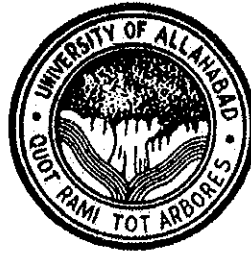
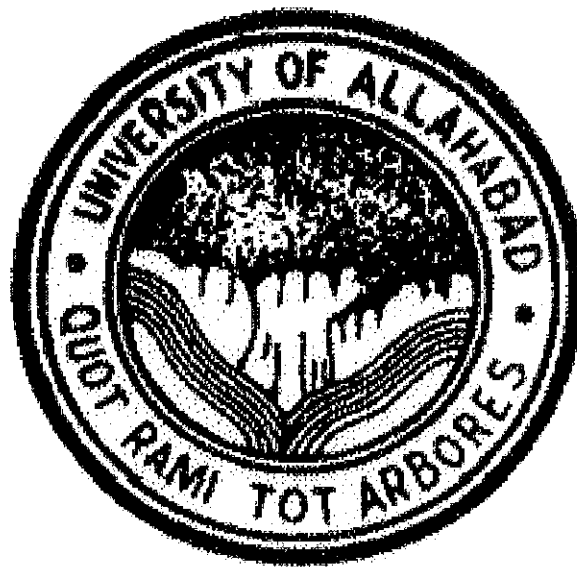


UNIVERSITY OF ALLAHABAD



**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

प्राधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

सं० 22]

नई दिल्ली, शनिवार, फरवरी 9, 2008 / माघ 20, 1929

No. 22]

NEW DELHI, SATURDAY, FEBRUARY 9, 2008 / MAGH 20, 1929

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.

[To be Published in the Gazette of India, Extraordinary Part II—Section 1]

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.

to posts sub-classified as Ministerial Staff under Group C. and other matters relevant in this regard.

(d) The provisions in respect of Departmental Examinations for the Non-Teaching Employees of the Constituent Colleges shall be as laid down by the Regulations referred to in sub-clause (a).

(e) The Regulations referred to in clause (a) shall also lay down the ratio of direct recruitment to promotion in respect of appointment to specified higher posts in each sub-class of the Non-Teaching Employees, other than the employees classified under Group D, and such ratio may be different for different levels of such higher posts.

3. The first Regulations under clause 2 shall be promulgated by the Vice-Chancellor and shall be reported to the Executive Council, which shall have the power to amend the same from time to time.

**ORDINANCE L: TERMS AND CONDITIONS OF SERVICE OF NON-TEACHING EMPLOYEES OF THE UNIVERSITY AND THE CONSTITUENT COLLEGES**

*(Under clause (1) of Statute 20, clause (1) of Statute 21, clause (3) of Statute 30 and clause (2) of Statute 30)*

**ORDINANCE**

1. The "University of Allahabad Non-Teaching Employees (Terms and Conditions of Service) Rules" (hereafter in this Ordinance referred to as "the Rules"), as set forth in the Schedule to this Ordinance and amended from time to time, shall govern the terms and conditions of service of the employees, of the University and the Constituent Colleges, other than teachers and such employees as may specifically be exempted from the application thereof by the Executive Council.

Terms and conditions of Service of Non-Teaching Employees of the University and the Constituent Colleges

2. The Rules shall be integral to this Ordinance.

3. The Rules shall apply to the employees referred to in clause 1, without prejudice to

- (i) other provisions of the Statutes, Ordinances and Regulations in respect of matters relating to, or otherwise having a bearing on, the terms and conditions of service of the said employees, read with clause (d) of section 5 of the Act and sub-clause (b) of clause 6 of Ordinance XXXV; and
- (ii) the provisions of other rules, not inconsistent with the provisions referred to in serial number (i), laid down from time to time by the Executive Council for the said employees of the University and the Constituent Colleges and, subject to the said other rules, by the Governing Body of each Constituent College for the employees thereof.

4. Notwithstanding any other provision of the Ordinances, on and from the date of the commencement of this Ordinance, every such person employed in the University, including an institution maintained by it, immediately before the said date, as was not so employed on the date of the commencement of the Act, shall hold his service in the University, including the said institution, by the same tenure, at the same remuneration and upon the same terms and conditions, and with the same rights and privileges as to pension, leave, gratuity, provident fund and other matters, as he would have held the same if this Ordinance had not commenced, and shall continue to do so unless and until his employment is terminated or until such tenure, remuneration and terms and

conditions are duly altered by the provisions of the Ordinances:

Provided that if the alteration so made is not acceptable to such employee, his employment may be terminated by the University in accordance with the terms of the contract with the employee or, if no provision is made therein in this behalf, on payment to him by the University of compensation equivalent to three months' remuneration in case of permanent employees and one month's remuneration in the case of other employees:

Provided further that every such person shall, pending the execution of a contract under section 34 of the Act, be deemed to have been appointed in accordance with the provisions of a contract consistent with the provisions of the Act, the Statutes and the Ordinances.

5. Matters relating to the service conditions and benefits of the employees referred to in clause 1 and clause 4, including *inter alia* the fixation of pay and other issues regarding pay, and pension, gratuity, General Provident Fund and Contributory Provident Fund, Medical Attendance and Leave Travel Concessions, for which provision has not been made in the Rules, or the provision made in the Rules requires further elaboration, shall be determined by the Executive Council, in consultation with the Finance Committee, where such consultation is called for under the Act, the Statutes and the Ordinances, and pending such determination by the Executive Council, the said matters shall be dealt with in accordance with the Fundamental Rules and the Supplementary Rules of the Government of India, and such specific Rules, made thereunder or independently, as are applicable to the employees of the Central Civil Services.

### THE SCHEDULE TO ORDINANCE L

(See sub-clause (a) of clause 1)

## THE UNIVERSITY OF ALLAHABAD NON-TEACHING EMPLOYEES (TERMS AND CONDITIONS OF SERVICE) RULES

### CHAPTER I

#### APPLICATION AND DEFINITIONS

##### Part I: Short Title, Application and Commencement

1. These Rules may be called the University of Allahabad Non-Teaching Employees (Terms and Conditions of Service) Rules.
2. These Rules shall apply to the employees of the University and the Constituent Colleges, except teachers and such other employees as may specifically be exempted from the application thereof by the Executive Council, and shall be read in conjunction with relevant provisions of the Statutes and the Ordinances.
3. These Rules shall come into force with effect from the date of the commencement of Ordinance L.

##### Part II: Definitions and Interpretations

4. In these Rules, unless the context requires otherwise —
  - (i) "Authority" means, except in the case of any reference to an authority of

the University as defined in the Act, an officer, functionary, employee or other person who, or a body which, exercises any administrative, adjudicatory or advisory jurisdiction, power or control, or performs any function or duty, or fulfils any responsibility, or determines any issue or matter, whether substantively or by assignment or delegation for specified purposes;

- (ii) "average pay" means the average monthly pay earned during the ten complete months immediately preceding the month in which the event occurs that necessitates the calculation of average pay;
- (iii) "cadre" means the strength of a service or a part of a service sanctioned as a separate unit;
- (iv) "College" means a Constituent College of the University, and any reference to the College shall be construed always in relation only to the employees of the College;
- (v) "compensatory allowance" means an allowance granted to meet personal expenditure necessitated by the circumstances in which duty is performed, and includes a travelling allowance;
- (vi) "deputation" means the temporary assignment or transfer of an employee by the University or the College, with his consent —
- (1) to a post or service outside his cadre but within the University or the College; or
  - (2) to a post or service outside the University or the College, 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 University or the College 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 University or the College:
- Provided that the said rules shall be laid down, in the case of the University, by the Executive Council or, in the case in the case of the College, by the Governing Body on the basis of the corresponding rules laid down by the Executive Council for the University;
- EXPLANATION:** In these Rules, deputation under item (1) is generally referred to as "local deputation" and deputation under item (2) is generally referred to as "foreign service".
- (vii) "duty" includes service on probation provided that such service is followed by confirmation;
- (viii) "employee" means, subject to the provisions of clause (iii) of Rule 63, a person, appointed by the University or the College to any post in the University or the College, respectively, to whom these Rules apply under the provisions of Rule 2;
- (ix) "Executive Council" means the Executive Council of the University, and any reference to the Executive Council shall be construed always in relation only to the employees of the University, except where the Executive Council is empowered by any of these Rules to lay down provisions applicable to employees of the University and the Colleges, both;
- (x) "fee" means any recurring or non-recurring payment to an employee from a source other than the funds of the University or the College, whether made directly to the employee or indirectly through the agency of the University or the College.

- (xi) "Foreign Service" means service rendered under the Government, or any other entity referred to in item (2) under serial number (vi), in which an employee receives his substantive pay from a source other than the funds of the University or the College;
- (xii) "Governing Body" means the Governing Body of a College, and any reference to the Governing Body, or to the Chairperson thereof, shall always be construed in relation only to the employees of the College concerned;
- (xiii) "honorary" means a recurring or non-recurring payment granted to an employee from the funds of the University or the College, as remuneration for special work of an occasional or intermittent nature.
- (xiv) "joining time" means the time allowed to join a new post or to travel to or from a station to another to join a post;
- (xv) "leave" means a permission granted to an employee to be absent from actual duty;
- (xvi) "leave salary" means the monthly amount paid by the University or the College to an employee who is on leave;
- (xvii) "lien" means the title of an employee to hold substantively, either immediately or on the termination of a period or periods of absence, a permanent post, including a tenure post, to which he has been appointed substantively;
- (xviii) "month" means a Calendar month, and in calculating a period expressed in terms of months and days, complete Calendar months, irrespective of the number of days in each month, shall first be calculated and the odd number of days calculated subsequently;
- (xix) "officiating capacity" or "officiation" means the situation where an employee performs the duty of a post on which another person holds a lien, or the duty of a vacant post on which no other employee holds a lien;
- (xx) "pay" means the amount of monthly remuneration, excluding allowances and reliefs of all descriptions, approved, on a fixed rate or a time-scale, for a post, and in relation to an employee means the amount drawn monthly by him as —
- (1) the pay (other than special pay or pay granted in view of his personal qualifications), which has sanctioned for the post held by him substantively or in an officiating capacity or to which he is entitled by reason of his position in a cadre; and
  - (2) special pay and personal pay;
- (xxi) "permanent post" means a post, carrying a definite time-scale (or rate) of pay, sanctioned without limit of time;
- (xxii) "personal pay" means additional pay granted —
- (1) to save an employee from loss of substantive pay in respect of a permanent post, other than a tenure post, due to revision of pay or to any reduction of such substantive pay, otherwise than as a disciplinary measure; or
  - (2) in exceptional circumstances, on other personal considerations;
- (xxiii) "Principal" means the Principal of the College, and any reference to the Principal shall always be construed in relation only to the employees of the College concerned;
- (xxiv) "probation" means the period, following the joining of a post (after appointment) by a person, during which the fitness of the person for eventual substantive appointment to the post is determined.



- (xxv) "sexual harassment" means any kind of objectionable behaviour towards a woman that is incompatible with her dignity, honour or personal freedom, and includes such unwelcome sexually determined behaviour, whether directly or otherwise, by any person, either individually or in association with other persons, as physical contact and advances, remarks or gestures with sexual connotations, a demand or request for sexual favours, showing pornographic materials or otherwise subjecting to sexually offensive materials, or any other unwelcome physical, verbal or non-verbal conduct of a sexual nature;
- (xxvi) "special pay" means an addition, of the nature of pay, to the emoluments of a post, or of an employee, granted in consideration of—  
(1) the specially arduous nature of the duties; or  
(2) a specific addition to the work or responsibility;
- (xxvii) "subsistence allowance" means monthly allowance given to an employee who is not in receipt of pay or leave salary.
- (xxviii) "substantive pay" means the pay, other than special pay or personal pay or any other emoluments classified as pay, to which an employee is entitled on account of a post to which he has been appointed substantively;
- (xxix) "Temporary post" means a post, carrying a definite time-scale (or rate) of pay, sanctioned for a limited time;
- (xxx) "time-scale of pay" means pay that rises, by periodical increments, from a minimum to a maximum;
- (xxxi) "travelling allowance" means an allowance granted to an employee to cover the expenses which he incurs in travelling in the interests of University or the College;
- (xxxii) "University" means the University of Allahabad, and includes any institution maintained by the University and, except where provided otherwise in any Rule, any reference to the University shall always be construed in relation only to the employees of the University;
- (xxxiii) "Vice-Chancellor" means the Vice-Chancellor of the University and, except where provided otherwise in any Rule, any reference to the Vice-Chancellor shall always be construed in relation only to the employees of the University.

## CHAPTER II

### GENERAL

#### Part I: *General Conditions of Service*

#### 5. Posts, Recruitment and Appointments:

##### (a) Categorisation of posts:

Cadres and the posts under the University and the Colleges shall be specified in the ANNEXURE to these Rules.

##### (b) Qualifications for appointment:

The qualifications for appointment to the posts in various cadres in the University and the Colleges shall be such as may be determined, from time to time, by Ordinances or Regulations, or in case provision for the same has not been made therein, by the Executive Council:

Provided that where the Governing Body is empowered in that regard by the Statutes or the Ordinances, such qualifications may be determined by the Governing

Body.

(c) Fitness:

- (i) Appointment of persons by direct recruitment for a period of more than 12 months shall be subject to their being found medically fit by the Medical Officer of the University, or the Medical Officer specified for the College, as the case may be, or any other Medical Officer authorised for the purpose.
- (ii) The persons appointed on part-time basis, if any, shall also be required to produce Medical Certificate of fitness in the same manner and under the same conditions as applicable to whole-time employees.
- (iii) No person shall be appointed to any post unless the appointing authority is satisfied that he possesses good character and antecedents.

(d) Methods of Recruitment:

Recruitment to the posts may be made —

- (i) by direct recruitment;
- (ii) by promotion; and
- (iii) by appointment of employees borrowed from Government Departments and other Institutions.

(e) Recruitment by Promotion:

- (i) Where provision has been made for recruitment to a post by promotion, the appointment to a post in any grade by promotion may be made, whether in a permanent or officiating capacity, from amongst employees serving in posts in the next lower grade.
- (ii) Every appointment by promotion shall be on the basis of merit and suitability as adjudged on record of service, due regard being paid to seniority.

6. Appointments:

(a) Appointments to the posts shall be made —

- (i) by the Executive Council, or by the authority to whom the power to make such appointments is assigned by the Statutes or the Ordinances or delegated by the Executive Council, in the case of the University; or
- (ii) by the Governing Body, or by the authority to whom the power to make such appointments is assigned by the Statutes or the Ordinances, in the case of the College:

Provided that such appointments shall be made on the recommendations of Selection Committees appointed for the purpose, from time to time, in accordance with the prescriptions of the Statutes and the Ordinances, or where provision for the same has not been made therein, the directions of the Executive Council.

(b) The age, educational and other qualifications for appointment to the post in the University or the College and the methods of recruitment shall be as prescribed, from time to time, by Ordinances or Regulations, or in case provision for the same has not been made therein, by the Executive Council:

Provided that the Rules laid down by the Government of India for reservation of certain percentages of posts in respect of candidates belonging to Scheduled Castes, the Scheduled Tribes or the Other Backward Classes, or persons with disabilities, shall apply *mutatis mutandis* to such posts as are to be filled by direct recruitment.

7. Appointments in the place of employees dismissed, removed or reduced:

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

8. Appointment or Promotion of employees continuing on their posts on the strength of Stay Orders issued by a competent Court or other authority:

Where an employee is continuing on his current post on the strength 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 employee 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 employee 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 employee has been allowed finally.

9. Employees absent from duty:

The absence of an employee from duty, whether on leave, local deputation or foreign service, or for any other reason and whether his lien in a post borne on the cadre of the service is suspended or not, shall not, if he is otherwise fit, disentitle him to the privileges in respect of appointment, promotion and seniority that he would have enjoyed but for his absence and shall not render him ineligible for such privileges on his return:

Provided that an employee on probation, holding a lien on a permanent post, who has been permitted, in the special circumstances referred to in clause (b) of Rule 46, and also implied in clause (c) thereof, to proceed on foreign service or local deputation, shall be allowed, on his return to complete the period of probation, and his entitlement to the privileges of appointment, promotion and seniority shall be subject to his completing, on his return, the said period of probation satisfactorily.

10. Maximum period of continuous leave and related provisions:

(a) No permanent employee shall be granted leave, whether of a particular kind or of all kinds taken together, for a continuous period exceeding three years.

(b) Without prejudice to the provisions of clause (f) of Rule 49, the lien of an employee shall be deemed to have terminated, and he shall cease to be in the service of the University or the College, 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 leave sanctioning authority, on leave admissible to him or local 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 employee has no further leave at credit in his leave account under Chapter IV.

## Part II: Tenure

11. Probation and confirmation:

(a) Every person appointed permanently to a post under the University or the College after the commencement of these Rules, whether by promotion or by direct recruitment, shall be on probation in such post for a period of one year provided that the appointing authority may, in any individual case, extend the period of probation for a further period not exceeding one year, for reasons to be recorded in writing:

Provided that this provision shall also apply to persons, if any, who had, on the date of such commencement, not completed one year of service after having been appointed permanently, whether by promotion or by direct recruitment, to a post.

(b) Where a person appointed to a post under the University or the College on probation is, during his period of probation, found unsuitable for holding that post or has not completed his period of probation satisfactorily, the appointing authority may

- (i) in case of a person appointed by promotion revert him to the post held by him immediately before such appointment;
- (ii) in case of a person appointed by direct recruitment terminate his services under the University without notice; or
- (iii) extend his period of probation to the extent necessary, as specified in clause (a).

(c) Every person appointed to a permanent post under the University or the College by promotion or by direct recruitment shall, on satisfactorily completing his period of probation, be eligible for being confirmed in that post, but shall be deemed to have been so confirmed with effect from such date as may be fixed by the appointing authority in the order of confirmation.

(d) No employee shall be confirmed in any post unless —

- (i) such post is permanent and no one else holds a lien on the post; and
- (ii) the service of the employee under the University or the College is approved by the appointing authority.

#### 12. Seniority:

The seniority of employees in a particular cadre or grade shall be determined in accordance with the rules to be prescribed, from time to time, by the Executive Council or, where the Governing Body is empowered in that regard by the Statutes or the Ordinances, the Governing Body, and such rules shall be subject to the provisions of the Statutes and the Ordinances.

#### 13. Temporary and permanent service:

(a) An employee shall be a temporary employee of the University or the College, until he is confirmed in a permanent post under the University or the College.

(b) An employee confirmed in permanent post under the University or the College shall, subject to clause (b) of Rule 14, be a permanent employee of the University or the College.

#### 14. Termination of Service:

(a) The services of a temporary employee may be terminated by the appointing authority without assigning any reason —

- (i) during the period of probation, at any time, without notice; or
- (ii) if the appointment is temporary, at any time —
  - (1) by a notice of one month in writing given to the employee by the appointing authority; or
  - (2) forthwith, by payment to the employee of a sum equivalent to the amount of his pay plus allowances at the same rates at which he was drawing them immediately before the termination of his service, for the period of the notice; or

- (3) by a notice of less than one month, by payment to the employee of a sum equivalent to the amount of his pay plus allowances at the same rates at which he would be drawing them immediately before the termination of his service, for the period by which such notice falls short of one month.

(b) The service of a permanent employee may be terminated by a notice of three months or on payment of pay plus allowances drawn by him immediately before the termination of his service for such period as the notice falls short of three months, or without notice on payment of three months pay plus allowances drawn by him immediately before the termination of his service, if the post in which he was confirmed is abolished.

(c) An employee who is given notice of termination of service under clause (b) may be granted, during the period of notice, such earned leave, as may be admissible to him, and where the leave so admissible and granted is more than three months, his services shall terminate on the expiry of the period of notice and he shall be paid leave salary in lieu of the surplus earned leave (i. e. earned leave at credit after deducting the period of three months).

#### 15. Retirement:

(a) The age of retirement of the employee in the permanent whole-time service of the University or the College shall be sixty years, and such employee shall retire from service on the day immediately preceding his sixtieth birthday:

Provided that where, in the case of specified administrative officers and administrative functionaries of the University, the Statutes or the Ordinances prescribe sixty-two years as the age of retirement, any such administrative officer or administrative functionary shall retire from service on the day immediately preceding his sixty-second birthday:

Provided further that the Executive Council may lay down that, except where the sixtieth birthday, or, as the case may be, the sixty-second birthday, of an employee falls on the first day of a Calendar month, the employee of the University or the College shall retire from service on the last day of the Calendar month within which his date of retirement falls.

(b) Notwithstanding the provisions of clause (a), an employee shall be retired:

- (i) on his being declared medically unfit for service by a Medical Board to be appointed, as the case may be, by the Executive Council or, in accordance with the rules laid down by the Executive Council in that regard, by the Governing Body; or
- (ii) on the imposition of the penalty of compulsory retirement.

#### 16. Resignation:

Subject to the acceptance of resignation by the Competent Authority, a permanent employee may by notice of three months, or a temporary employee may by notice of one month, in writing addressed to the appointing authority, resign the service of the University or the College, or by payment of a sum equivalent to the amount of his pay plus allowances for the period of the notice at the same rates at which he was drawing them immediately before the acceptance of his resignation:

Provided the appointing authority may, if it deems proper in any case, permit such resignation by a permanent employee on notice of less than three months or by a temporary employee on notice of less than one month.

#### Part III: Miscellaneous

17. Provision in respect certain persons serving or engaged on temporary or other non-regular basis or granted regular or temporary employment before the commencement

of Ordinance L:

- (a) Subject to the provisions of clause (b), a person —
- (i) serving in any office or other unit of the University or a College on temporary basis; or
  - (ii) otherwise engaged by any such office or other unit on non-regular, contractual or casual basis,
- on the date immediately preceding the commencement of the Act, on remuneration or wages not charged to the Non-Plan grant under the duly approved Budget of the University or the College —

- (1) who was included, in substantive or temporary capacity or on probation, in the list of employees remunerated from such Non-Plan Budgetary grant; or
- (2) the status of whose service, in the case of a person referred to in serial number (i), or engagement, in the case of a person referred to in serial number (ii), was otherwise altered during the said period in a manner that granted him such eligibility for inclusion in the said list of employees as he did not possess on the date immediately preceding the commencement of the Act,

at any time, during the period from the date of the commencement of the Act to the date immediately preceding the commencement of Ordinance L, shall, on the date of the commencement of the said Ordinance, stand reverted to the status of his service or engagement as it subsisted on the date immediately preceding the commencement of the Act.

- (b) The provisions of clause (a) shall not apply, in respect of any person, who —
- (i) was engaged by the University, from a date prior to February 23, 1998, in a temporary capacity on non-regular basis; and
  - (ii) was continuing as such on the date of the commencement of the said Ordinance, without any break from the date of his engagement referred to in serial number (i); and
  - (iii) was classified by the Finance Committee, at its meeting held on July 28, 2003, as a person eligible for adjustment on a regular vacancy of the concerned category in the University,

to the detriment of the claim of such person for the benefit of the said adjustment, but this privilege shall not be admissible to any other person who was not classified as eligible for such adjustment by the said meeting, or was engaged after February 23, 1998, or on contractual basis, or on any muster roll, or on other casual basis, or was continuing under interim orders of a Court or other authority.

(c) The services of a person who was, during the period from the date of the commencement of the Act to the date of commencement of Ordinance L, granted substantive or temporary employment, in the University or a College, on a post borne on the Non-Plan Budgetary grant thereof, without following the procedure prescribed in the provisions in force during the said period under sub-section (2) of section 45 of the Act, shall stand terminated with effect from the date of commencement of Ordinance L.

#### 18. Service Books and Character Rolls:

- (a) The University or the College shall maintain a Service Book and a Character Roll for each employee in such Form as may be prescribed by the Executive Council.
- (b) The entries in the Service Book of an employee shall be authenticated, in the case of the University by an officer authorised in this behalf by the Vice-Chancellor, and in the case of a College, by the Principal.

#### 19. Confidential Reports:

- (a) Subject to the provisions of clause (e), the Executive Council shall prescribe for the

University, and the Governing Body shall prescribe, in accordance with the directions of the Executive Council in that regard, for the College, the officers or functionaries or other personnel in a supervisory or similar position, who shall —

- (i) draw up, confidentially, each year, on the Form prescribed by the Vice-Chancellor, a report (hereafter in this Rule referred to as "the Confidential Report") on the work and conduct of any employee who had served under him for a period of not less than four months in the immediately preceding Calendar Year, and shall be known as "the Reporting Officer";
  - (ii) review and finalise, on the Form referred to in serial number (i), the Confidential Report submitted, in respect of the employee concerned, by the Reporting Officer, and shall be known as "the Reviewing Officer"; and
  - (iii) decide on the representation submitted by the employee concerned, against the unfavourable observations on his work and conduct in the Confidential Report of the Reporting Officer, as finalised by Reviewing Officer (hereafter in this Rule referred to as the "adverse entry"), and shall be known as "the Revising Officer".
- (b) The Reporting Officer shall forward his Confidential Report on the employee concerned to the Registrar (in the case of the University) or the Principal (in the case of the College), who shall, where he is himself not the Reviewing Officer, forward such Confidential Report to the Reviewing Officer.
- (c) The Reviewing Officer shall, while reviewing the Confidential Report or Reports, have the discretion to determine the unfavourable observations of the Reporting Officer that are weighty enough to be entered in the Character Roll of the employee concerned (hereafter in this Rule referred to as "the adverse entry"), and all such adverse entries shall be recorded in the said Character Roll.
- (d) Any adverse entry, referred to in clause (c), shall be communicated by the Registrar or the Principal, to the employee concerned, who may represent against the adverse entry, through the Registrar or the Principal, to the Revising Officer, and the decision of the Revising Officer in respect of such adverse entry shall be final.
- (e) The provision for the writing of Confidential Reports shall apply only in respect of such Group D employees of the University or the College as are engaged in sensitive work:

Provided that if there is any shortcoming in the allotted work, or any act of indiscipline or violation of the rules of conduct, on the part of any Group D employee, the University or the College may take recourse to disciplinary action against him:

Provided further that, in the absence of Confidential Reports, punishments, including recordable warnings, as well as commendations, etc., conveyed to the Group D employees, shall be entered in the Service Book and the relevant information furnished to the Establishment Committee, or any other authority empowered in that regard, when their cases are considered for promotion, confirmation and the crossing of the Efficiency Bar (if any) and other relevant matters:

Provided also that such Confidential Reports as are maintained shall be made use of by the said Establishment Committee or other authority.

#### 20. Tests or Examinations:

- (a) Every employee shall be required to pass such Departmental and other tests or examinations as may be prescribed by the Executive Council for employees of the University and the Colleges.
- (b) The Executive Council may also lay down rules regarding the periods within which the tests or examinations referred to in clause (a) shall be passed by the employees, the consequences of not passing the same and other cognate matters.

#### 21. Residuary Conditions of Service and Power to Relax:

- (a) Any matter relating to the conditions of service of an employee of the University or

the College in respect whereof no provision is made in these Rules, or in the Statutes and Ordinances, or the provision made therein requires elaboration, shall be determined by the Executive Council.

(b) Notwithstanding anything contained in these Rules, for the purpose of relieving any employee of the University or the College of any undue hardship arising from the operation of any of the provisions of these Rules—

- (i) in the case of an employee of the University, the Executive Council: or
- (ii) in the case of an employee of the College, the Governing Body, with the approval of the Executive Council.

may relax any of such provisions of these Rules, but no such relaxation shall be made as may be inconsistent with the provisions of the Statutes or the Ordinances.

#### 22. Notification of Essential Services:

Notwithstanding anything contained in these Rules, the Registrar, with the concurrence of the Vice-Chancellor, in the case of the University, or the Principal, with the concurrence of the Chairperson of the Governing Body, in the case of the College, may, upon being satisfied that there exists an extraordinary situation, notify such categories and such number of employees, as he may deem necessary, as essential for the performance of certain duties for maintaining services considered indispensable, for a period not exceeding ninety days; and the refusal to attend to such duties shall render the employee concerned liable for major penalty under these Rules, including dismissal from service:

Provided that every such employee shall be entitled to compensatory leave for the quantum of additional hours of duty performed, subject to a maximum of 15 days, or cash payment in lieu thereof, after the notified period is over.

#### 23. Removal of doubts:

Where a doubt arises as to the interpretation or application of any of provisions of these Rules, the matter shall be referred to the Executive Council for decision, which shall be final.

### CHAPTER III

#### PAY AND ALLOWANCES

##### Part I: Pay

#### 24. Scales of Pay:

(a) The scales of pay for the posts in the University and the Colleges shall be as specific, from time to time by the Executive Council, in accordance with the directions or advice of the University Grants Commission.

(b) Where any employee of the University or a College was awarded, before the commencement of the Act, a time-scale of pay to which he was not entitled under the rules then in force, the Executive Council (in the case of an employee of the University) or the Governing Body (in the case of an employee of the College) shall have the power to redetermine such time-scale of pay and consequential benefits with effect from the date of such commencement and the amount paid in excess of the entitlement of such employee, under the time-scale of pay as so redetermined, shall be recovered from him with effect from the said date by the University or, as the case may be, the College:

Provided that the Governing Body shall have the duty of apprising the Registrar of all cases of employees to which this provision may be applicable and of the action taken by it in that regard.



**25. Initial Pay:**

An employee shall, on his appointment to a post on a time-scale of pay, draw pay at the minimum of the time-scale unless the appointing authority decides that he shall draw pay at any higher stage:

Provided that, when such appointment is made by promotion or by direct recruitment to a higher post involving higher responsibilities, the employee shall be given an option for the fixation of his pay in the higher post by one of the modalities specified at serial number (i) or (ii), as follows —

- (i) to his pay in the lower scale (i. e. the time-scale of the post he is leaving) one increment shall be added (for purposes of calculation only), and his salary shall be fixed in the higher scale (i. e. the time-scale of the post he is joining) at the stage next above without any further review on accrual of increment in the lower scale; or
- (ii) his pay in the higher scale shall be fixed initially at the stage next above the pay he was drawing in the lower scale, and the same shall be re-fixed on the date of accrual of next increment in the lower scale, in the manner laid down in serial number (i), but in such a case the next date of increment in the higher scale shall (if otherwise admissible) fall due on the completion of 12 months' service in the higher scale from the date of fixation of his pay:

Provided further that such option must be exercised in writing within three months of the date of promotion to the said higher post, or appointment thereto by direct recruitment, and once exercised shall be final:

Provided also that if such employee of the University had previously served under the University or, such employee of the College had previously served under the College, in the same post or in any other post on the same or an identical time-scale of pay and was drawing a higher pay than the pay admissible to him under the first proviso, he shall draw such higher pay and the period of his duty in such post on such pay shall also count for purpose of increment in the higher scale.

**26. Increments:**

- (a) An increment shall ordinarily be drawn as a matter of course, unless it is withheld by the Executive Council or the Governing Body, on the ground that the conduct of the employee has not been good or his work has not been satisfactory.
- (b) Where an Efficiency Bar is prescribed in the time-scale, the increment next above the bar shall not be given to an employee, except with the specific sanction of the Vice-Chancellor or the Chairperson of the Governing Body, after considering the report on the efficiency of the employee in accordance with the procedure laid down in that regard by the Executive Council.

**27. Counting of Service for Increment:**

The following service shall count for increment on the time-scale of pay —

- (i) duty in that post or any other post of the same or higher grade, whether continuous or not;
- (ii) duty in an equivalent or higher post in local deputation or foreign service;
- (iii) duty on a temporary post and on probation; and
- (iv) such leave, other than Extraordinary Leave, as is not to be discounted for the purpose under the Rules governing leave:

Provided that the sanctioning authority may direct that Extraordinary Leave shall also count for increments, if it is satisfied that such leave was taken on account of illness or for any other cause beyond the control of the employee.

**28. Pay during suspension:**

- (a) An employee under suspension shall, during the period of suspension, draw subsistence allowance, equivalent to half the rate of pay which was admissible to him

immediately before the commencement of the suspension and dearness allowance on the basis of half the said rate of pay and such compensatory allowances admissible from time to time on the same basis, subject to fulfilment of other conditions laid down for the drawal of such allowances:

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

- (i) the amount of subsistence allowance may be increased by a suitable amount, not exceeding 50 per cent of the subsistence allowance admissible during the period of the first six months, if the said authority, for reasons to be recorded in writing, is of opinion that the period of suspension has been prolonged and such prolongation is not directly attributable to the employee;
- (ii) the amount of subsistence allowance may be reduced by a suitable amount, not exceeding 50 per cent of the subsistence allowance admissible during the period the first six months, if in the opinion of the authority, to be recorded in writing, the period of suspension has been prolonged due to the reasons directly attributable to the University employee;
- (iii) the rate of dearness allowance shall be based on increased or, as the case may be, the decreased amount of subsistence allowance admissible under serial numbers (i) and (ii).

(b) No payment under clause (a) shall be made unless the employee furnishes a certificate that he is not engaged in any employment, business, profession or vocation:

Provided that an employee dismissed, terminated or compulsorily retired from service under Rule 67, who is placed or deemed to have been placed under suspension, and continues to be under suspension, without interruption or otherwise, from the first date of such suspension or deemed suspension up to the date of such dismissal, termination of service or compulsory retirement, and who fails to produce such a certificate for any period during which he is placed, or deemed to have been placed, under suspension, shall be entitled to the subsistence allowance and other allowances equal to the amount by which his earnings during such period or periods, as the case may be, fall short of the amount of subsistence allowance and other allowances that would otherwise be admissible to him, but where the subsistence allowance and other allowances admissible to him are equal to, or less than, the amount earned, nothing in this proviso shall apply to him.

(c) The permissible deductions from the subsistence allowance shall be of following two categories—

- (i) Compulsory deductions, comprising the following—
  - (1) Income Tax and Super Tax or surcharge (provided the yearly income of the employee calculated with reference to subsistence allowance is taxable).
  - (2) House Rent and allied charges, i. e. charges for electricity, water, furniture, etc.
  - (3) Repayment of loans and advances, other than from Provident Fund, taken from the University or the College, at such rates of repayment as the Vice-Chancellor or the Principal may decide.
  - (4) Subscription to the Group Insurance Scheme.
- (ii) Optional deductions, that shall not be made, except with the written consent of the employee, comprising the following—
  - (1) Premia due on Life Insurance Policies.
  - (2) Amounts due to Co-operative Stores and Co-operative Credit Societies.
  - (3) Refund of advance taken from Provident Fund.

(d) The deductions of the following nature shall not be made from the subsistence allowance—

- (i) Subscription to Provident Fund.
- (ii) Recovery of loss to University or the College for which the employee may be responsible.

29. Special pay, personal pay, honorarium and fee:

The University or the College may sanction to an employee in any special circumstances, such special pay, personal pay, honorarium or fee and on such conditions as it may deem fit, in accordance with the norms laid down by the Finance Committee.

30. Drawal of Pay:

- (a) An employee shall be entitled to draw the pay of the post to which he is appointed from the date on which he assumes charge of the post.
- (b) Pay in respect of any month shall become payable on or after the first working day of the following month.
- (c) An employee resigning from the service of the University or the College without the notice prescribed shall not, unless the Vice-Chancellor or the Principal directs otherwise, be allowed to draw pay due but not drawn.

#### **Part II: Additional Charge of Post**

31. Pay and allowances for holding additional charge of post:

The pay and allowances admissible to an employee placed in charge, by the Competent Authority, of the current duties of another post shall be determined as follows—

- (i) an employee placed in charge of the current duties of a higher post shall receive pay in the basic post plus 1/10th of the minimum of the scale of pay applicable to the higher post;
- (ii) no allowance shall be admissible when an employee holding one post is placed in charge of the current duties of a post of a status equivalent to that of his own basic post, and the employee concerned will receive pay in his basic post only;
- (iii) an employee placed in charge of the full duties of a post of a status equivalent to that of his own basic post will receive allowance at 20 per cent of the minimum of the scale of the post; and
- (iv) an employee holding one post when placed in charge of the current duties of a lower post will not receive any allowance for the additional work:

Provided that the additional pay or allowance shall not be admissible if the period of additional charge is 30 days or less.

#### **Part III: Compensatory Allowances**

32. The employees shall be eligible for House Rent Allowance, City Compensatory Allowance, Travelling Allowance and other allowances as sanctioned by the University or the College, in accordance with the rules in force from time to time.

### **CHAPTER IV**

#### **LEAVE**

##### **Part I: Application and Interpretation**

## 33. Extent of Application and Interpretation:

(a) The Leave Rules contained in this Chapter shall be applicable to the employees from the date of commencement of these Rules.

(b) For the purposes of the Rules of this Chapter, unless the context otherwise requires—

- (i) "Advance Leave", "Casual Leave", "Commutated Leave", "Compensatory Leave", "Earned Leave", "Extraordinary Leave", "Half-pay Leave", "Maternity Leave", "Paternity Leave", and "Special Casual Leave", mean leave of these descriptions as provided in the said Rules;
- (ii) "Chairperson", in relation to a College, means the Chairperson of the Governing Body;
- (iii) "Competent Authority" means the authority competent to sanction leave, as specified in clause (a) or clause (b) of Rule 34;
- (iv) "completed years of service" means continuous service of the specified duration under the University or the College, and includes, except if otherwise provided, periods spent on duty as well as on local deputation or foreign service or Extraordinary Leave;
- (v) "date of retirement", in relation to an employee, means the afternoon of the last day of the month in which the employee attains the age prescribed for retirement under the terms and conditions governing his service.
- (vi) "*dies non*" means a day of absence without proper permission, or a day on which an employee on duty left duty without proper permission, or refused to perform duties while in office, and a period of *dies non* counts neither as service nor as a break in service;
- (vii) "Leave Account" means the Leave Account referred to in clause (a) of Rule 35;
- (viii) "Leave Salary" means pay admissible to employees for periods of leave other than Casual Leave, Special Casual Leave and Duty Leave, as laid down by this Rule, 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;
- (ix) "Leave Year" means the period from January 01 to December 31 every year; and
- (x) "non-working day" means a holiday or a day of weekly closure of the University or the College.

**Part II: Kinds of leave, Competent Authority and Leave Account**

## 34. Kinds of Leave and Competent Authority:

(a) The following kinds of leave shall be admissible to the employees —

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

(b) The continuous regular service of an employee on temporary basis, that is

followed, without any interruption of duty, by permanent service, shall be included in permanent service for the purpose of computation of leave.

(c) Leave shall be sanctioned to the employees of the University by the Competent Authority as specified in the following Table, to the extent of its power indicated therein, 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 for orders, in accordance with the provisions of the Rules of this Chapter —

KIND OF LEAVE	COMPETENT AUTHORITY	EXTENT
<i>(i) CASUAL LEAVE</i>		
(1) to employees under the administrative supervision of the Registrar, the Finance Officer or the Librarian	Registrar, Finance Officer or the Librarian, respectively	Full
(2) to employees under the administrative supervision of the Dean of a Faculty or the Head of a Department	Dean of the Faculty or Head of the Department, respectively	Full
(3) to employees of a University College maintained by the University, a University Institute, an independent Centre or a School	Principal of the University College, Director of the University Institute, Head of the independent Centre or Coordinator of the School, respectively	Full
<i>(iii) SPECIAL CASUAL LEAVE/COMPENSATORY LEAVE</i>	Competent Authority for Casual Leave, under intimation to the Registrar	Full
<i>(iii) EARNED LEAVE/HALF-PAY LEAVE/MATERNITY OR PATERNITY LEAVE</i>		
(1) to employees under the administrative supervision of the Principal of a University College maintained by the University	Principal, under intimation to the Registrar	Full
(2) to all employees other than those specified in item (1)	Registrar, on the recommendation of the Competent Authority for Casual Leave	
<i>(iv) COMMUTED LEAVE</i>	Registrar, on the recommendation of the Competent Authority for Casual Leave and with the approval of the Vice-Chancellor	Full
<i>(v) EXTRAORDINARY LEAVE</i>		
(1) Up to the extent of entitlement	Executive Council	Full
(2) Up to 90 days, as available, on behalf of the Executive Council	Vice-Chancellor	90 days
<i>(vi) ADVANCE LEAVE</i>	Vice-Chancellor	Full
<i>(vii) STUDY LEAVE</i>	Executive Council	Full

(d) Leave shall be sanctioned to the employees of the College by the Competent Authority as specified in the following Table, to the extent of its power indicated therein, and all cases for sanction of leave in excess of the limits laid down in the said Table, shall be submitted to the Governing Body for orders, in accordance with the provisions of the Rules of this Chapter —

KIND OF LEAVE	COMPETENT AUTHORITY	EXTENT
<i>(i) CASUAL LEAVE</i>	Principal	Full
<i>(ii) SPECIAL CASUAL LEAVE/COMPENSATORY LEAVE</i>	Principal, under intimation to the Chairperson	
<i>(iii) EARNED LEAVE/HALF-PAY LEAVE/MATERNITY OR PATERNITY LEAVE/COMMUTED LEAVE</i>	Chairperson on the recommendation of the Principal	Full

(iv) EXTRAORDINARY LEAVE/ADVANCE LEAVE-STUDY LEAVE	Governing Body	Full
---	----------------	------

(e) 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 employee concerned.

35. Leave Account:

(a) The Registrar or the Principal shall maintain, or cause to be maintained, the Leave Account of each employee, 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 employee shall be credited to the Leave Account, in the manner specified in clause (b);
- (ii) all Earned Leave, Half-pay Leave and Commuted Leave availed of by the employee shall be debited to the Leave Account;
- (iii) all Advance Leave availed of by the employee 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 employee shall be appropriately entered in the Leave Account Register, to enable the same to be offset against the entitlements of the employee to the same; and
- (v) all Maternity Leave, Paternity Leave and Study Leave, sanctioned to, and availed of by, the employee shall be appropriately entered in the Leave Account Register for purposes of record and determining further entitlements of the employee to the same.

(b) At the beginning of the six-monthly periods of the Leave Year, commencing on January 01 and July 01 (hereafter in the Rules of this Chapter referred to as "the half-Leave Years"), half the quantum of the Earned Leave and of the Half-pay Leave expected to be earned, in the course of the half-Leave Year concerned, under the provisions of the Rules of this Chapter, by a confirmed employee, including an employee on probation who has a lien on a permanent post in the University or the College, 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 employee change during such half-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 an employee joins the service of the University or the College on a date after the commencement of a half-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, on proportionate basis, in the course of the residual part of the half-Leave Year concerned:

Provided further that the advance credit of Earned Leave and Half-pay Leave to the Leave Account shall be governed by the other provisions specified in clauses (a) and (b), respectively, of Rule 41.

(c) In the case of an employee continuing as such, in the University or the College, from before the commencement of the Rules of this Chapter, 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 the said Rules, subject to the following conditions, namely —

- (i) the balance of leave earned by duty, on full pay, whether designated as Privilege Leave or by any other nomenclature, as subsisting on the date of such commencement, shall be credited at par to his Leave Account, as Earned Leave;

- (ii) the balance of leave earned by duty, not being on full pay, by whatever nomenclature it may be designated, 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 employee 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 Study Leave of average pay, or half the period of Study Leave on half average pay, or one-fourth of the period of Study Leave on quarter average pay, if any, availed of by the employee 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 employee to Study Leave under the provisions of the said Rules:

Provided that the date on which the employee resumed duties (or shall resume duties) after having proceeded, before the date of such commencement, on Study Leave, shall be the date for purposes of determining the next date from which Study Leave shall be admissible to the employee under the provisions of the said Rules; and

- (v) 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 employee 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 employee to Extraordinary Leave, or Maternity Leave, or absence on deputation, respectively, under the provisions of the Rules of this Chapter.

(d) The Competent Authority in respect of Casual Leave shall record, or cause to be recorded, the details of the Casual Leave and Special Casual Leave granted to, and availed of by, the employee 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, and the Competent Authority shall duly apprise the Registrar, in the case of the University, and the Chairperson, in the case of the College, of the Special Casual Leave so granted to, and availed of by, the employee.

(e) The Lapsable Leave Register, referred to in clause (d), shall have a section for recording the details of the Compensatory Leave due to the employee, including the date by which the same has to be availed of, and the Competent Authority shall duly apprise the Registrar, in the case of the University, and the Chairperson, in the case of the College, of the Compensatory Leave due to, and availed of by, the employee:

Provided that where any part of the due Compensatory Leave has remained unexhausted by the end of the Leave Year, the entries pertaining to the balance of Compensatory Leave shall be transcribed in the Lapsable Leave Register of the ensuing Leave Year, along with the date or dates by which such balance must be availed of.

### **Part III: General conditions governing Leave**

#### **36. General Principles:**

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

Provided that where an employee is recalled to duty before the expiry of his leave, such recall to duty shall be treated as compulsory in all cases, and the employee 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 employee 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) Subject to the provisions of the Rules of this Chapter —

- (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.

(c) 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.

(d) 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.

(e) Subject to the provisions of clause (c), and of clause (f), no employee 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.

(f) Where an employee —

- (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 local 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.

(g) Leave shall ordinarily begin from the date on which the employee who has been granted leave relinquishes his duties and shall ordinarily end on the day preceding the date on which he resumes them.

(h) 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.

(i) Any employee 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 an employee 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 employee 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.

(j) The application of an employee 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 University or the College or, where no such Medical Officer has been appointed, from a Registered Medical Practitioner approved and authorised by the University or the College 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 employee 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.

(k) Subject to the provisions of the first proviso to clause (j), no employee 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 clause (j), 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 University or College in that regard.

(l) Except in the case of Extraordinary Leave granted for the purpose of taking up service elsewhere, an employee 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 to which any emolument or honorarium is attached, but this prohibition shall not apply to creative work or publications (including radio or television broadcasts) of an academic, literary or artistic nature:

Provided that the Leave Salary of an employee 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.

(m) The Competent Authority may, at the request of the employee 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.

(n) Where one kind of leave is converted into another, under the provisions of clause (m), the amount of Leave Salary, and the allowances admissible therewith, shall be recalculated 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.

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

(p) Subject to the provisions of Rule 39, no leave shall be granted to an employee

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 employee shall stand exhausted on such date:

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

- (i) Casual Leave and Special Casual Leave in accordance with the provisions of the Rules of this Chapter, 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 the said Rules, for the period of such re-employment taken as a whole.

37. Conditions for the earning and grant of Leave:

(a) Except as otherwise provided in the Rules of this Chapter, leave shall only be earned by the period spent on duty in the University or the College:

Provided that the period spent by the employee on local 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:

Provided further that any period of leave shall not be regarded as interruption of duty for the purposes of the said Rules, but any period of Extraordinary Leave, or of *dies non*, shall not be included for purposes of computing Earned Leave and Half-pay Leave.

(b) Except as otherwise provided in the said Rules, 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, subject to any limit on the aggregate period of absence that may be prescribed in such cases:

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

Provided further that Compensatory Leave may be granted in combination with, or in continuation of, Casual Leave or Special Casual Leave, or both, except where Compensatory Leave has been granted in combination with, or in continuation of, any other kind of leave.

(c) An employee granted Casual Leave or Special Casual Leave or Compensatory Leave taken in combination with, or in continuation of, Casual Leave or Special Casual Leave, or both, in accordance with the provisions of clause (b), shall not be treated as absent from duty and his pay shall not be intermitted.

(d) The total period of continuous absence of an employee from duty on leave, or on local deputation or foreign service, shall not exceed three years, except in cases where, under the provisions of the said Rules —

- (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.

(e) Without prejudice to the provisions of clause (f) of Rule 36, the lien of an employee shall be deemed to have terminated, and he shall cease to be in the service of the University or the College, 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 local

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 employee 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 local deputation or foreign service.

(f) The Vice-Chancellor shall prescribe the norms, based on the approved strength of employees of any office in the University, or of a College, for determining the maximum number of employees thereof who may, at any one time or concurrently, be allowed to avail of Extraordinary Leave and Study Leave.

38. Leave Salary, Increments during Leave and effects of Leave:

(a) Except as provided elsewhere in the Rules of this Chapter, 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 Rule 45.

(b) Leave Salary shall not be admissible for any period of Extraordinary Leave.

(c) Subject to the provisions of clause (f) of Rule 36, an employee who remains absent after the end of leave, or the expiry of local 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 employee, and where the Competent Authority does not extend leave for the said period, but permits the employee to rejoin duty, such period shall be debited to his Leave Account as though it 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 employee 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.

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

- (i) any period of Casual Leave, Special Casual Leave or Compensatory Leave, it shall be admissible from the date it is due;
- (ii) any period of leave, other than Casual Leave, Special Casual Leave or Compensatory Leave, or any period of local 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 employee resumes duty, without prejudice to the normal date of his increment:

Provided that an employee 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 clause (p) of Rule 45, but, without prejudice to the normal date of his increment, shall not be eligible to the arrears of such increment or increments: a

Provided further that any period of Extraordinary Leave shall not count for increment, except in the cases specified in clause (e) of Rule 44.

(e) The period of any leave, other than Extraordinary Leave and Study Leave, and of

absence on local 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 clause (d), shall count as service for the said purposes:

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

(f) An employee 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 University or the College upon the completion of the period of leave:

Provided that in case such employee was on Casual Leave, Special Casual Leave or Compensatory 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 an employee on any leave, other than Casual Leave, Special Casual Leave or Compensatory 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 employee shall join such higher post with effect from a date not earlier than the date of resuming duties in the University or the College.

39. Cash equivalent of leave remaining at credit upon cessation of service:

(a) For the purposes of this Rule, 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 clauses (c) to (h), no leave shall be granted to an employee beyond the date of his retirement.

(c) An employee may apply for, as leave preparatory to retirement, the grant of the whole or part the Earned Leave that would be at credit in his Leave Account on the date of his retirement, subject to a maximum of 300 days, 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) An employee who was prevented from applying for leave preparatory to retirement, under the provisions of 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 employee 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 employee 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 clause (c).

(e) In the interests of the University or the College, the Competent Authority may deny, wholly or in part, the application of the employee for leave preparatory to retirement, under clause (c) or (d), or may recall an employee, 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 clause (e), the employee 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 clause (h), subject to a maximum of 300 days:

Provided that this provision shall also apply to an employee referred to in the proviso to clause (d).

(g) An employee, who was prevented from applying for leave preparatory to retirement, under the provisions of clause (c), by reason of being under suspension at the relevant time, but was re-instated within 300 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 University or the College to refuse such application, wholly or in part, or to recall him to duty from such leave, and in such a case the employee 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 300 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 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 employee 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 University or the College on the part of the employee or recoverable from him, and for this purpose an appropriate part of the cash equivalent may be withheld pending such adjustment.

(i) In case an employee dies while in service, the cash equivalent of the Leave Salary that would have been admissible to the deceased employee had he proceeded, on the date immediately following the date of death, on Earned Leave due to him, subject to a maximum of 300 days, shall be disbursed to his family as an *ex gratia* payment.

(j) Where the services of an employee are terminated by the University or the College, 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 300 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 University or the College, and in such a case the prescribed period of notice or, where the employee 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 an employee is declared, before the date of his retirement, by a medical authority to be completely and permanently incapacitated for further service, the cash equivalent of the Earned Leave at credit in his Leave Account, on the date of his invalidation from service, may be granted, subject to a maximum of 300 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 University or the College, provided that the period of leave for which he is granted cash equivalent does not extend beyond the date of his retirement.

(l) Where an employee 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 employee, the Earned Leave at credit in his Leave Account may be granted, subject to a maximum of

150 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 employee 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 an employee.

#### Part IV: Provisions governing different kinds of leave

##### 40. Casual Leave, Special Casual Leave and Compensatory Leave:

(a) An employee 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 an employee joins the service of the University or the College 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.

(b) Special Casual Leave may be granted —

(i) to an employee 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 employee 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 employee 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 eight days may be raised to not more than fourteen days in a leave Year.

(c) Special Casual Leave may also be granted to an employee —

(i) summoned to serve as Juror or Assessor, or to give evidence, before a Court of Law as a witness in a civil or criminal case in which his private interests are not at issue, to an extent sufficient to cover the period of absence necessary;

(ii) deputed, in the interests of the University or the College, for attending short-term training or refresher courses or other such programmes, or for work, connected with the University or the College or his duties thereat, in other institutions or establishments; or

(iii) where he is prevented from attending office during civil disturbances, curfews or strikes.

(d) Where an employee has, under the previous orders of the functionary-in-charge, attended office on a non-working day, except if such attendance was imposed on him as a penalty or for clearing arrears for which he was personally responsible, he may be granted Compensatory Leave for each day of such attendance, and such leave shall be required to be availed of within a period of four months of its becoming due:

Provided that not more than two days of Compensatory Leave may be availed of at a time and non-working days falling within any period of such leave shall not be

counted as part thereof.

41. Earned Leave and Half-pay Leave:

(a) To the Leave Account of each employee shall be credited 15 days of Earned Leave at the beginning of each half-Leave Year, subject to the following conditions:

- (i) in the case of an employee on probation, not being an employee who has a lien on a permanent post in the University or the College, or a temporary employee appointed on regular basis, such credit shall be at the rate of  $2\frac{1}{2}$  days for each completed month of service that is likely to be rendered in the half-Leave Year concerned;
- (ii) in the case of an employee who is due to retire, or resigns from service, in the course of the half-Leave Year concerned, such credit shall be at the rate of  $2\frac{1}{2}$  days for each completed month of service in such half-Leave Year to the date of retirement or resignation:

Provided that in case the Earned Leave, already availed of by an employee who resigns from service, is more than the credit so due to him, necessary adjustment should be made in respect of Leave Salary overdrawn, if any:

- (iii) such credit shall be reduced by one-tenth of the period of Extraordinary Leave availed of during the previous half-Leave Year, subject to a maximum reduction of 15 days, and by one-tenth of the period of *dies non*, if any, in the previous half-Leave Year.
- (iv) in computing such credit, in relevant cases, fractions of a day shall be rounded off to the nearest day;
- (v) subject to the provisions of clause (c) of Rule 38, the maximum amount of Earned Leave that may be granted to an employee at a time shall be 180 days; and
- (vi) Earned Leave at the credit of an employee shall not accumulate beyond 300 days:

Provided that where the Earned Leave at credit at the end of any half-Leave Year is 300 days, or less, but more than 285 days, the advance credit of 15 days Earned Leave on the first day of the immediately ensuing half-Leave Year shall, instead of being afforded to the Leave Account, be kept separately and first adjusted against the Earned Leave that the employee takes during the said ensuing half-Leave Year, and the residue thereof, if any, shall be credited to the Leave Account at the close of the said half-Leave Year, such that the balance in the Leave Account does not exceed 300 days.

(b) The Half-pay Leave admissible to an employee shall be twenty days for each completed year of service, and may be granted on medical certificate or for private affairs:

Provided that the principles underlying the provisions of serial numbers (i), (ii) and (iii) of clause (a) shall *mutatis mutandis* apply to the credit of Half-pay Leave to the Leave Account:

Provided further that Half-pay leave shall not be admissible to an employee in temporary appointment, except on medical certificate.

42. Commuted Leave and Advance Leave:

(a) Commuted Leave not exceeding half the amount of Half-pay Leave at credit in the Leave Account may be granted to a permanent employee on medical certificate, subject to the following conditions—

- (i) Commuted leave may be granted at the request of the employee 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 employee shall return to duty on the expiry thereof.

(b) Where an employee 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 employee for further service or in the event of his death.

(c) Advance Leave may, at the discretion of the Competent Authority, be granted to a permanent employee for a period not exceeding 180 days at a time, and 360 days in all, during the entire tenure of his service, out of which not more than 90 days at a time, and 180 days in all, may be otherwise than on medical certificate.

(d) Advance Leave shall be debited against the Half-pay Leave earned by the employee subsequently:

Provided no Half-pay Leave shall be due to an employee after return from Advance Leave until the expiration of a fresh period spent on duty sufficient to earn a credit of leave equal to the debit balance in his Leave Account.

(e) Advance Leave shall not be granted, except if the Competent Authority is satisfied that, as far as can reasonably be foreseen, the employee shall return to duty on the expiry of the leave and earn the leave granted.

(f) An employee to whom Advance Leave is granted shall not be permitted to tender his resignation, or seek voluntary retirement, from service so long as the debit balance in his leave account is not wiped off by active service, or he refunds the amount paid to him as pay and allowances for the period of Advance Leave availed of by him:

Provided that where retirement is unavoidable for reasons of ill health incapacitating the employee for further service, or in the event of the death of the employee, the refund of leave salary for the period of leave still to be earned may be waived by the Competent Authority:

Provided further that the Competent Authority may also, in any other exceptional case, waive, for reasons to be recorded, the refund of leave salary for the period of leave still to be earned.

(g) The Competent Authority may, at its discretion and with the approval of the Executive Council, grant Advance Leave to a temporary employee, appointed on regular basis, who is undergoing treatment in a recognised hospital for a chronic or infectious disease of a serious nature or a potentially life-threatening condition, for a period not exceeding 180 days in all, subject to the provisions of clauses (d), (e) and (f), and to the following further conditions—

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

43. Maternity Leave and Paternity Leave:



(a) Maternity Leave may be granted to a female employee with less than two surviving children, for a period of not exceeding 135 days from the date of its commencement, and shall not be availed of more than twice in the entire career of the employee:

Provided that a female employee, who is left with no, or only one, surviving child, on account of the death of offspring, but has exhausted the entitlement to Maternity Leave, may be granted Maternity Leave under this provision:

Provided further that Maternity leave may also be granted to a female employee in case of miscarriage, including abortion, on an application supported by medical certificate, subject to the maximum limit of 45 days during the entire tenure of service.

(b) A male employee 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.

#### 44. Extraordinary Leave:

(a) An permanent employee may, subject to the provisions of clauses (b) to (h), be granted Extraordinary Leave when —

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

(b) Subject to the provisions of clause (a), a permanent employee, including an employee on probation who has a lien on a permanent post in the University or the College, 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 employee exceed the quantum of the completed years of service put in by him.

(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 University or the College 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 employee in the University or the College.

(d) Where an employee 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 employee, due to causes beyond his control, such as inability to join or rejoin duty due to civil commotion or a natural calamity; or
- (iii) where such leave was taken for prosecuting special studies or training of a technical or professional nature in a field directly related to the work or duties of the employee in the University or the College, and the employee submits details affirming the fulfilment of the purposes for which he was granted such leave to the satisfaction of the Competent Authority.

(f) Where an employee 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 employee, shall not continue beyond the period of probation (included any extension of probation) on the said employment:

Provided that such employee 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 employee 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 University or the College for resuming duties and his Extraordinary Leave and lien shall continue till the date he resumes service in the University or the College.

(g) An employee who has been granted lien on his substantive post in the University or the College while on employment elsewhere shall be required to pay lien fees to the University or the College, 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 the Rules of this Chapter, or any other Rule, or of any Ordinance, where an employee is confirmed in a substantive appointment elsewhere, his lien shall terminate on, and he shall cease to be in the service of the University or the College from, the effective date of such confirmation.

(i) In the case of a temporary employee, 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 employee has completed three years of continuous service and the leave application is supported by a medical certificate;
- (iii) eighteen months, where the employee is undergoing treatment in a recognised hospital for a chronic or infectious disease of a serious nature or a potentially life-threatening condition:

Provided that Extraordinary Leave shall not be granted under the provisions of serial number (ii) or (iii), except if the employee has put in continuous service of not less than one year:

Provided further that in no case, except where Extraordinary Leave is applied for on medical certificate, shall the amount of Extraordinary Leave granted to a temporary employee exceed the quantum of the completed years of service put in by him.

(j) Where a temporary employee fails to resume duty on the expiry of the Extraordinary Leave granted to him for the maximum period permissible under clause (i), 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 University or the College.

#### 45. Study Leave:

(a) Study Leave may be granted to a permanent employee with not less than three years of continuous service in the University or the College, for prosecuting higher studies in a subject, or special studies or training of a technical or professional nature, directly related to his work or duties in the University or the College, as proposed in the detailed plan of work to be submitted with the application for such leave:

Provided that the period during which the employee 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 clause (a), shall *inter alia* specify the course of study or programme of training (hereafter in this Rule, referred to as "the project"), to be pursued by the employee under Study Leave, and the institution or establishment, or institutions or establishments, where such project is to be undertaken:

Provided that the project shall be pursued in institutions or establishments in India, but in the case of a member of the academic staff classified in Group A or Group B, the Competent Authority may permit the project to be pursued in an institution or establishment outside India in case it is satisfied that facilities for the pursuit of the project are not available within India.

(c) Study Leave shall not be admissible to an employee 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 employee, 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 University or the College, 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 employee, 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 an employee who has availed of it earlier, except if such employee has served the University or the College 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 employees of an office in the University, or of a College, who have applied for Study Leave, exceeds the number of employees eligible to be granted such leave under the norms specified in clause (f) of Rule 37, the Competent Authority may give preference to employees 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 an employee shall be deemed to be cancelled in case it is not availed of within four months of its sanction, but such cancellation shall not deprive the employee of the opportunity to apply afresh for such leave.

(g) An employee 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 an employee combines Study Leave with any other kind of leave permissible for the purpose under the Rules of this Chapter, 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 employee 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 employee 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) An employee 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 employee 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) An employee availing of Study Leave shall serve the University or the College, 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 employee shall submit, with the application for Study Leave, an undertaking to fulfil the requirement of this provision.

(l) An employee granted Study Leave shall, before proceeding on such leave, execute a bond in favour of the University or the College binding himself for the due fulfilment of the conditions prescribed in clauses (i) and (m), and other 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 employees of the University or the College, including an employee on probation holding lien on a permanent post therein, not being employees due to retire within five years of the execution of such surety, for the payment of the amount that might become refundable to the University or the College in accordance with the provisions of clause (o).

(m) Where the project is completed before the end of the period of Study Leave, the employee shall, on the conclusion thereof, resume duty at the University or the College, 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) An employee 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 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 employee from the project is on medical certificate.

(o) An employee 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 University or the College without completing the period of further service prescribed by clause (f); or
- (iv) is, on grounds of misconduct, dismissed or removed from the service of the University or the College within the prescribed period referred to in serial number (iii),

shall be liable to refund to the University or the College 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) An employee 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 studies or training during the period of the project, and of any dissertation or report submitted by him and any academic distinction conferred on him for the project, and a testimonial from the supervisor of the project.

#### 46. Deputation:

(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 item (2) of serial number (vi) under Rule 2, grant permission to a confirmed employee, to serve such Government, or such authority, establishment, institution or organisation, on deputation from the University or the College.

(b) The Competent Authority may, in special circumstances arising from a request from any Government, authority, establishment, institution or organisation referred to in clause (a) for making available the services of a particular employee on probation holding a lien on a permanent post in the University or the College, permit such employee to proceed on deputation in accordance with the provisions of this Rule.

(c) The grant of permission for service on deputation, under the provisions of 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 an employee, 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 higher education or educational or institutional administration:

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

- (ii) the total period of service on deputation or foreign service admissible to an employee shall not exceed three years in the entire tenure of service of the employee in the University or the College;
- (iii) the employee proceeding on deputation shall give an undertaking by executing a bond, in the manner specified in clause (1) of Rule 45, to the effect that he would serve the University or the College, 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 University or the College, 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 University or the College 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 clause (a) of Rule 37, for the period of deputation or foreign service, shall —

- (1) for contributory provident fund, be paid by the employee, in respect of his subscription, at the rates at which he would have subscribed while in the service of the University or the College, and by the employer being served by the employee on deputation or foreign service, in respect of the contribution of the University or the College, at the rates at which the contribution of the University or the College to the said fund is payable; and
  - (2) for leave salary and pension, be paid by the employer being served by the employee on deputation or foreign service, at the rates laid down by the Executive Council in consultation with the Finance Committee, for employees of the University and the Colleges.
- (d) The principles underlying the provisions of clauses (a), (b) and (c) shall *mutatis mutandis* apply to cases of local deputation of employees.

47. Leave Rules for Part-time Employees and Contractual Engagees:

- (a) The provisions in respect of leave for Part-time Employees shall be laid down by the Executive Council.
- (b) The provisions in respect of leave for contractual engagees shall be as determined by the contract of their engagement.

## CHAPTER V

### CONDUCT

#### Part I: Interpretation

48. Interpretation:

- (a) In this Chapter, unless the context otherwise requires —
  - (i) "Employee" means the person referred to in clause (vi) of Rule 6, and includes an employee on foreign service or an employee whose services are temporarily placed, by the University or the College, at the disposal of another University or College or any other authority, notwithstanding that his salary is drawn from sources other than the funds of the University or the College.
  - (ii) "Members of family" in relation to an employee includes —
    - (1) the wife or husband of the employee whether residing with the employee or not, but does not include a wife or husband, as the case may be, separated from the employee by a decree or order of a competent court;
    - (2) the son or daughter or step-son or step-daughter of the employee wholly dependent on him, but does not include a child or step-child who is no longer in any way dependent on the employee, or of whose custody the employee has been deprived by or under any law; and
    - (3) any other person related, whether by blood or marriage, to the employee or to the employee's wife or husband and wholly dependent on the employee;
  - (iii) "Prescribed Authority" means the Vice-Chancellor or the Principal, or the authority prescribed by the Executive Council or the Governing Body for the purpose of the Rules of this Chapter as a whole, or for any individual Rule thereof.
- (b) If any question arises relating to the interpretation of the Rules of this Chapter, it shall be referred to the Executive Council which shall decide the same.

**Part II: Rules****49. General Conditions:**

(a) Every employee shall at all times —

- (i) maintain absolute integrity;
- (ii) show devotion to duty;
- (iii) desist from committing, or aiding or abetting the commitment of, sexual harassment; and
- (iv) do nothing that is unbecoming of an employee of the University or the College.

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

(c) No employee shall, in the performance of his official duties or in the exercise of powers conferred on him, act otherwise than in his best judgement, except when he is acting under the direction of his official superior and shall, where he is acting under such direction, obtain the direction in writing, wherever practicable and, where it is not practicable to obtain the direction in writing, shall obtain written confirmation of such direction as soon thereafter as possible:

Provided that nothing in this clause shall be construed as empowering an employee to evade his responsibilities by seeking instructions from, or approval of, a superior officer or authority when such instructions are not necessary under the delegation of powers and responsibilities.

(d) Unless otherwise stated specifically in the terms of appointment, every whole-time employee may be called upon to perform such duties as may be assigned to him by the Competent Authority, beyond scheduled working hours and on closed holidays and weekly closed days.

(e) An employee shall observe the scheduled hours of working, during which he must be present at the place of his duty.

(f) Except for valid reason and/or unforeseen contingencies, no employee shall be absent from duty without prior permission, and where an employee absents himself from duty without prior permission for a continuous period of 90 days, he shall be treated as absconding from duty and his services be deemed as terminated.

**50. Joining of Associations by Employees:**

No employee shall join, or continue to be a member of, an association, the objects or activities of which are prejudicial to the interests of the University or the College, or of public order, decency or morality.

**51. Demonstration and strikes:**

No employee shall engage himself or participate in any demonstration, including a sit-in (or *dharna*), or strike which is prejudicial to the interests of the University or the College, or of public order, decency or morality, or in violation of law or the rules made by the Executive Council or the Governing Body, or involves contempt of court, defamation or incitement to an offence.

**52. Connection with Press, Radio or other Media:**

No employee shall —

- (i) except with the previous sanction of the University or the College, own wholly or in part, or conduct, or participate in the editing or management of, any newspaper or periodical publication or other medium of communication; and
- (ii) except with the previous sanction of the University or the College, or of the

Prescribed Authority, or in the *bona fide* discharge of his duties, participate in a radio broadcast, or contribute any article or write any letter to any newspaper or periodical publication or write a book or pamphlet, either in his own name, or anonymously or pseudonymously, or in the name of any organisation:

Provided that no such sanction shall be required if such broadcast, or such contribution or writing, is of a purely literary, artistic or scientific character.

**Explanation:** For the purposes of this Rule, "radio broadcast" includes a television telecast and "newspaper or periodical publication" includes the Internet.

**53. Representation:**

(a) Whenever an employee wishes to put forth any claim or seek redress of any grievance or any wrong done to him, he must forward his case through proper channel and shall not forward any advance copy of his application, to any higher authority, unless the lower authority has rejected the claim, or refused relief, or the disposal of the matter is delayed by more than three months.

(b) No employee shall, in contravention of the rules made by the Executive Council or the Governing Body, be signatory to any joint representation addressed to the authorities for redress of any grievance or for any other matter.

**54. Evidence before a Committee or any other authority:**

(a) Save as provided in clause (c), no employee shall, except with the previous sanction of the University or the College, give evidence in connection with any enquiry conducted by any person, committee or authority.

(b) Where any sanction has been accorded under clause (a), no such employee giving such evidence shall criticise the policy or any action of the University, the College or the Government.

(c) Nothing in this Rule shall apply to —

(i) The evidence given at an enquiry before an authority appointed by the Visitor, the Vice-Chancellor, Government and Parliament or any State Legislature; or

(ii) The evidence given in any judicial enquiry; or

(iii) The evidence given in any departmental enquiry ordered by authorities subordinate to the Vice-Chancellor or by Governing Body or the Principal.

**55. Unauthorised communication of information:**

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

**56. Subscription:**

No employee shall, except with the previous sanction of the University or the College or of the prescribed authority, ask for or accept contributions to, or otherwise associate himself with the raising of any funds or other collections in cash or in kind in pursuance of any object whatsoever except for a *bona fide* purpose, e. g. for Reception/farewell of a member of the University staff or for financial assistance to such member or his family in distress.

**57. Private Trade or Employment:**

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



Provided that an employee may, without such sanction, undertake honorary work of a social or charitable nature or occasional work of a literary, artistic or scientific character, subject to the condition that his official duties do not thereby suffer, but he shall not undertake, and shall discontinue, such work if so directed by the University or the College:

Provided further that canvassing by an employee in support of the business or insurance agency, commission agency, etc., owned or managed by his wife or any other member of his family shall be deemed to be a breach of this clause.

(b) Every employee shall report to the University or the College if any member of his family is engaged in a trade or business or owns or manages an insurance agency, commission agency, etc.

(c) No employee shall without the previous sanction of the University or the College, except in the discharge of the official duties, take part in the registration, promotion or management of any bank or other company which is required to be registered under the Companies Act, 1956 (1 of 1956) or any other law for the time being in force or of any co-operative society for commercial purposes:

Provided that an employee may take part in the registration, promotion or management of a co-operative society, substantially for the benefit of the employees, registered under the Co-operative Societies Act, 1912 (2 of 1912) or any other law for the time being in force, or of a literary, scientific or charitable Society registered under the Societies Registration Act, 1861 (2 of 1861) or any corresponding law in force.

(d) No employee may accept any fee for any work done by him for any public body or any private person without the sanction of the prescribed authority.

#### 58. Insolvency and habitual indebtedness:

An employee shall so manage his private affairs as to avoid insolvency or habitual indebtedness, and where any legal proceeding is instituted against an employee for the recovery of any debt due from him, or for adjudging him as an insolvent, he shall forthwith report the full facts of such legal proceeding to the University or the College:

Provided that the burden of proving that the insolvency or indebtedness was the result of circumstances which, with the exercise or ordinary diligence, the employee could not have foreseen, or over which he had no control, and had not proceeded from extravagant or dissipated habits, shall be upon the employee.

#### 59. Vindication of acts and character of employees:

(a) No employee shall, except with the previous sanction of the University or the College, have recourse to any court or to the press for the vindication of any official act which has been the subject matter of adverse criticism or an attack of a defamatory character.

(b) Nothing in this Rule shall be deemed to prohibit any employee from vindicating his private character or any act done by him in his private capacity, and where any action for vindicating his private character or any act done by him in private capacity is taken, the employee shall submit a report to the prescribed authority regarding such action.

#### 60. Canvassing of non-official or other influence:

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

#### 61. Bigamous marriages:

(a) No employee who has a wife or husband living shall enter into another marriage without first obtaining the permission of the University or the College, notwithstanding that such subsequent marriage is permissible under the personal law, for the time being, applicable to him.

(b) No female or male employee shall marry any person who has a husband or wife, as the case may be, living without first obtaining the permission of the University or a College, and such permission shall not be given where the proposed marriage is not sanctioned by law.

62. Delegation of Powers:

The Executive Council or the Governing Body may, by general or special order, direct that any power exercisable by it under the Rules of this Chapter, except the powers under clause (b) of Rule 48, shall, subject to such conditions, if any, as may be specified in the order, be exercisable also by such officer or functionary or authority as may be specified in the order.

## CHAPTER VI

### PENALTIES AND APPEALS

#### Part I: Interpretation and Application

63. Interpretations:

In this Chapter and Chapter VII, unless the context otherwise requires —

- (i) "Appointing Authority" means the authority empowered to make appointment in a cadre, as categorised under clause (a) of Rule 5, in which the employee is for the time being included;
- (ii) "Disciplinary Authority", in relation to the imposition of penalty on an employee, means the authority competent under these rules to impose on him any of the penalties specified in Rule 67; and
- (iii) "Employee" means any person —
  - (1) in the service of the University or the College, who is a member of a cadre of one of the categories of posts created under the University or the College, and includes any such person on foreign service or whose services are temporarily placed, by the University or the College, at the disposal of another University or College or any other authority, notwithstanding that his salary is drawn from sources other than the funds of the University or the College; and
  - (2) in the service of the Central Government or the State Government, or a local or other authority, or any other autonomous body, whose services are temporarily placed at the disposal of the University or the College.

64. Application:

- (a) The Rules of this Chapter shall apply to all employees except a person engaged on non-regular, casual or contractual basis.
- (b) If any doubt arises whether the Rules of this Chapter, or any of them, apply to any person, or whether any person to whom the said Rules apply belongs to a particular cadre, the matter shall be referred to the Executive Council which shall decide the same.

65. Protection of rights and privileges conferred by agreement:

Nothing in these Rules shall operate to deprive an employee, referred to in sub-clause (2) of clause (iii) of Rule 63, of any right or privilege to which he is entitled by the terms of the agreement, subsisting between the University and the entity that has placed his services at the disposal of the University or the College, under which his services have so been placed.

**Part II: Suspension**

## 66. Suspension:

(a) The appointing authority, or any other authority empowered by the University or the College in that regard, may place any employee under suspension —

- (i) where a disciplinary proceeding against him is contemplated or is pending; or
- (ii) where a case against him in respect of any criminal offence is under investigation or trial.

(b) An employee shall be deemed to have been placed under suspension by the authority competent to do so —

- (i) with effect from the date of his detention, if he is detained in custody, whether on a criminal charge or otherwise, for a period exceeding forty-eight hours;
- (ii) with effect from the date of his conviction, if, in the event of a conviction for an offence, he is sentenced to a term of imprisonment exceeding forty-eight hours and is not forthwith dismissed or removed or compulsorily retired from service consequent to such conviction:

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

(c) Where —

- (i) a case against an employee in respect of any criminal offence is under trial, it shall be the duty of the employee to inform the University or the College about the said fact as soon as he comes to know about it; and
- (ii) an employee is detained in custody for a period exceeding 48 hours, it shall be the duty of the employee to inform the University or the College about the said detention at the earliest available opportunity.

(d) Failure to supply the information as required under clause (d) shall be regarded as misconduct on the part of the employee rendering him liable for disciplinary action on that ground alone.

(e) An order of suspension made or deemed to have been made under this Rule shall continue to remain in force until it is modified or revoked by the authority, which made, or is deemed to have made, it, or by any superior authority.

**Part III: Penalties and Disciplinary Authorities**

## 67. Penalties:

(a) The following minor penalties, as specified in sub-clauses (i) to (iv), and major penalties, as specified in sub-clauses (v) to (ix), may, for good and sufficient reasons, be imposed on an employee —

- (i) censure;
- (ii) withholding of increments of pay;
- (iii) recovery from pay of the whole or part of any pecuniary loss, caused to the University or the College by negligence or breach of the rules of the University or the College or of orders or directions of superior authorities;
- (iv) withholding of promotion;
- (v) reduction to a lower stage in the time-scale of pay for a specified period, with further directions as to whether or not —

- (I) the employee shall earn increments of pay during the said period;

- and
- (2) such reduction shall have the effect of postponing the future increments of the pay of the employee;
- (vi) reduction to a lower time-scale of pay, grade or post, which shall ordinarily be a bar to the promotion of the employee, with or without further directions regarding the conditions of the restoration of the employee to the time-scale of pay, grade or post from which he was reduced and his seniority and pay on such restoration;
- (vii) compulsory retirement;
- (viii) removal from, or termination of, service;
- (ix) dismissal from service.
- (b) The following shall not amount to a penalty within the meaning of this Rule, namely—
- (i) administration of a warning or a caution to exercise due care in future;
- (ii) stoppage of an employee at the Efficiency Bar in the time-scale of pay on the ground of his unfitness to cross the Bar;
- (iii) re-determination of the time-scale of pay and consequential benefits of an employee under the provisions of clause (b) of Rule 24;
- (iv) non-promotion of an employee, whether in a substantive or officiating capacity, after consideration of his case for promotion to a grade or post to which he may be eligible;
- (v) reversion of an employee, appointed on probation to any other grade or post, to his permanent grade or post during, or at the end of, the period of probation in accordance with the terms of his appointment, or the rules and orders governing such probation;
- (vi) reversion of an employee officiating in a higher grade or post to a lower grade or post, on the ground that the employee is considered to be unsuitable for such higher grade or post or on any administrative ground unconnected with conduct;
- (vii) recall of an employee from local deputation or foreign service, in accordance with the exigencies of service or otherwise;
- (viii) re-placement of the services of an employee, whose services had been borrowed from an outside authority, at the disposal of such authority;
- (ix) compulsory retirement of an employee in accordance with the provisions relating to his superannuation or retirement;
- (x) termination of the services—
- (1) of an employee appointed on probation during or at the end of the period of his probation, in accordance with the terms of his appointment or the rules and orders governing such probation;
  - (2) of a temporary employee in accordance with the rules made in this behalf by the University; or
  - (3) of an employee engaged under an agreement, in accordance with the terms of such agreement.

#### 68. Disciplinary Authorities:

- (a) The Executive Council or the Governing Body may impose on an employee any of the penalties specified in clause (a) of Rule 67.
- (b) The Vice-Chancellor or, as the case may be, the Principal, with the approval of the Chairperson of the Governing Body, may impose on an employee of Group D, as categorised under clause (a) of Rule 5, any of the penalties specified in clause (a) of Rule 67:

Provided that the Registrar or the Principal may impose on such employee any of

the penalties specified in sub-clauses (i) and (ii) of the said clause (a).

(c) The Vice-Chancellor or, as the case may be, the Principal, with the approval of the Chairperson of the Governing Body, may impose on an employee, not being an employee referred to in clause (b), any of the penalties specified in sub-clauses (i) to (iv) of clause (a) of Rule 67.

69. Authority to institute proceedings:

(a) The Executive Council or the Governing Body, as the case may be, or any other authority empowered by it by general or special order, may —

- (i) institute disciplinary proceedings against any employee;
- (ii) direct a Disciplinary Authority to institute disciplinary proceedings against an employee on whom that Disciplinary Authority is competent to impose, under the Rules of this Chapter, any of the penalties specified in clause (a) of Rule 67.

(b) A Disciplinary Authority competent under the Rules of this Chapter to impose any of the penalties specified in sub-clauses (i) to (iv) of clause (a) of Rule 67, may institute disciplinary proceedings against any employee for the imposition of any of the penalties specified in sub-clauses (v) to (ix) of the said clause (a), notwithstanding that such Disciplinary Authority is not competent under the said Rules to impose any of the latter penalties:

Provided that the Vice-Chancellor (or in his absence the person performing his duties), or, as the case may be, the Principal (or in his absence the person performing his duties) with the approval of the Chairperson of the Governing Body, may institute disciplinary proceedings against any employee:

Provided further that the Registrar (or in his absence the person performing his duties), or the Principal (or in his absence the person performing his duties), may institute disciplinary proceedings against any employee of Group D, as categorised under clause (a) of Rule 5.

#### **Part IV: Procedure for imposing Penalties**

70. Procedure for imposing Major Penalties:

(a) No order imposing on an employee any of the penalties —

- (i) specified in sub-clauses (i) to (iv) of clause (a) of Rule 67 shall be made, except after informing the employee in writing of the proposal to take action against him, and of the imputations of misconduct or misbehaviour on which such action is proposed to be taken, and giving a reasonable opportunity of making such representation as he may wish to make against the proposal:

Provided that where the Disciplinary Authority is of the opinion that the case is such that an enquiry is necessary, it shall proceed in the matter in accordance with the provisions of clauses (b) to (w) and of Rule 72:

Provided further that where the Disciplinary Authority is, after the completion of the enquiry under the preceding proviso, of the opinion that the case is such that the penalties specified in sub-clauses (v) to (ix) of clause (a) of Rule 67 should be imposed, but is not competent to impose any such penalty, it shall forward the matter to the competent Disciplinary Authority for further action, in the manner laid down in clause (x).

- (ii) specified in sub-clauses (v) to (ix) of clause (a) of Rule 67 shall be made, except after such enquiry as may be held, in the manner provided in clauses (b) to (w) and Rule 71:

Provided that no disciplinary proceeding against an employee shall be stayed or discontinued on the ground that criminal proceedings have been instituted against him on the same (or similar) charge or charges, except where a Court of competent

jurisdiction directs otherwise:

Provided further that no penalty imposed on an employee shall be reconsidered or revoked merely on the ground that criminal proceedings instituted against him, on the same (or similar) charge or charges, have led to his acquittal.

(b) Whenever the Disciplinary Authority is of the opinion that there are grounds for enquiry into the truth of any imputation of misconduct or misbehaviour against an employee, it may itself enquire into, or appoint an authority, to be known as "the Enquiring Authority", to enquire into, the truth thereof:

Provided that where the Disciplinary Authority itself holds the enquiry, any reference in clause (g) to clause (u) to the Enquiring Authority shall be construed as a reference to the Disciplinary Authority.

(c) Where it is proposed to hold an enquiry against an employee under the first or second provisos of sub-clause (i), or under sub-clause (ii), of clause (a), the Disciplinary Authority shall draw up or cause to be drawn up —

- (i) the substance of the imputations of misconduct or misbehaviour into definite and distinct articles of charge;
- (ii) a statement of the imputations of misconduct or misbehaviour in support of each article of charge which shall contain —
  - (1) a statement of all relevant facts including any admission or confession made by the employee;
  - (2) a list of documents by which, and a list of witnesses by whom, the articles of charge are proposed to be sustained:

Provided that in the circumstances referred to in clause (y), the identities of specified classes of witnesses, to be known as "the protected witnesses", shall be kept confidential, and such protected witnesses shall be referred to in all original and appellate proceedings only by specific pseudonyms assigned to them by the Disciplinary Authority or by the Enquiring Authority.

(d) On behalf of the Disciplinary Authority, the Registrar or the Principal, as the case may be, shall deliver, or cause to be delivered, to the employee a copy of the articles of charge, the statement of the imputations of misconduct or misbehaviour and a list of documents and witnesses by which each article of charge is proposed to be sustained, and shall require the employee to submit, within such time as may be specified a written statement of his defence and to state whether he desires to be heard in person:

Provided that it shall be open to the Disciplinary Authority to itself perform the functions assigned by this clause to the Registrar or the Principal:

Provided that in the circumstances referred to in clause (y), the list of witnesses shall not disclose the names of the protected witnesses, but shall indicate them only by the specific pseudonyms assigned to them under the proviso to serial number (2) of sub-clause (ii) of clause (c).

(e) On receipt of the written statement of defence by the employee, referred to in clause (d), the Disciplinary Authority —

- (i) shall, where all the articles of charge have been admitted by the employee in the said statement, record its findings on each charge, after taking such evidence as it may think fit, and shall act in the manner laid down in clause (v); or
- (ii) may, in respect of such of the articles of charge as are not admitted by the employee in the said statement, or where no written statement of defence is submitted by the employee, either itself conduct the enquiry into the articles of charge or, if it so considers necessary, appoint, under clause (b), an Enquiring Authority for the purpose:

Provided that if the employee, to whom the copy of the articles of charge has been

delivered, does not submit the written statement of defence on or before the date specified for the purpose, or does not appear before the Disciplinary Authority or, in case the Enquiry Authority has been appointed, before the Enquiring Authority, or otherwise fails or refuses to comply with the provisions of this Rule, the Disciplinary Authority or the Enquiring Authority, as the case may be, may hold the enquiry *ex parte*:

Provided further that where the Disciplinary Authority itself enquires into any article of charge, or appoints an Enquiring Authority for holding an enquiry into such charge, it may by an order, appoint an employee or a teacher of the University or the College, as the case may be, to be known as "the Presenting Officer", to present on its behalf the case in support of the articles of charge.

(f) On behalf of the Disciplinary Authority, where it is not the Enquiring Authority, the Registrar or the Principal, as the case may be, shall forward to the Enquiring Authority:

- (i) a copy of the articles of charge and the statement of the imputations of misconduct or misbehaviour;
- (ii) a copy of the written statement of defence, if any, submitted by the employee;
- (iii) a copy of statements of witnesses, if any, referred to in clause (c);
- (iv) evidence proving the delivery of the documents referred in clause (c) to the employee;
- (v) a copy of the order appointing the Presenting Officer:

Provided that it shall be open to the Disciplinary Authority to forward the documents and evidence specified in sub-clauses (i) to (v) to the Enquiring Authority itself, instead of through the Registrar or the Principal:

Provided further that in the circumstances referred to in clause (y), the Disciplinary Authority, if it is itself enquiring into any articles of charge, or the Enquiring Authority, shall keep in secure custody the original statements of the protected witnesses, which shall be recorded *in camera*, and shall maintain true copies thereof, each duly attested by it, wherein all such indications as may reveal the identity of the protected witnesses have been erased or otherwise hidden, and such attested copies shall be admissible as evidence in all original and appellate proceedings.

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

(h) The employee may, to present the case on his behalf to the Enquiring Authority, take the assistance of any other employee of the University or, as the case may be, the College, as the case may be, who shall be known as "the defence assistant", but shall not be permitted to engage a legal practitioner for the purpose:

Provided that no employee shall be permitted, at a time, to act as the defence assistant in more than one disciplinary proceedings initiated by the University or the College.

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

(j) The Enquiring Authority shall return a finding of guilty in respect of those articles of charge to which the employee pleads guilty.

(k) The Enquiring Authority shall, if the employee fails to appear within the specified

time or refuses or omits to plead guilty, require the Presenting Officer to produce the evidence by which he proposes to prove the articles of charge, and shall adjourn the case to a later date not exceeding thirty days, after recording an order that the employee may, for the purpose of preparing his evidence —

- (i) inspect within five days of the order, or within such further time not exceeding five days as the Enquiring Authority may allow, the documents specified in the list referred to in clause (c):

Provided that the employee may apply in writing for the supply of copies of the statements of the witnesses mentioned in the list referred to in clause (c), and upon such application, the Enquiring Authority shall furnish such copies to the employee as early as possible, and in any case not less than three days before the commencement of the examination of the witnesses on behalf of the Disciplinary Authority:

Provided further that in the circumstances referred to in clause (y), in the case of protected witnesses, the Enquiring Authority shall furnish to the employee only copies of the true copies of the concerned statements, as maintained under the provisions of the second proviso to clause (f):

- (ii) submit a list of witnesses to be examined on his behalf; and  
 (iii) give a notice within ten days of the order, or within such further time not exceeding ten days as the Enquiring Authority may allow, for the production of any documents, which are in the possession of the University or the College, as the case may be, but not mentioned in the list referred to in clause (c):

Provided that the employee shall indicate in such notice the relevance of the documents required by him to be produced by the University or the College.

- (l) The Enquiring Authority shall, on receipt of the notice for the production of documents, referred to in clause (k), forward the same, or copies thereof, to the authority, or authorities, in whose custody or possession such documents are kept, with a requisition for the production of the documents by such date as may be specified in such requisition:

Provided that a copy of any documentary material, including any receipt, application or notice, or any order of any officer or functionary of the University or a functionary of the College, or any order, proceeding or resolution of any authority or other body of the University or of a body of the College, or any other document in the possession of the University or the College, or any entry in any register duly maintained by the University or the College, if certified by the Registrar (in the case of any document in the possession of the University) or the Principal (in the case of any document in the possession of the College), shall be received as *prima facie* evidence of such material, and no officer of the University, or functionary, teacher or employee of the University or the College, shall, in any proceeding under this Chapter or Chapter VII, be required to produce and prove any such material the contents whereof can be proved by the production of the copies of such material certified by the Registrar or, as the case may be, the Principal:

Provided that in the case of any such proceeding before the University, the copy of such material certified by the Principal shall not be admissible, except if it bears the counter-signature of the Registrar:

Provided also that, the Enquiring Authority may, for reasons to be recorded by it in writing, refuse to requisition such of the documents as are, in its opinion, not relevant to the case.

- (m) On receipt of the requisition referred to in clause (l) every authority having the custody or possession of the requisitioned documents shall produce the same before the Enquiring Authority:

Provided that, if the authority having the custody or possession the requisitioned



documents is satisfied, for reasons to be recorded by it in writing, that the production of all or any of such documents could be against the public interest, it shall inform the Enquiring Authority accordingly, and the Enquiring Authority shall, on being so informed, communicate the information to the employee and withdraw the requisition made by it for the production of such documents.

(n) On the date fixed for the enquiry, the oral and documentary evidence, whereby the articles of charge are proposed to be proved, shall be produced by, or on behalf of, the Disciplinary Authority, and —

- (i) the witnesses shall be cross-examined by the employee, or on his behalf by the defence assistant;
- (ii) the Presenting Officer shall be entitled to re-examine the witnesses on any points on which they have been cross-examined; and
- (iii) the Enquiring Authority may also put such questions to the witnesses as it thinks fit:

Provided that in the protected witnesses, under clause (y), shall not appear at the proceedings before the Enquiring Authority, but the employee or his defence assistant may submit to the Enquiring Authority, in writing, relevant questions or points of clarification in respect of the statements of such witnesses and the Enquiring Authority shall cause the replies of the witnesses concerned to be recorded *in camera*, and shall make available the copies of such replies to the employee in the manner laid down in the second proviso to clause (f).

(o) If it shall so appear necessary, before the close of the case on behalf of the Disciplinary Authority, the Enquiring Authority may, in its discretion, allow the Presenting Officer to produce evidence not included in the list given to the employee, or itself call for new evidence or recall and re-examine any witness, other than a protected witness under clause (y), and in such case the employee shall be entitled to have, if he so demands, a copy of the list of further evidence proposed to be produced, and an adjournment of enquiry for at least three days before the production of such new evidence, exclusive of the day of adjournment and the day to which the enquiry is adjourned, and the Enquiring Authority —

- (i) shall give the employee an opportunity of inspecting such documents before they are taken on the record; and
- (ii) may also allow the employee to produce new evidence, if it is of the opinion that the production of such evidence is necessary in the interest of justice:

Provided that no witness shall be recalled to fill up any gap in the evidence, and new evidence shall not be permitted or called for, except when there is an inherent defect in the evidence which has been produced originally.

(p) When the case for the Disciplinary Authority is closed, the employee shall be required by the Enquiring Authority to state his defence orally or in writing, as he may prefer, and in either case the employee shall be required to sign the record, and a copy of the statement of defence shall be given to the Presenting Officer, if any appointed.

(q) The evidence on behalf of the employee shall then be produced, and in that regard—

- (i) if the employee, regardless of the fact that he is not obligated to be examined in the manner of a witness, offers himself as his own witness, he may produce evidence in support of his defence by examining (i. e. making a deposition) himself, if he so prefers, or submitting himself to examination by the defence assistant;
- (ii) the employee or his defence assistant shall proceed to examine the defence witnesses, i. e. the witnesses included in the list referred to in sub-clause (ii) of clause (k); and
- (iii) the Presenting Officer shall cross-examine the employee (only in case the employee has offered himself as his own witness) and the defence witnesses,

and if necessary re-examine them again, and the Enquiring Authority may also put such questions to them as it thinks fit.

(r) The Enquiring Authority may, after the employee closes his case, generally question him on the circumstances appearing against him in the evidence for the purpose of enabling him to explain any such circumstances.

(s) The Enquiring Authority may, after the completion of the production of evidence, hear the Presenting Officer, if any appointed, and the employee or his defence assistant, or permit them to file written briefs of their respective cases, if they so desire.

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

Provided that if the succeeding Enquiring Authority is of the opinion that further examination of any of the witnesses whose evidence has already been recorded is necessary in the interests of justice, it may recall, examine, cross-examine or re-examine any such witnesses as hereinbefore provided:

Provided further that the preceding proviso shall not apply in the case of a protected witness, under clause (y), except in accordance with the special provisions, laid down in the preceding clauses, in respect of such witnesses.

(u) If in the opinion of the Enquiring Authority the proceedings of the enquiry establish any article of charge different from the original articles of charge, it may also record its findings on such article of charge:

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

(v) After the conclusion of the enquiry, subject to the provisions of clause (u), the Report of the enquiry shall be prepared, which shall contain —

- (i) the articles of charge and statement of the imputations of misconduct or misbehaviour;
- (ii) the defence or admission, as the case may be, of the employee in respect of each article of charge;
- (iii) an assessment of the evidence in respect of each article of charge; and
- (iv) the findings on each article of charge and the reasons therefor.

(w) The Enquiring Authority, where it is not itself the Disciplinary Authority, shall forward to the Disciplinary Authority the records of enquiry, which shall include —

- (a) the report prepared under clause (v);
- (b) the written statement of defence, if any, submitted by the employee;
- (c) the oral and documentary evidence produced in the course of the enquiry, subject to the special provisions, as hereinbefore provided, in the case of protected witnesses;
- (d) written briefs, if any, filed by the Presenting Officer or the employee or both during the course of the enquiry; and
- (e) the orders, if any, made by the Disciplinary Authority and the Enquiring Authority in regard to the enquiry.

(x) Where a Disciplinary Authority competent to impose any of the penalties specified in sub-clauses (i) to (iv) of clause (a) of Rule 67, but not competent to impose any of the penalties specified in clauses (v) to (ix) of the said clause (a), has enquired into the articles of any charge that is liable to the imposition of any of the penalties specified in the said sub-clauses (i) to (iv), either itself or through an Enquiring Authority

appointed by it, and with regard to its own findings, or to its decision on any of the findings of such Enquiring Authority, is of the opinion that any of the penalties specified in the said sub-clauses (v) to (ix) should be imposed on the employee, it shall forward the records of the enquiry to the Disciplinary Authority that is competent to impose the latter penalties, and such competent Disciplinary Authority —

- (i) may act on the evidence on record; or
- (ii) may, if it is of the opinion that further examination of any of the witnesses is necessary in the interests of justice, recall and examine, cross-examine and re-examine such witness or witnesses,

and may impose on the employee such penalty as it may deem fit in accordance with the Rules of this Chapter.

(y) In any disciplinary proceeding relating to—

- (i) an imputation of sexual harassment, the Disciplinary Authority shall; or
- (ii) any other imputation of misconduct or misbehaviour, where it appears to the Disciplinary Authority to be necessary to protect the identity of any female witness, or where a request to that effect has been made by a female witness, the Disciplinary Authority may,

notwithstanding any provision to the contrary in this Rule or Rule 71 or Rule 72, take steps to maintain the anonymity, and thereby security from pressures, social stigmatisation or victimisation, of any female witness.

#### 71. Action on the Enquiry Report:

(a) If the Disciplinary Authority, where it is not itself the Enquiring Authority, after considering the Report referred to in clause (v) of Rule 70 —

- (i) is of opinion that a further enquiry and report is called for, it may remit the case, for reasons to be recorded in writing, to the Enquiring Authority for such further enquiry and report, and the Enquiring Authority shall thereupon proceed to hold further enquiry, as far as may be, according to the provisions of Rule 70; or
- (ii) disagrees with the findings on all or any of the articles of charge and is of the opinion that any of the penalties specified in clause (i) to (iv) of Rule 67 should be imposed on the employee, it shall, notwithstanding anything contained in Rule 72, make an order imposing such penalty.

(b) If the Disciplinary Authority, having regard to its findings on all or any of the articles of charge is of the opinion that any of the penalties specified in clauses (i) to (iv) of Rule 67 should be imposed on the employee, it shall notwithstanding anything contained in Rule 72 make an order imposing such penalty.

(c) If the Disciplinary Authority, having regard to its findings on all or any of the articles of charge, is of the opinion that any of the penalties specified in clauses (v) to (ix) of Rule 67 should be imposed on the employee, it shall:

- (i) furnish to the employee a copy of the report of the enquiry held by it and its findings on each article of charge, or where the enquiry has been held by an Enquiring Authority appointed by it, a copy of the report of such authority and a statement of its findings on each article of charge together with brief reasons for disagreement, if any, with the findings of the Enquiring Authority;
- (ii) give the employee a notice stating the penalty proposed to be imposed on him and calling upon him to submit within fifteen days of receipt of the notice, or such further time, not exceeding fifteen days, as may be allowed, such representation as he may wish to make on the proposed penalty on the basis of the evidence adduced during the enquiry held under Rule 70.

(d) The Disciplinary Authority shall consider the representations if any, made by the employee in pursuance of the notice given to him under sub-clause (ii) of clause (c),

and determine what penalty, if any, should be imposed on him and make such order as it may deem fit.

72. Procedure for imposing Minor Penalties:

(a) Subject to the provisions of clause (b) of Rule 71, no order imposing on an employee any of the penalties specified in sub-clauses (i) to (iv) of clause (a) of Rule 67 shall be made by the Disciplinary Authority, except after —

- (i) taking the representation, if any, submitted by the employee under sub-clause (i) of clause (a) of Rule 70, into consideration; or
- (ii) taking the record of the enquiry held under the first proviso to sub-clause (ii) of clause (a) of Rule 70, into consideration,

and recording a finding on each imputation of misconduct or misbehaviour.

(b) The record of the proceedings in the cases referred to in clause (a) shall include —

- (i) a copy of the intimation to the employee of the proposal to take action against him;
- (ii) a copy of the statement of imputations of misconduct or misbehaviour delivered to him;
- (iii) his representation, if any;
- (iv) the evidence produced during the enquiry, subject to the provisions of Rule 70 in respect of the evidence of protected witnesses;
- (v) the findings on each imputation of misconduct or misbehaviour; and
- (vi) the orders on the case together with the reason therefor.

73. Communication of Orders:

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

74. Common Proceedings:

(a) Where two or more employees are concerned in any case —

- (i) in the case of the University, the Executive Council or any other authority competent to impose the penalty of dismissal from service; or
- (ii) in the case of the College, the Governing Body or any other authority competent to impose the penalty of dismissal from service,

on all such employees may make an order directing that disciplinary action against all of them may be taken in a common proceeding:

Provided that if the authorities competent to impose the penalty of dismissal on such employees are different, an order for taking disciplinary action in a common proceeding may be made by the higher of such authorities with the consent of the others.

(b) Subject to the provisions of clauses (b) and (c) of Rule 68, an order under clause (a) shall specify —

- (i) the authority which may function as the Disciplinary Authority for the purpose of such common proceeding;
- (ii) the penalties specified in Rule 67 such Disciplinary Authority shall be competent to impose; and
- (iii) whether the procedure laid down in Rule 70 and Rule 71, or in Rule 72, shall be followed in the proceeding.

75. Special procedure in certain cases:

Notwithstanding any thing contained in Rule 70 to Rule 74 —

- (i) where any penalty is imposed on an employee on the ground of misconduct, which has led to his conviction on a criminal charge; or
  - (ii) where the Disciplinary Authority is satisfied for reasons to be recorded by it in writing that it is not reasonably practicable to hold any inquiry in the manner provided in these Rules,
- the Disciplinary Authority may consider the circumstances of the case and make such order thereon as it deems fit.

76. Provision regarding an Employee lent to outside authority:

(a) Where the services of an employee are lent to an outside authority (hereinafter in this Rule referred to as "the borrowing authority"), the borrowing authority shall have the power of the appointing authority for the purpose of placing such employee under suspension and for instituting disciplinary proceedings.

(b) In the light of the findings in the disciplinary proceedings conducted against the employee —

- (i) if the borrowing authority is of the opinion that any of the penalties specified in sub-clauses (i) to (iv) of clause (a) of Rule 67 should be imposed on the employee, it may after consultation with the University or the College make such orders on the case as it deems necessary:

Provided that in the event of a difference of opinion between the borrowing authority and the University or the College, the services of the employee shall be re-placed at the disposal of the University or the College;

- (ii) if the borrowing authority is of the opinion that any of the penalties specified in sub-clauses (v) to (ix) of clause (a) of Rule 67 should be imposed on the employee, it shall re-place his services at the disposal of the University or the College and transmit to it the proceedings of the enquiry, and thereupon the Executive Council or the Governing Body may, if it is the Disciplinary Authority, pass such orders thereon as it may deem necessary or, if it is not the Disciplinary Authority, submit the case to the Disciplinary Authority which shall pass such orders on the case as it may deem necessary:

Provided that the Disciplinary Authority may pass such orders on the record of the enquiry transmitted to it by the borrowing authority, or after holding such further enquiry as it may deem necessary, as far as may be, in accordance with Rule 70:

Provided further that before passing any such order the Disciplinary Authority shall comply with the provisions of clauses (b), (c) and (d) of Rule 71.

77. Provisions regarding persons borrowed from outside authorities:

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

(b) In the light of the findings in the disciplinary proceedings conducted against the employee, if the Disciplinary Authority is of the opinion —

- (i) that any of the penalties specified in sub-clause (i) to (iv) of clause (a) of Rule 67 should be imposed on him, it may, subject to the provisions of clause (a) of Rule 72, pass, after consultation with the lending authority, such orders on the case as it may deem necessary:

Provided that in the event of a difference of opinion between the

University and the lending authority, the services of the employee shall be re-placed at the disposal of the lending authority; or

- (ii) that any of the penalties specified in clauses (v) to (ix) of clause (a) of Rule 67 should be imposed on the employee, it shall re-place the services of such employee at the disposal of the lending authority and transmit to it the proceedings of the enquiry for such action as the lending authority may deem necessary.

#### Part V: APPEALS

78. Orders against which an appeal does not lie:

Notwithstanding anything contained in the Rules of this Part, no appeal shall lie, except if otherwise provided in these Rules or in the Statutes or the Ordinances, against:

- (i) any order made by the Executive Council on an appeal made to it;
- (ii) any order of an interlocutory nature or of the nature of a step-in-aid for the final disposal of the disciplinary proceedings other than an order of suspension; and
- (iii) any order passed by an Enquiring Authority in the course of an enquiry under Rule 70.

79. Orders against which appeal lies:

Subject to the provisions of Rule 78 an employee, including a person who has ceased to be in the service of the University or the College, may prefer an appeal against all or any of the following orders, namely:

- (i) an order of suspension made or deemed to have been made under Rule 66; and
- (ii) an order imposing any of the penalties specified in Rule 67, whether made by the Disciplinary Authority or by any appellate or reviewing authority;
- (iii) an order enhancing a penalty imposed under Rule 67;
- (iv) an order —
  - (1) denying, or varying to his disadvantage, his pay, allowance, pension or other conditions of service as regulated by rules or by agreement; or
  - (2) reverting him while officiating in a higher grade or post to a lower grade or post, otherwise than as a penalty;
  - (3) determining the subsistence and other allowances to be paid to him for the period of suspension or for the period during which he is deemed to be under suspension or for any portion thereof;
  - (4) determining his pay and allowances for his period of suspension;
  - (5) determining his pay and allowances for the period from the date of his dismissal, removal, or compulsory retirement from service, or from the date of his reduction to a post of lower grade or time-scale of pay, or lower stage in a time-scale of pay, to the date of his reinstatement or restoration to his grade or post; or
  - (6) determining whether or not the period from the date of his suspension, or from the date of his dismissal, removal, compulsory retirement, or reduction to a lower grade post or time-scale of pay or stage in a time-scale of pay, to the date of his reinstatement, be treated, for any purpose, as a period spent on duty.

80. Appellate Authorities:

- (a) An employee, including a person who has ceased to be in the service of the University, may prefer an appeal against all or any of the orders specified in Rule 79 to

the authority specified in this behalf by a general or special order of the University or the Governing Body, or where no such authority is specified:

- (i) to the appointing authority, where the order appealed against is made by an authority subordinate to it:

Provided that the appeal shall lie to the Vice-Chancellor where the order appealed against has been made by the Registrar, or to the Chairperson of the Governing Body where the order appealed against has been made, without the approval of such Chairperson, by the Principal: or

- (ii) to the Executive Council, where such order is made by the Vice-Chancellor, or to the Governing Body, where such order has been made by the Principal, with the approval of the Chairperson of the Governing Body.

- (b) Notwithstanding anything contained in clause (a) —

- (i) an appeal against an order in common proceeding held under rule 74 will lie to the authority to which the authority functioning as the Disciplinary Authority for the purpose of that proceeding is immediately subordinate; or

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

Provided that the Executive Council or the Governing Body may, in accordance with the provisions of clause (d), appoint a Committee of Appeals, to which all appeals against the major penalties, referred to in sub-clauses (viii) and (ix) of clause (a) of Rule 67, imposed by the orders of the Executive Council or the Governing Body, would lie for final decision.

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

- (d) The Committee of Appeals shall consist of five members, as follows —

- (i) three persons, not connected with the University or any College, appointed by the Executive Council from a panel drawn up by the Vice-Chancellor and approved by the Executive Council (in the case of the University) or by the Governing Body (in the case of the College):

Provided that one of the said persons shall be a person with judicial experience, who shall be the Chairperson of the Committee;

- (ii) one person of eminence, not connected with the University or any College, nominated by the Vice-Chancellor (in the case of the University) or by the Governing Body (in the case of the College);

- (iii) one member nominated by the Executive Council from amongst its members (in the case of the University) or by the Governing Body from amongst the nominees of the Vice-Chancellor thereon (in the case of the College).

- (e) There may be more than one Committee of Appeals for considering different classes of cases, and the term of office of the Committee and the rules for the conduct of its business shall be prescribed by the Executive Council.

#### 81. Period of limitation for appeals:

No appeal preferred under the Rules of this Part shall be entertained, except if it is preferred within a period of forty-five days from the date on which a copy of the order appealed against was delivered to the appellant:

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

## 82. Form and contents of appeal:

- (a) Every person preferring an appeal shall do so separately and in his own name.
- (b) The appeal shall be presented to the authority to whom the appeal lies, with a copy being forwarded by the appellant to the authority which made the order appealed against, and —
- (i) shall contain all the material statements and arguments on which the appellant relies;
  - (ii) shall not contain any disrespectful or improper language; and
  - (iii) shall be complete in itself.
- (c) The authority which made the order appealed against shall, on receipt of a copy of the appeal, forward the same with its comments thereon, together with the relevant records, to the appellate authority without any avoidable delay, and without waiting for any direction from the appellate authority.

## 83. Consideration of appeals:

- (a) In the case of an appeal against an order of suspension, the appellate authority shall consider whether, in the light of the provisions of Rule 66 and having regard to the circumstances of the case, the order of suspension is justified or not, and confirm or revoke the order accordingly.
- (b) In the case of an appeal against an order imposing any of the penalties specified in Rule 67, or enhancing any penalty imposed under the said Rule, the appellate authority shall consider whether the procedure laid down in these Rules has been complied with, whether the findings of the Disciplinary Authority are warranted by the evidence on the record and whether the penalty or the enhanced penalty imposed is inadequate, adequate or severe, and pass orders —
- (i) confirming, enhancing, reducing, or setting aside the penalty; or
  - (ii) remitting the case to the authority which imposed or enhanced the penalty, or to any other authority, with such direction as it may deem fit in the circumstances of the case:

Provided that —

- (1) if the enhanced penalty, which the appellate authority proposes to impose, is one of the penalties specified in sub-clauses (v) to (ix) of clause (a) of Rule 67 and an enquiry under Rule 70 has not already been held in the case, the appellate authority shall, subject to the provisions of Rule 75, itself hold such enquiry, or direct that such enquiry be held in accordance with the provisions of Rule 70, and thereafter on a consideration of the proceedings of such enquiry, and after giving the appellant a reasonable opportunity, as far as may be in accordance with the provisions of clause (d) of Rule 71, of making a representation against the penalty proposed on the basis of the evidence adduced during such inquiry, make such orders as it may deem fit; and
  - (2) no order imposing an enhanced penalty shall be made in any case, except if the appellant has been given a reasonable opportunity, as far as may be in accordance with the provisions of Rule 71, of making a representation against such enhanced penalty.
- (c) In an appeal against any other order specified in Rule 79, the appellate authority shall consider all the circumstances of the case and make such orders as it may deem just and equitable.
- (d) Implementation of Orders in appeal:
- The authority which made the order appealed against shall give effect to the orders passed by appellate authority.



## CHAPTER VII

## REVIEW AND MISCELLANEOUS PROVISIONS

**Part I: Discretionary Review**

## 84. Review Procedure:

(a) Notwithstanding anything contained in these Rules, the Executive Council or the Governing Body, or the appellate authority, may, at any time within six months of the orders proposed to be reviewed, either on its own motion or otherwise, call for the records of any enquiry, and review an order made under the said Rules from which an appeal is allowed but no such appeal has been preferred, or from which no appeal is allowed, and may —

- (i) confirm, modify or set aside the order; or
- (ii) confirm, reduce, enhance or set aside the penalty imposed by the order or impose any penalty where no penalty has been imposed; or
- (iii) remit the case to the authority which made the order, or to any other authority, directing such authority to make such further enquiry as it may consider proper in the circumstances of the case; or
- (iv) pass such other order as it may deem fit.

Provided that no order imposing or enhancing any penalty shall be made by any reviewing authority, except if the employee concerned has been given a reasonable opportunity of making a representation against the penalty proposed:

Provided further that where, upon review, it is proposed, in case no penalty had been imposed by the order sought to be reviewed, to impose any of the penalties specified in sub-clauses (v) to (ix) of clause (a) of Rule 67, or to enhance the penalty imposed by such order to any of the penalties specified in the said sub-clauses, no such penalty shall be imposed except after an enquiry in the manner laid down in Rule 71 and after giving a reasonable opportunity to the employee concerned of showing cause against the penalty proposed on the evidence adduced during the enquiry.

(b) In respect of an employee of the College, notwithstanding any provision of these Rules, the Vice-Chancellor may, during the pendency of such order of suspension made or deemed to have been made under Rule 66, or after the issuance of such order imposing any of the penalties under sub-clauses (v) to (ix) of clause (a) of Rule 67, as has been confirmed on appeal, against which no proceedings for review have been instituted within the period allowed under clause (a), call for the relevant records, and in case after examining the same is of the opinion that a case for review of the said order exists, direct that proceedings for such review be instituted.

(c) An order of the Vice-Chancellor under clause (b) shall be implemented by the Governing Body of the College.

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

**Part II: Miscellaneous Provisions**

## 85. Service of orders, notices, etc.:

Every order, notice and other process made or issued under these Rules shall be served in person on the employee concerned, or communicated to him by registered post or by speed post.

## 86. Power to relax time-limit and to condone delay:

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

87. Provisions regarding settled and pending matters:

(a) Where any penalty had been imposed on any employee on any date prior to the commencement of the Act, no application for re-opening the matter concerned shall be entertained under these Rules:

Provided that where an employee had, within the time specified in that behalf in the rules in force immediately prior to such commencement, filed, before the Competent Authority, an appeal against such penalty, or an application for the review thereof, on which no orders had been passed by the Competent Authority up to the date immediately preceding the commencement of these Rules, further proceedings on such appeal or application for review shall be conducted in accordance with the relevant provisions of these Rules.

(b) In the case of an employee against whom any disciplinary proceeding is liable to be instituted for any act of commission or omission prior to the date of the commencement of these Rules, such disciplinary proceeding shall be instituted and conducted in accordance with the relevant provisions of these Rules.

88. Removal of doubts:

If any doubt arises as to the interpretation of any of the provisions of the Rules of this Chapter, the matter shall be referred to the Executive Council, which shall decide the same.

### THE ANNEXURE TO THE RULES IN THE SCHEDULE TO ORDINANCE L

(See clause (a) of Rule 5)

#### CLASSIFICATION OF POSTS

Classification of Posts

1. Subject to the provisions of clause 2, and sub-clause (a) of clause 1 of Ordinance L, the classification of posts of employees governed by these Rules shall be as follows —

Sl No.	Description of Post	Classification of Post
1	A post of the status or description of a civil post under the Central Civil Services that is classified as a post of Group A	Group A
2	A post of the status or description of a civil post under the Central Civil Services that is classified as a post of Group B	Group B
3	A post of the status or description of a civil post under the Central Civil Services that is classified as a post of Group C	Group C
4	A post of the status or description of a civil post under the Central Civil Services that is classified as a post of Group D	Group D

2. The classification specified in clause 1 may, from time to time, be revised or elaborated by the Executive Council.

#### CHAPTER IX: ACADEMIC PROGRAMMES,

#### ORDINANCE LI: ACADEMIC PROGRAMMES AND THE ORGANISATION AND CONDUCT OF TEACHING

(Under clauses (i) and (xxii) of Section 7, clauses (b) and (c) of Section 29, and clause (e) of Statute 12)

#### ORDINANCE