

Item NO: 4 DEFERRED ITEMS -

- (i) Engagement of Shri Saingura Sailo, Advocate as legal Adviser for Mizoram Campus
- (i) Engagement of Shri Saingura Sailo Advocate as legal adviser for Mizoram Campus.

In pursuance of the E.C's decision adopted in its meeting held on 21.3.97 vide Minute No:EC:92:97:8:(iii) offer of appointment as Legal Adviser has been issued on the following terms and conditions.

- (i) Term of contract - 3 years
- (ii) Retainership fee - Rs.2000/-P.M.
- (iii) Charge per case - Rs.20,000/-
- (iv) Fees for drafting, affidavit, Rejoinder etc. - Nil
- (v) The engagement is terminable by either party on one month's notice.

While accepting the offer, Shri S. Sailo vide his letter at Annexure-'I' has proposed another condition that 50% of the fees i.e. Rs.10,000/- be paid to him as an advance for every case allotted to him. The advance payment is not found agreeable as it may create unforeseen complication in the event of termination of his appointment and also that such practice is not followed for the Legal Adviser in Shillong.

The matter was placed before the 93rd meeting of the Executive Council held on 15.7.97. The Council however, RESOLVED to defer the matter. Hence the matter is now placed before the Council for consideration.

Mr.Saingura Sailo MA,LL.B.
Advocate,Guwahati High Court.

D.Vengthur
Aizawl,Mizoram
Ph.No.22652.
Pin Code 796001.

To,

Mrs.S.Rynjah,
Officer on Special Duty,
NEHU.

Subject: Acceptence to be Legal Adviser,NEHU.

Reference: Your letter No.F.21-4/Admn/92-97/1887 dated
25.4.97.

Madam,

With reference to your letter cited above, I am to inform you that, I am happy to accept my appointment as Legal Adviser,NEHU,Mizoram Campus,Aizawl, on a monthly retainer fee of Rs.2,000/-per month and fees of Rs.20,000/- per case without seperate fees for drafting,advise,etc.

I would like to inform you also that,I will accept the same fees of Rs.20,000/- per case in the Court of the Deputy Commissioner and his assistants.. I will not charge fees for drafting, affidavit,rejoinder,etc.seperately in the High Court or lower Court. However, as soon as case is allotted to me,50% of the fees, i.e. Rs.10,000/- may be given as an advance to meet necessary expenditure. Regarding Court fees/Stamp will be charged seperately according to the required for each case. And relating to the term of the contract, 3 years is reasonable and terminable by either party one one month's notice is also reasonable.

Thanking you,

Yours faithfully,

Sd/-1.5.97

Copy to:

Pro-Vice-Chancellor,NEHU,Mizoram Campus.

EC : 94 : 97 : 3 : (ii) The Council noted the action taken in the amendment of Clause 2 (1) of Ordinance OE 4 and resolved that further action on the same may be taken on receipt of further intimation from MOHRD.

(iii) Grant of lien to Dr.B.K.Deb Sarma, Director, College Development Council , NEHU, Shillong.

EC : 94 : 97 : 3 : (iii): The Council ratified the action taken by the Vice-Chancellor in granting lien to Dr.B.K.Dev Sharma to take up the post of Director, College Development Council , Shillong.

(iv) Resignation of Dr. M.Y. Khan , Reader, Department of Bio-Chemistry, NEHU, Shillong.

EC: 94 : 97 : 3 : (iv) : The Council ratified the action taken by the Vice-Chancellor in accepting the technical resignation of Dr.M.Y. Khan, Reader in Bio-Chemistry with effect from 22.12.1993 (F.N.).

(v) Grant of lien to Dr.D.Sanyal, Sr .Lecturer, Horticulture ,NEHU.

EC : 94 : 97 : 3 : (v): The Council ratified the action taken by the Vice-Chancellor in granting lien to Dr.D.Sanyal for a period of one year with effect from 30.8.1997 (A.N.) to enable him to take up an assignment at Visva-Bharati.

(vi) Grant of lien to Prof.V.K.Kumar ,, Department of Commerce.

EC : 94 : 97 : 3 : (vi) : The Council ratified the action taken by the Vice-Chancellor in granting lien to Prof. V.K. Kumar for a period of one year with effect from 22.8.1997 to enable him to take up an assignment at the Indian Institute of Management, Calicut.

Item No. 4 DEFERRED ITEMS-

(i) Engagement of Shri Saingura Sailo, Advocate, as Legal Adviser for Mizoram Campus.

EC : 94 : 97 : 4: (i) : The Council considered the engagement of Shri S.Sailo as Legal Adviser of the University for Mizoram and RESOLVED to engage him on the following terms and conditions:

- | | | |
|----------------------|---|----------------|
| (i) Term of contract | - | 3 years |
| (ii) Retainer fee | - | Rs.2000/- P.M. |

- (iii) Charge per case - Rs. 20,000/- (without payment of 50% advance as stated by him in his letter of May 1, 1997).
- (iv) Fees for drafting, affidavit, rejoinder etc - Nil.
- (v) The engagement is terminable by either party on one month's notice.
- (vi) Fifty per cent of the fees to be paid in advance.

Item No. 5 ACADEMIC MATTERS:

5:1- Statutes, Ordinances, Regulations & Rules -

(i) Amendment to Clause 2 (1) of Ordinance OE -4

EC : 94 : 97 : 5:1 (I): The Council considered the proposal to advertise the various vacant posts of the University in the University News published by AIU and RESOLVED that the same be referred to the Academic Council.

(ii) Statutes and Ordinance on Procedure of Arbitration and Appeal..

EC : 94 : 97 : 5: 1: (ii): The Council considered the Legal Adviser's opinion on the Draft Statutes and Ordinance on the Procedure of Arbitration and Appeal and RESOLVED to approve the same.

(i) Rajiv Gandhi Chair

EC : 94 : 97 : 5 : 8 (I): The Council considered the recommendations of the Search Committee for the Rajiv Gandhi Chair and RESOLVED that the offer of appointment may be made to Dr..K.S.Singh for a period of three years or till he attains the age of sixty five whichever is earlier .

(ii) Inclusion of the name of the mother alongwith that of the father in all kinds of forms/documents in respect of students.

EC ; 94 : 97 : 5 : 8 : (ii) : The Council considered the letter from the MOHRD regarding inclusion of the mother's name in all kinds of documents and forms in respect of students and RESOLVED that NEHU may also adopt the practice with effect from the next academic year.

Item No. 6 ADMINISTRATIVE MATTERS

6: 1 - Selection Committees.