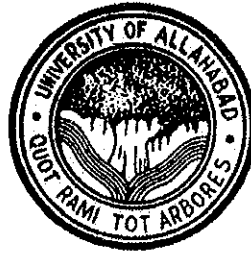
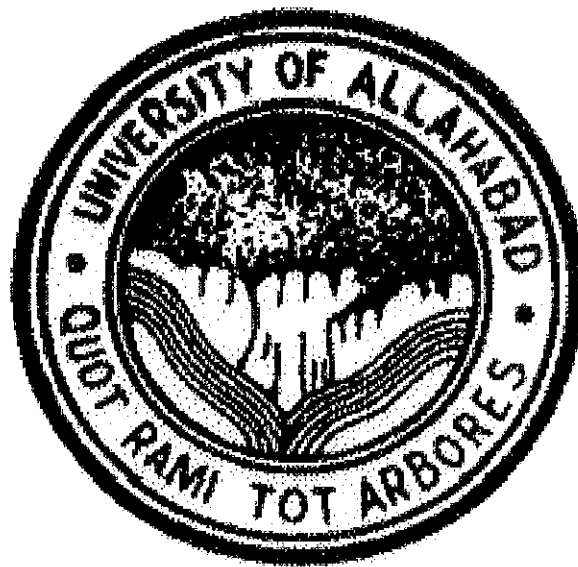


UNIVERSITY OF ALLAHABAD



A CENTRAL UNIVERSITY



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

ORDINANCE UNIVERSITY OF ALLAHABAD

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भारत का राजपत्र
The Gazette of India

असाधारण

EXTRAORDINARY

भाग II—खण्ड I

PART II—Section 1

प्राधिकार से प्रकाशित

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.

(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)

ORDINANCE

1. (a) The categories of leave admissible to teachers of the University, including institutions maintained by the University, and to the Principal and other teachers of the Constituent Colleges, and other matters in respect of such leave, shall be determined by the provisions of this Ordinance.

Leave Rules for
Teachers of the
University and
the Constituent
Colleges

(b) In this Ordinance, unless the context otherwise requires —

- (i) "Chairperson" means the Chairperson of the Governing Body of the College;
- (ii) "College" means a Constituent College of the University;
- (iii) "Competent Authority" means the authority, body, officer or functionary, as specified in this Ordinance, empowered to sanction leave;
- (iv) "completed years of service" means continuous service of the specified duration under the institution, which includes, except if otherwise provided, periods spent on duty as well as on deputation or foreign service and on leave including Extraordinary Leave;
- (v) "confinement", in relation to Maternity and Paternity Leave, means the period commencing from a date not earlier than 15 days before the date of delivery of the child and ending on a date not later than two months from the said date of delivery;
- (vi) "deputation" means the temporary assignment or transfer of a teacher by the institution, with his consent —
 - (1) to a post or service outside his cadre but within the institution; or
 - (2) to a post or service outside the institution on the requisition of the Government or of any other entity, such as an authority, establishment, institution or organisation, controlling the post or service concerned, or in pursuance of an agreement or arrangement of the institution with such entity, subject to the rules laid down in respect of the entities that may make any such requisition or with which such agreements or arrangements may be made by the institution;

Provided that the said rules shall be laid down, in the case of the University, by the Executive Council, on the recommendation of the Academic Council, or, in the case in the case of the College, by the Governing Body on the basis of the corresponding rules so laid down by the Executive Council for the University;

- (vii) "entire career" means the total period comprising the entire tenure of service of the teacher in the institution and such earlier, or intervening, tenures of his service in any other institution or establishment as qualify to be taken into account in the determination of his pay or terminal benefits, or both;
- (viii) "entire tenure of service" means the total period of service of the teacher in the institution, including any earlier period of service therein that qualifies to be taken into account in the determination of his pay or terminal benefits, or both;
- (ix) "foreign service" means service rendered under the Government, or any other entity referred to in item (2) under serial number (vi), with the sanction of the institution, in which a teacher receives his substantive pay from a source other than the funds of the institution;
- (x) "Governing Body" means the Governing Body of the College;
- (xi) "institution" means the University, including a University College maintained by the University, a University Institute and an independent

- Centre, or the College being served by the teacher;
- (xii) "leave" means a permission granted to a teacher to be absent from actual duty;
 - (xiii) "Leave Account" means the Leave Account referred to in sub-clause (a) of clause 5;
 - (xiv) "leave salary" means pay admissible to teachers for periods of leave other than Casual Leave, Special Casual Leave and Duty Leave, as laid down by this Ordinance, along with Dearness Allowance calculated on the basis of such pay and such other allowances (if any), except House Rent Allowance and City Compensatory Allowance, as payable under the Central Civil Services (Leave) Rules, 1972, as amended from time to time;
 - (xv) "Leave Year" means the period from January 01 to December 31 every year;
 - (xvi) "lien" means the title of a teacher to hold substantively, either immediately or on the termination of a period or periods of absence, whether on leave or on deputation or foreign service, a permanent post, including a tenure post, to which he has been appointed substantively;
 - (xvii) "non-working day" means a holiday or a day of weekly closure of the institution;
 - (xviii) "permanent teacher" means a teacher appointed substantively to a permanent post in the institution;
 - (xix) "Principal" means the Principal of the College;
 - (xx) "recess" means a scheduled duration of temporary cessation of specified kinds of teaching work in the institution;
 - (xxi) "teacher" means a person serving the institution as teacher or Principal on whole-time basis, after appointment as such on the recommendation of the statutory Selection Committee, and excludes a person serving as such without reference to such Selection Committee or engaged on contractual basis for performing teaching duties;
 - (xxii) "temporary teacher" means a teacher appointed (on the recommendation of the statutory Selection Committee) to a temporary post or in temporary capacity against a permanent post;
 - (xxiii) "vacation" means the period of recess, ordinarily amounting to sixty days, from the date following the last working day of an academic year to the date preceding the first working day of the ensuing academic year:

Provided that in case the teacher is serving in a Department, a University College maintained by the University, a University Institute, an independent Centre or a College which follows for one or more of its academic programmes an Academic Calendar on the Semester or the Trimester pattern, the vacation period for a teacher associated with such programme or programmes, may be distributed into appropriate segments following each Semester or Trimester.

(c) In this Ordinance, all references to the Executive Council, the Vice-Chancellor and the Registrar shall, except where otherwise specified, be construed always in relation to teachers of the University and all references to the Governing Body, the Chairperson and the Principal shall be construed always in relation to teachers of the College:

(d) This Ordinance shall not apply to teachers serving as such on probation and to temporary teachers, except in accordance with the provisions of clauses 22 and 23, respectively:

Provided that in the case of a person performing the duties of a teacher on contractual engagement, the provisions in respect of leave shall be determined by the contract of engagement.

(e) Where a teacher joins the institution for the first time after regular service in any University or other institution of higher education or research, or any other establishment, and his earlier tenure, or tenures, of service thereat is, or are, admissible for the purposes of the determination of his pay or terminal benefits, or both, at the institution, certified extracts of his earlier leave records, indicating the Extraordinary Leave, Maternity Leave, Study Leave and Sabbatical Leave, by whatever name described, availed of at such University, institution or establishment, shall be annexed to his Leave Account Register:

Provided that this provision shall also apply, in respect of any previous tenure of service at the institution, to a teacher who re-joins the institution after having left it earlier.

2. (a) The following kinds of leave shall be admissible to teachers —

- (i) Leave treated as duty, comprising Casual Leave, Special Casual Leave and Duty Leave;
- (ii) Leave earned by duty, comprising Earned Leave, Half-pay Leave and Commuted Leave;
- (iii) Leave granted on special considerations, comprising Extraordinary Leave and Advance Leave (i. e. Leave not due taken in advance); and
- (iv) Leave not debited to the Leave Account, comprising leave for academic purposes (consisting of Study Leave and Sabbatical Leave) and leave on health grounds (consisting of Maternity Leave and Paternity Leave).

(b) The continuous regular service of a teacher that is followed, without any interruption of duty, by permanent service shall be included in permanent service for the purpose of computation of leave:

Provided that any period of leave shall not be regarded as interruption of duty for the purposes of this Ordinance.

3. (a) Leave cannot be claimed as a matter of right, and where the exigencies of service or the interests of the institution so demand, leave of any description may be refused or revoked by the Competent Authority without necessarily assigning any reasons:

Provided that where a teacher is recalled to duty before the expiry of his leave, such recall to duty shall be treated as compulsory in all cases, and the teacher shall be treated as on duty from the date he starts for the station to which he is required to report and shall be entitled to draw, for the journey, travelling allowance permissible under the rules:

Provided further that such teacher shall, upon re-joining duties at the place of his posting and submitting details of the said journey to the Competent Authority, draw leave salary, at the same rate at which he would have drawn it but for recall to duty, up to the date of commencement of such journey and shall thereafter draw the regular salary admissible to him.

(b) Except as otherwise provided in this Ordinance, leave shall only be earned by the period spent on duty in the institution:

Provided that a period of vacation or recess shall count as duty, except where such period falls within the leave being availed of by the teacher:

Provided further that the period spent by the teacher on deputation or in foreign service shall not count as duty, except if contribution towards leave salary and pension

or contributory provident fund is paid on his behalf for such period.

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

(d) Subject to the provisions of clause 9, no leave shall be granted to a teacher beyond the date of the final cessation of his duties, whether on account of retirement upon superannuation, voluntary or compulsory retirement, resignation, or other cause, and the Leave Account of the teacher shall stand exhausted on such date:

Provided that a teacher on re-employment after retirement shall not be entitled to any leave during re-employment, except —

- (i) Casual Leave, Special Casual Leave and Duty Leave in accordance with the provisions of this Ordinance, subject to the condition that where re-employment ends on a date earlier than December 31, Casual Leave shall be admissible on *pro rata* (i. e. proportionate) basis for the period of regular service and re-employment, taken together, within the Leave Year concerned;
- (ii) Earned Leave, Half-pay Leave and Commuted Leave, calculated, in accordance with the provisions of this Ordinance, for the period of such re-employment taken as a whole.

(e) Any period of vacation or recess may be either prefixed or suffixed to leave other than Casual Leave.

(f) Non-working days may be prefixed and suffixed to leave:

Provided that where the leave applied for falls between non-working days and is of a duration lesser than the total of the preceding and ensuing non-working days, the Competent Authority shall permit such non-working days to be only either prefixed or suffixed to leave.

(g) No teacher shall be absent from duty on the day preceding and on the day following each period of vacation or recess, except when he is, on any such day, on leave other than Casual Leave.

(h) Except as otherwise provided in this Ordinance, any kind of leave under the provisions thereof may be granted in combination with or in continuation of any other kind of leave except Casual Leave and Special Casual Leave:

Provided that Casual Leave may be granted in combination with, or in continuation of, Special Casual Leave:

(i) The Vice-Chancellor shall prescribe the norms, based on the approved strength of teachers of an academic unit, i. e. a Department, a University Institute or an independent Centre, in the case of the University, or a subject, in the case of a College, for determining the maximum number of teachers thereof who may, at any one time or concurrently, be allowed to avail of Extraordinary Leave, Study Leave and Sabbatical Leave.

(j) Subject to the provisions of this Ordinance —

- (i) the form and manner of applying for leave, including the extension of leave, the format and procedure for the maintenance of the Leave Account Register, and the procedure for the sanction or extension of leave, the grant of permission to return to duty before the expiry of leave and the submission of medical certificates while proceeding or returning from leave, shall be laid down, for the University and the Colleges, by the Vice-Chancellor; and
- (ii) the rules governing the payment of leave salary, the grant of increment or increments for the period of leave, and the counting of such periods as

service for purposes of pension and Contributory Provident Fund, shall be prescribed, for the University and the Colleges, by the Finance Committee or, pending the same, by the Vice-Chancellor.

4. (a) Leave shall be sanctioned by the Competent Authority as specified in the following Table, to the extent of its power indicated therein, and the Competent Authority shall, before sanctioning the leave, ensure that the leave asked for is admissible and, in the case of leave debitable to the Leave Account, is at the credit of the teacher concerned, and all cases for sanction of leave in excess of the limits laid down in the said Table, shall be submitted to the Executive Council or the Governing Body for orders —

KIND OF LEAVE	COMPETENT AUTHORITY		EXTENT
	For the University	For College	
(i) CASUAL LEAVE/SPECIAL CASUAL LEAVE:			
(1) To the Pro-Vice-Chancellor not appointed as such on whole-time basis/ Deans of Faculties (excluding Principals of University Colleges not maintained by the University)/Directors of University Institutes/Heads of independent Centres	Vice-Chancellor	—	Full
(2) To Heads of Departments	Dean of the Faculty	—	Full
(3) To Principal of College	—	Chairperson	Full
(4) To other teachers	Dean of the Faculty	Principal	Full
(ii) DUTY LEAVE	Vice-Chancellor	Principal	30 days
(iii) EARNED LEAVE/HALF-PAY LEAVE/COMMUTED LEAVE/MATERNITY OR PATERNITY LEAVE	Vice-Chancellor	Principal, with the approval of the Chairperson	Full
(iv) EXTRAORDINARY LEAVE			
(1) Up to the extent of entitlement	Executive Council	Governing Body	Full
(2) Up to 90 days, as available, on behalf of the Executive Council	Vice-Chancellor	—	90 days
(v) ADVANCE LEAVE	Vice-Chancellor	Governing Body	
(vi) STUDY LEAVE/SABBATICAL LEAVE	Executive Council	Governing Body	Full

(b) In the case of the University, where the Vice-Chancellor is empowered to sanction any leave, other than Extraordinary Leave and Advance Leave, he may, by general or special order, delegate his power to sanction such leave —

- (i) to the Pro-Vice-Chancellor; or
- (ii) where there is no Pro-Vice-Chancellor, to —
 - (1) the Dean of the Faculty (including the Principal of a University College maintained by the University), in the case of the Heads and teachers of the Departments assigned to the Faculty (including a

- University College maintained by the University); or
- (2) the Director of a University Institute or the Head of an independent Centre, in the case of the teachers of such University Institute or independent Centre.
- (c) In the case of the College, the Principal may, with the approval of the Governing Body, delegate his power to sanction Casual Leave to the senior-most teacher amongst the Convenors of Staff Committees.
5. (a) The Registrar or the Principal shall maintain, or cause to be maintained, the Leave Account of each teacher of the institution, on a Register in the format prescribed, for the University and the Colleges, by the Vice-Chancellor, and —
- (i) all Earned Leave and Half-pay Leave earned by the teacher shall be credited to the Leave Account;
 - (ii) all Earned Leave, Half-pay Leave and Commuted Leave availed of by the teacher shall be debited to the Leave Account;
 - (iii) all Advance Leave availed of by the teacher shall be recorded in the Leave Account Register, for the purpose of adjusting the debit balance of Half-pay Leave;
 - (iv) all Extraordinary Leave sanctioned to, and availed of by, the teacher shall be appropriately entered in the Leave Account Register, to enable the same to be offset against the entitlements of the teacher to the same;
 - (v) all Maternity Leave, Paternity Leave, Study Leave and Sabbatical Leave, sanctioned to, and availed of by, the teacher shall be appropriately entered in the Leave Account Register for purposes of record and determining further entitlements of the teacher to the same.
- (b) The Competent Authority in respect of Casual Leave, Special Casual Leave and Duty Leave shall record, or cause to be recorded, the details of any such leave availed of by the teacher during each Leave Year, on the Lapsable Leave Register, which shall be in the format prescribed, for the University and the Colleges, by the Vice-Chancellor.
- (c) In the case of a teacher continuing as such in the institution from before the commencement of this Ordinance, the service prior the date of such commencement shall be treated as integral with the service after the said date for determining the credits and debits of, and entitlements to, various kinds of leave under this Ordinance, subject to the following conditions, namely —
- (i) the balance of the Privilege Leave or (earned) Leave on average pay, as subsisting on the date of such commencement, shall be credited at par to his Leave Account, as Earned Leave;
 - (ii) the balance of Long-term Leave or (earned) Leave on half average pay, as subsisting on the date of such commencement, shall be credited at par to his Leave Account, as Half-pay Leave;
 - (iii) the unredeemed period, if any, of leave granted to the teacher against future credits of leave or Leave not due taken in advance, as subsisting on the date of such commencement, shall be appropriately debited to the accruals of earned Leave and Half-pay Leave in the Leave Account;
 - (iv) the period of Long-term Leave on full pay, availed of by the teacher before the date of such commencement on account of being selected —
 - (1) for Teachers Fellowship by the University Grants Commission; or
 - (2) for training or study in a foreign country, under the Commonwealth Scholarship, Fellowship or Academic Exchange Scheme, or the Fulbright Programme, or any other scheme sponsored, recognised or

approved by the University Grants Commission, shall be appropriately recorded in the Leave Account Register, to enable the same to be taken into account for computing the residual entitlement (if any) of the teacher to Study Leave under the provisions of this Ordinance;

- (v) half the period of Long-term leave on half pay for approved studies or Study Leave on half average pay, and one-fourth of the period of Study Leave on quarter average pay, if any, availed of by the teacher before the date of such commencement shall be appropriately recorded in his Leave Account Register, to enable the same to be taken into account for computing the residual entitlement (if any) of the teacher to Study Leave under the provisions of this Ordinance:

Provided that the date on which the teacher resumed duties (or shall resume duties) after having proceeded, before the date of such commencement, on any leave specified in this serial number, shall be the date for purposes of determining the next date from which Study Leave or Sabbatical Leave shall be admissible to the teacher under the provisions of this Ordinance;

- (vi) the total period of Extraordinary Leave (or, as the case may be, of Leave without pay), or of Maternity Leave, or of absence on deputation, including the portion of such absence on deputation continuing after the date of such commencement, availed of by the teacher before the date of such commencement shall be appropriately recorded in his Leave Account Register, to enable the same to be taken into account for computing the residual entitlement (if any) of the teacher to Extraordinary Leave, or Maternity Leave, or absence on deputation, respectively, under the provisions of this Ordinance.

NOTE: Under the provisions in force up to the date immediately preceding the commencement of this Ordinance, teachers who had entered the service of the institution on or after August 01, 1976 (or who, having entered such service prior to August 01, 1976, had opted to be governed by the provisions that came into effect on the said date) were entitled *inter alia* to Privilege Leave, Long-term Leave and Extraordinary Leave, whereas all other teachers were entitled *inter alia*, under the rules enforced on January 01, 1970, to (earned) Leave on average pay or half average pay, Study Leave on half average pay or quarter average pay, and Leave without pay.

(d) At the beginning of the Leave Year, the Earned Leave and Half-pay Leave expected to be earned, in the course of the Leave Year, under the provisions of this Ordinance, by a confirmed teacher, including a teacher on probation who has a lien on a permanent post in the institution, shall be credited to his Leave Account, subject to appropriate deductions therefrom for adjustment of any unredeemed quantum of Advance Leave, but any such credit shall be subject to variation in case the circumstances of the service of the teacher change during the Leave Year in a manner that affects the quantum of leave to be so earned, and in case of any such change the leave credited to the Leave Account in advance shall be varied accordingly:

Provided that where a teacher joins the service of the institution on a date after the commencement of the Leave Year, such credit in advance shall be made with effect from the date of joining service, and shall be to the extent of Earned Leave and Half-pay Leave expected to be earned in the course of the residual part of the Leave Year.

6. (a) Leave shall have to be applied for in the prescribed form and manner, and shall have to be sanctioned before it is availed of, except in cases of emergency and for reasons to the satisfaction of the Competent Authority.

(b) Leave shall ordinarily begin from the date on which the teacher who has been

granted leave relinquishes his duties and shall ordinarily end on the day preceding the date on which he resumes them.

(c) Any application for the extension of leave shall be submitted to the Competent Authority in the same manner as in the case of the leave that is sought to be extended.

(d) Any teacher on leave, including leave preparatory to retirement, shall not return to duty during the period of leave except with the permission of the Competent Authority:

Provided that where a teacher has submitted a request for permission to retire, which awaits decision by the Executive Council or the Governing Body, and has proceeded on leave preparatory to retirement on the basis of such request, he shall not be permitted to return to duty, except with the consent of the Executive Council or the Governing Body:

Provided further that the teacher on leave preparatory to retirement shall, unless permitted otherwise by the Competent Authority in the special circumstances of the case, report for duty on the date of his retirement.

(e) The application of a teacher for leave on medical grounds, or for leave in continuation with Maternity Leave, shall be supported with a medical certificate from the Medical Officer of the institution or, where no such Medical Officer has been appointed, from a Registered Medical Practitioner approved and authorised by the institution in that regard:

Provided that the Competent Authority may, in its discretion, waive the production of a medical certificate in case of an application for leave on medical grounds for a period not exceeding three days:

Provided further that where the leave applied for on medical grounds is in excess of a period of thirty days, the Competent Authority may require the applicant to appear before a Medical Board appointed by it for the purpose:

Provided also that leave, or extension of leave, on medical grounds shall not be granted beyond the date on which the teacher is pronounced by a Medical Officer or Medical Board, appointed or assigned for the purpose by the Executive Council or the Governing Body, to be permanently incapacitated for further service.

(f) Subject to the provisions of the first proviso to sub-clause (e), no teacher who has been granted leave, other than Casual Leave, on medical grounds shall be allowed to return to duty without producing a medical certificate of fitness, granted by the Medical Officer or Registered Medical Practitioner who had issued the certificate referred to in sub-clause (e), or, where the Competent Authority is satisfied that it is not feasible for such medical certificate of fitness to be secured from him, by any other Registered Medical Practitioner approved or authorised by the institution in that regard.

(g) Except in the case of Extraordinary Leave granted for the purpose of taking up service elsewhere, a teacher on leave shall not, except with the written permission of the Competent Authority, engage directly or indirectly in any trade or business, whatsoever, or in any work, including private tuition or coaching, to which any emolument or honorarium is attached, but this prohibition shall not apply to work undertaken in connection with the examinations of any University, Public Service Commission, Board of Education or similar body or institution, or to any extension lectures, or creative work or publications (including radio or television broadcasts) of an academic, literary or artistic nature or, with the permission of the Vice-Chancellor or of the Principal with the approval of the Chairperson, to any other academic work:

Provided that the leave salary of a teacher who has been given the said written permission shall be subject to such restrictions as the Finance Committee may prescribe by rules or, pending such prescription, as the Vice-Chancellor may

determine.

(h) The Competent Authority may, at the request of the teacher concerned, retrospectively convert any kind of leave into such leave of a different kind as was admissible to him at the time the leave was originally granted, but any such conversion cannot be claimed as a matter of right.

(i) Where one kind of leave is converted into another, under the provisions of sub-clause (h), the amount of leave salary, and the allowances admissible therewith, shall be re-calculated and, accordingly, the arrears of leave salary and allowances shall be paid, or the amount overdrawn in that regard shall be recovered, as the case may be.

7. (a) A teacher granted Casual Leave, Special Casual Leave, Duty Leave or Sabbatical Leave shall not be treated as absent from duty and his pay shall not be intermitted:

Provided that where a teacher on Duty Leave is in receipt of a Fellowship or Honorarium, or any other financial assistance beyond the amount needed for normal expenses, the Duty Leave may be sanctioned on reduced pay and allowances:

Provided further that in the case Sabbatical Leave, the pay of the teacher shall be subject to the provisions of the proviso to sub-clause (d) of clause 21.

(b) Except as provided elsewhere in this Ordinance, the leave salary during the period of—

- (i) Earned Leave, Commuted Leave, Maternity Leave and Paternity Leave shall be equal to the pay drawn immediately before proceeding on such leave; and
- (ii) Half-pay Leave or Advance Leave shall be equal to half the amount of the pay drawn immediately before proceeding on such leave;
- (iii) Study Leave shall be calculated in accordance with the provisions of sub-clause (i) of clause 20.

(c) Leave salary shall not be admissible for any period of Extraordinary Leave.

(d) If any increment of pay falls due during —

- (i) any period of Casual Leave, Special Casual Leave, Duty Leave or Sabbatical Leave, it shall be admissible from the date it is due;
- (ii) any period of leave, other than Casual Leave, Special Casual Leave, Duty Leave or Sabbatical Leave, or any period of deputation or foreign service, the effect of increase of pay will be given, except in those cases where the leave concerned does not count for increment, from the date the teacher resumes duty, without prejudice to the normal date of his increment:

Provided that a teacher may, after return from Study Leave, be given, from the date he resumes duty, the benefit of the increment or increments he would have earned in the course of time if he had not proceeded on Study Leave, upon submitting, to the satisfaction of the Competent Authority, the report referred to in sub-clause (p) of clause 20, but, without prejudice to the normal date of his increment, shall not be eligible to the arrears of such increment or increments:

Provided further that any period of Extraordinary Leave shall not count for increment, except in the cases specified in sub-clause (e) of clause 20.

(e) The period of any leave, other than Extraordinary Leave, Study Leave and Sabbatical Leave, and of absence on deputation or foreign service, shall count as service for purposes of pension and Contributory Provident Fund:

Provided that a period of Extraordinary Leave that has been permitted to be counted for increment, under sub-clause (d), shall count as service for the said purposes:

Provided that a period of Study Leave or Sabbatical Leave shall count as service for the said purposes only if the teacher rejoins the institution on the expiry of such leave.

(f) A teacher who is selected for appointment to a higher post while on leave shall be placed in such post, and the scale of pay assigned thereto, only after submitting the prescribed joining report upon resuming duties in the institution upon the completion of the period of leave:

Provided that in case such teacher was on Casual Leave, Special Casual Leave, Duty Leave or Sabbatical Leave, the said joining report shall be deemed to be with effect from the date he would have submitted the same had he not been on such leave, and in such a case any period of probation on the concerned post shall be deemed to have commenced from the said date:

Provided further that a teacher on any leave, other than Casual Leave, Special Casual Leave, Duty Leave or Sabbatical Leave, shall be entitled to be granted permission by the Competent Authority to return to duty before the expiry of the period of leave, in order to join a higher post to which he has been selected for appointment while on leave, but where such leave is on medical grounds such permission shall not be granted, except on the submission of a certificate of fitness:

Provided also that in any case governed by the immediately preceding proviso, the teacher shall join such higher post with effect from a date not earlier than the date of resuming duties in the institution.

8. (a) Subject to the provisions of sub-clause (a) of clause 6, and of sub-clause (b), no teacher shall be absent from duty without prior permission, except where the Competent Authority, upon being satisfied that such absence was for a valid reason, including unforeseen contingencies, grants leave for such period.

(b) Where a teacher —

- (i) absents himself from duty without prior permission; or
- (ii) remains absent from duty after the expiry of his leave, or of the period of his deputation or foreign service, without any intimation to the Competent Authority,

for a continuous period of 90 days, he shall be deemed to be wilfully absent from duty, and such wilful absence shall be treated as misconduct and his services shall be liable to be terminated.

(c) The total period of continuous absence of a teacher from duty on leave, including periods of vacation or recess when such periods are permitted to be taken in conjunction with leave under the provisions of this Ordinance, or on deputation or foreign service, shall not exceed three years, except in cases where, under the provisions of this Ordinance —

- (i) leave is taken on medical grounds; or
- (ii) permission has been granted by the Competent Authority, in special circumstances and for reasons to be recorded, for a longer period of absence, subject to the condition that the said total period of continuous absence does not exceed five years in any case.

(d) Without prejudice to the provisions of clause (b), the lien of a teacher shall be deemed to have terminated, and he shall cease to be in the service of the institution, in case after remaining on leave, whether of a particular kind or of all kinds taken together, for a continuous period of three years —

- (i) he does not resume duty, otherwise than —
 - (1) on account of continuing for the time being, with the permission of the Competent Authority, on leave admissible to him or on deputation or

foreign service; or

(2) on account of suspension; or

(ii) he remains absent from duty without any intimation,

except if the Executive Council or the Governing Body, in view of the exceptional circumstances of the case, determines otherwise:

Provided that this provision shall also apply where such leave is for a continuous period of less than three years and the teacher has no further leave at credit in his Leave Account, or is not entitled to any other leave that is not debited to the Leave Account or to continue on deputation or foreign service.

(e) Subject to the provisions of sub-clause (b), a teacher who remains absent after the end of leave, or the expiry of deputation or foreign service, shall not be entitled to leave salary for the period of such absence, unless leave is extended for such period by the Competent Authority on the application of the teacher, and where the Competent Authority does not extend leave for the said period, but permits the teacher to rejoin duty, such period shall be debited to his Leave Account as though it ~~on~~ were on Half-pay Leave, to the extent such leave is due, and the period in excess of such leave shall be treated and recorded as Extraordinary Leave and shall be offset against the residual entitlement of the teacher to Extraordinary Leave:

Provided that where there is no such residual entitlement to Extraordinary Leave, such period shall be treated as a period of break in service.

9. (a) For the purposes of this clause, the term "Earned Leave" means the number of days of Earned Leave taken together with the number of days of Half-pay Leave converted to Earned Leave at the rate of two days of Half-pay Leave for one day of Earned Leave, and the term "retirement" means retirement on superannuation.

(b) Subject to the provisions of sub-clauses (c) to (h), no leave shall be granted to a teacher beyond the date of his retirement.

(c) A teacher may apply for, as leave preparatory to retirement, the grant of the whole or a part of the Earned Leave that would be at credit in his Leave Account on the said date, but such application must be submitted to the Competent Authority sufficiently in advance of the date on which the leave applied for is to commence.

(d) A teacher who was prevented from applying for leave preparatory to retirement, under the provisions of sub-clause (c), by reason of being under suspension at the relevant time, but subsequently the authority competent to order re-instatement recorded the opinion or finding that the teacher stood fully exonerated of the charges that led to such suspension and that such suspension was wholly unjustified, may, where he was so re-instated before the date of his retirement, be allowed to apply for leave preparatory to retirement immediately after his re-instatement:

Provided that where such teacher was continuing under suspension on the date of his retirement, he shall be deemed to have applied for leave preparatory to retirement under the provisions of sub-clause (c).

(e) In the interests of the institution, the Competent Authority may deny, wholly or in part, the application of the teacher for leave preparatory to retirement, under sub-clause (c) or (d), or may recall a teacher, who has proceeded on such leave, to duty at any time before the date of his retirement.

(f) In any of the cases referred to in sub-clause (e), the teacher may be granted, after his retirement, the cash equivalent of the leave remaining at credit in his Leave Account on the date of retirement, as computed under the provisions of sub-clause (h), subject to a maximum of 120 days:

Provided that this provision shall also apply to a teacher referred to in the proviso to

sub-clause (d).

(g) A teacher, who was prevented from applying for leave preparatory to retirement, under the provisions of sub-clause (c), by reason of being under suspension at the relevant time, but was re-instated within 120 days preceding the date of his retirement, without the authority competent to order re-instatement recording any opinion or finding that such suspension was unjustified, may be allowed to apply for leave preparatory to retirement immediately after his re-instatement, without prejudice to the right of the institution to refuse such application, wholly or in part, or to recall him to duty from such leave, and in such a case the teacher may be granted, after his retirement, the cash equivalent of the leave remaining at credit in his Leave Account on the date of retirement, subject to a maximum of 120 days reduced by the number of days between the date of such re-instatement and the date of his retirement.

(h) The basis for computing the cash equivalent referred to in sub-clauses (f) and (g) shall be the leave salary as on the date preceding the date of retirement by the number of days of leave for which the cash equivalent is being computed:

Provided that where the teacher has been granted re-employment after retirement, such cash equivalent shall not be paid, except after the completion of the period of such re-employment:

Provided also that the payment of such cash equivalent shall be subject to the adjustment of the amount, if any, due to the institution on the part of the teacher or recoverable from him, and for this purpose an appropriate part of the cash equivalent may be withheld pending such adjustment.

(i) In case a teacher dies while in service, the cash equivalent of the leave salary that would have been admissible to the deceased teacher had he proceeded, on the date immediately following the date of death, on Earned Leave due to him, subject to a maximum of 120 days, shall be disbursed to his family as an *ex gratia* payment.

(j) Where the services of a teacher are terminated by the institution, on account of the abolition of post or retrenchment, before the date of his retirement, the Earned Leave at credit in his Leave Account may be granted, subject to a maximum of 120 days, at the discretion of the Vice Chancellor or the Governing Body, as terminal benefit to him, even if it has not been applied for, or has not been refused in the interests of the institution, and in such a case the prescribed period of notice or, where the teacher is relieved before the expiry of such period, the unexpired portion thereof, shall run concurrently with the leave so granted:

Provided that such terminal benefit shall not be admissible in the case of dismissal or removal from service.

(k) Where a teacher resigns his post, he shall ordinarily not be granted any leave, either prior or subsequent to the date of his resignation, but in case such resignation is for reasons of health, or for circumstances beyond the control of the teacher, the Earned Leave at credit in his Leave account may be granted, subject to a maximum of 60 days, at the discretion of the Vice Chancellor or the Governing Body, and in such a case the prescribed period of notice or, where the teacher is relieved before the expiry of such period, the unexpired portion thereof, shall run concurrently with the leave so granted:

Provided that this provision shall, subject to the rules governing voluntary retirement, also apply to a case of voluntary retirement of a teacher.

10. A teacher shall be eligible for not more than eight days of Casual Leave in a Leave Year, and non-working days falling within any period of Casual Leave shall not be counted as part thereof:

Provided that the Vice-Chancellor may prescribe, for the University and the

Colleges, the maximum number of days of Casual Leave that may be taken at any one time, and also prescribe that maximum number of non-working days falling within any period of Casual Leave that may not be so counted:

Provided that where a teacher joins the service of the institution after the commencement of the Leave Year, the quantum of Casual Leave shall be determined on *pro rata*, i. e. proportionate, basis, in accordance with the period of service within the Leave Year.

11. (a) Special Casual Leave not exceeding ten days in a Leave Year may be granted to a teacher —

- (i) for performing duties in connection with any examination of a University or other institution of higher education, a Public Service Commission or a Board of Examination or other similar body; or
- (ii) for conducting any inspection of a University or an institution maintained by it or admitted to its privileges, or any other academic institution affiliated to a Statutory Body:

Provided that the days of actual journey to and from the place or places where such duties are to be performed, or such inspection has to be conducted, shall be excluded in computing the limit of ten days:

Provided further that where a teacher joins the service of the institution after the commencement of the Leave Year, the maximum limit for Special Casual Leave under this provision shall be determined on *pro rata*, i. e. proportionate, basis, in accordance with the period of service within the Leave Year.

(b) Special Casual Leave may also be granted —

- (i) to a teacher for undergoing a sterilisation, or re-canalisation, operation under the Family Planning programme, for a period not exceeding six days in a Leave Year; or
- (ii) to a female teacher for undergoing non-puerperal sterilisation, for a period not exceeding ten days in a Leave Year:

Provided that Special Casual Leave shall not be admissible for a re-canalisation operation, except if the teacher has been left with no, or only one, surviving child, on account of the death of offspring:

Provided further that where the authorised Medical Officer of the approved Hospital, where the procedure referred to in serial number (ii) is to be conducted, certifies that a longer period of leave is essential on medical grounds, the limit of ten days may be raised to not more than fourteen days in a leave Year.

12. (a) Duty leave may be granted to a teacher for —

- (i) attending conferences, congresses, symposia and seminars on behalf of the institution or with the permission of the institution;
- (ii) delivering lectures in Universities and other institutions of higher education or research, at the invitation thereof received and accepted by the institution or, where such invitation has been received by the teacher, endorsed by the Vice-Chancellor or by the Principal with the approval of the Chairperson;
- (iii) participating as the Visitor's nominee or as expert in selection committees in any University, or an institution maintained by it or admitted to its privileges, or other institution of higher education or research, or as expert in any selection process of a Public Service Commission or an authority established by Government or under any law;
- (iv) participating in a delegation or working on a Committee appointed by the Government of India, a State Government, the Parliament or a State

Legislature, the University Grants Commission, any Government agency or Department, another University or any other academic or research body of national repute: or

- (v) attending meetings in the University Grants Commission or any Government agency or Department, or sharing expertise with any of them or with any academic institution or body or Non-Governmental Organisation of national repute.

(b) The total period of absence under sub-clause (a) shall ordinarily not exceed seven working days on any one occasion, and shall not exceed twenty working days in a Leave Year, but where the teacher has been deputed by the institution to attend, on its behalf, a conference, congress, symposium or seminar held outside India, such total period of absence in a Leave Year may extend up to thirty working days in a Leave Year:

Provided that where a teacher joins the service of the institution after the commencement of the Leave Year, the Competent Authority may, in its discretion, determine the maximum limits for Duty Leave under this provision on *pro rata*, i. e. proportionate, basis, in accordance with the period of service within the Leave Year.

(c) A teacher deputed by the institution for performing any special duty, work or study, shall be considered to be on duty and his absence on this account shall not be subject to the limits specified in sub-clause (b).

13. (a) Earned Leave admissible to a teacher shall be the sum of the following —

- (i) one-thirtieth of actual service including vacation;
- (ii) one-third of the period, if any, during which he is required to perform duty during vacation; and
- (iii) one-third of the period, if any, by which the vacation is curtailed in any Leave Year, subject to a maximum of fourteen days of Earned Leave:

Provided that for the purpose of the computation of the period of actual service, the period of vacation shall be included except where it falls within any period of leave, except Sabbatical Leave, and all periods of leave except Casual Leave, Special Casual Leave, Duty Leave and Sabbatical Leave shall be excluded:

Provided further that where vacation is combined with Earned Leave, the period of vacation shall be reckoned as leave in calculating the maximum amount of leave on leave salary that may be included in the particular period of leave.

(b) Earned Leave at the credit of a teacher shall not accumulate beyond 300 days.

(c) The maximum period of Earned Leave that may be sanctioned at a time shall not exceed 60 days:

Provided that Earned Leave exceeding 60 days may be sanctioned in the case of higher study or training, or on medical certificate, or where the entire period in excess of 60 days is to be spent, or is spent, outside India.

14. The Half-pay Leave admissible to a teacher shall be twenty days for each completed year of service, and may be granted on medical certificate or for academic purposes or private affairs:

Provided that Half-pay leave shall not be admissible for availing of a Fellowship or Scholarship, or any Visiting assignment with honorarium, stipend or salary, whether in India or abroad.

15. (a) Commuted Leave not exceeding half the amount of Half-pay Leave at credit in the Leave Account may be granted to a teacher on medical certificate, subject to the

following conditions —

- (i) Commuted leave may be granted at the request of the teacher even when Earned Leave is due to him;
- (ii) Commuted Leave shall be limited to a maximum of 240 days during the entire service;
- (iii) when Commuted Leave is granted, twice the amount of such leave shall be debited against the Half-pay Leave at credit in the Leave Account; and
- (iv) the total duration of Earned Leave and Commuted Leave, taken in conjunction, shall not exceed 240 days at a time:

Provided that Commuted Leave shall not be granted, except if the Competent Authority has reason to believe that the teacher shall return to duty on the expiry thereof.

(b) Where a teacher who has been granted Commuted Leave resigns from service or is, at his 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 teacher for further service or in the event of his death.

16. (a) A teacher may, subject to the provisions of sub-clauses (b) to (h), be granted Extraordinary Leave when —

- (i) no other leave is admissible; or
- (ii) other leave is admissible, but the teacher applies in writing for the grant of Extraordinary Leave.

(b) Subject to the provisions of sub-clause (c), a teacher, including a teacher on probation who has a lien on a permanent post in the institution, may be sanctioned Extraordinary Leave at the discretion of the Competent Authority, but in no case, except where Extraordinary Leave is applied for on medical certificate, shall the amount of Extraordinary Leave granted to the teacher exceed the quantum of the completed years of service put in by him:

Provided that this condition may be relaxed where a teacher, who holds a confirmed appointment in the institution, is awarded, on the basis of an application duly submitted through the institution, any Fellowship or Scholarship for training or study abroad.

(c) Extraordinary Leave shall not be granted for a period of more than two years at a time, but such period may be extended for a further period of one year in case the Competent Authority is satisfied that the interests of the institution are not prejudiced by such extension:

Provided that the total period of Extraordinary Leave, including periods of absence on deputation or foreign service, shall not exceed five years during the entire tenure of service of the teacher in the institution.

(d) Where a teacher on probation is granted Extraordinary Leave, the period of such leave shall be excluded in computing the period of service on probation, and any such exclusion shall not be regarded as implying the extension of the period of probation.

(e) Extraordinary Leave shall count for increment in the following cases—

- (i) where such leave was taken on medical certificate;
- (ii) where the Vice-Chancellor or the Principal with the approval of the Chairperson is satisfied that such leave was taken, in the absence of any other kind of leave in the Leave Account of the teacher, due to causes

beyond his control, such as inability to join or rejoin duty due to civil commotion or a natural calamity;

(iii) where such leave was taken for prosecuting higher studies, and the teacher submits details affirming the fulfilment of the purposes for which he was granted such leave to the satisfaction of the Competent Authority; or

(iv) where such leave was granted to enable the teacher to —

- (1) undertake training or study in a foreign country, under the Commonwealth Scholarship, Fellowship or Academic Exchange Scheme, or the Fulbright Programme, or any other scheme sponsored, recognised or approved by the University Grants Commission;
- (2) avail of a Career Award, Research Scientist Award or a Fellowship of the University Grants Commission;
- (3) a Fellowship, or an invitation or assignment (not being an appointment on a salaried post), from an institution of higher learning or research or an academic, scientific, literary or cultural organisation, to deliver lectures, conduct research, technical or academic work provide expert advice, or perform more than one such function, upon the Executive Council or the Governing Body being satisfied before granting the leave that such Fellowship, invitation or assignment was of extraordinary importance.

(f) Where a teacher applies for Extraordinary Leave for taking employment elsewhere, he shall be required to intimate the terms and conditions of such employment along with his application, and in case Extraordinary Leave is granted on such application, such leave, and the lien of the teacher, shall not continue beyond the period of probation (including any extension of probation) on the said employment:

Provided that such teacher shall be required to forthwith give intimation to the Competent Authority of any extension or termination of his probation, and of his confirmation, as the case may be, in such employment:

Provided further that where the teacher has been denied confirmation in such employment, or has voluntarily relinquished such employment prior to his confirmation thereon, he shall forthwith give intimation thereof to the Competent Authority and shall, with the permission of the Competent Authority, report to the institution for resuming duties and his Extraordinary Leave and lien shall continue till the date he resumes service in the institution.

(g) A teacher who has been granted lien on his substantive post in the institution while on employment elsewhere shall be required to pay lien fees to the institution, for the duration of such lien, at the rate determined by the Executive Council after consulting the Finance Committee.

(h) Notwithstanding any other provision of this Ordinance or any other Ordinance, where a teacher is confirmed in a substantive appointment elsewhere, his lien shall terminate on, and he shall cease to be in the service of the institution from, the effective date of such confirmation.

19. A male teacher with less than two surviving children may be granted Paternity Leave, of not more than 15 days, during the confinement of his wife for childbirth, i. e. the period commencing from a date not earlier than 15 days before, and not later than two months from, the date of delivery of the child:

Provided that Paternity Leave shall be treated as lapsed in case it is not availed of during the said period.

20. (a) Study Leave may be granted to a teacher with not less than three years of continuous service in the institution, for pursuing a special line of study or research

directly related to his work in the institution or for making a special study of the various aspects of the organisation of higher education or methods of education, as proposed in the detailed plan of work to be submitted with the application for such leave:

Provided that the period during which the teacher was on probation, prior to confirmation on his current post, may be included in computing the length of such continuous service:

Provided further that in exceptional circumstances, for reasons to be recorded, the Competent Authority may waive the condition of the required service of three years being continuous.

(b) The detailed plan of work, referred to in sub-clause (a), shall *inter alia* specify the course of study or programme of research (hereafter in this Ordinance, referred to as "the project"), to be pursued by the teacher under Study Leave, and the institution or establishment, or institutions or establishments, where such project is to be undertaken.

(c) Study Leave shall not be admissible to a teacher who is due to retire on superannuation within five years of the date on which he is expected to return to duty after the expiry of Study Leave.

(d) Study Leave shall be granted, in the first instance, for a period of not more than two years, but the Competent Authority may, after considering the progress report submitted by the teacher, along with the recommendation in that regard of the supervisor of the project, and being satisfied that such extension is unavoidable on academic grounds and necessary in the interests of the institution, extend the same for a further period, such that the total period of the initial and extended leave does not exceed three years.

(e) Study Leave may be granted not more than twice during the entire career of the teacher, subject to the maximum limit of five years for the periods of Study Leave taken together:

Provided that the Competent Authority may, in its discretion, deny the grant of Study Leave to a teacher who has availed of it earlier, except if such teacher has served the institution for a period of not less than five years after return to duty from the earlier period of Study Leave:

Provided further that where the number of teachers of an academic unit, as defined in sub-clause (i) of clause 3, who have applied for Study Leave, exceeds the number of teachers eligible to be granted such leave under the norms specified therein, the Competent Authority may give preference to teachers who have not availed of Study Leave earlier or have completed the period of not less than five years referred to in the preceding proviso.

(f) The Study Leave granted to a teacher shall be deemed to be cancelled in case it is not availed of within twelve months of its sanction, but such cancellation shall not deprive the teacher of the opportunity to apply afresh for such leave.

(g) A teacher who has been granted Study Leave shall not be permitted to alter substantially the project for which it has been granted, except with the approval of the Competent Authority.

(h) Where a teacher combines Study Leave with any other kind of leave permissible for the purpose under this Ordinance, the total period of absence from duty, on account of Study Leave and any other leave taken in conjunction with it, shall not exceed three years.

(i) Where the remuneration, i. e. the Scholarship, Fellowship or other stipend, to be drawn by the teacher for the project —

- (i) is not more than the pay drawn immediately before proceeding on Study Leave, the leave salary during the period of such leave shall be equal to the said pay; or
- (ii) exceeds the pay drawn by the teacher immediately before proceeding on Study Leave, and —
 - (1) the Study Leave is being availed of in India, no leave salary shall be admissible; or
 - (2) the Study Leave is being availed of abroad, such remuneration shall be taken into account in determining the leave salary, but the amount of the said remuneration shall not be offset against the otherwise admissible leave salary, except in case the said remuneration is above a specified amount, to be determined, for the University and the Colleges, by the Vice-Chancellor from time to time, on the basis of the cost of living for a family in the country concerned.
- (j) A teacher on Study Leave shall submit, to the Registrar or the Principal at intervals of six months, reports of his progress in the project endorsed by the supervisor thereof, and where such report does not reach the Registrar or the Principal within one month of the date on which it is due, the payment of the leave salary of the teacher may be deferred till the receipt of such report:

Provided that where the project is not formally under a supervisor, the Head of the institution or establishment where the project is being undertaken, or a person in the service of the institution or establishment specified by the Head in that regard, shall be deemed to be the supervisor of the project for the purposes of this clause.

- (k) A teacher availing of Study Leave shall serve the institution, after his return to duty upon the expiry thereof, for a continuous period of not less than three years from the date of such return:

Provided that the teacher shall submit, with the application for Study Leave, an undertaking to fulfil the requirement of this provision.

- (l) A teacher granted Study Leave shall, before proceeding on such leave, execute a bond in favour of the institution binding himself for the due fulfilment of the conditions prescribed in sub-clauses (i) and (m), and other sub-clauses, and furnish, in affirmation thereof, security of immovable property to the satisfaction of the Finance Officer or the Treasurer of the Governing Body, or a fidelity bond of an insurance company, or a guarantee by a scheduled bank, or the surety of two confirmed teachers of the institution, including a teacher on probation holding lien on a permanent post in the institution, not being teachers due to retire within five years of the execution of such surety, for the payment of the amount that might become refundable to the institution in accordance with the provisions of sub-clause (o).

- (m) Where the project is completed before the end of the period of Study Leave, the teacher shall, on the conclusion thereof, resume duty at the institution, except if the previous approval of the Competent Authority has been obtained to defer the resumption of duty for the remaining portion of Study Leave, or any part thereof, and in such a case the interval between the date of the completion of the project and the date of resumption of duty shall be treated as a period of Extraordinary Leave.

- (n) A teacher on Study Leave, who is prematurely discharged from the project by the institution or establishment concerned, or by the agency funding the remuneration referred to in sub-clause (i), or withdraws from the project of his own accord —

- (i) shall forthwith return to duty; and
- (ii) shall be deemed as having exhausted one of the admissible periods of Study Leave:

Provided that the condition at serial number (ii) shall not apply where the discharge

or withdrawal of the teacher from the project is on medical certificate.

(o) A teacher who, after proceeding on Study Leave —

- (i) prematurely withdraws, or is discharged, from the project, except on medical certificate;
- (ii) fails to return to duty after the expiry of Study Leave;
- (iii) after returning to duty on the expiry of Study Leave, leaves the service of the institution without completing the period of further service prescribed by sub-clause (f); or
- (iv) is, on grounds of misconduct, dismissed or removed from the service of the institution within the prescribed period referred to in serial number (iii).

shall be liable to refund to the institution the amount of leave salary and allowances drawn by him and other expenses incurred on him, or paid to him or on his behalf, in connection with the project.

(p) A teacher who has availed of Study Leave shall submit, upon return to duty, a report affirming the fulfilment of the purposes for which he was granted such leave, including the details of his academic contributions or publications during the period of the project or on the basis of the work done in the course thereof, and of any dissertation submitted by him and any academic distinction conferred on him for the project, and a testimonial from the supervisor of the project.

21. (a) Sabbatical Leave may be granted to a teacher, with not less than seven years of continuous service in the institution, serving on the post of Professor or Reader, or on the scale of pay of Reader, for undertaking study or research related to his work in the institution, or for any other academic pursuit likely to increase his proficiency or his capacity to contribute to the institution, or of significant relevance to the academic, social or corporate objectives of the institution or the higher education system, as proposed in the detailed plan of work to be submitted with the application for such leave.

(b) The duration of Sabbatical Leave shall not exceed one year at a time and two years in the entire career of a teacher.

(c) A teacher who has availed of Study Leave shall not be entitled to Sabbatical Leave, except after the expiry of five years from the date of his return from the immediately previous period of Study Leave.

(d) A teacher on Sabbatical Leave shall not take up during the period of that leave, any regular appointment under another organisation in India or abroad:

Provided that the teacher may be permitted by the Competent Authority to accept a Fellowship, or a research scholarship, or an *ad hoc* teaching and research assignment with honorarium, or any other form of assistance, other than regular employment, in an institution of advanced studies, but in any such case the Competent Authority may, if it so deems appropriate, sanction Sabbatical Leave on reduced pay and allowances.

(e) A teacher who has availed of Sabbatical Leave shall submit, upon return therefrom, a report to the Competent Authority on the nature of studies, research or other work undertaken during the period of such leave.

22. (a) A teacher appointed on probation, who holds lien on a permanent post in the institution, shall, in respect of leave, be entitled to the benefit of the provisions of this Ordinance as applicable to him on the permanent post on which lien is held.

(b) A teacher appointed on probation, not being a teacher referred to in sub-clause (a), shall during the period of probation be granted leave that would be admissible to him if he held his post substantively otherwise than on probation:

Provided that such teacher shall not be entitled to Extraordinary Leave, other than on medical certificate, and any Extraordinary Leave granted to such teacher shall be subject to the provisions of sub-clause (d) of clause 16:

Provided further that if, for any reason, it is proposed to terminate the services of such teacher upon or before the expiry of the period of probation, any leave granted to him shall not extend beyond the date on which the probationary period expires or any earlier date on which his services are terminated by an order of the authority competent in that regard.

23. (a) A temporary teacher shall be eligible for the grant of leave admissible to permanent teachers, except Commuted Leave, Advance Leave, Study Leave and Sabbatical Leave, subject to the following conditions —

(i) in the case of Earned Leave during the first year of service as temporary teacher, the provision at serial number (i) under sub-clause (a) of clause 13 shall be read as "one-sixtieth of actual service including vacation":

Provided that where a temporary teacher is appointed, without interruption of duty, substantively to a permanent post, the Earned Leave that would have been admissible if his previous duty had been as permanent teacher, reduced by any Earned Leave already availed of, shall be credited to his Leave Account; and

(ii) Half-pay Leave may not be granted to a temporary teacher, except if the Competent Authority has reason to believe that the teacher shall return to duty on the expiry of such leave:

Provided that the Competent Authority may, at its discretion and with the approval of the Executive Council, grant Advance Leave to a temporary teacher, who is suffering from a serious medical ailment, for a period not exceeding 180 days in all, subject to the provisions of sub-clauses (b), (c) and (d) of clause 17, and to the following further conditions —

- (1) that the teacher has put in a service of at least one year;
- (2) that the post from which the teacher proceeds on leave is likely to last till his return to duty;
- (3) that the request for the grant of such leave is supported by a medical certificate; and
- (4) that where the teacher is subsequently appointed on permanent basis, the leave so granted shall be offset against his entitlement to Advance Leave:

Provided further that the conditions governing the grant of Extraordinary Leave to a temporary teacher shall be as specified in sub-clause (b).

(b) In the case of a temporary teacher, the duration of Extraordinary Leave on any occasion shall not exceed the following limits —

- (i) three months at a time;
- (ii) six months, in case the teacher has completed three years of continuous service and the leave application is supported by a medical certificate;
- (iii) eighteen months, where the teacher is undergoing treatment in a recognised hospital for a chronic or infectious disease of a serious nature or a potentially life-threatening condition;
- (iv) twenty-four months, where the leave is required for prosecuting studies certified to be in the interest of the institution, in case the teacher has completed, or shall complete on the date of the commencement of such leave, three years of continuous service:

Provided that where such teacher has not completed three years of continuous service, Extraordinary Leave may be sanctioned for the period of

shortfall from the limit of twenty-four months in continuation of any other kind of leave due and applied for under this clause, including the Extraordinary Leave admissible under serial number (i), in case the requirement of three years of continuous service shall be completed on a date not later than the date of the expiry of such leave.

(c) Where a temporary teacher fails to resume duty on the expiry of the Extraordinary Leave granted to him for the maximum period permissible under sub-clause (b), or where a teacher who is granted a lesser amount of leave remains absent from duty for any period which, together with the Extraordinary Leave granted, exceeds the limit up to which he could have been granted such leave in accordance with the provisions of serial number (iv) under sub-clause (b), he shall, unless the Executive Council or the Governing Body, in view of the exceptional circumstances of the case, otherwise determines, be deemed to have resigned his appointment and shall accordingly cease to be in the service of the institution.

(d) The provisions of sub-clause (d) of clause 5 shall *mutatis mutandis* apply to the credit of Earned Leave and Half-pay Leave to the Leave Account of a temporary teacher.

24. (a) The Competent Authority for Extraordinary Leave may, on a request to that effect from a foreign Government, or the Central or a State Government, or on such request from, or in pursuance of any agreement or arrangement with, any authority, establishment, institution or organisation entitled for the purpose under the rules referred to in serial number (vi) under sub-clause (b) of clause 1, grant permission to a confirmed teacher, including a teacher on probation holding a lien on a permanent post in the institution, to serve such Government or such authority, establishment, institution or organisation on deputation from the institution.

(b) The grant of permission for service on deputation, under the provisions of sub-clause (a), shall be subject to the following terms and conditions —

- (i) such permission shall not be available as a rule, or as of right, to a teacher, and shall not be granted, except if the Competent Authority is satisfied that it would serve to promote international relations or the larger interest of the country or the cause of education, learning or research:

Provided that such permission shall not be given if the emoluments admissible to the teacher on foreign service are much more than his emoluments in the institution to the extent that foreign service is rendered appreciably more attractive than the service of the institution;

- (ii) the total period of service on deputation or foreign service admissible to a teacher shall not exceed three years in the entire tenure of service of the teacher in the institution;
- (iii) the teacher proceeding on deputation shall give an undertaking by executing a bond, in the manner specified in sub-clause (1) of clause 20, to the effect that he would serve the institution, after return from deputation, on the post held by him at the time of proceeding on deputation, or in any other post not lower than the same, as may be required by the institution, for twice the period of deputation, subject to a maximum of five years from the date of resuming duties, and in default pay to the institution, an amount equal to ten times the monthly pay that he was drawing at the time of proceeding on deputation; and
- (iv) the contributions, referred to in the proviso to sub-clause (b) of clause 3, for the period of deputation or foreign service, shall —
- (1) for contributory provident fund, be paid by the teacher, in respect of his subscription, at the rates at which he would have subscribed while

- in the service of the institution, and by the employer being served by the teacher on deputation or foreign service, in respect of the contribution of the institution, at the rates at which the contribution of the institution to the said fund is payable; and
- (2) for leave salary and pension, be paid by the employer being served by the teacher on deputation or foreign service, at the rates laid down by the Executive Council in consultation with the Finance Committee, for teachers of the University and the Colleges.
- (c) The principles underlying the provisions of clauses (a) and (b) shall *mutatis mutandis* apply to cases of deputation of teachers within the institution.

ORDINANCE XLIV: PART-TIME LECTURERS AND GUEST FACULTY

(Under clauses (i) and (viii) of Section 7, clause (n) of Section 29(1) and clause (2) of Statute 17)

ORDINANCE

1. Such posts of Part-time Lecturer in Law in the University, as were duly created as such by the Executive Council, or in any Constituent College, as were duly approved by the authority empowered in that regard, prior to the date of the commencement of the Act, and were subsisting on such date, shall continue to exist as such up to the date of the discontinuance of one or more, or all, of them —

Part-Time
Lecturers and
Guest Faculty

- (i) in the case of the University, by the Executive Council on the recommendation of the Academic Council to that effect; or
- (ii) in the case of the Constituent Colleges, by the Governing Body of the concerned Constituent College (hereafter in this Ordinance referred to as "the Governing Body"), on the direction of the Vice-Chancellor, in pursuance of a recommendation of the Academic Council to that effect.

2. (a) Appointment to any post of Part-time Lecturer in Law shall be for a term of three years in the first instance, which may be extended for a further term of three years —

- (i) in the case of the University, by the Executive Council, on the recommendation made by the Vice-Chancellor after considering the proposal in this regard submitted by the Head of the Department through the Dean of the Faculty concerned; or
- (ii) in the case of a Constituent College, with the prior approval of the Vice-Chancellor, by the Governing Body, on the recommendation made by the Principal:

Provided that every person serving as Part-time Lecturer in Law, immediately before the commencement of this Ordinance, shall be deemed to have been appointed under this Ordinance from the date of his initial appointment as such, and shall continue as such in case he has not already completed a term of three years.

(b) A Part-time Lecturer in Law in the University and the Constituent Colleges may receive salary not exceeding one-half of the initial salary in the scale of pay of Lecturer, as determined by the Executive Council, and such salary may be increased by the Executive Council upon any revision of such scale of pay:

Provided that the emoluments of such Part-time Lecturer in Law may not include any allowance, except such as may be approved by the University Grants Commission:

Provided further that the Executive Council may, on the recommendation of the Finance Committee and with the approval of the University Grants Commission,