

6:3:1: Leave/Deputation.
 (1) Earned leave in respect of Dr. Vinod Singh, ISOS & B,
 NEHU, Shillong.

The Executive Council in its meeting held on 8.12.98 has considered the grant of earned leave to Dr. Vinod Singh and resolved the Chairman to see if he has been permitted. If he has proceed on leave without permission, the Chairman may take appropriate action. This resolution is based on the agenda at ANNEXURE-I. The office examined the matter and found that Dr. Vinod Singh has not sought prior permission of the University and has claimed it as a matter of right. Under Clause 19(2) (a), which says leave cannot be claimed as a matter of right and as such the office had called for explanation from Dr. Vinod Singh, as he has violated the Clause as laid down in the Ordinance OE-6 vide Annexure-II. In his reply to our explanation, Dr. Vinod Singh has stated that he had applied for duty leave on 8th October, 97, to visit Wichita State University, as soon as he received an invitation from there. Considering the importance and economic value of the proposed visit, he then applied for earned leave on 3rd April, 98. For the duration he stayed at Wichita State University, he has stated that he has not violated the provision under the Ordinance intentionally and the acts of his is in good faith done with the sole purpose of serving NEHU and to contribute to the advancement of its academic excellence. His reply may kindly be seen at Annexure-III. It may be stated that duty leave of Dr. Singh for 90 days was regretted by the 96th Executive Council, vide resolution No. EC:96:89:6:3:(iv) on the ground that he had just resumed duties after two years from study leave. Dr. Vinod Singh was sanctioned study leave for a period of two years vide order dated 4.8.94 and had executed a bond before availing the leave, in terms of the Ordinance, for which he has executed the same on the following conditions:-

- 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 granted to him, 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 obligator and the sureties shall forthwith pay to the University or as may be directed by the said University

on demand the said sum equivalent to pay and allowance paid during the period of study leave together with interest thereon from the date of demand at six per cent per annum.

On examination it is found that Dr. Vinod Singh has not violated the conditions laid down in the bond as he has neither left the service of the University after his re-joining after the study leave nor has been dismissed or removed from the service. The only question is that Dr. Vinod Singh has taken up a temporary assignment at Wichita State University within the period of three years after his return to duty from his study leave. Under the present Ordinance of Clause 10(xiii) a teacher availing the study leave shall under take that he shall serve the university for a continuous period equal to the period of study leave actually availed of his resuming duties after expiry of the study leave. Dr. Vinod Singh has failed to comply with the requirement period of study leave actually availed w.e.f. the date of resuming duties after expiry of the study leave and this Clause was not incorporated in the Bond executed by Dr. Vinod Singh. Hence, strictly speaking, it may not be justified if any action be taken against him for alleged violation of the above Bond/ Clause-10 (xii) of OE-6. However, Dr. Vinod Singh had taken up a temporary assignment with the Wichita State University without obtaining prior permission, thus amounts to unauthorised absence from duty. He can be proceeded against for the misconduct of unauthorised absence but such a subject may not stand in the court of law. The period of absence from 6.4.98 to 20.6.98 which was recommended by Prof. Bajpai on 22.6.98 clearly shows that he has submitted the leave application only after return from Wichita State University. Thus, the period from 6th April, 98 to 20th June, 98 may be considered by granting E.O.L. under Clause-8(iii) of OE-6, subject that the period shall not also count for pensionary/Contributory Provident Fund, unless Contributory Provident Fund are paid by the teacher or the foreign employer. Secondly, Dr. Vinod Singh shall continuously serve the University for two years w.e.f. date of his re-joining his duties on 22.6.98 after his return from Wichita State University.

The matter is put up to the Executive Council for consideration of the matter.

A N N E X U R E : I

Sub:- Agenda Notes to the E.C.

Dr. Vinod Singh, Reader, department of ISOS & B, NEHU Shillong, had applied for duty leave for 90 days, but was regretted by the 96th EC, Resolution No. 96:98:6:3;(iv) on the ground that he had just resumed after 2 years from study leave sanctioned w.e.f. 20.2.95 to 19.2.97, but curtailed upto 13.2.97. Subsequently, he has requested for 90 days EL of which he availed for 76 days w.e.f. 6.4.98 to 20.6.98 to visit Wichita State University for Research work.

The purpose of leave applied and since availed by Dr. Singh, is very clear (Annexure-II) that he was to join as a visiting Professor of Biological Science, following his appointment at Wichita State University, and will be paid by the Institution a stipend to support his leaving expenses for three months. Clause 19 (F) (9) of Ordinance OE-6 states, that a teacher on leave shall not without written permission of the University taken in advance engage directly or indirectly in any trade or business whatsoever or in any private tuition or other work to which any emoluments or honorarium is attached.

Secondly, as per Ordinance Clause 10 (xiii) of OE-6 Dr. Singh on his resumption of duties from study leave did not complete to serve the University for a continuous period of study leave availed by him. In either case, Dr. Singh by his action, has violated the ordinances in availing the leave without obtaining prior permission of the competent authority and proceeded without serving the required period from his last study leave.

The EL applied by Dr. Singh for 76 days is therefore placed before the EC for decision.

6:3:1(4)

NORTH EASTERN HILL UNIVERSITY
PERMANENT CAMPUS :: SHILLONG.

A N N E X U R E: II

No. F.95-90/Estt-II/87-674

Dated 19.4.99

To,

Dr. Vinod Singh,
Reader,
ISOSB, Bio-Physics,
NEHU, Shillong.

Sub:- Explanation.

Sir,

You have availed 76 days EL w.e.f. 6.4.98 to 26.6.98 to visit Wichita State University. The purpose of leave applied and since availed by you is to join as visiting Professor, Biological Science following the appointment made by Wichita State University with a stipend to be paid by the Institute to support your living expense for 3 months. The Ordinance under Clause 19 (F) (9) of OE.6 states that a teacher on leave shall not without a written permission of the University taken in advance engage directly or indirectly in any trade or business whatsoever or in any private tuition or other work to which any emoluments or honorarium is attached.

Secondly, the Ordinance under Clause 10 (xiii) of OE-6 requires you to complete the period of service in the University for a continuous period of study leave availed by you prior to subsequent leave.

Further, Clause F.19.2(a) of Ordinance OE-6 has spelt out that leave cannot be claimed as a matter of right. In either case, by your action, you have violated the relevant Ordinances by availing the leave without obtaining prior permission from the competent authority and also proceeded without serving the required period of study leave availed by you.

In view of the above violation of the Ordinances, you are hereby directed to submit your explanation as to why action should not be initiated under Clause F.10 (10) of Ordinance OE-6 and treat as willful absence from duty as misconduct.

Your explanation should reach the Undersigned within 15 days from the date of receipt of this letter or the matter will be decided as expar-te.

Yours faithfully,
Sd/-
Registrar

6:3:1(5)
NORTH EASTERN HILL UNIVERSITY
PERMANENT CAMPUS :: SHILLONG.

A N N E X U R E: III

The Registrar,
North Eastern Hill University,
Permanent Campus, Shillong - 22

May, 13th, 1999

Sub:- Explanation.

Sir,

This refers to your letter No. F. 95-90/Estt-II/87-674 dated 19.4.99 regarding the above mentioned subject and my visit to Wichita State University on earned leave.

As a matter of fact, I applied for duty leave on October 8, 1997 to visit Wichita State University as soon as I received an invitation from there. To my great surprise and disappointment, the duty leave requested and applied for was not granted. Considering the importance and academic value of the proposed visit, I therefore, applied to NEHU on April 3, 1998 to grant me earned leave for the duration of my stay at Wichita USA. I believed and sincerely hoped that our University will certainly consider my application favourably. I proceeded to Wichita as per schedule already fixed. After my return, I was asked to resubmit my application for earned leave and also my joining report which I complied with.

Sir, as per my understanding and knowledge of NEHU ordinances governing leave rules to teachers, I have not violated them and even more so intentionally. All acts of mine were and still are in good faith done with a sole purpose to serve NEHU and contribute to the advancement of its academic excellence.

The submissions made in the foregoing paragraphs will make it clearly obvious that my visit to Wichita is not an act of willful absence from NEHU (duty) and thus misconduct. The purpose, duration, dates etc. were known to the University and no facts were hidden by me.

Before I conclude, Sir, I shall appreciate if you would please consider my submissions positively and oblige.

Yours faithfully,

sd/-

Vinod Singh.

- (xv) Technical resignation in respect of Dr. GD Sharma,
Reader, Department of Botany.

EC:104:99:6:2: (xv): The Council considered the technical resignation tendered by Dr. GD Sharma, Reader, Department of Botany w.e.f. 29.5.96 (A.N.) and RESOLVED to accept the same.

- (xvi) Orders of the Ministry of Finance banning creation of posts viz-a-viz filling in of vacant posts aimed at 10% cut in sanctioned Non-Teaching posts of the University.

EC:104:99:6:2: (xvi): This item was read along with item No.6:7: (i).

6:3- Leave / Deputation.

- (i) Earned Leave in respect of Dr. Vinod Singh, ISOS & B
NEHU, Shillong.

EC:104:99:6:3: (i) : The Council considered the period of absence of Dr. Vinod Singh, Reader, ISOS & BP w.e.f. 6th April to 20th June, 1998 and RESOLVED that he may be granted Earned Leave for the period.

6:6- Service condition / Financial & Other Benefits.

- (i) Change of wording in Deeds of Agreement.

EC:104:99:6:6: (i): The Council considered the change or wording in the Deed of Agreement with the Government of Mizoram on the taking over of the Pachhunga University College and RESOLVED to substitute the words "on deputation with the University without deputation allowance" to "on duty".

- (ii) Remittance of Pensionary / Contributory Provident
Fund during EOL period in respect of Dr. E. Laitflang.

EC:104:99:6:6: (ii): The Council considered the remittance of LS & PC in respect of Dr. E. Laitflang, Reader in Political Science during the period of her lien and RESOLVED that she may be asked to remit the pension contribution.