if any, admissible under sub-clause(a) above, shall also be taken in to account.

(ii) After the expiry of the period of extension:

(a) the earned leave which could have been granted to him under sub-clause(a) above; had he retired on the date of superannuation, diminished by the amount of such leave as was availed of during the period of extension; and

(b) Earned leave earned during the period of extension and formally applied for as leave preparatory to retirement in sufficient time before the date of final cessation of his duties and refused in the interest of the University.

**Note:** A teacher who avails himself of the refused leave in full or in part immediately after the date of his superannuation or on the expiry of extension of service will be deemed for purposes other than pensionary/Contributory Provident Fund benefits and lien, to be in service till the expiry of the refused leave. He will retire and become eligible for all pensionary benefits as due to him on the date of superannuation (or on such other later date if any extension of service is granted) from the date of expiry of such leave only.

(12) Leave to a teacher whose services are no longer needed (Terminal leave):

(i) The earned leave to the extent due (but not exceeding 120 days) may be granted at the discretion of the Vice-Chancellor as terminal benefit to a teacher not employed on

a contract basis whose services are terminated by the University on account of retrenchment or abolition of post before his attaining the age or superannuation, even if it has not been applied for and refused in the University interest. In cases where the teacher is relieved before the expiry of the notice period, such notice or the unexpired portion thereof should run concurrently with the leave granted.

(ii) If a teacher resigns his post, he may not normally be granted either prior or subsequent to his resignation any leave. In cases, however, where the resignation is for reasons of health or for other reasons beyond his control, earned leave at his credit, but not exceeding 120 days, may be granted to him at the discretion of the Vice-Chancellor. In other cases of resignation, half the amount of earned leave at his credit but not exceeding 60 days, may be allowed at the discretion of the Vice-Chancellor.

In cases in which a prescribed period of notice is required to be given, the leave will be so granted as to cover as far as possible the period of notice required to be given.

(iii) No terminal leave shall, however, be admissible in a case of dismissal or removal from service.

(13) Conversion of one kind of leave to another:

(a) At a request of the teacher concerned, the University may convert retrospectively any kind of leave including extraordinary leave into a leave of different kind which was admissible to him at the time the leave was originally taken; but he cannot claim such conversion as a matter of right.

(b) If one kind of leave is converted into another, the amount of leave salary and the allowances admissible shall be recalculated and arrears of leave salary and allowances paid or the amount overdrawn recovered as the case may be.

**(14) Increment during leave:**

If increment of pay falls during any leave other than casual leave, special casual leave, duty leave or sabbatical leave, the effect of increase of pay will be given from the date the teacher resumes duty without prejudice to the normal date of his increment, except in those cases where the leave does not count for increment.

**(15) Leave year:**

For the purpose of these Ordinances, unless otherwise specified, the term 'year' shall mean an academic year running from the commencement of the academic session to the end of the academic session.

**(ii) Authorities Empowered to Sanction Leave**

20. The authorities specified in column (2) of the table below, are empowered to sanction leave to the extent shown in column (3) thereof. Cases for sanction of leave in excess of these limits or of leave not mentioned below shall be submitted to the Executive Council. Before sanctioning the leave, the sanctioning authority shall ensure that the leave asked for is admissible and is at the credit of the teacher concerned.

contd..29/

Kind of leave (1)	Sanctioning authority (2)	Extent of power (3)
(i) Casual leave and Special Casual leave to		
(a) Dean of Schools	- Vice-Chancellor	Full
(b) Chairmen of Centres/ Heads of Departments	- Dean of the School	Full
(c) Other teachers	- Chairman of Centres/ Heads of Departments	Full
(ii) Duty Leave	- Vice-Chancellor	Upto 90 days
(iii) Earned Leave, half pay leave, commuted leave and maternity leave to		
(a) Deans of School and Chairmen of Centres/ Heads of Departments	- Vice-Chancellor	Full
(b) Other teachers	- Dean of the School - Vice-Chancellor	Upto 30 days Full
(iv) Extraordinary leave	- Vice-Chancellor	Upto 90 days
(v) Leave not due and Quarantine Leave	- Vice-Chancellor	Full

(iii) Leave Salary

21. A teacher granted casual leave or special casual leave is not treated as absent from duty and his pay is not intermitted. During duty leave and sabbatical leave, a teacher will draw pay under the provisions of Ordinances 4 and 11 respectively. During other kinds of leave a teacher shall be paid leave salary as under:-

**A. Earned leave and Commuted leaves:-**

Leave salary equal to the average monthly pay earned during the ten complete months immediately preceding the month in which the leave commences or the substantive pay to which the teacher is entitled immediately before the commencement of leave whichever is greater. Provided that the leave salary of a teacher who has been continuously officiating in another post for more than three years at the time he proceeds on leave shall be calculated as if he were the substantive holder of the post in which he would have so officiating or in which he would have so officiated but for his officiating appointment in an equivalent or higher post.

**Note - The three years limit shall include:**

- (a) all periods of leave during which a teacher would have officiated in the post but for his proceeding on such leave; and
- (b) all periods of officiating service rendered in an equivalent or higher post but for appointment to which he would have officiated in that post.

**B. Half pay leave and leave not due -**

Leave salary equal to half of the amount specified against (A) above.

**C. Extraordinary Leave -**

Not entitled to any leave salary.

**D. Study Leave -**

As admissible under Paragraph 10 and calculated as shown above.

contd. 31/14

**B. Maternity and Quarantine leave -**

Pay drawn at the time of proceeding on leave

Subject to the provisions of Ordinances 10 and 11, payment of dearness, house rent and city compensatory allowance during leave shall be governed by the provisions of the rules regarding the payment of those allowances.

(iv) Making of Rules Under these Ordinances:

22. The Vice-Chancellor may make rules under these Ordinances prescribing the procedure to be followed in -

(i) making application for leave and for permission to return to duty before the expiry of the leave;

(ii) granting leave and submission of medical certificates while proceeding or returning from leave;

(iii) the payment of leave salary;

(iv) the maintenance of records of services; and

(v) the maintenance of leave accounts.

contd..32/

Appendix I

FORM OF BOND TO BE EXECUTED BY TEACHERS PROCEEDING  
ON STUDY LEAVE

(See Rule 10(xv) of Leave Ordinances)

Know all men by these presents that we(i)  
 ..... resident of .....  
 ..... in the District of ..... at  
 present employed as ..... in the North-  
 Eastern Hill University (hereinafter called the  
 obligor) and (ii) Shri ..... son  
 of ..... employed as .....  
 and (iii) Shri ..... son of  
 ..... employed as .....  
 (hereinafter called the Sureties) do hereby jointly  
 and severally bind ourselves and our respective  
 heirs, executors and administrators to pay to the  
 North Eastern Hill University (hereinafter called  
 "the University") on demand the sum of Rs. ....  
 (Rupees ..... )togetherwith interest thereon  
 from the date of demand at 6 percent per annum,  
 or if payment is made in a country other than India,  
 the equivalent of the said amount in the currency  
 of that country converted at the official rate of  
 exchange between that country and India and together  
 with all cost between attorney and the client and all  
 charges and expenses that shall or may have been in-  
 curred by the University.

Signed and dated this ..... day of .....  
one thousand nine hundred and seventy.....

Signature of the obligor      Signature of the sureties

Witnesses:

- |    |    |
|----|----|
| 1) | 1) |
| 2) | 2) |



Whereas the Obligor is granted Study leave by the University.

And whereas for the better protection of the University, the obligor has agreed to execute this bond with such condition as hereunder is written.

And whereas the said sureties have agreed to execute this bond as sureties on behalf of the above bounden.

Now the condition of above written obligation is that in the event of the Obligor Shri .....  
.....(i) failing to complete his studies within the period of Study leave granted to him; or (ii) failing to rejoin the service of the University on the expiry of his Study Leave; or (iii) resigning from the service of the University at any time within a period of three years after his return to duty; or (iv) being dismissed or removed from the service by the University within the said period of three years; the obligor and the sureties shall forth with pay to the University or as may be directed by the said University on demand the said sum of Rs.....(Rupees.....) together with interest thereon from the date of demand at 6 percent per annum. If however the obligor Shri.....has served the University for a period not less than 18 months from the date of joining the University on the expiry of his Study Leave the amount refundable shall be half of the said sum viz Rs.....(Rupees .....) which shall be paid on demand together with interest thereon from the date of demand at 6 percent per annum.

And upon the obligor Shri .....and/or Shri ..... and/or Shri..... the sureties aforesaid making such payment, the above written obligation shall be void and no effect; otherwise it shall be and remain in full force and virtue,

Provided always that the liability of the sureties hereunder shall not be impaired or discharged by reason of time being granted or by any forbearance, act or omission of the University or person authorised by it (whether with or without the consent or knowledge of the sureties) nor shall it be necessary for the University to sue the obligor before suing the sureties Shri ..... and Shri ..... or any of them for amounts due hereunder.

The University has agreed to bear the stamp duty payable on this bond.

Signed and delivered by the obligor above named Shri ..... in the presence of --

Signed and delivered by the surety above named Shri ..... in the presence of --

Signed and delivered by the surety above named Shri ..... in the presence of --

Accepted

for and on behalf of the University...

APPENDIX II

FORM OF BOND TO BE EXECUTED BY TEACHERS  
GRANTED EXTENSION OF STUDY LEAVE

(See Rule 10 (xv) of Leave Ordinances)

Know all men by these presents that we (i)  
 ..... resident of ..... in  
 the District of ..... at present employed  
 as ..... in the North Eastern Hill  
 University (hereinafter called "the obligor") and  
 (ii) Shri ..... son of ..... of  
 ..... and (iii) Shri ..... son  
 of ..... of .....  
 (here-in-after called "the sureties") do hereby  
 jointly and severally bind ourselves and our  
 respective heirs, executors and administrators to  
 pay to the North Eastern Hill University (here-in-  
 after called the 'the University') on demand the  
 sum of Rs.....(Rupees .....)  
 together with interest thereon from the date of  
 demand at 6% per annum or, if payment is made in  
 a country other than India, the equivalent of the  
 said amount in the currency of that country converted  
 at the official rate of exchange between that country  
 and India and together with all costs between  
 attorney and client and all charges and expenses  
 that shall or may have been incurred by the University.

Signed and dated this ..... day of ..... one  
thousand and nine hundred and .....

Signature of the obligor

Witnesses

- 1)
- 2)

Signature of the sureties

- 1)
- 2)

Where as the obligor was granted study leave by the University for the period from ..... to ..... in consideration of which he executed a bond dated .....for Rs. .... (Rupees ..... ) in favour of the University.

And whereas an extension of study leave has been granted to the obligor at his request until .  
.....

And whereas for the better protection of the University the obligor has agreed to execute this bond with condition as hereunder is written.

And whereas the said sureties have agreed to execute the bond as sureties on behalf of the above bounden.....

Now the condition of the above written obligation is that in the event of the obligor Shri ..... (i) failing to complete his studies within the period of study leave so extended or (ii) failing to rejoin the services of the University on the expiry of his study leave so extended or (iii) resigning from the service of the University at any time within a period of three years after his return to duty or (iv) being dismissed or removed from the services of the University by the University within the said period of three years; the obligor and the sureties shall forthwith pay to the University or as may be directed by the said University on demand the said sum of Rs. ....(Rupees ..... ) together with interest thereon from the date of demand at 6% per annum. If, however, the obligor Shri ..... has served the University for a period of not less than 18 months from the date of rejoining the University on the expiry of his extended study leave the amount refundable shall be half of the sum, viz., Rs.....(Rupees.....) which shall be paid on demand together with interest thereon from the date of demand at 6% per annum.

And upon the obligor Shri ..... and/or Shri ..... and/or Shri ..... the sureties aforesaid making such payment, the above written obligation shall be void and of no effect; otherwise it shall be and remain in full force and virtue.

Provided always that the liability of the sureties hereunder shall not be impaired or discharged by reason of time being granted or by any forbearance or omission of the University or any person authorized by it (whether with or without the consent or knowledge of the sureties) nor shall it be necessary for the University to sue the obligor before suing the sureties Shri ..... and Shri ..... or any of them for amounts due hereunder.

The University has agreed to bear the stamp duty payable on this bond.

In witness whereof ..... the University's employee above named has signed these presents the day, month and year first above written.

Signed, sealed and delivered by

..... in the presence of

1).....2).....

..... Accepted ..... for and in behalf of the University

APPENDIX III

**FORM OF BOND TO BE EXECUTED BY TEACHERS  
GRANTED SABBATICAL LEAVE.**

(See Rule 11(111) of Leave Ordinances)

Know all men by these presents that we.....  
 ..... resident of ..... in the  
 District of ..... at present  
 employed as ..... in the North Eastern  
 Hill University (here-in-after called the obligor)  
 and Shri ..... son of .....  
 and Shri ..... son of .....  
 (here-in-after called the 'sureties') do hereby  
 jointly and severally bind ourselves and our  
 respective heirs, executors and administrators to  
 pay to the North Eastern Hill University (here-in-  
 after called "the University") on demand the sum  
 of Rs.....(Rupees.....) together  
 with interest thereon from the date of demand at  
 6% per annum or, if payment is made in a country  
 other than India, the equivalent of the said  
 amount in the currency of that country converted  
 at the official rate of exchange between that  
 country and India and together with all costs  
 between attorney and client and all charges and  
 expenses that shall or may have been incurred by  
 the Government.

Signed and dated this..... day of ..... one  
 thousand nine hundred and .....  
 Signature of the obligor .....

Signature of the sureties.....

Witnesses

- 1)
- 2)

- 1)
- 2)

Whereas the obligor is granted Sabbatical leave by the University.

And whereas for the better protection of the University the obligor has agreed to execute this bond with such condition as hereunder is written.

Now the condition of the above obligation is that in the event of the obligor Shri ..... (i) failing to rejoin the service of the University on the expiry of his Sabbatical leave; or (ii) resigning from the service of the University at any time within a period of three years after his return to duty; or (iii) being dismissed or removed from the service by the University within the said period of three years, the obligor and the sureties shall forthwith pay to the University or as may be directed by the University on demand the said sum of Rs..... (Rupees.....) together with interest thereon from the date of demand at 6% per annum.

And upon the obligor ..... and/or Shri ..... and/or Shri ..... the sureties aforesaid making such payment, the above written obligation shall be void and of no effect; otherwise it shall be and remain in full force and virtue.

Provided always that the liability of the sureties hereunder shall not be impaired or discharged by reason of time being granted or by any forbearance, act or omission of the University or any person authorised by it whether it shall be necessary for the University to sue the obligor before suing the sureties Shri ..... and Shri..... or any of them for amounts due hereunder.

The University has agreed to bear the stamp duty payable on this bond.

Signed and delivered by the obligor above named Shri ..... in the presence of --  
Signed and delivered by the surety above named Shri ..... in the presence of --  
Signed and delivered by the surety above named Shri ..... in the presence of --

Accepted  
for and on behalf of the University.

SECRET

15/10/74

18

University Grants Commission  
Bahadur Shah Zafar Marg  
New Delhi-1

SECRETARY.

D.O.No. U-1-113/74 (U)

September 10, 1974

Dear Vice-Chancellor:

The question whether a teacher who is elected or nominated to the Parliament or State Legislature may be allowed to continue teaching work without being obliged to resign his teaching position or to take long leave from the university or college concerned and the procedure to be followed by the universities in this respect, have been under consideration of the University Grants Commission.

The University Grants Commission had referred this question earlier for advice to its Advisory Committee of Vice-Chancellors and the Commission after considering the advice of the Committee of Vice-Chancellors had expressed the view that "the teachers who are either elected or nominated to the Parliament/State Legislatures may not be required to resign their academic position or to take long leave during the tenure of their membership. In order that the teaching work may not suffer, the university may consider prescribing the minimum number of days that such teachers should be available for their academic teaching and the researchwork in the University. Such teachers should not hold any administrative position/responsibilities in the University or College during the period they are members of Parliament/Legislature."

The Government of India have agreed with the views of the Commission. I am writing to bring the above advice of the Commission to the notice of the University. This may also kindly be brought to the notice of the Colleges affiliated to your university.

The receipt of this letter may kindly be acknowledged.

With regards,

Yours sincerely,  
Sd/- A.K. Chhabra

Dr Chandran D. Devanesan  
Vice-Chancellor  
North-Eastern Hill University  
Lulicichodze  
Jainw Lamshetic  
Shillong-2.



Item no 11

Dr.S.K.Jain,  
Deputy Director.

D.O.No.BSI/EC/74/Conf1.88  
Government of India,  
Botanical Survey of India.

Dated Shillong, the 18th Nov., 1974.

Dear Prof.Ramakrishnan,

Thanks for your letter No.F.4-Bot/ACAD/74-8 dated October 19, 1974. The reply has been delayed as I was out of station on leave.

I have known Dr. R.Raghavendra Rao personally for last about one year and also had the occasion of reading his papers earlier. In my opinion, Dr.Raghavendra Rao has quite clear concept of the principles of plant taxonomy. He also speaks well and in my opinion, he should make a good teacher and a research worker.

With regards,

Yours sincerely,

Sd/-S.K.Jain

Prof. P.S.Ramakrishnan,  
Head of the Department of Botany,  
North-Eastern Hill University,  
Shillong-3.

---000---

CONFIDENTIAL

Dr. K. Subramanyan,  
Ph.D. (Cornell) D.Sc. F.A.Sc. F.B.S.,  
Ex-Director,  
Botanical Survey of India.

"Vasanti"  
55/3, First Main Road  
Tata Silk Farm  
Basavangudi, Bangalore-4  
(Karnataka).  
October 28, 1974.

Dear Professor Ramakrishnan,

Please refer to your letter No. F.4/Bot/Acad/74-7, dated 19th October, 1974. As desired in this letter here is my appraisal about Dr. R. Raghavendra Rao as a person and taxonomist.

I know Dr. Raghavendra Rao for the past five years. After securing a first class in M.Sc., in 1969 from the Mysore University he was later awarded the Ph.D. Degree of the same University in 1974 for a very good piece of works on the Flora of Mysore District. I had the occasion to go through this work and consider it a very valuable and interesting contribution to taxonomy and floristics. He has been a very keen and industrious student in systematic Botany and has a sound knowledge in this subject. His thesis will be published in the form of book by the Prasara Ranga of the Mysore University. He has also some published papers on taxonomy to his credit.

In addition he has also teaching experience because he has taught the post-graduate students of the Mysore University. He has good experience in field studies and organisation of a herbarium.

In view of his academic qualifications, teaching experience, with special training in taxonomy, I have great pleasure in supporting his application for the position of a Lecturer in Botany in the Botany Department of North-Eastern Hill University. He has a high sense of duty and bears an excellent character. Please acknowledge the receipt of this letter.

With best wishes,

Yours sincerely,

Sd/-K. Subramanyan.

Dr. P. Ramakrishnan,  
Professor and Head of the Department  
North-Eastern Hill University, Shillong.

Mysore dated October 29, 1973.

Dear Dr. Ramakrishnan,

Please refer to your letter No. F.4/Bot/ACAD/74-6 dated 19 October, 1974.

Dr. Rao has been with us as a student and as a research scholar. He has been one of our top students. As a researcher he showed a lot of initiative, drive, and originality. He also showed unusual zeal and enthusiasm for a study of taxonomy. He wanted to get into the BSI, and he has done it.

In the field he has an eye for picking up plants which normally escape the attention of most others. The Ph.D. thesis he has produced has been very favourably commented upon by the examiners. His originality in preparing a short-cut key to the species, bypassing the family and generic keys is a piece of painstaking effort which shows his grasp of characters of nearly a thousand species which he has tackled. His short stint with the BSI has no doubt given a polish to his taxonomic ability.

He can be a good teacher of taxonomy. We were sorry to lose him. The only drawback noticed by me is that he is easily discouraged by bureaucratic apathy. He will no doubt be a useful person in a University Department.

I hope this short appraisal will do. If anything else is needed, please do write.

With best wishes,

Yours sincerely,

Sd/-Dr. B.A. Razi, D.Sc.,  
Professor & Head  
P.G. Dept. of Botany  
University of Mysore,  
Mysore-6 (India).

NORTH-EASTERN HILL UNIVERSITY

Dr.P.S.Ramakrishnan  
Professor of Botany.

School of Life Sciences  
Hayurbhanj House  
Kongthymmai,  
Shillong-3.

Ref: No.4/Bot/ACAD/74-14,

November,18,1974.

The Vice-Chancellor,  
North-Eastern Hill University,  
Shillong.

Sub:- Lecturer in Botany.

Respected Sir,

I had an opportunity to come in contract with Dr.R.R.Rao, Botanist, Botanical Survey of India, Shillong who is a trained plant taxonomist and who is presently working on the flora of the Mikir Hills. He has done a good piece of work for his Ph.D. on the "Flora of Mysore" as is evident from his Ph.D. thesis and his published papers.

From the personal discussions I had with him, I find him highly knowledgeable in the subject. Dr.Rao also gave a seminar in the Department on his area of research, which was of a high order.

I feel that Dr.R.R.Rao would be highly suited for the post of Lecturer in the Department and I strongly recommend his case for consideration.

Yours faithfully,

Sd/-P.S.Ramakrishnan  
Head of the Department of Botany.

Bio-data of Dr. R. R. Rao.

Name : Dr. R. Raghavendra Rao  
Date of Birth: 22-9-1945.  
Place of Birth: Shimoga ( Karnataka ).  
Present Address: Botanist, Botanical Survey of India, Shillong-3  
Permanent Address: C/o Sri. R. Vithal Rao, II cross, Basavanagudi  
Shimoga, Karnataka.

Educational Qualification:

S.S.L.C. (1963) D.V.S. H.S. Shimoga - II Class.  
P.U.C. (1964) Sahyadree College, Shimoga II Class.  
B.Sc., (1967) ( 3 yrs. course) Sahyadree college, Mysore  
University II class.  
M. Sc., (1969) ( 2 yrs. course) - Manasagangotri, Mysore I class  
Ph.D. (1974) Manasagangotri, Mysore -  
Degree awarded for my thesis on the 'Flora of Mysore  
District' (Pure systematic Botany)

Research Experience: - 6 years.

During my Masters degree I undertook the problem ' Euphorbia-  
ceae of Mysore city and Surrounding areas' for my Dissertation work  
and the work was completed in full and submitted as partial fulfil-  
ment for the Degree of Master of Science. The same was later publi-  
shed in the Journal of Mysore University.

After getting a First class in M. Sc., and gaining aptitude  
for Research and research techniques in Systematic Botany, I was  
offered a U. G. C. Research Fellowship to carry out work on the  
'Flora of Mysore District' and the work was started in the year  
1969 immediately after my M. Sc., and completed successfully in the  
year 1973 and was awarded the Degree of ' Doctor of Philosophy ' (   
( Ph. D. ) by the University of Mysore. The work was done under the  
Guidance of Dr. B. A. Razi, D. Sc., F. B. S. now Prof. and Head of  
the Department of Botany, Manasagangotri, University of Mysore,  
Mysore - 6.

Thus I have got complete 5 years of Research experience in the  
field of Systematic Botany ( Taxonomy ) in the University and one  
complete year in Botanical Survey of India, Shillong totaling to  
6 years of research experience.

Teaching:

While I was a research Fellow of the University Grants'  
Commission, I was taking classes for the post-graduate students of  
Botany for teaching field techniques and Herbarium procedures;-and

I have led innumerable batches of students of Manasagangotri for field studies and by this way the Herbarium of University of Mysore was enriched along with my own collections of about 4000/- fresh collections.

With a view to guide the students, particularly for identifying the local plants I wrote a book 'Flowering plants of Manasagangotri Campus' which was published by the University of Mysore. ( Foreward written by Dr. K. Subramanyam, D. Sc., ex-Director, Botanical Survey of India, Calcutta.) ( with Dr. B. A. Razi ). Unlike other floras, the 'Keys' in this book are unique in the sense that the keys lead directly to the species concerned rather than passing through families and then to genera. As far as my knowledge goes, this type of keys are never attempted by anyone in the country so far ( testimonial from Dr. B. A. Razi ). The same type of keys are provided for the whole Flora of Mysore district.

Publications:

1. Euphorbiaceae of Mysore city and Surrounding areas.  
Jour. Mysore University 23: 35-63. 1969-70
2. Contributions from the Herbarium, Manasagangotri, Mysore I.  
An artificial Key to the Pteridophytes of Mysore city and its neighbouring areas. Botanique 2 (1): 21-33. 1971. (Both with Dr. B. A. Razi ).
3. Contributions from the Herbarium, Manasagangotri, Mysore. II. An annotated list of Flowering plants around 'Alaka' Yelwal (Mysore District). Jour. Mys. Univ. 24: 62-80. 1971
4. Notes on Adventive plants of Mysore and Bangalore Districts.  
Jour. Mys. Univ. 25: 40-44. 1972-73 (with Dr. Ramaswamy and V. Bhaskar).
5. Name changes in Mysore plants. Bios 1: 7-22. 1972  
(with B.A. Razi)
6. Notes on Flowering plants of Chamundi Hills (Mysore District)  
Jour. Mysore Univ. .... ( in press )
7. Notes on Euphorbiaceae of Mysore. Bios. 2: ( in press ).
8. A sketch of Vegetation of Mysore District. ( in press ).
9. A contribution towards the grass-flora of (Mysore district.)  
Jour. Mysore Univ. ( in press ).
10. Galinsoga ciliata (Rafn.) Blake in Shillong - a new Distributional record. Bull. bot. Surv. India (in press).

11. Occurrence of Crossocephalum crepidioides (Benth.) S. Moore and Galinsoga ciliata (Rafn.) Blake (Asteraceae) in Mysore. ( in press ).
12. On the occurrence of Solanum eleagnifolium Cav. (Solanaceae) in Mysore Curr. Sc. .. ( in press ).

Books

13. Flowering plants of Mysore University Campus (Prasarang publication) 1974 ( Forward by Dr. K. Subramanyam, D. Sc.), (with B. A. Razi ).
14. Flora of Mysore ( with B. A. Razi ); ( in press ).

This is part of My Thesis submitted for Ph. D. degree and will be a big book running up to 700 pages; and deals with 1700 species of flowering plants.

Present post held: Botanist ( class II gazetted ), Botanical Survey of India, Eastern Circle, Shillong-3.

Present basic Pay: 680/- ( including one increment ) p.m. excluding H.R.A. with other allowances now I am getting 860/-

Shillong-3  
11-10-1974.

Sd/-  
( R. Raghavendra Rao)

Reference can be made to:

1. Dr. B. A. Razi, D. Sc., F.B.S., Prof & Head, Department of Botany, Manasagangothri, Mysore - 6.
2. Dr. S.K. Jain, Ph. D., Deputy Director, Botanical Survey of India, Shillong - 3.
3. Dr. K. Subramanyam, ex-Director.

.....

COPY

VAIVENGA

MINISTER  
HEALTH, EDUCATION ETC.  
MIZORAM  
AIZAWL

D.O.No.MED 41/74/47

Dated Aizawl the 11th November, 1974.

Dear Dr Chandran B.S.Devanesen,

I am grateful to learn that North-Eastern Hill University has made steady progress and new branches of the University have been started.

North-Eastern Hill University, to my mind will be the fulfilment of the hope of the hills people in the Eastern India to have the type of education required for their economic development, character building, and to enable young men and women of the region to take their due share in the service of the nation. We look forward to closer association between Mizoram and NEHU in particular. One step which can help us a long way is to have in Mizoram a college which will be a constituent college of NEHU. During your visit to Mizoram, you took the trouble of seeing PFG college, Aizawl. This college is now fairly well-established and it is a Government College. It is my belief that this college will gain a new life and the education standard will greatly improve if PFG college is made a constituent college of NEHU. I, therefore, request you to consider this proposal and let us have your decision.

I have also in mind one other aspect where Mizoram can draw benefit from NEHU. In this connection both as Education Minister and Minister in-charge of Revenue, I have decided to earmark a suitable land measuring about 500 acres round about Aizawl for starting a University campus. I hope you will accept this offer and take actions so that we may make a beginning to help in the planning. The area selected will be suitable for agriculture, medical, or engineering college of the University or any other branch of learning which you in your better judgement may decide.

I will also request you to examine if NEHU could directly help education in Mizoram in general as it exists now. This perhaps may be done through educationists appointed by NEHU who may be specifically assigned some duties in Mizoram. I shall welcome any suggestion for discussion to work out details about the matter raised by me.

Sd/- Vaivenga  
11/xi/74

To  
Dr Chandran B.S.Devanesen  
Vice-Chancellor  
North-Eastern Hill University  
Shillong.



Subject:- Revision of procedure regarding grant of House Rent Allowance to Teachers in the North Eastern Hill University.

This is regarding grant of house rent allowance to the Teaching Staff (Professors/Readers/Lecturers) of this University.

At present the University hires accommodation for the teaching staff upto the ceiling as indicated below:

Professors ... Rs.450/- per mensem

Readers ... 375/- " "

Lecturers ... 250/- " "

The teachers are required to pay 10% of their pay plus any amount of the rent which is in excess of the limit of hiring houses as indicated above. This practice of hiring accommodation for teachers by the University was adopted as a stop-gap arrangement in pursuance of a decision from the Executive Council and the U.G.C. For any such accommodation hired by the University, an agreement is to be entered into with the owner of the house for a specified period and the University remains responsible for payment of rental to the owner.

Experience shows that the ~~teachers~~ existing arrangement is not very suitable either for the teachers or for the University because the accommodation secured is not always found to be quite convenient for the occupant necessitating his shifting to a different accommodation for which, again, the University has to enter into an agreement with the owner even if the currency of the agreement with the owner of the previous house has not been over. This naturally results in lot of inconvenience all round and may bring in complications as well. To avoid inconvenience on this score, it seems worthwhile to require the teachers to arrange accommodation themselves keeping in view the ceiling prescribed, and then ask for house rent allowance from the University furnishing a certificate(s) of his/ttheir having hired a house and also producing the receipt for the rental paid by him/them. On the

...(2)

basis of the certificate and the rent receipt, the University will issue sanction for payment of admissible house rent allowance which can be paid along with the salary of the teachers every month. The rent receipt can also be verified twice a year - once in January and again in July. If, however, there is a change in any of the provisions of the certificate last given, resulting in increase or decrease of the allowance payable, a fresh certificate should be furnished as soon as the change occurs. In such an event, it will be open to the University to issue a revised sanction for payment of house rent allowance.

The procedure discussed in the preceding paragraph is also followed in all Central Government Departments as per Government orders on the subject. It is felt that we could adopt this procedure with advantage.

If the Vice-Chancellor kindly so agrees, this matter may be brought up for discussion in the Executive Council meeting. A draft rules in this regard is also enclosed for favour of perusal.

Vice-Chancellor

OSD(Admin)  
30-11-1974

Rules relating to grant of House Rent Allowance  
to the Teachers of the N.E.H.U.

1. Definitions - For the purpose of these rules, unless the context otherwise requires -

- (a) "Pay" means pay, special pay, personal pay or any other emoluments termed as pay.
- (b) "Rent" means the charges paid by a teacher as consideration for unfurnished accommodation occupied by him as a tenant to the party owning the said accommodation. In the case of teachers residing in their own houses, the assessed value of the monthly rent as certified by a competent rent assessing authority will be considered as rent for the houses.
- (c) "Family" means wife/husband, as the case may be, children of a teacher and other persons residing with and wholly dependent upon him/her.

2. Entitlement and conditions thereof:

The teachers are entitled to hire accommodation upto the ceiling as indicated below :

Professors	...	Rs.450/-	per mensem
Readers	...	375/-	" "
Lecturers	...	250/-	" "

Against this entitlement, the teacher would be required to pay 10% of his pay. Any amount of the rent of the rent in excess of the above limit of hiring accommodation will also be borne by the teacher concerned from his own pocket.

3. Regulation of the allowance during leave :

During the period of study leave the house rent allowance shall be regulated under the leave Ordinances/ Regulations. During other kinds of leave, a teacher will be entitled to draw the allowance at the same rate at which he was drawing the allowance before he proceeded on leave. For this purpose, leave means total leave of all kind not exceeding 120 days and the first 120 days if the actual duration of the leave exceeds that period, but does not include leave preparatory to retirement, refused leave or terminal leave, whether running concurrently with the notice period or not. When vacation or holidays are combined with leave, the entire period of vacation or holidays and leave should be taken as one spell of leave.

4. Certificates

Every teacher shall furnish, along with his first claim for house rent allowance and also in January and July each year, a certificate in the form given in Annexure-I or Annexure-II whichever is applicable to him. If, however, there is a change in any of the provisions of the certificate last given, resulting in increase or decrease of the allowance payable to him, a fresh certificate should be furnished as soon as the change occurs.

Note:- The University shall have the right to demand the production of rent receipt for any month/months and also satisfy itself whether the rent claimed is reasonable with reference to the accommodation actually hired by the teacher.

5. Interpretation -

If any doubt arises regarding the interpretation of any provisions of these rules or a case is not covered by these rules, the matter shall be decided by the Vice-Chancellor, North Eastern Hill University after considering the corresponding provisions in the rules of other Central Universities and the Government of India.

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ANNEXURE-I

I certify that I am residing in a rented house at \_\_\_\_\_ (address of the premises) from \_\_\_\_\_ to \_\_\_\_\_ and am paying a monthly rent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only.

2. I also certify that the accommodation in respect of which the allowance is claimed is not sublet or occupied normally by any person who does not belong to my family.

3. I also certify that my wife/husband has not been provided with family accommodation in the same station by the University or any other recognised Body.

Signature: \_\_\_\_\_

Name (In block): \_\_\_\_\_  
letters \_\_\_\_\_

Station: .....

Post held \_\_\_\_\_

Date : .....

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ANNEXURE-II

I certify that I am residing in a house owned by me \*\* and the monthly rental value thereof as assessed by the competent rent assessing authority is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only - Vide certificate in original enclosed.

2. I certify that the accommodation in respect of which the allowance is claimed is not occupied normally by others who do not belong to my family.

3. I also certify that I have not been provided with University accommodation during the period in respect of which the allowance is claimed.

\*\* at \_\_\_\_\_ (address of premises) from \_\_\_\_\_

Signature \_\_\_\_\_

Name (In block) \_\_\_\_\_  
letters. \_\_\_\_\_

Station : .....

Post held \_\_\_\_\_

Date: .....

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Subject:- Revision of procedure regarding grant of House Rent Allowance to Teachers in the North Eastern Hill University.

This is regarding grant of house rent allowance to the Teaching Staff (Professors/Readers/Lecturers) of this University.

At present the University hires accommodation for the teaching staff upto the ceiling as indicated below:

Professors ...	Rs.450/-	per mensem		
Readers ...	375/-	"	"	
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The teachers are required to pay 10% of their pay plus any amount of the rent which is in excess of the limit of hiring houses as indicated above. This practice of hiring accommodation for teachers by the University was adopted as a stop-gap arrangement in pursuance of a decision from the Executive Council and the U.G.C. For any such accommodation hired by the University, an agreement is to be entered into with the owner of the house for a specified period and the University remains responsible for payment of rental to the owner.

Experience shows that the ~~teachers~~ existing arrangement is not very suitable either for the teachers or for the University because the accommodation secured is not always found to be quite convenient for the occupant necessitating his shifting to a different accommodation for which, again, the University has to enter into an agreement with the owner even if the currency of the agreement with the owner of the previous house has not been over. This naturally results in lot of inconvenience all round and may bring in complications as well. To avoid inconvenience on this score, it seems worthwhile to require the teachers to arrange accommodation themselves keeping in view the ceiling prescribed, and then ask for house rent allowance from the University furnishing a certificate(s) of his/ttheir having hired a house and also producing the receipt for the rental paid by him/them. On the

...(2)

basis of the certificate and the rent receipt, the University will issue sanction for payment of admissible house rent allowance which can be paid along with the salary of the teachers every month. The rent receipt can also be verified twice a year - once in January and again in July. If, however, there is a change in any of the provisions of the certificate last given, resulting in increase or decrease of the allowance payable, a fresh certificate should be furnished as soon as the change occurs. In such an event, it will be open to the University to issue a revised sanction for payment of house rent allowance.

The procedure discussed in the preceding paragraph is also followed in all Central Government Departments as per Government orders on the subject. It is felt that we could adopt this procedure ~~to~~ with advantage.

If the Vice-Chancellor kindly so agrees, this matter may be brought up for discussion in the Executive Council meeting. A draft rules in this regard is also enclosed for favour of perusal.

Vice-Chancellor

OSD(Admin)  
30-11-1974

Rules relating to grant of House Rent Allowance  
to the Teachers of the N.E.H.U.

1. Definitions - For the purpose of these rules, unless the context otherwise requires -

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3. Regulation of the allowance during leave :

During the period of study leave the house rent allowance shall be regulated under the leave Ordinances/ Regulations. During other kinds of leave, a teacher will be entitled to draw the allowance at the same rate at which he was drawing the allowance before he proceeded on leave. For this purpose, leave means total leave of all kind not exceeding 120 days and the first 120 days if the actual duration of the leave exceeds that period, but does not include leave preparatory to retirement, refused leave or terminal leave, whether running concurrently with the notice period or not. When vacation or holidays are combined with leave, the entire period of vacation or holidays and leave should be taken as one spell of leave.

.... (2)



4. Certificates

Every teacher shall furnish, along with his first claim for house rent allowance and also in January and July each year, a certificate in the form given in Annexure-I or Annexure-II whichever is applicable to him. If, however, there is a change in any of the provisions of the certificate last given, resulting in increase or decrease of the allowance payable to him, a fresh certificate should be furnished as soon as the change occurs.

Note:- The University shall have the right to demand the production of rent receipt for any month/months and also satisfy itself whether the rent claimed is reasonable with reference to the accommodation actually hired by the teacher.

5. Interpretation -

If any doubt arises regarding the interpretation of any provisions of these rules or a case is not covered by these rules, the matter shall be decided by the Vice-Chancellor, North Eastern Hill University after considering the corresponding provisions in the rules of other Central Universities and the Government of India.

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Item: 15

# India International Centre



7th December, 1974.

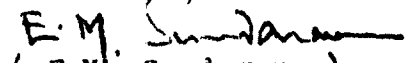
The Vice-Chancellor,  
North-East Hill University,  
Shillong.

Sir,

I wish to bring to your notice the decision of the Board of Trustees that only those Universities who had paid Rs.10,000/- as admission Fees are eligible for the University Rates of concessions (i.e. Single Room Rs.25/- and Double Room Rs.50/- per day). Universities who pay an admission fee of Rs.7,500/- will be entitled only to the concessions appropriate to Corporate Ordinary members. (Rate list enclosed for reference).

We would therefore request you to pay the balance to make up the admission fee of Rs.10,000/- if you wish to be entitled to the special university rates.

Yours faithfully,

  
( E.M. Sundaram )  
Secretary.

NOTE PUT UP BY THE OSD (ADMINISTRATION)

Subjects:- Revision of procedure regarding grant of house rent allowance to teachers in the North-Eastern Hill University.

This is regarding grant of house rent allowance to the teaching staff (Professors/Readers/Lecturers) of this University.

At present the University hires accommodation for the teaching staff upto the ceiling as indicated below:

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Experience shows that the existing arrangement is not very suitable either for the teachers or for the University because the accommodation secured is not always found to be quite convenient for the occupant necessitating his shifting to a different accommodation for which, again, the University has to enter into an agreement with the owner even if the currency of the agreement with the owner of the previous house has not been over. This naturally results in lot of inconvenience all round and may bring in complications as well. To avoid inconvenience on this score, it seems worthwhile to require the teachers to arrange accommodation themselves keeping in view the ceiling prescribed, and then ask for house rent allowance from the University furnishing a certificate(s) of his/~~their~~ their having hired a house and also producing the receipt for the rental paid by him/~~them~~. On the basis of the certificate and therent receipt, the University will issue sanction for payment of admissible house rent allowance which can be paid along with the salary of the teachers every month. The rent ~~or~~ receipt can also be verified twice a year - once in January and again in July. If, however, there is a change in any of the provisions of the certificate last given, resulting in increase or decrease of the allowance payable, a fresh certificate should be furnished as soon as the change occurs. In such an event, it will be open to the University to issue a revised sanction for payment of house rent allowance.

The procedure discussed in the preceding paragraph is also followed in all Central Govt. Departments as per Government orders on the subject. It is felt that we could adopt this procedure with advantage.

If the Vice-Chancellor kindly so agrees, this matter may be brought up for discussion in the Executive Council meeting. A draft rules in this regard is also enclosed for favour of perusal.

OSD (Admn).  
30.11.1974.

Vice-Chancellor

Rules relating to grant of house rent allowance to the teachers of the NEHU.

1. Definitions :- For the purpose of these rules, unless the context otherwise requires -

- (a) "Pay" means pay, special pay, personal pay or any other emoluments termed as pay.
- (b) "Rent" means the charges paid by a teacher as consideration for unfurnished accommodation occupied by him as a tenant to the party owning the said accommodation. In the case of teachers residing in their own houses, the assessed value of the monthly rent as certified by a competent rent assessing authority will be considered as rent for the houses.
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4. Certificates

Every teacher shall furnish, along with his first claim for house rent allowance and also in January and July each year, a certificate in the form given in Annexure-I or Annexure-II whichever is applicable to him. If, however, there is a change in any of the provisions of the certificate last given, resulting in increase or decrease of the allowance payable to him, a fresh certificate should be furnished as soon as the change occurs.

Notes:- The University shall have the right to demand the production of rent receipt for any month/months and also satisfy itself whether the rent claimed is reasonable with reference to the accommodation actually hired by the teacher.

5. Interpretation -

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If any doubt arises regarding the interpretation of any provisions of these rules or a case is not covered by these rules, the matter shall be decided by the Vice-Chancellor, North-Eastern Hill University after considering the corresponding provisions in the rules of other Central Universities and the Government of India.

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ANNEXURE - I

I certify that I am residing in a rented house at \_\_\_\_\_  
(address of the premises) from \_\_\_\_\_ to \_\_\_\_\_ and am paying a  
monthly rent of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) only.

2. I also certify that the accommodation in respect of which the allowance is claimed is not sublet or occupied normally by any person who does not belong to my family.

3. I also certify that my wife/husband has not been provided with family accommodation in the same station by the University or any other recognised Body.

Station ..... Signature \_\_\_\_\_  
Date ..... Name (in block \_\_\_\_\_  
letters) \_\_\_\_\_  
Post held \_\_\_\_\_

ANNEXURE - II

I certify that I am residing in a house owned by me\*\* and the monthly rental value thereof as assessed by the competent rent assessing authority is Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) only  
vide certificate in original enclosed.

2. I certify that the accommodation in respect of which the allowance is claimed is not occupied normally by others who do not belong to my family.

3. I also certify that I have not been provided with University accommodation during the period in respect of which the allowance is claimed.

\*\* at \_\_\_\_\_ (addressed of premises) from \_\_\_\_\_

Station ..... Signature \_\_\_\_\_  
Date ..... Name in Block \_\_\_\_\_  
letters. \_\_\_\_\_  
Post held \_\_\_\_\_

**Subject: Revision of procedure regarding grant of House Rent Allowance to Teachers in the North-Eastern Hill University.**

This is regarding grant of house rent allowance to the Teaching Staff (Professors/Readers/Lecturers) of this University.

At present the University hires accommodation for the teaching staff upto the ceiling as indicated below:

Professors	.....Rs.450/-	per mensam
Readers	.....Rs.375/-	" "
Lecturers	.....Rs.250/-	" "

The teachers are required to pay 10% of their pay plus any amount of the rent which is in excess of the limit of hiring houses as indicated above. This practice of hiring accommodation for teachers by the University was adopted as a stop-gap arrangement in pursuance of a decision from the Executive Council and the U.G.C. For any such accommodation hired by the University, an agreement is to be entered into with the owner of the house for a specified period and the University remains responsible for payment of rental to the owner.

Experience shows that the existing arrangement is not very suitable either for the teachers or for the University because the accommodation secured is not always found to be quite convenient for the occupant necessitating his shifting to a different accommodation for which, again, the University has to enter into an agreement with the owner even if the currency of the agreement with the owner of the previous house has not been over. This naturally results in lot of inconvenience all round and may bring in complications as well. To avoid inconvenience on this score, it seems worthwhile to require the teachers to arrange accommodation themselves keeping in view the ceiling prescribed, and then ask for house rent allowance from the University furnishing a certificate(s) of his/their having hired a house and also producing the receipt for the rental paid by him/them. On the basis of the certificate and the rent receipt, the University will issue sanction for payment of admissible house rent allowance which can be paid along with the salary of the teachers every month. The rent receipt can also be verified twice a year- once in January and again in July. If, however, there is a change in any of the provisions of the certificate last given, resulting in increase or decrease of the allowance payable, a fresh certificate should be furnished as soon as the change occurs. In such an event, it will be open to the University to issue a revised sanction for payment of house rent allowance.

The procedure discussed in the preceding paragraph is also followed in all Central Government Departments as per Government orders on the subject. It is felt that we could adopt this procedure with advantage.

If the Vice-Chancellor kindly so agrees, this matter may be brought up for discussion in the Executive Council meeting. A draft rules in this regard is also enclosed for favour of perusal.

Vice-Chancellor

ASD(Admin)  
30-11-1974

*be started  
circulated to all  
teachers.*