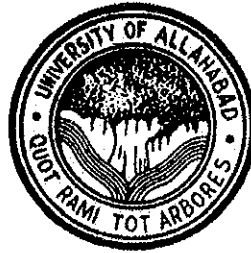
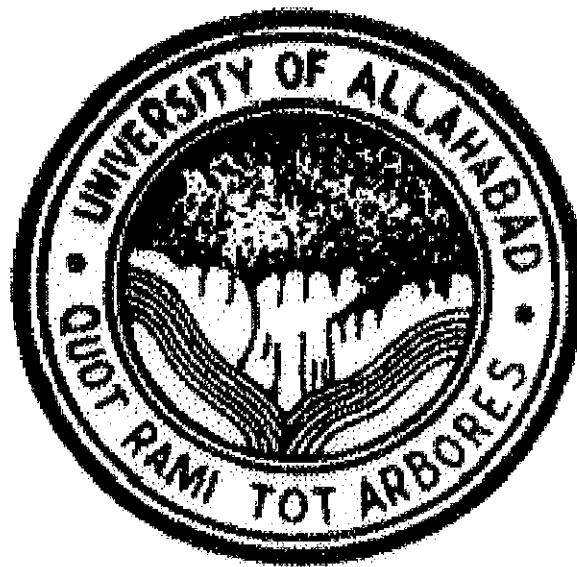


UNIVERSITY OF ALLAHABAD



**A CENTRAL UNIVERSITY**



**ACT, STATUTES &  
FIRST ORDINANCES  
(ENGLISH)**

# **ORDINANCE UNIVERSITY OF ALLAHABAD**

## **INDEX**

ORDINANCE No.	INDEX	PAGE No.
CHAPTER I ORDINANCE I	THE OFFICERS OF THE UNIVERSITY THE PRO VICE-CHANCELLOR	02 - 03
ORDINANCE II	THE DEANS OF THE FACULTIES	03 - 04
ORDINANCE III	THE REGISTRAR	04 - 07
ORDINANCE IV	THE FINANCE OFFICER	07 - 11
CHAPTER-II ORDINANCE V	FUNCTIONARIES OF THE UNIVERSITY HEADS OF DEPARTMENTS	12 - 13
ORDINANCE VI	THE DEAN OF RESEARCH AND DEVELOPMENT	13 - 14
ORDINANCE VII	THE DEAN OF COLLEGE DEVELOPMENT	15 - 16
ORDINANCE VIII	THE DEAN STUDENTS WELFARE	16 - 17
ORDINANCE IX	THE PROCTOR	18 - 19
ORDINANCE X	THE LIBRARIAN	19 - 20
ORDINANCE XI	THE BOARD OF FACULTIES	20 - 27
ORDINANCE XII	SELECTION COMMITTEES FOR APPOINTMENTS OF TEACHERS	27 - 33
ORDINANCE XIII	APPOINTMENTS OF CHAIRS AND EMERITUS PROFESSORS AND ADJUNCT FACULTY,	33 - 34
ORDINANCE XIV	THE BOARD OF STUDIES	35 - 38
ORDINANCE XV	THE DEPARTMENTAL COMMITTEE	38 - 39
ORDINANCE XVI	PLANNING AND DEVELOPMENT BOARD	39 - 42
ORDINANCE XVII	THE BUILDING AND WORKS COMMITTEE	42 - 44
ORDINANCE XVIII	THE DEAN COLLEGE DEVELOPMENT COUNCIL	44 - 46
ORDINANCE XIX	THE INTERNATIONAL STUDENTS ADVISORY BOARD	46 - 49
ORDINANCE XX	THE LIBRARY SYSTEM AND LIBRARY COMMITTEE	49 - 55
ORDINANCE XXI	THE BOARD OF STUDENT WELFARE	55 - 57
ORDINANCE XXII	THE BOARD OF HEALTH	57 - 59
ORDINANCE XXIII	THE DELEGACY AND THE BOARD OF RESIDENCE	59 - 74
ORDINANCE XXIV	THE BOARD OF DISCIPLINE	74 - 79
ORDINANCE XXV	THE WOMEN ADVISORY BOARD	79 - 80
ORDINANCE XXVI	UNIVERSITY COLLEGE MAINTAINED BY THE UNIVERSITY	80 - 86
ORDINANCE XXVII	UNIVERSITY INSTITUTES, INDEPENDENT CENTRES AND SCHOOLS	86 - 97
ORDINANCE XXVIII	THE INSTITUTE OF INTER-DISCIPLINARY STUDIES	97 - 102
ORDINANCE XXIX	THE INSTITUTE OF PROFESSIONAL STUDIES	102 - 106
ORDINANCE XXX	THE NATIONAL CENTRE OF EXPERIMENTAL MINEROLOGY AND PETROLOGY	106 - 108
ORDINANCE XXXI	THE CENTRE OF BEHAVIOURAL AND COGNITIVE SCIENCES	108 - 109
ORDINANCE XXXII	THE INSTITUTE OF CORRESPONDENCE COURSES AND CONTINUING EDUCATION	109 - 116
ORDINANCE XXXIII	UNIVERSITY COLLEGES MAINTAINED BY THE UNIVERSITY	116 - 117
ORDINANCE XXXIV	CONSTITUENT INSTITUTES	117 - 122
ORDINANCE XXXV	CONSTITUENT COLLEGES	122 - 156
ORDINANCE XXXVI	GRANT OF AUTONOMOUS STATUS TO CONSTITUENT COLLEGES	156 - 166
ORDINANCE XXXVII	TEACHING AND ACADEMIC STAFF	166 - 167
ORDINANCE XXXVIII	SELECTION AND APPOINTMENT OF TEACHERS (INCLUDING PRINCIPAL IN THE CONSTITUENT COLLEGES)	168 - 176

# INDEX

ORDINANCE No.	INDEX	PAGE No.
ORDINANCE XXXIX	QUALIFICATIONS FOR APPOINTMENT TO THE POST OF TEACHERS (INCLUDING PRINCIPALS) IN THE UNIVERSITY AND CONSTITUENT COLLEGES	176 - 184
ORDINANCE XLI	CONDITIONS OF SERVICE OF TEACHERS OF THE UNIVERSITY	185 - 199
ORDINANCE XLII	CONSIONS OF SERVICE OF TEACHERS OF THE CONSTITUENT COLLEGES	199 - 213
ORDINANCE XLIII	LEAVE RULES FOR TEACHERS OF THE UNIVERSITY AND THE CONSTITUENT COLLEGES	213 - 235
ORDINANCE XLIV	PART TIME LECTURERS AND GUEST FACULTY	235 - 240
ORDINANCE XLV	CAREER ADVANCEMENT OF TEACHERS OF THE UNIVERSITY	240 - 247
ORDINANCE XLVI	CAREER ADVANCEMENT OF TEACHERS OF THE CONSTITUENT COLLEGES	247 - 254
ORDINANCE XLVII	ACADEMIC STAFF OTHER THAN TEACHERS	254 - 255
ORDINANCE XLVIII	CLASSIFICATION AND APPOINTMANT OF THE NON-TEACHING STAFF OF THE UNIVERSITY	255 - 256
ORDINANCE XLIX	CLASSIFICATION AND APPOINTMANT OF THE NON-TEACHING STAFF OF THE CONSTITUENT COLLEGES	256 - 257
ORDINANCE L	TERMS AND CONDITIONS OF SERVICE OF NON-TEACHING EMPLOYEES OF THE UNIVERSITY AND THE CONSTITUENT COLLEGES	257 - 310
ORDINANCE LI	ACADEMIC PROGRAMMES AND THE ORGANIZATION AND CONDUCT OF TEACHING	310 - 314
ORDINANCE LII	GENERAL PROVISION OF ADMISSION	314 - 321
ORDINANCE LIII	ADMISSION TO COURSES OF STUDY UNDER THE UNIVERSITY	321 - 325
ORDINANCE LIV	GENERAL PROVISIONS ON COURSES OF STUDY	325
ORDINANCE LV	THE ORGANIZATION AND CONDUCT OF RESEARCH	325 - 326
ORDINANCE LVI	THE DOCTOR OF PHILOSOPHY PROGRAMME	326 - 343
ORDINANCE LVII	THE MASTER OF PHILOSOPHY	344
ORDINANCE LVIII	THE DEGREES OF DOCTOR OF LETTERS, DOCTOR OF SCIENCE AND DOCTOR OF LAW	344
ORDINANCE LIX	THE AWARD OF FELLOWSHIP, SCHOLARSHIPS, STUDENTSHIP, MEDALS AND PRIZES.	345
ORDINANCE LX	THE ORGANIZATION AND CONDUCT OF EXAMINATIONS	345 - 353
ORDINANCE LXI	GENERAL PROVISIONS ON EXAMINATIONS	353 - 358
ORDINANCE LXII	CONVOCATIONS AND INVERSTITURES	358 - 359
ORDINANCE LXIII	THE REGISTRATION OF GRADUATES	359 - 363
ORDINANCE LXIV	ADMINISTRATIVE RULESAND PROCEDURES	363 - 364
ORDINANCE LXV	APPOINTMENT OF COMPASSIONATE GROUNDS	364 - 367
ORDINANCE LXVI	ASSOCIATION OF THE STAFF AND THE STUDENTS	367 - 369
ORDINANCE LXVII	GENERAL ASSOCVIATIONS OF REPRESENTATIVE COUNCILS OF STUDENTS	369 - 370

**भारत का राजपत्र**  
**The Gazette of India**

असाधारण

EXTRAORDINARY

भाग II—खण्ड I

PART II—Section 1

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PUBLISHED BY AUTHORITY

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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।  
Separate paging is given to this Part in order that it may be filed as a separate compilation.

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GOVERNMENT OF INDIA  
MINISTRY OF HUMAN RESOURCE DEVELOPMENT  
(DEPARTMENT OF SECONDARY AND HIGHER EDUCATION)

UNIVERSITY OF ALLAHABAD, ALLAHABAD

THE ORDINANCES OF THE UNIVERSITY

NOTIFICATION

No.: C-187/A-3/VC-08

Dated: Allahabad, the 9th February, 2008

The Vice-Chancellor, in exercise of the powers conferred by sub-section (2) of Section 29 of the University of Allahabad Act, 2005, hereby makes the first Ordinances of the University, as set forth in the APPENDIX. Notification

The previous approval of the Central Government has been accorded to the Ordinances, vide letter of the Ministry of Human Resource Development, Department of Secondary and Higher Education, No. F.32-24/2006-Desk (U), dated New Delhi, the 1st February, 2008.

The Ordinances shall come into force with immediate effect.

Report of  
Teachers

1. Name of the Teacher:
2. Designation:
3. Department/University College/University Institute/independent Centre to which attached:
4. Academic qualifications obtained, distinctions attained, awards received and other notable achievements, if any, during the Academic Year:
5. Details of the research and other publications during the Academic Year:
6. Details of the National, International and other Seminars/Conferences/Workshops attended during the Academic Year and of the Addresses given, Papers read or other presentations made thereat:
7. Special Lectures/orations, etc., delivered (other than those noted in Column 6) during the Academic Year:
8. Details of the research work done during the Academic Year, including Projects commenced, in progress or completed:
9. Details of Consultancy work undertaken, if any, during the Academic Year:
10. Number of Research Scholars working under the guidance of the Teacher during the Academic Year:
11. Number of Research Scholars who were working under the guidance of the Teacher and have been conferred a research degree during the Academic Year:
12. Titles of the Papers/Courses taught in the institution during the Academic Year and the total number of Lectures (excluding tutorial and practical classes) delivered to the same:
13. Administrative positions held in the institution during the Academic Year:
14. Remarks:

I HEREBY DECLARE that the contents of this Academic Progress Report are true to my personal knowledge.

Dated: \_\_\_\_\_

\_\_\_\_\_  
*Signature of the Teacher*

Counter-signed.

\_\_\_\_\_  
*Signature of the Counter-signatory*

Designation: \_\_\_\_\_

Dated: \_\_\_\_\_

**ORDINANCE XLII: CONDITIONS OF SERVICE OF TEACHERS OF THE  
CONSTITUENT COLLEGES**

*(Under clause (2) of Statute 31)*

**ORDINANCE**

Conditions of  
service of  
Teachers of the  
Constituent  
Colleges

1. For the purposes of this Ordinance, except where the context otherwise requires—

- (i) "College" means a Constituent College;
- (ii) "Governing Body" means the Governing Body of the College;
- (iii) "Principal" means the Principal of the College;
- (iv) "teacher" means a teacher of the College, appointed on the recommendation of a regular Selection Committee and serving, in whole-time capacity, on an approved post, and includes the Principal.

2. (a) Every appointment, by direct recruitment, of a teacher on a permanent post, shall in the first instance be on probation for a period of one year, which may be extended, under prior intimation to the Vice-Chancellor, for a period not exceeding one year.

**EXPLANATION:** For the purposes of this sub-clause, the term "one year" shall mean 365 days of service, except where the month of February has an additional day on account of a Leap year, in which case it shall mean 366 days of service, and in the computation thereof any period during which the teacher on probation has availed of leave of any description without pay, or has been absent without leave, shall not be included.

(b) Where the work and conduct of a teacher appointed on probation is considered satisfactory, the Governing Body may, at the end of the period, including extended period, of probation, under prior intimation to the Vice-Chancellor, confirm the teacher.

(c) No order of confirmation under sub-clause (b) shall be made by the Governing Body in the case of any teacher, other than Principal, except after considering the report of the Principal and, unless such teacher is the Convenor of the Staff Committee of the subject concerned, also of the Convenor of such Staff Committee.

(d) Where the post, to which a teacher, other than Principal, has been appointed on probation, is abolished or deployed elsewhere, or the services of the Principal or other teacher appointed on probation are no longer required, the Governing Body may, with the approval of the Vice-Chancellor, dispense with his services during the period, including extended period, of probation.

(e) Where the work or conduct, or both, of a teacher, appointed on probation is, or are, not considered satisfactory, the Governing Body may, during or on the expiry of the period, including extended period, of probation, after considering, in the case of a teacher other than Principal, of the Principal and, unless such teacher is the Convenor of the Staff Committee of the subject concerned, also of the Convenor of such Staff Committee, or any other report of a competent functionary, endorsed by the Principal, in respect of the work or conduct of such teacher, terminate his services:

Provided that the order of the termination of the services of a teacher shall not be issued, except with the approval of the Vice-Chancellor.

(f) An order of termination of services, under sub-clause (e), shall not be made by the Governing Body, except after notice to the concerned teacher giving him an opportunity of explanation in respect of the grounds on which his services are proposed to be terminated:

Provided that if such notice is given before, or on, the date of the expiry of the period, including extended period, of probation, the period shall stand extended up to the date on which the order of termination is communicated to the teacher concerned.

3. (a) Where a teacher has been appointed in a College, on the recommendation of a regular Selection Committee, to a temporary post of Principal or Lecturer, and such

post subsequently becomes permanently vacant, or in the case of a teacher appointed to, and serving on, a temporary post of Lecturer, another permanent post of Lecturer becomes available in the same subject, the Governing Body may, with the prior approval of the Vice-Chancellor, appoint such teacher on permanent basis to the concerned post, without further reference to a regular Selection Committee.

(b) Where teacher referred to in sub-clause (a), has, before permanent appointment, served on the temporary post concerned continuously for a period of not less than two years, the Governing Body may, with the prior approval of the Vice-Chancellor, direct that such teacher shall not be required to serve on probation prior to his confirmation.

4. (a) The written contract specified sub-clause (a) of clause 6 of Ordinance XXXV (hereafter in this Ordinance referred to as "the contract of service") shall be in the form set out in **SCHEDULE I** to this Ordinance, and every teacher shall sign the contract of service before he enters upon his duties, or as soon as possible thereafter:

Provided that the contract of service shall be signed on behalf of the College by the Chairperson of the Governing Body or, if so authorised by the Governing Body, by the Treasurer of the Governing Body.

(b) A teacher in the service of the College on a temporary post, who is appointed to a permanent post under the provisions of sub-clause (a) of clause 3, or in a teacher serving as Lecturer, who is granted the designation of Reader, under the provisions of clause 6 of Ordinance XXIX, in continuation with his service as Lecturer, shall not be required to enter into a new contract of service and instead the change in the nature of his appointment shall be appropriately recorded in the initial contract of service, under the signatures of the teacher and the Chairperson of the Governing Body, or in the circumstance referred to in the proviso to sub-clause (a), the Treasurer of the Governing Body, in the presence of the Registrar or a functionary deputed by him for the purpose.

(c) In the case of a teacher in service as such on the date immediately preceding the commencement of the Act and continuing in service upon such commencement, the contract of service with the College, or the authoritative document or instrument specifying the terms and conditions of his appointment and service, as the case may be, subsisting on the said date, shall continue to be in force, subject to the provisions of the Act, the Statutes, the Ordinances and the Regulations, and shall be deemed to have been modified in accordance with such provisions, pending the execution of the contract of service set out in **SCHEDULE I** to this Ordinance.

(d) The terms and conditions of the service of the teacher, including emoluments, entitlements or privileges as to leave, leave salary, allowances and terminal benefits, obligations as to the duties to be performed by him, and the disciplinary rules and procedures applicable to him, shall be such as may be prescribed by the Statutes, the Ordinances and the Regulations, as amended from time to time, and the rules made, or directions issued, from time to time, by the authorities of the University and by the Governing body of the College, in matters in respect of which they are empowered, by the Act, Statutes, Ordinances and Regulations, to make such rules or issue such directions.

(e) The terms and conditions, referred to in sub-clause (d), shall be integral to the contract of service and shall include such other conditions as may be embodied in such contract of service.

5. (a) Except in the case of a teacher referred to in sub-clause (e) of clause (2), the contract of service, and the engagement thereunder, of a teacher appointed on probation, or in temporary capacity, may be terminated by one month's notice on either side, or by payment, by the party choosing to terminate the said engagement, of

a sum equivalent to one month's salary in lieu of such notice:

Provided that where, in the case of a teacher appointed in temporary capacity —

- (i) such engagement is for a period of less than one month; or
- (ii) the duration of such engagement has already been specified or notified to the teacher concerned in advance and the said engagement is terminated in accordance with the term so specified or notified; or
- (iii) such engagement has been determined by the Governing Body under the provisions of sub-clause (a), (d), (e) or (i) of clause 7,

neither notice, nor payment of salary in lieu of notice, shall be necessary.

(b) A confirmed teacher may, at any time, terminate the contract of service, and the engagement thereunder, by giving the Governing Body three month's notice in writing, or by payment to the College of an amount equal to three months' salary in lieu of notice, but where the teacher terminates such engagement for breach of any of the terms of the contract of service by the College no such notice shall be necessary.

(c) Notice or payment of salary in lieu of notice, for the termination, by the College, of the contract of service of a teacher, shall not be necessary where a teacher has been dismissed or removed from service, or his services have been terminated, for misconduct or on any other ground under the provisions of sub-clause (a), (d), (e) or (i) of clause 7.

6. (a) A teacher shall at all times maintain absolute integrity and devotion to duty, and shall obey, and to the best of his ability carry out, the lawful directions of any functionary or body of the College, to whose authority he is, while the contract of service is in force, subject, under the provisions of the Act, the Statutes, the Ordinances and the Regulations and the decisions of the Executive Council or the Vice-Chancellor in respect of matters in which they are empowered by, or under, the said provisions to take such decisions, in respect of the organisation and conduct of instruction or teaching and the examinations of the students, and the discipline, welfare and residential supervision of the students, and shall take part in such other work in the College, as may be required of, or entrusted to, him in connection with academic, co-curricular, extra-curricular and extension activities and the corporate life of the College.

(b) Every teacher shall draw up a report on his academic progress for each academic year (hereafter in this clause referred to as "the Annual Academic Progress Report") in the form set out in **SCHEDULE II** to this Ordinance, and shall submit such Annual Academic Progress Report, along with two copies thereof, ordinarily within two weeks of the date of commencement of the immediately ensuing academic year.

(c) The Annual Academic Progress Report shall be submitted to the Convenor of the Staff Committee of the subject professed by the teacher, and after the original Report and the two copies thereof have been counter-signed by such Convenor, the original Report shall be forwarded by the counter-signatory to the Principal and the first and second copies thereof shall, respectively, be retained at the office of the said Convenor and returned to the teacher concerned:

Provided that such counter-signatory shall forward his own Annual Academic Progress Report directly to the Principal:

Provided further that the Annual Academic Progress Report shall be counter-signed by the Chairperson of the Governing Body and retained in the office of the Principal.

7. (a) Where —

- (i) a teacher is detained in custody for a period exceeding forty-eight hours, it shall be his duty to inform the College of the same at the earliest available



opportunity;

- (ii) a case against a teacher in respect of any criminal offence is under trial, it shall be his duty to inform the College of the same as soon as he comes to know about it; or
- (iii) a teacher has been convicted for an offence, and sentenced upon such conviction to a term of imprisonment exceeding forty-eight hours, it shall be his duty to inform the College of the same forthwith,

and any failure on the part of the teacher to so inform the College shall be regarded as misconduct, and shall render him liable for disciplinary action on that ground alone.

(b) The provisions of sub-clause (h) of clause 6 of Ordinance XXXV, in respect of suspension, shall also apply where a disciplinary proceeding is contemplated or is pending against a teacher, or a case against him in respect of any criminal offence is under investigation, enquiry or trial.

(c) A teacher shall be deemed to have been placed under suspension by an order of the Governing Body —

- (i) with effect from the date of his detention, if he is detained in custody for a period exceeding forty-eight hours;
- (ii) with effect from the date of his conviction for an offence, if, in the event of such conviction, he is sentenced to a term of imprisonment exceeding forty-eight hours, in case he is not already under suspension in connection with his prosecution for such offence, and such suspension shall continue till the conclusion of disciplinary proceedings in the matter:

Provided that the period of forty-eight hours shall be computed, in respect of a case referred to in serial number (i) from the commencement of the detention, and in respect of a case referred to in serial number (ii) from the commencement of the imprisonment after the conviction and for this purpose, intermittent periods of imprisonment, if any, shall be taken into account.

(d) Where a teacher has been convicted for an offence involving moral turpitude, the Governing Body shall be entitled to institute disciplinary proceedings against him, upon considering a report of the Chairperson of the Governing Body in the case of the Principal, or the Principal in the case of any other teacher, to that effect, and he shall be liable to be dismissed from service in consequence thereof.

(e) Where a teacher is, upon conviction for an offence, sentenced to any term of imprisonment, the Governing Body shall be entitled to institute disciplinary proceedings against him and award such penalty, including dismissal or removal from service, or termination of services, as it may deem appropriate after considering the recommendations of the enquiry in the matter.

(f) An order of suspension made under the provisions of sub-clause (h) of clause 6 of Ordinance XXXV or of sub-clause (b), or deemed to have been made under the provisions of sub-clause (c), shall continue to remain in force until it is modified or revoked by the Governing Body:

Provided that the Governing Body, on the recommendation of the Review Committee constituted for the purpose, shall review such order of suspension before the expiry of ninety days from the date thereof, and pass orders either extending or revoking the suspension:

Provided further that subsequent reviews shall be made before the expiry of the extended period of suspension, and the extension of suspension shall not be for a period exceeding one hundred and eighty days at a time, except in extraordinary circumstances to be recorded in writing by the Governing Body.

(g) A teacher shall, during the period of his suspension, under the provisions referred

to in sub-clause (f), be entitled to get subsistence allowance in accordance with the relevant provisions of the Financial Rules of the Government of India, as amended from time to time, which shall *mutatis mutandis* apply to the matter.

(h) Subject to the provisions of this clause, the grounds of misconduct of a teacher, leading to disciplinary proceedings, shall *inter alia* include wilful neglect of duty, breach of any of the terms of the contract of service, academic dishonesty, dishonesty connected with the examinations of the University, submission of false documents or information, failure to disclose or communicate to the Collège and the University such information as is obligatory on the part of the teacher, under the provisions of the Statutes, the Ordinances or the Regulations, to so disclose or communicate, sexual harassment, as defined in clause (xxv) of Rule 4, of the Rules under Ordinance L, and scandalous conduct or conduct bringing the College or the University into disrepute.

(i) The provisions of Rules 70, 71, 74, 76 and 77 of the Rules, prescribed by the Rules under Ordinance L, shall *mutatis mutandis* apply to the conduct and procedure of disciplinary proceedings under the provisions of this clause.

(j) The Governing Body may, where it is of opinion that the circumstances do not warrant the dismissal or removal from service, or the termination of the services, of a teacher, in pursuance of disciplinary proceedings under the provisions of this clause, pass a resolution, specifying reasons, inflicting a lesser punishment, including retiring him compulsorily from service, recording a censure, reprimand or warning in his service record, recovery from his pay of the whole or part of any pecuniary loss caused by him to the College or the University by misrepresentation, negligence or breach of orders, reducing his pay or withholding increments of his salary, or both, whether for a specified period or otherwise, with or without cumulative effect or adverse effects on his pension, depriving him of his pay during the period of his suspension, if any, etc.

(k) A teacher may be removed from service, in accordance with the provisions of sub-clauses (j) and (k) of clause 6 of Ordinance XXXV, on grounds of incompetence or physical or mental unfitness, not being a case of such disability as does not disentitle the teacher from appointment, or continuation, as such under the provisions of The Persons with Disabilities (Equal Opportunities, Protection of Rights and Full Participation) Act, 1995, as amended from time to time.

(l) The provisions of sub-clause (k) of clause 6 of Ordinance XXXV shall also apply to cases of the termination of the services of a teacher under the provisions of this clause:

Provided that the provisions of the said sub-clause (k), and of this clause, shall not apply to an order of compulsory retirement of a teacher after he attains the age of fifty years or of the termination of service of a temporary teacher, notwithstanding that such order is based on any charge, if such order does not disclose on its face that it was passed on such basis.

(m) Where, immediately before the order of dismissal or removal from service or the termination of the services of a teacher under the provisions of this clause, such teacher was under suspension, and such order is set aside or declared or rendered void in consequence of any proceedings under the Act, the Statutes or the Ordinances, or otherwise, and the appropriate functionary or body of the College decides to hold a further enquiry against him, the suspension order shall be deemed to have continued in force on and from the date of the original order of dismissal, removal or termination of services.

(n) All decisions of the Governing Body, under this clause, to dismiss or remove teachers from service, or terminate their services, shall require the prior approval of the Vice-Chancellor, and all other penalties awarded to teachers under this clause shall be intimated to the Vice-Chancellor.

(o) A teacher dismissed from service on grounds of misconduct shall not be employed

again, in any capacity, in the College and the University, including any institution maintained by it, and in the other institutions admitted to the privileges of the University.

8. (a) The teacher shall devote his entire time to the service of the College, and shall not engage, directly or indirectly, in any trade or business whatsoever, except with the permission granted by the Governing Body, in accordance with the provisions of the Ordinances or, pending the promulgation of the same, the provisions of the rules laid down by the Executive Council in that regard, or in any tuition or coaching, whether privately or in a tuition or coaching establishment, or private practice, or such other consultative or advisory work to which any emolument or honorarium is attached, or any other such work or activity as may detract from or interfere with the proper discharge of his duties:

Provided that this prohibition shall not apply to work of an academic or advisory nature for, or work undertaken in connection with the examinations organised or conducted by, Universities, including institutions deemed to be Universities and other institutions of higher education, statutory educational authorities, the Union and State Public Service Commissions, national funding agencies or Government, subject to such limits as may be prescribed by the Ordinances and such rules as may be laid down by the Executive Council in that regard:

Provided further that the said prohibition shall also not apply to acceptance of any position as Visiting Professor, Visiting Fellow, Visiting Lecturer, Adjunct Faculty or other similar assignments, including Guest Faculty, within or outside the College, subject to such limits on the number or workload of such assignments as may be laid down by Governing Body on the basis of the rules made in that regard by the Executive Council.

(b) The limits of additional remunerative work permissible to teachers, including remunerative work performed in connection with the examinations of the entities referred to in the first proviso to sub-clause (a), other than the Union or a State Public Service Commission or a national funding agency or Government, and of holding remunerative offices in or under the University, shall be such as may be laid down by the Ordinances or, pending the promulgation of the same, by the Executive Council.

(c) The age of superannuation of a teacher shall be as determined, from time to time, by the Central Government or, in pursuance of a decision of the Central Government, by the University Grants Commission, and the teacher shall retire by superannuation on the date immediately preceding the day on which he attains such age of superannuation:

Provided that where the said date does not fall on June 30 in a Calendar Year, the teacher shall continue on re-employment up to June 30 in the immediately ensuing Calendar Year:

Provided further that a teacher on re-employment under the provisions of the preceding proviso may, under the directions or rules issued by the University Grants Commission, and in accordance with the procedure and process of assessment prescribed in such directions or rules, be granted further re-employment for such period as may be provided therein.

(d) Subject to provisions to the contrary in the rules made, in respect of teachers on re-employment under the provisions of sub-clause (c), by the Executive Council, on the basis of the rules of the Central Government or the directions of the University Grants Commission in that regard, a teacher on such re-employment shall, for the duration of such re-employment, be entitled to the last pay drawn, excluding pension and the commutation value of pension —

(ii) not earn any increment in his scale of pay and any further benefit of pension

- or provident fund;
- (iii) not hold any such office, as functionary or member of an authority or other body, as was held by him, immediately before his superannuation, by virtue of seniority alone in the subject professed by him and in the College or he Colleges taken together; and
- (iv) be entitled to such leave as may be prescribed in that regard by the Ordinances:
- (e) The teacher shall report for duty to the College on all working days, except periods of leave, vacation, recess or presence elsewhere in connection with duty or on officially assigned work, and shall abide by the provisions in respect of presence in such academic unit and quantum of workload, as specified in the guidelines of the University Grants Commission in that regard or the directions, in furtherance of such guidelines, issued by the Academic Council, or on the recommendation of the Academic Council, by the Executive Council, or by the vice-Chancellor under intimation to the Executive Council and the Academic Council.
- (f) The provisions of Rules 50, 51, 54, 55, 56, 59, 60 and 61 of the Rules, prescribed by the Regulations under Ordinance LIII, shall *mutatis mutandis* apply to teachers.
- (g) Subject to the provisions of the Act, the Statutes, the Ordinances and the Regulations, the teacher may publish his academic, literary, artistic or scientific work and present his academic work and views in any academic, literary, artistic or scientific forum, conference or other conclave, and through any medium of communication, and may publish or edit, or publish and edit, journals of an academic, literary, artistic or scientific nature, but shall inform the College of his involvement or editorial participation in any publication that is not of such nature.
- (h) A teacher shall inform the College of any consultancy or project work being undertaken by him, not being consultancy or project work assigned by, or through the medium or with the concurrence of, the College, and shall abide by the rules laid down in that regard by the Ordinances or, pending the promulgation of the same, by the Executive Council.
- (i) Where a teacher is continuing on his current post on the strength, or in consequence, of a Stay Order issued by a competent Court, or other authority, on the petition, or representation, filed by him, he shall not be eligible to receive any further service benefit or privilege, except such service benefits or privileges for which specific provision has been made in the Stay Order, and where any such service benefit or privilege has been granted pending the final decision on the said petition or representation, such service benefit or privilege shall be subject to the said final decision:
- Provided that in case, in the mean time, the teacher has, under the said specific provision, been granted promotion, or has been appointed by direct recruitment, to any other post for which he fulfilled the prescribed qualifications *inter alia* on the strength of his experience on the said current post, the teacher shall be deemed to be temporarily promoted or, as the case may be, temporarily appointed, to the post concerned, and such temporary promotion or temporary appointment shall stand withdrawn upon the discharge of the said Stay Order, except where the said petition or representation of the teacher has been allowed finally.
- (j) The provisions in respect of the compulsory or voluntary retirement of a teacher shall be such as may be laid down by the Ordinances or, pending the promulgation of the same, by the Executive Council.

9. Where under the provisions of the Act, the Statutes, the Ordinances or the Regulations, a teacher is required to be served with any notice and such teacher is not

in station, the notice may be sent to him by Registered Post at his last known address.

10. (a) The principles and rules for the determination of the seniority of teachers of the Colleges, and the procedure for the resolution of disputes arising in respect of their *inter-se* seniority, shall be as prescribed by clause 11.

(b) The provisions of clause 11 shall not affect the *inter se* seniority of Principals and other teachers working in the Colleges before the date immediately preceding the commencement of the Act.

(c) The Principal shall be responsible for maintaining a complete and up-to-date list of the other teachers of the College arranged in the order of seniority, in accordance with the provisions of this clause and clause 11, which shall indicate the details of the appointment, the confirmation and the subject, in respect of each such teacher and also in respect of the Principal (hereafter in this Ordinance referred to as "the Seniority List").

(d) The Principal shall, as soon as possible after the commencement of this Ordinance, submit the Seniority List, as on the date of such commencement, to the Registrar.

(e) The Principal shall submit, once in each academic year, and also whenever called for by the Registrar, by such date as may be specified by the Registrar for the purpose, the Seniority List, as on such date.

(f) The Registrar shall, after considering the Seniority Lists of the Colleges, submitted under the provisions of sub-clause (d), cause to be drawn up, for the Colleges taken together, the general and subject-wise Seniority Lists, separately for the Principals and the other teachers, and shall ensure that the same are maintained up-to-date on the basis of the Seniority Lists submitted under the provisions of sub-clause (e).

11. (a) The Principal shall be deemed senior to the other teachers of the College.

(b) The following rules shall apply in the determination of the *inter-se* seniority of Principals —

- (i) the *inter se* seniority of Principal shall be determined, in relevant cases with reference to the provisions of serial numbers (ii), (iii) (iv) and (v), by the length of continuous service from the date of taking charge of the post in the concerned College after appointment on permanent basis;
- (ii) the Principal shall not be included in the Seniority List during the period, including extended period, of his probation, but upon confirmation shall be eligible for inclusion in the said List, with effect from the date of his appointment on probation;
- (iii) a Principal on temporary appointment, after reference to the regular Selection Committee, shall be placed in the seniority order below Principals serving on permanent basis, but upon appointment on permanent basis, in the prescribed manner, shall be eligible for the inclusion of the period of his continuous service following such temporary appointment, for the purpose of determining his seniority;

Provided that that the determination of the seniority of such Principal after the inclusion of the said period shall not affect the existing seniority of another Principal who was appointed as such on permanent basis on a date prior to the date of the permanent appointment of the former;

- (iv) a Principal shall, after confirmation, be eligible, subject to the provisions of serial numbers (i), (ii) and (iii), for the grant of credit of the immediately preceding period of his service, in confirmed capacity, on the post of Principal in another College of this University or in a College of similar status of another Central University (hereafter in this sub-clause referred to

as "the earlier service") for the purpose of determining the length of his continuous service as such:

Provided that such credit of earlier service, shall not be granted on retrospective basis to a Principal appointed as such prior to the date of the commencement of this Ordinance;

(v) where two or more Principals are eligible for counting the same length of continuous service as such, their *inter-se* seniority shall be determined in the following manner—

- (1) the length of service as Professor, or if the same is identical, or there is no such service, the length of service as Reader shall be taken into consideration;
- (2) where the length of service as Reader is also identical, or there is no such service, the length of service as Lecturer shall be taken into consideration; and
- (3) where the length of service as Lecturer is also identical, or cannot be determined under the provisions of this sub-clause, seniority in age shall be taken into consideration:

Provided that the service as Professor or Reader, referred to in items (1) and (2), should have been in confirmed capacity, or by promotion on the basis of statutory instruments, and in this University, or an institution maintained by it or admitted to its privileges, or in another Central University; and

(vi) the application of a Principal for the grant of the benefit of the provisions of serial number (ii) or (iii), or of credit of his earlier service under the provisions of serial number (iv), shall be submitted to the Registrar, who shall place the same, along with his recommendations thereon, in accordance with the provisions of this sub-clause, to the Vice-Chancellor for orders, and shall circulate such orders to the Principals and also duly amend the Seniority List on that basis.

(c) The following rules shall apply in the determination of the *inter-se* seniority of teachers other than Principals (hereafter in this sub-clause referred to as "the teachers")—

(i) the *inter se* seniority of teachers shall be determined, in relevant cases with reference to the provisions of serial numbers (ii), (iii) and (iv), by the length of continuous service from the date of taking charge of the post in the concerned College after appointment on permanent basis:

Provided that the *inter se* seniority amongst two or more teachers appointed, at the same time, to the same subject, instead of being governed by the criterion of length of continuous service, shall be determined in accordance with their place in the order of preference or order of merit governing them under the provisions of clause (4) of Ordinance XXXVIII;

(ii) a teacher appointed on probation shall not be included in the Seniority List during the period, including extended period, of probation, but shall upon confirmation be entitled to be included in the said List with effect from the date of his appointment on probation;

(iii) a teacher appointed to a temporary post on the recommendation of a regular Selection Committee shall not be included in the Seniority List during the period of his temporary service, but shall, after confirmation, following appointment, in the prescribed manner, to a permanent post, be eligible, subject to the provisions of serial number (ii), for the inclusion of the period of his continuous temporary service for the purpose of determining seniority:

Provided that the determination of the seniority of such teacher after the inclusion of the said period of temporary service shall not affect the existing seniority of another teacher who was appointed as such on permanent basis on a date prior to the date of the permanent appointment of the former;

- (iv) a teacher shall, after confirmation, be eligible, subject to the provisions of serial numbers (i), (ii) and (iii), for the grant of credit of the immediately preceding period of his service, in confirmed capacity, on a post of the same rank or grade (hereafter in this sub-clause referred to as "the earlier service") in this University or an institution maintained by it or admitted to its privileges, for the purpose of determining the length of his continuous service as such:

Provided that such credit of earlier service in an institution of higher education (not being this University or an institution maintained by it or admitted to its privileges) shall be governed by the provisions of sub-clause (d), read with the proviso to serial number (iv) of sub-clause (c), of clause 11 of Ordinance XLI, which shall apply *mutatis mutandis* to the matter:

Provided further that such credit of earlier service, shall not be granted on retrospective basis to a teacher appointed prior to the date of the commencement of this Ordinance;

- (v) where two or more teachers are eligible for counting the same length of continuous service as such, their *inter-se* seniority shall be determined on the basis of seniority in age; and
- (vi) the application of a teacher for the grant of the benefit of the provisions of serial number (ii) or (iii), or of credit of his earlier service under the provisions of serial number (iv), shall be submitted to the Registrar, through the Principal, who shall place the same, along with his recommendations thereon, in accordance with the provisions of this sub-clause, to the Vice-Chancellor for orders, and shall issue such orders to the concerned teacher, through the Principal, and also duly amend the Seniority List on that basis.

(d) Where the *inter se* seniority of two or more teachers is determinable without ambiguity under the provisions of this clause, but has not been declared as such earlier, any declaration thereof by the Registrar, on the request of a teacher or otherwise, shall not be a cause of action for the raising of any dispute for the purposes of this clause, but any teacher who is aggrieved with the contents of any such declaration, on the ground of the misapprehension or disregard therein of admissible rules or relevant facts, may submit, within thirty days of the date of such declaration, an application for a review of the said contents —

- (i) in the case of a Principal, to the Registrar; or
- (ii) in the case of a teacher other than Principal, to the Principal, who shall forward the same to the Registrar,

and where such review discloses any such misapprehension or disregard, the said declaration may, with the approval of the Vice-Chancellor, be appropriately revised.

(e) Subject to the provisions of sub-clauses (f), (g) and (h), all disputes regarding the seniority—

- (i) of Principals, shall be presented by the Registrar to the Vice-Chancellor; or
- (ii) of teachers other than Principals, shall be presented to the Registrar, through the Principal, and shall be decided by a Seniority Committee (hereafter in this clause referred to as "the Seniority Committee"), comprising the senior-most Dean amongst the Deans of the Faculties (Chairperson), the Principal of the concerned College and the senior-most Principal amongst the other Principals.

- (f) No dispute shall be raised, under the provisions of sub-clause (e) —
- (i) in respect of the *inter se* seniority, of Principals and other teachers, serving in the College on the date immediately preceding the commencement of the Act, and continuing as such upon such commencement, as it subsisted on the said date; or
  - (ii) except within a period of three months from the date on which such dispute could have been raised for the first time.
- (g) The Vice-Chancellor shall give a decision on the dispute, referred to in serial number (i) of sub-clause (e), in writing, with reasons, after considering the facts presented by the Registrar and the submissions of the concerned Principals, and any Principal aggrieved with such decision, which shall be communicated by the Registrar to the Principals concerned, may, within thirty days of the date of such communication, prefer an appeal to the Executive Council, which shall, if it disagrees with the said decision, give reasons for such disagreement.
- (h) The Seniority Committee shall give a decision on the dispute, referred to in serial number (ii) of sub-clause (e), in writing, with reasons, after considering the facts presented by the Registrar and the submissions of the concerned teachers, and any teacher aggrieved with such decision, which shall be communicated by the Registrar to the teachers concerned through the Principal or the respective Principals, may, within thirty days of the date of such communication, prefer an appeal, through the Principal, to the Vice-Chancellor, who shall, if he disagrees with the said decision, give reasons for such disagreement.
- (i) The decision of the Vice-Chancellor, referred to in sub-clause (g), and the decision of the Seniority Committee, referred to in sub-clause (h), shall not come into effect during the period allowed for preferring the appeal against the same, and—
- (i) where no such appeal has been filed, such decision shall come into effect upon the expiry of the said period; or
  - (ii) where such appeal has been filed, such decision shall not have effect except in accordance with the decision of the Executive Council or the Vice-Chancellor, as the case may be, on such appeal.
- (j) The grant or denial of credit of the earlier service, referred to in sub-clauses (c) and (d), to a teacher, under the provisions of this clause, shall not affect the eligibility of the teacher for the inclusion of such earlier service for purposes of such terminal benefits as may be admissible in accordance with the rules governing the same.

### SCHEDULES TO ORDINANCE XLII

#### SCHEDULE I

(See sub-clauses (a) and (b) of clause 4)

#### FORM OF AGREEMENT (CONTRACT OF SERVICE) WITH PRINCIPALS AND OTHER TEACHERS OF THE CONSTITUENT COLLEGES

AGREEMENT MADE this ..... day of the Month of ..... in the Year

Dr/Sri/Smt./Km..... between  
(hereinafter called 'the Teacher')  
and

Form of  
Agreement with  
Principals and  
other Teachers  
of the  
Constituent  
Colleges



the ..... College, Allahabad, of the other part  
(hereinafter called 'the College'):

WHEREAS, in accordance with the provisions of the University of Allahabad Act, 2005 (hereinafter called "the Act"), and the Statutes, the Ordinances and the Regulations made thereunder (hereinafter called "the Statutes", "the Ordinances" and "the Regulations", respectively),

Dr/Sri/Srimati/Km. ....

has been appointed by the College

on the post of the Principal of the College,

or

to be a teacher of the College, on the post of ..... assigned  
to the Subject of .....

with effect from the date he/she takes charge of the duties of the said post, and the Teacher has accepted the said appointment,

IT IS HEREBY AGREED as follows —

1. That the Teacher hereby undertakes to perform and fulfil such functions and duties in, and for, the College and for the University, as may be required of, or entrusted to, him/her, under the provisions of the Act, the Statutes, the Ordinances and the Regulations, as amended from time to time, and also under the rules made, or directions issued, from time to time, by the authorities of the University and by the Governing Body of the College, in matters in respect of which they are empowered, by the said provisions, to make such rules or issue such directions:

PROVIDED that the Teacher shall be on probation for a period of one year in the first instance and the Governing Body of the College may in its discretion extend such period of probation by one year:

PROVIDED FURTHER that the Teacher shall be bound by such terms and conditions of service, and shall be entitled to such benefits in respect of pay, allowances, leave and other facilities and incidents of service, and to such terminal benefits, as laid down by or under the said provisions, and shall retire in accordance with the said provisions:

PROVIDED ALSO that in respect of any matter which has not been provided for in this Agreement, the Teacher shall be governed by the said provisions and, where any such matter has also not been provided for in the said provisions, by the rules of the Central Government for the time being in force.

2. That the scale of pay attached to the post to which the Teacher is appointed shall be Rs ....., as revised by the competent authority from time to time, along with such allowances as may be admissible from time to time in accordance with the rules of the College, and the Teacher shall, from the date he/she takes charge of his/her duties, as aforesaid, be granted pay at the rate of Rs ..... *per mensem* in the said scale of pay shall receive pay in the succeeding stages in such scale, unless the annual increment is withheld in pursuance of the provisions of the Act, the Statutes, the Ordinances and the Regulations, as amended from time to time:

PROVIDED that where an efficiency bar is, or may subsequently be, prescribed in the scale of pay admissible to the teacher, the increment next above such bar shall not be given to the teacher, except without the specific sanction of the Governing Body or the functionary empowered by the Governing Body in that regard.

3. That the Teacher hereby undertakes to submit himself/herself to the functionaries under whom he/she may, for the time being, be placed by the Governing Body of the College, in accordance with the provisions of the Act, the Statutes, the Ordinances and the Regulations, and shall obey, and to the best of his/her ability carry out, the lawful directions of any functionary or body of the College, and of any officer, functionary, authority or body of the University, to the authority whereof he/she is, while this agreement is in force, subject, under the said provisions.
4. That the Teacher hereby undertakes to abide by and conform to the rules of conduct, including the admissible Code of Professional Ethics, as amended from time to time, laid down for teachers by the Statutes, the Ordinances and the Regulations.
5. That on the termination of this agreement from whatever cause, the Teacher shall deliver up to the College all books, apparatus, records, property and other articles belonging to the College, and up to the University all like things belonging to the University, that may be in his possession.
6. That the mutual rights and obligations of the parties hereto shall, in all matters, be governed by the provisions of said Act, and of the Statutes, Ordinances and Regulations for the time being in force, which shall be deemed to be incorporated herein and shall be as such a part of this agreement as if they were reproduced herein.

IN AFFIRMATION WHEREOF the parties hereto affix their hands, and the party of the other part also affixes his seal, to this Agreement, on the day and year first above written, and deliver the same, in the presence of the witnesses who have affixed their signatures hereinbelow.

\_\_\_\_\_  
*Signature of the Chairperson  
 or Treasurer of the Governing  
 Body representing the College*

\_\_\_\_\_  
*Signature of the Teacher*

Witness No. 1:

Witness No. 2:

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

Name:.....

Name: .....

Address: .....

Address: .....

[FURTHER ENTRIES, AS SPECIFIED IN SUB-CLAUSE (b) OF CLAUSE 4, TO BE  
 MADE HEREUNDER]

**SCHEDULE II**

(See sub-clause (c) of clause 6)

**PROFORMA OF THE ANNUAL ACADEMIC PROGRESS REPORT OF  
TEACHERS OF THE CONSTITUENT COLLEGES**

ACADEMIC YEAR .....

1. Name of the Teacher:
2. Designation:
3. Constituent College to which attached and Subject:
4. Academic qualifications obtained, distinctions attained, awards received and other notable achievements, if any, during the Academic Year:
5. Details of the research and other publications during the Academic Year:
6. Details of the National, International and other Seminars/Conferences/Workshops attended during the Academic Year and of the Addresses given, Papers read or other presentations made thereat:
7. Special Lectures/orations, etc., delivered (other than those noted in Column 6) during the Academic Year:
8. Details of the research work done during the Academic Year, including Projects commenced, in progress or completed:
9. Details of Consultancy work undertaken, if any, during the Academic Year:
10. Titles of the Papers/Courses taught in the College during the Academic Year and the total number of Lectures (excluding tutorial and practical classes) delivered to the same:
11. Administrative positions held in the College during the Academic Year:
12. Remarks:

Proforma of the  
Annual  
Academic  
Progress Report  
of Teachers of  
the Constituent  
Colleges

I HEREBY DECLARE that the contents of this Academic Progress Report are true to my personal knowledge.

Dated: \_\_\_\_\_

\_\_\_\_\_  
*Signature of the Teacher*

Counter-signed.

\_\_\_\_\_  
*Signature of the Counter-signatory*

Designation: \_\_\_\_\_

Dated: \_\_\_\_\_

**ORDINANCE XLIII: LEAVE RULES FOR TEACHERS OF THE  
UNIVERSITY AND THE CONSTITUENT COLLEGES**

(Under clause (1) of Statute 20 and clause (2) of Statute 31)