



ACTS & STATUTES

Sub. National Systems Unit,
National Institute of Educational
Planning and Administration
17-B, SriAurobindo Marg, New Delhi-110016
DOC. No.....
Date.....

INDIAN INSTITUTE OF TECHNOLOGY DELHI
HAUZ KHAS, NEW DELHI-29

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ACTS & STATUTES

Suo.
 National Educational
 Planning Commission
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ACTS

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TO BE PUBLISHED IN PART II SECTION 3 SUB-
SECTION (ii) OF THE GAZETTE OF INDIA

No. F.24-19/63-T.6
Government of India
Ministry of Scientific Research and Cultural Affairs

New Delhi, the 12th September, 1963.

NOTIFICATION

In exercise of the powers conferred by sub-section (2) of section 1 of the Institutes of Technology (Amendment) Act 1963 (29 of 1963), the Central Government hereby appoints the 13th day of September, 1963 as the date on which the said Act shall come into force.

Sd/- L.S. Chandrakant
Joint Educational Adviser (Technical)

To
The Manager,
Government of India Press,
New Delhi.

No. F.24-19/63-T.6 New Delhi, the 16th September, 1963.

Copy forwarded to:

1. The Director, Indian Institute of Technology, Kharagpur/Bombay-76/Madras-36/Kanpur.
2. The Principal, College of Engineering & Technology, Hauz Khas, New Delhi.
3. All State Government.
4. All Chief Commissioners of Centrally Administered Territories.
5. Lt. Governor, Himachal Pradesh/Goa.
6. All Ministries of the Government of India, the Cabinet Secretariat, the Prime Minister's Secretariat, the Planning Commission, the Secretary to the President, the Union Public Service Commission, New Delhi.

7. The Comptroller & Auditor General of India.
8. The Accountant General, Central Revenues, New Delhi.
9. The Registrar (with 15 spare copies), Indian Institute of Technology, Kharagpur/Bombay-76/Madras-36/Kanpur.
It is requested that the spare copies may kindly be circulated among the members of the Board of Governors of the Institute.
10. All attached and subordinate offices of the Ministry.
11. All officers and sections of the Ministry.
12. The Registrar, Indian Institute of Science, Bangalore.
13. Secretary, University Grants Commission, New Delhi.
14. Secretary, Inter-Universities Board, New Delhi.
15. Registrar, University of Delhi, Delhi.
16. All members of the Council of Institute of Technology.

Sd/- H.S. Shahani
Assistant Educational Adviser (T).

A C T S

(EFFECTIVE FROM 13TH SEPTEMBER, 1963
VIDE MINISTRY OF SCIENTIFIC RESEARCH
& CULTURAL AFFAIRS, GOVT. OF INDIA,
GAZETTE NOTIFICATION NO. F.24-19/63-
T.6 DATED 12TH SEPTEMBER, 1963).

THE GAZETTE OF INDIA
EXTRAORDINARY
PART II-SECTION 1
PUBLISHED BY AUTHORITY

No. 63 New Delhi, Wednesday, December 20, 1961
Agrahayana 29, 1883

MINISTRY OF LAW
(Legislative Department)

New Delhi, the 20th December, 1961/Agrahayana 29, 1883 (Saka)

The following Act of Parliament received the assent of the President on the 19th December, 1961, and is hereby published for general information:

THE INSTITUTES OF TECHNOLOGY ACT, 1961

No. 59 of 1961

(19th December, 1961)

An Act to declare certain institutions of technology to be institutions of national importance and to provide for certain matters connected with such institutions and the Indian Institute of Technology, Kharagpur.

Be it enacted by Parliament in the Twelfth Year of the Republic of India as follows:

CHAPTER I

Preliminary

Short title and commencement. 1. (1) This Act may be called the Institutes of Technology Act, 1961.

Declaration of certain institutions as institutions of national importance. (2) It shall come into force on such date as the Central Government may, by notification in the Official Gazette, appoint, and different dates may be appointed for different provisions of this Act.

2. Whereas the objects of the institutions known as the Indian Institute of Technology, Bombay, the Indian Institute of Technology, Kanpur and the Indian Institute of Technology, Madras are such as to make them institutions of national importance, it is hereby declared that each such institution is an institution of national importance.

Definitions.

3. In this Act, unless the context otherwise requires:

(a) "Board", in relation to any Institute, means the Board of Governors thereof;

(b) "Chairman" means the Chairman of the Board.

(c) "Corresponding Institute" means:

(i) in relation to the society known as the Indian Institute of Technology, Bombay, the Indian Institute of Technology, Bombay.

(ii) in relation to the society known as the Indian Institute of Technology (Kanpur) Society, the Indian Institute of Technology, Kanpur, and

(iii) in relation to the society known as the Indian Institute of Technology, Madras, the Indian Institute of Technology, Madras;

(d) "Council" means the Council established under sub-section (1) of section 3;

(e) "Deputy Director", in relation to any Institute, means the Deputy Director thereof;

(f) "Director" in relation to any Institute, means the Director thereof;

(g) "Institute" means any of the Institutions mentioned in section 2 and includes the

Indian Institute of Technology, Kharagpur, incorporated under the Indian Institute of Technology (Kharagpur) Act, 1956;

(h) "Registrar", in relation to any Institute, means the Registrar thereof;

(i) "Senate", in relation to any Institute, means the Senate thereof;

(j) "Society" means any of the following societies registered under the Societies Registration Act, 1860, namely:

(i) the Indian Institute of Technology, Bombay;

(ii) the Indian Institute of Technology (Kanpur) Society;

(iii) The Indian Institute of Technology, Madras;

(k) "Statutes" and "Ordinances", in relation to any Institute, means the Statutes and Ordinances of the Institute made under this Act.

CHAPTER II

The Institutes

Incorporation of Institutes 4. (1) Each of the Institutes mentioned in Section 2 shall be a body corporate having perpetual succession and a common seal and shall, by its name, sue and be sued.

(2) The body corporate constituting each of the said institutes shall consist of a Chairman, a Director and other members of the Board for the time being of the Institute.

Effect of Incorporation of Institutes 5. On and from the commencement of this Act,-
 (a) any reference to a society in any law (other than this Act) or in any contract

or other instrument shall be deemed as a reference to the corresponding Institute;

(b) all property, movable and immovable, of or belonging to a society shall vest in the corresponding Institute;

(c) all the rights and liabilities of a society shall be transferred to, and be the rights and liabilities of the corresponding Institute; and

(d) every person employed by a society immediately before such commencement shall hold his office or service in the corresponding Institute by the same tenure, at the same remuneration and upon the same terms and conditions and with some rights and privileges as to pension, leave gratuity, provident fund (and other matters as he would have held the same if this Act had not been passed, 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 Statutes;

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

Powers of
Institute

- 6.(1) Subject to the provisions of this Act, every Institute shall exercise the following powers and perform the following duties namely:
- (a) to provide for instruction and research in such branches of engineering and technology, sciences and arts, as the Institute may think fit, and for the advancement of learning and dissemination of knowledge in such branches;
 - (b) to hold examinations and grant degrees, diplomas and other academic distinctions or titles;
 - (c) to confer honorary degrees or other distinctions;
 - (d) to fix, demand and receive fees and other charges;
 - (e) to establish, maintain and manage halls and hostels for the residence of students;
 - (f) to supervise and control the residence and regulate the discipline of students of the Institute and to make arrangements for promoting their health, general welfare and cultural and corporate life;
 - (g) to provide for the maintenance of units of the National Cadets Corps for the students of the Institute;
 - (h) to institute academic and other posts and to make appointments thereto (except in the case of the Director);
 - (i) to frame statutes and Ordinances and to alter, modify or rescind the same;
 - (j) to deal with any property belonging or to or vested in the Institute in such manner as the Institute may deem fit for advancing the objects of the Institute;

- (k) to receive gifts, grants, donations for benefactions from the Government and to receive bequests, donations and transfers, or movable and immovable properties from testators, donors or transferors as the case may be;
- (l) to co-operate with educational or other institutions in any part of the world having objects wholly or partly similar to those of the Institute by exchange of teachers and scholars and generally in such manner as may be conducive to their common objects;
- (m) to institute and award fellowships, scholarships, exhibitions, prizes and medals, and
- (n) to do all such things as may be necessary incidental or conducive to the attainment of all or any of the objects of the Institute.

(2) Notwithstanding anything contained in subsection (1) an Institute shall not dispose of in any manner any immovable property without the prior approval of the Visitor.

Institutes to be open to all races, creeds and classes

7. (1) Every Institute shall be open to persons of either sex and of whatever race, creed, caste or class, and no test or condition shall be imposed as to religious belief or profession in admitting or appointing members, students, teachers or workers or in any other connection whatsoever.

(2) No bequest, donation or transfer of any property shall be accepted by any Institute

which in the opinion of the Council involves conditions or obligations opposed to the spirit and object of this section

Teaching
at Institute

8. All teaching at each of the Institutes shall be conducted by or in the name of the Institute in accordance with the Statutes and Ordinances made in this behalf.

Visitor

9. (1) The President of India shall be the Visitor of every Institute.
(2) The Visitor may appoint one or more persons to review the work and progress of any Institute and to hold inquiries into the affairs thereof and to report thereon in such manner as the Visitor may direct.
(3) Upon receipt of any such report, the Visitor may take such action and issue such directions as he considers necessary in respect of any of the matters dealt with in the report and the Institute shall be bound to comply with such directions.

Authorities
of Institutes

10. The following shall be the authorities of an Institute, namely:
(a) a Board of Governors;
(b) a Senate; and
(c) such other authorities as may be declared by the Statutes to be the authorities of the Institute.

Board of
Governors

11. The Board of an Institute shall consist of the following persons, namely:
(a) the Chairman, to be nominated by the Visitor;
(b) The Director, ex officio;

- (c) one person to be nominated by the Government of each of the States comprising the zone in which the Institute is situated, from among persons who, in the opinion of that Government, are technologists or industrialists of repute;
- (d) four persons having special knowledge or practical experience in respect of education, engineering or science to be nominated by the Council; and
- (e) two professors of the Institute, to be nominated by the Senate.

Explanation: In this section, the expression "zone" means a zone as for the time being demarcated by the All-India Council for Technical Education for the purposes of this Act.

Term of Office of, vacancies among, and allowances payable to, members of Board.

12. (1) Save as otherwise provided in this section, the term of office of the Chairman or any other member of the Board shall be three years from the date of his nomination.
- (2) The term of office of an ex officio member shall continue so long as he holds the office by virtue of which he is a member.
- (3) The term of office of a member nominated under clause (e) of section 11 shall be two years from the 1st day of January of the year in which he is nominated.
- (4) The terms of office of a member nominated to fill a casual vacancy shall continue for the remainder of the term of the member in whose place he has been nominated.

- (5) Notwithstanding anything contained in this section, an out-going member shall, unless the Council otherwise directs, continue in office until another person is nominated as a member in his place.
- (6) The members of the Board shall be entitled to such allowances, if any, from the Institute as may be provided for in the Statutes but no member other than the person referred to in clauses (b) and (e) of section 11 shall be entitled to any salary by reason of this sub-section.

Functions of
Board.

- 13.(1) Subject to the provisions of this Act, the Board of any Institute shall be responsible for the general superintendence, direction and control of the affairs of the Institute and shall exercise all the powers of the Institute not otherwise provided for by this Act, the Statutes and the Ordinances, and shall have the power to review the acts of the Senate.
- (2) Without prejudice to the provisions of sub-section (1), the Board of any Institute shall -
- (a) take decisions on questions of policy relating to the administration and working of the Institute;
 - (b) Institute courses of study at the Institute;
 - (c) make Statutes;

- (d) institute and appoint persons to academic as well as other posts in the Institute;
- (e) consider and modify or cancel ordinances;
- (f) consider and pass resolutions on the annual report, the annual accounts and the budget estimates of the Institute for the next financial year as it thinks fit and submit them to the Council together with a statement of its development plans;
- (g) exercise such other powers and perform such other duties as may be conferred or imposed upon it by this act or the Statutes.

(3) The Board shall have the power to appoint such committees as it considers necessary for the exercise of its powers and the performance of its duties under this Act.

Senate

14. The Senate of each Institute shall consist of the following persons, namely:
- (a) the Director, ex officio, who shall be the Chairman of the Senate;
 - (b) the Deputy Director, ex officio;
 - (c) the professors appointed or recognised as such by the Institute for the purpose of imparting instructions in the Institute;
 - (d) three persons, not being employees of the Institute, to be nominated by the Chairman in consultation with the

Director, from among educationalists of repute, each from the fields of science, engineering and humanities; and

(e) such other members of the staff as may be laid down in the Statutes.

Functions of Senate.

15. Subject to the provisions of this Act, the Statutes and the Ordinances, the Senate of an Institute shall have the control and general regulation, and be responsible for the maintenance of standards of instruction, education and examination in the Institute and shall exercise such other powers and perform such other duties as may be conferred or imposed upon it by Statutes.

Chairman of Board

16. (1) The Chairman shall ordinarily preside at the meetings of the Board and at the Convocations of the Institute.

(2) It shall be the duty of the Chairman to ensure that the decisions taken by the Board are implemented.

(3) The Chairman shall exercise such other powers and perform such other duties as may be assigned to him by this Act or the Statutes.

Director

17. (1) The Director of each Institute shall be appointed by the Council with the prior approval of the Visitor.

(2) The Director shall be the principal academic and executive officer of the Institute and shall be responsible for the proper administration of the Institute and for

(3) The Director shall submit annual reports and accounts to the Board.

(4) The Director shall exercise such other powers and perform such other duties as may be assigned to him by this Act or the Statutes or Ordinances.

Deputy Director

18. The Deputy Director of each Institute shall be appointed on such terms and conditions as may be laid down by the Statutes and shall exercise such powers and perform such duties as may be assigned to him by this Act or the Statutes or by the Director.

Registrar

(1) The Registrar of each Institute shall be appointed on such terms and conditions as may be laid down by the Statutes and shall be the custodian of records, the common seal, the funds of the Institute and such other property of the Institute as the Board shall commit to his charge.

(2) The Registrar shall act as the Secretary of the Board, the Senate, and such committees as may be prescribed by the Statutes.

(3) The Registrar shall be responsible to the Director for the proper discharge of his functions.

(4) The Registrar shall exercise such other powers and perform such other duties as may be assigned to him by this Act or the Statutes or by the Director.

Other authorities and officers

20. The powers and duties of authorities and officers other than those hereinbefore mentioned shall be determined by the Statutes.

Grants by
Central
Government

21. For the purpose of enabling the Institutes to discharge their functions efficiently under this Act, the Central Government may, after due appropriation made by Parliament by law in this behalf, pay to each Institute in each financial year such sums of money and in such manner as it may think fit.

Fund of the
Institute

22.(1) Every Institute shall maintain a fund to which shall be credited -

(a) all moneys provided by the Central Government;

(b) all fees and other charges received by the Institute;

(c) all moneys received by the Institute by way of grants, gifts, donations, benefactions, bequests or transfers; and

(d) all moneys received by the Institute in any other manner or from any other source.

(2) All moneys credited to the Fund of any Institute shall be deposited in such Banks or invested in such manner as the Institute may, with the approval of the Central Government, decide.

(3) The Fund of any Institute shall be applied towards meeting the expenses of the Institute including expenses incurred in the exercise of its powers and discharge of its duties under this Act.

Accounts
and Audit

23. (1) Every Institute shall maintain proper accounts and other relevant records and prepare an annual statement of

accounts including the balance-sheet in such form as may be prescribed by the Central Government in consultation with the Comptroller and Auditor-General of India.

- '2) The accounts of every Institute shall be audited by the Comptroller and Auditor-General of India and any expenditure incurred by him in connection with such audit shall be payable by the Institute to the Comptroller and Auditor General of India.
- (3) The Comptroller and Auditor-General of India and any person appointed by him in connection with the audit of the accounts of any Institute shall have the same rights, privileges and authority in connection with such audit as the Comptroller and Auditor-General of India has in connection with the audit of the Government accounts, and, in particular, shall have the rights to demand the production of books, accounts connected vouchers and other documents and papers and to inspect the offices of the Institute.
- (4) The accounts of every Institute as certified by the Comptroller and Auditor-General of India or any other person appointed by him in this behalf together with the audit report thereon shall be forwarded annually to the Central Government and that Government shall cause the same to be laid before each house of Parliament.

Pension and
Provident fund

24. (1) Every Institute shall constitute for the benefit of its employees, including the Director, in such manner and subject to such conditions as may be prescribed by the Statutes, such pension insurance and provident funds as it may deem fit.
- (2) Where any such provident fund has been so constituted, the Central Government may declare that the provisions of the Provident Funds Act, 1925 shall apply to such funds as if it were a Government Provident Fund.

Appointments

25. All appointments on the staff of any Institute, except that of the Director, shall be made in accordance with procedure laid down in the Statutes, by -
- (a) The Board, if the appointment is made on the academic staff in the post of Lecturer or above or if the appointment is made on the non-academic staff in any cadre the maximum of the pay scale for which exceeds six hundred rupees per month;
- (b) by the Director, in any other case.

Statutes

26. Subject to the provisions of this Act, the Statutes may provide for all or any of the following matters, namely:
- (a) the conferment of honorary degrees;
- (b) the formation of departments of teaching;
- (c) the fees to be charges for courses of study in the Institute and for

- admission to the examinations of degrees and diplomas of the Institute;
- (d) the institutions of fellowships, scholarships, exhibitions, medals and prizes;
 - (e) the term of office and the method of appointment of officers of the Institute;
 - (f) the qualifications of teachers of the Institute;
 - (g) the classification, the method of appointment and the determination of the terms and conditions of service of, teachers and other staff of the Institute;
 - (h) the constitution of pension, insurance and provident funds for the benefit of the officers, teachers and other staff of the Institute;
 - (i) the constitution, powers and duties of the authorities of the Institute;
 - (j) the establishment and maintenance of halls and hostels;
 - (k) the conditions of residence of students of the Institute and the levying of fees for residence in the halls and hostels and of other charges;
 - (l) the manner of filling vacancies among members of the Board;
 - (m) the allowances to be paid to the Chairman and members of the Board;
 - (n) the authentication of the orders and decisions of the Board;
 - (o) the meetings of the Board, the Senate, or any Committee, the quorum at such meetings and the procedure to be followed in the conduct of their business;

Statutes
how made

(p) any other matter which by this Act is to be or may be prescribed by the Statutes.

27. (1) The first Statutes of each Institute shall be framed by the Council with the previous approval of the Visitor and a copy of the same shall be laid as soon as may be before each House of Parliament.
- (2) The Board may, from time to time, make new or additional Statutes or may amend or repeal the Statutes in the manner hereafter in this section provided.
- (3) Every new Statute or addition to the Statutes or any amendment or repeal of a Statute shall require the previous approval of the Visitor who may assent thereto or withhold assent or remit it to the Board for consideration.
- (4) A new Statute or a Statute amending or repealing an existing Statute shall have no validity unless it has been assented to by the Visitor.

Ordinances

28. Subject to the provisions of this Act and the Statutes, the Ordinances of each Institute may provide for all or any of the following matters, namely:
- (a) the admission of the students to the Institute;
- (b) the courses of study to be laid down for all degrees and diplomas of the Institute;

- (c) the conditions under which students shall be admitted to the degree or diploma courses and to the examinations of the Institute, and shall be eligible for degrees and diplomas;
- (d) the conditions of award of the fellowships, scholarships, exhibitions, medals and prizes;
- (e) the conditions and mode of appointment and duties of examining bodies, examiners and moderators;
- (f) the conduct of examinations;
- (g) the maintenance of discipline among the students of the Institute; and
- (h) any other matter which by this Act or the Statutes is to be or may be provided for by the Ordinances.

Ordinances
how made

29. (1) Save as otherwise provided in this section, Ordinances shall be made by the Senate.
- (2) All Ordinances made by the Senate shall have effect from such date as it may direct, but every ordinance so made shall be submitted, as soon as may be, to the Board and shall be considered by the Board at its next meeting.
- (3) The Board shall have power by resolution to modify or cancel any such Ordinance and such Ordinance shall from the date of such resolution stand modified accordingly or cancelled, as the case may be.

Tribunal of
Arbitration

30. (1) Any dispute arising out of contract between an Institute and any of its employees shall, at the request of the employee concerned or at the instance of the Institute, be referred to a Tribunal of Arbitration consisting of one member appointed by the Institute, one member nominated by the employee, and an umpire appointed by the Visitor.
- (2) The decision of the Tribunal shall be final and shall not be questioned in any court.
- (3) No suit or proceeding shall lie in any court in respect of matter which is required by sub-section (1) to be referred to the Tribunal of Arbitration.
- (4) The Tribunal of Arbitration shall have power to regulate its own procedure .
- (5) Nothing in any law for the time being in force relating to arbitration shall apply to arbitrations under this section.

CHAPTER III

The Council

Establishment
of Council

31. (1) With effect from such date as the Central Government may, by notification in the Official Gazette, specify in this behalf, there shall be established a central body to be called the Council.
- (2) The Council shall consist of the following members, namely:**
- (a) the Minister in charge of technical education in the Central Government, ex officio, as Chairman;

- (b) The Chairman of each Institute, ex officio;
- (c) the Director of each Institute, ex officio;
- (d) the Chairman, University Grants Commission, ex officio;
- (e) the Director-General, Council of Scientific and Industrial Research, ex officio;
- (f) the Chairman of the Council of the Indian Institute of Science, Bangalore, ex officio;
- (g) the Director of Indian Institute of Science, Bangalore, ex officio;
- (h) three persons to be nominated by the Central Government, one to represent the Ministry concerned with technical education, another to represent the Ministry of Finance, and the third to represent any other Ministry;
- (i) one person to be nominated by the All-India Council for Technical Education;
- (j) not less than three, but not more than five, persons to be nominated by the Visitor, who shall be persons having special knowledge or practical experience in respect of education, industry, science or technology;
- (k) three members of Parliament, of whom two shall be elected by the

House of People from among its members and one by the Council of States from among its members.

- (3) An officer of the Ministry of Central Government concerned with technical education shall be nominated by that Government to act as the Secretary of the Council.

Term of office, of, vacancies among, and allowances payable to, members of Council

32. (1) Save as otherwise provided in this section, the term of office of a member of the Council shall be three years from the date of his nomination or election, as the case may be.
- (2) The term of office of an ex officio member shall continue so long as he holds the office by virtue of which he is a member.
- (3) A member of the Council referred to in clause (h) of sub-section (2) of section 31 shall hold office during the pleasure of the Central Government.
- (4) The term of office of a member elected under clause (k) of sub-section (2) of section 31 shall expire as soon as he ceases to be a member of the House which elected him.
- (5) The term of office of a member nominated or elected to fill a casual vacancy shall continue for the remainder of the term of the member in whose place he has been nominated or elected.

(6) Notwithstanding anything contained in this section an outgoing member shall, unless the Central Government otherwise directs, continue in office until another person is nominated or elected as a member in his place.

(7) The members of the Council shall be paid such travelling and other allowances by the Central Government as may be determined by that Government, but no member shall be entitled to any salary by reason of this sub-section.

Functions
of Council

33. (1) It shall be the general duty of the Council to co-ordinate the activities of all the Institutes.

(2) Without prejudice to the provisions of sub-section (1) the Council shall perform the following functions, namely:

- (a) to advise on matters relating to the duration of the courses, the degrees and other academic distinctions to be conferred by the Institutes, admission standards and other academic matters;
- (b) to lay down policy regarding cadres methods of recruitment and conditions of service of employees, institution of scholarships and freeships, levying of fees and other matters of common interest;
- (c) to examine the development plans of each Institute and to approve

such of them as are considered necessary and also to indicate broadly the financial implications of such approved plans;

- (d) to examine the annual budget estimates of each Institute and to recommend to the Central Government the allocation of funds for that purpose;
- (e) to advise the Visitor, if so required, in respect of any function to be performed by him under this Act; and
- (f) to perform such other functions as are assigned to it by or under this Act.

Chairman
of Council

- 34. (1) The Chairman of the Council shall ordinarily preside at the meetings of the Council.
- (2) It shall be the duty of the Chairman of the Council to ensure that the decisions taken by the Council are implemented.
- (3) The Chairman shall exercise such other powers and perform such other duties as are assigned to him by this Act.

Power to
make rules
in respect of
matters in
this chapter

- 35. (1) The Central Government may make rules to carry out the purposes of this Chapter.
- (2) In particular and without prejudice to the generality of the foregoing power, such rules may provide for

all or any of the following matters, namely:

- (a) the manner of filling vacancies among the members of the Council;
- (b) the disqualifications for being chosen as, and for being a member of the Council;
- (c) the circumstances in which, and the authority by which, members may be removed;
- (d) the meetings of the Council and the procedure of conducting business thereat;
- (e) the travelling and other allowances payable to members of the Council; and
- (f) the functions of the Council and the manner in which such functions may be exercised.

CHAPTER IV

Miscellaneous

Acts and proceedings not to be invalidated by vacancies etc.

36. No act of the Council, or any Institute or Board or Senate or any other body set up under this Act or the Statutes, shall be invalid merely by reason of -
- (a) any vacancy in, or defect in the constitution thereof, or
 - (b) any defect in the election, nomination or appointment of a person acting as a member thereof, or
 - (c) any irregularity in its procedure not affecting the merits of the case.

Power to
remove
difficulties

37. If any difficulty arises in giving effect to the provisions of this Act, the Central Government may order published in the Official Gazette, make such provision or give such direction not inconsistent with the purposes of this Act, as appears to it to be necessary or expedient for removing the difficulty.

Transitional
provisions

38. Notwithstanding anything contained in this Act -

- (a) the Board of Governors of an Institute functioning as such immediately before the commencement of this Act shall continue to so function until a new Board is constituted for that Institute under this Act, but on the constitution of a new Board under this Act, the members of the Board holding office before such constitution shall cease to hold office;
- (b) any academic Council constituted in relation to any Institute before the commencement of this Act shall be deemed to be the Senate constituted under this Act until a Senate is constituted under this Act for that Institute;
- (c) until the first Statutes and the Ordinances are made under this Act, the Statutes and Ordinances of the Indian Institute of Technology, Kharagpur as in force immediately before the commencement of this Act

shall continue to apply to that Institute and shall, with the necessary modifications and adaptations, also apply to any other Institute, in so far as they are not inconsistent with the provisions of this Act.

Repeal and
savings.
5 of 1956

39. (1) The Indian Institute of Technology (Kharagpur) Act, 1956 is hereby repealed.
- (2) Notwithstanding such repeal, the provisions of the said Act set out in the Schedule shall continue to have effect;
- Provided that in the said provisions, the expression "this Act" means the said provisions.

THE SCHEDULE

(See Section 39)

Provisions of the Indian Institute of Technology
(Kharagpur) Act, 1956, continued in force.

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|---|--|
| Declaration of the Indian Institute of Technology (Kharagpur) as an institution of national importance | 2. Whereas the objects of the institution known as the Indian Institute of Technology at Kharagpur in the district of Midnapore in the State of West Bengal are such as to make the institution one of national importance, it is hereby declared that the institution known as the Indian Institute of Technology, Kharagpur, is an institution of national importance. |
| Definitions | 3. In this Act, unless the context otherwise requires - (b) "Board" means the Board of Governors of the Institute; (c) "Chairman" means the Chairman of the Board; (d) "Director" means the Director of the Institute; (e) "Institute" means the Institute known as the Indian Institute of Technology, Kharagpur, incorporated under this Act. |
| Incorporation | 4. (1) The first Chairman, the first Director and the first member of the Board who shall be the persons appointed in this behalf by the Central Government, by notification in the official Gazette, and all persons, who may hereafter become or be appointed as officers or members of the Board, so long as they |

continue to hold such office or membership, are hereby constituted a body corporate by the name of the Indian Institute of Technology, Kharagpur.

(2) The Institute shall have perpetual succession and a common seal, and shall sue and be sued by the said name.

Transfer of
service of
existing
employees of
the Indian
Institute of
Technology at
Kharagpur

5. (1) Subject to the provision of this Act, every person who is permanently employed in the Indian Institute of Technology at Kharagpur immediately before the commencement of this Act shall, on and from such commencement, become an employee of the Institute and shall hold his office or service therein 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 on the date of commencement of this Act if this Act had not been passed.
- (2) Notwithstanding anything contained in sub-section (1), the Institute may, with the prior approval of the Visitor, alter the terms and conditions of any employee specified in sub-section (1), and if the alteration is not acceptable to such employee, his employment may be terminated by the Institute 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 Institute of compensation equivalent to three months' remuneration.

- (3) Every person employed in the Indian Institute of Technology at Kharagpur other than any such person as is referred to in sub-section (1) shall, on and from the commencement of this Act become an employee of the Institute upon such terms and conditions as may be provided for in the Statutes, and until such provision is made, on the terms and conditions applicable to him immediately before such commencement.

ACT NO. 29 of 1963

THE INSTITUTES OF TECHNOLOGY (AMENDMENT)

ACT

An Amendment Act

to amend the Institutes of Technology Act, 1961.

Be it enacted by Parliament in the Fourteenth Year of the Republic of India as follows:

Short title
and commence-
ment

1. (1) This Act may be called the Institutes of Technology (Amendment) Act, 1963.

(2) It shall come into force on such date as the Central Government may, by notification in the Official Gazette, appoint.

Amendment of
Section 2.

2. In section 2 of the Institutes of Technology Act, 1961 (hereinafter referred to as the Principal Act), after the words "the Indian Institute of Technology, Bombay," the words "the College of Engineering and Technology, Delhi," shall be inserted.

Amendment of
Section 3.

3. In section 3 of the principal Act,-

(a) in clause (c), after sub-clause (i), the following sub-clause shall be inserted, namely:

"(ia) in relation to the society known as the College of Engineering and Technology, Delhi, the Indian Institute of Technology, Delhi;"

(b) in clause (j), after sub-clause (i), the following sub-clause shall be inserted, namely:

"(ia) the College of Engineering and Technology, Delhi;"

Amendment to Section 4.

4. In section 4 of the principal Act, after sub-section (1), the following sub-section shall be inserted, namely:

"(IA) The College of Engineering and Technology, Delhi shall, on such incorporation, be called the Indian Institute of Technology, Delhi."

Amendment of section 12.

5. In sub-section (3) of section 12 of the principal Act, for the word, brackets and letter "clause (c)", the word, brackets and letter "clause (e)" shall be, and shall be deemed always to have been substituted.

Amendment of section 38

6. In section 38 of the principal Act, in clause (b), for the words "any Academic Council constituted in relation to any Institute", the words "the Staff Committee constituted in relation to the College of Engineering and Technology, Delhi and any Academic Council constituted in relation to any other Institute" shall be substituted.

College of Engineering and Technology, Delhi to cease to be affiliated college of University of Delhi.

7. Notwithstanding anything contained in the Delhi University Act, 1922, or the Statutes made thereunder, the College of Engineering and Technology, Delhi, incorporated under this Act, shall, on the commencement of this Act, cease to be an "Affiliated College" within the meaning of clause (a) of section 2 of the Delhi University Act, 1922, except as respect things done or omitted to be done before such cessor.

8
of
1922

Director General,
Central Board of Secondary Education
New Delhi
2-6717
11-3-92

S T A T U T E S

(EFFECTIVE FROM 15TH OCTOBER 1963 VIDE
MINISTRY OF SCIENTIFIC RESEARCH AND
CULTURAL AFFAIRS, GOVT. OF INDIA,
NO. F.25-10/62-T.6, DATED 15TH OCTOBER 1963
AND CORRECTED UPTO 30-6-1972)

INDIANA INSTITUTE OF TECHNOLOGY
DELHI

S T A T U T E S

1. Definitions

- (a) 'Act' means the Institutes of Technology Act, 1961;
- (b) 'Assistant Warden' in relation to the Hall of residence of the Institute means Assistant Warden thereof;
- (c) 'Authorities', 'Officers' and 'Professors' respectively mean the authorities, officers and professors of the Institute;
- (d) 'Board' means the Board of Governors of the Institute;
- (e) 'Building and Works Committee' means the Building and Works Committee of the Institute;
- (f) 'Chairman' means the Chairman of the Board;
- (g) 'Council' means the Council of the Institute;
- (h) 'Deputy Director' means the Deputy Director of the Institute;
- (i) 'Director' means Director of the Institute;
- (j) 'Finance Committee' means the Finance Committee of the Institute;
- (k) 'Institute' means Institute known as the Indian Institute of Technology, Delhi, incorporated under the Act;
- (l) 'Ordinances' means the Ordinances of the Institute;
- (m) 'Registrar' means the Registrar of the Institute;
- (n) 'Senate' means the Senate of the Institute;
- (o) 'Warden' in relation to a Hall of residence of the Institute means a Warden thereof.

2. The Board

- (1) The bodies entitled to nominate or elect representatives on the Board shall be invited by the Registrar to do so within a reasonable time not ordinarily exceeding eight weeks from the date on which such invitations are issued by him. The same procedure shall be followed for filling casual vacancies on the Board.
- (2) The Board shall ordinarily meet four times during a calendar year.
- (3) Meetings of the Board shall be convened by the Chairman either on his own initiative or at the request of the Director or on a requisition signed by not less than three members of the Board.
- (4) Six members shall form a quorum for a meeting of the Board.

"Provided that if a meeting is adjourned for want of quorum, it shall be held on the same day in the next week, at the same time and place, or to such other day and such other time and place as the Chairman may determine, and if at such a meeting, a quorum is not present within half-an-hour from the time appointed for holding a meeting, the members present shall be a quorum;
- (5) All questions considered at the meetings of the Board shall be decided by a majority of the votes of the members present including the Chairman. If the votes be equally divided, the Chairman shall have a second or casting vote.
- (6) The Chairman, if present, shall preside at every meeting of the Board. In his absence, the members present shall elect from amongst themselves to preside at the meeting.

- (7) A written notice of every meeting shall be sent by the Registrar to every member at least three weeks before the date of the meeting. The notice shall state the place, the date and time of the meeting.
- (8) The notice may be delivered either by hand or sent by registered post at the address of each member as recorded in the office of the Board and if so sent, shall be deemed to be duly delivered at the time at which notice would be delivered in the ordinary course of post.
- (9) Agenda shall be circulated by the Registrar to the members at least ten days before the meeting.
- (10) Notices of motions for inclusion of any item on the agenda must reach the Registrar at least one week before the meeting. The Chairman may, however, permit inclusion of any item for which due notice has not been received.
- (11) The ruling of the Chairman in regard to all questions of procedure shall be final.
- (12) The minutes of the proceedings of a meeting of the Board shall be drawn up by the Registrar and circulated to all members of the Board present in India. The minutes, along with any amendment suggested, shall be placed for confirmation at the next meeting of the Board. After the minutes are confirmed and signed by the Chairman, they shall be recorded in a minute book which shall be kept open for inspection of the members of the Board and the Council at all times during office hours.
- (13) If a member of the Board fails to attend three consecutive meetings without leave of absence from the Board he shall cease to be a member of the Board.

3. Authentication of orders and Decisions of the Board.

All orders and decisions of the Board shall be authenticated by the signature of the Registrar or any other person authorised by the Board in this behalf.

4. The Senate

- (1) In addition to the persons mentioned in section 14 of the Act, the following shall be the members of the Senate, namely:-
 - (a) Heads of the Departments other than Professors;
 - (b) The Librarian of the Institute;
 - (c) One Warden by rotation in order of seniority in service as Warden, for a period of one year;
 - (d) Workshop Superintendent of the Institute;
 - (e) Not more than six other members of the staff for their special knowledge appointed by the Chairman after consultation with the Director for such period as may be specified by the Chairman.
- (2) Subject to the provisions of the Act, the Senate shall have the power to:
 - (a) frame and revise curricula and syllabi for the courses of studies for the various Departments;
 - (b) make arrangements for the conduct of examinations; appoint examiners, moderators, tabulators and the like;
 - (c) declare the results of the examinations or to appoint committees or officers to do so and to make recommendations to the Board regarding conferment or grant of degrees, diplomas and other academic distinctions or titles;
 - (d) appoint Advisory Committees or Expert Committees or both for the Departments of the Institute to

make recommendation on academic matters connected with the working of the Department, the Head of the Department concerned shall act as convenor of such Committee;

- (e) appoint Committees from amongst the members of the Senate, other teachers of the Institute and experts from outside to advise on such specific academic matters as may be referred to any such committee by the Senate;
- (f) consider the recommendations of the Advisory Committee attached to various departments and that of Expert and other Committees and take such action (including the making of recommendations to the Board) as circumstances of each case may require;
- (g) make periodical review of the activities of the departments and take appropriate action (including the making of recommendations to the Board);
- (h) supervise the working of the Library;
- (i) promote research within the Institute and require reports on such research from the persons engaged thereon;
- (j) provide for the inspection of the classes and the Halls of Residence in respect of the instructions and discipline therein and submit reports thereon to the Board;
- (k) award stipends, scholarships, medals and prizes and make other awards in accordance with the Ordinances and such other conditions as may be attached to the awards;
- (l) make recommendations to the Board with regard to
 - (i) the creation of posts on the Academic

staff and the abolition thereof and (ii) the emoluments and duties attached to such posts.

- (3) The Senate shall meet as often as is necessary but not less than four times during a calendar year.
- (4) Meetings of the Senate shall be convened by the Chairman of the Senate either on his own initiative or on a requisition signed by not less than seven members of the Senate.
- (5) One half of the total number of members of the Senate shall form a quorum for a meeting of the Senate.
- (6) The Director, if present, shall preside at every meeting of the Senate. In his absence, the Deputy Director shall preside and in the absence of both the Director and the Deputy Director, the senior-most of the Professors present shall preside at the meeting.
- (7) A written notice of every meeting, together with the agenda, shall be circulated by the Registrar to the members of the Senate at least a week before the meeting. The Chairman of the Senate may, permit inclusion of any item for which due notice could not be given.
- (8) Notwithstanding the provisions of sub-statute (7), the Director may call an emergency meeting of the Senate at short notice to consider urgent special issues.

- (9) The ruling of the Chairman of the Senate in regard to all questions of procedure shall be final.
- (10) The minutes of the proceedings of a meeting of the Senate shall be drawn up by the Registrar and circulated to all the members of the Senate present in India, provided that any such minute shall not be circulated if the Senate consider such circulation prejudicial to the interests of the Institute. The minutes, along with amendments, if any, suggested shall be placed for confirmation at the next meeting of the Senate. After the minutes are confirmed and signed by the Chairman of the Senate, they shall be recorded in a minute book which shall be kept open for inspection of the members of the Senate, the Board and the Council at all times during office hours.

5. Finance Committee

- (1) It is hereby declared that the Finance Committee, hereafter in this sub-Statute referred to as 'Committee' shall also be an authority within the meaning of Section 10 of the Act and shall consist of the following persons, namely:
- (a) the Chairman, ex officio, who shall be the Chairman of the Committee;
 - (b) two persons nominated by the Central Government;
 - (c) two persons nominated by the Board; and
 - (d) the Director.

- (2) The Committee shall perform the following functions:
 - (a) examine and scrutinise the annual budget of the Institute prepared by the Director and make recommendations to the Board;
 - (b) give its views and make its recommendations to the Board either on the initiative of the Board or of the Director, or on its own initiative of any financial question affecting the Institute.
- (3) The Committee shall meet at least once a year.
- (4) Threemembers of the Committee shall form a quorum for a meeting of the Committee.
- (5) The Chairman, if present, shall preside over the meeting of the Committee, In his absence, the members present shall elect one from amongst themselves to preside over the meeting.
- (6) The provisions in these Statutes regarding notices of the meeting, inclusion of items in the agenda and confirmation of the minutes applicable to the meetings of the Board shall, so far as may be, be followed in connection with the meeting of the Committee.
- (7) A copy of the minutes of every meeting of the Committee shall be sent to the Board.

6. Building and Works Committee

- (1) It is hereby declared that the Building and Works Committee, hereafter in this sub-Statute referred to as 'Committee', consisting of not less than five and not more than seven members as may be appointed by the Board, shall also be an authority within the meaning of section 10 of the Act.

- (2) The Committee shall perform the following functions and have the following powers:
- (a) It shall be responsible under the direction of the Board for construction of all major capital works after securing from the Board the necessary administrative approval and expenditure sanction.
 - (b) It shall have the power to give the necessary administrative approval and expenditure sanction for minor works and works pertaining to maintenance and repairs, within the grant placed at the disposal of the Institute for the purpose.
 - (c) It shall cause to be prepared estimates of cost of buildings and other capital works, minor works, repairs, maintenance and the like.
 - (d) It shall be responsible for making technical scrutiny as may be considered necessary by it.
 - (e) It shall be responsible for enlistment of suitable contractors and acceptance of tenders and shall have the power to give directions for departmental works where necessary.
 - (f) It shall have the power to settle rates not covered by tender and settle claims and disputes with contractors.
- (3) The Committee shall perform such other functions in the matter of construction of buildings and development of land for the Institute as the Board may entrust to it from time to time.
- (4) In emergent cases the Chairman of the Committee may exercise the powers of the Committee. Such cases shall be reported by him to the Committee and the Board at the next meeting of the Committee and of the Board.

- (5) The Committee shall meet as often as is necessary, but at least twice a year.
- (6) Three members shall form a quorum for a meeting of the Committee.
- (7) The provisions in these Statutes regarding notices of meeting, inclusion of items in the agenda and confirmation of the minutes applicable to the meeting of the Board shall, so far as may be, be followed in connection with the meeting of the Committee.
- (8) A copy of the minutes of every meeting of the Committee shall be sent to the Board.

7. The Chairman

- (1) The Chairman shall have the power to fix, on the recommendations of the Selection Committee, the initial pay of an incumbent at a stage higher than the minimum of the scale in respect of posts to which appointments can be made by the Board under the provisions of the Act.
- (2) The Chairman shall have the power to send members of the Staff of the Institute for training or for a course of instruction outside India subject to such terms and conditions as may be laid down by the Board from time to time.
- (3) Contract of service between the Institute and the Director shall be in writing and be expressed to be made in the name of the Institute, and every such contract shall be executed by the Chairman, but the Chairman shall not be personally liable in respect of anything under such contract.

- (4) In emergent cases the Chairman may exercise the powers of the Board and inform the Board of the action taken by him for its approval.

8. Travelling Allowances

- (1) Members of the Board and other authorities of the Institute and members of the Committees constituted under the Act or these Statutes or appointed by the Board and other authorities, other than Government employees and employees of the Institute, shall be entitled to travelling allowance and daily allowance for attending the meetings of the Authorities and their Committees as laid down by the Board from time to time.
- (2) Members of the Board and other Authorities of the Institute and the Committees who are Government employees shall receive travelling allowance and daily allowance from the source from which they draw their salaries at rates admissible to them. If so required, the Institute shall reimburse the Department/Government concerned.

Provided that the Institute may pay to the afore-said Government employees travelling allowance and daily allowance at the rates admissible to them, if they have been authorised by the appropriate Government to receive such travelling allowance and daily allowance.

9. The Director

- (1) Subject to the budget provisions made for the specific purpose, the Director shall have the power to incur expenditure in accordance with the procedure as may be laid down by the Board from time to time.

- (2) The Director shall have the power to reappropriate funds with respect to different items constituting the recurring budget upto a limit of Rs.10,000 for each item, provided that such reappropriation will not involve any liability in future years. Every such reappropriation shall, as soon as possible, be reported to the Board.
- (3) The Director shall have the power to waive recovery of over-payment upto Rs.250/- to a member of the staff whose basis pay is Rs.250 per mensem or less, not detected within twenty-four months of payment. Every such waiver shall, as soon as possible, be reported to the Board.
- (4) The Director shall have the power to write off irrecoverable losses upto Rs.1,000 and of irrecoverable value of stores lost or rendered unserviceable due to fair wear and tear upto Rs.5,000 in any individual case subject to such stipulations as may be made by the Board from time to time.
- (5) The Director shall have the power to fix, on the recommendations of the Selection Committee, the initial pay of an incumbent at a stage higher than the minimum of the scale, but not involving more than five increments, in respect of posts to which appointments can be made by him under the powers vested in him by the provisions of the Act.
- (6) The Director shall have the power to employ technicians and workmen paid from contingencies involving emoluments not exceeding Rs.7 per head per day.
- (7) The Director shall have the power to send members of the staff for training or for a course of instruction inside India subject to such terms and conditions as may be laid down by the Board from time to time.

- (8) The Director shall have the ~~power to sanction~~ remission or reduction of rents for buildings rendered wholly or partially unsuitable.
- (9) The Director shall have the power to sanction temporary allocation of any building for any purpose other than that for which it was constructed.
- (10) In exceptional cases, subject to availability of funds, the Director shall have the power to create temporary posts with the approval of the Chairman, of not more than two years' duration on approved scales of pay under report to the Board, provided that no such post, of which the Director is not the appointing authority, shall be so created.
- (11) The Director shall have the power of a Head of Department for purposes of rules in the Account Code, the Fundamental and Supplementary Rules and other rules of the Government in so far as they are applicable or may be made applicable to the conduct of the business of the Institute.
- (12) If, for any reason, the Registrar is temporarily absent for a period not exceeding one month, the Director may take over, or assign to any member of the staff of the Institute, any of the functions of the Registrar, as he deems fit. Provided that if, at any time, the temporary absence of the Registrar exceeds one month, the Board may, if it thinks fit, authorise the Director to take over or assign the function of the Registrar as aforesaid, for a period exceeding one month.
- (13) All contracts for and on behalf of the Institute, except the one between the Institute and the Director shall, when authorised by a resolution of the Board passed in that behalf, be in writing and

be expressed to be made in the name of the Institute, and every such contract shall be executed on behalf of the Institute by the Director, but the Director shall not be personally liable in respect of anything under such contract.

- (14) The Director may, during his absence from headquarters, authorise the Deputy Director or the senior-most Professor present, to sanction advances for travelling allowance, contingencies and medical treatment of the staff and sign and countersign bills on his behalf.
- (15) The Director may, at his discretion, constitute such Committees as he may consider appropriate.
- (16) In the event of the occurrence of any vacancy in the office of the Chairman by reason of his death, resignation, or otherwise or in the event of the Chairman being unable to discharge his functions owing to absence, illness or any other cause, the Director may discharge the functions assigned to the Chairman under Statute 7.

10. The Deputy Director

The Deputy Director shall assist the Director in academic and administrative work and in maintaining liaison with other institutions of higher learning and research and also with industrial undertakings and other employers.

11. Classification of the Members of the Staff of the Institute

Except in the cases of employees paid from contingencies, the members of staff of the Institute shall be classified as:

- (a) Academic - which term shall include Director,

Deputy Director, Professor, Associate Professor, Assistant Professor, Lecturer, Workshop Superintendent, Associate Lecturer, Assistant Lecturer/ Instructor, Scientific Officer, Research Assistants, Librarian, Deputy Librarian and such other academic posts as may be decided by the Board.

- (b) Technical - which term shall include Farm Superintendent, Foreman, Supervisor (Workshop), Mechanic, Farm Overseer, Horticultural Assistant, Technical Assistant, Draftsman, Physical Training Instructor and such other technical posts as may be decided by the Board.
- (c) Administrative & Others - which term shall include Registrar, Assistant Registrar, Accounts Officer, Audit Officer, Stores Officer, Estate Officer, Medical Officer, House Surgeon and other Medical Staff, Chief Store Keeper, Steward, Office Superintendent and such other administrative and other staff as may be decided by the Board.

12. Appointments

- (1) All posts at the Institute shall normally be filled by advertisement; but, the Board shall have the power to decide, on the recommendations of the Director, that a particular post be filled by invitation or by promotion from amongst the members of the staff of the Institute.
- (2) While making appointments, the appointing authority shall take into consideration the claims of the members of the scheduled castes and scheduled tribes consistently with the maintenance of efficiency of administration and the teaching at the Institute.

(3) Selection Committees for filling up of posts under the Institute (other than the posts on contract basis) by advertisement or by promotion from amongst the members of staff of the Institute shall be constituted in the manner laid down below, namely:

(a) In the case of posts of Deputy Director and Professor, the Selection Committee shall consist of:

- | | | |
|-------|---|----------|
| (i) | Director | Chairman |
| (ii) | One nominee of the Visitor | Member |
| (iii) | Two nominees of the Board, one being an expert, but other than a member of the Board | Members |
| (iv) | One expert nominated by the Senate other than a member of the Senate | Member |

(b) In the case of posts of Assistant Professor, Senior Scientific Officer and Lecturer, the Selection Committee shall consist of:

- | | | |
|-------|---|----------|
| (i) | Director | Chairman |
| (ii) | Two nominees of the Board, one being an expert, but other than a member of the Board | Members |
| (iii) | One expert nominated by the Senate | Member |

and

- | | | |
|------|---|--------|
| (iv) | Head of the Department concerned, if the post for which selection is made is lower in status than that occupied by the Head of the Department. | Member |
|------|---|--------|

- (c) In the case of posts of Librarian and Workshop Superintendent, the Selection Committee shall consist of:
- | | | |
|-------|--|----------|
| (i) | Director | Chairman |
| (ii) | Two nominees of the Board, one being an expert, but other than a member of the Board | Members |
| (iii) | One expert nominated by the Senate | Member |
- (d) In the case of posts of Registrar, Assistant Registrar, Accounts Officer, Audit Officer, Stores Officer, Estate Officer and Medical Officer, the Selection Committee shall consist of:
- | | | |
|-------|---|----------|
| (i) | Director | Chairman |
| (ii) | Deputy Director | Member |
| (iii) | Two nominees of the Board | Members |
| (iv) | Registrar, except for the post of Registrar | Member |
- (e) In the case of other posts not covered by categories (a), (b), (c) or (d) and carrying a scale of pay the maximum of which exceeds Rs.600 per mensem, the Selection Committee shall consist of:
- | | | |
|-------|---|----------|
| (i) | Director or his nominee | Chairman |
| (ii) | A nominee of the Board | Member |
| (iii) | Head of the Department concerned or Registrar, as the case may be | Member |
| (iv) | An expert from the staff of the Institute nominated by the Director | Member |
- (f) In the case of all other posts, the Director, ^{may} at his discretion, constitute such Selection Committees as may be considered appropriate by him.
- (4) In the absence of the Director, any member of the staff of the Institute, who is appointed to perform

the current duties of the Director, shall be the Chairman of the Selection Committees in the place of the Director.

- (5) In the absence of the Deputy Director, the Director may nominate any member of the staff of the Institute to work on the Selection Committees in his place.
- (6) Where a post is to be filled on contract basis or by invitation, the Chairman may, at his discretion, constitute such ad hoc Selection Committees, as circumstances of each case may require.
- (7) Where a post is to be filled by promotion from amongst the members of the Institute or temporarily for a period not exceeding twelve months, the Board shall lay down the procedure to be followed.
- (8) Notwithstanding anything contained in these Statutes, the Board shall have the power to make appointments of persons trained under "approved" programmes in such manner as it may deem appropriate. The Board will maintain a schedule of such "approved" programmes.
- (9) If the post is to be filled by advertisement, the terms and conditions of the post shall be advertised by the Registrar and all applications received within the date specified in the advertisement shall be considered by the Selection Committee.

Provided that the Selection Committee may, for sufficient reasons, consider any application received after the date so specified.

- (10) The Selection Committee shall examine the credentials of all persons who have applied and may also consider other suitable names suggested, if any, by a member of the Selection Committee or brought otherwise to the notice of the Committee. The Selection Committee may interview any of the

candidates, as it thinks fit and shall, at the discretion of its Chairman, cause a written test or tests to be held for all or some of the candidates as the Chairman may think fit, and shall make its recommendations to the Board or the Director, as the case may be, the names of the selected candidates being arranged in order of merit.

- (11) No act or proceeding of any Selection Committee shall be called in question on the ground merely of the absence of any member or members of the Selection Committee.

Provided that, if any meeting of the Selection Committee is found necessary, the Registrar shall give notice of the meeting to the members of the Committee at least a fortnight before the date of the meeting.

- (12) Unless otherwise provided for under these Statutes, a Selection Committee constituted for the purpose of making recommendations for appointment to a post shall be eligible to exercise its functions in relation to that post until the time the appointment is made.
- (13) A candidate applying for a post under the Institute shall be charged application fees at the rates detailed below:
- | | |
|--|----------|
| (a) Post carrying a scale of pay, the initial salary of which is less than Rs.210 per mensem | Rs. 1 00 |
| (b) Post carrying a scale of pay the initial salary of which is Rs.210 or over but less than Rs.400 per mensem | Rs. 3 00 |
| (c) Post carrying a scale of pay, the initial salary of which is Rs.400 or over per mensem | Rs. 7 50 |

Provided that the candidates belonging to scheduled castes and scheduled tribes and displaced persons may be granted such concessions in the payment of application fees as may be decided by the Board from time to time.

- (14) Candidates selected for interview for a post under the Institute may be paid such travelling allowances as may be determined by the Board from time to time in this behalf.
- (15) All appointments made at the Institute shall be reported to the Board at its next meeting.

13. Terms and conditions of service of Permanent Employees

Permanent employees of the Institute shall be governed by the following terms and conditions:

- (1) Every appointment shall be subject to the conditions that the appointee is certified as being in sound health and physically fit for service in India by a medical authority nominated by the Board.

Provided that the Board may, for sufficient reasons, relax the medical requirements in any particular case or class of cases, subject to such conditions, if any, as may be laid down by the Board.

- (2) Subject to the provisions of the Act and the Statutes, all appointments to posts under the Institute shall ordinarily be made on probation for a period of one year after which period the appointee, if confirmed, shall continue to hold his office subject to the provisions of the Act and the Statutes, till the close of the academic session in which he attains the age of sixty years.

Provided that in exceptional cases, the Council in the case of Director and the Board in the case of academic staff, may, with prior approval of the Visitor, grant extension of service to, or re-employ any member of academic staff for a period upto 3 years in the first instance and upto 2 years thereafter and in no case exceeding the end of academic session in which he attains the age of 65 years.

(3) The appointing authority shall have the power to extend the period of probation of any employee of the Institute for such periods as may be found necessary, provided that if, after the period of probation, the official is not confirmed, and, his probation is also not formally extended, he shall be deemed to have continued on a temporary basis and that his services may then be terminable on a month's notice or on payment of a month's salary in lieu thereof.

(a) Every graduate engineer appointed at the Institute on or after 1st July, 1969 shall, if so required, be liable to serve in India or abroad in any defence services or post connected with the defence of India for a period of not less than four years including the period spent on training, if any.

Provided that such person -

(i) shall not be required to serve as aforesaid after the expiry of ten years from the date of such appointment, and

(ii) shall not ordinarily be required to serve as aforesaid after attaining the age of forty years.

- (4) An employee of the Institute shall devote his whole time to the service of the Institute and shall not engage, directly or indirectly, in any trade or business or any other work which may interfere with the proper discharge of his duties, but the prohibition herein contained shall not apply to academic work and consultative practice undertaken with the prior permission of the Director, which may be given subject to such conditions as regards the acceptance of remuneration as may be laid down by the Board.
- (5) The appointing authority shall have the power to terminate the services of any member of the staff without notice and without any cause assigned during the period of probation.
- (6) The appointing authority shall have the power to terminate the services of any member of the staff by three months' notice or on payment of three months' salary in lieu thereof, if, on medical grounds, certified by the medical authority nominated by the Board, his retention in service is considered undesirable by such appointing authority.
- (7) The Board shall have the power to terminate the services of any member of the staff on grounds of retrenchment or economy by giving to the persons concerned six months' notice in writing or on payment of six months' salary in lieu thereof.
- (8) An employee of the Institute may terminate his engagement by giving the appointing authority six months' notice, provided that the appointing authority may for sufficient reasons, either reduce this period or call upon the employee concerned to continue till the end of the academic session in which the notice is received.

- (9) The Director may place a member of the staff appointed at the Institute under suspension -
- (a) where a disciplinary proceeding against him is contemplated or is pending, or
 - (b) where a case against him in respect of any criminal offence is under investigation or trial.

During the first year of suspension, the member of the staff concerned shall be entitled to the subsistence allowance at an amount equal to the leave salary which he would have drawn if he had been on leave on half average pay and any period subsequent thereto at ~~three quarters of~~ such an amount. In addition, he may be granted ~~any allowances~~ of which he was in receipt on the date of suspension to such extent and subject to such conditions as the Director may specify.

The following penalties may, for good and sufficient reasons, and as hereinafter provided, be imposed on any member of the staff:

- (i) censure;
- (ii) withholding of increments or promotion;
- (iii) recovery from the whole or part of any pecuniary loss caused to the Institute by negligence or breach of orders;
- (iv) reduction to lower service, grade or post or to a lower time-scale, or to a lower stage in a time-scale;
- (v) compulsory retirement;
- (vi) removal from service which shall not be a disqualification for future employment under the Institute;

(vii) dismissal from service which shall ordinarily be a disqualification for future employment in the Institute.

No order imposing on any member of the staff any of the penalties specified at (iv) to (vii) above shall be passed by any authority subordinate to that by which he was appointed and except after an enquiry has been held and the member of the staff has been given reasonable opportunity of showing cause of the action proposed to be taken in regard to him.

No order imposing on any member of the staff any of the penalties specified at (i) to (iii) above shall be passed by any authority subordinate to that by which he was appointed and unless the member of the staff concerned has been given an opportunity to make a representation to the Appointing Authority.

Notwithstanding the above provisions, it shall not be necessary to follow the procedure mentioned above in the following cases:

- (a) where an employee is dismissed or removed or reduced in rank on the ground of conduct which has led to his conviction on a criminal charge;
- (b) where the authority empowered to dismiss or remove the person or to reduce him in rank is satisfied that, for some reason to be recorded by that authority in writing, it is not reasonably practicable to give that person an opportunity of showing cause; or
- (c) where the Visitor is satisfied that, in the interest of the security of the State, it is not expedient to give that person such an opportunity.

~~If any question arises whether it is reasonably practicable to give any person an opportunity of showing~~

cause under clause (b) above, the decision thereon of the authority empowered to dismiss or remove such person or to reduce him in rank, as the case may be, shall be final.

- (10) A member of the staff aggrieved by any order imposing penalty passed by the Director against him shall be entitled to prefer an appeal to the Board against the order and there shall be no further appeal from the decision of the Board and a member of the staff aggrieved by any order passed by the Board against him inflicting a penalty on him shall be entitled to prefer an appeal to the Visitor against the order.

No appeal under this sub-Statute shall be entertained, unless it is submitted within a period of three months from the date on which the appellant receives a copy of the order appealed against, provided that the Appellate Authority may entertain the appeal after the expiry of the said period, if it is satisfied that the appellant has sufficient cause for not submitting the appeal in time.

- (11) The authority to whom an appeal against an order imposing penalty lies under sub-Statute (10) may, of its own motion or otherwise, call for the records of the case in a disciplinary proceeding, review any order passed in such a case and pass such orders as it deems fit as if the member of the staff concerned had preferred an appeal against such order.

Provided that no action under this sub-statute shall be initiated more than six months after the date of the order to be reviewed.

- (12) Notwithstanding anything contained in this Statute, the Visitor may, on his own motion or otherwise,

after calling for the records of the case, review any order which is made under this Statute or is appealable thereunder, and -

- (a) confirm, modify or set aside the order;
- (b) impose any penalty or set aside, reduce, confirm or enhance the penalty imposed by the order;
- (c) remit the case to the authority which made the order or to any other authority directing such further action or enquiry as he considers proper in the circumstances of the case; or
- (d) pass such other orders as he deems fit.

Provided that -

- (i) an order imposing or enhancing a penalty shall not be passed unless the person concerned has been given an opportunity of making any representation which he may wish to make against such enhanced penalty;
- (ii) if the Visitor proposes to impose any of the penalties specified in clause (iv) to (vii) of sub-statute (9) in a case where proper enquiry has not been held and thereafter, on consideration of the proceedings of such enquiry and after giving the member of the staff concerned an opportunity of making any representation which he may wish to make against such penalty, pass such orders as he deems fit.

(13) The decision of the Appellate Authority under sub-statute (10) or (11) shall, subject to the provisions of sub-statute (12), be final.

- (14) (i) When a member of the staff of the Institute who has been dismissed, removed or suspended is reinstated, the authority competent to order the reinstatement shall consider and make a specific order:
- (a) regarding the pay and allowances to be paid to the member of the staff of the Institute for the period of his absence from duty; and
 - (b) whether or not the said period shall be treated as a period spent on duty.
- (ii) Where such competent authority holds that the member of the staff of the Institute has been fully exonerated, or in the case of suspension, that it was wholly unjustified, the member of the staff of the Institute shall be given the full pay to which he would have been entitled had he not been dismissed, removed or suspended, as the case may be, together with any allowance of which he was in receipt prior to his dismissal, removal or suspension.
- (iii) In other cases, the member of the staff of the Institute shall be given such proportion of such pay and allowances as such competent authority may prescribe.
- Provided that the payment of allowance under clause (ii) or clause (iii) shall be subject to all other conditions under which such allowances are admissible.
- (iv) In cases falling under clause (ii) the period of absence from duty shall be treated as a period spent on duty for all purposes.

- (14) In cases falling under clause (iii) the period of absence from duty shall not be treated as a period spent on duty, unless such competent authority specifically directs that it shall be so treated for any specified purpose.
- (15) The employees of the Institute shall be entitled to travelling and daily allowances according to the scales laid down by the Board from time to time.
- (16) The employees of the Institute shall be entitled to reimbursement of medical expenses incurred on themselves and their families as set out in Schedule 'A'.
- (17) The employees of the Institute shall be governed by the Conduct Rules as laid down in Schedule 'B'.
- (18) It shall be for the Council to decide as to the class of employees of the Institute who shall be entitled to vacation.

14. Terms and conditions of service of temporary employees

- (i) The Service of a temporary employee shall be liable to termination at any time by notice in writing given either by the employee to the appointing authority, or by the appointing authority to the employee. The period of such notice shall be one month, unless otherwise agreed to by the Institute and the employee.
- (ii) The other terms and conditions of service of such employee shall be such as may be specified by the appointing authority in his letter of appointment.

15. Appointment on Contracts

- (1) Notwithstanding anything contained in these Statutes, the Board may, in special circumstances, appoint

and eminent person on contract for a period not exceeding five years, with a provision of renewal for further period, provided that every such appointment and the terms thereof shall be subject to the prior approval of the Visitor.

- (2) Subject to the provisions contained in the Act, the Board may appoint any person on contract in the prescribed scales of pay and on the terms and conditions applicable to the relevant post for a period not exceeding five years with a provision of renewal for further period. For making such appointments, the Chairman may, at his discretion, constitute such ad hoc selection committees, as the circumstances of each case may require.
- (3) Notwithstanding anything contained in these Statutes, the Council may appoint an eminent person as Director on contract for a period not exceeding five years, with a provision for renewal for further periods provided that every such appointment and terms thereof shall be subject to the prior approval of the Visitor.

16. Contributory Provident Fund

- (1) A Compulsory Contributory Provident Fund shall be constituted, maintained and administered for the employees of the Institute in accordance with the provisions set out in Schedule 'C'. All accumulations of the subscribers in the Contributory Provident Fund, maintained for the benefit of the employees of the Institute immediately before the commencement of these Statutes, shall stand transferred to the Compulsory Provident Fund

constituted under the Statute and shall be credited to the accounts of the employees entitled thereto in the Fund so constituted. A subscriber shall contribute to the Fund so constituted an amount not less than 8-1/3% of his emoluments but the contribution of the Institute to the said Fund shall be limited to 8-1/3% of the emoluments of the subscriber.

- (2) Subject to the provisions contained in Schedule 'C', all permanent employees of the Institute who are appointed or re-appointed before 1st January 1971 and who have not otherwise exercised an option to join the CPF-cum-Gratuity scheme referred to in Statute 16A or the GPF-cum-Pension-cum-Gratuity scheme referred to in Statute 16B, shall join the Contributory Provident Fund.
- (3) No employee of the Institute shall be entitled to the benefits of the Contributory Provident Fund whose services in the Institute entitle him to a pension and gratuity, or on whose account the Institute contributes towards pension, or who has been appointed by the Institute on a consolidated salary or on special terms which exclude the benefits of the Provident Fund.
- 4) ~~Save as otherwise provided in Statute 16A or Statute 16B~~ in the case of an employee leaving the Institute to join any of the other Institutes incorporated under the Act, or the Indian Institute of Technology (Kharagpur) Act, 1956, his accumulation in the Contributory Provident Fund shall be transferred to the Institute he joins.

16A Contributory Provident Fund-cum-Gratuity Scheme

- (1) Every employee of the Institute -
- (i) who is referred to in clause (2) of Statute 16, or
 - (ii) who holds an appointment on a temporary basis but is subscribing or is required to subscribe to the Contributory Provident Fund in terms of sub-paragraph (2A) of Schedule 'C', or
 - (iii) who may be appointed either for the first time or re-appointed on or after the 1st January 1971, may exercise option to join the Contributory Provident Fund-cum-Gratuity Scheme sponsored by the Institute for the benefit of its employee:

Provided that no such option shall be exercised by an employee who has been appointed by the Institute on a consolidated salary or on special terms which exclude the benefits of the Contributory Provident Fund or who has exercised an option for the General Provident Fund-cum-Pension-cum-Gratuity Scheme referred to in Statute 16B.

- (2) Any such option shall be exercised in Form I prescribed for the purpose in Appendix I to Schedule 'E' -
- (i) In case of an employee referred to in sub-clause (i) (other than a permanent employee appointed or re-appointed prior to 1st April 1962) or sub-clause (ii) within a period of three months from the 1st January 1971;

- (ia) In case of an employee appointed or re-appointed before the 1st April 1962, within a period of three months from the 1st December 1971, and,
 - (ii) in case of an employee referred to in sub-clause (iii), within a period of three months from the date of completion of one year's temporary continuous service or confirmation whichever is earlier;
- and any such option once exercised shall be final.
- (3) On receipt of such option from any of the employees referred to in sub-clause (i) or (ii) all accumulations of any such employee in the Contributory Provident Fund maintained for the benefit of the employees of the Institute immediately before such option was exercised shall stand transferred to the new Contributory Provident Fund less one-third per cent of the contribution of the Institute, together with interest thereon which shall revert to the Institute and be credited to its fund.
 - (4) Any such employee shall contribute to the fund so constituted an amount not less than eight and one-third per cent of his emoluments but the contribution of the Institute to the said fund shall be restricted to eight per cent of his emoluments.
 - (5) Any such employee shall, in addition, be also entitled to gratuity, equal to one-fourth of his emoluments for each completed six-monthly

period of service subject to a maximum of fifteen times the emoluments or rupees twenty-four thousand whichever is less.

- (6) Any such employee leaving the Institute to join any of the other Institute incorporated under the Act shall join the corresponding Scheme of the new Institute and all his accumulations in the fund shall be transferred to the corresponding fund of the new Institute.
- (7) The liability of total gratuity ultimately payable to any such employee shall be distributed between the Institutes in proportion to the length of qualifying service at each Institute.
- (8) Save as otherwise provided in this Statute, in all other respects the provisions as contained in the Schedule 'E' to these Statutes shall be applicable for the purposes of this Scheme.

16B. General Provident Fund-cum-Pension-cum-Gratuity Scheme

- (1) Every employee of the Institute -
 - (i) who is referred to in clause (2) of Statute 16, or
 - (ii) who holds an appointment on a temporary basis but is subscribing or is required to subscribe to the Contributory Provident Fund in terms of sub-paragraph (2A) of Schedule 'C', or
 - (iii) who may be appointed either for the first time or re-appointed on or after the 1st January 1971, or

(iv) who was earlier employed in the Delhi Polytechnic prior to his transfer to the Indian Institute of Technology, Delhi and who had opted to be governed by the rules in that behalf applicable to the Central Government employees;

may exercise an option to join the General Provident Fund-cum-Pension-cum-Gratuity Scheme, sponsored by the Institute for the benefit of its employees:

Provided that no such option shall be exercised by an employee who has been appointed by the Institute on a consolidated salary or on special terms which exclude the benefits of the Contributory Provident Fund Scheme or who has exercised an option for the Contributory Provident Fund-cum-Gratuity Scheme referred to in Statute 16A:

*For
Kharagpur/
Delhi only

Provided further that if an employee referred to in sub-clause (*iv) fails to exercise an option within the specified period in favour of the General Provident Fund-cum-Pension-cum-Gratuity Scheme referred to in this Statute shall be deemed to have exercised his option for the Scheme.

(2) Any such option shall be exercised in Form I prescribed for the purpose in Appendix I to Schedule F, -

(i) in case of an employee referred to in sub-clause (i) (other than a permanent employee appointed or re-appointed prior to 1st April 1962) or sub-clause (ii), within a period of three months from the 1st January 1971;

- (ia) in case of an employee appointed or re-appointed before the 1st April 1962, within a period of three months from the 1st December 1971, and,
- (ii) in the case of an employee referred to in sub-clause (iii), within a period of three months from the date of completion of one year's temporary service or confirmation whichever is earlier;
- and any such option once exercised shall be final.

(3) On receipt of such option from any of the employees referred to in sub-clause (i) or (iii), the amount of the contribution of the Institute with interest thereon standing to the credit of the employee in the Contributory Provident Fund shall revert to the Institute and be credited to its fund and the amount of the employee's own contribution to the Contributory Provident Fund after adjustment of advances, if any, taken from the said fund, shall, together with interest thereon, be maintained as his contribution to General Provident Fund to be opened by the Institute for the purpose.

(4) A permanent employee or an employee referred to in sub-clause (i) of clause (1) who has retired or retires with the Contributory Provident Fund benefits or after the 1st April, 1970, but before the 1st January, 1971 shall be granted the benefit of the General Provident Fund-cum-Pension-

cum-Gratuity Scheme, if he exercises an option in Form II prescribed for the purpose in Appendix I to Schedule F within three months from the 1st January, 1971, the contribution of the Institute to his Provident Fund together with interest thereon, if already paid, being adjusted against the Death-cum-Retirement Gratuity admissible to him under the said Scheme and the balance, if any, being refunded to the Institute in cash.

(5) Any such employee shall, in addition, be also entitled to gratuity, equal to one-fourth of his emoluments for each completed six-monthly period of service subject to a maximum of fifteen times emoluments or rupees twentyfour thousand whichever is less.

(6) Any such employee leaving the Institute to join any of the other Institute incorporated under the Act shall join the corresponding Scheme of the new Institute and his accumulations in the fund shall be transferred to the corresponding fund of the new Institute.

(7) The liability of total gratuity and pension ultimately payable to such an employee shall be distributed between the Institute in proportion to the length of qualifying service at each Institute.

(8) Save as otherwise provided in the Statute in all other respects the provisions as contained in Schedule F to these Statutes shall be applicable for the purpose of this Scheme:

- - Provided that as respects payment towards policies of life insurance from subscriptions to the General Provident Fund, the provisions in this behalf contained in Schedule E shall be applicable.

17. Vacation and Leave

- (1) Employees of the Institute shall be entitled to vacation and leave as laid down in Schedule 'D'.
- (2) The amount of accumulated leave at the credit of a member of the staff in the service of the Institute immediately before the 1st April, 1962 shall become available to him after the date subject to the prescribed limit of leave.
- (3) When an employee joins the Institute from any of the other Institutes incorporated under the Act, or the Indian Institute of Technology (Kharagpur) Act, 1956, the leave to his credit on the date immediately before the date of such joining shall be carried forward and credited to his leave account in the Institute which he joins subject to the prescribed limit of accumulation of leave.

18. Residential Accommodation for Staff

- (1) Every employee of the Institute may be allotted an unfurnished house within the campus of the Institute for residential use, if available, in which he shall be required to reside, subject to such conditions as may be laid down by the Board.
- (2) (a) An employee of the Institute who has been allotted house for residential use, shall be charged licence fee at the rate of ten per cent of his total emoluments or six percent per annum of the capital cost (including municipal charges) of the house occupied by him, whichever is less:

Provided that in respect of an employee who draws pay in the revised scale of pay, and

whose emoluments are below Rs.220/- per mensem, the licence fee shall be recovered at the rate of seven and a half percent of his total emoluments or six percent per annum of the capital cost (including municipal charges) of the house occupied by him, whichever is less:

Provided further that in respect of an employee whose total emoluments are not less than Rs.220/- per mensem in the revised scale of pay, the net emoluments after deduction of licence fee shall not be less than Rs.202.55.

(b) In addition to the licence fee, charges for water, electricity and any other service rendered shall be recovered from an employee at such rates as may be determined by the Director from time to time and in the case of Director, by the Board.

(3) The Board may, allot furnished or unfurnished accommodation without levying any licence fee or levying such fee at concessional rates to any category of staff, if it considers it necessary to do so in the interest of the Institute.

Explanation: For the purpose of this Statute the expression "allot" means to grant a licence to an employee of the Institute to occupy a house or a portion thereof, owned or leased by the Institute, for use by him as residence.

19. Departments

The Institute shall have the following Departments:

- (a) Applied Mechanics
- (b) Chemical Engineering

- (c) Chemistry
- (d) Civil Engineering
- (e) Electrical Engineering
- (f) Humanities and Social Sciences
- (g) Mathematics
- (h) Mechanical Engineering
- (i) Physics
- (j) Textile Technology

20. Head of a Department

- (1) Each Department of the Institute shall be placed in charge of a Head who shall be selected by the Director from among the Professor, Associate Professors and Assistant Professors.

Provided that when in the opinion of the Director the situation so demands, the Director may himself take temporary charge of a Department or place it under the charge of the Deputy Director or a Professor from another Department for a period not exceeding six months.

- (2) The Head of a Department shall be responsible for the entire working of the Department, subject to the general control of the Director.
- (3) It shall be the duty of the Head of the Department to see that the decisions of the authorities of the Institute and of the Director are faithfully carried out. He shall perform such other duties as may be assigned to him by the Director.

21. Institution of Fellowships, Scholarships, Exhibitions, Medals and Prizes.

The following fellowships, scholarships, free studentships, exhibitions, medals and prizes shall be instituted by the Institute:

(1) Scholarships of the value of Rs.75/- per mensem each will be awarded to 25% of the students admitted to the under-graduate courses and post-graduate courses in Science leading to Master's degree in accordance with the provisions made in the Ordinances in this behalf.

(2) (a) All scholarships awarded by the Institute in the under-graduate courses and post-graduate courses in Science leading to Master's degree shall carry the privilege of free tuition.

(b) A further 10% of the total number of students admitted to the under-graduate courses and post-graduate courses in Science leading to Master's degree will be awarded free student-ship on consideration of means alone.

The awards shall be made in accordance with the provisions made in the Ordinances in this behalf.

(3) Post-graduate scholarships of the value of Rs.250/- per mensem will be awarded to all students admitted to the post-graduate courses in Engineering and Technology at the Institute.

The Scholarships will be subject to such conditions as may be laid down in the Ordinances.

(4) Practical Training Stipend of the value of Rs.150/- per mensem each will be awarded by the Institute with effect from 1st August, 1965 to graduates who have been previously in receipt of the Institute scholarship in the final year class. The stipends will be tenable for a period of one year and shall be subject to such conditions as may be laid down in the Ordinances.

(5) Research Scholarships of the value mentioned below will be awarded to all research scholars admitted to the Institute:

- (a) Research workers in Engineering and Technological subjects, provided the scholars have successfully completed a Master's degree in Engineering/Technology of two years' duration or have spent 2 years in study/research approved by the Institute after obtaining a Bachelor's degree in Engineering/Technology and have been registered by the Institute for Ph.D. degree. Rs. 400
per mensem
- (b) (i) Research workers in Science and other subjects, provided the scholars have had a Master's degree in the appropriate field. Rs. 300
per mensem
- (ii) Research workers in Engineering and Technological subjects, provided the scholars have had a Bachelor's degree in Engineering/Technology. Rs. 300
per mensem

The scholarships will be tenable for the duration of research, subject to such conditions as may be laid down in the Ordinances.

(6) Post-doctoral Fellowship of the value of Rs. 500/- p.m. shall be awarded to research fellows for the duration of their work at the Institute.

The award shall be made in accordance with the provisions made in the Ordinances and shall be subject to such conditions as may be laid down therein.

(7) The Board may, on the recommendations of the Senate, Institute such exhibition, medals and prizes as it considers desirable. The awards shall be made in accordance with the provision made in this behalf.

22. Fees

(1) The following shall be the fees charged by the Institute:

- (a) Registration fee for under-graduate courses only payable in advance as application fee Rs.15
- (b) Admission fee for under-graduate courses and post-graduate courses payable at the time of admission Rs.10
- (c) (i) Tuition fee for under-graduate courses and post-graduate courses in Science leading to Bachelor's degree payable in eight equal instalments Rs.200 per annum
- (ii) Tuition fee for post-graduate courses in Engineering and Technology payable in eight equal instalments Rs.300 per annum
- (iii) Tuition fee for working for Ph.D. payable in eight equal instalments by the Research workers Rs.300 per annum
- The Institute staff members registered for the course being exempted from payment of the fee.
- (d) (i) Seat Rent inclusive of electricity and water in Halls of Residence Rs.100 payable in eight equal instalments per annum

- (ii) Seat Rent inclusive of electricity and water charges in the Post-graduate Hostel payable in eight equal instalments. Rs.180 per annum
- (e) (i) Medical Examination fee Rs.2 per annum
(ii) Gymkhana fee Rs.20 per annum
(iii) Medical Fund payable at the time of admission and, in the case of students already in the Institute, along with the first instalment of the tuition fees. Rs.5 per annum
- (f) Examination fee for the Master's degree/Post-graduate Diploma Course Rs.100
~~Higher Degree~~ Rs.200
- (g) Fee for the Diplomas, if awarded in absentia -
for all students, Scholars and fellows Rs.10
- (h) Fee for Grade Card Rs. 5
- (i) Registration fee for Ph.D. Degree Rs. 5
- (j) (i) Registration fee for Post-graduate courses payable in advance as application fee Rs. 5
(ii) Registration fee for Research Scholars and Post-Doctorate Fellows payable at the time of admission Rs. 5
- (k) Fee for issue of Migration Certificate Rs.5
- (l) Fee for issue of crossed list Rs.5

| | |
|---|---------------------------|
| (m) Fee for re-checking of answer books for the Institute Examination per paper | Rs. 5 |
| (n) Fee for issue of duplicate Grade Card | Rs. 3 |
| (o) Fee for issue of a duplicate Diploma | Rs. 10 |
| (p) Fee for issue of a duplicate migration certificate | Rs. 3 |
| (q) Fee for issue of a duplicate cross list | Rs. 2 |
| (r) Caution Money: | |
| (i) For under-graduate and Post-graduate students payable in advance | Rs. 25 |
| (ii) For Research Scholars and Post-Doctorate Fellows in advance | Rs. 100 |
| (s) for courses not provided above | as laid down by the Board |

The

The recovery of Caution Money Deposit from Research Scholars and Fellows may be waived by the Director in special cases, subject to the production of surety from a responsible permanent employee of the Institute or Government.

The Caution Money is refundable to students, scholars and fellows after deduction of relevant dues, if any, within four years of their leaving the

Institute; If no claim for refund is received within the period, the Caution Money shall be credited to the Institute Fund. The Director may, for sufficient reasons, investigate and entertain claims for refund of Caution Money after the expiry of this period.

- (2) If a student, scholar or fellow fails to deposit his dues by the dates notified, he will be liable to pay a delay fine of Rs.1 provided he clears his dues before the end of the month in which the dues were payable and a fine of Rs.3 if he clears the dues by the 15th of the following month. If he does not pay his dues by this date, his name shall be liable to be struck off the roll. The Director may, for sufficient reasons, re-admit any student, scholar or fellow whose name has been so struck off the roll on payment of arrear dues together with a fine of Rs.3 and a re-admission fee of Rs.5, provided that such re-admission is requested before the end of the month in which his name has been struck off.

The Director may waive the recovery of delay fines and re-admission fees in deserving cases. He may also delegated this authority to the Registrar and prescribe such condition as he may consider necessary for the purpose.

- (3) All fees and deposits are required to be paid in cash, by crossed Postal Order, by crossed Bank Drafts or by crossed Cheques on the State Bank of India. Dues of the Institute may also be paid by Money order, the date of remittance being regarded as the date of payment.

23. Halls and Hostels

- (1) The Institute shall be a residential institution and all students, research scholars and research fellows shall reside in the Halls of Residence and Hostels built by the Institute for the purpose.

In exceptional cases, the Director may permit a student, scholar or fellow to reside with his parent or guardian, but where any such permission is accorded to a student, scholar or fellow, such student, scholar or fellow, as the case may be, shall be liable for the payment of such seat rent as he would have been liable for the payment of seat rent had he resided in the Hostel.

- (2) Every resident in the Halls and Hostels shall conform to the rules laid down by the Senate for the purpose.
- (3) For each Hall of Residence there shall be a Warden and such number of Assistant Wardens and other staff as may be determined by the Board from time to time.
- (4) The offices of Warden and Assistant Warden shall be held by the members of the Academic staff of the Institute. The appointments shall be made by the Director.
- (5) Wardens and Assistant Wardens shall be entitled to rent-free unfurnished quarters corresponding to the type of quarters to which they are normally entitled as teachers of the Institute. In addition, they shall be paid an allowance of Rs.50 per mensem, provided that in case a Professor is appointed as Warden, he shall not be entitled to receive any allowance.

- (6) The management of the Halls of Residence and Hostels shall be in accordance with the rules laid down by the Director.

24. Conferment of Honorary Degrees

All proposals for the conferment of honorary degrees shall be made by the Senate and shall require the assent of the Board before submission to the Visitor for confirmation. Provided that in cases of urgency, the Chairman may submit on behalf of the Board, such proposal to the Visitor.

SCHEDULE AINDIAN INSTITUTE OF TECHNOLOGY, DELHI

Medical Attendance and Treatment including reimbursement of Medical Expenses incurred by the members of the staff on themselves and their families.

(See Statute 13 (16))

1. The provisions contained in this Schedule shall apply to all the employees of the Institute but they shall not apply to:
 - (a) those members of the staff who are on leave or deputation abroad,
 - (b) retired members of the staff, and
 - (c) Work-charged staff who have not put in continuous service of one year and are not employed on monthly rates of pay, staff paid from contingencies, daily labourers and part-time employees.

2. For purposes of reimbursement of medical expenses, members of the staff shall be grouped as under:
 - (1) Those holding posts carrying a scale of pay, the initial salary of which is Rs.400 p.m. or above except the Secretary to the Director and Superintendents of Sections Group A

 - (2) The Secretary to the Director, the Superintendents of Sections and all those holding posts carrying a scale of pay, the initial salary of which is Rs. 110 p.m. or above but less than Rs.400 p.m. Group B

- (3) Those holding posts carrying a scale of pay, the initial salary of which is less than Rs. 110 p.m. Group C

In this Schedule unless there is anything repugnant in the subject or context -

(a) "Authorised Medical Attendant" means -

- (1) In respect of members of the Institute belonging to Group A Medical Adviser of the Institute and in his absence the Medical Officer of the Institute.
- (2) In respect of members of the Institute belonging to Group B
- (3) In respect of members of the Institute belonging to Group C Medical Officer of the Institute
- (4) In respect of members of the Institute on duty or on leave in India (Outside headquarters)
- (i) For those belonging to Group A of para 2: Chief or Principal Medical Officer of Govt. in a District or Presidency Surgeon or Govt. Medical Officer or equivalent rank in a city.
- (ii) For those belonging to Groups B & C of para 2: Assistant Surgeon of Govt. in a District or Govt. Medical Officer of equivalent rank in a city.

- (b) "Hospital" means the hospital recognized by the Board of Governors as a hospital for the purpose of these provisions.
- (c) The term "family" shall mean wife or husband of a member of staff, as the case may be, and parents, children and step-children wholly dependent on the member of the staff.
- (d) The term "leave" includes vacation.

4. Cost of reimbursement of expenses incurred by the members of the staff in connection with medical attendance and treatment of themselves and their families will be reimbursed in accordance with the scale prescribed by the Board from time to time.

NOTE: An advance for medical treatment in respect of a member of the staff or of his family who is an indoor patient in a Hospital may be granted on the same terms and conditions as are mentioned above.

- 5. (i) Medical attendance includes attendance at the residence of the member of the staff or at the consulting room of the authorised medical attendant by arrangement with him.
- (ii) Medical treatment means the use of all medical and surgical facilities available at the hospital in which the individual is treated and it includes:
 - (a) employment of such pathological, bacteriological, radiological or other methods as are considered necessary by the authorised medical attendant;
 - (b) the supply of such medicines vaccines sera of other therapeutic substances as are ordinarily available in the hospital;

- (c) the supply of such medicines, vaccines sera or other therapeutic substances not available in hospital but can be had in the State or State-aided hospital;
- (d) such accommodation as is ordinarily provided in the hospital and is suited to his status;
- (e) such nursing as is ordinarily provided to in patients by the hospital;
- (f) specialist consultation on the advice of the authorised medical attendant;
- (g) it does not include diet or provision at the request of the member of the staff of accommodation superior to that to which he is entitled in accordance with sub-clause (d) above.

NOTE:(1) The refund of the cost of preparations which are not medicines but are primarily foods, tonics, toilet preparations or disinfectants as issued by Director General of Health Services from time to time is not admissible.

NOTE:(2) Refund in respect of mixtures prescribed by the Authorised Medical Attendant will be allowed till such time the Institute has its own dispensary for such purposes.

NOTE:(3) In the case of hospitals the tariffs of which indicate a flat inclusive charge per diet, 40 percent thereof should be reckoned as charges for board and lodging. Out of this 40 per cent, half should be considered as charges for diet and the other half for accommodation.

NOTE: (4) Diet charges paid at hospitals by the members of the staff drawing pay less than Rs.180/- p.m. (Rs.130/- p.m. in the pre-revised scale) and Rs.380/- p.m. (Rs.300/- p.m. in the pre-revised scale) in case of non-tubercular/ tubercular diseases respectively are allowed. The cost of any special articles of diet not ordinarily provided by the hospital to its in-patients is, however, not refundable.

6. Dental treatment is not covered by the rules but if the diagnosis of the physiological or other disability from which a member of the staff is suffering indicates that teeth are the real source of disturbance, he is entitled to free dental treatment provided it is of a 'major' kind such as treatment of a jaw bone disease whole sale removal of teeth, etc. It does not include scaling of teech, treatment for Pyorrhoea and gingivitis or the free supply of artificial denture or treatment from a private dentist or outside the hospital even on the advice of the authorised medical attendant.
7. No reimbursement of expenses for provision of spectacles is admissible.
8. No reimbursement of charges for special nursing will be admissible unless it is certified by the authorised medical attendant and Medical Superintendent of the Hospital that their services were absolutely essential.

NOTE: Such cases of special nursing will be decided on merits having regard to the nature of the disease and where hardship is involved. In such

cases a member of the staff should bear up to 25 per cent of his monthly pay for the period for which special nursing was necessary, the rest being borne by the Institute.

9. If the authorised medical attendant is of the opinion that the case of a patient is of such a serious or special nature as to require medical attendance by some person other than himself, he may:

(a) send the patient to the nearest Specialist or other Govt. Medical Officer, by whom; in his opinion medical attendance is required for the patient, or

(b) if the patient is too ill to travel, summon such specialist or other Govt. Medical Officer to attend upon the patient.

10. A patient sent under clause (a) of paragraph 9 shall on production of a certificate in writing by the authorised medical attendant in this behalf be entitled to travelling allowance for the journeys to and from the headquarters of the specialist or other Government Medical Officer.

11. A specialist or other Govt. Medical Officer summoned under clause (b) of paragraph 9 shall on production of a certificate in writing by the authorised medical attendant in this behalf be entitled to travelling allowance for the journey to and from the place where the patient resides.

12. Travelling allowance admissible under paragraph 9 shall be calculated as for a journey on tour but no daily allowance for halts will be admissible. If an escort be necessary on the advice of the authorised

medical attendant he may be paid T.A. as admissible

~~medical attendant he may be paid T.A. as admissible~~
under the Institute's T.A. Rules.

13. Where a member of the staff or the member of his family is entitled to treatment in a hospital free of charge under the Schedule on the advice of the authorised medical attendant any amount paid by him on account of such treatment shall, on production of such certificate in the form prescribed by the Board of Governors in this behalf, be reimbursed to him by the Institute.
14. If the authorised medical attendant is of the opinion that owing to the severity of the illness, a patient (member of the staff) cannot be given treatment at the authorised hospitals the patient may receive treatment at his residence.
15. In the case of the individual receiving treatment at his residence referred to in paragraph 14 he shall be entitled to receive towards the cost of such treatment incurred by him a sum equivalent to the cost of such treatment as he would have been entitled, free of charge, to receive under this Schedule if he had not been treated at his residence.

NOTE: Claims for sums admissible under paragraph 15 shall be accompanied by a certificate in writing by the authorised medical attendant stating:

- (a) his reasons for the opinion referred to in paragraph 14, and
- (b) the cost of similar treatment referred to in paragraph 15.

16. Members of the staff and their families will also be entitled to the reimbursement of the expenses in connection with the treatment of tubercular diseases to the extent as is prescribed by the Board from time to time.
17. In the case of families of the members of the staff, the cost of special medicines (including mixture) will be reimburseable only when they are prescribed for the patient by the authorised medical attendant when the patient is attended to either in the hospital or at the consulting room of the authorised medical attendant or when the patient is undergoing treatment at the out-patient department or as in-patient of the hospital on the recommendation of the authorised medical attendant.

NOTE: (1) Family of a member of the staff accompanying him on duty, leave/vacation may consult a Govt. doctor of the status of the authorised medical attendant the member of the staff as provided under paragraph 3(4) for the member of the staff himself.

NOTE: (2) The concession contained in note (1) above is not to be given in a case where a member of the staff while proceeding on tour, leave/vacation takes a member of his family along with him with the intention of obtaining treatment in a place other than at his headquarters.

18. Charges for services rendered in connection with medical attendance and/or treatment of a member of the family of a member of the staff should be paid by him to the hospital authorities. The Institute will reimburse the cost of medical attendance and/or

treatment on the production of the hospital bills, duly countersigned, save in the case of such bills of Government hospital by the authorised medical attendant.

NOTE: The authorised medical attendant of the family of a member of the staff is the same as the authorised medical attendant of the member himself.

18A. The family of a member of the staff who could not be provided with living accommodation within the Institute Campus or who is on duty or on leave in India (outside headquarters) may receive medical treatment as an in-patient or out-patient in a State or State-aided hospital.

19. Medical attendance and treatment by arrangement with the authorised medical attendant at a consulting room maintained by him shall be deemed to be medical attendance and treatment at a hospital.

20. Medical treatment shall include confinement of a lady member of the staff or the wife of a male member of the staff in a hospital, pre-natal and post-natal treatment at the residence of the member of the staff is not allowed.

NOTE: Anaesthetic fees & charges for pre-natal and post-natal treatment received at the hospital or at the consulting room of the authorised medical attendant including the cost of medicines prescribed are reimburseable.

21. The following instructions shall also be adhered to in submitting claim bills for reimbursement of medical expenses, namely:

(1) The bills should be duly supported by the requisite

receipts, cash memos, prescriptions, essentiality certificates and other relevant documents as prescribed by the Board of Governors from time to time.

- (ii) It should be ensured that the reimbursement for of the cost of those medicines that are included in the list of excluded medicines and preparations as shown in the Central Government Compilation of Medical Attendance Rules and Orders, as amended from time to time is not allowed.
- (iii) Necessary vouchers and receipts should be attached to the bill in support of claims for reimbursement of charges for tests conducted or treatment afforded in hospitals, e.g. X-Ray, Blood tests, etc.
- (iv) It should be ensured that hospital bills for treatment as in-patient show the allocation of charges under medical attendance, bedding, diet, nursing, special nursing and medicines and that only cost of admissible items is claimed.
- (v) Reimbursement of the cost of Ayurvedic and indigenous systems of medicines is not admissible.

22. Bill for reimbursement of medical expenses from the members of the staff of the Institute shall be countersigned by the Directory of the Institute and the Director, may, at his discretion delegate this work to the Dy. Director and the Registrar.

NOTE: The Director shall be the Controlling Authority in respect of his own medical attendance bills.

SCHEDULE BINDIAN INSTITUTE OF TECHNOLOGY, DELHI

(See Statute 13(17))

CONDUCT RULES1. APPLICATION

The provisions contained in this Schedule shall apply to all employees of the Institute.

2. DEFINITIONS

In this Schedule unless the context otherwise requires:

(a) "Competent authority" means:

(i) "The Board of Governors" in the case of the Director.

(ii) "The Director" in the case of all other employees.

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

(i) the wife, child or stepchild of such employee residing with and dependent on him and in relation to an employee who is a woman, the husband residing with and dependant on her, and

(ii) any other person related, whether by blood or by marriage to the employee or to such employee's wife or husband and wholly dependant on such Institute employee, but does not include a wife or husband legally separated from the employee or child or step-child who is no longer in any way dependant upon him or her, or whose custody the employee has been deprived of by law.

(c) "Service" means ~~service under the~~ Institute.

3. GENERAL

- (a) Every employee shall at all times maintain absolute integrity and devotion to duty, and also be strictly honest and impartial in his official dealings.
- (b) An employee should at all times be courteous in his dealings with other members of the staff, students and members of the public.
- (c) Unless otherwise stated specifically in the terms of appointment, every employee is a whole-time employee of the Institute, and 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 Sundays. These duties inter alia shall include attendance at meetings of committees to which he may be appointed by the Institute.
- (d) An employee shall be required to observe the scheduled hours of work, during which he must be present at the place of his duty.
- (e) Except for valid reasons and/or unforeseen contingencies no employee shall be absent from duty without prior permission.
- (f) No employee shall leave station except with the previous permission of proper authority, even during leave or vacation.
- (g) Whenever leaving the station, an employee shall inform the Head of the Department to which he is attached, or Director if he is himself the Head of the Department, the address where he would be available during the period of his absence from station.

4. TAKING PART IN POLITICS AND ELECTION

- (i) No employee shall take part in politics or be associated with any party or organisation which takes part in political activity, nor shall he subscribe in aid or assist in any manner any political movement or activity.
- (ii) No employee shall canvass or otherwise interfere or use his influence in connection with or take part in any election to legislative body or local authority.

Provided that an employee of the Institute qualified to vote at such election may exercise his right to vote but where he does so, he shall give no indication of the manner in which he proposes to vote or has voted.

5. CONNECTION WITH PRESS OR RADIO OR PATENTS

- (1) No employee shall, except with the previous sanction of the competent authority, own wholly or in part, or conduct, or participate in the editing or managing of any newspaper or other periodical publications.
- (2) No employee shall, except with the previous sanction of the competent authority or any other authority empowered by it in this behalf, or in the bonafide discharge of his duties, participate in a radio broadcast or contribute any article or write any letter either anonymously or in his own name or in the name of any other person to any newspaper or periodical.

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

NOTE: Subject to the restrictions noted below members of the staff are at liberty, without any sanction as contemplated in paragraph 5(2) above, to publish their original scientific works in journals of repute in India and abroad. If, however, they wish to indicate their official designations in the articles they want to publish, previous sanction of the competent authority will be necessary.

Such articles must be strictly confined to purely scientific subjects and should not touch upon administrative matters. They shall be free from all political tinge.

Publication of articles relating to India's boundary areas and the tribal population in such areas is prohibited without previous permission of the competent authority.

6. CRITICISM OF THE INSTITUTE

No employee shall, in any radio broadcast or in any document published anonymously or in his own name or in the name of any other person or in any communication to the press or in any public utterance, make any statement of fact or opinion -

- (i) which has the effect of an adverse criticism of any current or recent policy or action of the Institute; or
- (ii) which is capable of embarrassing the relations between the Institute and the Central Government or any State Government or any other Institution or Organisation or members of the public.

Provided that nothing in this paragraph shall apply to any statements made or views expressed by an employee in his official capacity or in the due performance of the duties assigned to him.

7. EVIDENCE BEFORE COMMITTEE OR ANY OTHER AUTHORITY

- (1) Save as provided in sub-paragraph (3) below, no employee shall, except with the previous sanction of the competent authority, give evidence in connection with any inquiry conducted by any person, committee or authority.
- (2) Where any sanction has been accorded under sub-paragraph (1) no employee giving such evidence shall criticise the policy or any action of the Institute or the Central Government or any State Government.
- (3) Nothing in this paragraph shall apply to -
 - (a) evidence given at any inquiry before any authority appointed by the Institute, by Parliament or by a State Legislature; or
 - (b) evidence given in any judicial inquiry; or
 - (c) evidence given at any departmental inquiry ordered by the Institute authorities.

8. UNAUTHORISED COMMUNICATION OF INFORMATION

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

9. GIFTS

No employee shall, except with the previous sanction of the competent authority, accept or permit his wife or any other member of his family to accept from any person other than relations any gift of more than trifling value. The interpretation of the term 'trifling value' shall be the same as laid down in the Government Servants Conduct Rules.

10. PRIVATE TRADE OR EMPLOYMENT

No employee shall, except with the previous permission of the competent authority, engage directly or indirectly, in any trade or business or any private tuition or undertake any employment outside his official assignments.

Provided that the above restrictions shall not apply to academic work and consultative practice undertaken with the prior permission of the competent authority which may be given subject to as regards acceptance of remuneration as may be laid down by the Board.

11. INVESTMENTS, LENDING & BORROWING

(1) No employee shall speculate in any business nor shall he make or permit his wife or any member of his family to make, any investment likely to embarrass or influence him in the discharge of his official duties.

(2) No employee shall lend money at interest to any person nor shall he borrow money from any person

- - with whom he is likely to have official dealings. - -

12. INSOLVENCY, HABITUAL INDEBTEDNESS
AND CRIMINAL PROCEEDINGS

- (1) An employee shall so manage his private affairs as to avoid habitual indebtedness or insolvency. When an employee is found liable to arrest for debt or has recourse to insolvency or when it is found that a moiety of his salary is continuously being attached, he may be liable to dismissal. An employee who becomes the subject of legal proceedings for insolvency shall forthwith report full facts to the Institute.
- (2) An employee who gets involved in some criminal proceedings shall immediately inform the competent authority through the Head of the Department to which he is attached, irrespective of the fact whether he has been released on bail or not.

An employee who is detained in police custody whether on criminal charge or otherwise for a period longer than 48 hours shall not join his duties in the Institute unless he has obtained written permission to that effect from the Head of the Institute.

13. MOVABLE, IMMOVABLE AND VARIABLE PROPERTY

13. Movable,

Every member of the staff shall, on first appointment in the Institute service and thereafter at such intervals as may be prescribed by general or special orders of the competent authority submit return in such form as the Institute may prescribe in this behalf of all immovable property owned, acquired or inherited by him or held by him on lease or mortgage, either in his own name or in the name of any member of his family or in the name of any other person.

14. VINDICATION OF ACTS AND CHARACTER OF EMPLOYEES

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

Provided nothing in this rule shall be deemed to prohibit an employee from vindicating his private character or any act done by him in his private capacity.

15. MARRIAGES ETC.

An employee intending to marry a person who holds a citizenship of another foreign country shall seek prior permission of the competent authority.

No employee who has wife living shall contract another marriage without first obtaining the permission of the Board notwithstanding that a subsequent marriage is permissible under the personal and religious law for the time being applicable to him and violation of these rules lead to immediate dismissal from the Institute service.

16. REPRESENTATIONS

- (a) Whenever an employee wishes to put forth any claim, or seeks redress of any grievance or of any wrong done to him, he must forward his case through proper channel, and shall not forward such advance copies 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 be signatory to any joint representation addressed to the authorities for redress of any grievance or for any other matter.

17. PUNISHMENT, APPEALS, ETC.

An employee shall be governed by the provisions of the relevant rules regarding imposition of penalties for breach of any of these rules, and preference of appeals against any such action taken against him.

18. INTERPRETATION

The decision of the Board on all questions relating to the interpretation of these provisions shall be final.

SCHEDULE CINDIAN INSTITUTE OF TECHNOLOGY, DELHI

(See Statute 16(1))

Contributory Provident Fund of the
Indian Institute of Technology, DelhiAPPLICATION

1. (1) The provisions contained in this Schedule shall apply to:

- (a) every employee of the Institute who is permanent as on the date of commencement of this Schedule;
- (b) persons appointed on contract, the terms whereof make such persons eligible for contributing to the Fund;
- (c) re-employed pensioners subject to the conditions prescribed by the Government of India from time to time.

Provided that no employee of the Institute shall be entitled to the benefits of the Fund, whose services in the Institute entitle him to a pension and gratuity or on whose account the Institute contributes towards pension or who has been appointed by the Institute on a consolidated salary or on special terms which exclude the benefits of this Fund.

- (2) A person appointed on probation against a substantive vacancy shall be entitled to subscribe to the Fund from the date of his appointment. The Institute's contribution shall however, be credited with retrospective effect to his account.

Arrears of subscriptions in such cases may be paid in not more than 12 monthly instalments for each year of service. The Institute's contribution is to be credited to the account of the subscriber at the end of each financial year to the extent of his own subscription during the year subject to final adjustment after arrears are realised in full.

2(A) A person appointed on temporary basis shall also be entitled to subscribe to the Fund after he completes continuous service for one year. The subscriptions in such a case shall, however, commence from the actual date of the subscriber joining the Fund.

(3) If an employee admitted to the benefit of the Fund was previously a subscriber to any Contributory/ Non-contributory Provident Fund of the Central Government/State Government or of a body corporate owned or controlled by Government or an autonomous organisation registered under the Societies Registration Act, 1860, the amount of his accumulations in such Contributory or the Non-contributory Provident Fund, shall be transferred to his credit in the Fund.

(4) Every employee of the Institute entitled to the benefits of the Fund shall be required to sign a written declaration in the Form set forth in Appendix I that he has read this schedule and agreed to abide by the provisions contained in it.

2. In this schedule, unless the context otherwise requires -

(1) Accounts Officer means the Accounts Officer of the Institute;

- (ii) Audit Officer means the (Internal) Audit Officer of the Institute;
- (iii) Emoluments means pay including dearness pay, if any, leave salary or subsistence grant and includes any remuneration of the nature of pay (including dearness pay, if any) received in respect of foreign service;
- (iv) family means -
 - (a) in the case of a male subscriber the wife or wives and children of a subscriber, and the widown, or widows and children of a deceased son of the subscriber;

Provided that if a subscriber proves that his wife has been judicially separated from him or has ceased under the customary law of the community to which she belongs to be entitled to maintenance she shall henceforth be deemed to be no longer a member of the subscriber's family in matters to which this schedule relates, unless, the subscriber subsequently indicates by express notification in writing to the Registrar that she shall continue to be so regarded;

- (b) in the case of a female subscriber, the husband and children of the subscriber, and the widow or widows and children of a deceased son of the subscriber;

Provided that if a subscriber by notification in writing to the Registrar expresses her desire to exclude her husband from her family, the husband shall henceforth be

deemed to be no longer a member of the subscriber's family in matters to which this schedule relates, unless the subscriber subsequently cancels formally in writing her notification excluding him.

NOTE I - Children means legitimate children.

NOTE II - an adopted child shall be considered to be a child when the Registrar, or if any doubt arises in the mind of the Registrar, the Law Officer of the Institute, is satisfied that under the personal law of the subscriber, adoption is legally recognised as conferring the status of a natural child, but in this case only.

- (v) "Foreign Service" means the service in which an employee of the Institute receives his substantive pay with the sanction of the Board from any source other than the fund of the Institute;
- (vi) Fund means the Contributory Provident Fund of the Institute;
- (vii) Leave means any variety of leave provided for in Schedule 'D' as may be applicable to the subscriber;
- (viii) "Pay" means the amount drawn monthly by an employee of the Institute as - (a) the pay, other than special pay or pay granted in view of his personal qualifications, which has been sanctioned for a post held by him substantively or in an officiating capacity;

- (b) special pay and personal pay, and
 - (c) any other remuneration which may be specially classed as pay by the Board.
- (ix) Subscription means the amount paid by the subscriber and contribution means the amount contributed by the Institute;
- (x) Year means a financial Year.

Constitution and management of the Fund

3. (1) The fund, which shall be maintained in rupees shall be constituted with subscriptions paid by the subscribers and contributions made by the Institute and shall include interest paid to the credit of the account of the subscribers under sub-paragraph (1) of paragraph 10.
- (2) The management of the Fund is vested in the Board. Subject to the control and direction of the Board, the Director shall administer the Fund for and on behalf of the Board.
- (3) The Fund shall be deposited, in the name of the Fund, with the State Bank of India. The deposits shall be made as soon as possible after the monthly accounts are closed.
- (4) The Institute may, from time to time, invest such part of the Fund, as may be considered expedient, in the National Plan Savings Certificates and/or other investments covered by section 20 of the Indian Trusts Act, 1882 (2 of 1882) as the Board may determine, interest or profit realised on such investments being credited to the Institute as miscellaneous Receipts.

All investments and securities shall be held in the name of the Institute.

Nomination

4. (1) A subscriber shall, at the time of joining the Fund, send to the Registrar a nomination conferring on one or more persons the right to receive the amount that may stand to his credit in the Fund, in the event of his death before that amount has become payable or having become payable, has not been paid.

Provided that if, at the time of making the nomination the subscriber has a family the nomination shall not be in favour of any person or persons other than the members of his family.

Provided further that the nomination made by the subscriber in respect of any other Provident Fund to which he was subscribing before joining the Fund, shall, if the amount to his credit in such other fund has been transferred to his credit in this Fund, be deemed to be a nomination duly made under this rule until he makes a nomination in accordance with this sub-para.

NOTE: In this rule, unless the context otherwise requires, "person" or "persons" shall include a company or association or body of individuals, whether incorporated or not.

- (2) If a subscriber nominates more than one person under sub-para (1), he shall specify in the nomination the amount or share payable to each of the nominees in such manner as to cover the whole of the amount that may stand to his credit in the Fund at any time.

- (3) Every nomination shall be in such one of the forms set forth in Appendix II as is appropriate in the circumstances.
- (4) A subscriber may, at any time, cancel his nomination by sending a notice in writing to the Registrar.

Provided that the subscriber shall along with such notice send a fresh nomination made in accordance with the provisions of this para.

- (5) A subscriber may provide in a nomination -
- (a) in respect of any specified nominee that in the event of his nominee predeceasing the subscriber, the right conferred upon that nominee shall pass to such other person as may be specified in the nomination.

Provided such other person or persons shall if the subscriber has other members of his family, family, be such other member or members. Where the subscriber confers such a right on more than one person under this clause, he shall specify the amount or share payable to each of such persons in such a manner as to cover the whole of the amount payable to the nominee.

- (b) that the nomination shall become invalid in the event of the happening of a contingency specified therein; provided that if at the time of making the nomination the subscriber has no family, he shall provide in the nomination that it shall become invalid in the event of his subsequently acquiring a family.

Provided further that if at the time of making the nomination the subscriber has

only one member of the family, he shall provide in the nomination that the right conferred upon the alternate nominee under clause (a) shall become invalid in the event of his subsequently acquiring other member or members in his family.

- (6) ~~Immediately~~ on the death of a nominee in respect of whom no special provision has been made in the nomination under clause (a) of sub-para (5) or on the occurrence of any event by reason of which the nomination becomes invalid in pursuance of clause (b) of sub-para (5) or the provisos thereto, the subscriber shall send to the Registrar a notice in writing cancelling the nomination together with a fresh nomination made in accordance with the provisions of this para.
- (7) Every nomination made and every notice of cancellation given by a subscriber shall to the extent that it is valid, take effect, on the date on which it is received by the Institute.
- (8) An up-to-date Register shall be maintained by the Institute to record all nominations.

Subscriber's Accounts

5. An account shall be opened in the name of each subscriber in the Form set forth in Appendix III, in which shall be shown:
- (i) the subscriber's subscriptions;
 - (ii) contributions made under para 9 by the Institute to his account:

- (iii) interest, as provided by para 10, on subscription;
- (iv) interest, as provided by para 10, on contributions; and
- (v) advances and withdrawals from his account

Conditions and Rates of Subscriptions

6. (1) Every subscriber shall subscribe monthly to the Fund when on duty or on foreign service but not during a period of suspension. Provided that a subscriber on re-instatement after a period passed under suspension shall be allowed the option of paying in one sum, or in instalments, any sum not exceeding the maximum amount of arrears of subscriptions permissible for that period.
- (2) A subscriber may, at his option, not subscribe during leave other than leave on average pay or earned leave of less than 30 days duration by sending a notice in writing to the Registrar before or soon after proceeding on leave.
- Failure to make due and timely intimation shall be deemed to constitute an election to subscribe.
- The option of a subscriber intimated under this sub-para shall be final.
- (3) A subscriber who has, under para 29, withdrawn the amount of subscriptions and interest thereon, shall not subscribe to the Fund after such withdrawal, unless he returns to duty.

7. (1) The amount of subscriptions shall be fixed subject to the following conditions:
- (a) It shall be expressed in whole rupees (50 ~~anna~~ -Paise and above counting as the next higher rupee).
 - (b) It may be any sum, not less than $8.1/3\%$ of emoluments of the subscriber and not more than his emoluments.
- (2) For the purposes of clause (b) of sub-para (1) the emoluments of a subscriber shall be -
- (a) in the case of a subscriber who has in permanent service of the Institute on the 31st March of the preceding year, the emoluments to which he was entitled on that date;
 - (b) in the case of a subscriber who was not in permanent service of the Institute on the 31st March of the preceding year, the emoluments to which he was entitled on the first day of his permanent service.
- (3) The amount of subscription so fixed may be enhanced or reduced only once during the course of a year. Provided that if a subscriber is on duty for a part of a month and on leave for the remainder of the month and if he has elected not to subscribe during the leave the amount of subscription payable shall be proportionate to the number of days spent on duty in the month.
- (4) When a subscriber is temporarily transferred to foreign service (elsewhere) or sent out of India, he shall remain, subject to the provisions contained in this schedule in the same manner as if he were not so transferred or sent out;

Realisation of Subscriptions

8. (1) When emoluments are drawn from the Funds of the Institute, recovery of subscriptions on account of these emoluments and of the principal and interest of advances shall be made from the emoluments themselves.
- (2) When emoluments are drawn from any other source, the subscriber shall forward his dues monthly to the Institute.

Contributions by the Institute

9. (1) The Institute shall, with effect from the 31st March of each year, make a contribution to the account of each subscriber.

Provided that if a subscriber quits the service or dies during a year, contribution shall be credited to his account for the period between the close of the preceding year and the date of the casualty.

Provided further that no contribution shall be payable in respect of any period for which the subscriber is permitted under this Schedule not to, or does not, subscribe to the Fund.

- (2) The contribution shall be a sum representing $8\frac{1}{3}$ per cent of the emoluments of the subscriber, drawn on duty during the year or for a period in the year as the case may be.
- (3) Should a subscriber elect to subscribe during leave, his, leave salary shall, for the purpose of this rule be deemed to be emoluments drawn on duty.
- (4) The amount of any contribution payable in respect of a period of foreign service shall, unless it is

recovered from the employer, be recovered by the Institute from the subscriber.

- (5) The amount of contribution payable shall be rounded to the nearest whole rupee (50 naya Paise and above counting as the next higher rupee).

Interest

10. (1) The Institute shall pay to the credit of the accounts of a subscriber interest at such rate as the Central Government may, from time to time, prescribe in the case of their employees.

(2) Interest shall be credited with effect from the 31st March of each year in the following manner:

- (i) on the amount of the credit of a subscriber on the 31st March of the preceding year, less any sums withdrawn during the current year-interest for twelve months;
- (ii) on sums withdrawn during the current year - interest from the 1st April of the current year upto the last day of the month preceding the month of withdrawal;
- (iii) on all sums credited to the subscriber's account after the 31st March of the preceding year - interest from the date of deposit upto the 31st March of the current year;
- (iv) the total amount of interest shall be rounded to the nearest rupee in the manner provided in sub-para (5) of para (9);

Provided that when the amount standing to the credit of a subscriber has become payable,

interest shall thereupon be credited under this sub-para in respect only of the period from the beginning of the current year or from the date of credit as the case may be upto the date on which the amount standing to the credit of the subscriber becomes payable.

- (3) For the purpose of this para the date of credit shall be deemed to be the first day of the month in which it is credited.

Provided that where there has been a delay in the drawal of pay or leave salary and allowances of the subscriber and consequently in the recovery of this subscription towards the Fund, the interest on such subscriptions shall be payable from the month in which the pay or leave salary of the subscriber was due, irrespective of the month in which it was actually drawn.

- (4) In all cases interest will be paid in respect of balance to the credit of a subscriber upto the close of the month preceding that in which payment is made or upto the end of sixth month after the month in which amount became payable whichever of these periods is less.
- (5) Subject to the provisions of sub-para (4) no interest shall be paid in respect of any period after the date which the Registrar has intimated to that person or his agent as the date on which he is prepared to make payments.

Advance from the Fund

11. A temporary advance may be granted to a subscriber from the amount standing to his credit in the Fund at the discretion of the authority specified in para 12 subject to the following conditions:

- (a) No advance shall be granted unless the sanctioning authority is satisfied that the applicant's pecuniary circumstances justify it, and that it will be expended on the following object or objects and not otherwise:
- (i) to pay expenses in connection with the prolonged illness or confinement of the applicant or any person actually dependent on him;
 - (ii) to pay for the overseas passage for reasons of health or education of the applicant or any person actually dependent on him;
 - (iii) to pay obligatory expenses on a scale appropriate to the applicant's status in connection with marriages, funerals or ceremonies which by religion it is incumbent on him to perform.
 - (iv) to pay for expenses outside India in connection with the education, beyond high school stage, of the applicant or any person actually dependent on him;
 - (v) to pay for expenses of the applicant or any person actually dependent on him in connection with any medical, engineering or other technical or specialised course or other general higher education in India beyond the high-school stage;

Provided that the duration of the course of study is not less than three years;

- (vi) to meet the cost of his defence where the subscriber is prosecuted by the Government or Institute in any court of law or where the subscriber engages any legal practitioner to defend him in an enquiry in respect of any alleged official misconduct on his part;
- (vii) to meet the cost of legal proceedings instituted by the subscriber for vindicating his position in regard to any allegations made against him in respect of any act done or purporting to have been done by him in the discharge of his official duty;

NOTE: An advance under sub-clause (vi) above shall be available to the applicant in addition to any advance admissible for the same purpose from any other Government source but the advance under the said-sub-clause shall not be admissible to a subscriber either in respect of any legal proceedings instituted by him in any court of law against the Government/Institute as regards any penalty imposed on him or any condition of service or in respect of any legal proceedings in regard to any matter unconnected with his official duties.

- (aa) The sanctioning authority may, in special circumstances, sanction the payment to any subscriber of an advance if he is satisfied that the subscriber concerned requires the advance for reasons other than those mentioned in clause (a);

- (b) Any advance shall not, except for special reasons, exceed three months' pay, and shall in no case exceed the amount of subscription and interest thereon standing to the credit of the subscriber in the Fund.
 - (c) An advance shall not, except for special reasons, be granted until after the final repayment of all previous advances together with interest thereon, have elapsed.
 - (d) The sanctioning authority shall record in writing the special reasons where advance is sanctioned for such reasons.
 - (e) An application for temporary advance from the Fund shall be submitted in the Form set forth in Appendix IV.
12. (1) A temporary advance from the Fund to the subscribers other than the Director will be sanctioned by the Director, who may, at his discretion, delegate this work to the Deputy Director and the Registrar.
- (2) A temporary advance from the Fund to the Director shall require the sanction of the Chairman.
13. (1) An advance shall be recovered from the subscriber in such number of equal monthly instalments as the sanctioning authority may direct; but such number shall not be less than twelve unless the subscriber so elects, or in any case more than twenty-four.
- A subscriber may, at his option, make repayment in a smaller number of instalments than that prescribed. Each instalment shall be a number of whole rupees, the amount of advance being raised

or reduced, if necessary to admit of the fixation of such instalments.

- (2) Recovery shall be made in the manner provided in paragraph 8 for the realisation of subscription and shall commence with issue of pay for the month following the one in which the advance was drawn.

Recovery shall not be made, except with the subscriber's consent while he is on leave or in receipt of subsistence grant and may be postponed by the sanctioning authority during the recovery of the advance of pay granted to the subscriber.

- (3) If more than one advance has been made to a subscriber, each advance shall be treated separately for the purpose of recovery.
- (4) After the principal of the advance has been fully repaid, interest shall be paid thereon at the rate of one-fifth per cent of the principal for each month or broken part of a month during the period between the drawal and complete repayment of the principal.
- (5) Interest shall ordinarily be recovered in one instalment in the month after complete repayment of the principal; but if the period referred to in sub-para (4) exceeds twenty months, interest may, if the subscriber so desired be recovered in two equal monthly instalments. The method of recovery shall be that provided in sub-para (2). Payment shall be rounded to the nearest rupee in the manner provided in sub-para (5) of para 9.
- (6) Recoveries made under this rule shall be credited as they are made, to the account of the subscriber in the Fund. - -

Withdrawal from the Fund

14. (1) Subject to the conditions specified hereunder withdrawals may be sanctioned by the Chairman, in the case of a withdrawal by the Director and by the Director in any other case, at any time after the completion of 20 years of service (including broken periods of service, if any), of a subscriber or within 10 years before the date of his retirement on superannuation, whichever is earlier, from the amount of subscriptions and interest thereon standing to the credit of the subscriber in the Fund for one or more of the following purposes, namely:
- (a) Meeting the cost of higher education, including where necessary, the travelling expenses of any child of the subscriber in the following cases, namely:
- (i) for education outside India for Academic, Technical, Professional or Vocational courses beyond the High School stage, and
- (ii) for any medical, engineering or other technical professional or specialised course or other general higher education in India beyond the High School stage, provided that the course of study is for not less than three years.
- (b) Meeting the expenditure in connection with the marriage of the subscriber's son or daughter and any other female relation actually dependent on him.
- (c) Meeting the expenses in connection with the illness including where necessary, the travelling expenses of the subscriber or any person actually dependent on him.

- (d) Building or acquiring a suitable house for his residence including the cost of the site or repaying any outstanding amount on account of loan expressly taken for this purpose or reconstructing or making additions or alterations to a house already owned or acquired by the subscriber.
- (e) Purchasing a house site or repaying any outstanding amount on account of loan expressly taken for this purpose.
- (f) For constructing a house on a site purchased utilising the sum withdrawn under clause (e).

Note: 1 A subscriber who has availed himself of an advance for house building purpose or has been allowed any assistance in this regard from any other Government source, shall be eligible for the grant of final withdrawal under clauses (d), (e) and (f) for the purposes specified therein and also for the purpose of repayment of any loan taken under the aforesaid scheme, subject to the limit specified in sub-para (1) of para 15.

- (2) The actual withdrawal from the Fund shall be made only on receipt of an authorisation from the Accounts Officer who will arrange this as soon as the formal sanction of the sanctioning authority has been issued.

15. (1) Any sum withdrawn by a subscriber at any one time for one or more of the purposes specified in para 14 from the amount standing to his credit in the Fund shall not ordinarily exceed one-half of the amount of subscriptions and interest thereon standing to the credit of the subscriber in the Fund or

6 month's pa , ~~whichever~~ is less. The sanctioning authority may however, sanction the withdrawal of an amount in excess of this limit upto three-fourths of the amount of subscriptions and interest thereon standing to the credit of the subscriber having due regard to (i) the object for which the withdrawal is made, (ii) the status of the subscriber and (iii) the amount of subscriptions and interest thereon standing to the credit of the subscriber in the Fund.

- (2) A subscriber who had been permitted to withdraw money from the Fund under para 14 shall satisfy the sanctioning authority within a reasonable period as may be specified by that authority till the money has been utilised for the purpose for which it was withdrawn, and if he fails to do so, the whole of the sum so withdrawn or so much thereof as has not been applied for the purpose for which it was withdrawn shall forthwith be repaid in one lump sum together with interest thereon at the rate determined under para 10 by the subscriber to the Fund and in default of such payment, it shall be ordered by the sanctioning authority to be recovered from his emoluments either in a lump sum or in such number of monthly instalments, as may be determined by the Institute.

16. A subscriber who has already drawn or may draw in future an advance under para 11 for any of the purposes specified in clause (a), (b) and (c) of sub-para (1) of para 14 may convert, at his discretion, by written request addressed to the Accounts Officer through the sanctioning authority the balance outstanding against it into a final withdrawal on his satisfying the conditions laid down in paras 14 and 15.

Payments towards insurance Policies and Family Pension Funds.

17. On written application from a subscriber to the Fund and subject to the conditions contained in paras 18 to 22.
- (a) (i) subscriptions to a family pension Fund, and
(ii) payments towards an insurance policy, may be substituted for the whole or part of subscriptions to the Fund.
- (b) The amount of subscriptions with interest thereon standing to the credit of a subscriber in the Fund may be withdrawn to meet:-
- (i) payments towards an insurance policy;
(ii) purchase of a single payment insurance policy;
(iii) payment of a single premium or subscriptions to a family pension Fund.

Provided that both in respect of (a) and (b) the family pension is (i) approved by the Board; and (ii) an insurance policy is such as may be legally assigned by the subscriber himself in favour of the Institute and is so assigned by him and is delivered to the Registrar as a security against payment made from the Fund.

18. (1) An insurance policy effected by the subscriber himself on his own life or on the joint lives of the subscriber and his wife which shall be deemed to be a policy on the life of the subscriber himself, may be accepted for assignments in favour of the Institute.

- (2) A policy which has been assigned to the subscriber's wife shall not be accepted unless either the policy is first reassigned to the subscriber or the subscriber and his wife both join in an appropriate assignment.
 - (3) An Insurance policy shall be assigned to the Institute by means of an endorsement made on the policy itself in Form (1) or Form or Form (3) or the Forms given in Appendix V according as the policy is on the life of the subscriber or on the joint lives of the subscriber and his wife or the policy has previously been assigned to the subscriber's wife.
 - (4) Notice of assignment of a policy shall be given by the subscriber to the Insurance Company, and the acknowledgement of the notice by the Insurance Company shall be sent to the Registrar within three months of the date of assignment.
 - (5) Where an Insurance Policy has been assigned to the Institute the Registrar shall satisfy himself by referring to the Insurance Company, where possible that no prior assignment of the policy exists.
19. (1) Except in the cases of the Hindu Family (Pension) Annuity Fund and the Postal Life Assurance Policies in respect of which subscriptions or premiums which are paid by the Institute to the extent of recoveries actually made from the monthly salary bills, the Institute will not make any payment on behalf of subscribers to Insurance Companies, nor take steps to keep a policy alive.

- (2) A subscriber who desires to substitute his Fund subscriptions inwhole or part for payment to a ~~Family Pension Fund or Insurance under clause (a)~~ of para 17 may reduce his subscriptions to the Fund within its limit.

Provided that except in the cases of subscriptions or premiums mentioned in sub-para (1) ^{the} subscribers shall send to the Registrar, within a period of two months from the date of payment, receipts or certified copies of receipts in order to satisfy that the amount by which the subscription to the Fund has been reduced was duly applied for the purposes specified in clause (a) of para 17.

- (3) A subscriber who desires to withdraw any amount under clause (b) of para 17 within the limit of his subscription in the Fund shall make arrangements with the Registrar for the withdrawal of the amount to be paid from his subscription in the Fund.

Provided that the subscriber shall send to the Registrar, within a period of two months from the date of payment, receipts or certified copies of receipts in order to satisfy that the amount withdrawn was duly applied for the purposes specified in clause (b) of para 17.

- (4) Any amount withdrawn under clause (a) or (b) ~~of~~ para 17 shall be paid in whole rupees rounded to the nearest rupee in the manner provided in sub-para (5) of para 9.

20. (1) If the total amount of any subscriptions or payments substituted under clause (a) or para 17 is

less than the amount of minimum subscription payable to the Fund under para 7, the difference should be rounded off in the nearest rupee in the manner provided in sub-Para (5) of para 9 and paid by the subscriber as a subscription to the Fund.

- (2) If the subscriber withdraws any amount standing to his credit in the Fund for any of the purposes specified in clause (b) of para 17 he shall continue to pay to the Fund the subscriptions payable under Para 7.

21. Once an Insurance Policy has been accepted for the purposes of being financed from the Fund, the terms of the policy shall not be altered nor shall the Policy be exchanged for another Policy without the prior consent of the Director. Further the premium of Life Insurance Policies assigned under this provision shall not be payable otherwise than annually.

22. The subscriber shall not during the currency of the Policy draw any bonus the drawal of which during such currency is optional under the terms of the policy and the amount of any bonus which under the terms of the policy and the subscriber has no option to refrain from drawing during its currency shall be paid forthwith into the Funds by the subscriber or in default recovered by reduction from his emoluments by instalments or otherwise as the Board may direct.

23. (1) Save as provided in sub-para (2) of para 25 when the subscriber:

(a) quits the service, or

- (b) has proceeded on leave preparatory to retirement and applied to the Institute for reassignment or return of the Policy, or
- (c) while on leave, has been permitted to retire or declared by competent medical authority to be unfit for further service and applies to the Institute for re-assignment or return of policy, or
- (d) pays or repays to the Fund the whole of any amount withheld or withdrawn from the Fund for any of the purposes mentioned in sub-clause (ii) of clause (a) of para 17 and sub-clauses (i) and (ii) of clause (b) of para 17 with interest thereon at the rate provided in para 10.

The Registrar shall, if the policy has been assigned in favour of the Institute under para 18 re-assign the policy in the first Form set forth in Appendix VI to the subscriber, or to the subscriber and the joint assured, as the case may be, and make it over to the subscriber, together with a signed notice of the re-assignment addressed to the Insurance Company.

- (2) Save as provided in sub-para (2) of para 25, when the subscriber dies before quitting the service, the Registrar shall re-assign the policy in the Second Form set forth in Appendix VI to such person as may be legally entitled to receive it, and shall make over the policy to such person together with a signed notice of the re-assignment addressed to the Insurance Company.

*. If a policy assigned in favour of the Institute under para 18 matures before the subscriber quits the service,

under clause (a) or clause (b) or para 17 has been utilised for a purpose other than for which sanction was given to the withholding or withdrawal of the money from the Fund, the amount in question, shall, with interest at the rate provided in para 10, forthwith be paid by the subscriber to the Fund, or in default, be ordered to be recovered by deduction in one sum from the emoluments of the subscriber, even if he be on leave. If the total amount to be paid is more than one-half the subscriber's emoluments, recoveries shall be made in monthly instalments of moieties of his emoluments till the entire amount recoverable is paid by him.

NOTE: The term emoluments as used in this rule does not include subsistence grant.

27. Restrictions of the provisions relating to financing of policies

The provisions contained in paragraph 17 to 26 shall apply only to subscribers who, before the date from which the Statutes came into force, have been substituting in whole or in part, payments towards policies of life insurance for subscriptions to the Fund or making withdrawals from the Fund for such payments;

Provided that such subscribers shall not be permitted to substitute such payments for subscriptions due to the Fund or to withdraw from the Fund for making such payments in respect of any new policy.

28. Circumstances in which Accumulations are payable

When a subscriber quits the service, the amount standing to his credit in the Fund, shall subject to any

deduction under para 31, become payable to him:

Provided that a subscriber, who has been dismissed from the service and is subsequently reinstated in the service, shall, if required to do so by the Institute, repay any amount paid to him from the Fund in pursuance of this para with interest thereon at the rate provided in para 10 in the manner provided in the proviso to para 29. The amount so repaid shall be credited to his account in the Fund, the part which represents his subscriptions and interest thereon, and the part which represents the Institute contribution with interest thereon being accounted for in the manner provided in para 5.

29. When a subscriber—

- (a) has proceeded on leave preparatory to retirement or if he is employed in a vacation department, on leave preparatory to retirement combined with vacation, or
- (b) while on leave, has been permitted to retire or declared by competent medical authority to be unfit for further service,

the amount of subscriptions and interest thereon standing to his credit in the Fund shall, upon application made by him in that behalf to the Director, become payable to the subscriber.

Provided that the subscriber, if he returns to duty, shall, if required to do so by the Institute, repay to the Fund, for credit to his account, the whole or part of any amount paid to him from the Fund in pursuance of this rule, with interest thereon at the rate provided in para 10, in cash or securities, or partly in cash and partly in securities, by instalments or otherwise, as the Institute may direct.

30. Subject to any deduction under para 31, on the death of a subscriber before the amount standing to his credit has become payable or where the amount has become payable, Before payment has been made.

(i) when the subscriber leaves a family-

- (a) if a nomination made by the subscriber in accordance with the provisions of para 4 in favour of a member or members of his family subsists, the amount standing to his credit in the Fund or the part thereof to which the nomination relates, shall become payable to his nominee or nominees in the proportion specified in the nomination;
- (b) if no such nomination in favour of a member or members of the family of the subscriber subsists, or if such nomination related only to a part of the amount standing to his credit in the Fund, the whole amount or the part thereof to which the nomination does not relate, as the case may be, shall notwithstanding any nomination purporting to be in favour of any person or persons other than a member or members of his family, become payable to the member of his family in equal shares:

Provided that no share shall be payable to -

- (1) sons who have attained majority;
- (2) sons of a deceased son who have attained majority;
- (3) married daughters whose husbands are alive;
- ~~(4) married daughters of a deceased son~~ whose husbands are alive if there is any member of the family other than

those specified in clauses (1), (2), (3) and (4);

Provided also that the widow or widows and the child or children of a deceased son shall receive between them in equal parts only the share which that son would have received if he had survived the subscriber and had been exempted from the provisions of clause (1) of the first proviso;

Note: (i) Any sum payable under these rules to a member of the family of a subscriber vests in such member under sub-section (2) of section (3) of the Provident Fund Act, 1925; ~~(ii)~~ when the subscriber leaves no family, if a nomination made by him in accordance with the provisions of para 4 in favour of any person or persons subsists, the amount standing to his credit in the Fund or the part thereof to which the nomination relates, shall become payable to his nominee or nominees in the proportion specified in the nomination.

NOTE: When a nominee is a dependent of the subscriber as defined in clause (c) of section 2 of the Provident Funds Act, 1925, the amount vests in such nominee under sub-section (2) of section 3 of that Act.

When a subscriber leaves no family and no nomination made by him in accordance with the provisions of para 4 subsists, or if such nomination relates only to part of the amount standing to his credit in the Fund, the relevant provisions of clause (b) and of sub-clause (ii) of clause (c) of sub-section (1) of section 4 of the Provident Funds Act, 1925, are applicable to the whole amount or the part thereof to which the nomination does not relate.

Deductions

31. Subject to the conditions that no deduction may be made which reduces the credit by more than the amount of any contribution by the Institute with interest thereof credited under paras 9 and 10, before the amount standing to the credit of a subscriber in the Fund is paid out of the Fund, the Board may direct the deduction there-from and payment to the Institute of -

(a) any amount, if a subscriber has been dismissed from the service for grave misconduct;

Provided that, if the order of dismissal is subsequently cancelled, the amount so deducted shall on his reinstatement in the service, be replaced at his credit in the Fund;

(b) any amount, if a subscriber resigns his employment with the Institute within five years of the commencement thereof, otherwise than by reason of superannuation or a declaration by competent medical authority that he is unfit for further service;

(c) ~~any amount due under a liability incurred by the~~ subscriber to the Institute.

2. (1) (a) When the amount standing to the credit of a subscriber in the fund or the balance thereof after any deduction under para 31 becomes payable, it shall be the duty of the Registrar, after obtaining the sanction of the Director and after satisfying himself, when no such deduction has been directed under that para that no deduction is to be made, to make the payment as provided in Section 4 of the Provident Fund Act, 1925.
- (b) In the case of final payment to the Director from the Contributory Provident Fund, the competent authority to sanction the payment shall be the Chairman, Board of Governors.
- (2) If the person to whom, under this schedule any amount or policy is to be paid, assigned, re-assigned or delivered is a lunatic for whose estate a manager has been appointed in this behalf, the payment or re-assignment or delivery will be made to such a manager appointed under the provisions of the Indian Lunacy Act, 1912 and not to the lunatic.
- (3) Any person who desires to claim payment under this para shall send a written application in that behalf to the Director. Payment of amounts withdrawn shall be made in India only. The persons to whom the amounts are payable shall make their own arrangements to receive payment in India.

NOTE: When the amount standing to the credit of a subscriber has become payable under para 28, 29 or 30, the Institute shall make arrangement for prompt payment of that

portion of the amount standing to the credit of a subscriber in regard to which there is no dispute or doubt, the abalance being adjusted as soon after as may be.

Procedure

33. Accumulations in the Fund of which payment has not been taken within six months after they become payable under this schedule shall be transferred to "Deposits" after the 31st March of the year and treated under the provisions relating to deposits.
34. When paying a subscription in India either by deduction from emoluments or in cash a subscriber shall quote the number of his account in the Fund, which shall be communicated to him by the Account Officer, Any change in the number shall similarly be communicated to the subscriber by the Accounts Officer.
35. (1) As soon as possible after the 31st March of each year and after the Fund accounts have been audited by the Audit Officer, the Accounts Officer shall send to each subscriber a statement of his account in the Fund in the Form set forth in Appendix VII showing the opening balance as on the 1st April of the year, the total amount of deposits during the year and the closing balance on that date.
- The Accounts Officer shall attach to the statement of account on enquiry whether the subscriber -
- (a) desires to make any alteration in any nomination make under para 4;
 - (b) has acquired a family (in cases where the - - - - subscriber has made no nomination in favour of

a member of his family under the provision to sub-para (1) of para (4)

- (2) Subscribers should satisfy themselves as to the correctness of the annual statement, and errors should be brought to the notice of the Accounts Officer within three months from the date of receipt of the statement. If no intimation is received from the subscriber within this period it shall be assumed that he has accepted the statement.
- (3) Where errors in the annual statement are brought to notice, it shall be the responsibility of the Accounts Officer to reconcile the same for settlement to the satisfaction of the subscriber.

APPENDIX I

See para 1 (4)

FORM OF DECLARATION

I(the subscriber) a permanent employee of the Indian Institute of Technology at do hereby declare that I have read the provisions governing the Contributory Provident Fund of the Indian Institute of Technology and agree to abide by them.

Dated thisday of 19

Signature of Subscriber

Two witnesses to signature

1.

2.

APPENDIX II

FORMS OF NOMINATION

1. When the subscriber has a family and wishes to nominate one member thereof.

I hereby nominate the person mentioned below, who is a member of my family as defined in para 2 of the provisions governing the Contributory Provident Fund of the Indian Institute of Technology to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable or having become payable, has not been paid:

| Name and address of the nominee | Relation-ship with subscriber | Age | Contingencies on the happening of which the nomination shall become invalid | Name, address relationship of the person if any, to whom the right of the nominee shall pass in the event of predeceasing the subscriber |
|---------------------------------|-------------------------------|-----|---|--|
| | | | | |

Date this day of19 .
 at

Signature of subscriber

Two witnesses to signature

1.

2.

II. When the subscriber has a family and wishes to nominate more than one member thereof.

I hereby nominate the persons mentioned below, who are members of my family as defined in para 2 of the provisions governing the Contributory Provident Fund of the Indian Institute of Technology to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable, or having become payable has not been paid and direct that the said amount shall be distributed among the said persons in the manner shown below against their names:

| Names and address of the nominees | Relation with subscriber | Age | *Amount of share of accumulation to be paid to each | Continu- gencies on the happen- ing of which the nomi- nation shall become invalid | Name, address and relation- ship of the persons, if any, to whom the nominee shall pass in the event of his predeceas- ing the sub- scriber |
|-----------------------------------|--------------------------|-----|---|--|---|
| | | | | | |

Date this day of 19..
 at

Signature of subscriber

Two witnesses to signature

1.
2.

*Note: This column should be filled in so as to cover the whole amount that may stand to the credit of the subscriber in the Fund at any time.

III. When the subscriber has no family and wishes to nominate one person.

I, having no family as defined in para 2 of the provisions governing the Contributory Provident Fund of the Indian Institute of Technology hereby nominate the person mentioned below to receive the amount that may stand to my credit in the Fund; in the event of my death before that amount has become payable, or having become payable has not been paid.

| Name and address of the nominee | Relation-ship with subscriber | Age | *Contingencies on the happening of which the nomination shall become invalid | Name, address and relationship of the person, if any, to whom the right of the nominee shall pass in the event of his predeceasing the subscriber |
|---------------------------------|-------------------------------|-----|--|---|
| | | | | |

Dated thisday of19
at

Signature of subscriber

Two witnesses to signature

1.

2.

*Note: Where a subscriber who has no family makes a nomination, he shall specify in this column - - that the nomination shall become invalid in the event of his subsequently acquiring a family.

IV. When the subscriber has no family and wishes to nominate more than one person.

I, having no family as defined in para 2 of the provisions governing the Contributory Provident Fund of the Indian Institute of Technology, hereby nominate the persons mentioned below to receive the amount that may stand to my credit in the Fund in the event of my death before that amount has become payable, or having become payable has not been paid, and direct that the said amount shall be distributed among the said persons in the manner shown below against their names:

| Names and address of the nominees | Relation-ship with subscriber | Age | *Amount of share of accumulations to be paid to each | **Contingencies on happening of which the nomination shall become invalid | Name, address and relationship of the person, if any to whom the right of the nominee shall pass in the event of his predeceasing the subscriber |
|-----------------------------------|-------------------------------|-----|--|---|--|
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Dated thisday of19
at

Two witnesses to signature
1.
2.

Signature of subscriber

*Note : This column should be filled in so as to cover the whole amount that may stand to the credit of the subscriber in the Fund at any time.
**Note: Where a subscriber who has no family makes a nomination shall become invalid in the event of his subsequently acquiring a family.

(Contributory Provident Fund Ledger) (See para 5)

Account No. _____
 Date of receipt of Nomination Name Designation Joined on

| Month | YEAR SUBSCRIPTION | | | INSTITUTE'S CONT. | | | YEAR INSTITUTE'S CONT. | | | SUBS- CRIP- TIONS | Remarks | | | | |
|--------------------|-------------------|------------------------|-------------------------------|-------------------|-----------------------|--|------------------------|-----------------------|--------------|-------------------------|---------|-----------------|-------------------------|-------------------------------|-------|
| | Emolu- ments | Subs- crip- tion | Refunds ofwith- drawals | To- tal | With- draw- als | Monthly balance on which interest is calcu- lated | Please see below | With- Draw- als | Rema- rks | | | Emolu- ments | Subs- crip- tions | Refunds ofwith- drawals | Total |
| April | | | | | | | | | | | | | | | |
| May | | | | | | | | | | | | | | | |
| June | | | | | | | | | | | | | | | |
| July | | | | | | | | | | | | | | | |
| August | | | | | | | | | | | | | | | |
| September | | | | | | | | | | | | | | | |
| October | | | | | | | | | | | | | | | |
| November | | | | | | | | | | | | | | | |
| December | | | | | | | | | | | | | | | |
| January | | | | | | | | | | | | | | | |
| February | | | | | | | | | | | | | | | |
| March | | | | | | | | | | | | | | | |
| Journal Entries | | | | | | | | | | | | | | | |
| Total | | | | | | | | | | | | | | | |

*** Subscriber's emoluments drawn on duty or during leave or on deputation abroad

| | | | |
|--|--------------------------------------|-------------------------------------|--------------------------------------|
| Balance from 17-19 | Institute's cont. | Deposits and refunds as above | Institute's cont. |
| Deposits and refunds as above | on Rs. _____ @ 8-1/3% | Interest for 19-19 | on Rs. |
| Interest for 19-19 | Balance from 19-19 | Total | @ 8-1/3% |
| Total | Interest for 19-19 | Deduct withdrawals as above | Balance from 19-19 |
| Deduct withdrawals as above | Total | Balance as on March 31, 19 | Interest for 19-19 |
| Balance as on March 31, 19 | Deduct withdrawals as above | | Total |
| | Balance as on March 31, 19 | | Deduct withdrawals as above |
| | Balance from 19-19 | | Balance as on March 31, 19 |

Calculated by _____
 Checked by _____

Calculated _____
 Checked by _____

subscriber justifying the
 application for the temporary
 withdrawal

Signature of the applicant

The particulars against items 3, 4, 8 and 9
 have been verified to be correct.

Signature
 Designation: Accounts Officer

APPENDIX IV

(See para 11)

Form of application for a temporary advance from the Contribution Provident Fund.

1. Name of the subscriber and his Account Number.
2. Designation.
3. Pay.
4. Balance of subscription ~~at~~ credit of the subscriber on the date of application.
5. Amount of advance required.
6. Purpose for which the advance is required - Para 11(a) of the Contributory Provident Fund Rules
7. Number (and amount) of monthly instalments in which the advance is proposed to be repaid.
8. Amount of advance ~~or~~ advances last taken, if any. State particulars of the advance, date on which taken. Instalments of repayment and balance outstanding.
9. Whether any advance last taken is in course of repayment of 12 months have not elapsed since its complete repayment together with interest
10. Full particulars of the pecuniary circumstances of the subscriber justifying the application for the temporary withdrawal

Signature of the applicant

The particulars against items 3, 4, 8 and 9 have been verified to be correct.

Signature
Designation: Accounts Officer

APPENDIX IV (Contd.)

(Remarks of the recommending authority)

No. _____ Dated _____, the _____
Forwarded to the _____

I am satisfied that the pecuniary circumstances of the official justify the grant of advance applied for which is admissible under para 11 of the provisions governing the Contributory Provident Fund and is recommended, as a special case, for the _____ sanction under para 12 *ibid.*

The advance is recoverable in _____ instalments of Rs. _____ per month with one/two additional instalments representing interest at the prescribed rate.

Signature _____

Designation _____

No. _____ Dated _____, the _____

Sanction of the _____ is conveyed to the grant of an advance of Rs. _____ to be recovered in _____ monthly instalments of Rs. _____ each with one/two additional instalments representing interest at the prescribed rate.

Signature _____

Designation _____

Note: (i) The application should in the first instance be submitted to the Registrar, who, after obtaining necessary certificate from the Accounts Officer,

submit the application with his recommendations to the Director for sanction or submit it to the higher authority, after obtaining the Director's recommendations, as the case may be.

- (i) The application, when sanctioned, should be sent to the Accounts Section for necessary further action.

APPENDIX V

(See para 18)

Forms of assignment

(1)

I, of hereby assign unto the Indian Institute of Technology _____ the within policy of assurance as security for payment of all sums which under the provisions governing the Contributory Provident Fund of the Indian Institute of Technology, _____, I may hereafter become liable to pay to the Contributory Provident Fund of the Indian Institute of Technology, _____.

I hereby certify that no prior assignement of the within policy exists.

Dated this _____ day of _____ 19 .
Station _____

Signature of subscriber

One witness to signature

(2)

We, _____ (the subscriber) of _____
 and _____ (the joint assured)
 of _____ in consideration of the Indian
 Institute of Technology, _____ agreeing
 to our request to accept payment towards the _____
 within policy of assurance in substitution for the subs-
 criptions payable by me the said _____ to the
 Contributory Provident Fund, Indian Institute of Technology,
 _____ to accept the withdrawal of the sum of Rs. _____
 from the sum to the credit of the said _____ in
 the Contributory Provident Fund, Indian Institute of
 Technology, _____ for payment of the premium of the
 within policy of assurance, hereby jointly and severally
 assign unto the said Indian Institute of Technology, _____
 the within policy of assurance as security for payment of
 all sums which under the rules of the said Fund the said
 _____ may hereafter become liable to pay to
 that Fund.

We hereby certify that no prior assignment of the
 within policy exists.

Dated this _____ day of _____ 19 .
 Station _____

Signature of subscriber and the
 joint Assured.

One witness to signature.

Note: The assignment may be executed on the policy itself either in the subscriber's handwriting or in type, or alternatively a typed or printed slip containing the assignment may be pasted on the blank space provided for the purpose on the policy. A typed or printed endorsement must be duly signed and if pasted on the policy it must be initiated across all the four margins.

(3)

I, _____, wife of _____ and the assignee of the within policy, having at the request of _____, the assured, agree to release my interest in the policy in favour of _____ in order that _____ may assign the policy to the Indian Institute of Technology, _____ which body has agreed to accept payments towards the within policy of assurance in substitution for the subscriptions payable by _____ to the Contributory Provident Fund hereby at the request and by the direction of _____ assign and I the said _____ assign and confirm unto the Indian Institute of Technology, _____ the within policy of assurance as security for payment of all sums which under the rules of the said Fund the said _____ may hereafter become liable to pay to the Fund.

We hereby certify that no prior assignment of the within policy exists.

Dated thisday of.....19..

Station

Signature of the Assignee & the subscriber

One witness to signature.

(4)

Form of assignment to be used in cases where a subscriber to the General Provident Fund who has effected an insurance policy under the rules of that Fund is admitted to the Contributory Provident Fund, Indian Institute of Technology, _____.

I, _____ of _____ hereby further assign unto the Indian Institute of Technology, _____ the within policy of assurance as security for payment of all sums which under the provisions governing the Contributory Provident Fund of the Indian Institute of Technology, _____ I may hereafter become liable to pay to the Contributory Provident Fund of the Indian Institute of Technology _____.

I hereby certify that except an assignment to the President of India as security for payment of all sums which I have become liable to pay under the General Provident Fund Rules, no prior assignment of the within policy exists.

Dated thisday of 19 ..

Signature of subscriber

One witness to signature

APPENDIX VI

(See para 23)

(1)

Forms of Reassignment and Assignment by the Indian Institute of Technology, _____

All sums which have become payable by the above named _____ under the provisions governing the Contributory Provident Fund, Indian Institute of Technology _____ having been paid and all liability for payment by him of any such sums in the future having ceased the Institute do hereby reassign the within policy of assurance to the said

Dated this day of 19 ..

Executed by
.....Registrar of the Institute for the on behalf of the Indian Institute of Technology, _____

Signature of the Registrar

(One witness who should add his designation and address)

(2)

The above-named _____ having died on the _____ DAY OF _____ 19 .., the Indian Institute of Technology, _____ do hereby assign the within policy of assurance to _____*

* Fill in particulars of persons legally entitled to receive the policy.

Dated thisday of19

Executed by

Registrar of the Institute and on
behalf of the Indian Institute of
Technology, _____

(Signature of the
Registrar)

(One witness who should add his designation and address)

* Fill in particulars of persons legally entitled to
receive the policy.

APPENDIX VI

(3)

Forms of Reassignment by the Indian Institute of
Technology, _____.

...

The Indian Institute of Technology, _____

do hereby re-assign the within policy to the said _____

Dated this _____ day of _____ 19 .

Executed by _____

_____ Registrar of the Indian Institute of
Technology, _____ for and on behalf of the
Indian Institute of Technology, _____

(Signature of the Registrar)

(One witness who should add his
designation and address).

APPENDIX VIISee Para 34

Subscriber's Statement of Account for the
year ending 31-3-19 .

Name of subscriber

Number of Account

| Particulars | Opening balance | Depo- sits | Inte- rest | Total | With- draw- als | Closing Balance |
|---|--------------------|---------------|---------------|-------|-----------------------|--------------------|
| Subscriptions and refund of withdrawals | | | | & | | |
| Institute contribu- tions | | | | | | |

Total :

- Note:**
- (i) The subscriber should satisfy himself as to the correctness of the statement and to bring errors, if any, to the notice of the Accounts Officer within 3 months from the date of receipt of the statement. If no intimation is received from the subscriber within this period it shall be assumed that he has accepted the statement.
 - (ii) The subscriber should state whether he desires to make any alteration in any nomination made under the rules of the Fund.
 - (iii) In cases where the subscriber has made no nomination in favour of a member of his

family owing to his having no family at the time but acquired a family thereafter the fact should be reported to the Registrar forthwith.

Dated

Accounts Officer
Indian Institute of Technology

(Portion to be returned to
the Accounts Officer)

I hereby acknowledge receipt of the Annual Statement of my Contributory Provident Fund Account for the year 19... and/but do not accept the balance shown therein as correct for the reason given overleaf.

Reasons if any, for the non-acceptance of the balance with particulars necessary in support.

INDIAN INSTITUTE OF TECHNOLOGY DELHI

(See Statute 17(1))

LEAVE PROVISIONS**1. APPLICABILITY**

The provisions contained in this Schedule shall apply to all employees of the Institute.

2. DEFINITIONS

In this Schedule unless the context otherwise require

- (a) "Commutated Leave" means leave as provided under Paragraph 17.
- (b) "Completed years of service" means continuous service of the specified duration under the Institute and includes periods spent on duty as well as on deputation and extraordinary leave.
- (c) "Earned leave" means leave earned in respect of periods spent on duty.
- (d) "Half-pay Leave" means leave earned in respect of completed years of service calculated according to the provisions hereinafter contained.
- (e) "Leave" includes earned leave, half-pay leave, commuted leave, leave not due and extraordinary leave.

3. RIGHT OF LEAVE

Leave cannot be claimed as of right and when the exigencies so demand leave of any description may be refused or revoked by the authority empowered to sanction the leave.

4. AUTHORITY EMPOWERED TO SANCTION LEAVE

- (1) Applications for leave shall be addressed to the Board by the Director and to the Director by the other members of the staff.
- (2) Leave may be sanctioned by the Director or by a member of the staff to whom the power has been delegated by the Director.
- (3) The Board may sanction leave to the Director, but the Director can avail himself of casual leave on his own authority.

5. COMMENCEMENT AND TERMINATION OF LEAVE

- (1) Leave ordinarily begins from the date on which leave as such is actually availed of and ends on the day preceding the one on which duty is resumed.
- (2) Sundays and other holidays or the vacation may be prefixed as well as suffixed to leave, subject to any limit of absence on leave prescribed under each category of leave.

6. COMBINATION OF LEAVE

Except as otherwise provided in this Schedule, any kind of leave under these provisions may be granted in combination with or in continuation of any other kind of leave, subject to any limit on the aggregate period of absence as may be prescribed in such cases.

7. GRANT OF LEAVE BEYOND THE DATE OF RETIREMENT AND IN THE EVENT OF RESIGNATION

- (1) No leave shall be granted beyond the date on which a member of the staff must compulsarily retire.

Provided that the authority empowered to grant leave may allow any member of the staff who had been denied earned leave in whole or in part on account of exigencies of service, the whole or any portion of the earned leave so denied even though it extends to a date beyond the date on which such member of the staff must compulsarily retire.

Provided further that a member of the staff whose service has been extended in the interest of public service beyond the date of his compulsory retirement, may be granted earned leave as under:

- (i) during the period of extension any earned leave due in respect of the period of such extension, and to the extent necessary the earned leave which would have been granted to him under the preceding proviso had he retired on the date of compulsory retirement;
- (ii) after the expiry of the period of extension
 - (a) the earned leave which could have been granted to him under the preceding proviso, had he retired on the date of compulsory retirement, diminished by the amount of such leave as availed of during the period of extension and
 - (b) any leave earned during the period of extension as has been formally applied for as preparatory to final cessation of his duties in sufficient time during the period of extension and refused to him on account of exigencies of public service;

(iii) in determining the amount of earned leave due during the period of extension, the earned leave, if any, admissible under the preceding proviso shall be taken into account.

NOTE: For the purpose of this paragraph, a member of the staff may be deemed to have been denied leave only if a sufficient time before the date on which he must compulsorily retire or the date on which his duties finally cease he has either formally applied for leave and been refused it on the ground of exigencies of service or has ascertained in writing from the sanctioning authority that leave if applied for would not be granted on the aforesaid ground.

(2) If any employee of the Institute resigns, he shall not be granted either prior or subsequent to his resignation, any leave due to his credit provided that the Director, may, in any case, grant leave to an employee prior to his resignation if, in the opinion of the Director, the circumstances of the case justify such grant of leave.

8. CONVERSION OF ONE KIND OF LEAVE INTO ANOTHER KIND

1. At the request of a member of the staff the sanctioning authority may convert any kind of leave including extraordinary leave, retrospectively into leave of a different kind which may be admissible as on the day on which the member of staff proceeded on leave; but the member of the staff

cannot claim such conversion as a matter of right.

2. If one kind of leave is converted into another the amount of leave salary and allowances admissible shall be recalculated and the arrears of leave salary and allowances paid or amounts overdrawn recovered, as the case may be.

9. REJOINING OF DUTY ON RETURN FROM LEAVE ON MEDICAL GROUNDS

A member of the staff who has been granted leave on medical certificate shall be required to produce a medical certificate of fitness before resuming duty.

10. REJOINING OF DUTY BEFORE THE EXPIRY OF LEAVE

Except with the permission of the authority which granted the leave, no member of the staff on leave may return to duty before the expiry of the period of leave granted to him.

11. GENERAL

- (1) Leave should always be applied for and sanctioned before it is taken, except in cases of emergency and for satisfactory reasons.
- (2) Continuous temporary service followed by permanent service without any break shall be included in permanent service for the purpose of computation of leave.

12. KINDS OF LEAVE

The following kinds of leave shall be admissible to members of the staff:

- (a) Casual Leave

- (b) Special Casual Leave
- (c) Special Leave
- (d) Half-pay Leave
- (e) Commuted Leave
- (f) Earned Leave
- (g) Extraordinary Leave
- (h) Maternity Leave
- (i) Hospital Leave
- (j) Quarantine Leave
- (k) Leave not due

13. CASUAL LEAVE

- (1) Casual leave is not earned by duty. A member of the staff on casual leave is not treated as absent from duty and his pay is not intermitted. Casual leave cannot be claimed as of right and its grant is always subject to the exigencies of service and subject to a maximum of 12 days in the aggregate in a calendar year.
- (2) Casual leave may be granted at the discretion of the sanctioning authority, as and when occasion arises, provided that the total period of absence including Sundays and other holidays intervening, prefixed or suffixed shall not ordinarily exceed eight days at a time. Sundays and holidays, whether intervening, prefixed or suffixed, shall not be counted as casual leave.
- (3) Casual leave cannot be combined with any other kind of leave.

14. SPECIAL CASUAL LEAVE

- (1) Special casual leave, not counting towards ordinary casual leave, may be granted to a member of the staff when he is -
 - (i) summoned to serve as a Juror or Assessor or to give evidence before a court of law as a

- witness in a civil or a criminal case in which his private interests are not at issue;
- (ii) deputed to attend a reference library of other Institutes or conferences and scientific gatherings of learned and professional societies in the interest of the Institute;
- (iii) required to be absent for any other purposes approved by the Board of Governors.
- (2) The period of such leave admissible in a year shall ordinarily not exceed fifteen days but should, however, be sufficient to cover the period of absence necessary. The conditions under which such leave will be granted will, if necessary, be laid down by the Board.

15. SPECIAL LEAVE

Members of the staff deputed for practical training in or out of India shall be entitled to special leave as may be determined by the Board in each case.

16. HALF-PAY LEAVE

- (1) The half-pay leave admissible to a member of the staff in respect of each completed year of service shall be 20 days.
- (2) Half-pay leave may be granted to a member of the staff on medical certificate or on private affairs. No half-pay leave may be granted to a member of the staff in temporary appointment except on medical certificate.

Provided that in case of a temporary member of staff, no half-pay leave will be granted unless the authority competent to sanction leave is ready to believe that the officer will return to

duty on the expiry of the leave, except in the case of an officer who has been declared completely and permanently incapacitated for further service by medical authorities.

17. COMMUTED LEAVE

- (1) Commuted leave not exceeding half the amount of half-pay leave may be granted on medical certificate to a member of the staff subject to the following conditions:
 - (a) The commuted leave during the entire period of service shall be limited to a maximum of 240 days.
 - (b) When commuted leave is granted, twice the amount of such leave shall be debited against half-pay leave due.
 - (c) The total duration of earned leave and commuted leave taken in conjunction shall not exceed 240 days provided that no commuted leave may be granted under this provision unless the authority competent to sanction leave has reason to believe that the officer will return to duty on its expiry.

18. EARNED LEAVE

Earned leave admissible to members of the vacation staff

- (1) During the period of an academic year, the period of vacation for an employee entitled to it will be 60 days.
- (2) In case such a member of staff is required to remain on duty during the whole or any

part of the vacation, he shall be eligible to the following amount of earned leave on full pay:

| <u>Duration of duty during vacation</u> | <u>Eligibility to earned leave on full pay</u> |
|---|---|
| Entire vacation | 30 days |
| Part of vacation | $30 \times \frac{\text{No. of days of vacation not availed of}}{\text{No. of days of the entire vacation}}$ |

Earned leave admissible to members of the non-vacation staff

- (3) The earned leave admissible to a member of the staff in permanent employ other than vacation staff shall be 1/11th of the period spent on duty.
- (4) In the case of members of the staff not in permanent employment,, the earned leave admissible during the first year of service shall be 1/22nd of the period spent on duty and thereafter 1/11th of the period spent on duty.
- (5) A member of the staff not in permanent employment, appointed without interruption of duty to a permanent post, shall be credited with the earned leave which would have been admissible if his previous duty had been in permanent employment, diminished by any earned leave already taken. Leave is not an interruption of duty for the purpose of this rule.

Limits of accumulation and grant (applicable to all members of the staff)

- (6) A member of the staff shall cease to earn such leave when the earned leave amounts to 180 days.
- (7) The maximum amount of earned leave that can be granted to a member of the staff at a time shall be 120 days. Earned leave may be granted for a

period exceeding 120 days if the entire leave so granted or any portion thereof is spent outside India, Burma, Ceylon, Nepal and Pakistan, provided that when earned leave exceeding 120 days is so granted the period of such leave spent within India, Burma, Ceylon, Nepal and Pakistan, shall not in the aggregate exceed 120 days.

19. EXTRAORDINARY LEAVE

- (1) Extraordinary leave shall always be without leave salary and may be granted when no other kind of leave is admissible or when other leave being admissible, the member of the staff concerned specifically applied in writing for the grant of extraordinary leave.
- (2) The period of extraordinary leave shall not count for increment except when such leave is granted due to sickness on medical certificate or for prosecuting higher studies, provided that in case of any doubt whether the extraordinary leave taken was for prosecuting higher studies or not, the decision of the Chairman shall be final.
- (3) (a) Except in the case of a permanent employee, the duration of extraordinary leave on any one occasion shall not exceed the following limits:
 - (i) three months;
 - (ii) six months, in cases of employee who has completed three years continuous service on the date of expiry of the leave admissible to him under the rules, and his request for such leave is supported by a Medical Certificate;

(iii) eighteen months where the employee is suffering from tuberculosis or leprosy and undergoing treatment in a recognised clinic or under a specialist.

(b) Where an employee other than a permanent employee fails to resume duty on expiry of the maximum amount of extraordinary leave granted to him, or where such an employee who was granted a lesser amount of extraordinary leave than the maximum amount admissible to him, remains absent from duty for any period which, together with the period of extraordinary leave granted to him exceeds the limit up to which he could have been granted extraordinary leave under sub-rule (a), he shall, unless the Board in view of the exceptional circumstances of the case otherwise determine, be deemed to have resigned his appointment and shall cease to be in Institute employ.

(4) The authority empowered to grant leave may commute retrospectively the period of absence without leave into extraordinary leave.

NOTE: The power of commuting retrospectively periods of absence without leave into extraordinary leave is absolute and not subject to the conditions mentioned in (i) above.

20. MATERNITY LEAVE

(1) Maternity leave may be granted to a woman member of the staff on full pay for a period which may extend up to the end of three months from the date of its commencement or to the end of six weeks from the date of confinement, whichever is earlier.

Maternity leave may also be granted in cases of miscarriage including abortion, subject to the condition that the leave applied for does not exceed six weeks and the application for leave is supported by a medical certificate.

- (2) Maternity leave shall not be debited to the leave account.
- (3) Maternity leave may be combined with leave of any other kind except casual leave but any leave applied for in continuation of maternity leave may be granted only if the application is supported by a medical certificate.

21. HOSPITAL LEAVE

- (1) Hospital leave may be granted to a member of the staff under medical treatment for illness or injury if such illness or injury is directly due to risks incurred in the course of his official duty. This concession will be available to such members of the staff, the nature of whose duties exposes them to such illness or injury and whose appointing authority is the Director.
- (2) Hospital leave may be granted on leave salary, either average or half average as the authority granting it may consider necessary.
- (3) Members of staff eligible for Hospital leave will be entitled to such leave without any restriction on the quantum of leave and the leave can be granted for such period as is considered necessary by the authority competent to grant it.

- (4) Hospital leave is not debited against the leave account and may be combined with any other leave which may be admissible, provided that the total period of leave after such combination shall not exceed 28 months.

21-A QUARANTINE LEAVE

- (1) Quarantine leave is granted when a member of staff is precluded under orders of the competent medical authority from attending office in consequence of an infectious disease in his family or household. Such leave can be granted only on the certificate of a medical or public health officer. Maximum duration of Quarantine leave is ordinarily twenty one days and may be extended upto thirty days in exceptional circumstances. Any absence beyond these limits has to be treated as regular leave. A member of staff on Quarantine leave is not treated as absent from duty and his pay is not interrupted.
- (2) Quarantine Leave is not admissible if the member of staff himself is suffering from an infectious disease.
- (3) Cholera, Small-pox, Plague, Diphtheria, Typhus fever and Cerebrospinal Meningitis can be treated as infectious diseases for the grant of Quarantine leave. In the case of Chicken-pox, however, no Quarantine leave can be granted unless the Health Officer considers that in view of some doubt about the nature of the disease there is reasons for grant of such leave.

21-B LEAVE NOT DUE

- (1) Save as in the case of leave preparatory to retirement, leave not due may be granted to a permanent member of staff both on medical certificate and on private affairs for a period not exceeding 360 days during his entire service out of which not more than 180 days in all can be on private affairs.
- (2) Leave not due shall be granted to a member of staff only if the sanctioning authority is satisfied that there is reasonable chance of the member of staff returning to duty on expiry of leave and shall be limited to half-pay leave which he is likely to earn thereafter.
- (3) Leave not due is admissible when no other kind of leave is due and admissible.
- (4) A member of staff while on leave not due is entitled to the same leave salary as during half-pay leave.

22. VACATION AND LEAVE SALARY

- (1) An employee of the Institute entitled to vacation shall be eligible for pay and allowances at full rates during the period of vacation.
- (2) (a) Except as provided in sub-para 22 (2) (b) below, a member of staff on earned leave, is entitled to the leave salary equal to the average monthly pay drawn during the 10 complete months immediately preceding the month in which the leave commences or the substantive pay to which he is entitled immediately before the commencement of the leave, whichever is greater.

- (b) A member of the staff who proceeds on earned leave from a post the maximum of which does not exceed Rs.110/- per month is entitled to leave salary equal to the pay drawn immediately before proceeding on leave.
- (3) A member of staff on half pay leave is entitled to leave salary equal to the half amount specified in sub-para (2)(a) or (2)(b) as the case may be subject to a maximum of Rs.750/- provided that the limit will not apply if the leave is on medical certificate.
- (4) A member of the staff on commuted leave is entitled to leave salary equal to twice the amount admissible under sub-rule (3).

23. INCREMENT DURING LEAVE

If the increment falls during the leave other than casual leave, the effect of increase in pay shall be given from the day following the date of expiry (last day) of the leave as such, without prejudice to the normal date of increment.

24. LIMIT OF TOTAL ABSENCE

A member of staff ceases to be in the service of the Institute if he is continuously absent from duty for five years, whether with or without leave, unless such absence is absence on foreign service in India.

SCHEDULE 'E'

INDIAN INSTITUTE OF TECHNOLOGY DELHI

(See Statute 16A)

CONTRIBUTORY PROVIDENT FUND-GUM-GRATUITY SCHEME
OF THE INDIAN INSTITUTE OF TECHNOLOGY DELHIApplication, etc.

1. (1) The provisions contained in this Schedule shall apply to the employees specified in clause (1) of Statute 16A.
- (2) If an employee admitted to the benefit of the Fund was previously a subscriber to any contributory/non-contributory Provident Fund of the Central Government/State Government or of a body corporate owned or controlled by Government or an autonomous organisation registered under the Societies Registration Act 1860, the amount of his accumulations in the Contributory or non-Contributory Provident Fund shall be transferred to his credit in the Fund.
- (3) Every employee of the Institute entitled to the benefits of the Fund shall be required to sign a written declaration in the Form set-forth in Appendix I that he has read this Schedule and agreed to abide by the provisions contained in it.

Definition

2. In this schedule, unless the context otherwise requires:
 - (i) "Accounts Officer" means the Accounts Officer of the Institute;
 - (i₁) "Audit Officer" means the (Internal) Audit Officer of the Institute;

(iii) "Emoluments" means pay including dearness pay, if any, leave salary, or subsistence grant and includes any remuneration of the nature of pay (including dearness pay, if any) received in respect of foreign service;

(iv) "Family means -

(a) in the case of a male subscriber, the wife or wives and children of a subscriber, and the widow, or widows and children of a deceased son of the subscriber.

Provided that, if a subscriber proves that his wife has been judicially separated from him or has ceased under the customary law of the community to which she belongs to be entitled to maintenance she shall henceforth be deemed to be no longer a member of the subscriber's family in matters to which this schedule relates, unless the subscriber subsequently indicates by express notification in writing to the Registrar that she shall continue to be so regarded;

(b) in the case of a female subscriber, the husband and children of the subscriber, and the widow or widows and children of a deceased son of the subscriber;

Provided that if a subscriber by notification in writing to the Registrar expresses her desire to exclude her husband from her family, the husband shall henceforth be deemed to be no longer a member of the subscriber's family in matters to which this schedule relates, unless the subscriber subsequently cancels formally in writing her notification excluding him.

NOTE: I "Children" means legitimate children.

NOTE II - An adopted child shall be considered to be a child when the Registrar, or if any doubt arises in the mind of the Registrar, the Law Officer of the Institute, is satisfied that under the personal law of the subscriber, adoption is legally recognised as conferring the status of a natural child, but in this case only:

- (v) "Foreign Service" means service in which an employee of the Institute receives his substantive pay with the sanction of the Board from any source other than the fund of the Institute;
- (vi) "Fund" means the New Contributory Provident Fund of the Institute;
- (vii) "Leave" means any variety of leave provided for in Schedule 'D' as may be applicable to the subscriber;
- (viii) "pay" means the amount drawn monthly by an employee of the Institute as -
 - (i) the pay, other than special pay or pay granted in view of his personal qualification, which has been sanctioned for a post held by him substantively or in an officiating capacity;
 - (ii) special pay and personal pay, and
 - (iii) any other remuneration which may be specially classed as pay by the Board;
- (ix) "Subscription" means the amount paid by the subscriber and "contribution" means the amount contributed by the Institute;
- (x) "Year" means a financial year.

Constitution and management of the Fund

3. (1) The Fund, which shall be maintained in rupees, shall be constituted with subscriptions paid by the subscribers and contributions made by the Institute and shall include interest paid to the credit of the account of the subscribers under sub-paragraph (1) of paragraph 10.
- (2) The management of the Fund is vested in the Board. Subject to the control and direction of the Board, the Director shall administer the fund for and on behalf of the Board.
- (3) The Fund shall be deposited, in the name of the Fund, with the State Bank of India. The deposit be made as soon as possible after the monthly accounts are closed.
- (4) The Institute may, from time to time, invest such part of the Fund, as may be considered expedient, in the National Plan Savings Certificate and/or other investments covered by section 20 of the Indian Trusts Act 1882 (2 of 1882) as the Board may determine, interest or profit realised on such investments being credited to the Institute as Miscellaneous Receipts.

All investments and securities shall be held in the name of the Institute.

Nomination

4. (1) A subscriber shall, at the time of joining the Fund, send to the Registrar a nomination, conferring on one or more persons the right to receive the amount that may stand to his credit in the Fund, in the event of his death before that amount has become payable, or having become payable, has not been paid.

Provided that if, at the time of making the nomination the subscriber has a family, the nomination shall not be in favour of any person or persons other than the member of his family:

Provided further that the nomination made by the subscriber in respect of any other Provident Fund to which he was subscribing before joining the Fund, shall, if the amount to his credit in such other fund has been transferred to his credit in this fund, be deemed to be a nomination duly made under this rule until he makes a nomination in accordance with this sub-paragraph.

NOTE: In this Paragraph, unless the context otherwise requires, "person" or "persons" shall include a Company or Association or body of individuals, whether incorporated or not.

- (2) If a subscriber nominates more than one person under sub-paragraph (1), he shall specify in the nomination the amount or share payable to each of the nominee in such manner as to cover the whole of the amount that may stand to his credit in the Fund at any time.
- (3) Every nomination shall be in such one of the Forms set forth in Appendix II as is appropriate in the circumstances.
- (4) A subscriber may, at any time, cancel his nomination by sending a notice in writing to the Registrar:
 Provided that the subscriber shall along with such notice send a fresh nomination made in accordance with the provisions of this paragraph.

(5) A subscriber may provide in a nomination -

(a) in respect of any specified nominee that in the event of his nominee predeceasing the subscriber, the right conferred upon that nominee shall pass to such other person as may be specified in the nomination:

Provided such other person or persons shall, if the subscriber has other members of his family, be such other member or members. Where the subscriber confers such a right on more than one person under this clause, he shall specify the amount or share payable to each of such persons in such a manner as to cover the whole of the amount payable to the nominee:

(b) that the nomination shall become invalid in the event of the happening of a contingency specified therein;

Provided that if at the time of making nomination the subscriber has no family, he shall provide in the nomination that it shall become invalid in the event of his subsequently acquiring a family:

Provided further that if at the time of making the nomination the subscriber has only one member of the family, he shall provide in the nomination that the right conferred upon the alternate nominee under clause (a) shall become invalid in the event of his subsequently acquiring other member or members in his family.

~~(6)~~ Immediately on the death of a nominee in respect of whom no special provision has been made in the nomination under clause (a) of sub-para (5) or on the

occurrence of any event by reason of which the nomination becomes invalid in pursuance of clause (b) of sub-para (5) or the proviso thereto, the subscriber shall send to the Registrar a notice in writing cancelling the nomination together with a fresh nomination made in accordance with the provisions of this paragraph.

- (7) Every nomination made and every notice of cancellation given by a subscriber shall, to the extent that it is valid, take effect, on the date on which it is received by the Institute;
- (8) An up-to-date Register shall be maintained by the Institute to record all nominations.

Subscribers' Accounts

5. An account shall be opened in the name of each subscriber in the Form set forth in Appendix III, in which shall be shown -
- (i) the subscriber's subscriptions;
 - (ii) contributions made under paragraph 9 by the Institute to his account;
 - (iii) interest, as provided by paragraph 10, on subscription;
 - (iv) interest, as provided by paragraph 10, on contributions;
 - (v) advance and withdrawals from his account.

CONDITION AND RATES OF SUBSCRIPTION

6. (1) Every subscriber shall subscribe monthly to the Fund when on duty or on foreign service but not during a period of suspension: Provided that a subscriber on reinstatement after a period passed under suspension shall be allowed the option of paying in one sum, or in instalments, any sum not exceeding the maximum

amount of arrears of subscriptions permissible for that period.

- (2) A subscriber may, at his option, not subscribe during leave other than leave on average pay or earned leave of less than 30 days' duration by sending a notice in writing to the Registrar before or soon after proceeding on leave.

Failure to make due and timely intimation shall be deemed to constitute an election to subscribe.

The option of a subscriber intimated under this subparagraph shall be final;

- (3) A subscriber who has, under paragraph 29, withdrawn the amount of subscriptions and interest thereon, shall not subscribe to the Fund after such withdrawal, unless he returns to duty.

7. (1) The amount of subscription shall be fixed, subject to the following conditions:-

(a) It shall be expressed in whole rupees (50 Paise and above counting as the next higher rupee).

(b) It may be any sum, not less than $8\frac{1}{3}$ per cent of the emoluments.

(2) For the purposes of clause (b) of sub-para (1) the emoluments of subscriber shall be -

the emoluments to which he was entitled on the 31st March of the preceding year.

- 3) The amount of subscription so fixed may be enhanced or reduced only once during the course of a year.

-- Provided that if a subscriber is on duty for a part of a month and on leave for the remainder of --
the month and if he has elected not to subscribe during the leave the amount of subscription payable shall be proportionate to the number of days spent on duty in the month.

, When a subscriber is temporarily transferred to foreign service (elsewhere) or sent out of India, he shall remain, subject to the provisions contained in this schedule in the same manner as if he were not so transferred or sent out.

Realisation of subscriptions

- a. (1) When emoluments are drawn from the funds of the Institute, recovery of subscriptions on account of these emoluments and of the principal and interest of advance shall be made from the emoluments themselves.
- (2) When emoluments are drawn from any other source, the subscriber shall forward his dues monthly to the Institute.

Contribution by the Institute

9. (1) The Institute shall, with effect from the 31st March of each year, make a contribution to the account of each subscriber.

Provided that if a subscriber quits the service or dies during a year, contribution shall be credited to his account for the period between the close of the preceding year and the date of the casualty.

Provided further that no contribution shall be payable in respect of any period for which the subscriber is permitted under this Schedule not to, or does not, subscribe to the Fund.

- (2) The contribution shall be a sum representing 8 per cent of the emoluments of the subscriber, drawn on duty during the year or for a period in the year as the case may be.
- (3) Should a subscriber elect to subscribe during leave,

his leave salary shall, for the purpose of this rule, be deemed to be emoluments drawn on duty.

- (4) The amount of any contribution payable in respect of a period of foreign service shall, unless it is recovered from the employer, be recovered by the Institute from the subscriber.
- (5) The amount of contribution payable shall be rounded to the nearest whole rupee (50 paise and above counting as the next higher rupee).

Interest

10. (1) The Institute shall pay to the credit of the account of a subscriber interest at such rate as the Central Government may, from time to time, prescribe in the case of their employees.
- (2) Interest shall be credited with effect from the 31st March of each year in the following manner:
 - (i) on the amount at the credit of a subscriber on the 31st March of the preceding year, less any sums withdrawn during the current year - interest for twelve months;
 - (ii) on sums withdrawn during the current year - interest from the 1st April of the current year up to the last day of the month preceding the month of withdrawal;
 - (iii) on all sums credited to the subscriber's account after the 31st March of the preceding year - interest from the date of deposit upto the 31st March of the current year;
 - (iv) the total amount of interest shall be rounded to the nearest rupee in the manner provided in sub-paragraph (5) of Paragraph 9.

Provided that when the amount standing at the credit of a subscriber has become payable, interest shall thereupon be credited under this sub-paragraph in respect only of the period from the beginning of the current year or from the date of credit as the case may be up to the date on which the amount standing at the credit of the subscriber becomes payable.

- (3) For the purpose of this paragraph, the date of credit shall be deemed to be first day of the month in which it is credited.

Provided that where there has been a delay in the drawal of pay or leave salary and allowance of a subscriber and consequently in the recovery of his subscription towards the Fund, the interest on such subscriptions shall be payable from the month in which the pay or leave salary of the subscriber was due, irrespective of the month in which it was actually drawn.

- (4) In all cases interest will be paid in respect of balance at the credit of a subscriber up to the close of the month preceding that in which payment is made or up to the end of sixth month after the month in which such amount became payable whichever of these periods be less.
- (5) Subject to the provision of sub-paragraph (4), no interest shall be paid in respect of any period after the date which the Registrar has intimated to that person or his agent as the date on which he is prepared to make payments.

Advance from the Fund

10. A temporary advance may be granted to a subscriber from the amount standing to his credit in the Fund at the discretion of the authority specified in paragraph 12 subject to

the following conditions:

- (a) No advance shall be granted unless the sanctioning authority is satisfied that the applicant's pecuniary circumstances justify it, and that it will be expended on the following object or objects and not otherwise;
- (i) to pay expenses in connection with the prolonged illness or confinement of the applicant or any person actually dependent on him;
 - (ii) to pay for the overseas passage for reasons of health or education of the applicant or any person actually dependent on him;
 - (iii) to pay obligatory expenses on a scale appropriate to the applicant's status in connection with marriages, funerals or ceremonies which by religion it is incumbent on him to perform;
 - (iv) to pay for expenses outside India in connection with the education, beyond high school stage, of the applicant or any person actually dependent on him;
 - (v) to pay for expenses of the applicant or any person actually dependent on him in connection with any medical, engineering or other technical or specialised course or other general higher education in India beyond the high-school stage:
 Provided that the duration of the course of study is not less than three years; - - -
 - (vi) to meet cost of his defence where the subscriber is prosecuted by the Government or

Institute in any court of law or where the subscriber engages any legal practitioner to defend him in an enquiry in respect of any alleged official misconduct on his part;

- (vii) to meet the cost of legal proceedings instituted by the subscriber for vindicating his position in regard to any allegations made against him in respect of any act done or purporting to have been done by him in the discharge of his official duty;

NOTE: An advance under sub-clause (vi), shall be available to the applicant in addition to any advance admissible for the same purpose from any other Government source but the advance under the said sub-clause shall not be admissible to a subscriber either in respect of any legal proceedings instituted by him in any court of law against the Government/Institute as regards any penalty imposed on him or any condition of service or in respect of any legal proceedings in regard to any matter unconnected with his official duties.

- (b) An advance shall not, except for special reasons, exceed three months' pay, and shall in no case exceed the amount of subscription and interest thereon standing to the credit of the subscriber in the Fund.
- a) An advance shall not, except for special reasons, be granted until at least twelve months after the final repayment of all previous advances together with interest thereon.

- (d) The sanctioning Authority shall record in writing the special reasons where advance is sanctioned for such reasons.
- (e) An application for temporary advance from the Fund shall be submitted in the Form set forth in Appendix IV.
12. (1) A temporary advance from the Fund to the subscriber other than the Director shall be sanctioned by the Director, who may, at his discretion, delegate this work to the Deputy Director and the Registrar.
- (2) A temporary advance from the Fund to the Director shall require the sanction of the Chairman.
13. (1) An advance shall be recovered from the subscriber in such number of equal monthly instalments as the sanctioning authority may direct; but such number shall not be less than twelve unless the subscriber so elects, or in any case not more than twenty-four.
- A subscriber may, at his option, make repayment in a smaller number of instalments than that prescribed. Each instalment shall be a number of whole rupees, the amount of the advance being raised or reduced, if necessary, to admit of the fixation of such instalments.
- (2) (a) Recovery shall be made in the manner provided in paragraph 8 for the realisation of subscription and shall commence with the issue of pay for the month following the one in which the advance was drawn.
- (b) Recovery shall not be made, except with the subscriber's consent while he is on leave or in receipt of subsistence grant and may be postponed

by the sanctioning authority during the recovery of the advance of pay granted to the subscriber.

- .(3) If more than one advance has been made to a subscriber, each advance shall be treated separately for the purpose of recovery.
- (4) After the principal of the advance has been fully repaid, interest shall be paid thereon at the rate of one-fifth per cent. of the principal for each month or broken portion of a month during the period between the drawal and complete repayment of the principal.
- (5) (a) Interest shall ordinarily be recovered in one instalment in the month after complete repayment of the principal; but if the period referred to in sub-paragraph (4) exceeds twenty months, interest may, if the subscriber so desires be recovered in two equal monthly instalments and the rest of recovery shall be that provided in sub-paragraph (2).
- (b) Payment shall be rounded off to the nearest rupee in the manner provided in sub-paragraph (5) of paragraph 9.
- (6) Recoveries made under this paragraph shall be credited, as they are made, to the account of the subscriber in the Fund.

Withdrawal from the fund

- 14. (1) Subject to the conditions specified hereunder withdrawals may be sanctioned by the Chairman, in the case of a withdrawal by the Director and by the Director in any other case, at anytime after the completion of 20 years of service (including broken periods of service, if any), of a subscriber or within 10 years before the date of his retirement on superannuation, whichever is earlier, from the

amount of subscriptions and interest thereon standing to the credit of the subscriber in the Fund for one or more of the following purposes, namely:

- (a) Meeting the cost of higher education, including where necessary, the travelling expenses of any child of the subscriber in the following cases, namely:
 - (i) for education outside India for academic, technical, professional or vocational courses beyond the High School stage, and
 - (ii) for any medical, engineering or other technical professional or specialised course or other general higher education in India beyond the High School stage, provided that the course of study is for not less than three years.
- (b) Meeting the expenditure in connection with the marriage of the subscriber's son or daughter and any other female relation actually dependent on him.
- (c) Meeting the expenses in connection with the illness including where necessary, the travelling expenses of the subscriber or any person actually dependent on him.
- (d) Building or acquiring a suitable house for his residence including the cost of the site or repaying any outstanding amount on account of loan or expressly taken for this purpose or reconstructing, making additions or alterations to a house already owned or acquired by the subscriber.
- (e) Purchasing a house site or repaying any outstanding amount on account of loan expressly taken for this purpose.

- (f) For constructing a house on a site purchased utilising the sum withdrawn under clause (e).

NOTE A subscriber who has availed himself of an advance for house building purpose or has been allowed any assistance in this regard from any other Government source, shall be eligible for the grant of final withdrawal under clauses (d), (e) and (f) for the purposes specified therein and also for the purpose of repayment of any loan taken under the aforesaid scheme, subject to the limit specified in sub-para (1) of para 15.

- (2) The actual withdrawal from the Fund shall be made only on receipt of an authorisation from the Accounts Officer who shall arrange this as soon as the formal sanction of the sanctioning authority has been issued.

15. (1) Any sum withdrawn by a subscriber at any one time for one or more of the purpose specified in paragraph 14 from the amount standing to his credit in the Fund shall not ordinarily exceed one-half of the amount of subscriptions and interest thereon standing to the credit of the subscriber in the Fund or 6 months' pay whichever is less. The sanctioning authority may, however, sanction the withdrawal of an amount in excess of this limit up to three-fourths of the amount of subscriptions and interest thereon standing to the credit of the subscriber having due regard to (i) the object for which the withdrawal is being made, (ii) the status of the subscriber and (iii) the amount of subscriptions and interest thereon standing to the credit of the subscriber in the Fund.
- (2) A subscriber who has been permitted to withdraw money from the Fund under paragraph 14 shall satisfy

the sanctioning authority within a reasonable period as may be specified by that authority that the money has been utilised for the purpose for which it was withdrawn, and if he fails to do so, the whole of the sum so withdrawn, or so much thereof as has not been applied for the purpose for which it was withdrawn shall forthwith be repaid in one lump sum together with interest thereon at the rate determined under paragraph 10 by the subscriber to the Fund and in default of such payment, it shall be ordered by the sanctioning authority to be recovered from his emoluments either in a lump sum or in such number of monthly instalments, as may be determined by the Institute.

16. A subscriber who has already drawn or may draw in future an advance under paragraph 11 for any of the purposes specified in clauses (a), (b) and (c) of sub-paragraph (1) of paragraph 14 may convert, at his discretion, by written request addressed to the Accounts Officer through the sanctioning authority the balance outstanding against it into a final withdrawal on his satisfying the conditions laid down in paragraphs 14 and 15.

Payments towards Insurance Policies
and Family Pension Funds

17. On written application from a subscriber to the Fund and subject to the conditions contained in paragraph 18 and 25 -

(a) (i) subscriptions to a family pension fund; and
(ii) payments towards an insurance policy, may be - - -
substituted for the whole or part of
subscriptions to the Fund:

(b) the amount of subscriptions with interest thereon standing to the credit of a subscriber in the Fund may be withdrawn to meet:

- (i) payments towards an insurance policy;
- (ii) purchase of a single payment insurance policy;
- (iii) payment of a single premium or subscriptions to a family pension fund:

Provided that both in respect of (a) and (b) the family pension is (i) approved by the Board; and (ii) insurance policy is such as may be legally assigned by the subscriber himself in favour of the Institute and is so assigned by him and is delivered to the Registrar as a security against payment made from the Fund.

18. (1) An insurance policy effected by the subscriber himself on his own life or on the joint lives of the subscriber and his wife which shall be deemed to be a policy on the life of the subscriber himself, may be accepted for assignment in favour of the Institute.
- (2) A policy which has been assigned to the subscriber's wife shall not be accepted unless either the policy is first reassigned to the subscriber or the subscriber and his wife both join in an appropriate assignment.
- (3) An Insurance policy shall be assigned to the Institute by means of an endorsement made on the policy itself in Form (1) or Form (2) or Form (3) of the Forms given in Appendix V according as the policy is on the life of the subscriber or on the joint lives of the subscriber and his wife or the policy has previously been assigned to the subscriber's wife.

- (4) Notice of assignment of a policy shall be given by the subscriber to the Insurance Company, and the acknowledgement of the notice by the Insurance Company shall be sent to the Registrar within three months of the date of assignment.
- (5) Where an Insurance policy has been assigned to the Institute, the Registrar shall satisfy himself by referring to the Insurance Company, where possible, that no prior assignment of the policy exists.
19. (1) Except in the cases of the Hindu Family (pension) Annuity Fund and the Postal Life Assurance Policies in respect of which subscriptions or premiums which are paid by the Institute to the extent of recoveries actually made from the monthly salary bills, the Institute shall not make any payment on behalf of subscribers to Insurance Companies, nor take steps to keep a policy alive.
- (2) A subscriber who desires to substitute his Fund subscriptions in whole or part for payment to a Family Pension Fund or Insurance under clause (a) of paragraph 17 may reduce his subscription to the Fund within its limit:

Provided that except in the cases of subscriptions or premiums mentioned in sub-paragraph (1) the subscriber shall send to the Registrar, within a period of two months from the date of payment, receipts or certified copies of receipts in order to satisfy that the amount by which the subscription to the Fund has been reduced was duly applied for the purposes specified in clause (a) of paragraph 17.

- (3) A subscriber who desires to withdraw any amount under clause (b) of paragraph 17 within limit of his subscription in the Fund shall make arrangements with the Registrar for the withdrawal of the amount to be paid from his subscription in the Fund.

Provided that the subscriber shall send to the Registrar, within a period of two months from the date of payment, receipt or certified copies of receipts in order to satisfy that the amount withdrawn was duly applied for the purposes specified in clause (b) of paragraph 17.

- (4) Any amount withdrawn under clause (a) or (b) of paragraph 17 shall be paid in whole rupees rounded off to the nearest rupee in the manner provided in sub-para (5) of paragraph 9.

20. (1) If the total amount of any subscriptions or payments substituted under clause (a) of paragraph 17 is less than the amount of minimum subscription payable to the Fund under paragraph 7, the difference should be rounded off to the nearest rupee in the manner provided in sub-paragraph (5) of paragraph 9 and paid by the subscriber as a subscription to the Fund.
- (2) If the subscriber withdraws any amount standing to his credit in the Fund for any of the purposes specified in clause (b) of paragraph 17 he shall continue to pay to the Fund the subscriptions payable under paragraph 7.

21. Once an Insurance Policy has been accepted for the purposes of being financed from the Fund, the terms of the Policy shall not be altered nor shall the Policy be exchanged for another Policy without the prior consent

of the Director. Further the premium of Life Insurance Policies assigned under this provision shall not be payable otherwise than annually.

22. The subscriber shall not during the currency of the Policy draw any bonus the drawal of which during such currency is optional under the terms of the policy and the amount of any bonus which under the terms of the policy the subscriber has no option to refrain from drawing during its currency shall be paid forthwith into the Funds by the subscriber or in default recovered by reduction from his emoluments by instalments or otherwise as the Board may direct.
23. (1) Save as provided in sub-paragraph (2) of paragraph 25 when the subscriber :
- (a) quits the service, or
 - (b) has proceeded on leave preparatory to retirement and applies to the Institute for reassignment or return of the Policy, or
 - (c) while on leave, has been permitted to retire or declared by competent medical authority to be unfit for further service and applies to the Institute for reassignment or return of policy, or
 - (d) pays or repays to the Fund the whole of any amount withheld or withdrawn from the Fund for any of the purposes mentioned in sub-clause (ii) of clause (a) of paragraph 17 and sub-clauses (i) and (ii) of clause (b) of paragraph 17 with interest thereon at the rate provided in paragraph 10.
- the Registrar shall, if the policy has been assigned in favour of the Institute under paragraph 18 re-assign

the policy in the first Form set forth in Appendix VI to the subscriber, or to the subscriber and the joint assured, as the case may be, and make it over to the subscriber, together with a signed notice of the re-assignment addressed to the Insurance Company.

(2) Save as provided by sub-paragraph (2) of paragraph 25, when the subscriber dies before quitting the service, the Registrar shall re-assign the policy in the Second Form set forth in Appendix VI to such person as may be legally entitled to receive it, and shall make over the policy to such person together with a signed notice of the reassignment addressed to the Insurance Company.

24. If a policy assigned in favour of the Institute under paragraph 18 matures before the subscriber quits the service, or if a policy on the joint lives of a subscriber and his wife, assigned under the said paragraph falls due for payment by reason of the wife's death, the full amount of the policy shall, on realisation, be credited to the Fund of the subscriber.

25. (1) If the interest of the subscriber in the family pension fund ceases in whole or part for any cause whatsoever, the provident fund account of the subscriber shall forthwith be reimbursed by the amount of the refund, if any, secured by the subscriber from the family pension fund which amount shall, in default of re-imburement, be deducted from the subscriber's emoluments by instalments or otherwise, as the Board may direct.

(2) If the Institute receives notice of --

(a) an assignment (other than an assignment in favour of the Institute under paragraph 18) or

withdrawals from the Fund for such payments prior to the 6th November, 1962.

Provided that such subscribers shall not be permitted to substitute such payments for subscriptions due to the Fund or to withdraw from the Fund for making such payments in respect of any new policy.

28. Circumstances in which Accumulations are payable

When a subscriber quits the service, the amount standing to his credit in the Fund shall, subject to any deduction under paragraph 31, become payable to him.

Provided that a subscriber, who has been dismissed from the service and is subsequently reinstated in the service, shall, if required to do so by the Institute, repay any amount paid to him from the Fund in pursuance of this para with interest thereon at the rate provided in paragraph 10 in the manner provided in the proviso to paragraph 29. The amount so repaid shall be credited to his account in the Fund, the part which represents his subscriptions and interest thereon, and the part which represents the Institute contribution with interest thereon being accounted for in the manner provided in paragraph 5.

29. When a subscriber -

- (a) has proceeded on leave preparatory to retirement or if he is employed in a vacation department, on leave preparatory to retirement combined with vacation, or
- (b) while on leave, has been permitted to retire or declared by competent medical authority to be unfit for further service,

the amount of subscriptions and interest thereon standing to his credit in the Fund shall, upon application made by him in that behalf to the Director, become payable to the subscriber.

Provided that the subscriber, if he returns to duty, shall, if required to do so by the institute, repay to the Fund, for credit to his account, the whole or part of any amount paid to him from the Fund in pursuance of this rule, with interest thereon at the rate provided in paragraph 10, in cash or securities, or partly in cash and partly in securities, by instalments or otherwise, as the Institute may direct.

30. Subject to any deduction under paragraph 31 on the death of a subscriber before the amount standing to his credit has become payable or where the amount has become payable, before payment has been made,

(1) When the subscriber leaves a family -

(a) If a nomination made by the subscriber in accordance with the provisions of paragraph 4 in favour of a member or members of his family subsists, the amount standing to his credit in the Fund or the part thereof to which the nomination relates, shall become payable to his nominee or nominees in the proportion specified in the nomination;

(b) if no such nomination in favour of a member or members of the family of the subscriber subsists, or if such nomination relates only to a part of the amount standing to his credit in the Fund, the whole amount or the part thereof to which ~~the nomination does not relate, as the case~~ may be, shall, notwithstanding any nomination

purporting to be in favour of any person or persons other than a member or members of his family, become payable to the members of his family in equal shares.

Provided that no share shall be payable to -

- (1) Sons who have attained majority;
- (2) Sons of a deceased son who have attained majority;
- (3) Married daughters whose husbands are alive;
- (4) Married daughters of a deceased son whose husbands are alive if there is any member of the family other than those specified in clauses (1), (2), (3) and (4).

Provided also that the widow or widows and the child or children of a deceased son shall receive between them in equal parts only the share which that son would have received if he had survived the subscriber and had been exempted from the provisions of clause (1) of the first proviso;

- NOTE I (i) Any sum payable under this paragraph to a member of the family of a subscriber vests in such member under sub-section (2) of Section 3 of the Provident Funds Act, 1925.
- (ii) When the subscriber leave no family if a nomination made by him in accordance with the provisions of paragraph 4, in favour of any person or persons subsists, the amount standing to his credit in the Fund or the part thereof to which the nomination relates, shall become payable to his nominee or nominees in the proportion specified in the nomination.

NOTE II When a nominee is a dependent of the subscriber as defined in clause (c) of section 2 of the Provident Funds Act, 1925, the amount vests in such nominee under sub-section (2) of section 3 of that Act.

- (2) When the subscriber leaves no family and no nomination made by him in accordance with the provisions of paragraph 4 subsists, or if such nomination relates only to part of the amount standing to his credit in the Fund, the relevant provisions of clause (b) and of sub-clause (ii) of clause (c) of sub-section (1) of section 4 of the Provident Funds Act, 1925, are applicable to the whole amount or the part thereof to which the nomination does not relate.

Deductions

31. Subject to the conditions that no deduction may be made which reduces the credit by more than the amount of any contribution by the Institute with interest thereon credited under paragraph 9 and 10, before the amount standing to the credit of a subscriber in the Fund is paid out of the Fund, the Board may direct the deduction therefrom and payment to the Institute of -

- (a) any amount, if a subscriber has been dismissed from the service for grave misconduct.

Provided that, if the order of dismissal is subsequently cancelled, the amount so deducted shall, on his re-instatement in the service, be replaced at his credit in the Fund;

- (b) any amount, if a subscriber resigns his employment with the Institute within five years of the commencement thereof, otherwise than by reason of

superannuation of a declaration by competent medical authority that he is unfit for further service;

- (c) any amount due under a liability incurred by the subscriber to the Institute.

32. (1) (a) When the amount standing to the credit of a subscriber in the Fund or the balance thereof after any deduction under paragraph 31 becomes payable, it shall be the duty of the Registrar, after obtaining the sanction of the Director and after satisfying himself, when no such deduction has been directed under the paragraph that no deduction is to be made, to make the payment as provided in section 4 of the Provident Funds Act, 1925.

(b) In the case of final payment to the Director from the Contributory Provident Fund, the competent authority to sanction the payment shall be the Chairman.

(2) If the person to whom, under this Schedule, any amount or policy is to be paid, assigned, re-assigned or delivered is a lunatic for whose estate a manager has been appointed in this behalf, the payment or re-assignment or delivery will be made to such manager appointed under the provisions of the Indian Lunacy Act, 1912, and not to the lunatic.

(3) Any person who desires to claim payment under this paragraph shall send a written application in that behalf to the Director. Payment of amounts withdrawn shall be made in India only. The persons to whom the amounts are payable shall make their own arrangements to receive payment in India.

NOTE: When the amount standing to the credit of a subscriber has become payable under paragraph 28, 29 or 30, the Institute shall make arrangement for prompt payment of that portion of the amount standing to the credit of a subscriber in regard to which there is no dispute or doubt, the balance being adjusted as soon after as may be.

Procedure

33. Accumulations in the Fund of which payment has not been taken within six months after they become payable under this Schedule shall be transferred to "Deposits" after the 31st March of the year and treated under the provisions relating to deposits.
34. When paying a subscription in India either by deduction from emoluments or in cash, a subscriber shall quote the number of his account in the Fund, which shall be communicated to him by the Accounts Officer. Any change in the number shall similarly be communicated to the subscriber by the Accounts Officer.
35. (1) As soon as possible after the 31st March of each year and after the Fund accounts have been audited by the Audit Officer, the Accounts Officer shall send to each ~~subscriber~~ a statement of his account in the Fund in the Form set forth in Appendix VII showing the opening balance as on the 1st April of the year, the total amount of ~~deposits~~ during the year and the closing ~~balance~~ on that date.
- The Accounts Officer shall attach to the statement of account an enquiry whether the subscriber -
- (a) desires to make any alteration in any nomination made under paragraph 4;

- (b) has acquired a family (in cases where the subscriber has made no nomination in favour of a member of his family under the provision of subparagraph (1) of paragraph 4.
- (2) Subscribers should satisfy themselves as to the correctness of the annual statement, and errors should be brought to the notice of the Accounts Officer within three months from the date of receipt of the statement. If no intimation is received from the subscriber within this period it shall be assumed that he has accepted the statement.
- (3) Where errors in the annual statement are brought to notice, it shall be the responsibility of the Accounts Officer to reconcile the same for settlement to the satisfaction of the subscriber.

GRATUITY

36. (a) Gratuity shall be granted for good, efficient and faithful service to whole time employees of the Institute and shall exclude the following:
- (i) Casual and non-regular employees;
 - (ii) employees on deputation;
 - (iii) employees on contract basis;
 - (iv) apprentices and Trainees; and
 - (v) re-employed persons
- (b) It shall be granted in the following circumstances:
- (i) Discharge on abolition of post
 - (ii) permanent incapacity due to bodily or mental infirmity
 - (iii) superannuation at the age of 60 years as provided in the Statute 15(2)/13(2), and;
 - (iv) retirement after 30 years' qualifying service.

~~(i) Gratuity~~ shall not be admissible to an employee who resigns from service (voluntary retirement after 30 years' qualifying service shall not constitute resignation) or whose services are terminated for misconduct, insolvency or inefficiency;

(ii) Except in the case of death, gratuity will be admissible only after 5 years' qualifying service.

~~(c) Qualifying~~ services shall mean all service rendered in the Institute after completion of 18 years of age, except periods of service rendered as Apprentice and extra-ordinary leave without leave salary.

(d) (i) Gratuity shall be equal to one fourth of the emoluments for each completed six monthly period of service subject to a maximum of 15 times the emoluments or Rs.24,000 whichever be less.

(ii) In the case of death, the amount of gratuity shall be calculated under (i) or as worked out below, whichever be more:

| | | |
|---|-----------------------|---|
| a) During the first year of service | 2 months' emoluments | Reduced by the amount of Institutes contribution together with interest thereon standing to the credit in the Contributory Provident Fund Account of the employees. |
| b) After one year but before 5 years of service | 6 months' emoluments | |
| c) After completion of 5 years of service | 12 months' emoluments | |

EXPLANATION: For the purpose of this paragraph, "emoluments" means pay including dearness pay, if any, leave salary, or subsistence grant and includes any remuneration of the nature of pay (including dearness pay, if any) received in respect of the foreign service, immediately before his retirement or relinquishment of service, subject to a maximum of Rs.1800/- per month.

37. (1) Every employee shall make a nomination in the form at Appendix VIII conferring on one or more persons of his family the right to receive the gratuity in the event of his death while in service or after quitting service but before payment of gratuity is made, indicating the shares payable to each member. In the case of an employee having no family, the nomination may be made in favour of a person, or persons, or a body of persons, corporate or incorporate.
- (2) In the event of there being no nomination, the gratuity on death may be paid in the manner indicated below:
- (a) If there are one or more surviving members of the family as in (i) to (iv) below, it may be paid to all such members other than any such member who is widowed daughter, in equal shares.
 - (b) If there are no such surviving members of the family but there are one or more surviving widowed daughters and/or more surviving members of the family as in (v) to (ix) below, the gratuity may be paid to all such members, in equal shares.

EXPLANATION: For the purpose of this paragraph, "Family" shall include the following:

- (i) wife in the case of a male employee;

- (ii) husband in the case of female employee;
- (iii) sons including step children and adopted children;
- (iv) Unmarried and widowed daughters;
- (v) Brothers below the age of 18 (including step years and unmarried and widowed sisters; brothers and step sisters
- (vi) Father;
- (vii) Mother;
- (viii) Married daughters; and
- (ix) Children of a pre-deceased son

A P P E N D I X - IFORM I - APPLICATION FOR OPTION
(Statute 16A (2))

I _____, an
 employee of the Indian Institute of Technology _____
 hereby elect to be governed by the Contributory
 Provident Fund-cum-Gratuity Scheme as laid down in
 Statute 16A and in Schedule E to the Statutes of
 the Institute and relinquish my claim to be governed
 by all the terms and conditions including that of
 retirement benefits which were applicable to me
 immediately before the 1st January, 1971. I am
 aware of this fact that this election is final and
 that it shall take effect from the 1st January, 1971.

Signature _____

(Thumb impression, if illiterate)

Designation _____

Date of election _____

Witness :

(1)

(2)

A P P E N D I X - I

FORM II - DECLARATION
(See Paragraph 1 (3).

I _____ (the subscriber)
an employee of the Indian Institute of Technology
at _____ do hereby declare that I have read
the provisions governing the Contributory Provident
Fund-cum-Gratuity Scheme of the Indian Institute of
Technology _____ and agree to abide by them.

Dated this _____ day of 19 _____ Signature of subscriber

Two witnesses to the signature

1. _____

2. _____

A P P E N D I X - II

(See paragraph 4(3))

FORM OF NOMINATION

When the subscriber has a family and wishes to nominate one member thereof,

I hereby nominate the person mentioned below, who is a member of my family as defined in paragraph 2 of the provisions governing the Contributory Provident Fund-cum-Gratuity of the Indian Institute of Technology, _____ to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable or having become payable, has not been paid.

| Name and Address of the nominee | Relation-ship with subscriber | Age | Contingencies on the happening of which the nomination shall become invalid. | Name, address and relationship of the person, if any, to whom the right of the nominee shall pass in the event of his predeceasing the subscriber |
|---------------------------------|-------------------------------|-----|--|---|
| | | | | |

Dated this _____ day of _____ 19____
at _____

Signature of subscriber

Two witnesses to the signature

1. _____
2. _____

APPENDIX II (contd.)

II. When the Subscriber has a family and wishes to nominate more than one member thereof.

I hereby nominate the persons mentioned below who are members of my family as defined in paragraph 2 of the provisions governing the Contributory Provident Fund-cum-Gratuity Scheme of the Indian Institute of Technology _____ to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable, or having become payable has not been paid and direct that the said amount shall be distributed among the said persons in the manner shown below against their names:

| Name and Relation- address ship with of the subscriber nominee | Age | Amount of share of accumula- tions to be paid to each | Contingen- cies on the happening of which the nomination shall become invalid | Name, add- ress and relationship of the per- son, if any, to whom the right of the nominee shall pass in the event of his predeceasing the subscriber |
|---|-----|--|---|--|
| | | | | |

Dated this _____ day of _____ 19
at _____

Signature of subscriber

Two witnesses to the signature

1.

2.

*Note: This column should be filled in so as to cover the whole amount that may stand to the credit of the subscriber in the Fund at any time.

III. When the Subscriber has no family and wishes to nominate one person.

I, having no family as defined in para 2 of the provisions governing the Contributory Provident Fund-cum-Gratuity Scheme of the Indian Institute of Technology _____ hereby nominate the person mentioned below to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable, or having become payable has not been paid.

| Name and address of the nominee | Relation-ship with subscriber | Age | *Contingen-cies on the happening of which the nomination shall become invalid | Name, address and relationship of the person, if any, to whom the right of the nominee shall pass in the event of his predeceasing the subscriber |
|---------------------------------|-------------------------------|-----|---|---|
| | | | | |

Date thisday of19
at

Signature of subscriber

Two witness to the signature

1.
2.

***NOTE:** Where a subscriber who has no family makes a nomination, he shall specify in this column that the nomination shall become invalid in the event of his subsequently acquiring a family.

IV. When the subscriber has no family and wishes to nominate more than one person.

I, having no family as defined in para 2 of the provisions governing the Contributory Provident Fund-cum-Gratuity Scheme of the Indian Institute of Technology hereby nominate the person mentioned below to receive the amount that may stand to my credit in the Fund in the event of my death before that amount has become payable, or having become payable has not been paid, and direct that the said amount shall be distributed among the said persons in the manner shown below against their names:

| Name and address of the nominee | Relation-ship with sub-scriber | Age | *Amount of share of accumulations to be paid to each | +Contin-gencies on the happening of which the nomi-nation shall become invalid | Name, address and relationship of the person, if any, to whom the right of the nominee shall pass in the event of his pre-deceasing the sub-scriber |
|---------------------------------|--------------------------------|-----|--|--|---|
| | | | | | |

Dated this _____ day of _____ 19

at _____

Signature of subscriber

Two witnesses to the signature

1.

2.

*Note: This column should be filled in so as to cover the whole amount that may stand to the credit of the subscriber in the Fund at any time.

+Note: Where a subscriber who has no family makes a nomination he shall specify in this column that the nomination shall become invalid in the event of his subsequently acquiring a family.

A P P E N D I X III
Contributory Provident Fund Ledger
 (See paragraph 5)

Account No.
 Date of receipt of
 Nomination

Name.....Designation.....joined on.....

| Month | YEAR: 19 | | | | | YEAR: 19 | | | | | Remarks | | | | | | | |
|-----------------|---------------|---------------|------------------------|-------|-------------|---|---------------------|-------------------|---------|------------|---------------|------------------------|-------|-------------|---|----------------------|-------------|--|
| | SUBSCRIPTIONS | | INSTITUTE'S CONT. | | | SUBSCRIPTIONS | | INSTITUTE'S CONT. | | | | | | | | | | |
| | Emoluments | Subscriptions | Refunds of withdrawals | Total | Withdrawals | Monthly balance on which interest is calculated | ** Please see below | Withdrawals | Remarks | Emoluments | Subscriptions | Refunds of withdrawals | Total | Withdrawals | Monthly balance on which interest is calculated | *** Please see below | Withdrawals | |
| April | | | | | | | | | | | | | | | | | | |
| May | | | | | | | | | | | | | | | | | | |
| June | | | | | | | | | | | | | | | | | | |
| July | | | | | | | | | | | | | | | | | | |
| August | | | | | | | | | | | | | | | | | | |
| September | | | | | | | | | | | | | | | | | | |
| October | | | | | | | | | | | | | | | | | | |
| November | | | | | | | | | | | | | | | | | | |
| December | | | | | | | | | | | | | | | | | | |
| January | | | | | | | | | | | | | | | | | | |
| February | | | | | | | | | | | | | | | | | | |
| March | | | | | | | | | | | | | | | | | | |
| Journal entries | | | | | | | | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | | | | | | | | |

* Subscriber's emoluments drawn or due or during leave or on deputation abroad

| | | | |
|-------------------------------------|----------------------------|---------------------------------|---------------------|
| Balance from 19 . 19..... | Institute's cont. on | Balance from 19 . 19..... | Institute's |
| Deposits and refunds as above | Rs.....@8.1/3% | Deposits and refunds | Cont. on |
| Interest for 19 . 19..... | Balance from 19 . 19 | Interest for 19 . 19..... | Rs.....@8.1/3% |
| TOTAL | Interest for 19 . 19..... | TOTAL | Balance from |
| Deduct withdrawals as above | TOTAL | Deduct withdrawals | 19 . 19... |
| Balance as on March 31, 19 | Deduct withdrawals | Balance as on March 31, 19..... | Interest for 19. 19 |
| Calculated by: | Bal. on March 31, 19..... | Calculated by: | TOTAL |
| Checked by : | | Checked by: | Deduct withdrawals |
| | | | Bal. on March |
| | | | 31, 19..... |

with interest _____

10. Full particulars of the pecuniary circumstances of the subscriber justifying the application for the temporary withdrawal.

Signature of the Applicant

The particulars against items 3,4,8 and 9 have been verified to be correct.

Signature _____
 Accounts Officer

APPENDIX IV
(See paragraph 11)

FORM OF APPLICATION FOR A TEMPORARY ADVANCE FROM
THE CONTRIBUTORY PROVIDENT FUND

1. Name of the subscriber & his Account Number
2. Designation
3. Pay
4. Balance of subscription at credit of the subscriber on the date of application
5. Amount of advance required
6. Purpose for which the advance is required - Para 1(a) of the Contributory Provident Fund Rules
7. Number (and amount) of monthly instalments in which the advance is proposed to be repaid
8. Amount of Advance or Advances last taken, if any. State particulars of the advance, date on which taken, instalments of repayment and abalance outstanding.
9. Whether any advance last taken is in course of repayment or 12 months have not elapsed since its complete repayment together with interest _____.
10. Full particulars of the pecuniary circumstances of the subscriber justifying the application for the temporary withdrawal.

Signature of the Applica

The particulars against items 3,4,8 and 9 have been verified to be correct.

Signature _____
Accounts Officer

APPENDIX IV (contd.)

(Remarks of the recommending authority)

No. _____ Date _____, the _____
Forwarded to the _____

I am satisfied that the pecuniary circumstances of the official justify the grant of advance applied for which is admissible under para 11 of the provisions governing the Contributory Provident Fund and is recommended, as a special case, for the _____'s sanction under para 12 ibid.

The advance is recoverable in _____ instalments of Rs. _____ per mensem with one/two additional instalments representing interest at the prescribed rate.

Signature
Designation

No. _____ Date _____, the

Sanction of the _____ is conveyed to the grant of an advance of Rs. _____ to be recovered in monthly instalments of Rs. _____ each with one/two additional instalment representing interest at the prescribed rate.

Signature _____
Designation _____

- NOTE: (i) The application should in the first instance be submitted to the Registrar, who after obtaining necessary certificate from the Accounts Officer submit the application, with his recommendations, to the Director for sanction or submit it to the Higher authority, after obtaining the Director's recommendations, as the case may be.
- (ii) The application, when sanctioned, should be sent to the Accounts Section for necessary further action.

APPENDIX V

(See paragraph 18)

Form of Assignment

(1)

I, hereby assign unto the Indian Institute of Technology _____ the within policy of assurance as security for payment of all sums which under the provisions governing the Contributory Provident Fund of the Indian Institute of Technology, _____ I may hereafter become liable to pay to the Contributory Provident Fund of the Indian Institute of Technology _____.

I hereby certify that no prior assignment of the within policy exists.

Date this _____ day of _____ 19

Station _____

Signature of Subscriber

One witness to signature

(2)

We, _____ (the subscriber) of _____ and (the joint assured) of _____ in consideration of the Indian Institute of Technology, _____ agreeing at our request to accept payments towards the within policy of assurance in substitution for the subscriptions payable by me the said _____ to the Contributory Provident Fund, Indian Institute of Technology _____ to accept the withdrawal of the sum of Rs. _____ from the sum to the credit of the said _____ in the Contributory Provident Fund, Indian Institute of Technology, _____ for payment of the premium of the within policy of assurance hereby jointly and severally assign unto the said Indian Institute of Technology _____ the within policy of assurance as security for payment of all sums which under the rules of the said Fund the said _____ may hereafter become liable to pay to that Fund.

We hereby certify that no prior assignment of the within policy exists.

Dated this _____ date of _____ 19

Station _____

Signature of subscriber
and the Joint Assured

One witness to signature

Note: The assignment may be executed on the policy itself either in the subscriber's handwriting or type written, or alternatively a typed or printed slip containing the assignment may be pasted on the blank paper provided for the purpose on the policy. A typed or printed endorsement must be duly signed and if pasted on the policy it must be initialled across all four margins.

(3)

I, _____, wife of _____ and the assignee of the within policy, having at the request of _____, the assured, agree to release my interest in the policy in favour of _____ in order that _____ may assign the policy to the Indian Institute of Technology _____ which body has agreed to _____ payments towards the within policy of Assurance in substitution for the subscriptions payable by _____ to the Contributory Provident Fund hereby at the request and by the direction of _____ assign and I the said _____ assign and confirm unto the Indian Institute of Technology _____ the within policy of assurance as security for payment of all sums which under the rules of the said Fund the said _____ may hereafter become liable to pay to the Fund.

We hereby certify that no prior assignment of the within policy exists.

Dated this _____ day of _____ 19

Station _____

Signature of the assignee
and the subscriber

One witness to signature

(4)

Form of assignment to be used in cases where a subscriber to the General Provident Fund who has effected an insurance policy under the rules of that Fund is admitted to the Contributory Provident Fund, Indian Institute of Technology _____.

I, _____ of _____ hereby further assign unto the Indian Institute of Technology _____ the within policy of assurance as security for payment of all sums which under the provisions governing the Contributory Provident Fund of the Indian Institute of Technology _____. I may hereafter become liable to pay to the Contributory Provident Fund of the Indian Institute of Technology _____.

I hereby certify that except an assignment to the President of India as security for payment of all sums which I have become liable to pay under the General Provident Fund Rules, no prior assignment of the within policy exists.

Dated this _____ day of _____ 19
Station _____

Signature of subscriber
One witness to signature

APPENDIX VI

(See paragraph 23)

Form of Reassignment and Assignment by the Indian Institute of Technology _____

All sums which have become payable by the above-named _____ under the provisions governing the Contributory Provident Fund, Indian Institute of Technology _____ having been paid and all liability for payment by him of any such sums in the future having ceased the Institute doth hereby reassign the within policy of assurance to the said _____.

Dated this _____ day of 19

Executed by _____ Registrar of the Institute for and on behalf of the Indian Institute of Technology _____.

Signature of the Registrar

(One witness who should add his designation and address)

(2)

The above-named _____ having died on the _____ day of _____ 19____, the Indian Institute of Technology _____ doth hereby assign the within policy of assurance to _____*.

Dated this _____ day of 19

Signature of the Registrar

Executed by _____ Registrar of the Institute and on behalf of the Indian Institute of Technology _____

(One witness who should add his designation and address),

*Fill in particulars of persons legally entitled to receive the policy.

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(3)

Form of Reassignment by the Indian Institute
of Technology _____

The Indian Institute of Technology _____ doth hereby
reassign the within policy to the said _____.

Dated this _____ day of 19 _____

Executed by _____ Registrar of the
Indian Institute of Technology, for and
on behalf of the Indian Institute
of Technology _____

(Signature of the Registrar)

(One witness who should add his designation and address).

APPENDIX VII

(See paragraph 35)

Subscriber's Statement of Account for the year
ending 31-3-19 .

Name of Subscriber _____

Number of Account _____

| Particulars | Open- ing balance | Depo- sits | Inte- rest | Total | With- drawals | Closing balance |
|---|-------------------------|---------------|---------------|-------|------------------|--------------------|
| Subscription and refunds of withdrawals | | | | | | |
| Institute contributions | | | | | | |
| Total | | | | | | |

- NOTE: (i) The subscriber should satisfy himself as to the correctness of the statement and bring errors, if any, to the notice of the Accounts Officer within 3 months from the date of receipt of the statement. If no intimation is received from the subscriber within this period it shall be assumed that he has accepted the statement.
- (ii) The subscriber should state whether he desires to make any alteration in any nomination made under the rules of the Fund.
- (iii) In cases where the subscriber has made no nomination in favour of a member of his family owing to his having no family at the time but acquired a family thereafter the fact should be reported to the Registrar forthwith.

Dated _____

Accounts Officer
Indian Institute of Technology

(portion to be returned to the
Accounts Officer)

I hereby acknowledge receipt of the Annual Statement of my Contributory Provident Fund Account for the year 19 and/but do not accept the balance shown therein as correct for the reason given overleaf.

Reasons, if any, for the non-acceptance of the balance with particulars necessary in support.

Dated _____

Signature of Subscriber

APPENDIX VIII.
Form of Nomination
FORM I

(See Paragraph 37)

Nomination for Death-cum-Retirement Gratuity

When the employee has a family and wishes to nominate one member thereof

I hereby nominate the person mentioned below, who is a member of my family, and confer on him the right to receive any gratuity that may be sanctioned by the Institute in the event of my death while in service and the right to receive on my death any gratuity which having become admissible to me on retirement may remain unpaid at my death:

| Name and address of the nominee | Relationship with the employee | Age | Contingencies on the happening of which the nomination shall be- come invalid | Name, address and relationship of the person or persons, if any, to whom the right conferred on the nominee shall pass in the event of the nominee predeceasing the employee or the nominee dying after the death of the employee but before receiving payment of the gratuity | Amount or shares of gratuity payable to each |
|---------------------------------|--------------------------------|-----|--|--|--|
| | | | | | |

This nomination supersedes the nomination made by me earlier on _____ which stands cancelled.

Dated this _____ day of _____ 19____ at _____

Two witnesses to signature

1. _____
2. _____

Signature of the employee

Note: The last column should be filled in so as to cover the whole amount of gratuity.

Nomination by _____
Designation _____
Department _____

Signature of the Registrar
Date _____

FORM II

(See paragraph 37)

Nomination for Death-cum-Retirement Gratuity

When the member of staff has a family and wishes to nominate more than one member thereof

I hereby nominate the persons mentioned below, who are members of my family, and confer on them the right to receive to the extent specified below, any gratuity that may be sanctioned by the Institute in the event of my death while in service and the right to receive on my death, to the extent specified below, any gratuity which having become admissible to me on retirement may remain unpaid at my death:

| Names and addresses of nominees | Relation-ship with the empl-oyee | Age | Amount of share of gra-tuity payable to each | Contingen-cies on the happening of which the nomina-tion shall become in-valid | Name, address and relationship of the person or persons, if any, to whom the right conferred on nominee shall pass in the event of the nominee prede-cesing the employee or the nominee dying after the death of the employee but before receiving pay-ment of the gratuity | Amount or share of gratui-ty pay-able to each |
|---------------------------------|----------------------------------|-----|--|--|---|---|
| | | | | | | |

This nomination supersedes the nomination made by me earlier on _____ which stands cancelled.

N.B. The member of staff shall draw lines across the blank space below the last entry to prevent the insertion of any name after he has signed.

Dated this _____ day of _____ 19____ at _____

Two witnesses to Signature _____ Signature of Employee _____

1. _____
2. _____

Note: 1. Forth column should be filled in so as to cover the whole amount of gratuity.
 2. The amount/share of gratuity shown in last column should be the whole amount/share payable to the original nominees

Nominated by _____
 Designation _____
 Department _____

FOPM III

(See paragraph 37)

Nomination for Death-cum-Retirement GratuityWhen the employee has no family and wishes to nominate one person

I, having no family, hereby nominate the person mentioned below and confer on him the right to receive any gratuity that may be sanctioned by the Institute in the event of my death while in service and the right to receive on my death any gratuity which having become admissible to me on retirement remains unpaid at my death:

| Name and address of the nominee | Relation-ship with the employ-ee | Age | Contingen-cies on the happening of which nomina-tion shall become invalid | Name, address and relationship of the person or persons, if any, to whom the right conferred on the nominee shall pass in the event of the nominee predecea-sing the employee or the nominee dying after the death of the employee but before receiving the payment of the gratuity | Amount or share of gra-tuity payable to each |
|---------------------------------|----------------------------------|-----|---|---|--|
| | | | | | |

This nomination supersedes the nomination made by me earlier on _____ which stands cancelled.

Dated this _____ day of _____ 19____ at _____.

Two witnesses to signature

1. _____

2. _____

Signature of the Employee

Nomination by _____

Designation _____

Department _____

Signature of the Registrar

Date _____.

FORM IV

(See paragraph 37)

Nomination for Death-cum-Retirement Gratuity

When the employee has no family and wishes to nominate more than one person

I, having no family, hereby nominate the persons mentioned below, and confer on them the right to receive to the extent specified below, any gratuity that may be sanctioned by the Institute in the event of my death while in service and the right to receive on my death, to the extent specified below any gratuity which having become admissible to me on retirement may remain unpaid at my death:

| Name and addresses of the nominees | Relation-ship with the employee | Age | *Amount or share of gratuity payable to each | Contingencies on the happenings of which the nomination shall become invalid | Name, address and relationship of person or persons, if any, to whom the right conferred on the nominee shall pass in the event of the nominee predeceasing the employee or the nominee dying after the death of the employee but before receiving payment of the gratuity | Amount or share of Gratuity payable to each |
|------------------------------------|---------------------------------|-----|--|--|--|---|
| | | | | | | |

This nomination supersedes the nomination made by me earlier on _____ which stands cancelled.

contd.

N.B.: The employee should draw lines across blank space below the last entry to prevent the insertion of any name after he has signed.

Dated this _____ day of _____ 19____ at _____

Two witnesses to signature

1. _____

2. _____

Signature of the Employee
Dated _____

* Note: 1. This column should be filled in so as to cover the whole amount of gratuity.

2. The amount/share of gratuity shown in last column should cover the whole amount of share payable to the original nominees.

Nomination by _____

Designation _____

Department _____

Signature of Registrar

Dated _____

SCHEDULE 'F'GENERAL PROVIDENT FUND-CUM-PENSION-
CUM-GRATUITY SCHEME

(See Statute 16B)

APPLICATION

1. The provisions contained in this Schedule shall apply to the employees specified in clause (1) of Statute 16B.

Transfer of Accumulations in Contributory or Non-Contributory Provident Fund

2. If an employee admitted to the benefit of the Fund was previously a subscriber to any Contributory/Non-Contributory Provident Fund of the Central Government/State Government or of a body corporate, owned or controlled by Government or an autonomous organisation registered under the Societies Registration Act 1860, the amount of his accumulations in such Contributory or Non-Contributory Provident Fund, shall be transferred to his credit in the Fund.

Declaration

3. Every employee of the Institute entitled to the benefits of the Fund shall be required to sign a written declaration in the form set-forth in Appendix I that he has read this Schedule and agreed to abide by the provisions contained in it.

Definitions

4. In this Schedule, unless the context otherwise requires:
- (i) "accident" means -
- (a) a sudden and unavoidable mishap; or

- (b) a mishap due to an act of devotion to duty in an emergency arising otherwise than by violence out of and in the course of service;
- (ii) "Accounts Officer" means the Accounts Officer of the Institute;
- (iii) "Annexure" means an annexure appended to the Schedule;
- (iv) "Audit Officer" means the (Internal) Audit Officer of the Institute;
- (v) "average emoluments" means the average emoluments calculated upon the last 3 years of service;
- (vi) "Board" means the Board of Governors of the Institute;
- (vii) "Director" means the Director of the Institute
- (viii) "disease" means - (i) disease solely and directly attributable to an accident; or
- (ii) an epidemic disease contracted by an employee in consequence of his being ordered on duty to an area in which such disease is prevalent, or in consequence of his attending voluntarily, out of humanitarian motives, upon any patient suffering from any such disease in an area where he happens to be in the performance of his duties; or
- (iii) venereal disease or septicaemia where such disease or septicaemia is contracted by a medical officer as a result of attendance in the course of his official duty on an infected patient or of conducting a postmortem examination in the course of that duty;

(ix) "emoluments" means pay including dearness pay, if any, leave salary, or subsistence grant and includes any remuneration of the nature of pay (including dearness pay, if any) received in respect of foreign service;

(x) "employee" means an employee of the Institute;

(xi) "Family" means, (i) in the case of a male subscriber, the wife or wives and children of a subscriber and the widow or widows and children of a deceased son of the subscriber;

Provided that if a subscriber proves that his wife has been judicially separated from him or has ceased under the customary law of the community to which she belongs to be entitled to maintenance, she shall henceforth be deemed to be no longer a member of the subscriber's family in matters to which these rules relate, unless the subscriber subsequently intimates in writing to the Registrar that she shall continue to be so regarded;

(ii) in the case of a female subscriber, the husband and children of the subscriber, and the widow or widows and children of a deceased son of the subscriber;

Provided that if a subscriber by notice in writing to the Registrar expresses her desire to exclude her husband from her family, the husband shall henceforth be deemed to be no longer a member of the subscriber's family in matters to which these rules relate, unless the subscriber subsequently cancels such notice in writing.

Note: 'Child' means a legitimate child and includes an adopted child where adoption is recognised by the personal law governing the subscriber.

- (xii) "Forms" means a form appended to these provisions.
- (xiii) "Fund" means the General Provident Fund of the Institute
- (xiv) "Injury" means bodily injury resulting from violence, accident or disease assessed by the consulting Medical Officer of the Institute as being not less than a ~~serious~~ ~~injury~~.

Note: Examples of injuries of certain categories are given in Appendix V.

- (xv) "Institute" means the Indian Institute of Technology
- (xvi) "Leave" means any variety of leave recognised by the Institute framed in Schedule D under Statute 17.

- (xvii) "Pay" means the amount drawn monthly by an employee as pay which has been sanctioned for the post held by him substantively or in any officiating capacity and includes special pay and personal pay, if any.
- (xviii) "Personal pay" means additional pay granted to an employee -
- (a) to save him from a loss of substantive pay in respect of permanent post owing to a revision of pay or to any reduction of such substantive pay otherwise than as a disciplinary measure; or
 - (b) in exceptional circumstances on other personal consideration.
- (xix) "Qualifying Service" means service rendered as an employee in a substantive capacity including period spent on probation, continuous/temporary or officiating service under the Institute or under the States/Central Government followed without interruption by confirmation in the same or in other post shall count in full as qualifying service except in respect of the period of service in "work charged" establishment and periods of service paid from "contingencies" -

EXPLANATION I

All periods of leave with allowances shall count as qualifying service.

Note: Nothing in this clause shall affect other periods relating to the accounting of special kinds of leave or pension.

- (a) Any period of special disability leave or study leave availed of by an employee shall count as qualifying service.

- (b) Where maternity leave availed of by an employee either alone or in combination with some other form of leave on full pay (except special disability leave) exceeds 120 days, the first 120 days only of the entire spell of leave shall count as qualifying service.
- (c) The period spent on deputation for training or deputation for any special purpose including periods of travel to and from the country of deputation shall count as qualifying service; provided that if the employee has availed himself of any extra-ordinary leave without allowances during the period of deputation, the period of such extraordinary leave shall be excluded.

EXPLANATION II

The following periods in the service of an employee shall not count as qualifying service:

- (i) Time passed under suspension pending enquiry into his conduct, if the suspension is not immediately followed by reinstatement;
- (ii) Extraordinary leave without leave salary and allowance;
- (iii) Unauthorised absence in continuation of authorised leave of absence.

EXPLANATION III

An addition to the service qualifying for superannuation pension of a period not exceeding five years in the case of certain **cadres** specified by the Board may be made under the following conditions:

- (a) The post should require Post-graduate, Research or specialist qualifications or experience in

- scientific, technological or professional field;
- (b) the post is such that candidates of more than 25 years of age are normally recruited; and
- (c) that the concession is not admissible unless actual qualifying service of an officer at the time he quits Govt. service is not less than 10 years.
- (xx) "Registrar" means the Registrar of the Institute;
- (xxi) "risk of office" means any risk, not being a special risk, of accident or disease to which an employee is exposed in the course of and as a consequence of his duties, but nothing shall be deemed to be a risk of office which is a risk common to human existence in modern conditions in India, unless such risk is definitely enhanced in kind or degree by the nature, conditions, obligations or incidents of service.
- Note: The term "risk of office" includes risk of death or injury to which an employee is exposed when he attends on a working day, or is required to attend on a holiday, the place of his employment for the performance of his duties during any riot or civil commotion in the locality and while proceeding from his residence to the place of his employment or vice versa, becomes a victim of any such riot or civil commotion.
- (xxii) "Special pay" means an addition of the nature of pay to emoluments of a post or of an employee granted in consideration of the specially arduous nature of his duties or of a specific addition to his work or responsibility. - - -

(xxiii) "special risk" means -

- (i) a risk of suffering injury by violence;
- (ii) a risk of injury by accident to which an employee is exposed in the course of, and as consequence of, the performance of any particular duty which has the effect of materially increasing his liability to such injury beyond the normal risk of his office;
- (iii) a risk of contracting disease to which a medical officer is exposed as a result of attending in the course of his official duty to a venereal or septicaemia patient or conducting a postmortem examination in pursuance of that duty.

(xxiv) "Violence" means the act of a person who inflicts an injury on an employee -

- (i) by assaulting or resisting him in the discharge of his duties, or in order to deter or prevent him from performing his duties; or
- (ii) because of anything done or attempted to be done by any such employee or by any other member of the staff in the lawful discharge of his duty as such; or
- (iii) because of his official position.

(xxv) "Year" means a financial year.

GENERAL PROVIDENT FUND

5. NOMINATIONS:

- (1) A subscriber shall, at the time of joining the Fund, send to the Registrar, a nomination in the prescribed form conferring on one or more persons the right to

receive the amount that may stand to his credit in the Fund, in the event of his death, before that amount has become payable or having become payable has not been paid:

Provided that if, at the time of making nomination, the subscriber has a family, the nomination shall not be in favour of any person or persons other than the members of this family.

Provided further that the nomination made by the subscriber in respect of any other Provident Fund to which he was subscribing before joining the Fund shall, if the amount to his credit in such other fund has been transferred to his credit in the Fund, be deemed to be a nomination duly made under this paragraph until he makes a nomination in accordance with this rule.

- (2) If a subscriber nominates more than one person under sub-paragraph (1), he shall specify in the nomination the amount or share payable to each of the nominees in such manner as to cover the whole of the amount that may stand to his credit in the Fund at any time.
- (3) Every nomination shall be in such one of the Forms as is appropriate in the circumstances.
- (4) (i) A subscriber may at any time cancel a nomination by sending a notice in writing to the Registrar. The subscriber shall alongwith such notice or separately, send a fresh nomination made in accordance with the provisions of this paragraph.
- (ii) A subscriber may provide in a nomination: - - -
 - (a) in respect of any specified nominee, that in the event of his predeceasing the

subscriber, the right conferred upon that nominee shall pass to such other person or persons as may be specified in the nomination, provided that such other person or persons shall, if the subscriber has other members of his family, be such other member or members. Where the subscriber confers such a right on more than one person under this clause, he shall specify the amount of share payable to each of such ^{persons in such} a manner as to cover the whole of the amount payable to the nominee:

- (b) that the nomination shall become invalid in the event of the happening of a contingency specified therein;

Provided that if at the time of making the nomination the subscriber has no family, he shall provide in the nomination that it shall become invalid in the event of his subsequently acquiring a family:

Provided further that if at the time of making the nomination the subscriber has only one member of the family, he shall provide in the nomination that the right conferred upon the alternate nominee under sub-clause (a) shall become invalid in the event of his subsequently acquiring other member or members of his family.

- (5) Immediately on the death of a nominee in respect of whom no special provision has been made in the nomination under sub-clause (a) of clause (2) of paragraph 5 or on the occurrence of any event by reason of which the nomination becomes invalid in pursuance of sub-clause (b) of clause (2) of paragraph 5 or the proviso thereto, the subscriber shall send to the Registrar a notice in writing

cancelling the nomination, together with a fresh nomination made in accordance with the provisions of this paragraph.

- (6) (i) Every nomination made, and every notice of cancellation given, by a subscriber shall, to the extent that it is valid, take effect on the date on which it is received by the Registrar
- (ii) The Institute shall not be bound by nor shall recognise any assignment or encumbrance executed or attempted to be created which affects the disposal of the amount standing to the credit of a subscriber who dies before the amount becomes payable.

6 . SUBSCRIBER'S ACCOUNT:

An account shall be opened in the name of each subscriber to which shall be credited the subscriber's subscription and interest as provided by these provisions on subscription.

CONDITIONS AND RATES OF SUBSCRIPTION

- (1) Every subscriber shall subscribe monthly to the Fund when on duty in the service of the Institute or on foreign service:

Provided that a subscriber shall not subscribe during the period when he is under suspension and may at his option not subscribe during any period of leave other than leave on average pay or earned leave of less than thirty days' duration, as the case may be.

Provided further that a subscriber on reinstatement after a period passed under suspension shall be allowed the option of paying in one sum or in

instalments any sum not exceeding the maximum amount of arrears of subscription payable for that period.

- (2) The subscriber shall intimate his election not to subscribe during leave by a written communication addressed to the Registrar before he proceeds on leave. Failure to make due and timely intimation shall be deemed to constitute an election to subscribe. The option of a subscriber intimated under this sub-paragraph shall be final.

8. RATES OF SUBSCRIPTION

- (1) The rate of subscription shall be fixed by subscriber himself subject to the following conditions;

- (i) The rate of subscription may not be less than 6% of his emoluments and not more than his total emoluments, the amount so calculated being rounded off to the nearest rupee, provided that in the case of subscriptions at the minimum or maximum rates, the rounding off will be to the next higher or the next lower rupee respectively.
- (ii) For the purpose of this clause, the emoluments of a subscriber shall be:
- (a) in the case of a subscriber who was in service on 31st March of the preceding year, the emoluments to which he was entitled on that date, provide as follows:
- (i) if the subscriber was on leave on the said date and elected not to subscribe during such leave or was under suspension on the said date, his emoluments shall be the emoluments to which he was entitled on the first day after his return to duty;

(ii) if the subscriber was on deputation out of India on the said date or was on leave on the said date and continues to be on leave and has elected to subscribe during such leave, his emoluments shall be the emoluments to which he would have been entitled had he been on duty in India;

(iii) if the subscriber joined the Fund for the first time on a day subsequent to the said date, his emoluments shall be the emoluments to which he was entitled on such subsequent date.

(b) in the case of a subscriber who was not in service on the 31st of March of the preceeding year, the emoluments to which he was entitled on the first day of his service or, if he joined the Fund for the first time on a date subsequent to the first date of his service, the emoluments to which he was entitled on a such subsequent date.

(2) The amount of subscription so fixed may be enhanced or reduced once at any time during the course of a year, provided that when the amount of subscription is so reduced it shall not be less than the minimum prescribed under Clause (i) of sub-paragraph (1).

9. INTEREST

(1) The Institute shall pay to the credit of the account of each subscriber, interest at such rate as may be determined by the Board for each year at the beginning of the year.

- (2) Interest shall be credited with effect from the last day in each year in the following manner:
- (i) on the amount at the credit of a subscriber on the 31st March of the preceding year less any sums withdrawn during the current year -
Interest for twelve months;
 - (ii) on sums withdrawn during the current year -
Interest from the 1st of April of the current year up to the last date of the month preceding the month of withdrawal;
 - (iii) on all sums credited to the subscriber's account after the 31st of March of the preceding year - Interest from the date of credit up to the 31st of March of the current year;
 - (iv) the total amount of interest shall be rounded to the nearest rupee (50 P. and above counting as the next higher rupee).
- Provided that when the amount standing at the credit of a subscriber has become payable, interest thereon shall be credited under this sub-paragraph in respect only of the period from the beginning of the current year or from the date of credit as the case may be, up to the date on which the amount standing to the credit of a subscriber becomes payable.
- (3) For the purpose of this paragraph, the date of credit shall be deemed to be the first day of the month in which it is credited.
- (4) In all cases interest shall be paid in respect of balance at the credit of a subscriber up to the close of the month preceding that in which payment is made or up to the end of the sixth

month after the month in which such amount becomes payable, whichever of these periods is less, provided that no interest shall be paid in respect of any period after the date on which the Registrar has intimated to the subscriber or his agent as the date on which he is prepared to make payments.

10. ADVANCES FROM THE FUND

- (1) The payment of an advance from the Fund may be sanctioned by the Director and in the case of the Director by the Chairman to a subscriber from the amount of his subscription and interest thereon standing to his credit, subject to the following conditions:
 - (2) No advance shall be granted unless the sanctioning authority is satisfied that the applicant's pecuniary circumstances justify it, and that it will be expended on the following object or objects and not otherwise:
 - (i) To pay expenses incurred in connection with the illness of the applicant, applicant's wife, legitimate children, step-children, parents, sisters and minor brothers actually dependent on him;
 - (ii) To pay for the overseas passage for reasons of health or education of the applicant or the applicant's wife, legitimate children, step-children, parents, sisters and minor brothers actually dependent on him;
 - (iii) To meet the cost of higher education of any person actually dependent on the applicant. Such person need not necessarily be a member of the applicant's family;

- (iv) To pay obligatory expenses on a scale appropriate to the applicant's status in connection with marriages, funerals or ceremonies which by his religion it is incumbent on him to perform;
- (v) To meet the cost of legal proceedings instituted by the applicant for vindicating his position in regard to any allegations made against him in respect of any act done or purporting to be done by him in the discharge of his official duty;

Provided that the advance under this clause shall not be admissible to an applicant who institutes legal proceedings in any court of law either in respect of any matter unconnected with his official duty or against the Institute in respect of any condition of service or penalty imposed on him.

- (vi) To meet the cost of his defence where the applicant is prosecuted by the Institute in any court of law in respect of any alleged official misconduct on his part;

(3) An advance shall not exceed the following ceiling limits;

- | | |
|--|--------------------------------|
| (i) When sanctioned for any of the objects mentioned in clauses (i) to (vi) of sub-paragraph (2) | 3 months pay of the subscriber |
|--|--------------------------------|

Provided, however, that in no case shall the amount of advance exceed 50 percent of the amount of the member's subscription and interest thereon standing to the credit of the subscriber in the Fund.

- (4) An advance shall not, except for special reasons to be recorded in writing be granted to any subscriber in excess of the limit laid down in subparagraph (3) herein until repayment of the last instalment of any previous advance.
- (5) The sanctioning authority shall record in writing its reasons for granting the advance.
- (6) The amount of advance shall be recovered in not more than twentyfour equal monthly instalments, if the advance was sanctioned for any of the objects mentioned in clause (i) to (vi) of subparagraph (2). Each instalment shall be a number of whole rupees, the amount of advance being raised or reduced, if necessary, to admit of the fixation of such instalments. A subscriber may at his option repay in a smaller number of instalments than that agreed upon at the time of grant of advance or in a lump sum.
- (7) Recovery of advance shall be made from the emoluments of a subscriber and shall commence on the first occasion, after the advance is made, on which the subscriber draws emoluments for a full month.
- (8) Interest on advances shall be such as may be determined by the Institute from time to time and shall not exceed by more than one per cent of the rate paid by the Institute to the account of a subscriber. It shall ordinarily be recovered in one instalment in the month after complete repayment of the principal has been made. ~~If the period of repayment exceeds twenty months,~~ interest may, if the subscriber so desires, be

recovered in two equal monthly instalments, the monthly payment being rounded in two equal monthly instalments, the monthly payment being rounded to the nearest whole rupee, 50 paise and above counting as the next higher rupee. Recoveries made under this paragraph shall be credited, as they are made, to the account of the subscriber in the Fund.

- (9) Notwithstanding anything contained in these provisions, if the Director is satisfied that money withdrawn as an advance from the fund under subparagraph (2) has been utilised for a purpose other than that for which sanction was given to the drawal of the money, the amount in question shall with penal interest calculated at a rate of 3% over and above the rate provided under subparagraph (8) be repaid by the subscriber to the Fund, or in default be ordered to be recovered by deduction in one sum from the emoluments of the subscriber. If the total amount to be repaid be more than half the subscriber's emoluments, the recoveries shall be made in monthly instalments of moieties of his emoluments till the entire amount recoverable be repaid.

Note: The term 'emoluments' as used in this paragraph does not include subsistence allowance, if any, granted in cases of suspension of any employee pending an enquiry into his alleged misconduct.

11. WITHDRAWAL FROM THE FUND

- (1) Subject to the conditions specified therein, withdrawals from the Fund may be sanctioned by the

Director and in the case of Director by the Chairman at any time after the completion of twenty years of service (including broken periods of service, if any) of a subscriber or within ten years before the date of his retirement on superannuation, whichever is earlier, from the amount standing to his credit in the Fund, for one or more of the following purposes:

- (a) meeting the cost of higher education, including where necessary, the travelling expenses of any child of the subscriber actually dependent on him in the following cases.
 - (i) for education outside India for academic technical, professional or vocational course beyond the High School stage, and
 - (ii) for any medical, engineering or other technical or specialised course in India beyond the High School stage, provided that the course of study is for not less than three years;
- (b) meeting the expenditure in connection with the marriage of a son or a daughter of the subscriber and if he has no daughter, of any other female relation dependent on him;
- (c) meeting the expenses in connection with the illness, including where necessary, the travelling expenses of the subscriber or any person actually dependent on him; and
- (d) building or acquiring a suitable house for his residence including the cost of the site or repaying any outstanding amount on account of the loan expressly taken for this purpose before the date of receipt of the application for withdrawal but not earlier than twelve months of

- that date, or reconstructing, or making additions or alterations to a house already owned or acquired by a subscriber;
- (e) purchasing a house site or repaying any outstanding amount on account of loan expressly taken for this purpose before the date of receipt of the application for the withdrawal but not earlier than twelve months of that date;
- (f) for constructing a house on a site purchased utilising the sum withdrawn under clause (e);
- (2) Any sum withdrawn by a subscriber at any one time for one or more of the purposes specified in subparagraph (1) from the amount standing to his credit in the Fund shall not ordinarily exceed one-half of such amount or twelve months' pay of the subscriber, whichever is less. The sanctioning authority may, however, sanction the withdrawal of an amount in excess of these limits up to three-fourths of the balance at his credit in the Fund, having due regard to the object for which the withdrawal is being made, the status of the subscriber, and the amount to his credit in the Fund.
- (3) A subscriber, who has been permitted to withdraw money from the Fund under subparagraph (i) shall satisfy the sanctioning authority within a reasonable period as may be specified by him that the money has been utilised for the purpose for which it was withdrawn and if he fails to do so, the whole of the sums so withdrawn, or so much thereof as has not been applied for the purpose for which it was withdrawn, shall forthwith be repaid in one lump sum together with interest thereon at

such rate as is levied on advances from the Fund, and in default of such payment it shall be ordered by the sanctioning authority to be recovered from his emoluments either in a lump sum or in such number of monthly instalments as may be determined by the Board.

12. FINAL WITHDRAWALS OF ACCUMULATIONS IN THE FUND

When a subscriber quits the service of the Institute the amount standing to his credit in the Fund shall become payable to him:

Provided that a subscriber who has been dismissed from the service of the Institute and is subsequently reinstated in service, shall if required to do so, repay any amount paid to him from the Fund in pursuance of this sub-paragraph with interest thereon at the rate provided in these provisions in the manner provided. The amount so repaid shall be credited to his account in the Fund.

EXPLANATION: A subscriber who is granted refused leave shall be deemed to have quit the service from the date of compulsory retirement or on the expiry of an extension of service.

13. RETIREMENT OF A SUBSCRIBER

When a subscriber (a) has proceeded on leave preparatory to retirement or if he is entitled to vacation on leave preparatory combined with vacation, or (b) while on leave, has been permitted to retire or has been declared by the Consulting Medical Officer of the Institute or by a competent medical authority that may be prescribed by the Board in this behalf to be unfit for further service, the amount standing to

his credit in the Fund shall upon an application made by him in that behalf to the Registrar, become payable to the subscriber.

Provided that the subscriber if he returns to duty shall, if required to do so, repay to the Fund for credit to his account the whole or part of any amount paid to him from the Fund in pursuance of this paragraph with interest thereon at the rate provided, by instalments or otherwise by recovery from his emoluments or otherwise as the Director may direct.

14. PROCEDURE ON THE DEATH OF A SUBSCRIBER

On the death of a subscriber before the amount standing to his credit has become payable, or where the amount has become payable before payment has been made:

(i) When a subscriber leaves a family

- (a) If a nomination made by the subscriber in accordance with the sub-paragraph (1) of paragraph (5) or of the corresponding provision heretofore in force in favour of a member or members of his family subsists, the amount standing to his credit in the Fund or one part thereof to which the nomination relates shall become payable to his nominee or nominees in the proportion specified in the nomination;
- (b) If no such nomination in favour of a member or members of the family of the subscriber subsists; or if such nomination relates only to a part of the amount standing to his credit in the Fund, the whole amount or the part thereof to which the nomination does not relate, as the case may be, shall, notwithstanding any nomination purporting to be in favour of any person or persons

other than a member or members of his family, become payable to the members of his family in equal shares.

Provided that no share shall be payable to --

- (i) sons who have attained majority;
- (ii) sons of a deceased son who have attained majority;
- (iii) married daughters whose husbands are alive;
- (iv) married daughters of a deceased son whose husbands are alive.

if there is any member of the family other than those specified in clauses (i) (ii) (iii) and (iv).

Provided further that the widow or widows and the child or children of a deceased son shall receive between them in equal part only the share which that son would have received if he had survived the subscriber and had been exempted from the provision of clause (i) of the first proviso.

(ii) When the subscriber leaves no family

If a nomination made by him in accordance with the sub-paragraph (i) of paragraph 5 or of the corresponding provision heretofore in force in favour of any person or persons subsists, the amount standing to his credit in the Fund or the part thereof to which the nomination relates, shall become payable to his nominee or nominees in the proportion specified in the nomination.

15. STATEMENT OF ACCOUNTS

- (1) As soon as possible after the 31st of March of each year, the Accounts Officer shall send to each subscriber a statement of his account in the Fund, showing the opening balance on the 1st of April

of the year, the total amount credited and debited during the year, the total amount of interest credited as on the 31st of March of the year and the closing balance on that date. The Accounts Officer shall attach to the statement of account an enquiry whether the subscriber -

(a) desires to make any alteration in any nomination made by the subscriber;

(b) has acquired a family (in cases where the subscriber has made no nomination in favour of a member of his family under the rules).

(2) Subscribers should satisfy themselves as to the correctness of the annual statement, and errors should be brought to the notice of the Accounts Officer within six months from the date of receipt of the statement.

(3) The Registrar shall, if required by a subscriber once, but not more once in a year, inform the subscriber of the total amount standing to his credit in the Fund at the end of the last month for which his account has been written up.

16. INVESTMENT OF FUND

All sums paid into the Fund under the rules shall be credited in the books of the Institute to an account named "General Provident Fund Account of the Indian Institute of Technology". A Deposit account shall be opened in the State Bank of India to be operated in such manner as the Board may direct. The balance of the Fund, after reserving suitable amounts for current needs, shall be invested in the National Savings Certificates and or other investments covered by Section 20 of the Indian Trust Act of 1882, as soon as possible after monthly accounts are closed.

PENSION17 . SUPERANNUATION, INVALID AND COMPENSATION PENSION

- (1) The amount of superannuation, invalid and compensation pension shall be the appropriate amount as set out in Appendix II.
- (2) An employee may retire from service any time after completing 30 years' qualifying service, but before the completion of the age of 60 years, provided he shall give in this behalf a notice in writing to the appropriate authority at least 3 months before the date on which he wishes to retire.
- (3) Institute may also require any employee to retire at any time after he has completed 30 years' qualifying service even before the completion of the age of 60 years, provided the appropriate authority shall give in this behalf a notice in writing to the employee at least 3 month's before the date on which he was required to retire.
- (4) An employee who retires or is retired in the manner indicated in sub-paragraph (3) may be granted retiring pension not exceeding 30/80th of the average emoluments subjects to a maximum of Rs.8,100/- per annum.

EXPLANATION: For the purpose of this provision any service put in by any employee before attainment of the age of 18 years shall not count towards pension.

18. QUALIFYING SERVICE

- (1) Every employee shall put in a minimum of ten years of qualifying service on superannuation to be eligible for pension subject to such provision as may be applicable to the categories of pension set out in Clause (2).

- (2) Subject to the minimum qualifying service, an employee shall be eligible for one or other of the following pensions:
- (a) Compensation Pension - If an employee is discharged owing to the abolition of the permanent post, he shall be granted a compensation pension on the scale prescribed in paragraph 19.
 - (b) Invalid Pension - An invalid pension shall be granted to an employee on retirement from the service of the Institute for permanent physical or mental disability incapacitating him for further service if certified by the Consulting Medical Officer of the Institute on the scale prescribed in paragraph 19.
 - (c) Superannuation or Retiring Pension - Pension shall be granted to an employee who may retire from service on completion of the age of retirement of 60 years or on completion of 30 years of qualifying service whichever is earlier, provided that in the event of retirement after 30 years of qualifying service but before the completion of the age of 60 years the employee concerned shall give in this behalf a notice in writing to the Director at least 3 months before the date on which he wishes to retire.

19. SCALE OF PENSION

An employee eligible for pension/retiring gratuity under any of the categories mentioned in paragraph 17 shall be granted on retirement $\frac{1}{2}$ /80 of the average emoluments for each completed six monthly period of qualifying service subject to maximum pension as stipulated in Appendix II and subject also to the total pension not exceeding 30/80th of the average emoluments.

In addition, every such employee shall also be entitled to such dearness allowance as may be granted to employees of the Central Government, from time to time.

20. COMMUTATION OF PENSION

- (1) An employee shall, subject to the conditions specified below, be allowed to commute for lump payment any portion or portions of his pension not exceeding one third of the pension granted to him.
- (2) No commutation shall be sanctioned unless the Consulting Medical Officer of the Institute certifies that the pensioner's health and prospects of duration of life are such as to justify commutation.
- (3) The lump sum payable on commutation shall be calculated in accordance with the table appended to Appendix III.
- (4) Commutation when sanctioned shall take effect on the date to be specified in the order and any such date shall be the first of a month and ordinarily about one month later than the date of the order and all calculations shall be made and with reference to the date specified.

21. DEATH-CUM-RETIREMENT GRATUITY

- (1) An employee who has completed 5 years qualifying service may be granted an additional gratuity not exceeding the amount specified in sub-paragraph (3), when he retires from service and is eligible for a gratuity or pension under paragraph 19.
- (2) If an employee who has completed 5 years qualifying service dies while in service, - a gratuity not - - - - - exceeding the amount specified in sub-paragraph (3)

may be paid to the person or persons on whom the right to receive the gratuity is conferred under paragraph 22 or if there is no such person, it may be paid in the manner indicated below:-

- (i) If there are one or more surviving members of the family as in items (i), (ii), (iii) and (iv) of clause (a) of sub-paragraph (1) of paragraph (22), it may be paid to all such members other than any such member who is a widowed daughter, in equal shares;
- (ii) If there are no such surviving members of the family as, at (i) but there are one or more surviving widowed daughters and/or more surviving members of the family as in items (v) and (vi) and (vii) of clause (a) of sub-paragraph (1) of paragraph 22, the gratuity may be paid to all such members, in equal shares;
- (3) The amount of gratuity shall be one-fourth of the emoluments of the employee for each completed six monthly period of qualifying service subject to a maximum of 15 times the 'emoluments'. In the event of death of an employee while in service, the gratuity shall be subject to a minimum of 12 times the 'emoluments' of the employee at the time of his death.

Provided that in no case it shall exceed Rs.24,000.

- (4) If an employee who has become eligible for a pension under paragraph 17 or gratuity under paragraph 21, dies after he has retired from service, and the sums actually received by him at the time of his death on account of such gratuity or pension together with the gratuity granted under sub-paragraph (1)

and the commuted value of any portion of pension commuted by him are less than the amount equal to 12 times his 'emoluments', a gratuity equal to the deficiency may be granted to the persons specified in sub-paragraph (2).

- (5) The 'emoluments' for the purpose of this paragraph shall be subject to a maximum of Rs. 1,800/- per mensem.

22. NOMINATIONS

- (1) For the purpose of this paragraph -

(a) "Family" includes the following relatives of the employee:

- (i) Wife in the case of a male employee;
- (ii) Husband in the case of a female employee;
- (iii) Sons;
- (iv) Unmarried and widowed daughters;
- (v) Brothers below the age of 18 years and unmarried or widowed sisters;
- (vi) Father and mother;

Note: (iii) and (iv) above shall include step and adopted children.

(b) "Person" shall include any company or association of body of individuals, whether incorporated or not.

- (2) An employee shall make a nomination after conferring on one or more persons the right to receive any gratuity that may be sanctioned under sub-paragraphs (2) and (4) of paragraph 21 and gratuity which having become admissible to him under sub-paragraph (1) of that paragraph and sub-paragraph 5 has not been paid to him before death.

Provided that if at the time of making the nomination, the employee has family, the nomination

shall not be in favour of any persons other than the members of his family specified under clause (a) sub-paragraph 1.

- (3) If an employee nominates more than one person under sub-paragraph (2), he shall specify any nomination of the amount or share payable to each of the nominees in such manner as to cover the whole amount of the gratuity.
- (4) An employee may provide in a nomination :
 - (a) in respect of any specified nominee, that in the event of his predeceasing the employee the right conferred upon that nominee shall pass to such other person as may be specified in the nomination:

Provided that if at the time of making the nomination the employee has a family consisting of more than one member, the person so specified shall not be a person other than a member of his family.
 - (b) that the nomination shall become invalid in the event of the happening of a contingency specified therein.
- (5) The nomination made by an employee who has no family at the time of making it, or a provision made in nomination under clause (a) or sub-paragraph (4) by an employee whose family consists, at the date of making the nomination of only one member, shall become invalid in the event of the employee subsequently acquiring a family, or an additional member in the family, as the case may be.
- (6) (a) Every nomination shall be in such one of the forms as may be appropriate in the circumstances of the case.

(b) An employee may at any time cancel a nomination by sending a notice in writing to the appropriate authority.

Provided that any such employee shall, along with such notice send a fresh nomination made in accordance with this paragraph.

- (7) Immediately on the death of a nominee in respect of whom no special provision has been made in the nomination under clause (a) of sub-paragraph (4) or on the occurrence of any event by reason of which the nomination becomes invalid in pursuance of clause (b) of that sub-paragraph or sub-paragraph (5), the employee shall send to the appropriate authority a notice in writing formally cancelling the nomination, together with a fresh nomination made in accordance with this paragraph.
- (8) Every nomination made, and every notice of cancellation given by an employee under this paragraph, shall be sent by the employee to his Accounts Officer and immediately on receipt of a nomination from an employee, the Head of the office shall countersign it indicating the date of receipt and keep it under his custody.
- (9) Every nomination made, and every notice of cancellation given, by an employee shall, to the extent that it is valid, takes effect on the date on which it is received by the authority mentioned in sub-paragraph (8).

23. GRATUITY FOR TEMPORARY EMPLOYEES

- ~~(1) Terminal Gratuity~~ --- A temporary-employee who - - - - -
retires on superannuation or is discharged on
account of retrenchment or is declared invalid

for further service will be eligible for a gratuity at the rate of one-third of a month's pay for each completed year of service, provided that he has completed not less than five years of continuous service at the time of retirement, discharge or invalidment.

(2) Death Gratuity - The family of a temporary employee who dies while on service shall be eligible for a death gratuity on the scale and subject to the conditions specified below:

- a) On death, after completion of one year of service but before completion of three years service, a gratuity equal to one month's pay.
- b) On death, after completion of three years of service but before completion of five years service, a gratuity equal to two months' pay.
- c) On death, after completion of five years of service or more, a gratuity equal to three months' pay or the amount of the terminal gratuity mentioned in sub-paragraph (1) whichever is more.

Note: Pay for the purpose of determining the amount of terminal or death gratuity under sub-paragraph (1) or sub-paragraph (2) shall mean only basic pay and also dearness pay in the case of those who retain the existing scales of pay, at the time of relinquishing service or of death, as the case may be it will not include special pay, personal pay, and other emoluments as pay. In case the employee concerned was on leave with or without allowance immediately before retirement, discharge, invalidment or death, pay for this purpose shall be such which he would have drawn had he not proceeded on such leave.

24. FAMILY PENSION

(1) A family pension shall be admissible in case of death while in service or after retirement, if at the time of death, the retired employee was in receipt of a compensation, invalid, retiring or superannuation pension. In case of death, while in service, the employee should have completed a minimum period of one year of service. Family pension is admissible at the following rates:

| <u>Pay of the employee</u> | <u>Monthly pension of widow/widower/ children</u> |
|------------------------------------|--|
| Rs.800 and above | 12% of pay subject to a maximum of Rs.150.00. |
| Rs.200 and above but below Rs.300. | 15% of pay subject to a maximum of Rs.96.00 and minimum of Rs.60.00. |
| Below Rs.200.00 | 30% of pay subject to a minimum of Rs.25.00. |

(2) But

- (i) for a period of seven years from the date following the date of death or till the date on which the employee would have reached normal age of superannuation had he remained alive, whichever period is shorter, the pension payable shall be payable at 50% of the basic pay last drawn, subject to a maximum of twice the pension admissible as specified above;
- (ii) the pension payable thereafter shall be at the rate laid down in the table above;
- (iii) the pension at the rate mentioned under clause (i) shall not be applicable if the ~~employee had put in less than seven years~~ continuous service prior to his death.

25. "Family" for the purpose of this Scheme shall include the following relatives:

- (a) Wife, in the case of male employee;
- (b) Husband in the case of female employee;
- (c) minor son; and
- (d) unmarried minor ~~daughters~~.

Note: 1. (c) and (d) shall include children adopted legally before retirement.

2. Marriage after retirement shall not be recognised for purpose of this Scheme.

26. The family pension shall be admissible:

- (a) in case of widow/widower upto the date of death or re-marriage whichever is earlier;
- (b) in case of minor son until he attains the age of 18 years;
- (c) in case of unmarried daughter until she attains the age of 21 years or marriage whichever is earlier.

Note: 1. Where an employee is survived by more than one widow, the pension shall be paid to them in equal shares. On the death of a widow, her share of the pension shall become to her eligible minor child. If at the time of her death, a widow leaves no eligible minor child, the payment of her share of the pension shall cease.

2. Where an employee is survived by a widow but has left behind an eligible minor child from another wife, the eligible minor child shall be paid the share of pension which the mother would have received if she had been alive at the time of death of the employee.

(d) in the event of re-marriage or death of the widow/widower, the pension shall be granted to the minor children through their natural guardian.

27. Every employee eligible to the benefits of the Family Pension scheme shall be required to surrender a portion of gratuity, where admissible, equal to his two months' emoluments or pay in the case may be subject to a maximum of Rs.3600/-.

Provided that where an employee retires as a bachelor having no adopted child, no deduction from his gratuity shall be made:

Provided further that where the gratuity admissible is less than two months' pay, the same shall be resumed by the Institute against the family pension benefits admissible under paragraph 24.

28. EXTRAORDINARY PENSION AND GRATUITY

(1) Extraordinary pension and gratuity may be sanctioned by the Board when an employee sustains an injury or dies as a result of an injury or is killed.

(2) While making the award, the Board may taken into consideration the degree of default or contributory negligence on the part of the member of the staff who sustains an injury or dies as a result of an injury or is killed.

(3) For the purpose of Extraordinary pension and Gratuity Scheme, injury shall be classified as follows:

Class A: Injuries caused as a result of special risk of office which have resulted in

~~the permanent loss of an eye or a limb~~ or are of a more serious nature.

Class B: Injuries caused as a result of special risk of office and equivalent, in respect of the degree of disablement which they cause to the loss of a limb or are very severe; or injuries caused as a result of risk of office which have resulted in the permanent loss of an eye or a limb, or are of a more serious nature.

Class C: Injuries caused as a result of special risk of office which are severe, but not very severe, and likely to be permanent; or injuries caused as a result of risk of office which are equivalent, in respect of the degree of disablement which they cause, to the loss of a limb or which are very severe or severe and are likely to be permanent.

29. (1) If a member of the staff sustains an injury, which falls within Class A, he shall be awarded:
- (a) a gratuity of the applicable amount specified in Appendix IV.
 - (b) with effect from the date following the expiry of one year from the date of the injury,
 - (i) if the injury has resulted in the permanent loss of more than one limb or one eye, a permanent pension of the applicable amount specified in Appendix IV for a higher scale pensions; and
 - (ii) in other cases, a permanent pension the amount of which shall not exceed the applicable amount specified in Appendix IV for a higher scale pension and shall not be less than half that amount.

- (2) If a member of the staff sustains an injury which falls within Class B, he shall be awarded:
- (a) If the injury has resulted in the permanent loss of an eye or limb or is of more serious nature, a permanent pension, with effect from the date of the injury, of an amount which shall not exceed the applicable amount specified in Appendix IV, for a lower scale pension and shall not be less than half that amount.
 - (b) in other cases
 - (i) for a period of one year, with effect from the date of the injury a temporary pension the amount of which shall not exceed the applicable amount specified in Appendix IV for a lower scale pension and shall not be less than half that amount, and thereafter;
 - (ii) a pension within the limit specified in sub-clause (i), if the Consulting Medical Officer of the Institute from year to year certifies that the injury continues to be very severe.
- (3) If an employee sustains an injury which falls within Class C, he shall be awarded a gratuity of the applicable amount specified in Appendix IV, if the Consulting Medical Officer of the Institute certifies that the member of the staff is likely to be unfit for service for a year, or a proportionate amount subject to a minimum of one-fourth the amount so specified if he is certified to be likely to be unfit for less than a year.

Provided that in any case where the injury is ~~equivalent in respect of the degree of disablement~~ which it causes to the loss of limb, the Board may

award, if it thinks fit, in lieu of the gratuity a pension not exceeding the amount admissible under clause (b) of sub-paragraph (2).

30. A temporary pension awarded under the Extraordinary Pension and Gratuity Scheme may be converted into a permanent injury pension -
- (a) when the employee is rendered invalid out of service on account of the injury in respect of which the temporary pension was awarded; or
 - (b) when the temporary pension has been drawn for not less than five years; or
 - (c) at any time, if the Consulting Medical Officer certifies that he sees no reason to believe that there shall ever be a perceptible decrease in the degree of disablement.
31. The award shall be made to the widow and children of the employee as follows:
- (a) if the employee is killed or dies of injury received as a result of special risk of office
 - (i) a gratuity of the applicable amount specified in paragraph 21; and
 - (ii) a pension the amount of which shall not exceed the applicable amount specified in paragraph 24.
 - (b) If the employee is killed or dies of injuries received as a result of risk of office, a pension the amount of which shall not exceed the applicable amount specified in paragraph 24.

Provided that if the pay of the deceased member of the staff was less than Rs.200, the monthly pension or the sum of pensions that may be granted under this paragraph shall not, irrespective of the rates (including the minimum limits) specified in

paragraph 24 exceeds the limit of one-half of his pay and if in any case the sum of such pensions calculated under paragraph 24 exceeds the limit of one-half of his pay such a pro rata reduction shall be made in the amount of each individual pension as will reduce the sum to such limit.

32. If the deceased employee has left neither a widow nor a child, an award may be made to his father and his mother individually or jointly and in the absence of the father and mother to minor brothers and sisters, individually or jointly if they were largely dependent on the employee for support and are in pecuniary need.

Provided that the total amount of the award shall not exceed one half of the pension that would have been admissible to the widow under the preceding paragraph:

Provided further that each minor brother's or sisters' share shall not exceed the amount of pension specified in paragraph 24 for a "child who is not motherless".

33. Any award made under paragraph 32 shall in the event of an improvement in the pecuniary circumstances of the pensioner, be subject to review in such manner as the Board may by order prescribe.
34. A family pension shall take effect from the day following the death of the employee or from such other date as the Board may determine.

35. A family pension shall ordinarily be tenable -

(a) in the case of a widow or mother until death or remarriage, whichever occurs earlier;

~~(b) in the case of a minor son, or minor brother, -~~
until the age of 18;

- (c) in the case of an unmarried daughter or minor sister, until marriage or until she attains the age of 21, whichever occurs earlier;
 - (d) in the case of a father, for life.
36. Except as otherwise provided in the Extraordinary Pension and Gratuity Scheme, an award made under the foregoing paragraphs shall not affect any other pension or gratuity for which the employee concerned or his family may be eligible under other schemes.
37. (1) When a claim for any injury pension or gratuity or family pension arises under the Extraordinary Pension and Gratuity Scheme, the officer-in-charge of the office or the department or section in which the injured or the deceased was employed shall forward the claim to the Board through the Director with the following documents:
- (a) a full statement of circumstances in which the injury was received, the disease was contracted or the death occurred;
 - (b) the application for injury pension or gratuity in Form X, or as the case may be, the application for family pension in Form XI;
 - (c) in the case of an injured employee or one who has contracted a disease, medical report in Form XII;
 - (d) in the case of a deceased employee, a medical report as to the death or reliable evidence as to the actual occurrence of the death, if the employee lost his life in such circumstances that a medical report cannot be secured.

- (2) The Director while placing the above documents before the Board shall add to it a report of the Audit Officer as to whether an award is admissible under the Scheme and if so, of what amount.

GENERAL

38. The sanction and payment of pension and gratuity benefits admissible under this Schedule shall be regulated by such procedural instructions as may be issued by the Board from time to time.
39. When the Board is satisfied that the operation of any of these provisions causes or is likely to cause undue hardship to an employee, it may, notwithstanding anything contained in these provisions, deal with the cases of such employee in such manner as may appear to it to be just and equitable.
40. (1) The Board shall have the power to condone, on the merits of individual cases, shortages upto three months in the period of qualifying services prescribed for any of the purposes of foregoing provisions.
- (2) Resignations of permanent/temporary/contract appointment of Central/State Government service to take up with proper permission another appointment under any of the Institutes incorporated under the Institutes of Technology Act, 1961, service in which counts in full or part for pension is not a resignation and such resignation shall not constitute interruption in service.

Provided that in any such case the proportionate
 - - pensionary-liability-is borne-by-the employer from - - -
 whose services the employee joins the Institute.

In case where an interruption in service is inevitable due to the two appointments being in different stations, such interruptions not exceeding the joining time permissible under the rules of transfer, shall be covered by grant of leave of any kind due to the employee on the date of release or by formal condonation as referred to above to the extent to which the period is not covered by leave due to the employee.

Provided further that such employee shall be required to surrender in lump sum or in instalments not exceeding 12 in number, employer's contributions in full received at the time of resignation along with the interest as was in force, the date on which the amount actually received from the date of payment to the date of final refund and the amount along with interest thereof shall be credited to the pension fund of the Institute.

41. If any question arises relating to the interpretation of these provisions, it shall be referred to the Board whose decision thereon shall be final.
42. Future good conduct of the recipient of the pension etc. is an implied condition of every grant of a pension under these provisions and the Institute reserves to itself the right of withholding or withdrawing such a pension or any part of it, if the recipient be convicted of serious crime or be guilty of great misconduct and the decision of the sanctioning authority of the pension in such matters shall be final.

APPENDIX IFORM I - OPTION

(See Statute 16B (2))

I _____ an employee of the Indian Institute of Technology _____ hereby elect to be governed by General Provident Fund-cum-Pension-cum-Gratuity Scheme as laid down in Statute 16B and Schedule 'F' to the Statutes of the Institute and relinquish my claim to be governed by all the terms and conditions including that of retirement benefits which were applicable to me immediately before the 1st January, 1971. I am aware of this fact that this election is final and that it shall take effect from the 1st January, 1971.

Signature _____

(Thumb Impression, if
illiterate)

Designation _____

Date of election _____

Witness:

(1)

(2)

FORM II - OPTION

(See Statute 16B(4))

I _____, an employee of the Indian Institute of Technology, _____ hereby elect to be governed by General Provident Fund-cum-Pension-cum-Gratuity Scheme as laid down in Statute 16B and Schedule 'F' to the Statutes of the Institute and relinquish my claim to be governed by all the terms and conditions including that of retirement benefits which were applicable to me immediately before the 1st April, 1970. I am aware of this fact that this election is final and that it shall take effect from the 1st April, 1970.

Signature _____

(Thumb impression, if illiterate)

Designation _____

Date of election _____

Witness:

(1)

(2)

FORM III - DECLARATION
(See Paragraph 1(3))

I, _____ (the subscriber),
an employee of the Indian Institute of Technology
at _____ do hereby declare that I
have read the provisions governing the General
Provident Fund-cum-Pension-cum-Gratuity Scheme
of the Indian Institute of Technology _____
and agree to abide by them.

Dated, this _____ day of 19 .

Signatures of subscriber

Two witnesses to the signature

1. _____

2. _____

APPENDIX IIGPF-cum-Pension-cum-Gratuity Scheme

(See paragraph 19)

| Completed six monthly periods of qualifying service | Scale of gratuity or pension | Maximum pension (in Rs. per annum) |
|--|---------------------------------|--|
| 1 | $\frac{1}{2}$ | (a) Gratuity months emoluments |
| 2 | 1 | " " |
| 3 | $1\frac{1}{2}$ | " " |
| 4 | 2 | " " |
| 5 | $2\frac{1}{2}$ | " " |
| 6 | 3 | " " |
| 7 | $3\frac{1}{2}$ | " " |
| 8 | 4 | " " |
| 9 | $4\frac{3}{8}$ | " " |
| 10 | $4\frac{3}{4}$ | " " |
| 11 | $5\frac{1}{8}$ | " " |
| 12 | $5\frac{1}{2}$ | " " |
| 13 | $5\frac{7}{8}$ | " " |
| 14 | $6\frac{1}{4}$ | " " |
| 15 | $6\frac{5}{8}$ | " " |
| 16 | 7 | " " |
| 17 | $7\frac{3}{8}$ | " " |
| 18 | $7\frac{3}{4}$ | " " |
| 19 | $8\frac{1}{8}$ | " " |

(b) Pension

| | | Rs. |
|----|--------------------------------|-------|
| 20 | 10/80ths of average emoluments | 2,700 |
| 21 | 10½/80ths " | 2,835 |
| 22 | 11/80ths " | 2,970 |
| 23 | 11½/80ths " | 3,105 |
| 24 | 12/80ths " | 3,240 |
| 25 | 12½/80ths " | 3,375 |
| 26 | 13/80ths " | 3,510 |
| 27 | 13½/80ths " | 3,645 |
| 28 | 14/80ths " | 3,780 |
| 29 | 14½/80ths " | 3,915 |
| 30 | 15/80ths " | 4,050 |
| 31 | 15½/80ths " | 4,185 |
| 32 | 16/80ths " | 4,320 |
| 33 | 16½/80ths " | 4,455 |
| 34 | 17/80ths " | 4,590 |
| 35 | 17½/80ths " | 4,725 |
| 36 | 18/80ths " | 4,860 |
| 37 | 18½/80ths " | 4,995 |
| 38 | 19/80ths " | 5,130 |
| 39 | 19½/80ths " | 5,265 |
| 40 | 20/80ths " | 5,400 |
| 41 | 20½/80ths " | 5,535 |
| 42 | 21/80ths " | 5,670 |
| 43 | 21½/80ths " | 5,805 |
| 44 | 22/80ths " | 5,940 |
| 45 | 22½/80ths " | 6,075 |
| 46 | 23/80ths " | 6,210 |
| 47 | 23½/80ths " | 6,345 |
| 48 | 24/80ths " | 6,480 |
| 49 | 24½/80ths " | 6,615 |
| 50 | 25/80ths " | 6,750 |
| 51 | 25½/80ths " | 6,885 |
| 52 | 26/80ths " | 7,020 |
| 53 | 26½/80ths " | 7,155 |
| 54 | 27/80ths " | 7,290 |
| 55 | 27½/80ths " | 7,425 |
| 56 | 28/80ths " | 7,560 |
| 57 | 28½/80ths " | 7,695 |
| 58 | 29/80ths " | 7,830 |
| 59 | 29½/80ths " | 7,965 |
| 60 | 30/80ths " | 8,100 |

APPENDIX III

COMMUTATION TABLE

(Commutation value for a Pension of Re.1/- per annum)

(See paragraph 20)

| Age next birth- day | Commutation value exp- ressed as number of years purchase | Age next birth- day | Commutation value exp- ressed as number of years purchase | Age next birth- day | Commutation value expressed as number of years purchase |
|------------------------------|--|------------------------------|--|------------------------------|--|
| 1 | 2 | 3 | 4 | 5 | 6 |
| 17 | 19.24 | 40 | 15.75 | 63 | 8.99 |
| 18 | 19.15 | 41 | 15.52 | 64 | 8.66 |
| 19 | 19.06 | 42 | 15.27 | 65 | 8.34 |
| 20 | 18.96 | 43 | 15.02 | 66 | 8.01 |
| 21 | 18.86 | 44 | 14.76 | 67 | 7.69 |
| 22 | 18.76 | 45 | 14.50 | 68 | 7.37 |
| 23 | 18.64 | 46 | 14.23 | 69 | 7.06 |
| 24 | 18.53 | 47 | 13.96 | 70 | 6.75 |
| 25 | 18.40 | 48 | 13.68 | 71 | 6.45 |
| 26 | 18.28 | 49 | 13.39 | 72 | 6.15 |
| 27 | 18.14 | 50 | 13.10 | 73 | 5.86 |
| 28 | 18.00 | 51 | 12.80 | 74 | 5.58 |
| 29 | 17.85 | 52 | 12.50 | 75 | 5.30 |
| 30 | 17.70 | 53 | 12.20 | 76 | 5.03 |
| 31 | 17.54 | 54 | 11.89 | 77 | 4.78 |
| 32 | 17.37 | 55 | 11.58 | 78 | 4.52 |
| 33 | 17.20 | 56 | 11.26 | 79 | 4.28 |
| 34 | 17.01 | 57 | 10.94 | 80 | 4.05 |
| 35 | 16.82 | 58 | 10.62 | 81 | 3.83 |
| 36 | 16.62 | 59 | 10.29 | 82 | 3.62 |
| 37 | 16.42 | 60 | 9.97 | 83 | 3.42 |
| 38 | 16.20 | 61 | 9.64 | 84 | 3.23 |
| 39 | 15.98 | 62 | 9.31 | 85 | 3.04 |

APPENDIX IVSCALE OF INJURY GRATUITY AND PENSION

(See paragraph 29)

| Pay of member of staff on the date of injury | Gratuity | Monthly Pension: | Monthly Pension: | |
|--|--|------------------|--|--|
| | | Higher Scale | Lower Scale | |
| 1. Rs.2,000 and over | | Rs. 300 | Rs. 225 | |
| 2. Rs.1,500 and over but under Rs.2,000 | | 275 | 200 | |
| 3. Rs.1,000 and over but under Rs.1,500 | 3 months' pay subject to a minimum of Rs.800 | 200 | 150 | |
| 4. Rs.900 and over but under Rs.1,000 | | 150 | 125 | |
| 5. Rs.400 and over but under Rs.900 | | 100 | 84 | |
| 6. Rs.350 and over but under Rs.400 | | 85 | 70 | |
| 7. Rs.200 and over but under Rs.350 | | 67 | 50 | |
| 8. Rs. Under Rs.200 | | 4 months' pay | 1/3rd of pay subject to a minimum of Rs.8 per mensem | 1/5th of pay subject to a minimum of Rs.4 per mensem |

CLASSIFICATION OF INJURIES

(See paragraph 28(3))

Equall to loss of limb

Bemiplegia without aphasia
Permanent use of tracheotomy tube
Artificial anus
Total deafness of both ears

Very Severe

Complete unilateral facial paralysis,
likely to be permanent
Lesion of kidney ureter or bladder
Compound fractures (except phalanges)
Such gross destruction of soft parts
as to lead to permanent disability or
loss of function.

Severe and likely to be permanent

Ankylosis of, or considerable restriction in
the movement of one of the following joints:
Knee, elbow, shoulder, hip, ankle,
temporo-maxillary or rigidity of the
dorsilumbar or cervical section of the spine.

Partial loss of vision of one eye.
Destruction or loss of the testicle
Retention of foreign bodies not
causing permanent or serious symptoms.

APPENDIX VIFORMS OF NOMINATION FOR GENERAL PROVIDENT FUNDFORM I

When the subscriber has a family and wishes to nominate one member thereof:

I hereby nominate the person mentioned below, who is a member of my family as defined in Paragraph 5(1) of the General Provident Fund-cum-Pension-cum-Gratuity Rules of the Indian Institute of Technology to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable, or having become payable, has not been paid:

| Name & address of the nominee | Relation-ship with subscriber | Age | Contingencies on the happening of which the nomination shall become invalid | Name, address and relationship of the person if any, to whom the right of the nominee shall pass in the event of the nominee predeceasing the subscriber |
|-------------------------------|-------------------------------|-----|---|--|
| | | | | |

Dated this -----date of ----- 19 ,

Signature of the subscriber
Designation
Department

Two witnesses to signature

1. _____

2. _____

FORM II

When the subscriber has a family and wishes to nominate more than one member thereof:

I hereby nominate the persons mentioned below, who are members of my family as defined in Paragraph 5(1) the General Provident Fund-cum-Pension-cum-Gratuity Rules of the Indian Institute of Technology, to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable, or having become payable has not been paid and direct that the said amount shall be distributed among the said persons in the manner shown below against their names;

| Name & address of the nominee | Relation-ship with subscriber | Age | *Amount or share of accumulation to be paid to each | Contingencies on the happening of which the nomination shall become invalid | Name, address and relationship of the person or persons, if any, to whom the right of the nominee shall pass in the event of the nominees' predeceasing the subscriber |
|-------------------------------|-------------------------------|-----|---|---|--|
|-------------------------------|-------------------------------|-----|---|---|--|

Dated thisday of19.....at.....

Signature of the subscriber
 Designation
 Department

Two witness to signature

1. _____

2. _____

*Note: This column should be filled in so as to cover the whole amount that may stand to the credit of the subscriber in the Fund at any time.

FORM III
(See paragraph 5(1))

When the subscriber has no family and wishes to nominate one person:

I having no family as defined in Paragraph 5(1) of the General Provident Fund-cum-Pension-cum-Gratuity Rules of the Indian Institute of Technology, hereby nominate the person mentioned below, to receive the amount that may stand to my credit in the Fund in the event of my death before that amount has become payable or having become payable has not been paid:

| Name & Address of the nominee | Relation-ship with subscriber | Age | *Contingencies on the happening of which the nomination shall become invalid | Name, address and relationship of the person or persons, if any, to whom the right of the nominee shall pass in the event of the nominee's predeceasing the subscriber |
|-------------------------------|-------------------------------|-----|--|--|
|-------------------------------|-------------------------------|-----|--|--|

Dated thisdate of19.....at.....

Two witnesses to signature

1. _____
2. _____

Signature of the subscriber
Designation
Department

***Note:** Where a subscriber who has no family makes a nomination, he shall specify in this column that the nomination shall become invalid in the event of the subsequently acquiring a family.

FORM IV

When the subscriber has no family and wishes to nominate more than one person:

I, having no family as defined in Paragraph 5(1) of the General provident Fund-Cum-Pension-cum-Gratuity Rules of the Indian Institute of Technology, hereby nominate the persons mentioned below, to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable or having become payable has not been paid, and direct that the said amount shall be distributed among the said persons in the manner shown below against their names;

| Name & address of the nominee | Relation- ship with the sub- scriber | Age | *Amount of share of accumula- tion to be paid to each | +Contingencies on the happen- ing of which the nomination shall become invalid | Name, address and relationship of the person, if any, to whom the right of the nominee in the event of the no- minee's predece- ssing the sub- scriber |
|-------------------------------|--------------------------------------|-----|---|--|--|
| | | | | | |

Dated thisday of19.....at.....

Two witnesses to signature

1. _____
2. _____

Signature of the Subscriber
Designation
Department

***Note:** This column should be filled in so as to cover the whole amount that may stand to the credit of the subscriber in the Fund at any time.

+Note: Where a subscriber who has no family makes a nomination he shall specify in this column that the nomination shall become invalid in the event of his subsequently acquiring a family.

FORM V

(See paragraph 22)

NOMINATION FOR DEATH-CUM-RETIREMENT GRATUITY

When the member of staff has a family and wishes to nominate one member thereof:

I hereby nominate the person mentioned below, who is a member of my family and confer on him the right to receive any gratuity that may be sanctioned by the Institute in the event of my death while in service and the rights to receive on my death any gratuity which having become admissible to me on retirement may remain unpaid at my death:

| Name & address of the nominee | Relation-ship with member of staff | Age | Contingencies on the happening of which the nomination shall become invalid | Name, address and relationship of the person or persons, if any, to whom the right conferred on the nominee shall pass in the event of the nominee predeceasing the member of staff or the nominee dying after the death of the member of staff but before receiving payment of the gratuity | Amount or share of gratuity payable to each |
|-------------------------------|------------------------------------|-----|---|--|---|
| | | | | | |

This nomination supercedes the nomination made by me earlier on _____ which stands cancelled.

Dated thisday of.....19....at.....

Two witnesses to signature

1. _____

Signature of member of staff

2. _____

Note: The last column should be filled in so as to cover the whole amount of gratuity -----

Nomination by

Designation

Department.....

Signature of Registrar

Date

FORM VI
(See paragraph 22)
NOMINATION FOR DEATH-CUM-RETIREMENT GRATUITY

When the member of staff has a family and wishes to nominate more than one member thereof.

I hereby nominate the persons mentioned below, who are member of my family, and confer on them the right to receive, to the extent specified below, any gratuity that may be sanctioned by the Institute in the event of my death while in service and the right to receive on my death, to the extent specified below, any gratuity which having become admissible to me on retirement may remain unpaid at my death:

| Name & address of the nominee | Relation with member of staff | Age | Amount or share of gratuity payable to each | Continu- gencies on the happen- ing of which the no- mina- tion shall become invalid | Name, address and rela- tionship of the person or persons, if any, to whom the right conferr- ed on nominee shall pass in the event of the nomi- nee predeceasing the mem- ber of staff or the nomi- nee dying after the death of the member of staff but before receiving payment of the gratuity | Amount or share of gratuity payable to each |
|-------------------------------|-------------------------------|-----|---|--|--|---|
| | | | | | | |

This nomination supersedes the nomination made by me earlier on _____ which stands cancelled.

N.B. The member of staff shall draw lines across the blank space below the last entry to prevent the insertion of any name after he has signed.

Dated this _____ day of _____ 19____ at _____

Two witnesses to Signature

1. _____

2. _____

Signature of member of staff

Note: 1. Fourth column should be filled in so as to cover the whole amount of gratuity

2. The amount/share of gratuity shown in last column should cover the whole amount/s are payable to the original nominees.

Nomination by _____
Designation _____
Department _____

Signature of Registrar _____
Date _____

FORM VII

(See paragraph 22)

NOMINATION FOR DEATH-CUM-RETIREMENT GRATUITY

When the member of staff has no family and wishes to nominate one person:

I, having no family, hereby nominate the person mentioned below and confer on him the right to receive any gratuity that may be sanctioned by the Institute in the event of my death while in service and the right to receive on my death any gratuity which having become admissible to me on retirement may remain-unpaid at my death:

| Name & address of the nominee | Relation with member of staff | Age | Contingencies on the happening of which nomination shall become invalid | Name, address and relationship of the person or persons; if any, to whom the right conferred on the nominee shall pass in the event of the nominee predeceasing the member of staff or the nominee dying after the death of the member of staff but before receiving payment of the gratuity | Amount or share of gratuity payable to each |
|-------------------------------|-------------------------------|-----|---|--|---|
| | | | | | |

This nomination supersedes the nomination made by me earlier on _____ which stands cancelled.

Dated this _____ day of _____ 19____ at _____

Two witnesses to signature

1. _____

2. _____

Signature of member of staff

Signature of Registrar

Date _____

Nomination by _____
 Designation _____
 Department _____

FORM VIII

(See paragraph 22)

NOMINATION FOR DEATH-CUM-RETIREMENT GRATUITY

When the member of staff has no family and wishes to nominate more than one person:

I, having no family, hereby nominate the persons mentioned below and confer on them the right to receive to the extent specified below, any gratuity that may be sanctioned by the Institute in the event of my death while in service and the right to receive on my death, to the extent specified below any gratuity which having become admissible to me on retirement may remain unpaid at my death:

| Name & address of nominees | Relation with member of staff | Age | *Amount or share of gratuity payable to each | Continu- gencies on the happen- ing of the nomina- tion shall become invalid | Name, address and rela- tionship of person or persons, if any, to whom the right conferred on the nominee shall pass in the event of the nominee predeceasing the member of staff or the nominee dying after the death of the member of staff but before receiving payment of the gratuity | Amount or share of gra- tuity pay- able to each |
|----------------------------|-------------------------------|-----|--|--|--|---|
|----------------------------|-------------------------------|-----|--|--|--|---|

This nomination supersedes the nomination made by me earlier on _____ which stands cancelled.

N.B.: The member of staff should draw lines across blank space below the last entry to prevent the insertion of any name after he has signed.

Dated thisday of19.....at.....

Two witnesses to signature

1.

2.

Signature of member of staff
Dated _____

- *Note: 1. This column should be filled in so as to cover the whole amount of gratuity
2. The amount/share of gratuity shown in last column should cover the whole amount share payable to the original nominees.

Nomination by _____
Designation _____
Department _____

Signature of Registrar
Date _____

FORM IX

NOMINATION FOR FAMILY PENSION
(See paragraph)

I hereby nominate the persons mentioned below, who are members of my family, to receive in order shown below the family pension which may be granted by the Institute in the event of my death after completion of 5 years qualifying service:

| Name and address of the nominee | Relationship with member of staff | Age | Whether married or unmarried |
|---------------------------------|-----------------------------------|-----|------------------------------|
| | | | |

This nomination supersedes the nomination made by me earlier on _____ which stands cancelled.

N.B.: The member of staff should draw lines across blank space below the last entry to prevent the insertion of any name after he has signed.

Dated thisday of19....at

Two witnesses to signature

1.

2.

Signature of member of staff

Nomination by

Designation

Department

Signature of Registrar

Date

FORM X

FORM OF APPLICATION FOR INJURY PENSION FOR GRATUITY

(See paragraph 37)

1. Name of applicant
2. Father's name
3. Residence, showing village and pergunah
4. Present or last employment Designation
 Department/Section
5. Date of beginning of service at the Institute
6. Length of service, including interruption
7. Classification of injury
8. Pay at the time of injury
9. Proposed pension or gratuity
10. Date of injury
11. Place of payment
12. Date of applicant's birth by Christian era*
13. Date on which the applicant applied for pension

Place

Signature of applicant

Date

Special remarks, if any, by member of the staff in charge of the department/section/office

Signature

*If not known exactly, must be stated on the best information orestimate.

FORM XI

FORM OF APPLICATION FOR FAMILY PENSION
(See paragraph 37)

Application for an extraordinary pension for the family oflate..... killed, or died of injuries received, as a result of special risk of office.

- Submitted by the 1. Name and residence, showing village and perganah
- Description of claimant 2. Age
- 3. Height
- 4. Mark of identification
- 5. Present occupation and pecuniary circumstances
- 6. Degree of relationship to deceased
- 7. Name
- 8. Occupation and service
- Description of deceased 9. Length of service
- 10. Pay when killed
- 11. Nature of injury causing death
- 12. Amount of pension or gratuity proposed
- 13. Place of payment
- 14. Date from which pension is to commence
- 15. Remarks

| | | | |
|--|------------------------------------|-------------|---------------------------------------|
| Name and ages of surviving kindred of deceased | <input type="checkbox"/> Sons | <u>Name</u> | <u>Date of Birth by Christian era</u> |
| | <input type="checkbox"/> Widows | | |
| | <input type="checkbox"/> Daughters | | |
| | <input type="checkbox"/> Father | | |
| | <input type="checkbox"/> Mother | | |

Note: (If the deceased has left no son, widow, daughter, father or mother surviving him, the work 'non' or 'dead' should be entered opposite to such relative..)

Place
Date

Signature of claimant

- Place
Date

Signature of member of staff in- - charge of Department/Section/ Office

FORM XIIFORM TO BE USED BY CONSULTING MEDICAL OFFICER WHEN REPORTING
ON INJURIES

(See paragraph 37)

Confidential Report of the Consulting Medical Officer on the present state of the injury sustained by disease contracted by _____ at _____ (Place of injury, etc.) on _____ (date of injury, etc.)

- (a) State briefly the circumstances under which the injury was sustained/disease was contracted.
 (b) What is the present condition of the member of the staff?
 (c) Is the present condition of the member of the staff wholly due to the injury/disease?

- If not, state to what other causes it is attributable.
 (d) In the case of disease, from which date does it appear that the member of the staff has been incapacitated?

The opinion of the consulting Medical Officer on the question below is as follows:

PART 'A' - FIRST EXAMINATION

The severity of the injury should be assessed in accordance with the following classification and details given in the remarks column below:

| | | | |
|---|-----|---|----|
| Ist the injury | | | |
| (i) (a) the loss of an eye or limb? | YES | ! | NO |
| (b) the loss or more than one eye or limb | | ! | |
| (ii) more severe than the loss of an eye or a limb? | | ! | |
| (iii) equivalent to the loss of an eye or a limb? | | ! | |
| (iv) very severe? | | ! | |
| (v) Severe, but not likely to be permanent? | | ! | |
| (vi) slight but likely to be permanent? | | ! | |

2. For what period from the date of the injury ..

- (a) has the member of the staff likely to remain unfit for duty
 (b) is the member of the staff likely to remain unfit for duty

Remarks: Here the classification above may be amplified if necessary, or details of additional injuries to the main injury may be given.

PART 'B' - SECOND OR SUBSEQUENT EXAMINATIONS

If the original degree of the member of the staff has changed: in which of the above categories should it now be placed?

Remarks:- In this space additional details may be given if necessary.

Dated Signature of Consulting Medical Officer

INSTRUCTIONS TO BE OBSERVED BY THE CONSULTING MEDICAL OFFICER IN PREPARING THE REPORT

1. Before recording his opinion he should invariably consult the previous reports, if any, as also all medical documents connected with the member of the staff on previous examinations brought before him for examination.
2. If the injuries be more than one they should be numbered and described separately and should it be considered that, for instance, though only "severe" or "slight" in themselves, they represent together the equivalent of a single "very sever" injury, such an opinion may be expressed in the columns provided.
3. In answering the questions in the prescribed form he will confine himself exclusively to the medical aspect of the case and will carefully discriminance between the unsupported statements of the member of the staff and the medical and documentary evidence available.
4. He will not express any opinion, either to the member of staff examined, or in his report, as to whether he is entitled to compensation, or as to the amount of it nor will he inform the member of the staff how the injury has been classified.

Sub. National Systems Unit,
 National Institute of Educational
 Planning and Administration
 17-B, SriAurobindo Marg, New Delhi-110016 -
 DOC. No. D-6717.....
 Date..... 11-3-92

NIEPA DC



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