RULES AND REGULATIONS

1. Rules Governing Service Matters

1.1 Terms and Conditions of service of Non-teaching employees of the University

GENERAL

1.1.1 These rules may be called the "The English and Foreign Languages University Employees Terms and Conditions of Service Rules", hereinafter, 'EFL University'.

These Rules shall be deemed to have come into force from the date of approval of these Rules by the Executive Council.

1.1.2. Subject to the provisions in the Act and Statutes, these rules shall apply to the employees of the EFL University.

DEFINITIONS AND INTERPERETATIONS

1.1.3 Unless the context otherwise requires, the various terms used in these rules will have the meanings as explained below:

(i) Average Pay means the average monthly pay earned during the 10 complete calendar months immediately preceding the month in which the event occurs which necessitates the calculation of average pay.

(ii) Cadre means the strength of a service or a part of a service sanctioned as a separate unit.

(iii) Compensatory Allowance means an allowance granted to an employee to meet the personal expenditure necessitated by the special circumstances in which duty is performed.It includes traveling allowance.

(iv) **Duty** includes (a) service on probation provided that such service is followed by confirmation; (b) joining time. An employee may be treated as on duty during the course of instruction or training.

(v) **Employee** means a University Employee (both Teaching and Non-Teaching Staff).

(vi) Fee means a recurring or non-recurring payment made to an employee from a source other than the funds of the University whether made directly to the employee or indirectly through the intermediary of the University but it does not include unearned income such as income from property, dividends and interests on securities and income from literary, artistic, cultural, scientific and technological efforts.

(vii) **Honorarium** means a recurring or non-recurring payment granted to an employee from the funds of the University as remuneration for special work of an occasional or intermittent character.

(viii) **Foreign Service** means in which an employee receives his/her pay with the sanction of the University from a source other than the funds of the University.

(ix) **Joining** Time means the time allowed to an employee to travel to or from a station to which he/she is posted on transfer from one station to another within the jurisdiction of the University.

(x) **Leave Salary** means the monthly amount paid by University to an employee who is on leave.

(xi) **Lien** means the title of an employee to hold substantively either immediately, or on the termination of a period or periods of absence, a permanent post, including a tenure post, to which he/she has been appointed substantively.

(xii) **Month** means a calendar month. In calculating a period expressed in terms of months and days, complete calendar months, irrespective of the number of days in each, should first be calculated and the odd number of days calculated subsequently.

(xiii) **Officiating** means an employee who officiates in a post when he/she performs the duties of a post on which another employee is holding a lien. An employee may also officiate in a vacant post on which no other employee holds a lien.

(xiv) **Pay** means the amount drawn monthly by an employee as:

(a) the pay other than special pay or pay granted in view of his/her personal qualifications which has been sanctioned for a post held by him/her substantively or in an officiating capacity or to which he/she is entitled by reason of his/her position in a cadre; and

(b) special pay and personal pay.

(xv) **Personal Pay** means additional pay granted to an employee

(a) to save him/her from loss of substantive pay in respect of a permanent post, other than a tenure post, due revision of pay or to any reduction of such substantive pay, otherwise than as a disciplinary measure; or

(b) in exceptional circumstances on other personal considerations.

(xvi) **Probation:** A person on probation in a post is one appointed to that post for determining his/her fitness for eventual substantive appointment to the post.

(xvii) **Special Pay** means an addition of the nature of pay, to the emoluments of a post or of an employee, granted in consideration of

(a) the specially arduous nature of duties or

(b) a specific addition to the work or responsibility.

(xviii) **Permanent Post** means a post carrying a definite rate of pay sanctioned without limit of time except the retirement age.

(xix) **Substantive Pay** means the pay other than special pay or personal pay to which an employee is entitled to on account of a post to which he/she has been appointed substantively.

(xx) **Subsistence Grant** means monthly grant made to an employee who is not in receipt of pay or leave salary.

(xxi) **Temporary Post** means a post carrying a definite rate of pay sanctioned for a limited time.

(xxii) **Time Scale Pay** means pay which rises by periodical increments from a minimum to a maximum.

(xxiii) **Traveling Allowance** means an allowance granted to an employee to cover the expenses which he/she incurs in traveling in the interests of the University.

(xxiv) **University** means The English and Foreign Languages University.

1.1.4 GENERAL CONDITIONS OF SERVICE

(Non-Teaching)

As per the provisions contained in Statute 24 of the Statutes of the University, terms and conditions of service and code of conduct of other employees (non-teaching staff) have been provided in these Rules:

a) The non-teaching posts in the University may be classified into four categories as below;

Group A: (Rs.13500 and above which may be revised by the UGC or Government from time to time)

Registrar, Finance Officer, Librarian, Controller of Examinations, Deputy Registrar/Deputy Finance Officer, Deputy Librarian/Deputy Controller of Examinations Assistant Registrar/Assistant Finance Officer/Assistant Controller of .Examinations/Assistant Librarian/ Engineer/ Programmer /System Analyst and such other equivalent posts that may be created in future.

Group B: (Rs.9000-13500 which may be revised by the UGC or Government)

Section Officer, Secretary to The Vice-Chancellor, Senior PA/Senior Assistant/Professional Assistant and such other equivalent posts that may be created in future.

Group C: (Rs. 4000- 9000 which may be revised by the UGC or Government)

Office Assistant./Computer Operator/Stenographer/Junior Office Assistant Drivers/Library Attendant and such other equivalent posts that may be created in future.

Group D: (Rs. 4000 or less which may be revised by the UGC or Government)

All other posts carrying a pay or a scale of pay, the maximum of which is Rs.4000/- or less.

(b) the University will make all appointments by direct recruitments through open advertisement except the promotion posts as per Recruitment Rules approved by Executive Council

(c) The Selection Committee shall comprise the following:

(i) Selection Committee for the post of Group A and B (except statutory posts for which constitution is provided in Statute18)

1. The Vice-Chancellor: Chairperson
2. The Pro-Vice-Chancellor
3. Two members from among the members of the Executive Council to be nominated by the Vice-Chancellor.
4. Two experts not in service of this University to be nominated by the Vice-Chancellor.
5. One SC/ST member to be co-opted, if he/she is not already in the Selection Committee.

6. Registrar (Member-Secretary)

(Note: In the absence of the Vice-Chancellor, the Pro-Vice-Chancellor. shall be the Chairperson of the Selection Committee)

(ii) Selection Committee for the posts of Group C and D.

1. Registrar: Chairperson
2. One member of Executive Council to be nominated by the Vice-Chancellor
3 Two members of the teaching staff of the University to be nominated by the Vice- Chancellor
4. One expert not in service of this University, to be nominated by the Vice-Chancellor
5. One SC/ST member to be co-opted, if he/she is not already in the Selection Committee.

(i) The candidates for selection to the posts of Group A will be selected by the Selection Committee.

(ii) A competitive written test will be held for selection to the posts under Group B and C.

(iii) Candidates for selection to the posts of Group D will be selected by the Selection Committee through personal interview.

(iv) The Chairperson will be entitled to vote at the meeting and shall have an exercise to cast a vote in case of a tie.

(v) The recommendations of the Selection Committee in respect of the posts of Groups A and B will be submitted to the Executive Council and orders of appointments will be issued only after the approval of the Executive Council except in case of emergency wherein in The Vice-Chancellor may issue orders as per the recommendations of the Selection Committee and report the matter to the Executive council at its next meeting for ratification.

(vi) The rules and procedure laid down by the Govt. of India in regard to Reserved Categories shall be followed. The candidates will have to produce the Caste Certificate from the concerned authorities. The rules of Govt. of India in regard to Pay and Allowances, Leave, Pension and Provident Fund shall be followed subject to amendments if any, from time to time.

(vii) The selection committee may decide its own method of evaluating the performance of the candidates in interview.

(viii) If two or more candidates are selected, the recommendations shall be made in order of merit of the selected candidates.

(ix) No recommendation should be made with a condition attached to the occurrence of the future events.

(x) The University will have the right to relax any of the qualifications, experience, age, etc., in deserving cases of all posts on the recommendations of the Selection Committee.

(xi) Selection Committee will consider the relaxation in age, qualification etc. applicable to the SC,ST, Physically Challenged and OBC candidates as per rules.

(xii) If any candidate is recommended by the Selection committee for appointment in relaxation of any of the prescribed conditions relating to qualifications, age, etc. it shall be so stated and recorded.

(xiii) When the Selection Committee considers it fit to recommend a higher initial pay or advance increment to be offered, the same may be mentioned clearly on the recommendation by the Selection Committee.

(xiv) The University may fix qualifications and experience higher than the minimum prescribed to restrict the number of candidates to be called for interviews.

(xv) It would be open to the University to consider for post of category A, the names of persons who may not have applied.

(xvi) The Selection Committee after considering the candidate for the post applied for, may, if it is of the opinion that he/she or she will be suitable choice for the next lower post, make such recommendations.

(xvii) The in-service candidates should apply through proper channel. The conditions of Age, Qualification and experience will be relaxed for in-service candidates, on the recommendations of the Selection Committee.

(xviii) Outstation candidates belonging to SC/ST/Physically Challenged categories called for interview will be paid equivalent to return single second class railway fare towards journey expenses on production of Ticket numbers/proof.

(xix) The Chairperson shall have the power to lay-down the procedure in respect of any matter not mentioned in the Statutes/ Ordinances/ Regulations.

(xx) Canvassing in any form on behalf of any candidate will disqualify such candidate.

(xxi) The Selection committee's recommendations, when approved shall remain valid for a period of six months from the date of such approval.

(xxii) The application forms will be sold and the registration fee will be collected as prescribed by the University from time to time.The SC/ST/Physically Challenged candidates and in-service candidates of the EFL University need not pay registration fee.

1.1.4.A. (1) The non-teaching posts in the University shall be subject to such classifications as Government by any general order or special order make from time to time be classified as follows:-

Sl. No.	**Description of posts**	**Classification of No.**
1.	A post carrying a pay or a scale of pay with a maximum of not less than Rs.13,500/-*.	Group 'A'
2.	A post carrying a pay or a scale of pay with a maximum of not less than Rs.9,000/-* but less than Rs.13,500/-*.	Group 'B'
3.	A post carrying a pay or a scale of pay with a maximum of over Rs. 4,000/-* but less than Rs.9,000/-*.	Group 'C'
4.	A post carrying a pay or a scale of pay with a maximum of which is Rs.4,000/-* or less. (Ref.DOPT.F.No. 13012/1/98-Estt (D) dt. 20.4.1998).	Group 'D'

*subject to change

(2) Qualifications for Appointments:

The age, qualifications and method of recruitment for appointment to various posts in the University shall be such as may be prescribed in the relevant recruitment rules or as determined by the Executive Council from time to time.

(3) Fitness:

(a) appointment of persons by direct recruitment for a period for more than 3 months shall be subject to their being found medically fit by the Medical Officer of the University or any other Medical Authority authorized for the purpose or by a Medical Officer not below the rank of a Civil Surgeon.

(b) No person shall be appointed to any post unless the Appointing Authority is satisfied that he/she possesses good character and conduct.

(4) Methods of Recruitment:

Recruitment to posts may be made— (i) by direct recruitment or (ii) by promotion or (iii) by transfer or (iv) by deputation from Government Departments and other Educational institutions.

(5) Recruitment by Promotion :

(i) Appointment to a post in any grade by promotion shall be made, whether in a permanent or officiating capacity, from amongst employees serving in posts in the next lower grade.

(ii) Every appointment by promotion shall be on the basis of suitability, due regard being paid to seniority.

(6) Appointments:

(i) Appointment to a post shall be made by the Executive Council or by the Officer authorised by it for the purpose on the recommendations of Selection Committee constituted for the purpose from time to time.

(ii) The age, educational and other qualifications for appointment to the post and the methods of recruitment shall be such as may be determined by the Executive Council from time to time.

(7) Ad hoc Appointments:

Notwithstanding anything contained in the above rule, the Executive Council may by a general or special order and subject to such conditions as it may specify in such order delegate to any authority in the University, the power to make ad hoc appointments.

(8) Appointments in the place of employees dismissed or removed or reduced:

Where an employee has been dismissed, removed or reduced from any cadre in the service, no vacancy caused thereby arising subsequently in such cadre in the service shall be substantively filled to the prejudice of such person until the appeal, if any, preferred by him/her against such dismissal, or reduction is decided, and except in conformity with such decision or until the time allowed for preferring an appeal has expired, as the case may be.

(9) Re-employment in service beyond the date of superannuation:

Notwithstanding anything contained in these rules,the Executive Council shall have power:

(i) to extend the services of employees of the University beyond the age of superannuation;

(ii) to re-employ persons who have worked under the Central Government or State Government or Union Territory Government or other Universities and who have retired from service on superannuation or on other grounds except on invalid grounds.

(iii) To absorb permanently Government servants who have been on deputation to the University and to retain them on re-employment basis.

The over-riding consideration by the Executive Council for the grant of extension of Service/re-employment is that it must be in the interest of the University and in addition satisfy one of the following two conditions;

(a) that no suitable person could be made available from the lower cadre on pro- motion or there is shortage in that cadre;

(b) that the retiring officer is of outstanding merit. Provided that no officer shall be retained in the service of the University beyond two years from the date of superannuation prescribed by the University.

(10) Except as otherwise provided in these rules, the whole time of an employee of the University is at the disposal of the University which pays him/her and he/she may be employed in any manner required by proper authority without claim for additional remuneration.

1.1.5 (a) the absence of an employee of the University from duty, whether on leave or on foreign service shall not render him/her ineligible to the privileges in respect of seniority, promotion and confirmation which he/she would have enjoyed but for his/her absence if he/she is fit otherwise.

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

(c) When an employee does not resume duty after remaining on leave for a continuous periods of five years, or where an employee after the expiry of his/her leave remains absent from duty, otherwise than on foreign service or on account of suspension, or for any period which together with the period of the leave granted to him/her exceeds five years, he/she shall unless the Executive Council in view of the exceptional circumstances of the case otherwise determines, be deemed to have resigned and shall accordingly cease to be in the University service.

1.1.6 TENURE

1. Every Non-Teaching employee appointed on regular basis to a post in the University whether by promotion or by direct recruitment, shall be on probation in that post for a period of two years. Provided that the appointing authority may, in any individual case, extend the period of probation for a further period not exceeding two years the reasons thereof to be recorded in writing.

2. Where a person appointed to a post in the University on probation is, during his/her regular period of probation, or extended period of probation found unsuitable for holding that post or has not completed his/her period of probation satisfactorily the appointing authority may;

(i) in the case of person appointed by promotion revert him/her to the post held by him/her immediately before such appointment; and

(ii) in the case of a person appointed by direct recruitment terminate his/her services under the University without notice.

3 Every person appointed to a permanent post under the University by promotion or by direct recruitment shall, on satisfactory completion of his/her period of probation be eligible for confirmation on that post.

4. No employee shall be confirmed in any post unless the service of the employee under the University is approved by the Appointing Authority.

1.1.7 The seniority of an employee in a particular grade shall be determined with reference to the date of satisfactory completion of probation, provided that the relative seniority of all direct recruits shall be determined by the order of merit in which they are selected for such appointments; persons appointed as a result of earlier selection being senior to those appointed as a result of a subsequent selection.

1.1.8 (i) an employee shall be a temporary employee of the University until he/she is confirmed in a post under the University.

(ii) An employee confirmed in any post under the University shall be a permanent employee of the University.

1.1.9 (1) The services of a temporary employee may be terminated by the Vice-Chancellor/Executive Council without assigning any reason at any time by a notice of one month in writing given to the employee or forthwith by payment to him/her of a sum equivalent to the amount of his/her pay plus allowance for the period of the notice at the same rates at which he/she was drawing them immediately before the termination of his/her services, or as the case may be, for the period by which such notice falls short of one month.

(2) The services of a permanent employee may be terminated by the Vice-Chancellor/ Executive Council at any time by a notice of three months or on payment of pay and allowances drawn by him/her immediately before the termination of his/her service for such period as the notice fall short of three months, or without notice on payment of three month's pay plus allowances drawn by him/her immediately before the termination of his/her service, if the post in which he/she was confirmed is abolished.

(3) An employee who is given notice of termination of service under clause (2) may be granted, during the period of notice, such earned leave, as may be admissible to him/her, and, where the leave so admissible and granted is more than three months, his/her services shall be terminated on the expiry of such leave.

1.1.10 (1) Except as otherwise provided in this rule, every employee of the University shall retire from service on the afternoon of the last day of the month in which he/she attains the age of 60 years provided that an employee whose date of birth is first of a month shall retire from service on the afternoon of the last day of the preceding month on attaining the age of sixty years.

(2) No employee shall be granted extension in service beyond the age of retirement of 60 years (save under special circumstances with the sanction of Executive Council)

However, in any case of service exigencies, the services of any employee are required, beyond the age of superannuation, such employee, on a case to case basis may be allowed to continue in service on "re- employment terms and conditions" for a maximum period of two years or till such time, such exigencies ceases, whichever is earlier with the approval of Executive Council.

Provided that no extension under this clause shall be granted beyond the age of sixty-two years.

(3) Notwithstanding anything contained in this rule, the Vice-Chancellor shall, if he/she is of the opinion that it is in the interest of the University to do so, have the absolute right to retire any employee by giving him/her notice of not less than three months in writing or three months pay and allowances in lieu of such notice;

(i) If he/she is in Group A or Group B service or post and had entered the University service before attaining the age of thirty-five years

(ii) In any other case after he/she has attained the age of fifty-five years.

(4) Any employee may, by giving notice of not less than three months in writing to the Vice-Chancellor, retire from service after he/she has attained the age of fifty years if he/she is in Group A or Group B service or post and had entered the University service before attaining the age of thirty five years and in all other cases after he/she has attained the age of fifty-five years;

Provided that it shall be open to the Vice-Chancellor to withhold permission to an employee under suspension who seeks retirement under this clause.

(5) At any time after an employee has completed thirty years qualifying service-

(a) he/she may retire from service, or

(b) he/she may be required by the Appointing Authority to retire in the interest of the University and in the case of such retirement the employee shall be entitled to a retiring pension:

Provided that-

(a) an employee shall give notice in writing to the Vice-Chancellor at least three months before the date on which he/she wishes to retire.

(b) The Vice-Chancellor may also give a notice in writing to an employee at least three months before the date on which he/she is required to retire in the interest of the University or three months pay and allowances in lieu of such notice:

Provided further that where the employee giving notice under clause (a) of the preceding proviso is under suspension, it shall be open to the Vice-Chancellor to withhold permission to such employee to retire under this rule.

(6) (i) At any time after an employee has completed twenty years qualifying service, he/she may, by giving notice of not less than three months in writing to the Vice-Chancellor, retire from service.

(ii) The notice of voluntary retirement given under sub-rule (1) shall require acceptance by the Vice-Chancellor;

Provided that where the Vice-Chancellor does not refuse to grant the permission for retirement before the expiry of the period specified in the said notice, the retirement shall become effective from the date of expiry of the said period.

(iii) An employee, who has elected to retire under this rule and has given the necessary notice to that effect to the Vice-Chancellor, shall be precluded from withdrawing his/her notice except with the specific approval of such authority;

Provided that the request for withdrawal shall be made before the intended date of his/her retirement.

1.1.11 Subject to the acceptance of resignation by the Vice-Chancellor a permanent/temporary employee may, by notice of three months/one month as the case may be, in writing addressed to the Vice-Chancellor resign from the service of the University, or by payment of salary in lieu thereof:

Provided that the Vice-Chancellor may, if it deems proper in any case, permit a permanent/temporary employee to resign from service on notice of less than three months/one month.

MISCELLANEOUS

1.1.12 Every person holding a post under the University shall be deemed to have been appointed under the provisions of these rules and shall draw the pay drawn by him/her immediately before the issue of these rules.

1.1.13 (i) The University shall maintain a Service Book for each employee in such form as may be prescribed by the Executive Council.

(ii) The entries in the Service Book of an employee shall be made by the officer authorized in this behalf by The Vice-Chancellor.

1.1.14 Such officers of the University as may be prescribed by the Executive Council, shall report confidentially each year in the form prescribed by the University on the work and conduct of the employee who had served under them for periods not less than three months in the (financial) year immediately preceding and forward their reports to the Registrar or any other officer authorised for the purpose.

(ii) The Reviewing Officer, the next higher authority will have the discretion to determine which unfavorable reports or portions thereof are weighty enough to be communicated to the officer reported against. All adverse entries should be communicated within a specific period to the officials concerned. Any representation against the adverse remarks will have to be made within two months and would lie to the next higher authority than the Reviewing Officer.

1.1.15 University employee shall be required to pass such departmental and other tests or examination as may be prescribed by the Executive Council. The Executive Council may also lay down rules regarding the periods within which the tests should be passed, the consequences of not passing the tests and other cognate matters.

1.1.16 Any matter relating to the conditions of service of an employee for which no provision is made in these rules shall be determined by the Executive Council.

1.1.17 Not withstanding anything contained in these Rules the Vice-Chancellor may, if he/she is satisfied that there existed an extraordinary situation, notify certain categories and number of employees as he/she may deem necessary, as essential to perform certain duties for maintaining services considered indispensable for a period not exceeding 90 days. Refusal to attend to such duties will render them liable for major penalty including dismissal from service.

1.1.18 Notwithstanding anything contained in these rules, the Executive Council may, in the case of any employee, relax any of the provision of these rules to relieve him/her of any undue hardship arising from the operation of such provisions, or in the interest of the University.

1.1.19 Where a doubt arises as to the interpretation of application of any of the provisions of these rules, the matter will be referred to the Executive Council and its decision shall be final.

1.1.20 PAY AND ALLOWANCES*

The standard scales of pay for the posts created in the University service shall be as detailed below:

Classification	Scale of pay Revised (w.e.f.01.01.96)
Group A	Rs.25000 (fixed)*
Group A	Rs.18400-500-22400/-
Group A	Rs.16400-450-20900-500-22400
Group A	Rs.12000-420-18300
Group A	Rs.10000-325-15200
Group A	Rs.8000-275-13500
Group B	Rs.6500-200-10500
Group B	Rs.5500-175-9000
Group C	Rs.5000-150-8000
Group C	Rs.4500-125-7000
Group C	Rs.4000-100-6000
Group C	Rs.3200-85-4900
Group C	Rs.3050-75-3950-80-4590
Group D	Rs.2750-70-3800-75-4400
Group D	Rs.2650-65-3300-70-4000
Group D	Rs.2550-55-2660-60-3200

* Subject to change

Note: The pay scales which have been extended to the existing incumbents with prior permission of the competent authorities, but are different from those approved by the Government shall be given as personal to the current incumbents of those posts on the consideration that they have already been drawing benefits of the grade in the pre-revised scale. Once the incumbents vacate the post, the pay scales would be reverted to the approved level, which exists in the Government.

No post shall ordinarily be created in a scale of pay other than those approved by UGC.

1.1.21 An employee shall, on his/her appointment to a post on a time-scale of pay, draw pay at the minimum of the time-scale unless the Appointing Authority decides that he/she shall draw pay at any higher stage:

Provided that, when such appointment is made by promotion-

(i) The pay of the employee will first be increased by one increment in the lower scale, and then fixed in the higher scale at the stage next above. The employee shall, however, have the option to be exercised in writing within a period of three months of his/her promotion, either to have his/her pay fixed in the higher scale of pay from the date of promotion or from the date on which his/her next annual increment falls due. The option, once exercised shall be final.

(ii) If he/she had previously served in the same post or in any other post or in any other post under the University on the same or identical time-scale of pay, and was drawing pay higher than the pay admissible to him/her under clause (i) he/she shall draw such higher pay and the period of his/her duty in such post on such pay shall also count for purpose of increment in the higher post.

(iii) Fixation of pay of superannuated persons: The initial pay of a pensioner including officers pensioned off and retired on contributory provident fund and from the service of State Government, Railways and Defence

Establishments, etc., re-employed in the University should be fixed in such a way that the total amount of pay plus the gross amount of pension and/or the pension equivalent of other forms of retirement benefits does not exceed:-

(1) The pay he/she drew before his/her retirement (Pre-retirement pay) or

(2) Rs. 26,000• /- whichever is less

Note: (1) In all cases where either of these limits is exceeded the pension and other retirements benefits may be paid in full and the necessary adjustment made in the pay so as to ensure that the total of pay and pensionary benefits is within the prescribed limits.

After the pay is fixed either at the minimum or higher stage, or below the minimum as a result of the said adjustments, increase in pay may be allowed after each year of service at the rate of increments admissible, as if the pay had been fixed at the minimum or the higher stage as the case may be.

Note: (2) Pay last drawn before retirement will be taken to be substantive pay plus special pay, if any, pay drawn in an officiating appointment may be taken into account if it was drawn continuously for at least one year before retirement.

• May change

In case where the minimum pay of the post in which the officer is re-employed is more than the last pay drawn, the officer concerned may be allowed the minimum of the prescribed scale of the post less pension and pension equivalent of other retirement benefits.

Once initial pay of re-employed pensioner has been fixed in the manner indicated above he/she may be allowed to draw normal increments in the time scale of the post to which he/she is appointed provided that the pay and gross pension/pension equivalent of the retirement benefit taken together does not at any time exceed Rs.26,000/

In the case of Officers holding Group A post who retire before attaining of 55 years their 1st Rs.1500/- of Pension, shall be ignored in fixing their initial pay on re-employment.

Persons who were in re-employment in the University service as on 1.1.96 and who were drawing pay in the pre-revised scale of pay, the initial pay of such re-employed employees of the University, shall be fixed in the manner indicated in the Govt. of India O.M. Dept. of Personnel & Training O.M.No.3/12/97-Esst,dt.19.11.1997.

Not withstanding anything contained in the foregoing paragraphs the Vice-Chancellor, in special circumstances, shall have the power to fix the pay of the re-employed pensioner at a higher stage and permit him/her to draw the normal increments in the time-scale of the post to which he/she is appointed.

1.1.22 An increment shall ordinarily be drawn as a matter of course unless it is withheld by the competent authority if the conduct of the employee has not been good or his/her work has not been satisfactory.

1.1.23 (a) All duty in a post on a time-scale of pay counts for increments in that time-scale.

(b) Service in another equivalent or higher post, foreign service and joining time will count for increments.

(c) All leave except extraordinary leave taken without medical certificate will also count for increments.

(d) The extraordinary leave sanctioned for the following purposes shall automatically count as qualifying service for pension and increments without any further sanctions:-

(i) Extraordinary leave granted due to inability of a University employee to join or rejoin duty on account of civil commotion.

(ii) Extraordinary leave granted to a University employee for prosecuting higher technical and scientific studies.

(iii) Extraordinary leave for taking up an academic/educational assignment.

1.1.24 (1) An employee under suspension shall, during the period of suspension, draw subsistence allowance equivalent to half the rate of pay which is admissible to him/her immediately before the commencement of the suspension and in addition the dearness allowance as admissible on the basis of that pay and such compensatory allowances admissible from time to time on the basis of pay which he/she was in receipt on the date of suspension, subject to fulfillment of other conditions laid down for the drawl of such allowances.

Provided that where the period of suspension exceeds three months, the authority which made or is deemed to have made the order of suspension shall be competent to vary the amount of subsistence allowance for any period subsequent to the period of the first three months as follows:

(i) The amount of subsistence allowance may be increased by a suitable amount, not exceeding 50 percent of the subsistence allowance admissible during the period of the first three months, if, in the opinion of the said

authority, the period of suspension has been prolonged for reasons, to be recorded in writing not directly attributable to the employee.

(ii) The amount of subsistence allowance may be reduced by a suitable amount, not exceeding 50% of the subsistence allowance admissible during the period of the first three months, if in the opinion of the authority, the period of suspension has been prolonged for reasons to be recorded in writing, directly attributable to the employee.

(iii) The rate of the dearness allowance will be based on the increased or, as the case may be the decreased amount of subsistence allowance admissible under sub-clause (i) and (ii) above.

(2) No payment under sub-rule (i) shall be made unless the employee furnishes a declaration that he/she is not engaged in any other employment, business, profession or vocation during the period of suspension. Provided that in the case of an employee dismissed/terminated from service or compulsorily retired from service who is deemed to have been placed or to continue to be under suspension from the date of such dismissal or termination of service or compulsory retirement and who fails to produce such a declaration for any period or periods during which he/she is deemed to be placed or to continue to be under suspension, he/she shall be entitled to the amount by which his/her earnings during such period or periods as the case may be, fall short of the amount of subsistence allowance and other allowances that would otherwise be admissible to him/her; where the subsistence allowance and other allowances admissible to him/her are equal to or less than the amount earned by him/her, nothing in this proviso shall apply to him/her.

(3) The permissible deductions from the subsistence allowance will be of the following two categories:

(a) Compulsory deductions

(b) Optional deductions

Compulsory Deductions:

(i) Income-tax (Provided the employee's yearly income calculated with reference to subsistence allowance is taxable.)

(ii) House Rent and allied charges, i.e., electricity, water etc.

(iii) Repayment of loans and advances other than from provident fund taken from University at such rates as the Registrar may decide.

Optional Deductions:

The deductions falling under this category should not be made except with the employee's written consent:

(i) Premium due on Life Insurance Policies,

(ii) Amount due to Co-operative Stores and Co-operative Credit societies.

(iii) Refund of advance taken from Provident Fund. The deduction of the following nature should not be made from the subsistence allowance.

(iv) Subscription to Provident Fund. Recovery of loss to University in which an employee is responsible.

1.1.25 The University may sanction to an employee, in any special circumstances, such special pay, personal pay, honorarium or fee on such conditions as may be prescribed by Rules/ Regulations.

1.1.26 (i) an employee shall be entitled to draw the pay of the post to which he/she is appointed from the date on which he/she assumed charge of the post, if joining on the forenoon of that day; otherwise, from the next day.

(ii) Unless the Vice-Chancellor, in view of special circumstances, otherwise orders, pay in respect of any month shall become payable on the last working day of the month to which it relates; except for the month of March which will be disbursed only on the first working day of April.

(iii) Unless the Vice-Chancellor otherwise directs an employee resigning from service of the University without giving the prescribed notice shall not be allowed to draw pay due but not drawn.

1. 1.27 (i) An employee appointed to hold full additional charge of the duties of a higher post will receive pay of the higher post.

(ii) An employee placed in charge of the full duties of a post of status equivalent to his/her own basic post will receive allowances at the rate of 10% of the presumptive pay of the additional post.

(iii) No allowance will be admissible when an employee holding one post is placed in charge of the current duties of a post of equivalent status of his/her own basic post. The employee concerned will receive pay in his/her basic post only.

(iv) An employee holding one post when placed in charge of the current duties of a lower post will not receive any allowance for the additional work.

Note: The additional pay or allowance will not be admissible if the period of additional charge is 30 days or less.

1.1.28 The employees of the University will be eligible to draw Dearness Allowance, House Rent Allowance, City Compensatory Allowance, Traveling Allowance and other allowances as sanctioned by the University according to the rules in force from time to time and subject to the conditions prescribed for the drawl of these allowances.

1.1.29 Unless there is anything repugnant in the English and Foreign Languages University Act, Statutes, Ordinances, any amendments to Fundamental Rules and Supplementary Rules shall be deemed to be the amendments of the relevant provisions of these rules or any orders or any administrative instructions already issued/to be issued by the UGC/Central Government shall be deemed to be the orders or administrative instructions under these rules with effect from the date of such amendments/orders brought into force by the UGC/Central Government.

1.2. CONDUCT RULES OF THE EMPLOYEES OF THE UNIVERSITY, INCLUDING TEACHERS

1.2.1 These rules may be called the "EFL University (Conduct) Rules".

1.2.2 These rules shall be deemed to have come into force from the date of approval of these Rules by the Executive Council.

In this chapter unless the context otherwise requires,--

(a) "Employee" means teaching and non-teaching employees of the University.

(b) "Members of family" in relation to an employee includes:

i. The wife or husband, as the case may be, of the employee whether residing with the employee or not, but does not include a wife or husband, as the case may be, separated from the employee by a decree or orders of a competent court.

ii. Son or daughter or step-son or step-daughter of the employee wholly dependent on him/her, but does not include a child or step-child who is no longer in any way dependent on the employee, or of whose custody the employee has been deprived by or under any law:

iii. Any other person related whether by blood or marriage to the employee or to the employee's wife or husband, and wholly dependent on the employee.

(c) "Prescribed Authority" means the Vice-Chancellor or the authority prescribed by the Executive Council for the purpose of these rules as a whole or for any particular rule.

1.2.3 (1) Every employee shall at all times:

(i) Maintain absolute integrity;

(ii) Show devotion to duty and

(iii) Do nothing which is unbecoming of an employee of the University.

(2) (i) Every employee, holding a supervisory post shall take all possible steps to ensure the integrity and devotion to duty of all employees for the time being under his/her control and authority;

(ii) (a) No employee shall, in the performance of his/her official duties, or in the exercise of powers conferred on him/her, act otherwise than in his/her best judgement except when he/she is acting under the direction of his/her official superior.

(b) The direction of the official superior shall ordinarily be in writing. Oral direction to subordinates shall be avoided, as far as possible. Where the issue of oral direction becomes unavoidable, the official superior shall confirm it in writing immediately thereafter;

(c) An employee who has received oral direction from his/her official superior shall seek confirmation of the same in writing as early as possible, whereupon it shall be the duty of the official superior to confirm the direction in writing.

(iii) Unless otherwise stated specifically in the terms of appointment and the contract, every whole-time employee may be called upon to perform such duties as may be assigned to him/ her by the competent authority, beyond scheduled working hours and on closed holidays and Sundays.

(iv) An employee shall observe the scheduled hours of working during which he/she must be present at the place of his/her duty.

(v) Except for valid reasons and/or unforeseen contingencies, no employee shall be absent from duty without prior permission. If an employee is absent from duty without permission for a continuous period of 90 days, he/she shall be treated as absconding from duty and his/her service shall be deemed as terminated.

Explanation: Nothing contained in clause (ii) of sub-rule 3.2 shall be construed as empowering an employee to evade his/her responsibilities, by seeking instructions from or approval of, as superior officer or authority when such instructions are not necessary under the scheme of distribution of powers and responsibilities.

1.2.4 (i) No employee shall use his/her position or influence directly or indirectly to secure employment for any member of his/her family in any company or firm having official dealings with the University.

(ii) No employee shall, in the discharge of his/her official duties deal with any matter or give or sanction any contract to any company or firm or any other person if any member of his/her family is employed in that company or firm or under that person or if he/she or any other member of his/her family is interested in such matter or contract in any other manner.

1.2.5 No employee shall:

(i) join or continue to be a member of an association, the object or joining of activities of which are prejudicial to India, public order, decency or morality.

(ii) engage himself/herself or participate in any demonstration or strike directed against the integrity of India, the security of the state, friendly relations with foreign states, public order, decency or morality, or which involves contempt of court, defamation or incitement to an offence; or

(iii) abet any form of coercion or physical duress to join a strike or any other form of agitation in connection with any matter pertaining to his/her services or the service of any other employee.

(iv) except with the previous sanction of the University give evidence in connection with any enquiry conducted by any person, committee or authority.

Nothing in this rule shall apply to –

(a) the evidence given at an enquiry before an authority appointed by the University, UGC, Government, Parliament or any State Legislature; or

(b) the evidence given in any judicial enquiry; or

(c) the evidence given in any departmental enquiry ordered by authorities subordinate to the Vice-Chancellor.

1.2.6 No employee shall, except in accordance with any general or special order of the university or in the performance in good faith of the duties assigned to him/her, communicate, directly or indirectly any official document, or any part thereof or information to any other employee or any other person to whom he/she is not authorised to communicate such document or information.

1.2.7 No employee shall, except with the previous sanction of the University or of the prescribed authority, ask for or accept contribution to, or otherwise associate himself/herself with the raising of any funds or other collections in cash or in kind in pursuance of any object whatsoever.

1.2.8 No employee shall except with the previous sanction of the University, engage directly or indirectly in any trade or business or undertake any other employment:

Provided that an employee may, without such sanction—

(i) undertake honorary work of a social or charitable nature; or

(ii) undertake occasional work of a literary, artistic or scientific character; or

(iii) participate in sports activities as amateur subject to the condition that in all the cases his/her official duties do not thereby suffer. he/she shall not undertake or shall discontinue such work or activity, if so directed by the University.

1.2.9 An employee may take part in the registration, promotion or management of—

(i) a co-operative society substantially for the benefit of the employees registered under the Co-operative Societies Act, 1912 (2 o f 1912) or any other law for the time being in force; or

(ii) a literary, educational, scientific or charitable society registered under the Societies Registration Act, 1960 (2 of 1960) or any other law for the time being in force.

1.2.10 No employee may accept any fee for any work done by him/her for any private or public body or any private person without the sanction of the competent authority of the University.

1.2.11 An employee shall so manage his/her private affairs so as to avoid habitual indebtedness or insolvency. An employee against whom any legal proceedings is instituted for the recovery of any debt due from him/her or for adjudging him/her as an insolvent shall forthwith report the full facts of the legal proceedings to the University.

1.2.12 No employee shall bring or attempt to bring any political or other outside influence to bear upon any superior authority to further his/her interests in respect of matters pertaining to his/her service under the University.

1.2.13 An employee shall not be under the influence of any intoxicating drinks or drug during the course of his/her duty and shall also take due care that the performance of his/her duties at any time is not affected in any way by the influence to such drink or drug;

1.2.14 No employee shall indulge in forgery, fraud, misconduct and insubordination

1.2.15 If any question arises relating to the interpretation of these rules, it shall be referred to the Executive Council whose decision thereon shall be final.

1.3 RULES REGARDING CONTROL AND APPEAL OF THE EMPLOYEES OF THE UNIVERISTY, INCLUDING TEACHERS

1.3.1 (1) These rules shall be called the EFL University (Control and Appeal) Rules

(2) They shall be deemed to have come into force from the date of approval of these Rules by the Executive Council.

1.3.2 In these rules unless the context otherwise requires -

(a) "Appointing Authority" means the authority empowered to make appointments.

(b) "Disciplinary Authority" in relation to the imposition of penalty on an employee means the authority as such competent under these rules to impose on him/her any of the penalties specified in rule 6.

(c) "Employee" means any person in the service of the University who is a member of a cadre on one of the categories of posts created under the University and includes any such person on foreign service or whose services are temporarily placed at the disposal of another University or any other authority by the University and also any person in the service of a State Government or Central Government or a local or other authority or any other autonomous body whose services are temporarily placed at the disposal of the University.

1.3.3 These rules shall apply to all the employees of the University except persons on daily wages/consolidated.

If any doubt arises as to whether these rules or any of them apply to any person or person to whom these rules apply belongs to a particular cadre, the matter shall be referred to the Executive Council which shall decide the same.

1.3.4 Nothing in these rules shall operate to deprive any employee of any right or privilege to which he/she is entitled by the terms of any agreement subsisting between any such person and the University on the commencement of these rules.

SUSPENSION

1.3.5 (1) The appointing authority or any disciplinary authority to which it is subordinate or any other authority empowered by the University in that behalf may place an employee under suspension –

(a) where a disciplinary proceeding against him/her is contemplated or is pending or

(b) where a case against him/her in respect of any criminal offence is under investigation, enquiry or trial.

Provided that where the order of suspension is made by an authority lower than the appointing authority, such authority shall forthwith report to the appointing authority the circumstances in which the order was made.

(2) An employee shall be deemed to have been placed under suspension by an order of appointing authority -

(a) with effect from the date of his/her detention if he/she is detained in custody, whether on a criminal charge, for a period exceeding forty-eight hours;

(b) with effect from the date of his/her conviction, if, in the event of a conviction for an offence, he/she is sentenced to a term of imprisonment exceeding forty-eight hours and is not forthwith dismissed or removed or compulsorily retired consequent to such conviction.

Explanation: The period of forty-eight hours referred to in clause (b) of this sub-rule shall be computed from the commencement of the imprisonment after the conviction and for this purpose intermittent period of imprisonment, if any, shall be taken into account.

(3) Where a penalty of dismissal, removal or compulsory retirement from service, imposed upon an employee under suspension is set aside on appeal or on review under these rules and the case is remitted for further enquiry or action or

with any direction, the orders of his/her suspension shall be deemed to have continued in force on and from the date of the original order of dismissal, removal or compulsory retirement and shall remain in force until further orders.

(4) Where a penalty of dismissal, removal or compulsory retirement from service imposed upon an employee is set aside or declared or rendered void in consequence of or by a decision of a court of law and the disciplinary authority, on a consideration of the circumstances of the case, decides to hold further enquiry against him/her on the allegation which the penalty of dismissal, removal, or compulsory retirement was originally imposed, the employee shall be deemed to have been placed under suspension by the appointing authority from the date of the original order of dismissal, removal or compulsory retirement and shall continue to remain under suspension until further orders:

Provided that no such further enquiry shall be ordered unless it is intended to meet a situation where the court has passed an order purely on technical grounds without going into the merits of the case.

(5) (a) An order of suspension made or deemed to have been made under this rule shall continue to remain in force until it is modified or revoked by the authority competent to do so.

(b) Where an employee is suspended or is deemed to have been suspended (whether in connection with any disciplinary proceeding or otherwise) and any other disciplinary proceeding is commenced against him/her during the continuance of that suspension, the authority competent to place him/her under suspension may, for reasons to be recorded by him/her in writing, direct that the employee shall continue to be under suspension until the termination of all or any such proceedings.

(c) An order of suspension made or deemed to have been made under this rule may at any time be modified or revoked by the authority which made or is deemed to have made the order or by any authority to which that authority is subordinate.

1.3.6 The following penalties may for good and sufficient reasons and as he/she here in after provided, be imposed on an employee namely -

Minor penalties

(i) Censure/Debarring from holding any administrative position in the University, ex-officio or otherwise

(ii) Withholding of promotion

(iii) Recovery from the pay of the whole or part of any pecuniary loss caused him/her to the University by negligence or breach of rules of the University or direction of superior authorities.

(iv) Withholding of increments of pay

Major penalties

(v) Reduction to a lower stage in the time scale of pay for a specified period, with further directions as to whether or not the employee will earn increments of pay during the period of such reduction and whether on the expiry of such period the reduction will or will not have the effect of postponing the further increments of his/her pay.

(vi) Reduction to a lower time-scale of pay, grade or post or service shall ordinarily be a bar to the promotion of the employee to the time-scale of pay grade, post or service from which he/she was reduced with or without further directions regarding conditions of restoration to the grade or post or service from which such reduction has been made.

(vii) Compulsory retirement

(viii) Removal from service

(ix) Dismissal from service

Explanation : The following shall not amount to a penalty within the meaning of this rule, namely

(i) Non-promotion of an employee, whether in a substantive or officiating capacity, after consideration of his/her case for promotion to a grade or post to which the employee is eligible;

(ii) Reversion of an employee appointed on probation to any other grade or post, to his/her permanent grade or post during or at the end of the period of probation in accordance with the terms of his/her appointment, or the rules and orders governing such probation.

(iii) Reversion of an employee officiating in a higher grade or post to a lower grade or post, on the ground that the employee is considered to be unsuitable for such higher grade or post or on any administrative ground unconnected with the conduct.

(iv) Replacement of the services of an employee, whose services had been borrowed from outside authority, at the disposal of such authority.

(v) Compulsory retirement of an employee in accordance with the provisions relating to his/her superannuation or retirement.

(vi) Termination of the services –

(a) of an employee appointed on probation during or at the end of the period of his/her probation, in accordance with the terms of his/her appointment or the rules and orders governing such probation; or

(b) of a temporary employee in accordance with the terms of appointment; or

(c) of an employee employed under an agreement, in accordance with the terms of such agreement.

1.3.7 (1) The Executive Council may impose any of the penalties specified in rule 6 on any employee.

(2) The Vice-Chancellor may impose on an employee any of the penalties specified in clauses (i), (ii), (iii) and (iv) of rule 6.

(3) (a) The Registrar shall have power to take disciplinary action against such of the employees, excluding teachers and academic staff, as may be specified in the orders of the Executive Council and to suspend them pending inquiry, to administer warnings to them or to impose on them the penalty of the censure or the withholding of increment.

Provided that no such penalty shall be imposed unless the person concerned has been given a reasonable opportunity of showing cause against the action proposed to be taken in regard to him/her.

(b) An appeal shall lie to the Vice-Chancellor against any order of the Registrar imposing any of the penalties specified in sub-clause (a).

(c) In a case where the inquiry discloses that a punishment beyond the powers of the Registrar is called for, the Registrar shall, upon conclusion of the inquiry make a report to the Vice-Chancellor along with his/her recommendations.

Provided that an appeal shall lie to the Executive Council against an order of the Vice-Chancellor imposing any penalty.

1.3.8 (1) The Executive Council or any other authority empowered by it by general or special order may –

(a) institute disciplinary proceedings against any employee;

(b) direct a disciplinary authority to institute disciplinary proceedings against any employee on whom that disciplinary authority is competent to impose under these rules any of the penalties specified in rule 6.

(2) A disciplinary authority competent under these rules to impose any of the penalties specified in clauses (i) to (iv) of rule 6 may institute disciplinary proceedings against any employee for the imposition of any of the penalties specified in clause (v) to (ix) of rule 6 notwithstanding that such disciplinary authority is not competent under those rules to impose any of the latter penalties.

1.3.9. PROCEDURE FOR IMPOSING PENALTIES

(1) No order imposing any of the penalties specified in clauses (v) to (ix) of rule 6 shall be made except after an enquiry held as may be, in the manner provided in this rule and rule 11.

(2) Whenever the disciplinary authority is of the opinion that there are grounds for enquiry into the truth of any imputation of misconduct or misbehavior against any employee, it may itself enquire into, or appoint under this rule an authority to enquire into the truth thereof.

Explanation : Where the disciplinary authority itself holds the enquiry, any reference in sub-rule (7) to sub-rule and in sub rule (20) (22) to the enquiring authority shall be construed as a reference to the disciplinary authority.

(3) Where it is proposed to hold an enquiry against an employee under this rule and rule 11, the disciplinary authority shall draw up or cause to be drawn up -

(i) the substance of the imputations of misconduct or misbehavior into definite and distinct articles of charge;

(ii) a statement of the imputations of misconduct or misbehavior in support of each article of charge which shall contain –

(a) a statement of all relevant facts including any admission or confessions made by the employee;

(b) a list of documents by which and a list of witnesses by whom the articles of charge are proposed to be sustained.

(4) The disciplinary authority shall deliver or cause to be delivered to the employee a copy of the articles of charge, the statement of the imputations of misconduct or misbehavior and a list of documents and a witnesses by which each article of charge is proposed to be sustained, and shall require the employee to submit, within such time as may be specified, a written statement of his/her defence and to state whether he/she desires to be heard in person.

(5) (a) On receipt of the written statement of defence the disciplinary authority may itself enquire into such of the articles of charge as are not admitted, or if it considers it necessary to do so, appoint under sub-rule (2) an inquiring authority for the purpose and where all the articles of charge have been admitted by the employee in his/her written statement of defence the disciplinary authority shall record its findings on each charge after taking such evidence as it may think fit and shall act in the manner laid down in Rule 10.

(b) If no written statement of defence is submitted by the employee, the disciplinary authority may itself inquire into the articles of charge, or may, if it considers it necessary to do so, appoint, under sub-rule (2) an inquiring authority for the purpose.

(c) Where the disciplinary authority itself inquires into any article of charge of appoints an inquiring authority for holding an inquiry into such charge, it may by an order, appoint an employee to be known as the "presenting officer" to present on its behalf the case in support to the articles of charge.

(6) The disciplinary authority shall, where it is not the inquiring authority forward to the inquiring authority :

(i) a copy of the articles of charge and the statement of the imputations of misconduct or misbehavior;

(ii) a copy of the written statement of defence, if any, submitted by the employee;

(iii) a copy of the statements of witnesses, if any, referred to in sub-rule (3)

(iv) evidence proving the delivery of the documents referred to in sub-rule (3) to them;

(v) a copy of the order appointing the Presenting Officer.

(7) The employee shall appear in person before the enquiring authority on such day and at such time within fifteen working days from the date of receipt by him/her of the articles of charge and the statement of the imputations of misconduct or misbehavior as the inquiring authority may, by a notice in writing specify in this behalf, or within such further time, not exceeding fifteen days, as the inquiring authority may allow.

(8) The employee may take the assistance of any other employee to present the case on his/her behalf but shall not engage a legal practitioner for the purpose.

(9) If the employee who has not admitted any of the articles of charge in his/her written statement of defence, appears before the inquiring authority, such authority shall ask him/her whether he/she is guilty or has any defence to make and if he/she pleads guilty to any of the articles of charge, the inquiring authority shall record the plea, sign the record and obtain the signature of the employee thereon.

(10) The inquiring authority shall return a finding of guilt in respect of those articles of charge to which the employee pleads guilty.

(11) The inquiring authority shall, if the employee fails to appear within the specified time or refuses or omits to plead guilty, require the Presenting Officer to produce the evidence by which he/she proposes to prove the articles of charge and shall adjourn the case to a later date not exceeding thirty days, after recording an order that employee may for the purpose of preparing his/her evidence.

(i) inspect within five days of the order or within such further time not exceeding five days as the inquiring authority may allow, the documents specified in the list referred to in sub-rule (3).

(ii) Submit a list of witnesses to be examined on his/her behalf.

Note : If the employee applies orally or in writing for the supply of copies of the statement of witnesses mentioned in the list referred to in sub-rule (2) the inquiring authority shall furnish to the employee with such copies as early as possible and in any case not less than three days before the commencement of the examination of the witnesses on behalf of the disciplinary authority.

(iii) Give a notice within ten days of the order or within such further time not exceeding ten days as the inquiring authority may allow, the production of any documents which are in the possession of the University but not mentioned in the list referred to in sub-rule 3.

Note: The employee shall indicate the relevance of the documents required by him/her to be produced by the University.

(12) The inquiring authority shall, on receipt of the notice for the production of documents forward the same or copies thereof to the authority in whose custody or possession the documents are kept, with a requisition for the production of the documents by such date as may be specified in such requisition.

Provided that, the inquiring authority may, for reasons to be recorded by it in writing, refuse to requisition such of the documents as are, in its opinion, not relevant to the case or not in the best interests of the University.

(13) On receipt of the requisition referred to in sub-rule (12) every authority having the custody or possession of the requisitioned documents shall produce the same before the inquiring authority.

Provided that, if the authority having the custody or possession of the requisitioned documents is satisfied for reasons to be recorded by it in writing that the production of all or any of such documents could be against the public interest of the University, it shall inform the inquiring authority accordingly and the inquiring authority shall, on being so informed, communicated the information to the employee and withdraw the requisition made by it for the production of such documents.

(14) On the date fixed for the inquiry the oral and documentary evidence by which the articles of charge are proposed to be proved shall be produced by or on behalf of the disciplinary authority. The witness shall be examined by or on behalf of the employee. The Presenting Officer shall be entitled to re-examine the witnesses on any points on which they have been cross examined. The inquiring authority may also put such questions to the witnesses as it thinks fit.

(15) If it shall appear necessary before the close of the case on behalf of the disciplinary authority the inquiring authority, may in its discretion, allow the Presenting Officer to produce evidence not included in the list given to the employee, or may itself call for new evidence or recall and re-examine any witnesses and in such case the employee shall be entitled to have, if he/she demands it, a copy of the list of further evidence proposed to be produced and an adjournment of the inquiry for at least three clear days before the production of such new evidence, exclusive of the day of adjournment and the day to which the inquiry is adjourned. The inquiring authority shall give the employee an opportunity of inspecting such documents before they are taken on the record. The inquiring authority may also allow the employee to produce new evidence if it is of the opinion that the production of such evidence is necessary in the interests of justice.

Note : New evidence shall not be permitted or called for or any witness shall not be recalled to fill up any gap in the evidence. Such evidence may be called for only when there is an inherent lacuna or defect in the evidence which has been produced originally.

(16) When the case for the disciplinary authority is closed, the employee shall be required to state his/her defence, orally or in writing as he/she may prefer. If the defence is made orally, it shall be recorded and the employee shall be required to sign the record. In either case a copy of the statement of defence shall be given to the Presenting Officer, if any, appointed.

(17) The evidence on behalf of the employee shall then be produced. The employee may examine himself/herself in his/her own behalf if he/she so prefers. The witnesses produced by the employee shall then be examined and shall be liable to cross-examination, re-examination and examination by the inquiring authority.

(18) The inquiring authority may, after the employee closes his/her case, and shall if the employee has not examined himself/herself generally question him/her on the circumstances appearing against the employee in the evidence for the purpose of enabling the employee to explain any circumstances appearing in evidence against him/her.

(19) The inquiring authority shall record the proceedings on day-to-day basis, whenever an inquiry is held and such proceedings are signed by the employee concerned, the presenting officer and the inquiring authority.

(20) If the employee to whom the copy of the articles of charge has been delivered, does not submit the written statement of the defence on or before the date specified for the purpose, or does not appear in person before the inquiring authority or otherwise fails or refuses to comply with the provisions of this rule, the inquiring authority may hold the inquiry ex-parte.

(21) (a) Where a disciplinary authority competent to impose any of the penalties specified in clauses (i) to (v) of the rule has itself enquired into or caused to be inquired into the articles of any charge and that authority having regard to its own findings or having regard to its decision on any of the findings of any inquiring authority appointed by it, is of the opinion that the penalties specified in clauses (v) to (ix) that authority shall forward the records of the inquiry to such disciplinary authority as is competent to impose the last mentioned penalties.

(b) The disciplinary authority to which the records are so forwarded may act on the evidence on the record or may, if it is of the opinion that further examination of any of the witnesses is necessary in the interests of justice, recall the witness and examine, cross-examine and re-examine the witnesses and may impose on the employee such penalty as it may deem fit in accordance with these rules.

(22) Whenever any inquiring authority, after having heard and recorded the whole of any part of the evidence in an inquiry ceases to exercise jurisdiction therein, and is succeeded by another inquiring authority which has, and which exercises such jurisdiction, the inquiring authority so succeeding may act on the evidence so recorded by its predecessor, or partly recorded by its predecessor and partly recorded by itself.

Provided that if the succeeding inquiring authority is of the opinion that further examination of any of the witnesses whose evidence has already been recorded is necessary in the interests of justice, it may recall, examine, cross -examine and re-examine any such witnesses as herein before provided.

(23) (i) After the conclusion of the inquiry, report shall be prepared and it shall contain:

(a) the articles of charge and the statement of the imputations of misconduct or misbehavior;

(b) the defence of the employee in respect of each article of charge;

(c) an assessment of the evidence in respect of each article of charge;

(d) the findings on each article of charge and reasons therefore.

Explanation : If in the opinion of the inquiring authority the proceedings of the inquiry establish any article of the charge different from the original articles of the charge, it may record its findings on such article of charge.

Provided that the findings on such article of charge shall not be recorded unless the employee has either admitted the facts on which such articles of charge is based or has had a reasonable opportunity of defending himself/herself against such article of charge.

(ii) The inquiring authority, where it is not itself the disciplinary authority shall forward to the disciplinary authority the records of inquiry which shall include -

(a) the report prepared by it under clause (i)

(b) the written statement of defence, if any, submitted by the employee;

(c) the oral and documentary evidence produced in the course of the enquiry;

(d) written briefs, if any, filed by the Presenting Officer or the employee or both during the course of the inquiry and

(e) the order, if any, made by the disciplinary authority and the inquiring authority in regard to the inquiry.

1.3.10 (1) The disciplinary authority, if it is not itself the inquiring authority may, for reasons to be recorded in writing, remit the case to the inquiring authority for further inquiry and report and the inquiring authority shall thereupon proceed to hold the further inquiry according to the provisions of rule 9 as far as may be.

(2) The disciplinary authority shall, if it disagrees with the findings of the inquiring authority on any article of charge record its reasons for such disagreement and record its own findings on such charge, if the evidence on record is sufficient for the purpose.

(3) If the disciplinary authority having regard to its findings on all or any of the articles of charge is of the opinion that any of the penalties specified in clause (i) to (iv) of rule 6 should be imposed on the employee, it shall, notwithstanding anything contained in rule 11, make an order imposing such penalty.

(4) If the disciplinary authority having regard to its findings on all or any of the articles of charge and on the basis of the evidence adduced during the inquiry is of the opinion that any of the penalties specified in clauses (v) to (ix) of rule 6 should be imposed on the University employee, it shall make an order imposing such penalty and it shall not be necessary to give the University employee any opportunity of making representation on the penalty proposed to be imposed.

1.3.11 (1) Subject to the provision of sub-rule (3) of rule 10 no order imposing on an employee any of the penalties specified in clauses (i) to (iv) of rule 6 shall be made except after –

(a) informing the employee in writing of the proposal to take action against him/her and of the imputations of misconduct or misbehavior on which it is proposed to be taken and giving him/her a reasonable opportunity of making such representation as he/she may wish to make against the proposal;

(b) holding an inquiry in the manner laid down in sub-rule (3) to (23) of rule 9 in every case in which the disciplinary authority is of the opinion that such inquiry is necessary.

(c) taking the representation if any, submitted by the employee under clause (a) and the record of inquiry, if any, held under clause (b) into consideration, and

(d) recording a finding on each imputation of misconduct or misbehavior

(1) Notwithstanding anything contained in clause(b) of sub-rule (1) if in a case it is proposed, after considering the representation, if any, made by the employee under clause (a) of that sub-rule to withhold increments of pay and such withholding of increments is likely to affect adversely the amount of pension payable to the employee or to withhold increments of pay for a period exceeding three years or to withhold increments of pay with cumulative effect for any period, an inquiry shall be held in the manner laid down in sub-rule (3) to (23) of rule 9, before making any order imposing on the employee any such penalty.

(2) The record of the proceedings in such cases shall include –

(i) a copy of the intimation to the employee of the proposal to take action against him /her.

(ii) A copy of the statement of imputations of misconduct or misbehavior delivered to him/her;

(iii) his/her representation, if any;

(iv) the evidence produced during inquiry;

(v) the findings on each imputation of misconduct or misbehaviour; and

(vi) the orders on the case together with the reasons thereof

1.3.12 Orders passed by the disciplinary authority shall be communicated to the employee who shall also be supplied with a copy of the report of the inquiry, if any, held by the disciplinary authority and a copy of its findings, on each article of charge, or where the disciplinary authority is not the inquiring authority a copy of the report of the inquiring authority and a statement of the findings of the disciplinary authority together with brief reasons for its disagreement, if any, with the findings of the inquiring authority unless they have already been supplied to him/her.

1.3.13 (1) Where two or more employees are concerned in any case, the Executive Council or any other authority competent to impose the penalty of dismissal from service on all such employees may make an order directing that disciplinary action against all of them may be taken in a common proceeding.

Note : If the authorities competent to impose the penalty of dismissal on such employees are different an order for taking disciplinary action in a common proceeding may be made by the highest of such authorities with the consent of the others.

(2) Subject to the provisions of sub-rule (2) of rule 7 any such order shall specify –

(i) the authority which may function as the disciplinary authority for the purpose of such common proceedings;

(ii) the penalties specified in rule 6 such disciplinary authority shall be competent to impose;

(iii) whether the procedure laid down in rule 9 and rule 10 or rule 11 shall be followed in the proceedings.

1.3.14 Notwithstanding anything contained in rule 9 to rule 13-

(i) where any penalty is imposed on an employee on the ground of conduct which has led to his/her conviction on a criminal charge, or

(ii) where the disciplinary authority is satisfied, for reasons to be recorded by it in writing that it is not reasonably practicable to hold an inquiry in the manner providedin these rules, the disciplinary authority may consider the circumstances of the case and make such orders thereon as it deems fit.

1.3.15 (1) Where the services of an employee are lent to an outside authority (hereinafter in this rule referred to as the 'borrowing authority' the borrowing authority shall have the power of the appointing authority for the purpose of placing such employee under suspension and of the disciplinary authority for the purpose of conducting a disciplinary proceeding against him/her.

Provided that the borrowing authority shall forthwith inform the University which lent the services of the employee of the circumstances leading to the order of suspension of such employee or the commencement of disciplinary proceeding, as the case may be.

(2) In the light of the findings in the disciplinary proceedings conducted against the employee.

(i) If the borrowing authority is of the opinion that any of the penalties specified in clauses (i) to (iv) of rule 6 should be imposed on the employee, it may after consultation with the lending authority, make such orders on the case as it deems necessary:

Provided that in the event of a difference of opinion between the borrowing authority and the lending authority the services of the employee shall be replaced at the disposal of the lending authority.

(ii) If the borrowing authority is of the opinion that any of the penalties specified in clauses (v) to (ix) of rule 6 should be imposed on the employee it shall replace his/her/her services at the disposal of the lending authority and transmit to it the proceedings of the inquiry and thereupon the lending authority may pass such orders thereon as it may deem necessary:

Provided that, before passing any such order, the disciplinary authority shall comply with the provisions of sub-rule (3) and (4) of rule 10.

Explanation : The disciplinary authority may make an order under this clause on the record of the inquiry transmitted to it by the borrowing authority, after holding such further inquiry as it may deem necessary, as far as may be, in accordance with rule 9.

1.3.16 (1) Where an order of suspension is made or a disciplinary proceeding is conducted against an employee whose services have been borrowed from outside authority lending his/her services (hereinafter in this rule referred to as "the lending authority") shall forthwith be informed the circumstances leading to the order of the suspension of the employee or of the commencement of the disciplinary proceedings, as the case may be.

(2) If, in the light of the findings in the disciplinary proceedings conducted against the employee, the disciplinary authority is of the opinion that any of the penalties specified in clauses (i) to (iv) of rule 6 should be imposed on him/her, it may, subject to the provisions of sub-rule (3) of rule 10, after consultation with the lending authority, pass such orders on the case as it may deem necessary :

(i) Provided that, in the event of a difference of opinion between the borrowing authority and the lending authority, the services of the employee shall be replaced at the disposal of the lending authority.

(ii) If the disciplinary authority is of the opinion that any of the penalties specified in clauses (v) to (ix) of rule 6 should be imposed on the employee it shall replace the services of such employee at the disposal of the lending authority, and transmit to it the proceedings of the inquiry for such action as it may deem necessary.

Appeal

1.3.17 Notwithstanding anything contained in this part, no appeal shall lie against -

(i) any order made by the Executive Council

(ii) any order of an interlocutory nature or of the nature of a step-in-aid or the final disposal of a disciplinary proceeding other than an order of suspension;

(iii) any order passed by an inquiring authority in the course of an inquiry under Rule 9.

1.3.18 Subject to the provisions of rule 17 an employee may prefer and appeal against all or any orders of the following orders, namely -

(i) an order of suspension made or deemed to have been made under rule 5

(ii) an order imposing any of the penalties specified in rule 6 whether made by the disciplinary authority or by an appellate or reviewing authority;

(iii) an order enhancing any penalty imposed under rule 6;

(iv) an order which –

(a) denies or varies to his/her disadvantage his/her pay, allowances, pension or other conditions of service as regulated by rules or by agreement;

or

(b) interprets to his/her/her disadvantage the provisions of any such rule or agreement

(v) an order –

(a) reducing or withholding the pension or denying the maximum pension admissible to him/her under the rules;

(b) reverting him/her, while officiating in a higher grade or post to a lower grade or post otherwise than as a penalty;

(c) determining the subsistence and other allowances to be paid to him/her for the period of suspension or for the period during which he/she is deemed to be under suspension or for any portion thereof;

(d) determining his/her pay and allowances –

(i) for the period of suspension; or

(ii) for the period from the date of his/her dismissal, removal, or compulsory retirement from service or from the date of his/her reduction to a lower grade, post, time-scale or stage in a time-scale of pay, to the date of his/her reinstatement or restoration to his/her grade or post or

(e) determining whether or not the period from the date of his/her suspension or from the date of his/her dismissal, removal, compulsory retirement, or reduction to a lower grade, post, time-scale of pay or stage in a time-scale of pay to the date of his/her reinstatement to his/her service, grade or post shall be treated as a period spent on duty for any purpose.

Explanation : In this rule,the expression'employee' includes a person who has ceased to be in the service of the University. The expression 'pension' includes additional pension, gratuity and any other retirement benefits.

1.3.19 An employee, including a person who has ceased to be in the service of the University may prefer an appeal against all or any of the orders specified in rule 18 to the authority specified in this behalf by a general or special order of the University or where no such authority is specified:

(a) to the appointing authority, where the order appealed against is made by an authority subordinate to it;

(b) to the Executive Council where such order is made by any other authority;

(c) notwithstanding anything contained in sub-rule (1) –

(i) An appeal against an order in common proceeding held under rule 13 will lie to the authority to which the authority functioning as the disciplinary authority for the purpose of that proceeding is immediately subordinate.

(ii) Where the person who made the order appealed against becomes by virtue, of his/her subsequent appointment or otherwise, the appellate authority in respect of such order, an appeal against such order shall lie to the authority to which such person is immediately subordinate:

Provided that the Executive Council may appoint a Committee of Appeals' to which all appeals against major penalty of removal or dismissal referred to in rule 6 (viii) and (ix) or against the orders of the Executive Council would lie for final decision.

The composition and terms of the Committee of Appeals and also the rules for the conduct of its business would be determined by the Executive Council.

(iii) Any dispute arising out of a contract between the University and an Employee shall, at the request of the employee, be referred to a Tribunal of Arbitration as provided in the Act.

1.3.20 No appeal preferred under this part shall be entertained unless such appeal is preferred within a period of forty-five days from the date on which a copy of the order appealed against is delivered to the appellant.

Provided that the appellate authority may entertain the appeal after the expiry of the said period, if it is satisfied that the appellant had sufficient cause for not preferring the appeal in time.

1.3.21 (1) Every person preferring an appeal shall do so separately and in his/her own name.

(2) The appeal shall be presented to the authority to whom the appeal lies, a copy being forwarded by the appellant to the authority which made the order appealed against. It shall not contain any disrespectful or improper language and shall be complete in itself.

(3) The authority which made the order appealed against shall on receipt of copy of the appeal, forward the same with its comments thereon together with the relevant records, to the appellate authority without any avoidable delay, and without waiting for any direction from the appellate authority.

1.3.22 (1) In the case of an appeal against an order of suspension the appellate authority shall consider whether in the light of the provisions of rule 5 and having regard to the circumstances of the case, the order of suspension is justified or not and confirm or revoke the order accordingly.

(2) In the case of an appeal against an order imposing any of the penalties specified in rule 6 enhancing any penalty imposed under the said rule the appellate authority shall consider -

(a) whether the procedure laid down in these rules has been complied with;

(b) whether the findings of the disciplinary authority are warranted by the evidence on the record; and

(c) whether the penalty or the enhanced penalty imposed is adequate or inadequate or severe and pass orders –

(i) confirming, enhancing, reducing, or setting aside the penalty; or

(ii) remitting the case to the authority which imposed or enhanced the penalty or to any other authority with such direction as it may deem fit in the circumstances of the case:

Provided that –

(i) if such enhanced penalty which the appellate authority proposes to impose is one of the penalties specified in clauses (v) to (ix) of rule 6 and an inquiry under rule 9 has not already been held in the case, the appellate authority shall subject to the provisions of rule 14 itself hold such inquiry or direct that such inquiry be held in accordance with the provisions of rule 9 and thereafter on a consideration of the proceedings of such inquiry and after giving the appellant a reasonable opportunity as far as may be in accordance with the provisions of sub rule

(4) of rule 10 of making a representation against the penalty proposed on the basis of the evidence adduced during such inquiry, make such orders as it may deem fit.

(ii) No order imposing an enhanced penalty shall be made in any case unless the appellant has been given a reasonable opportunity as far as may be, in accordance with the provisions of rule 11 of making a representation against such enhanced penalty.

(iii) In an appeal against any other order specified in rule 18, the appellate authority shall consider all the circumstances of the case and make such orders as it may deem just and equitable.

1.3.23 The authority which made the order appealed against shall give effect to the orders passed by the appellate authority.

REVIEW

1.3.24 (1) Notwithstanding anything contained in these rules:

(i) The Executive Council; or

(ii) The appellate authority; within six months of the date of the orders proposed to be reviewed, may, at any time, either on its own motion or otherwise call for the records of any inquiry and review any order made under these rules from which an appeal is allowed but from which no appeal has been preferred or from which no appeal is allowed and may-

(a) confirm, modify or set aside the order; or

(b) confirm, reduce, enhance or set aside the penalty imposed by the order or impose any penalty where no penalty has been imposed; or

(c) remit the case to the authority which made the order or to any other authority directing such authority to make such further inquiry as may consider proper in the circumstances of the case; or

(d) pass such other orders as it may deem fit;

Provided that no order imposing or enhancing any penalty shall be made by a reviewing authority unless the employee concerned has been given a reasonable opportunity of making a representation against the penalty proposed and where it is proposed to impose any of the penalties specified in clauses (v) to (ix) of rule 6 or enhance the penalty imposed by the order sought to be reviewed to any of the penalties specified in those clauses, no such penalty shall be imposed except after an inquiry in the manner laid down in rule 9 and after giving a reasonable opportunity to the employee concerned of showing cause againstthe penalty proposed on the basis of the evidence adduced during the enquiry.

(1) No proceeding for review be commenced until after –

(i) the expiry of the period of limitation for an appeal, or

(ii) the disposal of the appeal, where any such appeal has been preferred.

(2) An application for review shall be dealt with in the same manner as if it were an appeal under these rules.

MISCELLANEOUS

1.3.25 Every order, notice and other process made or issued under these rules shall be served in person on the employee concerned or communicated to him/her by registered post, speed post and such communication if delivered at the address recorded in the official records of the University or pasted at his/her residence, is deemed to be a proper service.

1.3.26 Save as otherwise expressly provided in these rules, the authority competent under these rules to make an order may for good and sufficient reasons or if sufficient cause is shown, extend the time specified in these rules or condone any delay.

1.3.27 If any doubt arises as to the interpretation of any of the provisions of these rules, the matter shall be referred to the Executive Council which shall decide the same and its decision shall be final.

1.4 LEAVE RULES OF NON-TEACHING EMPLOYEES OF THE UNIVERSITY

1.4.1 These rules may be called the “The English and Foreign Languages University (Leave) Rules. These rules shall be deemed to have come into force from the date of approval of these Rules by the Executive Council.

1.4.2 (i) Leave cannot be claimed as a matter of right.

(ii) When the exigencies of service so require, leave of any kind may be refused or revoked by the authority empowered to sanction leave but it shall not be open to that authority to alter the kind of leave due and applied for except at the written request of the employee.

1.4.3. Any claim to leave to the credit of an employee who is dismissed or removed or who resigns from the service of the University ceases from the date of such dismissal or removal or resignation:

Provided that the University may, in any case, grant terminal leave to an employee prior to his/her resignation which may extend beyond the date on which the resignation becomes effective, if in the opinion of the University, the circumstances justify the grant of such leave.

1.4.4 (i) At the request of an employee, the sanctioning authority may commute any kind of leave retrospectively into leave of a different kind which was due and admissible to him/her at the time the leave was granted, but the employee cannot claim such commutation as a matter of right.

(ii) The commutation of one kind of leave into another shall be subject to adjustment of leave salary on the basis of leave finally granted to the employee, that is to say, any amount paid to him/her in excess shall be recovered or any arrears due to him/her shall be paid.

Note: Extraordinary leave granted on medical certificate or otherwise may be converted retrospectively into "leave not due" subject to the provisions of Rule 18.

1.4.5 Except otherwise provided in these rules, any kind of leave, may be granted in combination with or in continuation of any other kind of leave.

Casual leave which is not recognized as leave under these rules shall not be combined with any other kind of leave admissible under these rules.

1.4.6 No employee shall be granted leave of any kind for a continuous period exceeding five years.

1.4.7 Any application for leave or for extension of leave shall be made in an application form (see Annexure) prescribed by the EFL University to the authority competent to grant leave. It should be applied for before it is actually availed of, except in special cases of emergency and for reasons to the satisfaction of the sanctioning authority.

1.4.8 A leave account will be maintained in respect of each employee.

1.4.9 (i) An application for leave on medical certificate shall be accompanied by a medical certificate given by the Authorised Medical Officer of the University or any Registered Medical Practitioner defining as clearly as possible the nature and probable duration of illness.

(ii) The authority competent to grant leave may, at its discretion, secure a second medical opinion by requesting another medical officer either appointed by the University or of the Government to have the applicant medically examined on the earliest possible date.

(iii) The grant of medical certificate under this rule does not in itself confer upon the employee concerned any right to leave; the certificate shall be forwarded to the authority competent to grant leave and orders of that authority awaited.

(iv) An employee who is declared by a medical authority to be completely and permanently incapacitated for further service shall –

(a) If he/she is on duty, be invalidated from service from the date of relief of his/her duties which should be arranged without delay on receipt of the report of the medical authority; if, however, he/she is granted leave, he/she shall be invalidated from service on the expiry of such leave.

(b) If he/she is already on leave, be invalidated from service on the expiry of that leave or extension of leave, if any, granted to him/her

1.4.10 (i) An employee on leave shall not return to duty before the expiry of the period of leave granted to him/her unless he/she is permitted to do so by the authority which granted him/her leave;

(ii) An employee who has taken leave on medical certificate may not return to duty until he/she has produced a medical certificate of fitness;

1.4.11 Leave ordinarily begins from the date on which leave as such is actually availed of and ends on the preceding day on which the employee resumes his/her duty.

1.4.12 (i) When the day(s) immediately preceding the day on which an employee's leave other than leave on medical certificate begins or immediately following the day on which his/her leave expires is a holiday or of series of holidays the employee shall be deemed to have been permitted to prefix and or suffix the holidays/holiday.

(ii) In the case of leave on medical certificate:

(a) When an employee is certified medically unwell to attend office, holiday(s), if any, succeeding the day he/she is so certified including that day shall be treated as part of the leave; and when an employee is certified medically fit for joining duty, holiday(s), if any, succeeding the day he/she is so certified including that day shall automatically be allowed

to be suffixed to the leave, and holiday(s), if any preceding the day he/she is so certified shall be treated as part of the leave.

1.4.13 (i) Unauthorised absence from duty, i.e., absence without prior sanction of leave shall normally constitute a break in service and the employee is not entitled to any salary for the period of such absence:

Provided, however, that the competent authority may, in exceptional cases, convert the unauthorized absence into extraordinary leave or any other kind of leave which may be due to the employee keeping in view the circumstances of each case and kind of leave due to the employee.

(ii) Unless, the authority competent to grant leave extends the leave, an employee who remains absent after the expiry of leave is entitled to no leave salary for the period of such absence and that period shall be debited against his/her leave account as though it were half pay leave.

(iii) Willful absence from duty renders an employee liable to disciplinary action.

1.4.14 (i) The leave account of every employee shall be credited with earned leave in advance, in two installments of 15 days each on the first day of January and July of every calendar year.

(ii) The leave at credit of an employee at the close of the previous half year shall be carried forward to the next half year subject to the condition that the leave so carried forward plus the credit for the half year do not exceed the maximum limit of 300 days.

(iii) The maximum earned leave that can be granted to an employee at a time shall be 120 days Earned leave may be granted for a period exceeding 120 days, if the entire leave so granted or any portion thereof is spent outside India..

Provided that where earned leave for a period exceeding 120 days is granted, the period of such leave spent in India shall not, in the aggregate, exceed 120 days.

1.4.15 (i) Earned leave shall be credited to the leave account of an employee at the rate of 2 ½ days for each completed calendar month of service which he/she is likely to render in a half year of the calendar year in which he/she is appointed.

(ii) The credit for the half year in which an employee is due to retire or resigns from the service shall be afforded only at the rate of 2 ½ days per completed calendar month upto the date of retirement or resignation.

(iii) When an employee is removed or dismissed from service or dies while in service, credit of earned leave shall be allowed at the rate of 2 ½ days per completed calendar month upto the end of the calendar month preceding the calendar month in which he/she is removed or dismissed from service or dies in service.

(iv) If an employee has availed of extraordinary leave and/or some period of absence has been treated as dies-non in a half year, the credit to be afforded to his/her leave account at the commencement of the next half year shall be reduced by 1/10th of the period of such leave and or dies-non subject to a maximum of 15 days.

(v) While affording credit of earned leave, fractions of a day shall be rounded off to the nearest day.

1.4.16 (i) The half pay leave account of every employee shall be credited with half pay leave in advance, in two instalments of ten days each on the first day of January and July of every calendar year, with effect from 1.1.1997.

(ii) (a) the leave shall be credited to the said leave account at the rate of 5/3 days for each completed calendar month of service which he/she is likely to render in the half year of the calendar year in which he/she is appointed.

(b) The credit for the half year in which an employee is due to retire or resigns from the service shall be allowed at the rate of 5/3 days per completed calendar month up to the date of retirement or resignation.

(c) When an employee is removed or dismissed from service or dies while in service credit of half pay leave shall be allowed at the rate of 5/3 days per completed calendar month in which he/she is removed or dismissed from the service or dies in service.

(iii) The leave under this rule may be granted on medical certificate or on private affairs.

(iv) No half pay leave can be granted to an employee in temporary appointment except on medical certificate.

1.4.17 (i) Commuted leave not exceeding half the number of days of half pay leave due may be granted on medical certificate to an employee, subject to the following conditions:-

(a) The authority competent to grant leave is satisfied that there is reasonable prospect of the employee returning to duty on its expiry.

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

(ii) Half pay leave upto a maximum of 180 days may be allowed to be commuted during the entire service (without production of medical certificate), where such leave is utilized for an approved course of study certified to be in the interest of the University by the leave sanctioning authority.

(iii) Where an employee who has been granted commuted leave resigns from service or at his/her request permitted to retire voluntarily without returning to duty, the commuted leave shall be treated as half pay leave and the difference between the leave salary in respect of commuted leave and half pay leave shall be recovered;

Provided that no such recovery shall be made if the retirement is by reason of ill-health incapacitating the employee for further service or in the event of his/her death.

1.4.18 (i) Leave not due shall be granted on half pay to an employee in permanent employment only on medical certificate subject to the following conditions:

(a) leave not due shall not be granted unless the sanctioning authority is satisfied that there is reasonable prospect of the employee returning to duty on its expiry.

(b) The leave not due shall be limited to 180 days during his/her entire service.

(c) It shall not exceed the amount of half pay leave he/she is likely to earn thereafter.

(d) It shall not exceed the amount of half pay leave he/she is likely to earn thereafter;

(ii) (a) Where an employee who has been granted leave not due resigns from service or at his/her request permitted to retire voluntarily without returning to duty, the leave not due shall be cancelled, his/her resignation or retirement taking effect from the date on which such leave had commenced, and the leave salary shall be recovered.

(b) Where an employee who, having availed himself/herself of leave not due returns to duty but resigns or retires from service before he/she has earned such leave, he/she shall be liable to refund the leave salary to the extent the leave has not been earned subsequently;

Provided that no leave salary shall be recovered under clause (a) or clause (b) if the retirement is by reason of ill-health incapacitating the employee for further service or in the event of his/her death.

1.4.19 (i) Extraordinary leave may be granted to an employee in special circumstances:

a. when no other leave is admissible;

b. when other leave is admissible, but the employee applies in writing for the grant of extraordinary leave.

(ii) Unless the Vice-Chancellor, in view of the exceptional circumstances of the case otherwise determines, no employee, who is not in permanent employment shall be granted extraordinary leave on any one occasion in excess of the following limits:

(a) three months

(b) six months, where the employee has completed one year's continuous service on the date of expiry of leave of the kind due and admissible under these rules including three months extraordinary leave under clause (a) and his/her request for such leave is supported by a medical certificate from the Authorised Medical Officer of the University.

(c) Eighteen months, where the employee who has completed one year's continuous service is undergoing treatment for –

1. Pulmonary tuberculosis or pleurisy of the tubercular origin in a recognized sanatorium

2. Tuberculosis of any other part of the body by a qualified tuberculosis specialist or by a civil surgeon or staff surgeon; or

3. Leprosy in a recognized leprosy institution or by a civil surgeon or staff surgeon or a specialist in leprosy.

4. Cancer or mental illness, in an institution recognized for the treatment of such disease or by a civil surgeon or staff surgeon or a specialist in such disease.

(d) Twenty four months, where the leave is required for the purpose of prosecuting studies certified to be in the interest of the University provided the employee has completed three years continuous service on the date of expiry of leave of the kind due and admissible under these rules, including three months extraordinary leave under clause(a).

(iii) Two spells of extraordinary leave, if intervened by any other kind of leave shall be treated as one continuous spell of extraordinary leave for the purpose of sub-clause (ii).

(iv) The authority competent to grant leave may commute retrospectively period of absence without leave into extraordinary leave.

1.4.20 (i) A probationer shall be entitled to leave under these rules as if he/she had held his/her post substantively otherwise than on probation.

(ii) An apprentice shall be entitled to-

(a) leave, on medical certificate, on leave salary equivalent to half pay for a period not exceeding one month in any year of apprenticeship;

(b) extraordinary leave under rule 19.

1.4.21 In case of a person re-employed after superannuation, the provisions of these rules shall apply as if he/she had entered service in the University for the first time on the date of his/her re-employment.

1.4.22 An employee may be permitted by the authority competent to grant leave to take leave preparatory to retirement to the extent of earned leave due not exceeding (300) days together with half pay leave due subject to the condition that such leave extends up to and includes the date of retirement.

Note: The leave granted as leave preparatory to retirement shall not include extraordinary leave.

1.4.23 (i) No leave shall be granted to an employee beyond-

(a) the date of his/her retirement, or

(b) the date of his/her final cessation of duties, or

(c) the date of his/her resignation from service.

(ii) (a) Where an employee retires on attaining the normal age prescribed for retirement, he/she will be paid cash equivalent of leave salary for earned leave, if any, at the credit of the employee on the date of his/her superannuation, subject to a maximum of 300 days.

(b) The cash equivalent under clause (a) shall be calculated as follows and shall be payable in one lump sum as a one time settlement. No house rent allowance or city compensatory allowance shall be payable

$$\text{Cash equivalent} = \frac{\text{Pay admissible on the Date of retirement plus Dearness allowance}}{30} \times \text{Number of days of unutilized earned leave at credit on the date of Retirement subject of a maximum of 300 days}$$

(iii) Where the services of an employee are terminated by notice or by payment of pay and allowances in lieu of notice; or otherwise in accordance with the terms and conditions of his/her appointment he/she may be granted cash equivalent in respect of earned leave at his/her credit on the date on which he/she ceases to be in service subject to a maximum of 300 days.

(iv) If an employee resigns or quits service, he/she may be granted cash equivalent in respect of earned leave at his/her credit on the date of cessation of service, to the extent of half of such leave at his/her credit, subject to a maximum of 150 days encashment of unutilized EL at the time of retirement.

An employee who is re-employed after retirement may on termination of re-employment be granted cash equivalent of EL at his/her credit on the date of termination of re-employment subject to a maximum of 300 days including encashment of unutilized EL at the time of retirement.

For purpose of computation of cash equivalent, the pay on the date of termination of re-employment shall be the pay fixed in the scale of post of re-employment before adjustment of pension and pension equivalent of other retirement benefits and the dearness allowance appropriate to that pay.

1.4.23-A (i) An employee is eligible for encashment of 10 days of EL at his/her credit at the time of availing of LTC. The calculation of cash equivalent of leave salary may be done in the manner prescribed under Rule 23 (ii) (b) provided he/she should avail EL of at least and equivalent duration simultaneously to the extent of leave encashed. Provided balance of at least 30 days of EL at his/her credit should be available after deducting the total of leave availed plus leave for which encashment was availed.

(ii) The total leave encashed for availing LTC during the entire service should not exceed 60 days in aggregate.

(iii) The period of EL encashed shall be deducted from the quantum of leave this can be normally encashed by him/her at the time of superannuation.

1.4.24 In case an employee dies while in-service the cash equivalent of the leave salary in respect of earned leave at his/her credit on the date of death subject to a maximum of 300 days shall be paid to his/her family.

1.4.25 (i) An employee who proceeds on earned leave is entitled to leave salary equal to the pay drawn immediately before proceedings on earned leave.

(ii) An employee on half pay leave or leave not due is entitled to leave salary to half the amount specified in sub-rule (i).

(iii) An employee on commuted leave is entitled to leave salary equal to the amount admissible under sub-rule (i).

(iv) An employee on extraordinary leave is not entitled to any leave salary.

1.4.26 (i) Casual leave is granted to an employee as and when required at the discretion of the sanctioning authority subject to a maximum of 8 days in a calendar year.

(ii) Casual leave cannot be claimed as a matter of right and its grant is always subject to the exigencies of service.

(iii) An employee on casual leave is treated as on duty.

(iv) Persons who join in the middle of the calendar year shall be eligible to proportionate casual leave.

(v) The total period of leave at one time including Sundays and other holidays shall not exceed 8 days.

(vi) Casual leave cannot be combined with any other kind of leave.

(vii) Unavailed casual leave at the close of the year shall lapse.

Note: Holidays and Sundays falling between will not count as Casual leave.

Special Casual Leave

1.4.27 (i) An employee summoned to serve as Juror or Assessor or to give evidence before the court of law as a witness in a civil or criminal case in which his/her private interests are not at issue may be given special casual leave sufficient to cover the period of absence necessary.

(ii) It may also be granted when an employee is deputed to attend reference libraries of other institution and conference or educational gathering of learned and professional society in the interests of the University or other academic work which will include working on the committees appointed by the University/ Government/ University Grants Commission.

(iii) The period of such leave admissible in a year shall not exceed 15 days.

(iv) Male employees who undergo vasectomy operation under the Family Welfare Programme for the first time may be granted special casual leave not exceeding six working days. Sundays and closed holidays intervening should be ignored while calculating the period of special casual leave. If any employee undergoes vasectomy operation for the second time on account of the failure of the first operation, special casual leave not exceeding six days may be granted again on production of a certificate from the medical authority concerned to the effect that the second operation was performed due to the failure of the first operation.

(v) (a) Female employees who undergo tubect my operations– whether puerperal or non-puerperal – may be granted special casual leave not exceeding 14 days.

(b) In the case of female employees who undergo tubectomy operation for the second time on account of the failure of the first operation, special casual leave not exceeding 14 days may be granted again on production of a medical certificate from the prescribed medical authority concerned to the effect that the second operation was performed due to the failure of the first operation.

(c) Female employees who have insertions of intra-uterine contraceptive devices may be granted special casual leave on the day of the IUCD insertion.

(d) Female employees who have re-insertion of IUCD may be granted special casual leave on the day of the IUCD re-insertion.

(e) Female employees who undergo salpingectomy operation after Medical Termination of Pregnancy (MTP) may be granted special casual leave not exceeding 14 days.

(vi) (a) Male employees whose wives undergo either puerperal or non-puerperal tubectomy operations for the first time or for the second time due to failure of the first operation (under Family Welfare Programme) may be granted special casual leave for 7 days subject to the production of a medical certificate stating that their wives have undergone tubectomy operation for the second time due to the failure of the first operation. It shall not be necessary to state in the certificate that the presence of the employee is required to look after the wife during her convalescence.

(b) Male employees whose wives undergo tubectomy/salpingectomy operation after Medical Termination of Pregnancy (MTP) may be granted special casual leave up to 7 days subject to the production of the medical certificate stating that their wives have undergone tubectomy/ salpingectomy operation after Medical

Termination of Pregnancy. It shall not be necessary to state in the certificate that the presence of the employee is required to look after the wife during her convalescence.

(vii) The special casual leave will necessarily have to follow the date of operation and there cannot be any gap between the date of operation and the date of commencement of special casual leave.

(viii) An employee who requires special casual leave beyond the limits laid down for undergoing sterilization operation owing to the development of post-operation complications may be allowed at the discretion of the Vice-Chancellor, special casual leave to cover the period of which he/she or she is hospitalized on account the production of a certificate from the post-operational complications, subject to the production of a certificate from the concerned hospital authorities/an authorized Medical Officer.

(ix) The aforesaid provisions may also be applied to cases where the sterilization operation is performed by laproscopic method.

(x) Special casual leave may be combined either with casual leave or regular leave. It cannot be combined with casual leave and regular leave.

1.4.28 (i) Maternity leave may be granted to a woman employee (including an apprentice) for a period of 135 days from the date of its commencement. During such period, she shall be paid leave salary equal to the pay drawn immediately before proceeding on leave.

(ii) Maternity leave may also be granted in case of miscarriage, including abortion, subject to the condition that the leave does not exceed six weeks and the application for the leave is supported by a medical certificate from an authorized Medical Officer.

(iii) (a) Maternity leave may be combined with leave of any other kind.

(b)Any leave (including commuted leave) for a period not exceeding sixty days, applied for in continuation of maternity leave may be granted without production of medical certificate.

(iv) Leave in further continuation of leave granted under clause (b) of sub-rule (iii) may be granted on production of a medical certificate for the illness of the female employee. Such leave may also be granted in case of illness of the newly born baby, subject to the production of medical certificate to the effect that condition of the ailing baby warrants mother's personal attention and that her presence by the baby's side is absolutely necessary.

1.4.29 Paternity Leave

(i) A male employee (including an apprentice) with less than two surviving children may be granted Paternity Leave for a period of 15 days during the confinement of his wife. During the period of such leave, he shall be paid leave salary equal to the pay drawn immediately before proceeding on leave.

(ii) Paternity leave may be combined with leave of any kind and it shall not be debited against the leave account.

(iii) Paternity leave may not be normally refused under any circumstances (with effect from 7.10.1997).

1.4.30 The following authorities are competent to grant leave

Kinds of Leave	Authority competent to grant leave	
Earned Leave, Half Pay Leave, Leave Not Due, Extraordinary Leave, Maternity Leave, Paternity Leave, Special Casual Leave and Casual Leave	A	Deputy Registrar (Administration) in respect of all Group B, C & D employees
	B	Registrar – in respect of all Group A Officers except Registrar/Finance Officer/Controller of Examinations/Superintending Engineer/ Librarian and equivalent cadres.
	C	The Vice-Chancellor in respect of Pro-Vice-Chancellor/ Registrar/ Finance Officer/ Controller of Examinations/ Superintending Engineer/Librarian and equivalent cadres.

STUDY LEAVE

1.4.31 (1) Study leave may be granted to an employee with due regard to the exigencies of service of the University to enable him/her to undergo, in or out of India, a special course of study consisting of higher studies or specialized training in a professional or a technical subject having a direct and close connection with the sphere of his/her duty.

(2) Study leave may also be granted –

(i) for a course of training or study tour in which an employee may not attend a regular academic or semi-academic course if the course of training or the study tour is certified to be of definite advantage to the University from the point of view of its interests and is related to the sphere of duties of the employee; and

(ii) for the purposes of studies connected with the framework or background of public administration subject to the conditions that

(a) the particular study or study tour should be approved by the Executive Council; and

(b) the employee should be required to submit, on his/her return, a full report on the work done by him/her while on study leave.

(iii) for the studies which may not be closely or directly connected with the work of an employee, but which are capable of widening his/her mind in a manner likely to improve his/her abilities as an employee and to equip him/her better to collaborate with those employed in other branches of the public service.

(3) Study leave shall not be granted unless –

(i) it is certified by the Vice-Chancellor that the proposed course of study or training shall be of definite advantage from the point of view of the interests of the University;

(ii) it is for prosecution of studies in subjects other than academic or literary subject.

(4) Study leave out of India shall not be granted for the prosecution of studies in subjects for which adequate facilities exist in India.

(5) Study leave shall not be granted to an employee

(i) who has rendered less than five years' service under the University;

(ii) who is due to retire, or has the option to retire, from the University service within three years of the date on which he/she is expected to return to duty after the expiry of the leave.

(6) Study leave shall not be granted to an employee with such frequency as to remove him/her from contact with his/her regular work or to cause cadre difficulties owing to his/her absence on leave.

1.4.32 The maximum amount of study lave, which may be granted to an employee shall be :

(a) twelve months at any one-time, and

(b) during his/her entire service, twenty-four months in all (inclusive of similar kind of leave for study or training granted under any other rule).

1.4.33 1. (a) Every application for study leave shall be submitted through proper channel to the Vice-Chancellor/Executive Council;

(b)The course or courses of study contemplated by the employee and any examination which he/she proposes to undergo shall be clearly specified in such application.

2. Where it is not possible for the employee to give full details in his/her application, or if, after leaving India, he/she is to make any change in the programme which has been approved in India, he/she shall submit the particulars as soon as possible to the Vice-Chancellor and shall not, unless prepared to do so at his/her own risk, commence the course of study or incur any expenses in connection therewith until he/she receives the approval of the Vice-Chancellor.

1.4.34 1. (a) Every employee who has been granted study leave or extension of such study leave shall be required to execute a bond in the prescribed form before the study leave or extension of such study leave granted to him/her commence.

(b) The bond shall be signed by two sureties who are holding posts of equal or higher status.

2. On completion of the course of study, the employee shall submit to the Vice-Chancellor the certificates of examinations passed or special courses of study undertaken, indicating the date of commencement and termination of the course with the remarks, if any, of the authority in charge of the course.

1.4.35 (1) Study leave shall not be debited against the leave account of the employee.

(2) Study leave may be combined with other kinds of leave, but in no case the grant of this leave in combination with leave, other than extraordinary leave, shall involve a total absence of more than twenty-eight months from the regular duties of the employee.

Explanation : The limit of twenty-eight months of absence prescribed in this sub-rule includes the period of vacation.

(3) An employee granted study leave in combination with any other kind of leave may, if he/she so desires, undertake or commence a course of study during any other kind of leave and subject to the other conditions laid down in rule being satisfied, draw study allowance in respect thereof.

Provided that the period of such leave coinciding with the course of study shall not count as study leave.

1.4.36 When the course of study falls short of study leave granted to an employee, he/she shall resume duty on the conclusion of the course of study, unless the previous sanction of the Vice-Chancellor has been obtained to treat the period of shortfall as ordinary leave.

1.4.37 (1) During study leave availed of outside India, an employee shall draw leave salary equal to the pay that the employee drew while on duty with the University immediately before proceeding on such leave and in addition the dearness allowance, house rent allowance and study allowance as admissible in accordance with the provisions of rules 38 to 41.

(2) (a) During study leave availed of in India, an employee shall draw leave salary equal to the pay that the employee drew while on duty with the University immediately before proceeding on such leave and in addition the dearness allowance and house rent allowance as admissible in accordance with the provisions of Rule 41.

(b) Payment of leave salary at full rate under clause (a) shall be subject to furnishing a certificate by the employee to the effect that he/she is not in receipt of any scholarship stipend or remuneration in respect of any part-time employment.

(c) The amount, if any, received by an employee during the period of study leave as scholarship or stipend or remuneration in respect of any part-time employment as envisaged in sub-rule (2) of Rule 38, shall be adjusted against the leave salary payable under this sub-rule subject to the condition that the leave salary shall not be reduced to an amount less than that payable as leave salary during half pay leave.

(d) No study allowance shall be paid during study leave for courses of study in India.

1.4.38 (1) A study allowance shall be granted to an employee who has been granted study leave for studies outside India for the period spent in prosecuting a definite course of study at recognized institution or in any definite tour of inspection of any special class of work, as well as for the period covered by any examination at the end of the course of study.

(2) Where an employee has been permitted to receive and retain, in addition to his/her leave salary any scholarship or stipend that may be awarded to him/her from any sources, or any other remuneration in respect of any part-time employment -

(a) no study allowance shall be admissible in case the net amount of such scholarship or stipend or remuneration (arrived at by deducting the cost of fees, if any paid by the employee from the value of the scholarship or stipend or remuneration) exceeds the amount of study allowance otherwise admissible.

(b) In case the net amount of scholarship or stipend or remuneration is less than the study allowance otherwise admissible, the difference between the value of the net scholarship or stipend or any other remuneration in respect of any part-time employment and the study allowance may be granted by the Vice-Chancellor.

(3) Study allowance shall not be granted for any period during which an employee interrupts his/her course of study to suit his/her own convenience:

Provided that the Vice-Chancellor may authorise the grant of study allowance for period not exceeding 14 days at a time during such interruption if it was due to sickness.

(4) Study allowance shall also be allowed for the entire period of vacation during the course of study subject to the conditions that –

(a) the employee attends during vacation any special course of study or practical training under the direction of the University; or

(b) in the absence of any such direction, he/she produces satisfactory evidence to the Vice-Chancellor that he/she has continued his/her studies during the vacation:

Provided that in respect of vacation falling at the end of the course of study it shall be allowed for a maximum period of 14 days.

(5) The period for which study allowances may be granted shall not exceed 24 months in all.

1.4.39 (1) The rates of study allowance shall be determined by the Executive Council on the recommendation of the Standing Committee of the Executive Council or as per the rates applicable to a Central Government employees from time to time in each case.

1.4.40 (1) Payment of study allowance shall be subject to the furnishing of a certificate by the employee to the effect that he/she is not in receipt of any scholarship, stipend or any other remuneration in respect of any part-time employment.

(2) Study allowance shall be paid at the end of every month provisionally subject to an undertaking in writing being obtained from the employee that he/she would refund to the University any over-payment consequent on his/her failure to produce the required certificate of attendance or on his/her failure to satisfy the Vice-Chancellor about the proper utilization of the time spent for which study allowance is claimed.

(3) (a)In the case of a definite course of study at a recognized institution, the study allowance shall be payable by the Vice-Chancellor on claims submitted by the employee from time to time, supported by proper certificates of attendance.

(b) The certificate of attendance required to be submitted in support of the claims for study allowance shall be forwarded at the end of the term, if the employee is undergoing study in an educational institution, or at intervals not exceeding three months if he/she is undergoing study at any other institution.

(4) (a)When the programme of study approved does not include or does not consist entirely of such a course of study, the employee shall submit to the Vice-Chancellor a report indicating fully the nature of the methods and operations which have been studied and including suggestions as to the possibility of adapting such methods or operations to conditions obtaining in India.

(b) The Vice-Chancellor shall decide whether the report show that the time of the employee was properly utilized and shall determine accordingly for what periods study allowance may be granted.

1.4.41 (1) For the first 120 days of the study leave, house rent allowance shall be paid at the rates admissible to the employee from time to time at the station from where he/she proceeded on study leave. The continuance of payment of house rent allowance beyond 120 days shall be subject to the production of a certificate to the effect that the employee continues to occupy the accommodation and has not sub-let either in whole or in part from time to time.

(2) Except for house rent allowance as admissible under sub-rule (1) and the dearness allowance and the study allowance, where admissible, no other allowance shall be paid to an employee in respect of the period of study leave granted to him/her.

1.4.42 An employee to whom study leave has been granted shall not ordinarily be paid travelling allowance but the Executive Council may in exceptional circumstances sanction the payment of such allowance.

1.4.43 An employee to whom study leave has been granted shall ordinarily be required to meet the cost or fees paid for the study but in exceptional cases, the Executive Council may sanction the grant of such fees:

Provided that in no case shall the cost of fees be paid to an employee who is in receipt of scholarship or stipend from whatever source or who is permitted to receive or retain, in addition to his/her leave salary, any remuneration in respect of part-time employment.

1.4.44. (1) If an employee resigns or retires from service or otherwise quits service without returning to duty after a period of study leave or within a period of three years after such return to duty or fails to complete the course of study and is thus unable to furnish the certificates as required under Rule 40 he/she shall be required to refund:

the actual amount of leave salary, study allowance, cost of fees, travelling and other expenses, if any, incurred by the University, together with interest thereon at rates for the time being in force on Government loans, from the date of demand, before his/her resignation is accepted or permission to retire is granted or his/her quitting service otherwise:

Provided that except in the case of employees who fail to complete the course of study nothing in this rule shall apply to an employee who, after return to duty from study leave, is permitted to retire from service on medical grounds.

(2) (a) The study leave availed of by such employee shall be converted into regular leave standing at his/her credit on the date on which the study leave commenced, any regular leave taken in continuation of study leave being suitably adjusted for the purpose and the balance of the period of study leave, if any which cannot be so converted, treated as extraordinary leave.

(b) In addition to the amount to be refunded by the employee under sub-rule (2) he/she shall be required to refund any excess of leave salary actually drawn over the leave salary admissible on conversion of the study leave.

(3) Notwithstanding anything contained in this rule, the Executive Council may, if it is necessary or expedient to do so, either in the interest of the University or having regard to the peculiar circumstances of the case or classes of cases, by order waive or reduce the amount required to be refunded under sub-rule (1) by the employee concerned or class of employees.

1.4.45 Unless there is anything repugnant in the EFL University Act, Statutes, Ordinances any amendments to the Central Civil Services (Leave) Rules, 1972 shall be deemed to be the amendments of the relevant provisions of these rules or any order or administrative instructions already issued/to be issued by the Central Government shall be deemed to be the orders or administrative instructions under these rules with effect from the date of such amendments/ orders are brought into force by the Central Government.

Annexure

LEAVE APPLICATION FORM

(See Rule 7)

APPLICATION FOR LEAVE OR FOR EXTENSION OF LEAVE

1. Name of Applicant:
2. Post held:
3. Department, office and section:
4. Pay:
5. House rent and other compensatory allowances drawn in the present post:
6. Nature and Period of leave applied for and date From which required:
7. Sundays and holidays, if any, proposed to be Prefixed/suffixed to leave:
8. Grounds on which leave is applied for:
9. Date of return from last leave, and the nature and period of that leave:
10. I propose/do not propose to avail myself of leave travel concession for the block years……. during the ensuing leave:
11. Address during leave period:

Signature of Applicant

(with date)

12. Remarks and/or recommendation/s of the Controlling Officer.

Signature (with date)

Designation

13. Orders of the Leave sanctioning authority.

Signature (with date)

Designation

FORM

(See Rule 9)

MEDICAL CERTIFICATE FOR LEAVE OR EXTENSION OF LEAVE OR COMMUTATION OF LEAVE

Signature of the

Employee……

I…….after careful ……personal

examination of the case hereby certify that Dr/Shri/Smt/Kumari……

……..……..……..…whose signature is given above, is suffering from……..…… and I consider that a period of absence from duty of ……..…….. with effect

from ……is absolutely necessary for the restoration of his/her health.

Authorised Medical Officer

……..…..Hospital/Dispensary or other Registered Medical Practitioner

Date……

Note-1 : The nature and probable duration of the illness should be specified.

Note-2: This form should be adhered to as closely as possible and should be filled in after the signature of the Employee has been taken. The certifying officer is not at liberty to certify that the employee requires a change from or to a particular locality, or that he/she is not fit to proceed to a particular locality. Such certificates should only be given at the explicit desire of the administrative authority concerned, to whom it is open to decide, when an application on such grounds has been made to him/her, whether the applicant should go before a Civil Surgeon or Staff Surgeon to decide the question of his/her fitness for service.

Note-3: Should a second medical opinion be required, the authority competent to grant leave should arrange for the second medical examination to be made at the earliest possible date by a medical officer not below the rank of a Civil Surgeon or Staff Surgeon, who shall express an opinion both as regards the facts of illness and as regards the necessity for the amount of leave recommended and for this purpose he/she/she may either require the Employee to appear before himself/herself or before a medical officer nominated by himself/herself.

Note-4: No recommendation contained in this certificate shall be evidence of a claim to any leave not admissible to the Employee.

FORM

(See rule 10)

MEDICAL CERTIFICATE OF FITNESS TO RETURN TO DUTY

Signature of University

employee……..

We, the members of Medical Board

I…….

Civil Surgeon/Staff Surgeon
University Medical Officer

Authorised Medical Officer
Registered Medical Practioner

do hereby certify that we/I have carefully examined Shri/Smt/Kumari……..……..……..……..……..…… whose signature is given above, and find that he/she recovered from his/her illness and is now fit to resume duties in University service. We/I also certify that before arriving at this decision, we/I have examined the original medical certificate(s) and statement(s) of the case (or certified copies thereof) on which leave was granted or extended and have taken these into consideration in arriving at our/my decision.

Member of the Medical Board

(1)……..

(2)……..

(3) …….

University Medical Office
Civil Surgeon/Staff Surgeon
Authorised Medical Officer
Registered Medical
Practitioner

Dated……..

Note : The original medical certificate and statement(s) of the case on which the leave was originally granted or extended shall be produced before the authority required to issue the above certificate. For this purpose, the original certificate(s) and statement(s) of the case should be prepared in duplicate, one copy being retained by the University employee concerned.

1.5. TRAVELLING ALLOWANCE OF THE EMPLOYEES OF THE UNIVERSITY, INCLUDING TEACHERS

1.5.1These rules shall be called the EFL University (Traveling Allowance) Rules".

1.5.2 These rules shall be deemed to have come into force from the date of approval of these Rules by the Executive Council. These rules shall apply to all employees of this University.

1.5.3 In these rules, unless there is something repugnant on the subject or context:-

(1) "Pay" means basic pay excluding special pay, personal pay and any other emoluments specially classed as pay, to which the employee is entitled at the commencement of his/her journey. In case of employee who opt to retain the pre-revised scales of pay or continue to draw pre-revised scale on account of non-announcement of revised scale or non-finalisation of revised pay, the 'Pay includes besides Basic pay, Dearness Pay, Dearness Allowance and Interim Relief'.

(2) "Day" means a calendar day, beginning and ending at midnight.

(3) "Family" means wife or husband of the employee as the case may be children, step children, parents, step mother, sisters including widowed sisters and minor brothers residing with and wholly dependent upon the employee.

Note: Children includes adopted child, major sons and married daughters and widowed daughters residing with and wholly dependent upon the employee.

1.5.4 Persons in the service of the University shall be classified in grades according to the pay ranges as detailed below for the purpose of T.A. and Halting Allowance.

Grade I(a)	:	The Vice-Chancellor
Grade I(b)	:	Rs.16,400 and above
Grade II	:	Rs.8,000 and above but less than Rs.16,400

Grade III	:	Rs.6,500 and above but less than Rs.8,000
Grade IV	:	Rs.4,100 and above but less than Rs.6,500 and
Grade V	:	below Rs.4,100

1.5.5 Honorary and part-time employees whose whole-time is not retained for the University service or who are remunerated wholly or partly by fees, or honorary workers rank in such grade as the Vice-Chancellor may with due regard to their status declare.

1.5.6 The gradation of re- employed pensioners will be determined on the following basis:-

(a) Where the pension is held in abeyance during the period of re-employment, the grade of the re-employed pensioners shall be determined in accordance with the pay actually received from time to time.

(b)Where the pension is allowed to be drawn in addition to pay, the re-employed pensioner should for the purpose of Rule 11 be deemed to be in receipt of actual pay plus the pension, subject to the provision that if the sum of such pay plus pension exceeds the pay of the post, if it is on fixed rate of pay, or the maximum pay of the post, if it is on a time-scale of pay such excess shall be ignored.

1.5.7 A University employee is on tour when absent on duty from his/her headquarters with proper sanction, Travelling allowance on tour is admissible from duty point at headquarters to the duty point at the distant station and vice versa.

1.5.8 Transfer means the movement of the University employee from one headquarters station in which he/she is employed to another such station either to take up the duties of a new post or in consequence of change of headquarters involving change of residence of the employee.

1.5.9 If an employee of a vacation Department combines tour with vacation i.e. proceeds on tour and then avails of vacation without returning to headquarters, he/she will be granted tour traveling allowances under these rules for the onward journey only.

1.5.10 A University employee proceeding on leave, other than casual leave, while on tour will not be paid traveling allowance for the return journey.

1.5.11 No traveling allowance shall ordinarily be allowed to any person for a journey to join his/her first appointment.

1.5.12 Persons on deputation on foreign service terms serving the University shall be governed by the traveling allowance Rules of their parent department, so far as their transfer traveling allowance is concerned. For other journeys, they will be governed by the University rules, unless otherwise specified in the terms and conditions of their deputation.

1.5.13 Unless there is anything repugnant in the EFL University Act, Statutes, Ordinances, any amendments to the Central Government rules relating to traveling allowances shall be deemed to be the amendments of the relevant provisions of these rules, or any order or administrative instructions already issued / to be issued by the Central Government shall be deemed to be the orders or administrative instructions under these rules with effect from the date such amendments/orders are brought into force by the Central Government.

1.5.14 An employee on tour will draw the actual fare for journey by rail, or air or the UGC's revised rates of road mileage, as the case may be, and in addition draw daily allowance for the entire absence from headquarters starting with departure from headquarters and ending with arrival at headquarters to cover both on the way expenses as well as expenses for halt at outstation. For the time spent in journey the daily allowance will be admissible at the rate applicable for ordinary localities.

1.5.15 A journey between two places is held to have been performed by the shortest of two or more practicable routes or by the cheapest of such routes as may be equally short. The shortest route is that by which the traveller can most speedily reach his/her destination by the ordinary mode of traveling. If an employee travels by a route which is not the shortest, but is cheaper than the shortest, his/her mileage allowance should be calculated on the route actually used.

1.5.16 An employee is required to travel by the class of accommodation for which traveling allowance is admissible to him/her. If he/she travels in a lower class of accommodation, he/she shall be entitled to the fare of the class of accommodation actually used.

1.5.17 When a University employee is compulsorily recalled to duty before the expiry of his/her leave and the leave is thereby curtailed he/she is entitled to draw mileage allowance for the journey from the place at which the order of recall reaches him/her.

1.5.18 A daily allowance is a uniform allowance for each day of absence form headquarters which is intended to cover the ordinary daily charges incurred by an employee in consequence of such absence.

1.5.19 Unless in any case, it be otherwise expressly provided in these rules, a daily allowance may be drawn while on tour on duty by every employee whose duties require that he/she should travel and may not be drawn except while on tour.

1.5.20 Daily allowance may not be drawn for any day on which an employee does not reach a point outside a radius of eight kilometers (16 kilometers, in the case of those getting conveyance allowance) from the duty point i.e. the place/office of employment at his/her headquarters or return to it from a similar point.

Note 1: The term "radius of eight kms" should be interpreted as meaning a distance of eight kilometers by the shortest practicable route by which a traveler can reach his/her destination by the ordinary mode of travelling.

Note 2: "For local journeys (i.e. those beyond 8 kilometers within the same and/or contiguous Municipality, etc. in which the headquarters of the employee is located) an employee will draw, for the journey involved, mileage allowance and in addition draw 50% of daily allowance calculated at the rates laid down in rule 31 i.e. Where the absence from headquarters is less than 12 hours but more than 6 hours, he/she will draw 50% of 70% daily allowance and so on.

1.5.21 Daily allowance may also be drawn during halt on tour or on a holiday occurring during a tour.

Note 1: An employee who takes leave (including casual leave) while on tour is not entitled to draw daily allowance during such leave.

Note 2: Daily allowance is not admissible for any day, whether Sunday or holiday unless the officer is actually and not merely constructively on camp (i.e. actually spends at least a portion of the particular Sunday or holiday in camp).

1.5.22 (A) (i) Daily allowance admissible to the Vice-Chancellor shall be as determined by the Executive Council from time to time.

(ii) Daily allowance admissible to other Group A, B, C and D categories of employees of the University shall be the rates as prescribed by the Government to its employees from time to time.

1.5.22 (B) When an employee does not stay in a hotel or makes his/her own arrangement:

Pay Ranges	*Localities other than mentioned in Col. 3, 4 & 5	B-1 Class Cities & expensive localities	A-Class Cities & specially expensive localities	A-1 Class Cities
(1)	(2)	(3)	(4)	(5)
Rs.16,400 and above	Rs.135	Rs.170	Rs.210	Rs.260**
Rs.8,000 and above but less than Rs.16,400	Rs.120	Rs.150	Rs.185	Rs.230
Rs.6,500 and above but less than Rs.8,000	Rs.105	Rs.130	Rs.160	Rs.200
Rs.4,100 and above but less than Rs.6,500	Rs.90	Rs.110	Rs.135	Rs.170
Below Rs.4,100	Rs.55	Rs.70	Rs.85	Rs.105

*As specified by the Government from time to time.

** Subject to change

1.5.22(C) When an employee stays in a hotel or other establishment providing board and/or lodging at scheduled tariffs:

Pay Ranges	*Localities other than mentioned in Col. 3, 4 & 5	B-1 Class Cities & expensive localities	A-Class Cities & specially expensive localities	A-1 Class Cities
(1)	(2)	(3)	(4)	(5)
Rs.16,400 and above	Rs.335	Rs.425	Rs.525	Rs.650**
Rs.8,000 and above but less than Rs.16,400	Rs.225	Rs.330	Rs.405	Rs.505
Rs.6,500 and above but less than Rs.8,000	Rs.200	Rs.250	Rs.305	Rs.380
Rs.4,100 and above but less than Rs.6,500	Rs.130	Rs.160	Rs.195	Rs.245
Below Rs.4,100	Rs.65	Rs.85	Rs.100	Rs.125

* As specified by the Government from time to time.

** Subject to change

Note 1: (a) When an employee stays in a hotel or other establishment providing board and/or lodging at scheduled tariffs, subject to production of hotel receipt, the D.A. will be 90% of the standard rate plus the lodging charges (exclusive of breakfast/meal) actually incurred for each calendar day but the total of the two should not exceed the corresponding rate prescribed for stay in hotel.

(b) Where an employee stays in government or public sector guest house and pays lodging charges in excess of 25% of daily allowance admissible to him/her in the concerned localities under Table (B) above, daily allowance shall be payable as under.

(i) The respective rate of daily allowance for the concerned localities as shown in Table (B) shall be reduced by 25% and the lodging charges (exclusive of breakfast/meals) paid by the employee to the Government Public Sector guest house authority for each calendar day shall be added thereto.

(ii) Daily allowance equal to the amount calculated in (i) above shall be admissible to the employee concerned subject to the condition that where it exceeds the hotel rate to which the employee is entitled for the respective locality as per Table (C) above, it shall be restricted to the latter rate.

Note 2: On day(s) when the employee on tour is provided with free board and lodging he/she will draw only 1/4.D.A., for that (those) day(s). If he/she is provided with only free board he/she will draw 1/2 D.A. for that (those) day(s). If he/she is provided with only free lodging he/she will draw ¾ D.A. for that (those) day(s).

Note 3: For the time spent in journey, only ordinary rate of daily allowance as in the Table at (B) will be admissible. When the total absence from the headquarters is partly spent in Journeys/ordinary locality and partly in expensive locality the total number of daily allowance in terms of rule 31 below will first be calculated.From this, the number of daily allowance for halt in the expensive locality for which daily allowance at special rates allowed will be deducted. The remaining number of daily allowance will then be calculated at ordinary rates as prescribed in column 2 of the Table at (B) above.

Note 4: When an employee returns to headquarters the same day, the daily allowance admissible will be at ordinary rate only irrespective of the journey to an expensive locality.

1.5.23 Daily allowance for the entire absence from headquarters will be regulated as follows:-

Full daily allowance may be granted for each completed calendar day of absence reckoned from mid-night to mid-night. For absence from headquarters for less than 24 hours, the daily allowance will be admissible at the following rates:-

(i) If the absence from headquarters does not exceed 6 hours. – NIL

(ii) If the absence from headquarters exceeds 6 hours but does not – 70% exceed 12 hours.

(iii) If the absence from headquarters exceeds 12 hours – Full

In case the period of absence from headquarters falls on two calendar days, it is reckoned as two days and daily allowance is calculated for each day as above. Similarly, daily allowance for days of departure from and arrival at headquarters will also be regulated accordingly.

1.5.24 In case of continuous absence form headquarters, full daily allowance will be admissible for the first 180 days. No daily allowance is payable beyond 180 days.

1.5.25 (a) (i) An employee on transfer in the interest of the University may draw actual traveling allowance for self and each member of family on the scale admissible, but the claim in respect of dependent children shall be restricted to only two children with effect from 01.01.99

(ii) This will not be applicable to those employees who have more than two children prior to 01.01.99.

(iii) The restriction of claim to only two children shall not be applicable in respect of those employees who are presently issue less or have only one child and the subsequent pregnancy results in multiple birth as a consequence of which the number of children exceeds two.

(b) For journeys by Rail/Road/Air, the admissibility of traveling allowance will be as for journeys on tour both for self and family. Between places not connected by rail, of the journey is performed by public bus, actual bus fare for self and each member of family is admissible. If the journey is performed otherwise than by public bus road mileage at the appropriate rate will be admissible as follows:

One mileage for self or self and one additional member of the family. Two mileages if two members of family accompany, three mileages if more than two members of family accompany.

(c) An employee on transfer is eligible for a composite transfer grant equal to one month's basic pay in the case of transfer involving a change of station located at a distance of/or more than 20 kms from each other. In the case of transfer to station which are at a distance of less than 20 kms from the old station and of transfers within the same city, the composite transfer grant shall be restricted to one third of the basic pay provided a change of residence is actually involved.

(d) An employee on transfer is eligible for cost of transportation of personal effects as detailed below:

(i) Transportation of Personal Effect By Rail

Pay Ranges	Personal effects that can be carried
Rs.16,400 and above	Full four wheeler wagon or 6000 kg by goods Train or one double container
Rs.8,000 and above but less than Rs.16,400	Full four wheeler wagon or 6000 kg by goods Train or one double container
Rs.6,500 and above but less than Rs.8,000	3000 kg by goods train
Rs.4,100 and above but less than Rs.6,500 and	1500 kg by goods train
Below Rs.4,100	1000 by goods train

Note: An employee in receipt of a revised pay of Rs.3,350/-p.m. and above shall be permitted to transport of 1500 kg of personal effects by goods train.

(ii) Transportation of Personal Effect By Road

The rates of allowances for carriage of personal effects between places connected by road only shall be as indicated below:

Pay Ranges	A1/A/B1 Class Cities (Rs. Per Km.)	Other Cities (Rs. Per Km.)
Rs.8,000 and above	Rs.30.00	Rs.18.00
Rs.6,500 and above but less than Rs.8,000	Rs.15.00	Rs.9.00
Rs.4,100 and above but less than Rs.6,500 and	Rs.7.60	Rs.4.60
Below Rs.4,100	Rs.6.00	Rs.4.00

Note (1): The allowance at higher rates mentioned in Column (2) will be admissible as at present only for carriage of personal effects from one place to another within the limits of A1/A/B1 class cities.

Note (2): An employee in the revised pay of Rs.3,350 per month and above shall be entitled to the rates of allowances prescribed for employees in the pay range of Rs.4,100 and above but less than Rs.6,500.

Note (3): In the case of transport by Road, an employee can draw the actual expenditure (or) the amount admissible on transportation of maximum admissible quantity by rail and then an additional amount of not more than 25% thereof whichever is less.

Personal effects should be transported by goods train at owner's risk between places connected by rail. If transported by road, the actual expenditure or 1 ¼ times of the amount admissible for transport by goods train whichever is less will be admissible.

The higher rate of road mileage is admissible for transport of personal effects between one place and another within the limits of A or B1 class cities.

The lower rate of road mileage is admissible for transport of personal effects between stations not connected by rail.

Transport by rail:

(a) By Passenger Train: Actual freight charged by the railway.

(b) By Goods Train: Cost of packing, cost of transporting the packed, motor cycle to and from the goods shed, cost of crating the car, loading and unloading charges cost of ropes etc. are all reimbursable. Claim to be limited to the amount under (a) above.

(c) One second class fare by the shortest route between the stations from and to which the car is actually transported by rail can be drawn for a chauffeur or cleaner.

Transport by road:

Actual amount spent, limited to freight rate by passenger train.

Between places connected by rail – Actual cost of transportation, limited to the freight charges by passenger train. Between places not connected by rail 30 paise per km.

The family of an employee who dies in harness may draw traveling allowance from the last headquarters of the deceased employee to the home town or to another selected place of residence where the family wishes to settle down.

Finance Officer may sanction to an employee who is required to proceed on tour/transfer an advance to cover his/her personal traveling expenses. The Vice-Chancellor may sanction tour advance in his/her favour.

1.5.26 Transport of Conveyance

The scales for transportation of conveyance at University expenses will be as follows with effect from 01.10.97.

Pay Range	Entitlement
Rs.6,500 and above	One Motor Car, or one Motorcycle/Scooter
Less than Rs.6,500	One Motorcycle/Scooter/moped or one Bicycle

1.5.27(i) Except on resignation, dismissal and removal from services, an employee, who on retirement from University service settled down at places other than the last station of their duty located at a distance of more than 20 km is eligible for composite transfer grant equal to a month's basic pay last drawn.

(ii) In case of employee who on retirement settles at the last station of duty itself or within a distance of less than 20 km. The composite transfer grant is equal to one third of the basic pay last drawn by him/her subject to the condition that a change of residence is actually involved.

(iii) In the case of transportation of conveyance by employees on their retirement, the expenditure shall be re-imbursable without insisting on the requirement that the possession of the conveyance by them while in service at their last place of duty should have been in public interest.

1.5.28 Second advance is not permissible, except under special orders of the Vice-Chancellor until an account has been given of the first advance.

An employee who has taken an advance for any particular journey may not take payment of Travelling Allowance bills before rendering complete accounts of the said advance or any portion of it.

1.5.29 The amount of advance granted shall be adjusted within one month from the date of completion of the tour or by 31 st March, whichever is earlier. Advances drawn in the month of March, may, however, be adjusted on completion of the tour or by 30th April whichever is earlier.

1.5.30 No claim of traveling allowance which is not preferred within six months of the completion of journey shall be paid without the specific sanction of the Vice-Chancellor.

1.5.31 No revision of traveling allowance, once drawn, shall ordinarily be permissible.

1.5.32 All other cases not covered by these rules shall be dealt with in accordance with the general or specific orders of the Vice-Chancellor after considering the corresponding provisions in the Government Rules on the point.

1.5.33 Where it is satisfied by the Vice-Chancellor that the operation of any of these rules causes or likely to cause undue hardship to any employee, he/she may, notwithstanding anything contained in these rules, deal with the case of such employee in such manner as may appear to him/her to be just and equitable subject to approval of the Executive Council.

1.5.34 Members of the University Bodies (Executive Council, High Power Committees, Finance Committees, Court, Academic Council and other authorities) are entitled to Travelling Allowance indicated in the following rules:

(i) Journey by rail: Normally, a member should travel by first class by rail. In respect of such journeys, he/she will be treated at par with Government servant of the First Grade and will be entitled to first class rail or equivalent class.

Where, however the Vice-Chancellor considers that a non-official should travel by A.C.C, he/she may, at his/her discretion, allow A.C.C. travel, where this concession is, in his/her opinion, justified by fulfillment of one or more of the following conditions:-

1) When a person is required to travel in air-conditioned accommodation on grounds of health or because of very advanced age and/or infirmity.

2) Where a person is or was entitled to travel in air-conditioned coach under the rules of the organization to which he/she belongs or might have belonged before retirement.

3) Where the Vice-Chancellor is satisfied the A.C.C. travel by rail is the customary mode of travel by the non-official concerned in respect of journeys unconnected with the performance of Government duty.

Note: Non-official members of the University Bodies, etc. will be entitled to travel by Second Class A.C. tier sleeper coach while performing journeys to attend meetings of University Bodies.However, this concession would not be available for travel by Second Class A.C. 2-tier sleeper coach in Rajdhani Express train.

(ii) Journey by Road: In respect of journeys by Road between places not connected by rail, the member will be entitled to road mileage admissible to an officer, as per rules, or conveyance charges (by own car) as per rates approved by Executive Council form time to time or actual taxi charges incurred by him/her.

(iii) T.A. and D.A. to members will be admissible on production of a certificate that they have not drawn any traveling or daily allowance for the same journey and halts from any other source.

(iv) The bills prepared and signed by the members will be countersigned by Finance Officer. Payments will not be made earlier than the last date up to which the allowance is claimed. The traveling allowance for onward journey and return journey will be included in the bill and the payment will be treated as final.

(v) Members are eligible for traveling allowance for the journey actually performed in connection with the meeting of the Committee etc. to the place of their permanent residence. If any member performs a journey from a place other than the place of his/her permanent residence to attend a meeting or returns to a place of his/her permanent residence after the termination of the meeting, traveling allowance shall be worked out on the basis of the distance residence and the venue of the meeting, whichever is less.

1.5.35 Road mileage is admissible to a member if he/she traveled by own car/taxi [see para 5.34(ii)] subject to the approval of the Vice-Chancellor.

1.5.36 It shall be the duty of a Controlling Officer before signing or countersigning a traveling allowance bill:-

a. to scrutinize the frequency and duration of journeys and halts for which traveling allowance is claimed, and to disallow the whole or any part of the traveling allowance claimed for any journey was unnecessary or unduly protracted or that a halt was of excessive duration.

b. to scrutinize carefully, the distance entered in traveling allowance bill.

c. to satisfy himself/herself (i) that the mileage allowance for journeys by railways excluding additional fare or fares allowed for incidental expenses, has been claimed at the rate applicable to the class of accommodation actually used and (ii) that concessional return tickets for the journeys charged for in the bill were purchased wherever and whenever possible.

d. to observe any subsidiary rules or orders which the Executive Council or the Vice-Chancellor may make for his/her guidance.

e. to satisfy himself/herself before permitting a claim under rule 34 that the individual actually bought a through ticket at the rate claimed and that it was not possible for him/her to get a through ticket at a cheaper rate by paying only for the appropriate class for accommodation over that portion of the journey where accommodation of that class was available.

1.5.37 Unless there is repugnant in EFL University Act, Statutes, Ordinances, any amendments to Fundamental Rules and Supplementary Rules shall be deemed to be the amendments of the relevant provisions of these rules or any order or any Administrative instructions already issued/ to be issued by the Central Government shall be deemed to be the order or administrative instructions under these rules with effect from the date of such amendments/orders brought into force by the Central Government.

1.6 LEAVE TRAVEL CONCESSION (LTC) RULES FOR THE EMPLOYEES OF THE UNIVERSITY, INCLUDING TEACHERS

1.6.1 These rules may be called the "EFL University (Leave Travel Concession) Rules: They shall be deemed to have come into force from the date of approval of these Rules by the Executive Council.

1.6.2 (a) They have rendered a continuous service of more than one year on the date of commencement, shall apply to all employees in whole time employment of this University who have rendered a continuous service on the date of commencement of the journey.

(b) Re-employed officers shall be eligible for the concession on completion of one year continuous service and subject to the condition that the succession block of two/four calender years in the case of such employees shall be reckoned from the actual date of their joining the post under the University and that he/she is likely to continue to serve under this University for a period of 2/4 years from the date joining the post in the University

1.6.3 Save as otherwise provided in these rules:-

(a) " Family means an employee's wife or husband as the case may be residing with the employee and two surviving children or step children residing with and wholly dependent upon the employee, whose income from all sources does not exceed Rs.1,500/- p.m. It includes in addition parents., step mother unmarried/ divorced/ abandoned/ separated from husbands or widowed sisters, minor brothers, and married daughters, who have been divorced abandoned or separated from their husbands, if residing with and wholly dependent upon the employee (provided their parents either not alive or they themselves dependent on the employee).

Note: 1 – The restriction of two surviving children as indicated above shall not apply in respect of existing children of an employee and a child born within one year of the restriction coming into force and also in case of multiple quilts after exchild.

Note: 2 - Not more than one wife is included in the terms family for the purpose of these rules. However, if a Government servant has two legally wedded wives and the 2nd marriage is with the specific permission of the University, the 2nd wife shall be included in the definition of "Family".

(b) "Home town" means the permanent home town or village as entered in the Service Book or other appropriate office record or such other place as has been declared by him/her duly supported by reasons such as ownership of immovable property, permanent residence of close relatives, etc. or the place where the employee would normally reside but for his/her absence on account of service in the University. Declaration once made shall be final.

(c) "Once in a period of two calendar years" means once in each block of two calendar years commencing from the year 1986 i.e. year 1986 and 1987 constituting one block of two calendar years.

(d) "Once in a period of four calendar years" means a period of four calendar year i.e, the years 1986, 1987, 1988 and 1989 constituting one block of four years.

(e) "Any place in India" will cover, besides the home town of the employee, any place within the territory of India.

(f) "Shortest route" is that by which the traveler can most speedily reach his/her destination by the ordinary mode of traveling.

1.6.4 (1) An employee of this University shall avail leave travel concession for self and family to visit hometown declared by him/her by the shortest route once in a period of two calendar years and he/she shall be eligible for full re-imbursement of the entire actual fare for the journey to hometown from headquarters and back limited to the eligible Air/Rail/Road mileage, etc,. as on tour:

Provided that the rate of road mileage between places not connected by rail, fare paid for any type of bus including super deluxe, deluxe express excluding air-conditioned bus.

(2) When the husband and wife are both employees of this University, the couple should be treated as a single family unit and should declare only one place to be their hometown which should be the same place for both of them for all times:

Provided that if, for any reasons, the husband and wife are residing separately they can claim the concession independently as two separate employees according to his/her or own entitlements:

Provided further if the family perform journeys separately there is no objection to an employee presenting separate claims.

(3) When the spouse of an employee employed in an office other than this University where L.T.C. facilities are available or otherwise not so employed the claim for spouse should be accompanied by an employment/non-employment certificate in respect of the spouse.

1.6.5 (1) (i) An employee of this university shall avail Leave Travel Concession for self and members of his/her family to visit any place in India once in a block of four years and he/she shall be eligible for full re- imbursement of the entire actual fare for the journey from head quarters to a place of visit in India as declared by the employee in advance and back.

(ii) The actual fare is limited to the eligible Air/Rail/Road Mileage as on tour as per entitlement.

Provided further that between places not connected by rail, where a recognized public transport system exists, the fares actually charged by such a system shall be admissible.

(2) When the employee travels in a higher class, the assistance will be restricted to the fare of the appropriate class and if he/she travels by lower class the assistance will be based on the lower class fare actually paid.

(3) For journeys performed by purchasing a circular tour ticket the claim shall be admissible as between the head quarters and the declared place or visit by the shortest direct route by the class of accommodation actually used or entitled class whichever is less.

(4) For Journeys to Port Blair the journey up to the port of embarkation shall be admissible as usual. From the port of embarkation to Port Blair the employee will be entitled to the cost of sea passage by the entitled class which is given below:

(a) First grade Officers drawing pay of Rs.18,400/-Air Economy (Y). and above. (Travel by private Air line permitted w.e.f. 24.04.06)

(b) Other first grade Officers (Travel by train as per their entitlement/ as per TA/DA Rules)

(c) Second grade - do -

(d) Third grade - do -

(e) Fourth grade - do -

However the Vice-Chancellor may permit Grade I Officers to travel from the nearest Point in mainland to Port Blair by Air

1.6.6 (1) The grade of the employee shall be decided on the date of journey.

(2) The L.T.C. is ordinarily admissible for the journeys performed during regular or leave including special casual leave and maternity leave.

(3) The concession to go to any place in India is in lieu of one of the two concessions to home town available in a block of four calendar years.

(4) If a University servant's hometown is outside India the assistance is admissible up to the Indian Railway Station or port nearest to his/her hometown.

(5) A child/children of an employee studying at a place other than the home town residing in hostels he/she they shall be eligible for L.T.C. as members of the family of the employee from the place of study to the hometown/any place in India and back or from the headquarters of the employee to the hometown/any place in India and back whichever is less.

(6) The L.T.C. is not admissible to an employee who proceeds on regular leave and then resigns his/her post without returning to duty.

(7) The L.T.C. can be combined with journeys on transfer or tour.

(8) In the case of an employee who is under suspension, the L.T.C. is admissible to his/her family only.

(9) An employee can change the declared place of visit before the commencement of the journey with the approval of the Registrar.

(10) The employee or members of his/her family visit either the same place or different places of the choice under the scheme to visit anywhere in India.

(11) The L.T.C. admissible for a particular block of two/four years which is not availed of during the block may be availed of in the first year of the next block by the employee and the family independently of each other.

(12) The right of an employee for re-imbursement of Leave Travel Concession shall stand forfeited or be deemed to have been relinquished if the claim for it is not preferred within six months of the date of completion of return journey.

(13) All other cases not covered by these rules shall be dealt with in accordance with the general or specific order of the Vice-Chancellor after taking into consideration the corresponding provisions in Government Rules on the subject.

(14) The Registrar of the University shall be competent to grant advance to the employees of the University to enable them to avail themselves the L.T.C. The amount of such advance shall be limited to 4/5 of the estimated amount which the University would have to re-imburse in respect of the cost of journey both ways.

(15) If the family of these employees travel separately the advance may also be drawn separately to the extent admissible.

(16) An employee can draw advance for LTC journey for himself/herself and his/her family members 65 days before the proposed date of onward journey. However he/she should produce the outward railway tickets within 10 days of the drawal of advance to the competent authority to whom that he/she was actually utilized the amount to purchase the ticket. The advance drawn for the purpose should be refunded in full if the onward journey is not commenced within 65 days of the grant of advance.

(17) An employee who has taken an advance for LTC should submit the adjustment bill within one month of the completion of return journey.

(18) If the onward journey is not commenced within one month from the date of sanction of advance or of the adjustment bill is not presented within one month of the completion of the return journey or if any of the rules for granting advance for LTC has been violated, a penal interest @ 2% over and above the rate of interest for purchase of conveyance shall be charged.

1.6.7 Unless there is anything repugnant in the English and Foreign Languages University Act, Statutes and Ordinances any amendments to the orders regarding the grant of travel Concessions to Government servants during, regular leave shall be deemed to be the amendments of the relevant provisions of these rules or any order or administrative instructions already issued to be issued by the Central Government shall be deemed to be the orders or administrative instruction under these rules with effect from the date of such amendments/ orders are brought into force by the Central Government

1.7 REIMBURSIMENT OF MEDICAL EXPENSES TO THE EMPLOYEES OF THE UNIVERSITY, INCLUDING TEACHERS.

1.7.1 "These rules may be called EFL University (Medical Attendance) Rules". They shall apply to all employees of the University both teaching and non-Teaching including those who are on re-employment. They shall also apply to those who are on deputation from Government Departments Central or State. These rules shall be deemed to have come into force from the date of approval of these Rules by the Executive Council.

1.7.2 In these rules unless there is anything repugnant in the subject or context:-

(i) "Authorised Medical Officer" means the Medical Officer appointed by the University.

(ii) "Employees of the University" means all officers and employees of the University under its administrative control and employees of the various centers under the control of then University but will not include a part-time employee, casual daily labourer and employees on contract basis.

(iii) "Medical Attendance" means Attendance in the consulting room of the Authorised Medical Officer or Government Hospital or any other hospital or recognised by the University or at the residence of the employee, including such pathological, bacteriological radiological or other methods of examination for the purpose of diagnosis as are available in the hospital or consulting room and are considered necessary by the Authorised Medical Officer and such consultation with a specialist or other Medical Officer as the Authorised Medical Officer certifies to be necessary to such extent and in such manner as the Specialist for the Medical Officer may, in consultation with the Authorised Medical Officer, determine.

(iv) A Specialist" means a Medical Officer in the service of the Government or in private practice who has obtained special proficiency in a particular branch of the science of medicine.

(v) "Treatment" means the use of all medical and surgical facilities available at the University recognized hospital or any other Government hospital in which the employee is treated and includes;

a. The employment of such pathological, bacteriological, radiological, or other methods as are considered necessary by the Authorised Medical Officer.

b. The supply of such medicines, vaccines, sera or other therapeutic substances as are ordinarily available in the hospital.

c. The supply of such medicines, vaccines, sera or other therapeutic substances not ordinarily so available as the authorized Medical Officer may certify in writing to be essential for the recovery or for the preventation of serious deterioration in the condition of the employee except in items mentioned below, namely:

1. preparation which are not medicines but are primarily foods, tonics, toilet preparations or disinfectants; and

2. expensive drugs, tonics, laxatives or other elegant and proprietary preparations for which drugs of equal therapeutic value are available.

Note : Sales tax paid by the employees while purchasing medicines from the market is refundable. Packing and postage charges paid by employees for purchasing special medicines from outstations are not refundable.

d. Such accommodation as is ordinarily provided in the hospital and is suited to his/her status and such nursing as is ordinarily provided to in-patients by the hospital.

1.7.3 (1) A University employee shall be entitled, free of charge to medical attendance by the Authorised Medical Officer of the University or at the University recognized hospital or at the Government hospital or at his/her residence when in the opinion of the Authorised Medical Officer, such employee is unable to attend the hospital.

(2) Where an employee is entitled, free of charge, to receive medical attendance, any amount paid by him/her on account of such medical attendance shall, on production of a certificate in writing by the authorised Medical Officer in this behalf be reimbursed to him/her by the University.

Provided that the Finance Officer shall reject any claim if he/she is not satisfied with its genuineness on facts and circumstances of each case. While doing so, he/she shall communicate to the claimant the reasons, in brief, for rejecting the claim and the claimant may submit an appeal to the Vice -Chancellor within a period of forty -five days of the date of receipt of the order rejecting the claim.

(3) If the Authorised Medical Officer is of the opinion that the case of an employee is of such a serious or special nature as to require medical attendance by some other Medical Officer or Specialist he/she shall, with the permission of the Vice-Chancellor, refer the patient to such other Medical Officer or Specialist, appointed by the University as may be available in the station for such attendance. In case no other Medical Officer or Specialist appointed by the University is available in the station or the Medical Officer available is not competent to render assistance or advice of the special type required by the employee or facilities are not available for the special treatment, the Authorised Medical Officer may apply to the Vice-Chancellor for permission to refer the patient to a Specialist at another station or call him/her from

other station. The fee and traveling allowance of the Specialists (in station or outside) and the cost of medicines prescribed by him/her and purchased by the employee shall be reimbursed to him/her. In emergent cases when the Vice - Chancellor is out of station any delay is likely to lead to serious impairment of the health of the patient the Medical Officer may call in a Specialist or summon a Medical Officer from outstation in anticipation of the sanction of the Vice - Chancellor and will report such cases immediately to him/her for approval.

1.7.4(i) A University employee shall be entitled free of charge to treatment :

(a) in the University recognized hospital or any other Government hospital at or near the place where he/she falls ill as can, in the opinion of the Authorised Medical Officer, provide the necessary and suitable treatment or

(b) if there is no such hospital as is referred to in sub-clause (a), in such hospital other than a Government hospital at or near the place as can, in the opinion of the Authorised Medical Officer, provide the necessary and suitable treatment.

(ii) Where an employee is entitled, free of charge, to treatment in hospital, any amount paid by him/her on account of such treatment shall, on production of a certificate in writing by the Authorised Medical Officer in this behalf, be reimbursed to him/her by the University.

Note-1 : Expenses incurred by an employee or a member of his/her family on treatment for "Venereal Diseases" and "Delirium Tremens" should be regarded as reimbursable.

Note-2: Reimbursement of expenditure incurred on account of treatment of sterility will be admissible.

Note-3: Expenses incurred on medical termination of pregnancy is reimbursable provided the medical termination of pregnancy has been performed at Government or other institutions/hospitals/institutions approved under the Medical Termination of Pregnancy Act, 1971.

1.7.5 (1) If the Authorised Medical Officer is of the opinion that owing to the severity of the illness, an employee cannot move to the hospital, he/she may receive treatment at his/her residence.

(2) Such employee receiving treatment at his/her residence shall be entitled to receive towards the cost of such treatment incurred by him/her a sum equivalent of the cost of such treatment as he/she would have been entitled to receive had he/she been treated in the University recognized hospital or any other Government Hospital.

(3) Claims for sums admissible under sub-clause (2) shall be accompanied by a certificate in writing by the Authorised Medical Officer stating his/her reasons for the treatment at the residence of the patient and the cost of similar treatment in the hospital.

1.7.6 In special cases, the Vice-Chancellor may sanction treatment of a University employee or his/her family at special hospital/clinic/nursing home. In such case, the extent of reimbursement over and above the expenses admissible under these rules will be decided by the Vice-Chancellor.

1.7.7 Families of the University employees are entitled to medical attendance and/or treatment on the scale and conditions allowed to the employees themselves, subject to such exceptions or restrictions specified in these rules.

Definition of Family:

"Family" means wife or husband as the case may be, parents, children and step-children wholly dependent upon the University employees.

Explanations

(a) The term "Family" does not include any other dependent relations such as brother, sister, widowed sister, etc. The term "Parents" does not include "Step-parents". The term" Children" will include children adopted legally.

(b) The husband or wife of the employee, as the case may be, employed under the Government or any other corporation, bodies financed partly or wholly by the Central or State Government local bodies and private organizations which provide medical facilities provided by the organizations in which he/she is employed.

(c) For this purpose, every employee should give a declaration at the commencement of these rules or immediately after appointment whether his wife or her husband is employed or not. If employed a joint declaration should be furnished as to who will prefer the claim for reimbursement of medical expenses incurred on the medical attendance declaration should be submitted in duplicate. It will remain in force till such time as it is revised on the express request in writing by both the husband and wife.

(d) Such parent should be regarded as "wholly/mainly dependent' upon an employee who normally reside with employee concerned and whose total monthly income does not exceed Rs.1500 p.m. (or the amount which the GOI may prescribe from time to time)

1.7.8. (a) For the purpose of medical attendance, up to four consultation at the rate of one consultation a day completed within a period of ten days from the date of commencement of treatment is allowed in respect of one single and continuous spell of illness/disease.

(b) There should be a reasonable gap between the closing of first spell of illness from one disease and recurrence of the same disease for a second time to justify a fresh claim in respect of medical attendance.

(c) The employees may be required to produce the original prescriptions by the claimants, if considered necessary in order to verify the prescribed ceilings on the number of consultations/visits, etc. and in order to satisfy about the genuineness of the claim.

(d) Case/s which are definitely not prolonged, treatment (limited to the administration of injections only) prescribed, while Medical Officer or at the residence of the patient, spread over a period not exceeding ten days. In such cases, normally ten injections in a period of ten days should suffice. These limits may be exceeded slightly (not exceeding five) viz., 15 injections spread over a period of 10 to 15 days depending on the condition of ailment of the patient as in the opinion of the Authorised Medical Officer is essential for the patients, charges for injections will be payable at the prescribed rate.

(e) (i) Every consultation after the first in respect of the same patient should be treated as"subsequent consultation" and charged for at the prescribed lower rates irrespective of the interval between the two consultations provided that the patient has been under the treatment of the same doctor.

(ii) Where a patient after being cured of a particular illness develops a "fresh" illness and consults the same doctor that consultation should be regarded as a "fresh consultation": and may be charged for at full rates and

(iii) Where a patient consults the same doctor in regard to the super-imposition of another disease during the course of treatment of one disease, that consultation should be regarded as "fresh consultation' and charged for at full rates.

Note : If at the time of consultation the medical officer consulted also administers injections he/she will be entitled to charge fees both for the consultation and for the injection at the prescribed rates. However if at a later stage the medical officer administers injections prescribed at the previous consultation, fees should be charged for injections only.

(f) (i) Diet-charges paid to hospitals and TB Sanatoria, etc. by the University employees and members of their families during the course of their in-door treatment will be reimbursed in full, in case where the pay of the employees concerned is not more than,-

I) Rs.3000 per month in the case of patients suffering from diseases other than TB and mental; and

II) Rs.4000 per month in the case of patients suffering from TB and mental diseases.

(ii) In the case of reimbursement of medical expenses incurred by University employees on hospitalization for themselves and members of their families in hospitals the tariffs of which indicate a flat rate inclusive of diet charge, the diet charges should be regulated as follows:

Where the flat charge made by the hospital includes –

(1) diet (2) accommodation (3) ordinary nursing only, but not (4) viz. charges for medical and surgical services, 50% of the flat charge will be reckoned as diet charges.

1.7.9. Cash memos for purchase of medicines must be countersigned by the doctor prescribing the medicines and the essentiality certificate must contain the names of all the medicines prescribed and the amount incurred on the purchase of each medicine.

1.7.10. The final claims for reimbursement of medical expenses of University employees and their families in respect of a particular spell of illness should ordinarily be preferred within 3 months from the date of completion of treatment as shown in the Essentiality Certificate issued by the Authorised Medical Officer.

1.7.11 The rates of consultation/visiting fees reimbursable are as prescribed by the Government from time to time.

1.7.12 The pay bill section should maintain a register in respect of individual university employees claiming reimbursement of medical expenses and claims regarding medical attendance/ treatment should be entered therein and attested by the Section Officer.

1.7.13 Unless there is anything repugnant in the EFL University Act, Statutes, Ordinances any amendment to the CCS (Medical Attendance) Rules, 1944 shall be deemed to be the amendments of the relevant provisions of these rules or any other or administrative instructions already issued/to be issued by the Central Government shall be deemed to be the orders or administrative instructions under these rules w.e.f. the date of such amendments/ orders are brought into force by the Central Government.

1.8 LEAVE RULES OF TEACHERS OF THE UNIVERSITY*

These rules may be called The English and Foreign Languages University Leave rules of Teachers. These rules shall be deemed to have come in to force from the date of approval of these Rules by the Executive Council.

1.8.1 Leave admissible to permanent teachers:

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

* UGC letter No.F.3-1/94(PS) dated 24-12-1998

(i) Leave treated as duty, viz; Casual leave; Special Casual leave; and Duty leave

(ii) Leave earned by duty, viz; Earned leave; Half pay leave; and Commuted leave

(iii) Leave not earned by duty, viz; Extraordinary leave; and Leave not due

(iv) Leave not debited to leave account-

(a) Leave for academic pursuits, viz; Study leave; and Sabbatical leave/Academic leave

(b) Leave on grounds of health, viz; Maternity leave

1.8.1(A) Quarantine leave

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

1.8.2 Casual Leave

(i) Total Casual Leave granted to a teacher shall not exceed eight(8) 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.

1.8.3 Special Casual Leave

(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/ institutions; and

(b) To inspect academic institutions attached to a statutory board, etc.

Note:

(i) In computing the ten days' leave admissible, the days of actual journey, if any, to and from the places where activities specified above, take place, will be excluded.

(ii) In addition, special casual leave to the extent mentioned below may also be granted;

(a) to undergo sterlization operation (vasectomy or salpingectomy) under family welfare programme. Leave in this case will be restricted to six working days; and

(b) to a female teacher who undergoes non-puerperal sterlization. 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 or vacation.

1.8.4 Duty Leave

(i) Duty leave may be granted for:

(a) Attending conferences, congresses, symposia and seminars on behalf of the university or with the permission of the university;

(b) Delivering lectures in institutions and universities at the invitation of such institutions or universities received by the 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

(d) Participating in a delegation or working on a committee appointed by the Government of India, State Government, the University Grants Commission, a sister University or any other academic body, and

(e) For performing any other duty for the university.

(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/she may be sanctioned duty leave on reduced pay and allowance; and

(iv) Duty leave may be combined with earned leave, half pay leave or extraordinary leave.

(v) Duty leave should be given also for attending meetings in the UGC, DST etc. Where a teacher invited to share expertise with academic bodies, government or NGO.

1.8.5 Earned Leave

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

(a) 1/30th of actual service including vacation; plus

(b) 1/3rd of the period, if any, during which he/she 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 300 days. The maximum earned leave that may be sanctioned at a time shall not exceed 60 days. Earned leave exceeding 60 days may, however, be sanctioned in the case of higher study, or training, or leave with 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 case 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.

Note-3

Encashment of earned leave shall be allowed to non-vacation members of the teaching staff as applicable to the employees of Central/State Governments.

• May change from time to time

1.8.6 Half-pay Leave

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

Note:

A “completed year of service” means continuous service of specified duration under the university and includes periods of absence from duty as well as leave including extraordinary leave.

1.8.7 Commuted Leave

Commuted leave, not exceeding half the amount of half pay leave due, may be granted on the basis of medical certificate from a registered medical practitioner 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; and

(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 these rules unless the authority competent to sanction leave has reason to believe that the teacher will return to duty on its expiry.

1.8.8 Extraordinary Leave

(i) A permanent teacher may be granted extraordinary leave when:

(a) No other leave is admissible; or

(b) No other leave is admissible and the teacher applies in writing for the grant of extraordinary leave.

(ii) Extraordinary leave shall always be without pay and allowances. Extraordinary leave shall not count for increment except in the following cases:

(a) Leave taken on the basis of medical certificates;

(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/her credit;

(c) Leave taken for pursuing higher studies; and

(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.

(iii) 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 vacations 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 absence from duty shall in no case exceed five years in the full working life of the individual.

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

1.8.9 Leave Not Due

(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 period of service, out of which not more than 90 days at s 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/her 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/her resignation from service so long as debit balance in his/her leave account is not wiped off by active service, or he/she refunds the amount paid to him/her 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 still to be earned may be waived by the Executive Council.

Provided further that 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.

1.8.10 Study Leave

(i) Study leave may be granted after a minimum of 3 years of continuous service, to pursue a special line of study or research directly related to his/her work in the university or to make a special study of the various aspects of university organization and methods of education. The paid period of study leave should be for 3 years, but 2 years may be given in the first instance which could be extended by one more year, if there is adequate progress as reported by the Research Guide. Care should be taken that the number of teachers given study leave, does not exceed the stipulated percentage of teachers in any department. Provided that the Executive Council may, in the special circumstances of a case, waive the condition of five 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 by the Executive Council on the recommendation of the concerned Head of the Department. The leave shall not be granted for more that three years in one spell, 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 five years of the date on which he/she is expected to return to duty after the expiry of study leave.

(iv) Study leave may be granted not more than twice during one's career. However, the maximum of study leave admissible during the entire service should not exceed five years.

(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 permission of the Executive Council. When the course of study falls short of 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-clauses (vii) and (viii) below, study leave may be granted on full pay up to two years extendable by one year at the discretion of the university.

(vii) The amount of scholarship, fellowship or other financial assistance that a teacher, granted study leave, has been awarded will not preclude his/her being granted study leave with pay and allowances but the scholarship, etc., so received shall be taken into account in determining the pay and allowance on which the study leave may be granted. The Foreign scholarships/fellowship would be offset against pay only if the fellowship is above a specified amount, which is to be determined from time to time, based on the cost of living for a family in the country in which the study is to be undertaken. In the case of an Indian fellowship, which exceeds the salary of the teacher, the salary amount will be deducted.

(viii) 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 discretion of the teacher. A teacher who is selected to a higher post during study leave, will be placed in that position and get the higher scale only after joining the post.

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

(x) Study leave shall count as service for pension/contributory provident fund, provided the teacher joins the university on the expiry of his/her study leave.

(xi) Study leave granted to a teacher shall 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.

(xii) A teacher availing himself/herself of study leave shall undertake that he/she shall serve the university for a continuous period of at least three years to be calculated from the date of his/her resuming duty after expiry of the study leave.

(xiii) After the leave has been sanctioned, the teacher shall, before availing himself/herself of the leave, execute a bond in favour of the university, binding himself/herself for the due fulfillment of the conditions laid down in sub-clause (xiii) and (xiv) 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 become refundable to the university in accordance with sub-clause(xiv).

(xiv) The teacher shall submit to the Registrar, six monthly reports of progress in his/her studies from his/her supervisor or the Head of the 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 with in the specified time, the payment of leave salary may be deferred till the receipt of such report.

1.8.11 Sabbatical Leave/Academic Leave

(i) Permanent, whole-time teachers of the university who have completed two years of service as professor, may be granted sabbatical leave to undertake study or research or other academic pursuit solely for the object of increasing their proficiency and usefulness to the university and higher education system.

(ii) The duration of leave shall not exceed one year at a time and two years in the entire career of a teacher.

(iii) Sabbatical leave shall not be granted until after the expiry of five years from the date of the teacher's return from previous study leave or any other kind of training programme.

(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/her immediately prior to his/her proceeding on sabbatical leave.

(v) A teacher on sabbatical leave shall not take up during the period of that leave, any regular appointment under another organization in India or abroad. He/she 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 regular employment in an institution of advanced 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 due date. The period of leave shall also count as service for purposes of pension/ contributory provident fund, provided that the teacher rejoins the university on the expiry of his/her leave.

Note-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.

Note-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.

1.8.12 Maternity Leave

(i) Maternity leave on full pay may be granted to a woman teacher for a period not exceeding 135 days, to be availed of twice in the entire career. Maternity leave may also be granted in case of miscarriage including abortion, subject to the condition that the total leave granted in respect of this to a woman teacher in her career is not more than 45 days, and the application for leave is supported by a medical certificate.

(ii) 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.

1.8.13 Paternity Leave

Paternity leave of 15 days may be granted to male teacher during the confinement of their wives, provided, the limit is up to two children.

1.8.14 Adoption leave

Adoption leave may be provided as per the rules of the Central Government

1.9 Retirement Benefit Rules

The Rules constitute the following two alternative schemes

(1) G.P.Fund cum Pension cum Gratuity scheme (Given in Appendix 'A')

(2) C.P.Fund-cum-Gratuity scheme (given in Appendix 'B').

Note: The Contributory Provident Fund-cum-Gratuity Rules are already in existence in the University with effect from 1.,4.1971. Appendix B contains the revised rules on the lines of the Central Universities Retirement Benefit Rules relating to CPF-cum-Gratuity scheme.,

SHORT TITLE DEFINITION, SCOPE AND APPLICATION OF THE RULES .

1.9.1 TITLE AND COMMENCEMETNT

(i) These rules shall be called the 'The English and Foreign Languages University Retirement Benefit Rules, 1985

(ii) These rules shall come into force with effect from 15th April 1985 (15,4,1985)

1.9.2 DEFINITIONS

In these rules unless there in anything repugnant in the subject or context ;

2.1. 'University' means The English and Foreign Languages University, Hyderabad.

2.2. 'Board' means the Executive Council.

2.3. 'Vice-Chancellor' means the Vice-Chancellor of the University or in his absence any person who may officiate for him.

2.4. 'Employee' means member of the staff (both academic and non – academic) who is appointed to a post in the University other than a borrowed employee.

2.5. 'Emoluments' means emoluments which a member of the staff was receiving immediately before his retirement or relinquishment of office and include :

(a) Substantive pay in respect of a permanent post other than a tenure post held in a substantive capacity:

(b) Dearness pay admissible in respect of (a) above ;

(c) Personal allowance which is granted in lieu of loss of substantive pay in respect of a permanent post other than a tenure post ;

(d) Fees or commission if they are authorised emoluments of an appointment and are in addition to pay (in this case emoluments means the average earning, for the last six months of service) ;

(e) Special pay attached to the permanent post other than a tenure post when the special pay has been sanctioned permanently and the post is held in a substantive capacity;

(f) Save as otherwise provide in Rule 2.5.1 one half of :

i) The difference between the emoluments referred to in Clauses (a), (c) and (e) above the pay actually drawn in higher officiating or temporary appointments;

ii) Special pay other than referred to in Clause (e) above;

iii) pay drawn in temporary or officiating appointments ;

iv) personal allowance other than that referred to in Clause (c) above.

v) the difference between the substantive pay and the pay actually drawn in higher tenure appointments whether held in substantive or officiating capacity, provided that service in the tenure appointments does not qualify for the grant of a special additional pension.

Note:1 In respect of employees who retire on or after 1st Jan.1973 emoluments for the purpose of determining pension and death-cum-retirement gratuity, in respect of the period prior to 1st Jan 1973, shall include besides pay and dearness pay (where admissible):

i. The dearness allowance where dearness pay is not admissible;

ii. The balance of dearness allowance where dearness pay is admissible;

iii. The interim relief.

2. In respect of employees who continue to draw dearness allowance and interim relief on or after 1st Jan 1973 , by virtue of opting for the revised scales of pay on the decisions of the GOI on the recommendations of the 3rd Pay Commission in case of non-teaching staff and the revised scales of pay accepted by the GOI w. e. f 1st Jan 1973 in case of teaching staff (Professors, Readers and Lecturers) from the date subsequent to 1st Jan 1973 besides pay and dearness pay and the interim relief as admissible on such pay under the orders in force on 31.12.1972 and drawn by the employee for the period beyond 31.12.1972 till the date the revised scales of pay as mentioned above become applicable to him shall be treated as emoluments for the purpose of determining pension and death – cum - retirement gratuity the dearness allowance granted from 1st May 1973 and thereafter shall not be treated as emoluments. These rules will also apply to the employees who opt for the existing rules of pay and retire from service without coming over to the revised scales of pay.

2.5.1* Provided that if an employee holding a permanent post in a substantive capacity ;

(i) Officiates in a higher post (other than a tenure post) continuously for not less than 3 years and retires or dies while holding the higher post or is confirmed in such higher post at any time during the last three years of his service after having officiated in that post continuously for three years or more; his emoluments for pension in respect of the higher post for any period beyond three years continuous service in that post shall be determined under rule 2.5 as if he held that post in a substantive capacity.

(ii) For computing the length of continuous service in respect of a higher post under clause (i) above, all kinds of leave all periods during which an employee officiated in a higher post, and the time spent on deputation and Foreign service shall be included provided that it is certified that but for his proceeding on leave or serving in other post for going on deputation on Foreign service , as the case may be, the employee concerned would have officiated in or hold the higher post.

* As substituted vide UGC letter No. F.8-16/72 (CU-1) dated 9th April 1974

Note : For extending the benefit of clause (i) in respect of a temporary post, the temporary post should be borne on a cadre which includes permanent post in the same time scale as the temporary post.

2.5.2. Provided further that for purposes 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. (** in respect of employees who retire on or after the 1st January 1973, the maximum ceiling of emoluments to be taken into account for calculation of gratuity has been revised to Rs.2,500/- p.m.)

Provided further that if immediately before retirement of relinquishment of service, an employee has been absent from duty on leave with allowance, his emoluments for the above purpose shall be taken at what they would have been had he not been absent from duty.

‘Average emoluments ’ means the average of the emoluments as defined above, calculated in respect of the last three years of service. * In respect of employees who retired or may retire on or after the 29th Feb. 1976, the ‘average

emoluments ' will be determined with reference to emoluments drawn by the employee concerned during the last ten complete months.

2.6. 'Family' for the purpose of General Fund and

Contributory Provident Fund means :

(a) 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 the subscriber.

Provided that if a subscriber proves 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 hence forth be deemed to be no longer a member of the subscriber's

family in matters to which these rules relate, unless the subscriber subsequently intimates in writing to the Registrar that she shall continue to be so regarded.

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

Provided that if a subscriber by notice in writing to the Registrar expresses her desire to exclude her husband from her family, the husband shall henceforth be deemed to be no longer a member of the subscriber's family in matter to which these rules relates: 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 governing the subscriber.

2.7 ' Fund ' means the General Provident Fund or the Contributory Provident Fund of the University as per context.

2.8 ' Leave ' means any variety of leave recognised by the University

* Authority : UGC letter No. F.26-21/77 D (5c) dated the 21st September 1978.

** Inserted vide UGC letter No.F.8-6/74 (D-5C) dated the 30th April 1976.

2.9 'Pay ' means the amount drawn monthly by an employee as pay which has been sanctioned for the post held by him substantively or in an officiating capacity and includes special pay and personal pay if any.

2.10 'Personal Pay 'means additional pay granted to an employee :-

a) 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

b) in exceptional circumstances on other personal consideration.

2.11. 'Qualifying Service' means service rendered as a member of the staff of the University in a substantive capacity including periods spent on probation. All service rendered to the University on a full time 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 paid from 'Contingencies'.

Note 1: • 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 or a period of five years whichever is least , if the post is one :-

a) for which post-graduate research of 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 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.

Note (2): ••The powers of condonation of break in service will ordinarily rest with the Executive Council of Governors of the University. The condonation of break in service can be done under the following circumstances ;

• Inserted vide UGC letter No.F.8-11/72 (CU – 1) dated the 31st October 1973.

•• Inserted vide UGC letter No. F.6-5/71 (CU-1) dated the 26th September 1977

1) The interruptions should have been caused by reasons beyond the control of the employee concerned.

2) Service preceding the interruption should not be less than of five years' duration and in cases where there are two or more interruptions, the total service, pensionary benefits in respect of which will be lost if the interruption are not condoned should not be less than five years.

3) The interruption should not be of more than one years' duration. In cases where there are two or more interruptions the total of the period of all the interruptions that are condoned should not exceed one year.

Provided that, in exceptional cases the Executive Council shall recommend to the Chairman of the Executive Council for condonation of break in service for a period exceeding one year : in case of an employee who has put in ten years qualifying service preceding the interruptions or the first of the interruption of the service, when there are more than one, in such condonation is considered necessary in the interest of the University.

(The period of break even though condoned by the Executive Council shall not count as qualifying service).

(The benefit is admissible to those employees who were in service on 11.7.1973 as well as those who are recruited subsequently vide UGC letter No. F.8-11/72 (CU –1/D-5c) dated 19-2-1977)

EXPLANATION - I COUNTING OF PERIOD OF LEAVE AS QUALIFYING SERVICE

(a) All periods of leave with pay and allowance shall count as qualifying service.

(b) The period spent on deputation for 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 leave without allowances during the period of deputation, the period of such extra – ordinary leave shall be excluded.

EXPLANATION - II COUNTING OF PERIOD OF LEAVE AS QUALIFYING SERVICE

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. If the suspension is not immediately followed by reinstatement.

ii) Extraordinary leave without allowances.

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

iv) Service below the age of 18 years.

***Note:** Provided that the extra- ordinary leave may be allowed to count at the discretion of the Executive Council in the following circumstances : -

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

ii) If it is taken on medical certificate.

iii) If it is taken due to the inability of the employee concerned to join or re-join duty due to civil commotion or a natural calamity provided that he has not any other type of leave at his credit.

iv) If it is taken to take full time assignments in another University/Institution or any other Authority and that the University/Institution/Authority or the person concerned makes necessary contribution towards pension.

This takes effect from 11.3.1973, vide UGC letter No.F.26-34/76-D (5C) dated 27-4-1977.

2.12. ' Registrar ' means the Registrar of the University or other person appointed by the Executive Council to discharge the duties of the Registrar.

2.13. ' Special Pay ' means an addition of the nature of pay to emoluments of a post or of a member of the staff of the University granted in consideration of the specially arduous nature of his duties or of a specific addition to his work or responsibility.

2.14. ' Year ' means the financial year of the University.

2.15. ' Injury ' means bodily injury resulting from violence, accident or disease assessed by the Consulting Medical Officer of the University as being not less than severe loss of earning Power.

Note : Examples of injuries of certain categories are given in Schedule ' F '

2.16. ' Accident ' means :-

a) A sudden and unavoidable mishap, or

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*Inserted vide UGC letter No. F.8-11/72 (CU-1) dated the 31st October 1973.

**Inserted vide UGC letter No. F.6-5/71 (CU-1) dated the 26th September, 1977.

b) 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.

2.17 ' Disease ' means :-

a) disease solely and directly attributable to an accident, or

b) 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 the performance of his duties or

c) venereal disease or septicemia where such disease or septicemia 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.

2.18 'Risk Office' means any risk, not being a special risk of accident or disease to which an employee 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 office' shall include risk of death or injury to which a member of the staff 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 of civil commotion in the locality and while proceeding from his residence to the place of his employment or vice versa, becomes a of the said riot or civil commotion.

2.19 ' Special risk ' means :-

a) a risk of suffering injury by violence;

b) a risk of injury by accident to which an employee 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 injury beyond the normal risks of his office;

c) a risk of contracting disease to which a medical officer is exposed as a result of 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.

2.20 'Violence ' means the act of a person who inflicts an injury on an employee

a) by assaulting or resisting him in the discharge of his duties or in order to deter or prevent him from performing his duties, or,

b) because of anything done or attempted to be done by such member of the staff or by another member of the staff in the lawful discharge of his duty as such, or

c) because of his official position.

1.9.3 APPLICATION OF THE RULES

(i) (a) These rules shall apply to all the employees of the Central University of English and Foreign Languages both 'academic and non-academic' (other than contract officers, part-time employees, re-employed pensioners, deputation lists and purely temporary and daily wage staff), who joined the University service on or after the 1st April 1974. They shall be entitled to opt one of the two alternative schemes set cut in for Appendices 'A'& 'B' to these rules.

Provided that the employees who do not exercise their option within the period prescribed under These rules, shall be deemed to have opted for the scheme set-out in appendix 'A' despite the fact that they have been permitted to contribute to the C.P.F. benefit prior to the promulgation of these rules.

(b) Employees who joined the University service before the 15th April 1985 may continue to be covered by the provisions of the C.P.F. Scheme in the University prior to the promulgation of these rules or may at their option elect to be covered by either of the two schemes referred to above.

i) Those who joined the University service on or after the 15th April 1985, before the enforcement of these rules and who were, therefore, permitted to contribute to the G.P. Fund obtaining in the University, will not be entitled to continue under the provisions or these rules.

ii) The service of the employees who joined the University service before 15.4.85 and who opt for General Provident Fund-cum-Pension-cum-Gratuity scheme shall be deemed to have been in pensionable posts from the commencement of the employees' service in the University irrespective of the period of service for which the employees might have subscribed to the University Contributory Provident Fund.

iii) Such of the employees of the University who joined the University service before the 15-4-1985 and have retired on or after 15-4-1985 before having an opportunity of exercising option under this clause shall be entitled to exercise their option for the scheme set out in appendices 'A' and 'B'.

iv) Employees who hold temporary appointment in the service of the University on the 15-4-1985 shall after continuous service of one year be entitled to the retirement benefits from the date of commencement of service or from the 15-4-1985, whichever is earlier.

v) In the case of employees in service prior to 15-4-1985 who have retired from the University service on or after the 15-4-1985 and died before having an opportunity of exercising option under these rules, the nominee or nominees as Validly nominated under the existing University C.P.F. Rules an make a specific request for option to choose one of the schemes, and either the University will have discretion to give the benefit of either of the two schemes to & validly nominated nominee or nominees of the deceased.

EXPLANATION : The cases of these employees who died while in service after 15-4-1985 before exercising the option can also be covered under rule 3 (V) provided the benefit is restricted to families of employees of the University who died without exercising the option during the time prescribed for exercising option. In their case the existing nominee who have been validly nominated can be permitted to exercise the option.

1.9.4 EXERCISE OF OPTION•

i) All the employees who joined the University service before 15-4-1985 and are in service on 15-4-1985, have to send their option in writing to the Registrar within three months of the date of notification of these rules, employees failing to exercise their option within the aforesaid three months shall be treated to have opted for the existing rules obtaining before 15-4-1985, provided that the University may at its discretion extend the date in any individual case on its merits.

Option once exercised shall be final.

ii) An employee who is initially appointed on contract basis and is subsequently continued permanently will have on cancellation of his contract terms, the option to choose either of the two schemes and he will have for the purpose of theses schemes the benefit of the service rendered under the contract terms are paid back by him to the University.

5. i) When an employee of a reputed Institution / authority is permanently absorbed in the University and vice-versa.

The past services in this case will count as in other categories under this rule and with the same conditions provided that the University Grants Commission gets the names of such Institutions /Authorities approved in advance from the Central Government.

ii) When an employee of an autonomous organisation under the Central Government is permanently absorbed in the University:

On his permanent absorption in the University such of the past services of an employee of an autonomous organization set up by the Central Government as would have counted for retirement benefits in that autonomous body, should count for retirement benefit payable by the University provided that the transfer is certified to be in the public interest, of which the Executive Council of the University shall be the sole judge subjects to the following:-

a) The transfer is with the consent of the autonomous organisation.

b) The autonomous organisations concerned pays to the Central University at the time of his permanent absorption in the University, the capitalised value of the retirement benefits in respect of the past service of the employee in that organsation.

c) In case the employee in question is on C.P.F. Scheme, the accumulations in his C.P.F. account and the capitalised value of gratuity, shall be transferred by the autonomous organisations to the University at the time of permanent absorption.

iii) When an employee of the University is transferred to an autonomous organisation :

The past service of an employee of the University will count for retirement benefits in the case of his permanent absorption in an autonomous organisation provided that the transfer is certified to be in the public interest and the service rendered is qualifying, subject to the following ;

• Substituted vide UGC letter No. F.33 - 19/62 (CU-1) Vol. v dated 1st July 1970.

a) The transfer should be with the agreement of the University through the autonomous organization will be the sole judge to decide whether a transfer is in public interest;

b) The University pays the capitalised value of the pension and gratuity in respect of the past service of the employee in the University to the autonomous organisation at the time of his permanent absorption therein.

c) In case the employee in question is on C.P.F. Scheme, the accumulations in his C.P.F. account and the capitalized value of gratuity will be transferred by the University to the autonomous organisations concerned.

iv) When an employee of a State Government / University is permanently absorbed in the University and vice-versa.

The past service will count for retirement benefits provided that the transfer is certified to be in the public interest and also subject to the following conditions :

a) The transfer is made with the consent of parent Institution.

b) The institution to which the employee is transferred shall be the sole judge to decide as to whether the absorption is in the public interest or not.

c) The parent Institution pays the capitalized value or pension and gratuity in respect of past service of the employee in that Institution to the latter employer at the time of his permanent absorption, and

d) In case the employee in question is on C.P.F. Scheme, the accumulations in the C.P.F. account and the capitalized value of gratuity be transferred by the parent organisation to the new employer.

1.9.5. Transfer of Central Government employees to the University•

The past service of a Central Government employee on transfer to the "University" will count for retirement benefits where a Central Government employee is transferred to any of the Central Universities and his absorption in the University is made in consultation with his parent organisation namely, the Central Government. It is also for the Central Government to decide whether the transfer is in the public interest or not. As regards the payment of pension /DCR Gratuity which becomes due to the Central Government employee on account of his qualifying Service under the Central Government, on his permanent absorption in the University, there would be no objection to the transfer of such pension/gratuity to the University with the consent of the employee concerned.

This item (v) takes effect from the 29th April 1974.

The above decisions will apply both to the academic and non-academic employees.

In cases where the liability of retirement benefits is to be borne by a body other than University prior approval of that body to the arrangements proposed should be obtained.

Note : A resignation shall not entail forfeiture of past service if it has been submitted, to take up, with prior and proper permission of the previous organisations, another appointment under the University or any other organisation mentioned in this clause. This shall take effect from 31.3-.1977 and cases prior to this date will not be reopened.

1.9.6. General (Miscellaneous)

i) The sanction and payment of retirement benefits admissible under these Rules shall be regulated by such procedural instructions as would be issued by the Executive Council.

ii) Interpretation - If any question arised relating to the interpretation of these rules, it shall be referred to the Chairman of the Executive Council whose decision thereon shall be final.

• Inserted vide UGC Letter No. F.26 - 12/77 (D –5c) dated 22.6.77

APPENDIX 'A'

1.10 GENERAL PROVIDENT FUND – CUM PENSION– CUM GRATUITY SCHEME

SECTION I

GENERAL PROVIDENT FUND

1.10.1 NOMINATIONS

1.1. A subscriber shall , at the time of joining the Fund, send to the Registrar, 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 nominations 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 rule until he makes a nomination in accordance with this rules.

1.2. If a subscriber nominates more than one person under Rule

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 notice in writing to the Registrar. The subscriber shall, along with such notice or separately, send a fresh nomination made in accordance with the provisions of this rule.

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 of share payable to each of such person in such a manner as to cover the whole of the amount payable to the nominee in the event of the happening of a contingency specified therein ;

b) That the nominations 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 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 when no special provision has been made in the nomination under clause (a) of Rule 1.5 or on the occurrence of any event by reason of which the nomination becomes invalid in pursuance of clause (b) of Rule 1.5 or the provision thereto, the subscriber shall send to the Registrar a notice writing canceling the nomination, together with a fresh nomination, made in accordance with the provisions of this rule.

1.7. Every nominations 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 Registrar.

1.10.2 The University will not be bound by nor will recognise any assignments 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.

1.10.3 SUBSCRIBER'S ACCOUNT

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

*3.2 If an employee admitted to the benefit of the fund was previously a subscriber to any contributory/ non – contributory provident fund of the Central Government/State Government, or of a body corporate, owned or controlled by Government of Universities/Institutions of University Status or an autonomous organisation registered under the

Societies Registration Act 1860, the amount of his accumulations in such contributory or non-contributory provident fund shall be transferred to his credit in the fund.

1.10.4 CONDITIONS AND RATES OF SUBSCRIPTION :

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 subscriber 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 installments any sum not exceeding the maximum amount of arrears 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 Registrar before he proceeds on leave. Failure to make due to timely intimation shall be deemed to constitute an election to subscribe. The option of a subscriber intimated under this sub-rule shall be final .

1.10.5 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% 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 subscription 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 rule, 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 proceeding 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 date the said 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 March of the proceeding 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 Rule 5.1.1.

1.10.6 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 same 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;

• UGC letter No. F.8-1/72 (C.U-1) dated 26th April 1973.

6.2.4 The total amount of interest shall be rounded to the nearest rupee (50 p. 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-rule 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 rule, 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 sixth month after the month in which such amount becomes payable whichever of these periods is less, provided that no interest shall be paid in respect of any period after the date on which the Registrar has intimated to the subscriber or his agent as the date on which he is prepared to make payments.

NOTE : Payments of interest on the Fund balance beyond a period of six months upto a period of one year may be authorised by the Registrar in the University after he has personally satisfied himself that the delay in payment was occasioned by circumstances beyond the control of the subscriber and in every such cases the administrative delay involved in the matter shall be fully investigated and, if any, required taken.

1.10.7 ADVANCES 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 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 persons need not necessarily be a member of the applicants family.

iv) to pay obligatory expenses on a scale appropriate to the applicant's status in connection with marriages, funeral or ceremonial which by his religion it is incumbent on him to perform;

v) to meet the cost of legal proceedings University by the applicant of vindication 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- rule shall not be admissible to an applicant who Universities legal proceedings in any court of law wither in respect of any matter unconnected with his official duty or against the University in respect of any condition of service of 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 by the Executive Council to attend scientific conferences, symposia or for scientific/ technical work.

7.1.1(a) •• The Executive Council may in special circumstances sanction the payment to any subscriber of an advance if it is satisfied to any subscriber concerned requires the advance for reason other than those mentioned in sub-rule 7.1.1.

7.1.2 An advance shall not exceed the following ceiling limits :

i) When sanction for any of the objects mentioned in (vii) Clauses (i) to (vi) of Rule 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 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.

• Authority: UGC letter No. F.33-19/62 (CU-1) Vol. V, dated 2nd November, 1970

•• Authority: Government of India Ministry of Education and Social Welfare NO.2-8/79 desk (v) dated 19.6.1979

i) ••• An advance shall not, except for special reason to be recorded in writing, be granted to any subscriber in excess of the limit laid sown in Rule. 7.1.2 herein or until repayment of the last installment of any previous advance.

•ii) When an advance is sanctioned under this Rule before repayment of last installment of any previous advance is completed, the balance of any previous advance not recovered shall be added to the advance so sanctioned and the installments for recovery shall be fixed with reference to the consolidated amount.

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

7.1.5. The amount of advance shall be recovered in not more than twenty-four equal monthly installments, the advance was sanctioned for any of the objects mentioned in clauses (i) to (v i i) or Rule 7.1.1. In special cases where the amount of the advance exceeds three months pay of the subscriber the sanctioning authority may fix such number of installments to be more than 24 but in no case more than 36. Each installments shall be a number of whole rupees, the amount of advance being raised or reduced, if necessary, to admit of the fixation of such installments. A subscriber may at his option repay in a smaller number of installments 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.

7.2. Notwithstanding anything contained in these rules, if the Vice-Chancellor is satisfied that money withdrawn as an advance from the Fund under Rule 7.1. has been utilized for a purpose other than that for which sanction was given to the drawal of the money the amount in question shall 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 installments of moieties of his emoluments till the entire amount recovered be repaid.

Note: The term 'emoluments' as used in this rule does not include subsistence allowance, if any, granted in cases of suspension of an employee pending an enquiry into his alleged misconduct.

1.10.8 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.

After the completion of twenty years of service (including broken periods of service , 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) Meeting the cost of higher education, including where necessary, the traveling expenses of the subscriber or any child of the subscriber 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 or specialised course in India beyond the High School stage.

(b) Meeting the expenditure in connection with the betrothal marriage of the subscriber or his sons or daughters and any other female relations actually dependent on him.

(c) Meeting the expenses in connection with the illness, including where necessary, the travelling expenses, of the subscriber and any member of his family, or any person actually dependent on him.

(d) Building or acquiring a suitable house or ready-built flat for his residence including the cost of the site.

(e) Repaying an outstanding amount on account of loan expressly taken for building or acquiring a suitable house or ready-built flat for his residence.

(f) For his residence or repaying any outstanding amount on account of Loan expressly taken for this purpose.

(g) Reconstructing or making additions or alterations to a house already owned or acquired by a subscriber.

(h) Renovating, additions or alterations or upkeep of an ancestral house at a place other than the place of duty or to a house built with the assistance of loan from Government at a place other than the place of duty.

(i) Constructing a house on a site purchased under clause (f).

(j) Acquiring a farm land or business premises or both within six months before the date of the subscriber's retirement.

••• Authority : UGC letter No. F.8-11/72 (CU –1) /D-5c dated 28th September 1974.

• Authority : UGC letter No. F.8-11/72 (Cu-1) /D-5c dated 28th September 1974.

Note 1: A subscriber who has availed himself of an advance or has been allowed any assistance for the grant of advance for house building purpose from any Government source, shall be eligible for the grant of final withdrawal under clause (d). (f). (g) and (i) for the purpose specified therein and also for the purpose of repayment of any loan taken from any Government source subject to the limit specified in rule 8.2.

If a subscriber has an ancestral house or built a house at a place other than the place of his duty with the assistance of loan taken from the Government he shall be eligible for the grant of a final withdrawal under clauses (d), (f) and (i) for purchase of house site or for construction of another house or for acquiring a ready built flat at the place of his duty.

Note 2: Withdrawal under clauses (d). (g), (h) or (i) shall be sanctioned only after a subscriber has submitted a plan of the house to be constructed or of the additions or alterations to be made duly approved by the local municipal body of the area where the site or house is situated and only in cases where the plan is actually got to be approved.

Note 3: The amount of withdrawal sanctioned under clause (e) shall not exceed 3/4th of the balance of date of application together with the amount of previous withdrawal under clause (d), reduced by the amount of previous withdrawal. The formula to be followed is : 3/4th of balance (as on date plus amount of previous withdrawal (s) for the house in question) minus the amount of the previous withdrawal (s).

Note 4: Withdrawal under clause (d) or (g) shall also be allowed where the house site or house is in the name of wife/husband provided she/he is the first nominee to receive Provident Fund money in the nomination made by the subscriber.

Note 5: Only one withdrawal shall be allowed for the same purpose under rule 8.1. But marriage/education of different children or illness on different occasions shall not be treated as the same purpose. Second or subsequent withdrawal under clause (d) or (i) for completion of the same house shall be allowed upto the limit laid down under Note 3.

Note 6: A withdrawal under rule 8.1 shall not be sanctioned if an advance under rule (7) is being sanctioned for the same purpose and at the same time.

(This takes effect from 3rd July 1976.)

8.2. Any sum withdrawn by a subscriber at any one time for one or more or the purpose specified in Rule 8.1 from the amount standing to his credit in the Fund shall not ordinarily exceed one–half of such amount or six 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 his credit in the Fund.

8.3 A subscriber, who has been permitted to withdraw money from the fund under Rule 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 of 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 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 installments as may be determined by the Executive Council.

8.4. A subscriber who has already drawn or may draw in future an advance under Rule 7 for any of the purposes specified in Rule 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 Rule 8.1. 8.2 and 8.3.

1.10.9 FINAL WITHDRAWALS OF ACCUMUALTIONS 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 rule with interest thereon at the rate provided in these rules 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 an extension of service.

1.10.10 RETIREMENT OF A SUBSCRIBER:

10.1. When a subscriber (a) has 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 competent 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 Registrar, becomes payable to the subscriber.

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 installments or otherwise by recovery from his emoluments or otherwise as the Vice-Chancellor may direct.

1.10.11 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 there to 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, 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 no t relate, as the case may be, shall, notwithstanding any nomination purporting to be in favour of any person or persons other than member or members of his family, become payable to the members of his family, in equal share.

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 clause (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 provision of Rule 1.1. or of the corresponding rule 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..

1.10.12 STATEMENT OF ACCOUNTS

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

(a) desires to make any alternation in any nomination made by the subscriber :

(c) has acquired a family (in cases where the subscriber has made no nominations in favour of a member of his family under the rules).

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

12.3 The Registrar 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 account has been written up.

1.10.13 INVESTMENT OF FUND

13.1. All sums paid into the Fund under the rules shall be credited in the books of the University to an account named "General Provident Fund Account of the University.." A deposit account shall be opened in such Scheduled Bank in … 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

1.10.14 PENSION

Every employee should have put in minimum of ten years of qualifying service to be eligible for pension subject to such rules 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.

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

1.10.15 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 discharged owing to the abolition of the permanent post, he shall be granted a compensation pension on the scale prescribed in Rule 16 below:

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

In respect of an employee who retired on invalid pension on or after 1st January 1973 or who may retire as such hereafter, the amount of invalid pension shall not be less than the amount of the contributory family pension mentioned at Clause (C) of Rule (24) in Section IV – family Pension Appendix "A".

[Authority : K.S.R. 36 (c) dated 18.9.76 G.I.M.O.E & S.W. letter No. F.2-20/78 Desk (u) dated 17.2.79]

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 or on completion of 22 years of Service but not until he has completed 50 years of his age.

15.3.1. Provided that in the event of retirement after thirty or twenty years of qualifying service in the manner presented above but before the completion of the age of sixty years the member of the staff concerned shall give in this behalf a notice in writing to the Registrar at least three months before the date on which he wishes to retire.

[Authority G.I.M.O.E. & S.W. letter No. F.2/11/70/U2 dated 31.1.72.]

1.10.16* An employee eligible for pension under any of the categories mentioned above shall be granted on retirement,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 30/80th of the average emoluments. (Re-numbered as 16. *1. Vide U.G.C. letter No. F.26- 19/77 (D-5c) dated the 21st September 1977) ** [In respect of employees who retire on or after 1st January,1973 or who may retire thereafter the amount of pension in terms of this Rule shall be the appropriate amount set-out in Schedule 'AA']

(** Sub-Clause added vide U.G.C. letter No. F.8-6/74 (D-5C) dated the 30th April '76) 1 [16.1 (a) In case an employee who retires on superannuation retiring, invalid or compensation pension on or after 1st March, 1970, and the amount of pension including ad-hoc increase in accordance with the rules /orders in force at the time of his retirement, is less than Rs.40 p.m. the same shall be raised to Rs.40 p.m. (inclusive of ad-hoc increase, where applicable) with effect from 1.3.1970. (1. Added vide U.G.C. letter No.F.26-19/77 (D-5c) dated the 21st September, 1977).

(b) In case of a pensioner under this scheme, if the amount of pension including ad-hoc increase or temporary increase or both, which the pensioner may be in receipt on 1.3.1970, is less than Rs.40.p.m. the same shall be raised to Rs. 40.p.m. (inclusive of ad-hoc or temporary increase as the case may be, where applicable) with effect from 1.3.1970.

1.10.17 COMMUTATION OF PENSION

17.1. An employee shall, subject to the condition specified below, be allowed to commute for lump sum 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 competent Medical Officer of the University certifies that the pensioner's health and prospect of duration of life are such as to justify commutation, provided that an employee who applies for commutation of pension within one year of the date of his retirement on superannuation will not be subjected to medical examinations for the purpose of payment of commuted value, subject to the limit prescribed in rule 17.1. This will neither apply to person retiring otherwise than on superannuation nor cover persons retiring on superannuation who apply for commutation of pension after one year of the date of their retirement. Application for commutation of Pension under this provision will be made after the date of retirement and the commutation shall become absolute that is the retired employees shall become entitled to receive the commuted value on the date on which his application is received by the Registrar of the University. An employee who has for commutation of pension under this proviso applied will have no option to withdraw his application. This proviso, will take effect from the 26th December, 1977 and will also apply to those who have retired before this date but have not crossed the age next birthday after superannuation and have not gone before the Competent. Medical authority.

[Authority : The Executive Council –Ref. No. 65 (0) dated 3/4. 12.1978, and the Ministry of Education and Culture (Department of Education) office letter No. F.2(4) 80-Desk (u) dated 7.7.1980.]

17.3. The lump sum payable on commutation shall be calculated in accordance with the table prescribed by the Government of India 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

1.10.18 GRATUITY

18.1 " An employee who has completed five years of qualifying service at the University may be granted on additional (Death –cum Retirement) gratuity in accordance with the scale indication in rule (19) . This gratuity shall be payable on his retirement from the service of the University. In the event of his demise, the gratuity shall be payable to the nominee or nominees of the deceased in the manner prescribed (Vide Annexure Forms V to VIII).

18.2. If there is no such nomination or if the nomination made does not subsist the gratuity shall be paid in the manner indicated below :-

a) If there are one or more surviving members of the family as in the following sub-clauses (aa) , (bb), (cc) & (dd) to all such member in equal shares ;

(aa) wife or wives, in the case of male employee,

(bb) husband, in the case of a female employee,

(cc) sons including step sons and adopted sons,

(dd) unmarried daughters including step daughters, adopted daughters.

b) if there are no such surviving members of the family as clause (a) above, but there are one or more members as in the following sub-Clause (aa), (bb), (cc) , (dd), (ee), (ff) and (gg) to all such members in equal shares.

(aa) widow daughters including step daughters and adopted daughters

(bb) father……including adoptive parents in the case of individuals

(cc) mother …… whose personal law permits adoption

(dd) brothers below the age of eighteen years including step brother.

(ee) unmarried sisters and widow sisters including step sisters.

(ff) married daughter and

(gg) children of pre-deceased son.

18.3 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.

Note-1 The right of a female member of the family, or that of a brother of an employee who dies while in service or after retirement, to receive the share of gratuity shall not be affected if the female member marries or re-marries, or the brother attains the age of eighteen years, after the death of the employee and before receiving her or his share of gratuity.

Note-II Where an employee dies while in service, or after retirement without receiving the amount of gratuity and

a) leaves behind no family or

b) has made no nomination: or

c) the nomination made by him does not subsist :

The amont of death –cum – retirement gratuity payable to him under this rule shall lapse to the University.

[Authority : K.S.R.NO. 36 (b) dated 18.9.76 and G.I.M.O.E. & S.W. No. F,2-20/78-Desk (u) dated 17.2.79]

1.10.19. In respect of employees who retired from service on or after 1st January 1973, or who retire from service thereafter or died while in service on or after the aforesaid date or in the event of their death in service thereafter, for death-cum-retirement gratuity, the existing maximum limit of 'fifteen' times the emoluments' as prescribed in clause (i) above shall be raised to ' 16.1/2 times the emoluments.

Provided that the maximum monetary limit of Rs.24,000/-applicable to death –cum –retirement gratuity under proviso to clause (i) above shall in respect of cases falling under clause (ii) above be raised to Rs. 30,000/-''.

[Authority : K.S.R.No. 36 (c) dated 18.9.76 and G.I.M.O.E. & S.W. No. E2-20/78 Desk (u) dated 17.2.79]

1.10.20 If an employee who has become eligible for a pension under section II dies within 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 such pension together with the gratuity granted under the above rules and the commutated value of any portion of the pension commutated 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.

1.10.21 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.

1.10.22 TEMPORARY EMPLOYEES

22.1 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 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, discharge of invalidment.

22.2 Death gratuity – The family of temporary employees 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 month's pay
c)	On death after completion of five amount years of service or more	A gratuity equal to three month's pay or the of terminal gratuity mentioned in Rule 22.1 above whichever is more.

Note: For the purpose of determining the amount or terminal or death gratuity under Rules 22.1 and 22.2 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 as pay. In case the employee concerned was on leave with or without allowance immediately before retirement, discharge, invalidment or death, pay for this purpose will be paid which he would have drawn and he not proceeded on such leave.

SECTION-IV

1.10.23 FAMILY PENSION

The family pension scheme as detailed below will be applicable to regular employee in pensionable service – temporary or permanent subject to the provision of Rule 38.

1.10.24 It will be administered as below:

For those who were in service on the 15th April 1985 but retired before the 15th April 1985 and are still alive and who opt for the GPF-cum-Pension -cum-Gratuity Scheme, the following provision will apply :

(i) 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 employees should have completed a minimum period of one year in service.

(ii) 'Family' for purpose of this scheme will include the following relatives of the employees :

a) wife in the case of male officer :

b) husband in the case of female officer :

c) Minor sons :

d) Unmarried minor daughters.

Note : (i) (c) and (d) will include children adopted legally before retirement.

Note : (ii) Marriage after retirement will not be recognised for the purpose of the scheme.

(iii) The pension will be admissible :

(a) In the case of widow/widower up to the date of death or re-marriage whichever is earlier.

(b) In the case of minor son until he attains the age of 18 years.

(c) In the case of unmarried daughter until he attains the age of 21 years of marries whichever is earlier.

Provided that if the son or daughter of an employee is suffering from any disorder or disability of mind or is physically crippled or disabled so as to render him or her unable to earn a living even after attaining the age of 18 years in the case of the son and 21 years in the case of the daughters, the family pension shall be payable to such son or daughter for life subject to the following conditions namely:

(i) If such son or daughter is one among two or more children of the employee, the family pension shall be initially payable to the minor children in the order set out in item (c) of sub – para (i v) of this rule until the last minor child attains the age of 18 or 21, as the case may be, and thereafter the family pension shall be resumed in favour of the son or daughter suffering from disorder or disability of mind or she is physically crippled or disabled and shall be payable to him/her for life :

(ii) If there are more than one such sons or daughters suffering from disorder or disability of mind or who are physically crippled or disabled, the family pension shall be paid in the following order namely :

(a) firstly, to the son, and if there are more than one son, the younger of them will get the family only after the life time of the elder :

(b) secondly, to the daughter, and if there are more than one daughter, the younger of them will get the family pension only after the life time of the elder :

(iii) the family pension shall be paid to such son or daughter through the guardian as if he or she were a minor:

(iv) before allowing the family pension for life to any such son or daughter, the sanctioning authority shall satisfy that the handicap is of such a nature as to prevent him or her livelihood and the same shall be evidenced by a certificate obtained from a medical officer not below the rank of a Civil Surgeon setting out, as far as possible, the exact mental or physical condition of the child :

(v) the person receiving the family pension as guardian of such son or daughter shall produce every three years a certificate from a medical officer not below the rank of a Civil Surgeon to the effect he or she continues to suffer from disorder or disability of mind or continues to be physically crippled or disabled.

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

(2) Where an officer is survived by a widow but has left behind an eligible minor child from another wife, the eligible minor child 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 officer.

(iv) a. Except as provided in the notes (1) & (2) below sub-para (i i i) the family pension shall not be payable to more than one member of the family at the same time.

b. If a deceased employee or pensioner leaves behind a widow or widower, the family pension shall become payable to the widow or widower, failing which to the eligible child.

c. If sons and unmarried daughters are alive, unmarried daughters shall not be eligible for family pension unless the sons attain the age of eighteen years and thereby become ineligible for the grant of family pension.

(v) In the event of re-marriage or death of the 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.

(vi) Every employee eligible to the benefit of the above scheme will be required to surrender a portion of gratuity where admissible equal to two month's emoluments or 'Pay' as the case may be subject to a maximum of Rs.3,600/- " However, in respect of employees who retired from service on or after 1st January 1973 or who may retire from service thereafter or died while in service or after the aforesaid date or in the event of their death in service thereafter the maximum limit of gratuity required to be surrendered shall be Rs.5,000/- (instead of Rs.3,600/-)

[Authority :K.S.R. No.36 (c) dated 18.9.76 and G.I.M.O.H. & S.W. No. F.2-20/78 Desk (u) dated 17.2.79]

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 I. 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.

II. In respect of employees retiring on or after 22.9.1977, the deduction of two months pay/emoluments, will not, however, be made from the Death–cum Retirement Gratuity as a contribution towards the family pension with effect from that date'' (22.9.1977).

[Authority: Ministry of Education & Social Welfare Office letter no. F.2 (17) – Desk (U) dated 8.8.1979]

PROFORMA AFTER IMPLEMENTATION OF FIFTH PAY COMMISSION

Proforma for Calculation of Pension Gratuity and Commutation of Pension and Family Pension

Sub: Fixation of Terminal benefits in respects of _____ EFL University, Hyderabad – 07

1. Name of the employee :
2. Post held :
3. Date of Birth :
4. Date of Joining at EFL U :
5. Date of retirements :
6. Scale of the pay at the time of retirement :
7. Pay list drawn :
8. Qualifying services from : Years Months Day

   Deduct Non-qualifying services :
9. Average emoluments (period from …… to……

Period	Emoluments Rs.	Months Rs.	Amounts Rs.

10. Pension

    Pension admissible for 33 years of qualifying service:
    50% of average Emoluments subject to a minimum of Rs 1,275 and maximum of Rs. 15,000 p.m.

    Pension admissible for ……. Years of qualifying services:

11. Retirement Gratuity :

    Pay last drawn: (pay+50% DR merged)

    Basic pay Rs. …… plus DA @ ……. %

    of basic pay Rs. …… plus …….

    Qualifying sevices…… years, i.e., ……

    six monthly periods = ……

Retirement Gratuity admissible:

1/4th of 'emoluments' for each completed six-monthly period of qualifying service subject to a maximum of 161/2 times the 'emoluments' limited to Rs. 3.5 lakhs.

12. Family pension, 1964:

30% of 'basic pay' subject to a minimum of Rs. 1,913/-and a maximum of Rs. 9000/- p.m.

Higher rate of family pension

Admissible if the deceased had rendered not less than seven years continuous service. Payable from the date following the date on which he/she would have attained 67 years had he/she survived, which ever is less.

(a) In the case of death in service :

50% of pay plus deamess pay last drawn in other cases.

(b) In the case of death after retirement :

50% of pay plus deamess pay drawn

At the time of retirement.

The amount of pension authorized on retirement, whichever is less. If however, the pension authorized is less than the normal family pension the normal family pension will be continued without any increase or decrease.

In the event of death immediately after retirement, the family Pension is payable at the enhanced rate or Rs.……p.m. (restricted to pension admissible on retirement) from date following in the date of his/ her death up to the on he/she would attain the age of 67/72 years if survived. Thereafter the family pension is payable at the normal …… per month.

13. Commutation of pension:

Date of Birth :

Date of retirement :

Age next birthday after :

Amount of pension :

Amount of pension offered for

Communication, i.e., 40% of

Rs……. : Rs……

Commutation value per Re for (fraction ignored) per annum (sec Commutation table):

The commuted portion or Rs…….. will be restored after the expiry of 15 years from the date of retirement, if commutation is simultaneous with retirement, i.e., if reduction in pension on account of commutation is effected from the pension of the first month itself. Otherwise, it will be restored after 15 years from the date on which the reduction in pension due to commutation is effected.

Amount of monthly pension after commutation:

Original pension Rs……..

Less: Amount of pension commuted Rs……..

Monthly pension admissible after Rs……..

Commutation

Abstract of payments

a) D C R & Gratuity :

b) Commutation of pension :

Total : Rs……..

The expenditure may be debited to "part-I – N.PSec A Rev. a/c 12 PF and pension" The payment may be made subjection of 'No Dues Certificate'.

Registrar

The amount of the Contributory Family Pension enhanced rates as determined under clause (B) (i) above shall be payable :

(a) In the event of the death of an employee while in service for a period of seven years or upto the date on which he would attain the age of 65 years had he survived, whichever period is less.

(b) In the event of the death after retirement the family pension at enhanced rates shall be payable upto the date on which the employee would have attained the age of 65 years had he survived , or for seven years whichever period is less, but in no case the amount of family pension shall exceed the pension sanctioned to the employee at the time of retirement. However, in cases where the amount of family pension admissible as per this Clause (c) exceeds the pension sanctioned at the time of retirement, the amount of family pension sanctioned under this subclause shall not be less than that amount. The pension sanctioned at the time for retirement shall be the pension inclusive of any portion which may have been commuted before death.

[Authority : K.S.R.No. 36 (C) dated 18.9.76 and G.I.M.O.E. & S.W. No. F.2-20/78 Desk (U) dated 17.2.1979]

1.10.25 All employees entitled to the benefit of Family Pension shall be required to furnish details of their Family as defined in sub-para (i i) of para 24 (A) above i.e., the date of birth of each member with his/her relationship with the employee. This statement shall be countersigned by the Registrar and posted 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 Registrar from time to time on receipt of information from the employee concerned.

1.10.26 In cases where death occurs while in service the Registrar 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 Registrar shall take necessary action to sanction the pension to the eligible member of the family.

SECTION - V

EXTRAORDINARY PENSION AND GRATUITY

1.10.27 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.

1.10.28 For the purpose of these rules, 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 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 injuries caused as a 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 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.

1.10.29 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 form 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.

1.10.30 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 any 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 competent Medical Officer of the University from year to year certifies that the injury continues to be very severe.

1.10.31 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 Competent 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 pension not exceeding the amount admissible under clause (b) of Rule 30.

1.10.32 A temporary pension awarded under this section 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 Competent Medical Officer certifies that he sees no reason to believe that there will ever be a perceptible decrease in the degree of disablement.

1.10.33 The award shall be made to the widow and children of an employee as follows :

a) If the employee is killed or dies of injury received as a result of 'Special risk' of office -- --

i) a gratuity of the applicable amount specified in Schedule 'B' and

ii) a pension the amount of which shall not exceed the applicable amount specified in Schedule 'D'

b) If the member of the staff is killed or dies of injuries received is 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).

33.1.1. Provided that if the pay of the deceased member of the 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 pensions calculated under Schedule 'E' exceeds the limit of one-half of his pay, and, if in any case the sum of such pensions calculated under Schedule 'E' exceeds the limit of one –half of his pay, such a prorata 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 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 the basic pay last drawn subject to a maximum of twice the pension admissible under Rule (Section IV), if the employee has rendered continuous service for not less than 7 years.

Note : This provision is not applicable to those employees who retired before 1.1.1976.

1.10.34 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 to 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 rule.

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.

1.10.35 Any award made under Rule 34 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 be order prescribe.

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

1.10.37 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 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 occurs earlier.

d) In the case of a father, for life.

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

39. When a claim for any injury pension or gratuity or family pension arises under any of the rules 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 Registrar with the following documents :

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 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.

* Introduced vide circular of Ministry of Finance O.M.No.F. 9 (24) - EX (A) 65, dated 5.1.1966

** Opening paragraph of Government of India, Ministry of Finance (Department of Expenditure) OM . No.F.19 (3) – EV (A) 65, dated 9.9.1965.

SECTION – VI

1.10.39 SCHEME OF VOLUNTARY RETIREMENT

The following instructions will regulate the voluntary retirement of The English and Foreign Languages University employees :

39.1 The English and Foreign Languages University Employees who put in not less than 20 years qualifying service may, by giving notice of three months in writing to the appointing authority, retire from service voluntarily, The scheme is purely voluntary, the initiative resting with the employee himself. The University does not have the reciprocal right to retire The English and Foreign Languages University. employees on it s own, under this scheme.

39.2 The benefit of 'retiring pension' will be admissible to The English and Foreign Languages University employees retiring under this scheme.

39.3 A notice of less than three months may also be accepted by the appointing authority in deserving cases.

39.4 If The English and Foreign Languages University employee retires under the scheme of voluntary retirement while he is on leave not due, without returning to duty, the retirement shall take effect from the date of commencement of the leave not due and the leave salary paid in respect of such leave not due shall be recovered as provided in Rule 31 of the C.C.S. (Leave) Rules, 1972.

39.5 Before The English and Foreign Languages University employee gives notice of voluntary retirement with reference to these instructions, he should satisfy himself by means of a reference to the appropriate administrative authority that he has, in fact, completed 20 years service qualifying for pension.

39.6 A notice of voluntary retirement may be withdrawn subsequently only with the approval of the appointing authority provided the request for such withdrawal is made before the expiry of the notice.

39.7 A notice of voluntary retirement given after completion of 20 years' qualifying service will require acceptance by the appointing authority if the date of retirement on the expiry of the notice would be earlier than the date on which The English and Foreign Languages University employee concerned could have retired voluntarily under the existing rules applicable to him (e.g., FR 56 (k), Rule 48 of the pension Rules, Article 459 (i) of CSRS or any other similar rules. Such acceptance may be generally given in all cases except those (a) in which disciplinary proceedings are pending or contemplated against the employee concerned for the imposition of a major penalty and the disciplinary authority, having regard to the circumstances of the case, is of the view that the imposition of the penalty of removal of dismissal from service would be warranted in the cases of (b) in which prosecution is contemplated or may have been launched in court of law against employee concerned. If it is proposed to accept the notice of voluntary retirement even in such cases, approval of the chairman should be obtained in regard to Group (A) and Group (B) employees and that of the Vice-Chancellor of the University in the cases of Group (C) and Group (D) Employees . Even where the voluntary retirement given by an employee requires acceptance by the appointing authority, the employee giving notice may presume acceptance and the retirement shall be effective in terms of the notice unless the competent authority issues an order to the contrary before the expiry of the period of notice.

39.8 While granting proportionate pension to an employee retiring voluntarily under this scheme, weightage of upto five years would be given as an addition to the qualifying service actually rendered by him, The grant of weightage upto five years will, however, be subject to the following conditions :-

(a) The total qualifying service after allowing the weightage should not in any event, exceed 30 years qualifying service : and

(b) The total qualifying service after giving the weightage should not exceed the qualifying services which he would have had, if he had retired voluntarily at the lowest age/ minimum service limit applicable to him for voluntary retirement prescribed under FR 56 (k) or Article 459 (i) of the CSRS of Rule 48 of the CCS (Pension) Rules or any other similar rule applicable to him.

ILLUSTRATION

(a) If The English and Foreign Languages University employee who could be prematurely retired under FR 56 (j) (i) or could have voluntarily retired under FR 56 (k) seeks voluntary retirement under this scheme after he has

attained the age of 47 years and has rendered 22 years of service, the weightage in pension would be limited only upto three years.

(b) If The English and Foreign Languages University employee who could be prematurely retired under FR 56 (j) (ii) or could have voluntarily retired under FR56 (k) seeks voluntary retirement under this scheme after he has attained the age of 51 years and has rendered 24 years of service, the weightage in pension would be admissible upto four years.

(c) If The English and Foreign Languages University employee belonging to group 'C' who could have voluntary retired under rule 48 of the CCS (Pension) Rules, 1972 seeks voluntary retirement under this scheme after he has rendered 25 years of service and has attained the age of 48 years, the weightage in pension would be admissible upto five years.

39.9 The weightage given under this scheme will be only an addition to the qualifying service for purposes of pension and gratuity. It will not entitle The English and Foreign Languages University employee retiring voluntarily to any notional fixation of pay for purpose of calculating the pension and gratuity which will be based on the actual emoluments calculated with reference to the date of retirement.

39.10 The amount of pension to be granted after giving the weightage will be subject to the provisions of Rule 6 of the CCS (Pension) Rules, 1972. The pension will also be subject to the provisions of Rules 8 and 9 of these Rules.

39.11 The scheme of voluntary retirement under these orders will also not apply to those who retire voluntarily under the provisions of Rule 29 of the CCS (Pension) Rules 1972.

39.12 The Scheme of voluntary retirement under these orders will also not apply to those employees on deputation to autonomous bodies/ public sector undertakings etc., who propose to get absorbed in the autonomous bodies/ public undertakings etc. The absorption of the employees on deputation to autonomous bodies/ public sector undertakings etc,. who propose to get absorbed in the autonomous bodies/public undertakings etc. The absorption of the employees on deputation to public undertakings /autonomous bodies etc., in such autonomous bodies/ undertakings etc. and the grant of retirement benefits to them in respect of their service under University will continue to be governed by the separate set of instructions issued in this regard.

39.13 An employee giving notice of voluntary retirement may also apply, before the expiry of the notice, for the leave standing to his credit which may be granted to him to run concurrently with the period of notice. The period of Leave, if any, extending beyond the date of retirement on expiry of notice but not extending beyond the date on which the employee should have retired on attaining the age of superannuation may be allowed as terminal leave as per Rule 36 (6) of the CCS (Leave) Rules, 1972. The leave salary for such terminal leave shall be payable in accordance with the provisions of the Para 5 of Ministry of Finance (Department of Expenditure) O.M.No. 16 (1) – E.IV(A) /76 dated 23.12.1976.

39.14 Group (A) employees retiring voluntarily under this scheme would continue to be subject to the provisions in the pension Rules relating to Post-retirement commercial employment. However, in their cases, permission for the post-retirement commercial employment will be granted more liberally than in the case of other employees retiring under the provisions of FR 46 of Rule 48 of the pension Rules.

Commutation Table

Age next birthday	Commutation value expressed as number of years' purchase	Age next birthday	Commutation value expressed as number of years' purchase
17 to 39	*Not printed*	53	12.35
40	15.87	54	12.05
41	15.64	55	11.73
42	15.40	56	11.42
43	15.15	57	11.10
44	14.90	58	10.78
45	14.64	59	10.46
46	14.37	60	10.13
47	14.10	61	09.81
48	13.82	62	09.48
49	13.54	63	09.15
50	13.25	64	08.82
51	12.95	65	08.50
52	12.66		

SCHEDULE 'F'

CLASSIFICATION OF INJURIES

EQUAL TO LOSS OF LIMB

Heimplegia without aphasis..

Permanent use of trachectomy tube.

Artificial anus.

Total deafness of both ears.

VERY SEVERE

Complete unilateral facial paralysis, likely to be permanent.

Lesion of Kidney, urotor 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, temporomaxillary 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 of serious symptoms.

ANNEXURE

FORM OF NOMINATION

FORM - 1

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

(See rule 1.3 of Appendix 'A')

I hereby nominate the person mentioned below, who is a member of my family as defined in Rule 2.6 of of the General Provident Fund –cum-Pension-cum-Gratuity Rules of the Central University of English and Foreign Languages, Hyderabad 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	Contingencies Age on the happening 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 witness to signatures :

1 . . . . . .

2 . . . . . .

ANNEXURE

FORM OF NOMINATION

FORM - 11

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

(See Rule 1.3 of Appendix 'A')

I herby nominate the persons mentioned below, who are members of my family as defined in Rule 2.6 of the General Provident Fund-cum-Pension–cum Gratuity Rules of the Central University of English and Foreign Languages, Hyderabad to receive the amount that may stand to my credit in the Fund in the event of my death before the amount has become payable, or having become payable distributed among the said persons in the manner shown below against their names :

Name and address of the nominee	Relationship with subsc-riber	Age	Amount of share of accumulation to be paid to, each	contingencies on the happening of which the nomination shall become invalid	Name, address and relationship of 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 witness to signature :

_____

_____

* 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 Rule 1. 3 of Appendix 'A')

I having no family as defined in Rule 2.6 of the General Provident Fund-cum-Pension-cum-Gratuity Rules of the Central University to of English and Foreign Languages, Hyderabad, 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 subscri-ber	*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 witness to signature :

_____

_____

* 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 one person .

(See Rule 1.3 of Appendix 'A')

I having no family as defined in Rule 2.6 of the General Provident Fund-cum-Pension-cum Gratuity Rules of the Central University of English and Foreign Languages, Hyderabad 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	Relationship with subsc-riber	Age	*Amount of share of accumulation to be paid to, each	+contingencies on the happening of which the nomination shall become invalid	Name, address and relationship of 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 subscriber 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

NOMINATION FOR DEATH–CUM – RETIREMENT GRATUITY

FORM V

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

(See Rule 18 of Appendix 'A' and Rule 2 of Appendix 'B')

I hereby nominate the person mentioned below, who is a member receive any gratuity that, may be sanctioned by the Central University the event of my death while in service and the right to receive on 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 nomination 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 of 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._____

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

Nomination by _____

Designation _____

Department _____

_____

(Signature of Registrar)

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 Rule 18 of Appendix 'A' and Rule 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, and 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 nomination 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 of 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 line 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.

1. 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 Registrar)

Dated _____

ANNEXURE FORM OF NOMINATION FORM VII

NOMINATION FOR ADDITIONAL GRATUTY

When the employee has no family and wishes to nominate one person (See Rule 18 of Appendix 'A' and Rule 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 Central University of English and Foreign Languages, Hyderabad 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 address of of the nominee	Relationship with the employee	Age	Contingencies on the happening of which nomination 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

This nomination supersedes the nomination made by me earlier on _____Which stand cancelled

Dated the _____day of_____19_____at_____

_____

(Signature of employee)

Two witnesses to signature :

1._____

2._____

Nomination by _____

Designation_____

Department_____

_____

(Signature of Registrar)

Dated_____

ANNEXURE

FORM OF NOMINATION

FORM VIII

NOMINATION FOR ADDITIONAL GRATUITY

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

(See Rule 18 of Appendix 'A' and Rule 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 address of of the nominee	Relationship with the employee	Age	Contingencies on the happening of which nomination 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

* 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 stand 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 the _____day of_____19_____at_____

_____

(Signature of employee)

Date _____

Two witnesses to signature :

1._____

2._____

Nomination by _____

Designation_____

Department_____

_____

(Signature of Registrar)

Dated_____

ANNEXURE
FORM - IX

FORM OF FAMILY PENSION

(See Rule 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 directed to inform you that under Rule_____of Appedix A to Central University of English and Foreign Languages, Hyderabad, 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 XI

FORM OF APPLICATION

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

(See rule 39 of Appendix 'A')

Submitted by the Description of claimant

1. Name and residence showing village and pergunnah
2. Age _____
3. Height _____
4. Marks for identification _____
5. Present occupation and pecuniary circumstances_____
6. Degree of relationship top deased _____

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 _____

Name and 15. Remarks ages of Name

_____

Surviving kindred of deceased	Sons Widows Daughters Father Mother	Date of birth by Christian era.

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 _____

Place _____

Date _____

Signature of the employee Incharge of Department /Section /.Office

ANNEXURE

FORM - XII

FORM TO BE USED BY COMPETENT MEDICAL

OFFICER WHEN REPORTING ON INJURIES

(See Rule 29 of Appendix 'A')

CONFIDENTIAL

Report of the Consulting Medical Officer on the present State of injury sustained by /deceased contracted by

_____ (Place of injury etc . On _____ (date of injury, etc)

(a) State briefly the circumstances under which the injury was sustained/decease 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, If not, State to what other causes it is attributable. In the case of disease, from which date does it appear that the employee _____ has been incapacitated

The opinion of the Competent 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 a limb ?	Yes/No
ii)	more severe than the loss of an eye or limb ?	Yes/No
iii)	equivalent to the loss of an eye or a limb ?	Yes/No
iv)	very close	Yes/No
v)	severe and likely to be permanent	Yes/No
vi)	severe, but not likely to be permanent	Yes/No
vii)	slight but likely to be permanent	Yes/No

2. For what period from the date of the 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 Competent Medical Officer.

Date : _____

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

1. Before recording his opinion he should invariably consult the previous report, 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 "serve" 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 questions in the prescribed form he will confine himself exclusively to the medical aspect of the case and will carefully discriminate between the unsupports 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.

APPENDIX 'B"

CONTRIBUTORY PROVIDENT FUND –CUM-GRATUITY SCHEME

1. The employees who opt for the Contributory Provident Fund-cum-Gratuity scheme will be subject to the rules as contained in part 11 of The English and Foreign Languages University Retirement Benefit Rules 1985.

2. Gratuity admissible under the scheme will, however, be at the said rate and on the same conditions as laid down in Appendix 'A' Section III of The English and Foreign Languages University Retirement Benefit Rules, 1985.

PART II

1.11 CONTAINING CONTRIBUTORY PROVIDENT FUND RULES

1.11.1 Application of Rules

These rules shall apply to all the employees of The English and Foreign Languages University both academic and non-academic except the following :-

(a) Persons appointed against purely temporary vacancies, part-time servants and daily wages staff who are not entitled to this benefit of the fund under their conditions of service

(b) Employees of the Central Government or any State Government who may be serving with the University on Foreign Service Terms and in respect of whom the University pays leave and pension contributions, unless any decision to the contrary is taken at the time of their appointment.

(c) Employees appointed on contract and where conditions of service are laid down in the terms of contract, provided that a person who is initially appointed on contract and is subsequently made permanent employee of the University shall be entitled to the benefits of the Fund if the retirement benefits received by him in respect of his contract period are paid back to the University.

Note:(i) A person retired from any Civil or military department or the Central Government or from services of any local funds administered by Government or from any other institutions may on re-employment in the University be admitted to the Fund by the University subject to such instructions as may be issued from time to time by the Executive Council.

(ii) For the purpose of these Rules, emoluments means pay, leave salary, or subsistence grant and includes

(a) Special Pay

(b) Personal Pay

(c) Dearness Pay appropriate to pay, leave salary or subsistence grant, if admissible.

(d) Any wages paid by the University to employees not remunerated by fixed monthly pay.

(e) Any remuneration of the nature of pay received in respect of foreign service.

For any other items the definitions as laid down in Part 1 of The English and Foreign Languages University Retirement Benefit Rules, 1985 will apply.

1.1. The amount payable towards Provident Fund balance by a University in respect of an employee on his joining another University, it shall be credited to the Provident Fund account to be opened in the new University.

1.11.2 Nominations

(i) A subscriber shall, at the time of joining the Fund send to the Registrar, a nomination in the prescribed form conferring on one ore 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:

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.

Provided further that the nomination made by the subscriber in respect of any other Provident Fund to which he was subscribing before joining the 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 rule until he makes nomination in accordance with this rule.

(ii) If a subscriber nominates more than one person under Rule (i) he shall specify in the nomination the amount or share payable to each of the nominee in such manner as to cover the whole of the amount that may stand to his credit in the Fund at any time.

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

(iv) A subscriber may at any time cancel a nomination by sending a notice in writing to the Registrar. The subscriber shall, along with such notice or separately send a fresh nomination made in accordance with the provisions of this rule.

(v) 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 nominations 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 of his family.

(vi) Immediately on the death of a nominee in respect of whom no special provision has been made in the nomination under clause (a) or Rule (2) or on the occurrence of event by reason of which the nomination becomes invalid in pursuance of clause (b) of Rule 2 or the proviso thereto, the subscriber shall send to the Registrar a notice in writing canceling the nomination, together with a fresh nomination made in accordance with the provisions of this rule .

(vii) 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 Registrar.

1.11.3 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 rule 7 by the University to his account :

(iii) interest, as provided by rule 8 on subscriptions

(iv) interest, as provided by rule 8 on contributions : and

(v) advances and withdrawals from the Fund.

1.11.4 Conditions of subscription

(i) Every subscriber shall subscribe to the Fund when on duty but not during a period of suspension.

(ii) A subscriber may at his option not subscribe during leave which either does not carry any leave salary or carries leave salary equally to or less than half pay or half average pay.

(iii) A subscriber on re-instatement after a period passed under suspension shall be allowed the option of paying in one sum or in installments any sum not exceeding the maximum amount of arrears of subscription permissible for that period.

1.11.5 Rates of subscription

The amount of subscription shall be fixed by the subscriber himself subject to the following conditions namely :

(i) It shall be expressed in whole rupees :

(ii) It may be any sum, so expressed, not less than 8.1/3% of his emoluments and not more than his emoluments. The amount of subscription so fixed may be enhanced or reduced, subject to the limit specified in this rule once at any time during the course of a financial year.

1.11.6 Realisation of subscriptions

The recoveries towards subscriptions and advances shall be made in accordance with such procedures as may be laid down by the University.

In the case of subscribers on deputation to another University the subscription should be recovered either from the employee or the University whereto the subscriber has gone on deputation and credited to his account

1.11.7 Contribution by the University

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

Provided that if a subscriber quit 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 the casualty.

Provided 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.

Provided that if, through oversight or otherwise, the amount subscribed is less than the minimum subscription payable by the subscriber under rule 5 and if the short subscription together with the interest accrued thereon is not paid by the subscriber within such time as may be specified by the authority competent to sanction an advance for the grant of which special reason are required under sub- rule (2) of rule 9, the contribution payable by the University shall be equal to the amount actually paid by the subscriber or the amount normally payable by University, whichever is less, unless, the University , in any particular case, otherwise directs.

(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 whole rupee (fifty paise or more counting as the next higher rupee).

1.11.8 Interest

(i) The University shall pay to the account of subscriber interest as may be prescribed by the Executive Council for each year after taking into account the interest that may be earned on the investment of the Fund.

(ii) Interest shall be credited with effect from the 31st March of each year in the following manner namely : -

(a) On the amount at the credit of a subscriber on the 31st March of the preceding year. less any sums withdrawn during current year-interest for twelve months :

(b) On sums withdrawn during the current year-interest from the 1st of April of the current year to the last day of the month preceding month of withdrawal :

(c) On all sums credited to the subscriber's account after the 31st March of the preceding year –interest from the date of deposit upto the 31st March of the current year :

(d) the total amount of interest shall be rounded to the nearest rupee in the manner provided in rule 7 (iv)

(e) when the amount standing at the credit of a subscriber has become payable interest shall thereon be credited under this sub-rule in respect only of the period from the beginning of the current year or from the date of deposit, as the case may be up to the date on which the amount standing at the credit of the subscriber becomes payable.

(f) in all cases interest shall be paid in respect of balance at credit of a subscriber up to the close of the month preceding that in which payment is made, or up to the end of sixth month after the month in which the amount becomes payable, whichever of the period is less, provided that no interest shall be paid in respect of any period after the date on which the Registrar has intimated to the subscriber or his agent as the date on which he is prepared to make payments.

(g) interest shall not be credited to the account of a subscriber if he informs the Registrar that he does not wish to receive it, but if he subsequently desires to receive interest, it shall be credited w.e.f. 1st April of the year in which he asks for the same.

Note 1: For the purpose of this rule the date of deposit shall be deemed to be the first date of the month in which the amount was credited in the Fund account, if this was credited before the fifth day of the month. When the amount is credited after the fifth day of that month, the date of deposit shall be deemed to be the first day of the next succeeding month.

Note 2 : payment of interest on the Fund balances beyond a period of six months upto a period of one year may be authorised by the sanctioning authority in the University after he has personally satisfied himself that the delay in payment was occasioned by circumstances beyond the control of the subscriber and in every such case the administrative delay involved in the matter shall be fully investigated and action, if any required, taken.

1.11.9 Advances from the Fund

(1) The Vice-Chancellor or any other authority to whom the power has been delegated, may sanction the payment to any subscriber of an advance consisting of a sum of whole rupee and not exceeding in amount three months pay or half the amount of subscriptions and interest thereon standing to the credit of the subscriber in the Fund, whichever is less for one or more of the following purposes.

(a) to pay expenses in connection with the illness, confinement or as disability, including where necessary, the traveling expenses of the subscriber or any person actually dependent on him.

(b) to meet the cost of higher education, including where necessary, the traveling expenses of the subscriber or any person actually dependent on him in the following cases, namely :

(i) for education outside India for an academic, technical professional or vocational courses 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:

(c) to pay obligatory expenses on scale appropriate to the status which by customary usage the subscriber has to incur in connection with betrothal/ marriages or other ceremonies of himself or of his children or of any other person actually dependence shall not apply in the case of a son or daughter of the subscriber :

Provided further that the condition of actual dependence shall not apply in the case of an advance required to meet the funeral expenses of the parent of a subscriber:

(d) to meet the cost of legal proceedings Universityd by the subscriber 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, the advance in this case being available in addition to any advance admissible for the same purpose from any other Government source;

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

(e) to meet the cost of his defence where the subscriber is prosecuted by the University in any court of law or where the subscriber engages a legal practitioner to defend himself in an enquiry in respect of any alleged official misconduct on his part.

(2) 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 sub-rule (1) or until repayment of the last installment of any previous advance together with interest thereon.

Provided that an advance shall in no case exceed the amount of subscriptions and interest thereon standing to the credit of the subscriber in the Fund.

(3) When an advance is sanctioned under sub-rule (2) before repayment of last installments of any previous advance is completed, the balance of any previous advance not recovered shall be added to the advance so sanctioned and the installments for recovery shall be fixed with reference to the consolidate amount.

1.11.10 Recovery of Advances

(1) An advance shall be recovered from the subscriber is such number of equal monthly installments as the Vice-Chancellor may direct : but such number shall not be less than twelve unless the subscriber so elects, or in any case more than twenty-four. In special cases where the amount of the advance exceeds three months pay of the subscriber the sanctioning authority may fix such number of installments to be more than 24 but in no case more than 36. A subscriber may, at his option, make repayment in a smaller number of installments than that prescribed. Each installment shall be a number of whole rupees, the amount of the advance being raised or reduced, if necessary, to admit of the fixation of such installments.

(2) Recovery shall be made in accordance with the procedure to be laid down by the University under rule 6 and shall commence of the first occasion after the advance in made on which the subscriber draws emoluments, other than leave salary or subsistence grant, for a full month.

Recoveries shall not be made, except with the subscriber’s consent, while he is on leave or in receipt of subsistence grant, and may be postponed by the Vice-Chancellor during the recovery of an advance of pay granted to the subscriber.

(3) Recoveries made under this rule shall be credited as they are made, to the account of the subscriber into Fund.

(4) Notwithstanding anything confined in these rules, if the Vice-Chancellor is satisfied that money drawn as an advance under rule 9 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, forthwith 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, even if he be on leave. If the total amount to be repaid be more than half the subscriber’s emoluments recoveries shall be made in monthly installments or moieties of his emoluments till the entire amount is repaid by him.

Note : The term emoluments as used in this rule does not include subsistence grant .

1.11.11 Withdrawal from the Fund

(1) Subject to the conditions specified herein withdrawal may be sanctioned by Vice-Chancellor or any other authority to whom power has been delegated at any time after the completion of twenty years of service (including broken periods of service if any) of a subscriber or within ten years before the date of his retirement on superannuation whichever is earlier, from the amount of subscription and interest thereon standing to the credit of the subscriber in the Fund for one or more of the following purposes, namely:-

(a) Meeting the cost of higher education, including where necessary the traveling expense of any child of the subscriber in the following cases namely :-

(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 or 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 betrothal or marriage of the subscribers' son or daughter and any other female relation actually dependent on him. Meeting the expenses in connection with illness, including where necessary, the traveling expenses of the subscriber or any person actually dependent on him.

(c) Building or acquiring a suitable house for his residence including the cost of the site or repaying any outstanding amount on account of loan expressly taken for this purpose or reconstruction , or making additions or alterations to a house already owned or acquired by a subscriber.

(d) purchasing a house –site or repaying any outstanding amount on account of loan expressly taken for this purpose.

(e) for constructing a house on a site purchased, utilising the sum withdrawn under clause (e)

(f) for acquiring a farm land or business premises or both within six months before the date of the subscriber's retirement.

(2) (a) Any sum withdrawn by a subscriber at any one time for one or more of the purposes specified in Rule 11 (1) from the amount standing to his credit in the fund shall not ordinarily exceed one–half of the amount of subscriptions and interest thereon standing to the credit of the subscriber in the Fund or six months' pay, whichever is less. The Vice-Chancellor, may, however, sanction the withdrawal of an amount in excess of this limit upto three fourths of the amount of subscriptions and interest thereon standing to the credit of the subscriber 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 of subscription and interest thereon standing to the credit of the subscriber in the fund.

A subscriber who has been permitted to withdraw money from the Fund under this rule, 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 been not applied for the purpose for which it was withdrawn shall forthwith be repaid in one lump sum and in default of such payment it shall be ordered by the Vice-Chancellor to be recovered from his emoluments either in lump um or in such number of monthly installments as may be determined by the Executive Council.

(b) A subscriber who has been permitted under clause (d) clause (e) or clause (f) of sub-rule (1) of this rule to withdraw money from the amount of subscription, together with interest thereon standing to his credit in the Fund, shall not part with the possession of the house built or acquired or house-site so purchased by way of sale, mortgage (other than mortgage to the Vice-Chancellor of the University of gift, without the previous permission of the Vice-Chancellor,. He shall also not part with the possession of such house or house-site by way of exchange or lease for a term exceeding three years, without the previous permission of the sanctioning authority, the subscriber shall submit a declaration not later than the 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 this possession and shall, if so required, produce before the sanctioning authority on or before the date specified by that authority in that behalf the original sale deed and other documents on which his title to the property is based.

If at any time before retirement, he parts with the possession of the house or house-site without obtaining the previous permission of the Vice-Chancellor of the Universityor sanctioning authority, as the case may be, the sum withdrawn by him shall forthwith be repaid one lump sum by the subscriber to the Fund and in default of such repayment he shall be ordered by the sanctioning authority to be recovered from his emoluments either in lump sum or in such number of monthly installments, as may be determined by the Vice- Chancellor.

1.11.12 CONVERSION OF AND ADVANCE INTO A WITHDRAWAL

A subscriber who has already drawn or may draw in future an advance under rule (g) for any of the purpose specified in clause (a), (b) and (c) of rule 12 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 condition, laid down in rule 11.

1.11.13 PAYMENT TOWARDS INSURANCE POLICIES

(i) A subscriber may be allowed to withdraw from him subscriptions amount required for payment of annual premium on his Life Insurance Policy provided the Life Insurance Policy for which the premium are so paid is assigned in favour of the University. On the retirement of the subscriber from the service of the University, the policy shall be reassigned to him by the University.

(ii) In case of maturity of the policy during the service, of the subscriber in the University, the full amount of the policy shall be credited to the fund of the subscriber. In case of the death of the subscriber, during the service of the University, the full amount of the policy shall be paid to the legal representative of the deceased entitled to the Provident Fund

Note : The provision of this rule shall apply only to subscriber who before the date of introduction of these rules have been substituting in whole or in part payments towards policies of life Insurance for subscriptions to the fund or making withdrawal from the fund for such payments provided that such subscribers shall not be permitted to substitute such

payments of subscriptions due to the fund or to withdraw from the fund for making such payments in respect of any new policy.

1.11.14 CIRCUMSTANCES IN WHICH ACCUMULATIONS AND PAYABLE

(1) When a subscrieber quits the service, the amount standing to his credit in the Fund shall, subject to any deduction under rule 15 become payable to him ; Provided that a subscrieber, who has been dismissed from the service and is subsequently reinstated in the service, shall, if required to do so by the Vice-Chancellor repay any amount paid to him from the fund in pursuance of this rule, with interest thereon at the rate provided in rule 9 in the manner provided in this rule. The amount so repaid shall be credited to his account in the Fund, the part which represents the University contribution with interest thereon, being accounted for in the manner provided in rule 3.

(2) when a subscriber ---

(a) has proceeded on leave preparatory to retirement. or

(b) while on leave, has been permitted to retire or declared by competent medical authority to be unfit for further service, the amount of subscriptions and interest thereon standing to his credit in the Fund. shall, upon application made by him in that behalf to the Registrar become payable to the subscriber.

Provided that the subscrieber if he returns to duty, shall, if required to do so by the Vice-Chancellor, 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 in rule 10 in cash or securities or partly in cash and partly in securities by installments or otherwise by recovery from his emoluments or otherwise as the Vice-Chancellor may direct.

(3) Subject to any deduction under rule 15 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 :

(1) When the subscriber leaves a family :-

(a) if a nomination made by the subscriber in accordance with the provisions of rule 3 in favour of a member or members of his family 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 on the proportions 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 maybe, 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 : -

Provided that no share shall be payable to : -

(i) sons who have attained legal majority

(ii) sons of a deceased son who have attained legal 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 clauses (i), (ii), (iii), and (iv):

Provided also 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 provisions of clause (1) of the first proviso.

NOTE 1: Any sum payable under these rules to a member of the family of a subscriber vests in such member under sub-section (2) of section 3 of the Provident Funds Act , XIX of 1925.

(2) When the subscriber leaves no family, if a nomination made by him in accordance with the provisions of rule 2 in favour of any person of persons subsists, the amount standing to his credit in the Fund or the part thereof to which the nomination relates, shall become payable his nominee or nominees in the proportion specified in the nominations

NOTE (i) When a nominee is a dependent of the subscriber as defined in clause (c) of section (2) of the Provident Fund Act, XIX of 1925 the amount vests in such nominee under sub-section 3 of that Act.

NOTE (ii) When the subscriber leaves no family and no nomination made by him in accordance with the provisions of rule 5 subsists, or if such nomination relates only to part of the amount standing to his credit in Fund, the relevant provision of clause (b) and sub-clause (i i) of clause (c) of sub-section (1) of section 4 of the Provident Fund Act, XIX of 1925 are applicable to the whole amount or the part thereof to which the nomination does not relate.

1.11.15 DEDUCTIONS

Subject to the condition that no deduction may be made which reduces the credit by more than the amount of any contribution by the University with interest thereon credited under Rules 7 and 8 before the amount standing to the credit of a subscriber in the Fund is paid out of the Fund , the Vice-Chancellor, may direct the deduction therefrom and payment to the University of –

(a) all amounts representing such contribution and interest, if the subscriber is dismissed from service due to misconduct, insolvency or inefficiency.

Provided that where the Vice-Chancellor is satisfied that such deduction would cause exceptional hardship to the subscriber, he may, by order, exempt form such deduction and amount not exceeding two-third of the amount of such contribution and interests which would have been payable to the subscriber, if he had retired on medical grounds ; provided further that if any such order of dismissal is subsequently cancelled, the amount so deducted shall on his re-instatement in the service be replaced to his credit in the fund:

(b) All amounts representing such contribution and interest, if the subscriber within five years of the commencement of his service as such, resigns from the service or ceases to be an employee under University otherwise than by reason of death, superannuation of declaration by a competent medical authority that he is unfit for further service, or the abolition of the post or the reduction of establishment :

(c) Any amount due from the subscriber under liability incurred by the subscriber to the University.

NOTE ; 1 (a) For the purpose of this rule the period of five years shall be reckoned from the commencement of the subscriber's continuous service under the University.

(b) Resignation from service with proper permission to take up appointment in another University or organisation without break in service will not constitute resignation of service of the purpose of this rule.

1.11.16 PAYMENT

(1) When the amount standing to the credit of a subscriber in the Fund, or the balance thereof after any deduction under rule 15 becomes payable, it shall be duty of the Registrar after satisfying himself, when no such deduction has been directed under that rule, that no deduction is to be made to make payment on receipt of a written application as provided in clause (3).

(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 :

Provided that no manager has been appointed and the person to whom the sum is payable is certified by a Magistrate to be a lunatic, the payment shall under the orders of the Collector, be made in terms of sub-section

(1) of section 95 of the Indian Lunancy Act, 1912, to the person having charge of such lunatic and the sanctioning authority in the University shall pay only the amount which he thinks fit to the person having charge of the lunatic and the surplus, if any, or such part thereof, as he thinks fit, shall be paid for the maintenance of such member of the lunatics family as are dependent on him for maintenance.

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

NOTE :When the amount standing to the credit of a subscriber has become payable under rule 14 the Registrar 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 after as may be.

1.11.17 INVESTMENT OF FUND

All sums paid into the Fund under these Rules shall be credited in the books of the University to an account named "Contributory Provident Fund Account of the University'' A deposit account shall be opened in such State Bank of India or any other Nationalised Bank as the University may decide upon from time to time to be operated in such manner as the University any direct. The balance of the Fund, after reserving suitable amount for current need shall be invested in the National Savings Certificates, securities or other investment covered by section 20 of the Indian Trust Act of 1882, as soon as possible after monthly accounts are closed

1.11.18 PROCEDURE RULES

The rules regarding accounting of the sums paid into the Fund, preparation of subscriber's statement of accounts showing the balance as on the beginning of the financial year etc., shall be such as may be laid down by the University.

NEW PENSION SCHEME

Annexure – I

UNIVERSITY GRANTS COMMISSION

(Encl. to UGC letter No. F-1-2/2004 (FA-NPS) dated 15th December, 2004)

SUB: INTRODUCTION OF NEW PENSION SCHEME FOR UNIVERSITY EMPLOYEES (CENTRAL UNIVERSITIES/UGC MAINTAINED DEEMED UNIVERSITIES/DELHI COLLEGES) JOINING ON OR AFTER 01.01.2004.

The salient features of the New Pension Scheme are as follows : -

1. The New Pension Scheme will work on defined contribution basis and will have two tiers – Tier-1 and II. Contribution to Tier-I is mandatory for all University/College employees (termed as employees) joining on or after 01.01.2004, whereas Tier-II will be optional and at the discretion of employees.

2. In Tier-I, employees will have to make a contribution of 10% of his Basic pay + DP + DA, which will be deducted from his salary bill every month by the University/College concerned. The University/College will make an equal matching contribution.

3. Tier-I contributions (and the investment returns) will be kept in a non-withdrawable pension Tier-I Account. Tier-II contributions will be kept in a separate account that will be withdrawable at the option of the employee. The University / College will not make any contribution to Tier-II account.

4. The existing provisions of Defined Benefit Pension and GPF would not be available to new employees joining University / College on or after 01.01.2004.

5. Till the regular Central Record Keeping Agency and Pension Fund Managers are appointed and the accumulated balances under each individual account are transferred to them, it has been decided that such amounts representing the contributions made by the employees and the matching contribution made by the University / College will be kept in the separate account of University / College. This will be purely a temporary arrangement as announced by the Government.

6. It has also been decided that Tier-II will not be made operative during the interim period. In case contribution has been received in this account by this time, the same should be refunded to individuals without interest.

7. An employee can exit at or after the age of 60 years from the Tier-I of the Scheme. At exit, it would be mandatory for him to invest 40 percent of pension wealth to purchase an annuity (from an IRDA, regulated Life Insurance Company), which will provide pension for the lifetime of the employee and his dependent parents/spouse. In the case of employees who leave the Scheme before attaining the age 60, the mandatory annuitization would be 80% of the pension wealth.

8. The following guidelines are issued for the implementation of the New Pension Scheme during the interim arrangement:

   (a) The new Pension Scheme becomes operational with effect from 01.01.2004. All persons joining University/ College on or after 01.01.2004 will compulsorily be covered by the new Pension Scheme. It must be ensured that appointment orders issued to new recruits mention the applicably of NPS to all new recruits. If this has not already be done, suitable instructions must be issued about the applicability of the New Pension Scheme (NPS).

   (b) Contributions payable by the employees towards the Scheme under Tier-I, i.e., 10% of the (Basic Pay + DP + DA), will be recovered from the salary bill every month by University / College concerned.

   (c) The scheme of voluntary contributions under Tier-II will not be made operative during the period of Interim arrangement and therefore no recoveries will be made from the salaries of the employees on this account.

   (d) Recoveries towards Tier-I contribution will start from the salary of the month following the month in which the employees has joined service. Therefore, no recovery will be effected for the month of joining. For example, for employees joining service in the month of January, 2004 deductions towards Tier-I contribution will from the salary bill of February, 2004. No deduction will be made for his salary earned in January, 2004. Similarly, deductions for those joining service in the month of February, 2004 will start from the salary bill of March, 2004 and so on.

   (e) No deductions will be made towards GPF contribution from the employees joining the service on or after 01.01.2004 as the GPF Scheme is not applicable to them. If any recovery is made by this time, the amount of Tier-I contribution may be adjusted and excess, if any may be refunded to the individuals. In case of shortfall, the difference may be recovered and be remitted to the concerned Section of the University/College with complete

details. The University / College will review all such GPF accounts and make necessary adjustments with to the concerned Section on top priority basis.

(f) The University/college concerned after due deliberations and consideration devise and procedure for implementation of the New Pension Scheme so as to ensure that all kinds of information as envisaged in suggested Formats for implementation of New Pension Scheme may be maintained as detailed below:

(1) Immediately on joining the University / College, the employees will be required to provide particulars such as his name, designation, scale of pay, date of birth, nominee(s) for the fund, relationship of the nominee etc. in the prescribed format as already circulated vide this office letter No.5-2/97(DU) dated 26.8.2004. The University / College will be responsible for obtaining this information from all employees covered under the New Pension Scheme.

(2) To allot a unique 16 digit permanent Pension Account Number * (PPAN). First four digit of this number will indicate the calendar year of joining the service, next seven digit would represent the unique employee code and the last FIVE digit will be the running serial number of the individual employees.

(*Clarifications are being sought for PPAN in case of University/College employees)

(3) The University/College may identify a particular section to maintain an Index Register for the purpose of allotment of PPAN to new entrants to University / College service as per prescribed Format as already circulated vide this office letter No.5-2/97(DU) dated 26.8.2004.

(4) This PPAN should also be noted on the first page of service book of employee, pay bill register, ledger etc.

(5) The identified section of the University / College will prepare separate pay bill registers in respect of its employees joining the service on or after 01.01.2004. The University / College may develop a time schedule for remittances towards Tier-I and Tier-II contributions and interaction among concerned sections (Tier-II recoveries are not to be made during interim period). The University shall prepare a separate bill for drawl of matching contributions to be paid towards the Tier-I by the University / College.

(6) The employees contributions under Tier-I and Tier-II *(*Tier-II contributions not to be made during interim period) and University's college contribution towards Tier-I should be posted to the concerned Section in different column of the individual ledger account (to be maintained in the prescribed format as already circulated vide this office letter No.5-2/97(DU) dated 26.08.2004.and broadsheet and tallied with the account figures as being done in the case of GPF/CPF). The remittances received from the concerned section will be deposited by the University / College in the separate bank account to be operated specially for this scheme.

(7) These accounts should not be mixed with GPF/CPF accounts and these records/ledger accounts should be independent of GPF/CPF accounts maintained in the case of pre 01.01.2004 entrants.

(8) No withdrawal of any amount will be allowed from Tier-I fund during the interim arrangement. Provisions regarding terminal payments in the event of untimely death of an employee or in the event of his leaving the service during the interim period shall be notified in due course.

(9) Detailed instructions on the interest payable on Tier-I balances shall be issued in due course.

(10) At the end of each financial year, the University / College will prepare annual account of statements for each employee showing the opening balance, details of monthly deductions and government's matching contributions, interest earned if any, and the closing balance and will send these statement to the individual concerned after proper reconciliation with records maintains by the institutions.

(11) In case of transfer, the PPA should be mentioned in the LPC and the facts to the effect that the employee is member of new scheme, should be intimated to new (DDO) Drawing & Disbursing Officer.

Sd/-

M.S.Yadav

Co-ordinater

Annexure-II

F.No. 1(7)(2)/2003/TA/245

Government of India

Ministry of Finance

Department of Expenditure

Controller General of Accounts

Lok Nayak Bhawan, Khan Market

New Delhi.

Dated 20.04.2004
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OFFICE MEMORANDUM

The field office while implementing the New Pension Scheme have raised a number of queries and sought clarifications on various issues. These queries have been examined and the comments of this office are given below:-

Sl. No.	Queries	Replies/Comments
1.	Whether individual is entitled for leave encashment after retirement	The benefit of encashment of leave salary is not a part of the retirement benefits admissible under Central Civil Services (pension) Rules, 1972 it is payable in terms of CCS(Leave)Rules which will continue to be applicable to the Government servants who join the Government service on after 01-01-2004. Therefore, the benefit of encashment of leave salary payable to the Governments/to their families on account of retirement/death will be admissible.
2	Whether retirement gratuity is available to the new entrains.	The matter has been taken up with the Ministry of Finance, Department of Economic Affairs. Reply is awaited.
3.	At exit i.e after age 60 years why 40% of pension wealth to purchase the annuity is mandatory.	This provision is a part of the New Pension Scheme. This provision has been made with an intention that the retired Government servant should get regular monthly income during their retire life.
4.	What benefits will he/she get in the event of death in service.	The matter has been referred to Min of Fin., DEA. Their clarification is still awaited.
5.	Whether any minimum age or minimum service is required to quit from Tier-I	Exit from Tier-I can only take place when an individual leaves Government service.
6.	Whether Dearness pay is counted as basic pay for recovery of 10% for Tier-I	As per the scheme the total Dearness Allowance is to be taken in to account for working out the contributions. Subsequently, a part of the "Dearness Allowance" has been treated as Dearness Pay. Therefore, this should also be reckoned for the purpose of contributions.
7.	When individual is on long leave/HPL/EOL, how the contributions are to be recovered.	This has already been referred to Min. of Finance Department of Economic Affairs. Their reply is awaited.
8.	Whether contribution towards tier-I is taken as income for the purpose of calculation of income Tax or it will be exempted.	The matter has been referred to Ministry of Finance Department of Economic Affairs.
9.	Whether contribution towards Tier-I from arrears of DA is to be deducted.	Yes, Since the contribution is to be worked out at 10% of Pay+DP+DA it needs to be revised whenever there is any change in these elements.

10.	Whether any budget provision to be made for booking the Government contribution under the Functional Major head.	At present the Govt. matching contributions are booked under the minor head '502- BWT'which is a transitory head. No budget provision is required. Before the accounts are closed, the final head. No balance should remain under this head. After the accounting heads are finalized the amount of Government contribution should be debited to a functional major head for which there should be provision of funds.
11.	Can any individual continue to contribute under tier-I even after the age of 60 years.	The matter has been referred to DEA for clarification.
12.	What will be the formula for, rounding off when 10% of (basic+DA) will be recovered from the salary of the Government servant	The contributions payable by the Government servants and those paid by the Government should be rounded off to the nearest rupee in terms of the instructions contained in Apeendix –II of Central Government Accounts (Receipt& Payment) Rules, 1983.
13.	It is presumed that the bill pertaining to the matching contribution would be a 'NIL' bill.	It is confirmed that the bill for drawn of matching contribution by Government will be :NIL" bill. The amount of Governments contributions will be transferred by debit to "502- Expenditure Awaiting Transfer to other Heads/Department for credit to the head "8342-Other Heads Deposits" No amount will be paid on this bill.
14.	For the purpose of simplification basic pay plus D.A may be taken as fixed for the entire year. This would obviate the need for calculation of D.A. arrears twice in a year and increment once and consequent preparation of supplementary bills.	The issue was examined by this office and it was not agreed to. It has been decided that whenever there is any increase or decrease in emoluments of a Government servant during the middle of a month, the change in the rate of contribution (both Government servant and Government) will be given effect only from the first of the following month.
15.	Who will calculate the interest PAO or Central Pension Accounting Office ?	The PAO should calculate the interest.
16.	Since Cheque drawing DDOs are having the budget with them how the PAO will pass the bill and give payment without budget?	The PAOs should be aware of the progressive expenditure in respect of CDDOs. Moreover, they may obtain a certificate with regard to availability of funds on each bill itself.
17.	Instead of preparing a separate bill for the matching contribution the feasibility of incorporating a separate column regarding Government's contribution in the same bill may be explored.	Since the contributions payable by the Government servants and the matching contributions paid by the Government are debitable to different heads, these no items cannot be drawn in the same bill.
18.	Whether the New Pension Scheme is applicable for the officials initially appointed on daily wages and later on conferred 'temporary status' and contributing towards GPF and whose services are regularized on or after 01.01.2004.	The matter is being referred to DOPT.
19.	What happens if an employee gets transferred during the month? Which office will make deduction of contributions?	As in the case of other recoveries, the recovery of contributions towards NPS for the full month (both individual and Government) will be made by the office who will draw salary for the maximum period.
20.	Whether the non- practicing allowance (NPA) payable to medical officers will count towards 'pay' for the purpose of working out contributions to NPS?	Yes, Ministry of Health & Family Welfare has clarified vide their O.M. No. A45012/11/97-CHS.V dated 07.04.98 that the Non- practicing Allowance shall count as 'pay' for all service benefits. Therefore, this will be taken into account for working out the contributions towards the New Pension Scheme.

21.	Whether a Government servant who was already in service prior to 01.01.2004, if appointed in a different post under the Government of India will be governed by the CCS (P) Rules or New Pension Scheme.	In cases where Government servants apply for posts in the same or other departments and on selection they are asked to render technical resignation the past services are counted towards pension under CCS (Pension) Rules, 1972. Since the Government servant had originally joined Government service prior to 01.01.2004, he should be covered under the CCS (Pension) Rules, 1972.

The Pr.CCAs/CCAs/Cas/DCAs are requested to circulate the above clarifications to the PAOs/DDOs/CDDOs under their Ministry/Department/Offices.

(RAJESH KUMAR)

Dy. Controller General of Accounts

All Pr.CCAs/CCAs/Cas/DCAs

ANNEXURE-I

Format for seeking information with regard to the implementation of New Pension Scheme (NPS) for all University employees joining service on or after 01.01.2004.

1	Name of the Institution:	
2	Nodal Officer identified by the institution for implementation of the NPS Name/designation: Address/Phone No : E-Mail address, if any :	
3	Status of implementation of NPS with reference to the circular issued by UGC Central Universities: Letter No.10-13/2004(CU) dt 31.08.2004 No.F.1-2/2004(FA-NPS) dt 15.12.2004 Deemed to be Universities: No.F.5-2/97(DU) dt.26.8.2004 No.F.1-2/2004(FA-NPS) dt.16.12.2004 Delhi Colleges: No.F.1-6/2004(DC) dt.21.9.2004	
4	Number of employees covered as on date under NPS and status about the contributions towards Tier-I & Tier-II (Please enclose information as per Format already circulated to the Institution).	
5	Queries/difficulties being observed w.r.t. the implementation of NPS	

ANNEXURE-III

FORMAT FOR FURNISHING INFORMATION TO UGC ABOUT CASES COVERED UNDER THE NEW PENSION SCHEME

Unique pension Account No in 16 digits allotted by the university	Name of the employee	Desgn	Date of Joining	Basic Pay+ DP	DA	Total	Contribution Under Tier-I	University's Contribution Under Tier-I	Total Tier-I	Contribution Under Tier-II*	Total	Remarks
1	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**
Total												

Name of University : ……

(Amount in Rs.)

*** This column is not to be used during the interim period.** **Signature and Stamp of the Competent Authority**

2. RULES FOR STUDENTS

2.1 AWARD OF FREESHIPS AND HOSTEL FREESIIIPS TO THE STUDENTS

1. Freeships to be offered to men & women students should be 20% of the total income from fees and not 25% and 20% of the total enrolment of women and men students respectively (UGC letter dated 25-4-1976 received from Shri V.M. Seth, Assistant Secretary).

2. The University may award freeships to students of part-time courses on the same basis as for full-time students within the limits of such freeships already agreed to (UGC letter No. F.4-27/77(D5-a) dated 7-3-1978).

3. The University approved the grant of freeship and exemption from payment of hostel rent, pending approval of the University Grants Commission, to the students belonging to SCs/STs who are not in receipt of scholarships/fellowships and whose parents/guardians income is upto Rs. 50,000 per annum.

4. Similarly, Physically handicapped students who are not in receipt of fellowship or scholarship and whose guardian/parents income is upto Rs. 50,000/- per annum may be exempted from payment of tuition fee and hostel/fee as in the case of SC/ST students w.e.f. the current Academic Year.

2.2 PAYMENT OF FELLOWHSIP TO THE SCHOLARS DURING THE PERIOD OF SUBMISSION OF Ph.D.THESES AND DECLARATION OF RESULTS

Research scholars be paid fellowship between the period intervening between submission of their theses and the declaration of result provided this does not exceed the maximum period of fellowship including extension, if any.

2.3 CONDITIONS GOVERNING THE FIELD OF RESEARCH GRANT FOR STUDENTS DEPUTED OUTSIDE INDIA

1. In support of the expenditure incurred for the acquisition of research material, a simple account of the books purchased by the student, viz. the titles of the books, their costs, and the amount spent on xeroxing, photocopying etc., duly countersigned by his supervisor, or a certificate to the effect that the amount advanced for the acquisition of research material has been spent for the purpose for which it was given, shall be submitted by the student.

2. The expenditure on internal travel undertaken within the country of field work in connection with research work (only public transport to be used) shall be admissible under the grant. In support of the expenditure incurred, the student shall submit a statement of account within 15 days of the date of his/her return to Hyderabad / EFL-University Centre.

3. The student will:

   (a) send reports on his/her work to his/her supervisor every month;

   (b) return to EFL University, Hyderabad immediately after the authorised period of field work is over;

   (c) complete his/her doctoral thesis within five years from the date of his/her registration or within such period as may be approved by the Board of Research Studies failing which he/she will be liable to refund to the University the entire field research grant;

   (d) execute a bond on non-judicial stamp paper in connection with the field research grant and furnish the required surety;

   (e) keep the Officer of the Department concerned informed of any changes in his/her address abroad;

   (f) not approach any foreign foundation/institution for supplementary scholarship/ fellowship or financial assistance;

   (g) complete such other formalities as may be required by the Department

   (h) utilize the grants received from the University for the purpose it has been sanctioned; and

   (i) shall return to the University the unutilized balance of amount, if any, out of the sanctioned foreign exchange in the foreign currency concerned.

2.4 RATES OF MAINTENANCE ALLOWANCE PAYABLE TO STUDENTS OF THE UNIVERSITY WHO ARE DEPUTED ABROAD FOR FIELD WORK

The Ministry of Education and Culture letter No.F.5-13/76-Nos.3 dated 14.6.1980, has revised the rates of maintenance allowance payable to students of the University who are deputed abroad for field work as under:

All countries US $ 5,000 per annum. The sum will automatically be revised as and when the Ministry/UGC revises them further.

2.5 DAILY ALLOWANCE TO STUDENTS DEPUTED FOR FIELD WORK

The rate of daily allowance payable to the students deputed for field work is Rs. 300 per day.

2.6 RELAXATION IN THE ELIGIBILITY CONDITIONS FOR THE AWARD OF JUNIOR RESEARCH FELLOWHSIP TO THE BLIND, PHYSICALLY HANDICAPPED AND SC/ST CANDIDATES

The minimum eligibility condition for award of Junior Research Fellowship to the blind and physically handicapped and SC/ST candidates be lowered from 55% to 50% on aggregates in the qualifying examination in numerical system or 5.00 CGPA where CGPA system is followed or B Grade where latter grade system is followed.

2.7 CONCESSION TO PHYSICALLY HANDICAPPED STUDENTS FOR CONFIRMATION TO PH.D. PROGRAMME OF THE UNIVERSITY

Physically handicapped students have also been extended similar concessions in regard to confirmation of admission to the Ph.D. programme as had been extended to the students belonging to the SC/ST categories.

2.8 MEDICAL RULES FOR STUDENTS

(Referral of patients to hospitals/Institutions etc. for admission, investigations, treatment or specialists consultation.)

Medical Officer of the Health Centre may refer such patients who require admissions, investigations, treatment or specialists' consultation (when such facilities are not available at the Health Centre) to the following hospitals/institutions:

(i) All Central Government Hospitals recognized by Central Government for their employees where non-government employees and the general public are allowed the facility of the hospital.

(ii) All the hospitals recognised by English and Foreign Languages University for the purpose of inpatient and out patient treatment to the employees of the University, vide letter No. Admn./F.184/2005/566 dt 20-8-2005.

2.9 GRIEVANCE REDRESSAL MECHANISM FOR STUDENTS

1. That all issues within the University community should be resolved through discussions and negotiations and through a Grievance-Redressal Mechanism and that the use of violence, intimidation and coercive methods such as gheraos and dharnas or any other activity which disrupts the normal academic or administrative functioning of the University inside the University buildings, and locking out of the University buildings and shall not be resorted to;

2. That all members of the University community have the right to privacy and that residential areas of the teachers and staff shall in no case be used as venues of protests and agitations.

A. GRIEVANCE-REDRESSAL MECHANISM IN HOSTELS

1. Hostel in the University exist to provide conditions of congenial living to the students, within the constraints of resources and personnel. Routine matters pertaining to the provision of facilities for the day-to-day running of the hostel, therefore, should be attended to by the existing hostel authorities. Redressal of grievances through the proposed special mechanism should be viewed as a last resort.

2. Any grievance from a resident student or students in the first instance be referred to the concerned Provost/Warden who will depending upon the nature of the grievance, ensure that it is processed by him/her as speedily as possible and in no case later than a fortnight from the date of its receipt.

3. In case the resident student or students are not satisfied with the action taken by the Warden the student/students, as the case may be, are free to bring the grievance in writing to the notice of the Provost of the Hostel concerned as soon as the decision of the Warden has been notified and in no case later than three weeks from the date of decision of the Warden.

4. The complaint will be made to the Officer Incharge of the Hostel for transmission to the Provost who will ensure that the grievance is looked into by him as speedily as possible depending upon its nature and in any case within a fortnight from the date the complaint was lodged.

5. Students may appeal against the decision of the Provost in writing to the Grievance Committee of the Hostel which shall consist of:

   l. Dean of Students' Welfare;

   2. Two teachers nominated by the Vice-Chancellor preferably from amongst persons having adequate experience in hostel administration.

The Grievance Committee shall ensure that the grievances referred to it are processed as speedily as possible and in no case later than 14 days from the date the complaint is lodged in writing.

6. The decision of the Grievance Committee shall be final.

7. The Committee shall formulate its own procedure.

8. The term of the Committee shall be two years.

9. Questions relating to the structure of the hostel administration, including Rules and Regulations governing the hostel, will be outside the purview of the Grievance Committee.

B. STUDENTS GRIEVANCES OTHER THAN THOSE PERTAINING TO HOSTELS AND EVALUATION

(a) Individual Grievances

1. Every Department shall have teachers appointed as staff advisers to look after the problems of students in the Department. The complaint of a student will first be referred to the Staff Adviser in the Department. The students' Staff Adviser shall after looking into the complaint, dispose it off at his level.

2. A student not satisfied with the solution suggested by the Staff Adviser may approach the Head of the Department who will give his decision within a period of 4 weeks.

3. A student not satisfied even with the decision of the Department's Head may appeal to the Committee consisting of Pro-Vice-Chancellor/Coordinator/Proctor and two other persons nominated by the Vice-Chancellor from within the University. This Committee shall be Standing Committee for each Department.

4. The decision of the Standing Committee shall be final.

(b) Group Grievances

1. If several students together lodge a complaint with Department's Head, efforts will be made to resolve the problem within the Department. Departments should normally be able to localise the problem of their students.

2. A group of students not satisfied with the decision of the Department's Head, may approach the committee as laid down in (a) 3 mentioned above.

3. The Committee should resolve the Department level issues in consultation with the head and senior faculty of the University/Department.

4. The Committee shall formulate its own rules of functioning and procedures.

5. The term of the Committee shall be two years.

6. The decision of the Committee shall be final and binding.

(c) Miscellaneous Grievances

1. Library

Any grievance about the functioning of the Library should be brought to the notice of the Librarian, Students dissatisfied with his decision may refer the matter to the Pro-Vice-Chancellor.

2. Finance

Any grievance about the working of the Finance Branch should be brought to the notice of the Finance Officer. Students dissatisfied with his decision may appeal to the Pro-Vice-Chancellor.

3. Sports

Any grievance about the working of the sports organization should be brought to the notice of the Chairman Sports Committee. Students dissatisfied with his decision may appeal to the Dean of Students Welfare.

(d) General Consideration

i. Grievances should be submitted to the appropriate body within a reasonable time but not more than two weeks after the event at issue.

ii. Report on a grievance submitted to a Committee also should be made within a reasonable time, not exceeding two weeks from the submission of a grievance.

iii. While enquiries concerning redressal are in progress, executive actions taken will remain in force.

iv. Prevention of grievances is even more important than their redressal, all primary complaints, if not attended to, may later assume the form of grievance and should, therefore, be looked into at the initial stage itself.

v. For this purpose, the already existing arrangements like Staff Adviser, Head of the Department should also be activated to localize and resolve the issues, Redressal of Grievances through the special mechanism should be viewed only as a last resort.

vi. Every institution has to work within the rules and set procedures.

Note: Notwithstanding what is contained in these rules, the question -of interpretation, if any, of a Statute, Ordinance and or Rules will be ordinarily referred to the appropriate body of the University for consideration.

C. MECHANISM FOR REDRESSAL OF ACADEMIC GRIEVANCES OF STUDENTS

1. While it reiterates that actual processes of evaluation are outside the purview of the students participation and that the teacher giving the course should evaluate the performance of the student in it. However, in order to develop healthy student faculty relations it would be desirable to formalize the channels for redressal of academic grievances of students, if any.

2. Only those components of a course which are verifiable such as end semester, mid-semester examinations including quizzes, term papers etc., alone should fall under the purview of' this mechanism;

3. So far as continuous evaluation covering aspects other than those specified under 2 above areconcerned the course incharge who carried out evaluation throughout the semester will be outside the purview of the mechanism underlined here;

4. A student who feels aggrieved on the grade awarded in a course would be required to make an application in the prescribed form alongwith a fee of Rs.100/- for each course to the Head of the Department giving reasons for his/her feeling aggrieved within one month of the notification of the result. The amount of fees will be utilised for giving loans to the needy students and will form the part of Students Welfare Fund.

5. The students concerned would have also to categorically sign a declaration that he/she undertakes to accept the final grade as result of review which could result in improvement of his/her grade or the grade remaining the same or his/her being awarded a lower grade;

6. On receipt of the application in the prescribed form alongwith requisite fee, the Head of the Department shall refer the case alongwith relevant papers together with the scripts of all the candidates who have taken the course to a committee of faculty members of the Department not exceeding three in each case for their consideration and review;

7. No appeal shall lie against the revised grade arrived at through review;

8. In addition the Committee recommends that each Department should have a Screening Committee for each programme of study consisting of faculty members not exceeding three who would ensure that examination schedule is maintained, the evaluation is completed within the time schedule and scrutiny of overall results of the programme of study.

Note: Notwithstanding what is contained in these rules, the question of interpretation, if any, of a Statute, Ordinances and/or Rules will be ordinarily referred to the appropriate body of the University for consideration.

D. RULES AND REGULATIONS CONCERNING REDRESSAL OF ACADEMIC GRIEVANCES OF STUDENTS

1. The actual processes of evaluation are outside the purview of the student participation and that the teacher giving the course should evaluate the performance of the student in it.

2. The review shall be carried out only in respect of those components of a course which are verifiable like end semester, mid-semester examination, including quizes, terms papers etc.

3. The continuous evaluation carried out by the course incharge throughout the semester other than those given at 2 above and oral examination and semesters etc. shall be outside the scope of review.

4. The performance of a student in mid-semester examination including quizes, term papers etc. in various courses shall be notified to the student by the Department within a period of one week of the conduct of the examination and in respect of end semester examination within a period of one week of the approval of the result by the Department's Committee.

5. A student who feels aggrieved on the grade awarded in a course would be required to make an application in the prescribed form alongwith a fees of Rs.100/- for each course to the Head of the Department giving reasons for his/her feeling aggrieved within one month of the notification of the results.

6. The student concerned would have to sign a declaration that he/she undertakes to accept the final grade as a result of review which would result in improvement of his/her grade or the grade remaining the same or his/her being awarded a lower grade.

7. The Head of the Department, on receipt of the application in the prescribed form along with requisite fee, shall refer the case along with relevant papers and together with the scripts of all the candidates who have taken the course to a committee of the faculty members of the centre not exceeding three in each case for their consideration and review.

8. Provisional registration may be allowed to a student seeking review of grades with a view to fulfilling the minimum eligibility condition for registration on a clear undertaking that in the event of his/her failure to secure the minimum CGPA requirements for continuation in the programme, the provisional registration of the student shall automatically be cancelled.

9. The Committee of the faculty members, as at 7 above, shall be appointed by the faculty of the Department which shall assign revised grades if necessary as early as possible but not later than 15 days of reference of the case to the Committee.

10. No appeal shall lie against the revised grade arrived at through review.

11. There will be a Screening Committee for each programme of study in each Department consisting of faculty members not exceeding three, who would ensure that the examination schedule is maintained, the evaluation is completed within the time schedule and scrutiny of overall results of the programme of study.

2.10 MEDICAL CERTIFICATE

Medical Certificates of Physical fitness to candidates for employment in the University will be issued when such candidates are recommended by the competent authority of the University for medical examination at the Health Centre.

Certificates of Physical fitness to the students will be issued by CMO of the University when these are required for use at the University or when these are required by the student going on field trips within or outside the country. Such certificates will be issued on the recommendations of the competent authority i.e. Head of the Department/Dean Students' Welfare/Registrar.

Medical certificates of physical fitness will not be issued by the Health Centre to:

(i) Non-students;

(ii) Students who require these certificates for seeking employment/admission elsewhere or for any other purposes not related to the academic activities of the University.

2.11 RULES FOR ALLOTMENT OF ACCOMADATION TO POST DOCTORAL FELLOWS/ RESEARCH ASSOCIATES

Eligibility

1. Persons working on a project approved by the University and funded by national agencies such as the UGC/DST/ICSSR/CSIR etc. as Post-Doctoral Fellow (PDF) or Research Associate (RA) may apply for hostel room allotment in premises specified by the University for their accommodation. Subject to the availability, accommodation shall be allotted to PDF/RA in the first instance for one year, renewable by one year at a time upto a maximum duration of three years from initial allotment.
2. Persons who are entitled to accommodation for a period of less than six months, will not be considered for allotment.
3. The allottee shall vacate the accommodation within 15 days from the date of expiry of PD Fellowship/Research Associateship, or from the date of resignation as PDF/RA/ or date of expiry of the allotment, whichever is earlier, failing which he/she is liable to eviction and/or be charged four times the normal recovery.

Charges

1. Following will be the monthly charges

Rent	: as per EC approved rules regarding rent on floor space
Water '	: Rs.25/-
Electricity	: Rs.100/-(fixed) until meter is provided and thereafter, the billing will be on actual consumption.
Establishment Charges	: Rs.100/- to be paid to the University in the beginning of every semester for the whole semester.

2.12 SCHEME FOR INCENTIVES/REWARDS TO STUDENTS WHO DISTINGUISH IN SPORTS

There shall be a sports club in the University. The Club shall function under the supervision of Sports officer. Till such time a post is created and an officer is appointed to the said post, the Vice-Chancellor shall appoint one of the Faculty Members to be In-charge of the Sports Activities in the University. The University shall provide necessary funds and infrastructure facilities. There shall be a sports Committee. There shall be different clubs for various activities of sports.

1. Students who achieve positions in Inter-University/State/National Competitions shall be eligible for the following cash awards:

Rs.1000/-	Upto 3rd place at the National Level
Rs.500/-	Upto 3rd place at State Level, and
Rs.400/-	Upto 3rd place at Inter-University Level

2. In addition to above cash awards, the University will also give the following incentives/rewards to encourage participation and promote excellence in sports:

i. If a student gets selected to represent the State in any game, which is recognized by the University, during the year in which he is a bonafide student of the university, he should be sanctioned a Sports Fellowship of Rs.200/- p.m. for one full financial year.

ii. Similarly a student representing the country should be given a sum of Rs.400/- p.m. as Sports Fellowship on same conditions as stated in (1) above.

iii. The student representing the State should also be given a blazer with the University emblem engraved on the pocket and the student representing the country should be given one blazer with the University emblem engraved on the pocket and a good track-suit.

iv. To encourage greater participation by the students and to promote more involvement and leadership qualities of the Conven or, one special prize should be given each year to the most active convenor of a Sports Club of the year. (Norms to be laid down for this and a sub-committee to be constituted to choose the most active convenor. Norms would be circulated amongst all the convenors at the start of the year. The value of the prize would also be determined by the sub-committee).

v. To encourage students in the activities of sports, those who participate in sports would be given necessary permission and relaxation in the attendance requirements on the recommendation of the sports officer.

3. The norms governing the award of Sports fellowships are given in the Appendix (see next Page).

APPENDIX

NORMS GOVERNING AWARD OF SPORTS FELLOWSHIP AND BLAZER/TRACK SUIT TO STUDENTS SELECTED TO REPRESENT THE ANDHRA PRADESH STATE/COUNTRY IN NATIONAL/ INTERNATIONAL COMPETITIONS

1. He should be a full-time bonafide student of the University.

2. If he is a part-time student he should neither be pursuing a full-time course in any other institution, nor have a full-time job outside EFL University. However a student employed in EFL University itself in any capacity can be considered.

3. He should be pursuing the activities regularly in the University.

NORMS FOR SPECIAL AWARD TO BEST CONVENOR

1. The student must remain convenor for one full-year (atleast July-May next).
2. He should fully organise and look after the activities of the club with the help of the sports office and guidance of respective Sports Officer.
3. He/She should encourage greater and regular participation by University students.
4. He should have leadership qualities and should maintain discipline in his club.
5. He should organize regular and also non-conventional activities to attract more students.
6. He should ensure that activities are well-spaced and spread over the entire year.
7. He should bring new ideas and new thoughts to revitalise the sports club.
8. He should maintain healthy and pleasant atmosphere amongst the members.

N.B.

(a) Each convenor would be required to submit the plan for the year at least by 15th September and adhere to the time schedule to avoid clash with other activities.

(b) The activities of each club would be observed and recorded.

(c) Clubs not sufficiently active will not be allotted extra funds.

(d) The emphasis should be moved on activities than prizes.

2.13 STUDENTS-FACULTY COMM1TTEE

There should be Student-Faculty Committee/Committees at each Department consisting of not more than five teachers and five students; provided that it be left to the Department to have either one Committee for the Department or Course

Committees for each level of course; provided further that it is open to the Department to have all the five students elected or have four students elected and one student of the Department with the best academic record.

Matters pertaining to the academic work of the Department except those mentioned below would fall within the purview of these Committees;

(i) Faculty positions, recruitment,, conditions of service and academic freedom, and

(ii) Actual processes of evaluating the academic performance and merit of students.

(iii) Admissions to both to the University and the Hostels.

Matters of general relevance may be discussed in a special meeting of all concerned students and faculty members of the Department.

2.14 RESERVATIONS

A. Reservation of seats for SC and ST candidates

1. In accordance with the policy of the Government of India and the guidelines of the University Grants Commission, EFLU has reserved 15% of the seats in each programme for candidates belonging to the Scheduled Castes and 7.5% of the seats for those belonging to the Scheduled Tribes, with a provision for interchangeability between these categories where necessary. Candidates should submit along with the application a copy of the certificate about their caste/tribe issued by one of these authorities.

- District Magistrate/Additional Magistrate/Collector /Deputy Collector/Deputy Commissioner/Additional Deputy Commissioner/Ist class Stipendiary Magistrate/City Magistrate/Sub-divisional Magistrate/Taluka Magistrate/ Extra Assistant Commissioner.
- Chief Presidency Magistrate /Additional Chief Presidency Magistrate/Presidency Magistrate
- Revenue officer not below the rank of Tahsildar
- Sub-Divisional Officer of the area where the candidate and /or his/her family normally resides
- Administrator/Secretary to Administrator /Development Officer (Lakshadweep Islands)

2. For admission to all postgraduate courses, viz M.A, M Phill, Ph D and Postgraduate Diploma courses, Scheduled Caste and Scheduled Tribe candidates will also be given a relaxation of 5% marks in the minimum eligibility condition for admission to a programme.

3. Remedial courses in English are conducted depending upon the actual needs of students belonging to Scheduled Caste/Schedule Tribes.

B. Reservation of seats for the Physically challenged and concessions

3% of the seats on all programmes at the University are reserved for physically handicapped candidates having minimum degree of disability to the extent of 40% provided that their physical disability does not come in the way of pursuing the programme. Physically handicapped candidates shall be required to submit a certificate from a Civil Surgeon of a Government Hospital indicating the extent of visual /Physical disability and also the extent to which the disability hampers the candidate in pursuing his/her studies. The candidates may have to undergo a fresh medical examination, if so prescribed by the University before being admitted to a programme. Visually challenged students appearing for the entrance tests will be given extra time and are given the help of a scribe.

Besides exemption from all fees, visually challenged students will be given Reader's Allowance (Rs. 1000/- pm for JRF holders and Rs. 400/ - pm for other students). They will also be given scribe charges of Rs. 50/- per paper internal exams/ tests and Rs. 100/- for end -Semester exams. Annual special stationery charges of Rs. 500/- and guide charges of Rs. 500/-per annum will also be paid.

C. Reservation of Seats for the Wards of Defence Personnel

1% of the seats on all programmes at the University are reserved for the Wards of Defence Personnel. In accordance with the Government of India guidelines, the following would be the priority list:

1. Windows/wards of defence personnel killed in action
2. Wards of serving personnel and ex-servicemen disabled in action
3. Windows/wards of defence personnel who died in peace time with death attributable to military service
4. Wards of defence personnel disabled in peace time with disability attributable to military service

5. Wards of ex-servicemen personnel and serving personnel who are in receipt of Gallantry awards: Param Vir Chakra; Ashok Chakra; Sarvottam Yudh Seva Medal; Maha Vir Chakra; Kirti Chakra; UttamYudh Seva Medal; Vir Chakra; Shaurya Chakra; Yudh Seva Medal; Sena, Nau Sena; Vayusena Medal; or Mention-in-Despatches
6. Wards of ex-servicement
7. Wards of serving personnel

D. Reservation for Kashmiri Migrants

One seat is reserved in the merit quota for Kashmiri migrants as per the guidelines. The following concessions are provided to the Kashmiri migrant students:

1. Extension in date of admission by about 30 days
2. Relaxation in cut-off percentage up to 10% subject to minimum eligibility requirement.

E. O.B.C Reservations

Certain % of seats are reserved for O.B.C. Categories of students as per the instructions of UGC/GOI in this regard.

3.RULES FOR TEACHERS

3.1 RESERVATION FOR SC/ST/OBC CANDIDATES FOR APPOINTMENT TO TEACHING AND NON-TEACHINGPOSTS

The following percentages be fixed for persons belonging to Scheduled Castes and Scheduled Tribes in admission to various programmes of studies and appointments to non-teaching posts and also to teaching posts upto the level of Lecturers in the University:

(i) 15% for Scheduled Castes* and

(ii) 7.5% for Scheduled Tribes* (instead of 5% fixed hitherto).

(iii) 27% for OBC*

* (as per GOI/ UGC)

1. Vacancies in the post of Assistant Professor to be reserved on the basis of 15% for SC and 7.5% for ST candidates as per rules, be shown in separate rosters for each School.

2.1 A Search Committee be constituted for each School to identify suitable candidates belonging to SC and ST who could be considered for appointment in the University to the post of Assistant Professor for various Disciplines/ Subject/Languages.

2.2 Each Search Committee may consist of:

(a) Dean of the School (Chairman);

(b) Two faculty members nominated by the Vice-Chancellor, one of them shall belong to SC/ST (Members):

2.3 The Registrar's Office will make available to the Chairman of the Search Committee the following information at least one month before the reserved vacancy is advertised or soon after the vacancy is declared as reserved for SC or ST: (i) No. of vacancies (ii) Whether the vacancy is reserved for SC or ST (iii) School/Centre in which the vacancy occurs (iv) Qualifications (Essential and desirable) and fields of specialisation.

2.4 The Search Committee will make all possible efforts to identify suitable candidates and forward to the Registrar names, addresses and bio-data of the candidates so identified so that they are forwarded a copy of each of the advertisement and the application form to enable them to apply for the reserved vacancy.

2.5 The Committee may meet as frequently as required.

In order to identify suitable potential candidates for the post of Assistant Professor, the Search Committee may also take the help of the University News and University related registered periodicals which are in circulation among Universities.

3. Wherever a candidate belonging to SC/ST category fulfills the prescribed minimum qualifications/requirements, preference be given to him for appointment to the post of Assistant Professor.

4. When a Selection Committee meets to interview candidates for appointment to a regular post of Assistant Professor, the Chairman of the Selection Committee (i.e. Vice-Chancellor) be apprised of the actual position with regard to the fulfilment of the quota of the vacancies reserved for SC and SC for the post of Assistant Professor.

5. 27% of posts are reserved for OBCs. [for details kindly see UGC’s instructions in this regard].

3.2 RELAXATION IN QUALIFICATIONS FOR PHYSICALLY HANDICAPPED PERSONS AND / ESPECIALLY BLIND PERSONS OR APPOINTMENT TO TEACHING POSTS.

The EFL University may fill up 3% posts at the level of Lecturer – 1% to be earmarked for physically disabled candidate who suffers from over 40 percent physical disability and 2% for the visually handicapped candidate.

3.3 RULES RELATING TO ASSOCIATE MEMBERSHIPS

1. Faculty Members are appointed in one Department. Many a time, Faculty Member of one Department is required to associate himself with another Department to meet the special needs of that Department. It is particularly so, in an inter – disciplinary areas or when there is a Department of Inter –Disciplinary and inter-cultural Studies.

2. In such cases, though the teacher concerned would belong to his/her parent department for the purpose of staff strength, payment of salary etc, yet s/he would be associated with another Department for teaching /research and would be designated as 'Associate Membership' of the other Department . The Vice-Chancellor may approve the proposal of a department or an individual for having or becoming an Associate Member of another Department. If need be the Vice-Chancellor may appoint a Teacher to be an Associate Member of another Department.

3. To formalize this, while issuing appointment letters, it be indicated that " You will be expected to take part in the teaching and research programme of the University (in any Department) and do such/other work as may be assigned to you from time to time by the Vice-Chancellor".

3.4 GUIDELINES FOR FIXATION OF PAY OF THE ACADEMIC STAFF AS PRESCRIBED BY THE UGC AND FOLLOWED BY THE UNIVERSITY

1. Universities are free to give upto five advance increments on the minimum of the scale to each category of staff with the approval of appropriate authorities of the University subject to the condition that the expenditure is met from within the sanctioned block grant or development grants to which cost of such staff is debited and such cases need not be referred to the University Grants Commission but if it is proposed to give a higher start to a person than stated above the matter is to be referred to the UGC giving full justification for the proposal and the approval of the University Grants Commission is to be obtained before implementing the advance increments that are over and above 5.

2. In cases where a person appointed in the University was previously in employment in another University and if the pay to be allowed in the University is at the stage next higher to the pay last drawn by him in his previous employment the University may give such a number of advance increments as to give him the initial pay at the stage next higher to the last pay drawn by him without referring the matter to the University Grants Commission.

3. Exceptional and rare cases where a person is to be granted a salary more than the next higher stage over the last pay drawn by him and if the number of advance increments to be allowed over the minimum of the time scale exceeds five, the University may seek prior concurrence of the Commission indicating in detail the special circumstances justifying a relaxation of prescribed guidelines. The special provisions applicable to persons previously in employment in another University are not applicable to cases of persons previously in employment in foreign universities. In such cases if the number of advance increment exceeds five, a reference is to be made to the Commission with full details.

In the case of Central Universities a person joining from one Central University to another Central University in the same pay scale, s/he carries with him/her the pay last drawn by him/her as also the date of increment. The same is the position of staff joining Central Universities from Delhi Colleges.

Since every appointment in the University's academic post is done on the basis of open selection and there being no reserved quota for internal candidates, all persons whether working in the University or outside be considered on par for the purpose of fixation of their initial salary for an appointment to be made on the recommendations of the Selection Committee, subject to other existing provision in this regard.

The Universities may offer higher salary than that being drawn by him to a person moving from one Central University to another in the same scale in exceptional circumstances with the concurrence of the Commission, giving full justification for the same.

For fixation of pay of University teachers on promotion to higher posts, the pay of the teacher will first be increased by one increment in the lower scale and then fixed in the higher scale at the stage next above. The teacher shall, however, have the option to be exercised in writing within the period of 3 months of the promotion either to have his pay fixed in the higher scale of pay from the date of promotion or from the date on which his next annual increment falls due. The option once exercised will be final.

For fixation of pay of University teachers on promotion/appointment to higher post wherein individual immediately before his appointment to a higher post is drawing pay at the maximum of the time-scale of the post his/her initial pay in the time scale of the higher post shall be fixed at the stage next above the pay notionally arrived at by increasing his/her pay in respect of the last post by an amount equal to the last increment in the time-scale of the last post.

In cases where a senior was getting lesser pay than the junior consequent on application of para 1 above of the guidelines, the pay of the senior may be stepped upto the level of the junior with effect from the date of the appointment of the junior and the next increment granted after completion of one year of service provided that the senior was not drawing lesser pay than junior in the lower post and the pay of the junior was fixed higher in the higher post only by virtue of application of the existing guidelines.

The protection of salary will not be given to the senior whenever advance increments are granted to a junior on the recommendation of Selection Committee on academic merits.

3.5 'RULES REGARDING THE PROCEDURE RELATING TO FORWARDING OF APPLICATIONS OF FACULTY MEMBERS FOR POSTS OUTSIDE THE UNIVERSITY.

Applications of faculty members be forwarded for jobs outside the University provided that these are sent through the Head of the Department to the Registrar;

Provided further that in the event of his selection, a teacher shall not normally be relieved of his duties during the currency of a semester if the academic/research/teaching requirements of the School/Department where he is working so demand, unless otherwise recommended by the Head of the Department concerned.

Provided also further that a faculty member, who has been granted study leave/sabbatical leave/leave not due or has been paid travelling expenses for taking up his initial appointment at the University and has executed a bond to serve the University for a specific number of years, shall not be allowed to make any application for outside posts until the later half of the last year in which the bond executed by him is due to expire, or until he has paid the full amount mentioned in the bond alongwith interest thereon.

3.6 RULES FOR ACCEPTING CONSULTATIVE OR SIMILAR ASSIGNMENTS BY THE FACULTY MEMBERS.

The faculty members may be allowed to accept consultative or similar assignments subject to the following conditions:

(1) The Vice-Chancellor would examine each request for permitting a member of the faculty to accept a consultative or similar assignment keeping in mind that the proposed assignment would be in the interest of the university in the long run and will not adversely affect the faculty members work at the University;

(2) They may be allowed to retain a fee upto 30% of their basic pay in a year, and if the fee received in any year is in excess of the 30% ceiling limit, the excess should be shared by the faculty members and the University in the proportion of 70:30 respectively.

EXPLANATION" : The following shall not be construed as consultancy work for the purpose of regulating the fee received by a faculty member:

(i) Writing of reports, papers or study reports on selected subjects for International bodies like the UNO, UNESCO, etc.

(ii) Fees received by a teacher from recognised University and other statutory bodies or public sector undertakings, which are wholly or substantially owned or controlled or subsidised by Government for the performance of work connected with the examination conducted by these bodies or for delivering lectures;

(iii) Income derived by a teacher from exploitation of patent or invention taken out by him with the permission of the University while in its service:

(iv) When the University undertakes the work for a non-government organisation and, in its turn assigns the work to the teachers suited for the purpose and pays them at the rates approved by the government provided that the honorarium paid to the teacher(s) shall not exceed 2/3 of the fees received by the University;

(v) Income from books, articles, papers and lectures on literary, cultural, artistic, technological and scientific subjects including management sciences; and

(vi) Income from occasional participation in sports, games and athletic activities as players, referees, umpires or managers of the teams.

3.7 SALARY OF A TEACHER DURING THE PERIOD OF STUDY LEAVE

The salary of the faculty member may be regulated as follows (or amended by UGC/GOI from time to time) during the period of (study) leave:

S.No. Value of Scholarship/fellowship/ Pay during Financial Assistance per annum study leave

1. $ 20,000 or above Without pay

2. $ 10,000 and above but less than Half pay $20,000

3. Less than $ 10,000 Full pay

Or the teachers on deputation abroad will be paid salary as per the MOU entered into with the Universities/Institutions concerned.

3.8 RULES GOVERNING THE PAYMENT OF SALARY AND ALLOWANCES DURING DUTY LEAVE PERIOD TO THE TEACHERS WHO ARE PERMITTED BY THE UNIVERSITY TO ACCEPT FELLOWSHIPS, ETC.

Teachers on approved foreign visits and the issue of payment of University salary concepts:

(a) The assumption is that the teacher has followed the prescribed procedures and that his foreign visit is approved by University authorities.

(b) The question is: what salary, if any, should he receive from University?

(c) The need is for a formula that will be equitable and applicable to all.

(d) The key criterion is the amount receivable by a teacher foreign institution extending invitation. The name given to the payment - grant, fellowship, per diem, or salary - is an inappropriate and inapplicable criterion.

(e) The principle suggested is parity with the per diem that will be admissible for a Government of India Grade I Officers while on travel in the country concerned.

The formula 1. Cases where the period of fellowship is treated as duty leave.

When a teacher is offered a grant or fellowship or other support for a foreign visit during the academic year, and if such visit is approved by University authorities, the University salary issue should be decided according to the following formula:

1. Where the amount payable to the teacher by the foreign inviting agency each month is equal to or less than the cumulative per diem allowable to a Grade I Officer on an Indian Mission or Indian Government Agency for travel in that country, the full University salary may be paid to the teacher.

Example:1. Teacher A is authorised to go to Canada and is to receive $ 450 per month from the Canadian Institution. The permissible per diem cumulated on a monthly basis for a Grade I Government of India Officer in Canada is, say, $ 500. In this case, since what he receives will be less than the per diem, he should be paid his full University salary and allowances.

2. Where the grant, fellowship, salary or other support, is an amount greater than the amount allowable as per diem for a Grade I Officer, the teacher may be paid University salary minus the difference between his actual grant and the permissible per diem worked out on a monthly basis.

Example: Teacher B receives a grant of $ 600 per month. In this case he gets $ 100 or Rs. 750 per month more than the permissible per diem. If his University salary, dearness and city compensatory allowances amount to Rs. 1550/- he should be paid by University Rs.800/- only.

3. Where a teacher gets a grant, fellowship or salary that is greater than the permissible per diem plus the University salary, dearness allowance and city compensatory allowances, he shall not be paid any amount by the University.

Example: Teacher C receives a fellowship of $ 1000 per month. This is $ 500 or Rs. 3750/- more than the permissible per diem. If his University salary plus dearness and city compensatory allowances is Rs.1950/- he will be ineligible to receive any amount from the University.

4. In the above cases, the teacher may be paid the normal house rent allowance he was in receipt of before accepting the fellowship, if he continues to incur the expenditure. If a teacher is in occupation of a house leased by the University, he can, if he so chooses, retain the accommodation during the period of fellowship subject to the usual recovery towards licence fee.

5. A teacher who receives a fellowship or grant or other support tenable exclusively during the summer vacation period and whose travel is approved by the University authorities, may be sanctioned his salary and allowances in full.

6. Notwithstanding foregoing clauses, what is contained in the in cases of hardship, the Vice-Chancellor may,at his discretion, permit a member of the faculty who has been allowed to accept an outside academic/research assignment with a grant/ fellowship/salary or other financial support to draw full or part salary with or without allowances during the period of his/her assignment depending on the merits of each case.

Cases where the period of fellowship is not treated as duty leave.

When the period of fellowship is not treated as duty leave and the teacher proceeds on leave, the amount of leave salary and allowances to be paid may also be decided by the Vice-Chancellor following the above criteria.

Note: The grant of dearness and other allowances during the period of study leave will be governed by the study leave rules.

3.9 "NORMS/PRINCIPLES WHICH MAY GOVERN GRANT OF TRAVELLING AND MAINTENANCE ALLOWANCE.

1. The faculty member should have been invited to the conference for the purpose rather than he should have sought invitation by himself, thereby implying that the faculty member is of such a level/promise as can bring credit to the University by his/her participation.
2. Those who have been requested to chair the conference or a section thereof and/or have not availed of financial assistance in the past for participating in an international conference/symposium will receive preference over other applicants.
3. Applications should be duly recommended by the Head of the Department, accompanied by the letter of invitation from the conference organizer.
4. At least three years should have lapsed since the last time teacher concerned was given financial assistance for the aforesaid purpose.
5. Ordinarily one should have put in a minimum of three years in the University service before being eligible to receive financial assistance for participating in international conference/symposia.
6. The amount at the disposal of the University being limited, (i) excursion class fare, if available; or (ii) one way air fare (by shortest route, economy class) or 50% of the total cost of both ways air fare (by shortest route economy class), if faculty member has obtained funds for one way air fare from other sources or (iii) both ways air fare, where such excursion fare is not available by economy class (by shortest route) and/or maintenance allowance and registration fee may be contributed by the University subject to availability of funds from the Maintenance Grant of the School concerned and/or from the unassigned grants of the University, as per UGC norms.

Assistance forthcoming from other sources should be indicated in the application by the applicant. The payment of air fare as specified above will be subject to the production of certificate from Air India.

(a) that passage has been booked through Air India direct; and

(b) showing the total cost of both ways air passage (shortest route, economy class) paid by the faculty member.

3.10 PAYMENT OF (PER DIEM) DAILY ALLOWANCE

Govt. of India daily allowance (per diem) rates for University employees going abroad as communicated by the UGC vide its letter No. F.3-1/2001 (T.G) dt. 13/09/2001, be adopted.

10.A Deans of Schools/ Heads of Departments may grant leave of absence of Teachers working in the Schools/Department for a period not exceeding ten days in a year. Provided that application of all teachers who applies for earned leave has to be sent to Registrar for sanction by the Vice-Chancellor.

3.11 GUIDELINES/PRINCIPLES GOVERNING THE GRANT OF TA/DA ETC TO THE FACULTY MEMBERS.

Taking note that while the Head of the Departments have been delegated power to grant duty leave to teachers upto 10 days in the year, all proposals relating to teachers participation in conferences/seminars held within the country at present need the approval of the Vice-Chancellor/ the Executive Council.

The proposals relating to teachers' participation in conferences/seminars within the country be considered and finally approved by the Head of the Department, the expenditure involved met out of the funds allocated to each Departmlent for the purpose according to the guidelines governing the grant of TA/DA etc. to the faculty members where there is no ear – marked funds, the application be sent to Registrar.

3.12 PRINCIPLES FOR DETERMINING SENIORITY OF TEACHERS

1. Subject to the provisions contained in the following clauses, the seniority of teachers appointed under Statute 18 or promoted under the merit promotion determined from the date of their eligibility. scheme shall be

(i) Provided that if the date of appointment/promotion of two or more teachers is the same, their seniority shall be determined:

(a) in the case of Lecturer on the basis of the order of merit recommended by the Selection Committee; and

(b) in the case of Professors and Reader on the basis of their length of continuous service in the University in the lower post of Reader or Lecturer as the case may be;

(ii) Provided further that if both the date of appointment/promotion and the length of service in the lower post happen to be the same, the seniority in age shall be given priority.

2. The seniority of the teachers whose services are obtained on deputation will be counted from the date they are permanently absorbed in the service of the University.

3. The period of appointment of teachers on ad-hoc basis shall not be counted for the purpose of seniority unless such appointment had been made on the recommendations of a Selection Committee constituted under Statute 18 and is followed without break by a regular appointment to the same post.

4. The period of appointment under various projects in the University sponsored by outside agencies shall not be taken into account for determining their seniority.

3.13 GUIDELINES REGARDING UNIFORM POLICY FOR APPOINTMENT OF GUEST LECTURERS

Appointment of guest lecturers in the University will be on the following terms and conditions:

a. Guest lecturers may be appointed in exceptional circumstances in such specialised fields/subjects where Professional expertise is required to strengthen and supplement the teaching, as also those cases where the work load does not justify the appointment of a full-time regular teacher throughout the academic year.

b. Guest lecturers may be appointed only against sanctioned posts. Such appointments should be kept to the barest minimum.

c. The qualifications for guest lecturers should be the same as those prescribed for the regular teacher of the University.

d. The procedure followed by the University for making temporary faculty appointments in the University may be followed for appointing guest lecturers.

e. Guest lecturers teachers may be appointed initially for a period not exceeding one academic term which could be renewed after each term with the total tenure of appointment of an incumbent not exceeding 5 years.

f. Guest lecturers may not be treated like regular members of the faculty for the purpose of voting rights or for becoming the members of the Boards of Studies.

g. Ordinarily persons more than 65 years of age should not be appointed as guest lecturers. However, in cases where qualified teachers are not available teachers of more than sixty five years of age could also be appointed with the approval of the Vice-Chancellor.

h. Associate Memberships appointment may be made in the case of teachers of one institution participating in the teaching and research programmes of another institution in the same town. Teachers of one institution may not be appointed as guest/part-time teachers in another institution. Their participation may, however, be encouraged under the schemes of Visiting Teacherships.

i. A regular teacher appointed in a department of an institution should not be eligible for any remuneration for teaching the subject to students of another department of the institution. If, however, a regular teacher is working over and above the normal work-load and is not granted equivalent adjustment/relief in the work-load in the department for delivering extra lectures in another institutions/department he could be paid a suitable honorarium to be decided by the institution.

3.14 TEMPORARY/ADHOC APPOINTMENT OF LECTURER AGAINST LEAVE VACANCIES OF PROFESSORS/ READER.

No temporary appointment of Professors and Readers shall be made whenever vacancies of Professors and Readers occur, temporary appointment of lecturers against these vacancies and those of lecturers be made for not more than 6 months and action be taken to see that the posts are filled up by regular appointment of Professors and Readers under statutes of the University. Full use be made of UGC scheme of Visiting Fellowships/Visiting Professorships in the University against the vacant posts of Professor and Reader. That the University shall follow its usual procedure for making temporary appointments of lecturers upto a period of 6 months. University shall, however, follow the procedure prescribed for making permanent appointments when the period of appointment is more than six months. In case of lecturers, University may not make temporary appointments for more than a total period of two years on a year to year basis and before the expiry of this period, permanent appointment of lecturers must be made. .

3.15 RULES REGARDING THE APPOINTMENT OF ACTING HEADS OF DEPARTMENTS FOR A PERIOD OF 30 DAYS

Appointment of Acting Heads for more than 30 days shall be reported to the Executive Council for confirmation. If the period is less than thirty days, the Vice-Chancellor may approve the leave arrangement (of acting Head of the Department) proposed by the Head of the Department/Dean of the School concerned.

3.16 GOVERNING RE-EMPLOYMENT OF TEACHERS AFTER THE DATE OF SUPERANNUATION

Every teacher confirmed in the service of the University shall continue in such service till he/she attains the age of 65 years.

Provided the Executive Council may on the recommendations of the Vice-Chancellor make ex-cadre appointment in respect of a teacher of the University in sound health, who has attained the age of 65 years and is able to perform his duties satisfactorily, on such terms and conditions as the Executive Council may specify for a period of not exceeding five years.

Provided further that the Executive Council is satisfied that such an appointment is in the interest of the University;

Provided further that no further contract or extension shall be granted to a teacher who has attained the age of 70 years.

The Vice-Chancellor shall make his recommendations to the Executive Council on the basis of specific recommendations of a committee, consisting of internal and external experts relevant to the discipline of the applicant, to be constituted by the Vice- Chancellor in respect of each individual case provided the faculty member to be reemployed:

(i) is academically active;

(ii) is in sound health;

(iii) will be able to perform his/her teaching and research duties satisfactorily.

provided further that there is a substantive vacancy in the category (Lecturer/Reader/Professor) concerned at the time of the consideration of the case.

3.17 MEDICAL BOARD

Whenever any Student/Teacher/Non–teaching staff of the University leave for a period more than 3 months, the University may before sanctioning the leave, ask the person concerned to appear before a Medical Board consist of ;

a. Sr. Medical officer from Osmania General Hospital

b. Sr. Medical officer from Gandhi General Hospital

c. Sr. Medical officer from New City Hospital

d. Specialist may be co-opted wherever necessary.

Leave on absence for 3 months or more on Medical grounds can be granted only when the Medical Board certifies that the leave applied for is essential.

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(Admn. /F.184/2005/ 566, 20/25 August 2005)

3.18 LIST OF HOSPITALS RECOGNISED BY CGHS AND EX-SERVICEMEN CONTRIBUTORY HEALTH

For the purpose in – patient and out –patient treatment to the employees of the University

(both Teaching & Non-Teaching and their dependents)

Sl. No.	State	City	Hospital/Diagnostic Centre	Conditions for which reconized
1.	Andhra Pradesh	Hyderabad	Apollo Hospital, Deccan Hospital Ltd,Jubilee Hills, Jubilee Hills, Phase-3	Heart, Cancer-Renal Total Hip/Knee Joint Replacement, Prostate Surgery (TURP) and Lithotripsy
2.	Andhra Pradesh	Hyderabad	Medwin Hospital Raghava Ratna Towers Chirag Ali Lance	Heart, Cancer and Renal
3.	Andhra Pradesh	Hyderabad	Kamineni Hospital LB Nagar	Heart Renal/ Transplant/ Dialysis, Lithoripsy, Kidney/ Urethral Stone, Prostate Surgery (TRUP), Total Hip/

				Knee Joint Replacement, Acute Phase Management of Stroke (CVA) and Arterial Surgery
4.	Andhra Pradesh	Hyderabad	LV Prasad Eye Institute Prasad Marg, Banjara Hills	Retinal Detachment Surgery
5.	Andhra Pradesh	Hyderabad	Yashoda Super Speciality Hospitals	Super specialtiry Referrals
6.	Andhra Pradesh	Hyderabad	Osmania General Hospital	All Purpose
7.	Andhra Pradesh	Hyderabad	Gandhi General Hospital	All Purpose
8.	Andhra Pradesh	Hyderabad	Nilofer General Hospital	Gynae, Obst & Paediatrics
9.	Andhra Pradesh	Hyderabad	Fever Hospital	All Purpose
10.	Andhra Pradesh	Hyderabad	Institute of Chest Diseases	TB & Chest Disease
11.	Andhra Pradesh	Hyderabad	Govt. Maternity Hospital	Obst & Gynae
12.	Andhra Pradesh	Hyderabad	Govt. Mental Hospital	Mental
13.	Andhra Pradesh	Hyderabad	Govt. Dental Hospital	Dental
14.	Andhra Pradesh	Hyderabad	ENT Hospital	ENT
15.	Andhra Pradesh	Hyderabad	Cancer Hospital	Cancer
16.	Andhra Pradesh	Hyderabad	Sarojini Devi Hospital	Eye
17.	Andhra Pradesh	Hyderabad	Institute of Preventive Medicine	Lab Investigations
18.	Andhra Pradesh	Hyderabad	Share Medical Care (Medicity)	General & Specialised Acute Medical Care, Cardiology, Cardic thoracic Gastroenterology Neprology, Lab Sciences & Radiology
19.	Andhra Pradesh	Hyderabad	Vijaya Diagnostic Centre	General Purpose Obs & Gynae
20.	Andhra Pradesh	Hyderabad	Gagan Mahal Nursing Home	General Purpose Obs & Gynae
21.	Andhra Pradesh	Hyderabad	Medinova Diagnostic Centre	General Diagnostic Procedure
22.	Andhra Pradesh	Hyderabad	Sudhakar Diagnostic Centre	General Diagnostic Procedure
23.	Andhra Pradesh	Hyderabad	Sharavana Nursing Home	General Purpose
24.	Andhra Pradesh	Hyderabad	Kailash Daignostic & Rehabilitation Cnetre	Diagnostic facilities
25.	Andhra Pradesh	Hyderabad	Tapadia Diagnostic Centre	Diagnostic facilities
26.	Andhra Pradesh	Hyderabad	Eshwar Lakshmi Hospital	General Purpose
27.	Andhra Pradesh	Hyderabad	Sagar Lal Memorial Hospital	General Purpose
28.	Andhra Pradesh	Hyderabad	Geetha Maternity & Nursing, Home	General Purpose
29.	Andhra Pradesh	Hyderabad	Ashok Kumar Hospital	General Purpose ENT Treatment
30.	Andhra Pradesh	Hyderabad	CC Shroof Memorial Hospital	General Purpose Treatment
31.	Andhra Pradesh	Hyderabad	New City Hospital	General Purpose Treatment
32.	Andhra Pradesh	Hyderabad	Cental Diagnostic and Research Institute	General Purpose Diagnostic

33.	Andhra Pradesh	Hyderabad	Princes Dhrru Shever C Hospital	General Purpose Treatment and Diagonstic
34.	Andhra Pradesh	Hyderabad	Hari Prasad Memorial Hospital	General Purpose Treatment and Diagonstic
35.	Andhra Pradesh	Hyderabad	Shri Bhagwan Devi Maternity And Orthopedic Hospital	General Purpose Treatment and Diagonstic
36.	Andhra Pradesh	Hyderabad	CDR Hospital	General Purpose Treatment and Diagonstic

The Nizams Institute of Medical Sciences, which has also been recognized by Govt of India for full reimbursement, is also included in the list of recognized hospitals.

3.19 RULES GOVERNING THE SCHEME OF EXCHANGE OF TEACHERS/EXPERTS

1. Purpose of the Scheme The broad objectives of the Scheme are:

(i) to enable University to invite distinguished teachers/experts in various fields of academic work from other universities or institutions of higher learning;

(ii) to utilise as widely as possible the services of talented personnel in other universities and centres of learning;

(iii) to provide opportunities for the staff and students engaged in advanced studies to come into close and fruitful contacts with distinguished persons in various fields of knowledge, and to make expert advice and guidance available to research workers.

The teachers/experts invited under the scheme may deliver a course of lectures, conduct seminars, and participate in discussions.

2. Selection of Personnel.

The personnel to be invited under the scheme will be selected by the University.

3. Expenditure to be met from Unassigned Grant

The expenditure on the exchange of teachers/experts has to be met out of the Unassigned Grant placed at the disposal of the University. An appropriate amount may be spent for this purpose, keeping in view the limited funds and the other schemes covered by the Unassigned Grants.

4. Duration of Visit

The duration of the visit of a teacher/expert will depend on the nature of the assignment and the time for which the visiting teacher/expert can be spared by the parent institution. He will carry his own substantive designation with him to the visiting institution. The duration of the assignment may not ordinarily exceed three months.

5. Facilities and Remuneration to be offered to Visiting Teachers

(i) Accommodation: Free accommodation will be provided by the host University to the University teacher/expert and the expenditure in this regard is to be met exclusively by the host University, from its own funds.

(ii) Travelling Allowance: First class railway fare both ways (by the shortest route) from the place of the parent University to the host University. In case travel by Air is necessary, the specific approval of the Vice-Chancellor shall be obtained. Daily allowance may be paid for the period spent in travel to cover incidental charges.

(iii) Daily Allowance: Daily allowance may be paid at the rates admissible to the University staff of the same status.

(iv) Honorarium: The visiting teacher/expert may be paid upto Rs.250/- per lecture or Rs.750/- for conducting a seminar lasting 3 days or more. The maximum honorarium for an assignment of not less than 4 weeks' duration, payable to any teacher/expert under this scheme, may be limited to Rs.5,000/-.

6. (i) The visiting teachers/experts will draw their salaries from their parent institutions.

(ii) The visiting teachers/experts would pay for their boarding.

7. The University may invite eminent Writers/Critics/Scholars on the recommendation of the Department concerned for a period to be decided by the Vice-Chancellor on suitable terms and conditions from out of funds generated by the University through Non- formal channels.

(i) Audit Certificate: The University will send at the end of the financial year the usual audit certificate to the effect that the grant paid by the University Grants Commission has been spent for the purpose for which it was given and in accordance with the conditions laid down by the Commission.

(ii) Submission of Accounts: A statement of accounts of the Commission's Unassigned Grant showing the expenditure incurred on the scheme of Exchange of Teachers as implemented by the University may be sent to the Commission in the prescribed proforma at the end of each academic year (i.e. from 1st August to 31st July).

3.20 RATE OF HONORARIUM PAYABLE TO GUEST LECTURERS

The rate of honorarium of Rs.250/- per lecturer plus actual local taxi charges, or admissible conveyance charges if own transport is used, (and also admissible T.A./D.A. in case of Scholars invited from outstation) be paid in all cases of lectures/extension lectures delivered by guest lecturers for Seminars/teaching a course relating to curriculum of various programmes of studies.

3.21 GUIDELINES PRESCRIBED IN REGARD TO RESEARCH ASSOCIATES ETC, SPONSERED BY UGC & RESEARCH ASSOCIATES BY THE UNIVERSITY UNDER PROJECTS.

(i) The School/Department concerned while recommending applications of Research Scientists/Research Associates/Pool Officers should make it clear to the scholars that the University is not in a position to provide office space to them.

(ii) The Research Scientists/Research Associates/Pool Officers may be provided Library facilities such as borrowing tickets.

Screening Committee

The applications for affiliation of Research Scientists/Pool Officers/Research Associates shall be examined by the Department in the first instance and forwarded for screening by a Screening Committee consisting of the following and its recommendations shall be placed before the Vice-Chancellor for approval:

(a) Chairperson of the Department concerned or the senior-most faculty member in the Department

(b) Two faculty members nominated by the Vice-Chancellor one from within the School and the other from outside the School for a period of two years.

(c) In the case of Research Associate, the faculty member with whom he/she is to work, shall be coopted.

3.22 NORMS FOR IMPLEMENTATION OF CAREER ADVANCEMENT SCHEME FOR THE UNIVERSITY TEACHERS

For lecturer

1. The University shall consider the cases of all the eligible Lecturers for placement in the Senior Scale/Selection Grade or promotion to the post of Reader as the case may be, once in a year but they shall be granted the Senior Scale/Selection Grade or promotion w.e.f. the date an incumbent has completed prescribed length of service provided they are otherwise found fit by a Screening Committee/Selection Committee.

2. The Office of the Registrar shall issue a circular in the second week of every year inviting applications from the eligible Lecturer for consideration of their cases for placement in the Senior Scale/Selection Grade or promotion to the post of Reader. All the applications received shall be scrutinised and forwarded to the concerned branch for convening the meetings of Selection Committees/Screening Committees. Lecturers as and when they become eligible shall also apply for placement in the Senior Scale/Selection Grade/Reader

3. The service rendered by a lecturer prior to his appointment in the EFL University shall be counted for computing the prescribed length of service for consideration of his case provided:-

(a) he/she has served in the EFL University for a period of at least three years;

(b) his/her appointment in the previous employment was in post of lecturer or equivalent and the incumbent was engaged in teaching/research work;

(c) his/her appointment in the previous employment was made on the recommendations of a duly constituted Selection Committee.

(d) there is no break between his previous service and EFL University service.

(e) he/she submits documentary evidence to claim the benefit of previous service.

4. In case a person is not found suitable for placement in the Senior Scale/Selection Grade or promotion to the post of Reader he shall be eligible for reconsideration after two years from the date of rejection.

For Reader

(1) A Reader will be eligible to be considered for elevation to the post of Professor in the pay scale as prescribed from time to time by upgrading the post as personal to the incumbent on satisfying the following conditions:

(i) completed 8 years of service as Reader of which at least three years should be in EFL University.

(ii) submitted information and evidence on the following alongwith an up-to-date curriculum vitae:

(a) Research work done in the last eight years, in the form of books, monographs, edited volumes, conference proceedings and published papers in academically recognised journals.

(b) Guidance of M.Phil./Ph.D. research students.

(c) Teaching and development of academic programmes, including innovation in teaching methodology.

(d) books and articles in the subject relevant to the post/Department concerned. However, mere translation of minor genre works from the language concerned into English/Indian Languages cannot be treated on par with research papers published in referred journals

(e) Awards, Fellowships, Invited Lectures.

(iii) been recommended by a Selection Committee constituted under Statute-18

a. The processing of applications of candidates referred to in Sub-Clause(l) shall be the same as the processing of applications for open posts.

b. The date of elevation of an Reader shall be the date of eligibility on which the Executive Council approves the recommendations of a Selection Committee.

c. In case a faculty member is rejected under this scheme at either the screening stage or at the selection stage he/she will be eligible to offer himself/herself for re-evaluation after two years.

Note: The cases of Reader who are due for superannuation in the near future may be placed before the Selection Committee on priority basis.

3.23 COUNTING THE PERIOD OF ADHOC SERVICE

The period of ad-hoc service of teachers be counted for computing the prescribed length of service for the purpose of grant of merit promotion under the Merit Promotion Scheme, but not for seniority.

3.24 BENEFIT OF PERIOD OF PAST SERVICE RENDERED AS RESEARCH ASSOCIATE & RESEARCH SCIENTIST

Research Associates and Research Scientists who have participated in teaching in the Department/School may be given the benefit of service rendered by them as Research Associate or Research Scientist while computing the length of service for consideration of their cases for placement/promotion under the Career Advancement Scheme subject to the condition that their appointment as Lecturer in the University is in continuation of their appointment as Research Associate/Research Scientist.

3.25 FINANCIAL ASSISTANCE TO TEACHERS FOR ATTENDING ACADEMIC SEMINARS/ CONFERENCES ABROAD

The following will hold good in respect of financial assistance to teachers for attending academic seminars/conferences abroad:

(a) Subject to availability of funds, full or partial amount could be made available to the faculty to enable them to attend academic conferences abroad;

(b) due to financial constraints it would not be possible to meet the requirements of all the teachers for financial assistance;

(c) applications for financial assistance from teachers to attend academic seminars/conferences abroad organised by an academic institution may be considered provided that the paper of the teacher concerned has been accepted for the conference/seminar;

(d) the consideration of such applications will be subject to availability of funds.

(e) the University may provide grants for this purpose from the funds generated through Non-formal channels.

3.26 GUIDELINES GOVERNING THE UTILIZATION OF GRANTS FOR ORGANIZING SEMINARS/ CONFERENCES

Consolidated Guidelines governing the utilisation of grant for organizing Seminars/ Conferences etc.

1. The proposal for organising conference/seminar/symposia by a faculty member may be submitted to the Vice-Chancellor through the Chairperson of the Department/Dean of the School, before sending to the funding agency who may keep in view the infrastructure facilities available in the School, together with the forecast of the estimated receipts and head-wise expenditure should be prepared while obtaining funds from the funding agency and the expenditure should be incurred in accordance with the forecast under respective broad heads.

2. Grants should be received in the name of Registrar/Finance Officer of the University and not in the name of the organiser. Obtaining of funds direct from the funding agency will be against the rules of the University.

3. While donations from private parties, individuals,trade and industry may not be the normal source of financing of workshop/seminar etc. in exceptional cases where donations from these sources are recommended by the organiser of the workshop/seminar, the same should be based on a proper appraisal of the interests of the private donors. Keeping in view the position of the University as a Public Institution, these proposals may be forwarded to the Vice-Chancellor with the recommendations of the Chairperson of the Department/ Dean of the School concerned and the donation may be accepted only if it is cleared by the Vice-Chancellor.

4. Number of local and outstation participants including resource persons, guest lecturers should be fixed while framing budget for the Workshop or Seminar with the approval of the Vice-Chancellor. Normally the total number should not exceed 50.

5. The rates of registration fee may be fixed in advance by the organisers of the Seminar/Conferences etc. The norms for the grant of partial/full exemption of registration fee may also be laid down in advance to regulate the same in a systematic way. The same may be submitted for the information of the Vice-Chancellor.

6. All collections of money including Registration fee should be done against the proper receipt of the University and the amount so collected is required to be deposited with the Cashier of the University on the same day or the next working day positively. The receipt books may be obtained from the Finance Department of the University for this purpose.

7. Director, of the Seminar/Workshop is treated at par with the Project Director/Head of the Centre; accordingly, he is empowered to incur expenses, as per University procedure, upto Rs.2000/- in each case, and upto Rs. 10,000 in each case with the prior approval of Dean of the concerned School, and beyond Rs. 10,000/-with the approval of the Vice-Chancellor. These limits may be varied in individual cases by the VC where it is considered desirable to do so.

8. The UGC Guidelines in regard to limits of expenditure on boarding, lodging, hospitality etc. may be followed in respect of Seminars/Workshops etc. organised with the funds provided by the UGC. In other cases where the funds are provided by agencies other than UGC the special norms, if any, agreed to by the University and the funding agencies may be followed with the approval of the Vice-Chancellor.

Lodging may normally be provided to all outstation participants in the Guest Houses of the University. In case the accommodation is not available in the University Guest Houses then the DA as per rules will be paid.

In case of Workshop or Seminar, organised at International level, a maximum of Rs.500/- per head per day or the full expenditure on boarding and lodging of foreign delegates in a hotel/guest house, whichever is less, for upto 5 foreign participants is permissible.

9. Lunch and Dinner etc. upto Rs.300/- per head per day in case of outstation participants and in case of local participants not residing in the University Campus the local hospitality i.e. lunch, coffee, etc. upto Rs.150/- per day can be arranged.

10. As far as possible travelling allowance and incidental expenses for outstation participants should be borne by the sponsoring Institutions/Universities.

11 (a) The rate for travelling allowance and incidental expenses for outstation resource persons are as follows:

Actual expenditure incurred subject to a maximum of 1st class rail fare on the production of a certificate by the incumbent indicating the ticket number to the effect. The resource persons who are in receipt of basic pay of Rs.18,400/- p.m. and also those who are in receipt of basic pay between Rs.16,400/-and Rs.18,400/- may be allowed to travel by Air on production of Air ticket provided that in the case of the later category the distance involved is more than 500 km. and overnight journey cannot be performed by a direct train service. The number of such persons allowed to travel by Air should not exceed 6.

(b) In the case of foreign participants University staff car may be provided for coming and going back from the venue of the Seminar/Workshop. In case University staff car is not available then taxi charges may be paid with the approval of the competent authority.

12. The limits of expenditure for Secretarial and Clerical including class IV, transport, Office supplies, postage, xeroxing/cyclostyling and other Misc. items are as follows :

(i) for programmes of upto 6 days duration Rs.5000/-

(ii) For programmes of more than 6 days duration Rs.8000/-

13. Honorarium to the resource persons:

(i) Honorarium to Resource persons, outstation as well as local will be Rs. 300/- per session of 90 minutes limited to Rs.500/- per day. However, the resource persons be invited only once in a programme.

(ii) No honorarium will be paid to the University staff except with the approval of the Vice-Chancellor.

14. Expenditure for Unassigned Grant, the following norms will apply:

Honorarium to the Director of Programme: –

Rs. 1000/-for the programme.

Honorarium to the Resource persons: -

Rs. 500/- per day

15. In the case of Seminar/Conference funded by other agencies other than UGC/University, wherein some special norms of expenditure has been laid down, the same should be followed with the approval of the Vice-Chancellor.

16. After the conclusion of the workshop/seminar, a statement of expenditure in the enclosed format is to be submitted by the Seminar Director to the Finance Department besides, submitting the adjustment of account for the advances drawn.

17. In case, any deviation is required from these guidelines, prior approval of the Vice-Chancellor is to be obtained by the faculty member concerned.

STATEMENT OF EXPENDITURE FOR ORGANISATION OF SEMINARS/SYMPOSIA AND CONFERENCES

(INTERNATIONAL/NATIONAL/STATE LEVEL) PLANNING FORUM AND NATIONAL INTEGRATION ACTIVITIES

1. Name of the Programme

2. Duration Opening Date

3. Number of participants

i. Outstation

ii. Local Total

4. Name and office address of the Director :

5. Items of expenditure incurred :

(i) Boarding charges for outstation Participants/resource persons	Rs.
(ii) Hospitality to local Participants/resource persons	Rs.
(iii) TA & incidental charges to outstation participants including resource persons etc.	Rs.
(iv) Honorarium to Director and Resource Persons	Rs.
(v) Misc. & Contingencies	Rs.
(vi) DA to foreign participants (if any)	Rs.
(vii) Internal Travel to foreign participants (if any)	Rs.
Total expenditure incurred	Rs.
Grant received from the UGC	Rs.
Income from any other source, if so indicate the source and amount	Rs.

Signature & Seal of the Director of the Programme

Signature of the Registrar

Date

Vice-Chancellor

3.27 RULES FOR GRANT OF CONTRIBUTION TOWARDS TRAVELING EXPENSES OF A CANDIDATE CALLED BY THE UNIVERSITY FOR INTERVIEW ETC. FOR APPOINTMENT IN THE UNIVERSITY

Journey of a candidate in connection with interview etc. for appointment in the University.

In the case of candidate called for interview from outside, the University's contribution towards his travelling expenses would be restricted to a single Second Class (Mail) railway fare by the shortest route to the place of interview from the railway station nearest to the candidate's normal place of residence or from which he actually performs the railway journey, whichever is nearer to the place of interview, and back to the same station, or the amount of railway fare actually incurred, whichever is less. or as revised by the UGC from time to time. Candidates may also be paid sleeper charges, superfast train charges and reservation charges, both ways, if actually incurred, for the journey to the place of interview. Exception may be made by the Vice-Chancellor in allowing First Class fare, both ways, to candidates applying for the posts carrying a pay scale, the minimum of which is Rs.16,400/- or above.

3.28 RULES FOR GRANT OF CONTRIBUTION TOWARDS JOURNEY OF A NEWLY APPOINTED UNIVERSITY EMPLOYEE TO JOIN HIS FIRST POST

1. Travelling allowance, as a transfer, inside India may be granted to an employee, and the members of his family, if already holding a substantive appointment under a Government, University/Institute, local body or any other authority. If already employed in a temporary capacity or not employed, travelling allowance for self, and the members of his family, may be granted to an employee by the Vice-Chancellor where the circumstances justify special treatment.

2. A Professor/Scholar working abroad may on his selection for appointment in the University be allowed:

(i) air passage by economy (tourist) class for self and the members of his family from the country where he is working to the port of disembarkation in India, and

(ii) rail fare of the class to which he shall be entitled after joining post in the University or the class by which the journey is actually performed, whichever is less, from the port of disembarkation to the place of duty.

Provided he undertakes to serve the University for a minimum period of three years from the date of joining in India. He shall execute a bond, and furnish the sureties of two persons, for refunding the amount of travelling allowance paid to him with interest thereon if he resigns from service at any time within a period of three years from the date of joining duty in the University.

This facility may also be extended, only in special cases and for reasons to be recorded, by the Executive Council to Indian Scholars abroad who are not actually employed at the time of their selection or at the time the offer is sent to them.

3.29 GUIDELINES FOR ADJUSTMENT OF TEMPORARY ADVANCES

1. Advance grantedfor travel for attending Conference/Seminars/Field Trip/Tour etc.

Adjustment account of advance drawn by the official for travel must be submitted within thirty days of the completion of journey failing which the whole amount of advance may be recovered in lump sum.

In case, the adjustment account is not rendered, second advance for the same purpose, may not be sanctioned unless the second journey is required to be undertaken soon after the first one i.e. within one week after completion of the first tour.

2. Advance granted in connection with LTC

The following provisions shall regulate the grant of LTC advances:

(i) Where it is proposed to perform the initial part of the outward journey by rail, the advance may be granted 90 days before the proposed date of the journey, but shall have to be refunded forthwith if the employee is not able to produce cash receipt from Railways/Railway tickets to show that he has utilized the amount of advance for the purchase of ticket(s) within ten days of the drawal of advance.

(ii) Where the initial part of the outward journey is proposed to be performed other than by rail, the advance may be granted thirty days in advance of the proposed date of journey. But the advance shall have to be refunded forthwith if the outward journey is not commenced within thirty days of the grant of advance.

(iii) Adjustment account of the advance drawn by the official for the above purpose must be submitted within 30 days of the completion of return journey, failing which the advance shall be recovered in full in lump sum with interest thereon and no request for recovery of the advance in instalments shall be entertained.

If the person fails to submit his claim within a period of three months of the date of completion of return journey, his claim shall stand forfeited.

3. Advances granted for Research Projects

Advance may be drawn by the Project Director for expenditure for the Project. A second advance is not normally paid unless the accounts for the earlier advance is received. Adjustment account in respect of such advance must be submitted as early as possible but not later than 3 months from the date of drawal of advance remaining outstanding for more than 3 months shall be recovered from the salary and other dues.

4. Advances sanctioned for contingent expenditure like purchases, holding of Seminars, Conferences etc.

The advances are sanctioned for emergent purchases or to meet unforeseen expenditure, hence adjustment account shall be rendered within thirty days of the date of purchase/completion of Seminar/Conference etc.. Ordinarily, second advance may not be sanctioned/given unless detailed account of earlier advance is rendered by the official. It will be the personal responsibility of the official concerned to render the adjustment, failing which he shall be required to refund the entire amount in lump sum.

Note: (a) Advances remaining outstanding at the end of each quarter ending 30th June, 30th September, 31st December and 31st March are to be brought to the notice of Finance Officer and Vice- Chancellor for investigating the abnormal delay in utilisation of advances and issue necessary instructions to refund/adjust within stipulated period.

(c) The delay in submission of adjustment bills from 6 months to one year may be condoned by the Vice-Chancellor and beyond one year by the Executive Council. Justification for the delay will, however, have to be given by the employee who drew the advance.

3.30 MAXIMUM PERIOD OF JOINING TIME ON FRESH APPOINTMENT

After the shortlisting of candidates is made, each candidate to be invited for interview may be requested to indicate the approximate date by which he would be able to join the University in case he is selected and offered the post applied for.

The candidates offered appointment should be asked to convey their acceptance within a maximum period of two months from the date of issue of offer and to join the University within a maximum period of 4 months from the date of their acceptance of the offer failing which the offer of appointment shall ordinarily laps. However, Vice-Chancellor may give extension of time of joining depending on the merit of individual cases.

4. MISCELLANEOUS RULES

4.1 PROCEDURE REGARDING PAYMENT OF PROVIDENT FUND (EMPLOYER'S CONTRIBUTION AND LEAVE SALARY CONTRIBUTION FOR THE PERIOD AN EMPLOYEE RETAINS LIEN ON THE POST HELD BY HIM AT THE TIME OF JOINING THE UNIVERSITY

The following procedure be followed for undertaking the liability of defraying leave salary and Contributory Provident Fund/Pension Contributions on behalf of the employees who join the University on deputation/lien.

1. That in the case of a person coming from another institution or body, unless the previous employer as well as the University agree that the person will be on deputation on foreign service terms for a specified period, the person shall be treated as a fresh entrant to the University. In the case of deputation, the University will pay leave and pension contribution to the previous employer upto the date when deputation ceases. During this period the university will not be required to pay any further amounts by way of Contributory Provident Fund etc. However, in the case of a person who is to be treated as a fresh entrant, the University will make its contribution to the Contributory Provident Fund with effect from the date the person joins the University but this contribution will be payable only if the entrant is absorbed in the service of the University or is in a tenure post. Similarly, if he opts for pensionary benefits the date of his joining the University will count provided he is confirmed after probation. The University will not make any payment to his previous employer for his leave or pension contribution or contributory provident fund.

4.1 (a) The GPF/CPF Account of the erstwhile CIEFL was jointly operated by the Vice-Chancellor and the Registrar as Trustees for the purpose of sanction of PF loans and disbursement of PF amount to the employees of the Institute while in service/superannuation. The Trust was named as CIEFL Employees PF Trust. The CIEFL is dissolved and in its place The English and Foreign Languages University was created by an Act of Parliament. Thus, the PF Trust also to be named as EFL University Employees PF Trust. The operation of the PF Account is to be made by the EFL Employees PF Trustees. Accordingly, the EC authorised the Vice-Chancellor/Pro-Vice-Chancellor and Registrar to operate the PF Account as Trustees.

4.2. NORMS GOVERNING THE RECOGNITION OF INSTITUTIONS BY THE UNIVERSITY

Recognition of institutions by the University should proceed with caution and should be in conformity with the objectives laid down for the University. The number of the recognized institutions should not be too large and too heteronymous in character as to hinder reciprocal interaction and benefits that the University Centres would enjoy in relation to the recognized institutions.

A balance in this respect may be maintained both in terms of the number of the institutions to be recognized and the academic pursuits of these institutions.

The following norms have been prescribed for recognition of institutions:

(i) The academic/research programmes of the institution seeking recognition should be in an area compatible with the academic and research programmes of the University Departments, and it should be engaged in high standard academic pursuits in innovative and interdisciplinary areas. The programmes of the institutions should be of relevance to similar objectives already being pursued in the University Departments so that reciprocal benefits might accrue and the institution might get linked with the academic pursuits of the University.

(ii) The institution should have staff of high academic competence or have a system by which people of eminence could be associated with its academic programmes. The academic level of the staff, therefore, should be comparable to that of the University.

(iii) The institution should have sufficient funds to support its academic activities and well-equipped departments/ library.

(iv) Institutions seeking recognition from relatively less developed areas/regions of the country but having necessary potential to come up in some way to the desired level of the academic and research programmes of the University not usually covered by the Universities in the region be given adequate consideration within the framework of the criteria laid down by the University for according recognition to the institutions.

(v) Institutions seeking recognition should:

(a) have been well established and successfully offered courses related to English Language/Teacher Education/Teaching Foreign Languages for at least five years.

(b) have a clean track record of having maintained its administrative and academic records for scrutiny.

(c) be operating on its own premises with adequate buildings to house classrooms, faculty rooms, administrative offices, library, hostels for men and women, and facilities for sports and recreation. In case the Institute/College does not have a premises of its own, proof of adequate resources to establish a self-contained campus should be furnished.

(d) have employed personnel to undertake administrative and academic chores as specified by the EFL University.

(e) provide similar service conditions to all the employees which confer with the service conditions of employees in EFL University/Central University.

(f) have a mode of appointment of personnel to various cadres as stipulated by the EFL University.

(g) design the courses and course contents will be subject to scrutiny by the Board of Studies and the Academic Council of the EFL University. Further, there will be a periodic academic audit conducted by the EFL University by one of its senior Professors.

(h) adopt examination procedures as stipulated by the Academic Council of EFL University.

(vi) The rights of certification shall entirely rest with the EFL University.

(vii) The proposal for recognition of an Institution should be placed before the Academic Council. If the Academic Council considers the proposal a viable one, it may refer it to a committee appointed by the Academic Council to go into all related aspects of the proposal in the light of the norms laid down by the University and for making its recommendations to the AC for latter's consideration and decision. Alternatively the AC can approve the proposal for affiliation through discussions in its meeting.

4.3 VALIDITY OF PANEL OF EXPERTS FOR SELECTION COMMITTEE FOR APPOINTMENT OF TEACHERS IN THE UNIVERSITY

Panel of experts approved by the Academic Council be kept valid for two Academic years. The Vice-Chancellor is authorised to choose experts out of the approved panels keeping in view their availability as well as other related aspects.

The Vice-Chancellor has the Authority to add or delete the names of experts in the Panel drawn by the Departments, in consultation with expert/s in that discipline, before the Panel is approved by the Academic Council, in the form of a confidential proposal.

(Note: In the case of new departments, the first Panel of Experts shall be drawn by the Vice Chancellor, in consultation with the experts in the discipline concerned).

The English and Foreign Languages University, Hyderabad

Department of _____

*Proforma: Panel of Experts

Year: 2008-2009 and 2009-2010

Sl.No.	Name and Address of Expert/s (with tel.no./E.Mail Id)	Field of specialization	Whether connected to EFL-U or not	Remarks
1	2	3	4	5

Note: In the case of Retired persons, kindly indicate his/her residential address.

Signature

Head of the Department

Date:

4.4 PAYMENT OF HONORARIUM FOR ATTENDING MEETINGS AND REIMBURSMENT OF TELEPHONE CHARGES OF THE VARIOUS COMMITTEES

The outside members of the Executive Council and Finance Committee may be paid an honorarium (sitting fee) of Rs. 2000/-per meeting of these bodies or of their committees (or as per UGC rates for attending meeting by External Experts), in addition to TA/DA as per rules.

The outside members of the Purchase Committee may be paid an honorarium (sitting fee) of Rs. 1000/- per meeting in addition to TA/DA as per rules.

4.5 REIMBURSEMENT OF TELEPHONE BILLS

Reimbursement of telephone bills not exceeding Rs.1000/-per month or actual whichever is less to the faculty members who are entrusted with the following additional assignments

1. Proctor
2. All Deans
3. All Heads of Departments

4.6 RULES FOR PRESERVATION OF VARIOUS RECORDS CONCERNING ACADEMIC AND EXAMINATION MATTERS

	Name of the Record	Period of preservation in the Section	Period of preservation in the record office	Whether to preserve the records in a computer media/ floppy
A	MATTERS CONCERNING ADMISSIONS AND STUDENTS:			
(1)	Files containing the approval of admission to various courses	2 years	3 years	Yes
	(i) Personal files of students along with their applications for admission:			
	(a) Who are awarded degress by the University	1 Year after the Convocation in which the degree is awarded to the concerned student	10 years	--------
	(b) Who discontinue without completing their studies	2 Years after with-drawal of admission	3 years	---------
	(ii) Application of rejected candidates	1 year after closure of admission	------	------
(3)	Legal cases concerning admissions	3 years	Permanent	-------
(4)	Prosgpectus	6 months after inspection of the balance stock by the Internal Audit and after keeping in record the following number of copies permanently :	Permanent (2 copies for each year)	_____
		10 copies with DR (Acad) 5 copies with Labrary 2 copies with CE/Registrar 2 copies with the archival cell		
(5)	Application forms for admissions (Unused)	6 months after inspection of the balance stock by the Internal Audit and after keeping one set of application form in the Academic Section permanently	1 Set 1 Set in the Archival	--------
(6)	Enrolment Register	Permanent	---	Yes

(7)	Counter foils of : a) Transfer Certificate b) Migration Certificate	 3 years after Issue 3 years after Issue		 Yes (Only Cert. No. to be stored in a CD)
(8)	Evaluated answer books of th candidates for the Entrance Examinations	To be destroyes after 1 year of date of tohe Entrance examination	---	----
(9)	Question papers for the Entrance Examinations	To be destroyed after 1 year of the date of the entrance exam. After keeping permanently :		
		a) 2 sets of question paper in the Libaray ii) 2 sets with the DR iii) 2 sets with CE iv) 2 sets in the respective Departments v) 2 sets in the Archival Cell		
(10)	Attendance records of Students	To be preserved by the respectiveDepartments/ Academic Section and destroyed after one year of completion of the prescribed period of studies by the concerned students		
(11)	Year Book concerning students admissions, enrolment, award of scholarship etc	1) Permanent two bound copies to be preserved by the DR 2) 2 copies in the Lirary 3) 2 copies in the archival cell	Permanent (2 sets)	---
(12)	Disciplinary cases	3 years after completion of the course by the concerned student	Parmanent	

	Name of the Record	Period of preservation in the Section	Period of preservation in the record office	Whether to preserve the records in a computer media/ floppy
B	MATTERS CONCERNING EXAMINATIONS:			
(1)	Examinations application forms	One year after completion of the semester examination	---	---
(2)	Tabulation Register	Permanent	__	Yes
(3)	Result Files	Permanent		
(4)	Result Notification (Final Examinations)	Permanent *One bound set for each year to be kept with DR		
		*One set concerning the Department to be maintained Permanently by the respective Departments		

(5)	Counterfoils/Computerised Record of :			
	i) Marks Sheets	Permanent		
	ii) Provisional Certificate	Permanent		
	iii) Consolidated Mark Sheet	Permanent		
(6)	Printed Mark Sheets/Degrees (Unused)	Permanent		If become old, 1 or 2 copies to be kept for sample and the remaining to be shred for sale.
(7)	Degrees/Medals received back undelivered	Until they are delivered	----	----
(8)	Cancelled degrees	1 year after the Convocation and thereafter to be counted and destroyed by the CE in the presence of at least 3 Officers		
(9)	General correspondence regarding marks sheets, provisional certificates, degrees, award of degree in absential	1 year after the convocation	----	-----
(10)	Order of presentation degrees at the Convocation duly signed by the Vice-Chancellor/Chancellor	Permanent (with CE)		
(11)	General Correspndence regarding manufacture and award of medals	Permanent	---	---
(12)	Answer books of semester examinations	To be destroyed after one year of the semester exam. Under direct supervision of the Head of the Department Concerned	---	----
(13)	Examiner's reports on M.Phil/Ph.D. dissertation/project report/thesis	Permanent (Only) reports in bound volume/s subjectwise	---	----
(14)	File concerning University emblem, motto, etc.	Permanent	----	---
(15)	File concerning award of honorary degrees	Permanent	---	---
(16)	Question papers of the semester examinations	One set of question papers for each academic year to be preserved by the Department/Library	----	----
(17)	Printing of question papers for the entrance examination etc.,	All records to be destroyed after completion of the concerned examinations under the direct supervision of the Controller of Exams., in the presence of at least 3 Officers	---	---
(18)	Thesis/Dissertation copies of Ph.D/M.Phil.	1 copy in the respective Department and 1 copy in Library		

Note : Examination records will be preserved in the Section itself.

	Name of the Record	Period of preservation in the Section	Period of preservation in the record office	Whether to preserve the records in a computer media/ floppy
C MINUTES AND SUPPORTING PAPERS OF ACADEMIC BODIES :				
(1)	Academic Council/Standing Committee of the AC	Permanent	Two sets with copies of notice of meeting and Agenda to be kept in the custody of the DR	----
(2)	Board of Research Studies	Permanent	-As above- Also, two sets to be kept in custody of the Head of the Department concerned	---
(3)	Departmental Committees	Permanent	Two Copies with Copies of notice of Meeting and Agenda to be kept in the custody of the Head of the Department concerned	

REGULATIONS

1. Admission to all the Programmes of the University
2. Application form - Recognition of Teachers
3. Institution of Medals/Prizes
4. Medals/Prizes to be Instituted by individual/private organizations
5. Conduct of the Meeting of the Academic Council
6. Standing Committee of the Academic Council
7. Admission Committee
8. Grievance Committee (Teaching Staff)
9. Grievance Committee (Non-Teaching Staff)
10. Grievance Committee (Students)
11. Procedure for organizing the Convocation
12. Guidelines For drawing up Panel of Experts FOR the Selection Committees for the appointment of teachers
13. Conduct of the Meeting of the Court
14. Conduct of the Meeting of the Executive Council
15. Central Purchase Committee
16. Works (Maintenance) Committee
17. Powers of the Vice-Chancellor
18. Finance – Govt. of India Rules
19. Procedure and norms for appointment to the posts of Professor, Reader and Lecturer
20. Distribution and Management of Funds Generated by the University through Non-Formal Channels