

**PONDICHERRY
ENGINEERING COLLEGE
Pillaichavady, Puducherry-605104.**



**MEMORANDUM OF ASSOCIATION /
RULES AND REGULATIONS
&
SERVICE BYE-LAWS**

**UPDATED UPTO
MARCH 2018**

MEMORANDUM OF ASSOCIATION

**MEMORANDUM OF ASSOCIATION OF THE
ENGINEERING COLLEGE, (PONDICHERRY) SOCIETY**

[Regd. No. 40/84]

I. NAME

The Name of the society shall be “The Engineering College (Pondicherry) Society”.

II. OFFICE

The office of the society shall be situated at Pondicherry.

III. DEFINITIONS

“VISITOR” means Hon’ble Minister for Education, Govt. of Pondicherry.

In this Memorandum and the Rules made thereunder, unless the context otherwise requires,

- a) “Act” means the Societies Registration Act 1860 [Central Act No. 21 of 1860] as in force in the Union Territory of Pondicherry;
- b) “Chairman” means the Ex .officio Chairman of the Governing Body;
- c) “College” means the Pondicherry Engineering College;
- d) “Governing Body” means the Governing Body of the Society;
- e) “General Body” means the General Body of the Society;
- f) “Meeting” means the meeting of the Governing Body;
- g) “Member” means a member of the Governing Body;
- h) “Secretary” means the Member-Secretary of the Governing Body;
- i) “Society” means the Engineering College (Pondicherry) Society;
- j) “State Government” means the Administrator of the Union Territory of Pondicherry appointed under Article 239[1] of the Constitution;
- k) “Union Territory” means the Union Territory of Pondicherry;
- l) “Year” means the financial year followed by the College.

IV. OBJECTS

The object of the Engineering College (Pondicherry) Society shall be :-

- 1) To develop patterns of teaching in under-graduate and post-graduate technical education in any or all of its branches so as to administer a high standard of technical education;
- 2) To produce teachers of caliber in technical education;
- 3) To provide in due course a forum for research in all branches of technical education;
- 4) To bring together in due course in one place facilities of higher order for the training of personnel in all important branches of technical education and engineering.

V. FUNCTIONS OF THE SOCIETY

With a view to promote all the objects specified above the society may:-

- 1) establish and maintain and carry on the administration and management of the Engineering College, Pondicherry and other such institutions and organizations;
- 2) provide under-graduate instructions and post graduate instructions research in all or any of the branches of engineering and technology and other allied sciences and for the advancement of learning and dissemination of knowledge in such branches;
- 3) exchange information and expertise with other institutions, associations and organizations in India and abroad in the field of technical education and engineering and technology;
- 4) conduct experiments in new methods of technical education-both under-graduate and post-graduate in order to arrive at satisfactory standards of such education;
- 5) prescribe courses and curricula for both under-graduate and post-graduate studies other than those for University Degrees;
- 6) make arrangements for courses for University Degrees in accordance with the statutes and regulations of the university to which the college is affiliated;
- 7) impart training to teachers in technical education from different engineering colleges in India;
- 8) create administrative, technical and ministerial and other posts under the society and make appointments thereto;
- 9) prepare, print and publish any papers or periodicals and hold seminars, workshops and conferences in furtherance of the object of the society;
- 10) institute and award scholarships, fellowships, prizes and medals in furtherance of the objects of the society;
- 11) invest and deal with funds and moneys of the society entrusted or endowed to the society in such manner as may be from time to time be determined by the Governing Body;
- 12) confer honorary awards or other distinctions;
- 13) acquire by gift, purchase exchange, lease or hire or otherwise howsoever any immovable property necessary or convenient for the furtherance of the objects of the society and obtain for the transfer of any immovable property;
- 14) construct, maintain and alter any building, or works necessary or convenient for the purpose of the society;
- 15) solicit, obtain or accept subscriptions, donations grants, gifts, devises bequests and trusts from any person, firm, corporation or institution provided that there is no condition or obligation attached to such subscriptions, donations grants, gifts, devises, bequests or trusts that would be contrary to the spirit of or will hinder furtherance of the objects of the society;
- 16) sell, transfer, exchange, mortgage demise of and otherwise deal with any property whatsoever belonging to the society subject to the prior approval of the State Government;
- 17) raise from banks or any other financial or public or private undertaking loans and advances with or without securities including pledge and hypothecation of the

properties and assets of the society provided that prior approval in writing of the Government is obtained in that behalf;

- 18) establish and administer the provident fund for the benefit of the employees;
- 19) pay out of the funds belonging to the society or out of any particular part of such funds, expenses, all or incidental to the formation of the society and management and administration of any of the fore-going objects including all rents, rates, taxes outgoings and salaries of the employees;
- 20) draw, make, accept, endorse and discount cheques, notices or other negotiable instruments;
- 21) for the purposes aforesaid, sign, execute and deliver all such contracts, deeds and other assurances as may be necessary;
- 22) demand, receive such fees and other charges as may be prescribed;
- 23) invite representatives of Government, Universities and other Organizations of India and foreign countries and outstanding scientists to participate in the programmes of the society;
- 24) co-operate with international and national agencies engaged in technical education, research and training and arrange for inter-change of personnel, material and data;
- 25) appoint and hire services or discharge/terminate the services of the personnel and to pay them in return for the services rendered to the society salaries, wages, gratuities, provident funds and other allowances or remuneration in accordance with the rules and regulations and bye-laws of the society;
- 26) frame such rules and regulations and bye-laws for the conduct of the business of the society for the achievement of the objects of the society as aforesaid;
- 27) provide for the maintenance of units of National Cadet Corps for the students of the college;
- 28) prepare and maintain accounts and other relevant records and to prepare annual statements of accounts including balance-sheet of the society in such form as may be prescribed by the State Government;
- 29) forward annually to the State Government accounts of the society as certified by an auditor appointed by the General Body of the Society;
- 30) constitute such committee or committees as it may deem for the disposal of any business of the college or for tendering advice in any matter pertaining to the college;
- 31) delegate any of its powers to the Governing Body of the college or to any other committee or committees constituted by it;
- 32) incur expenditure recurring and non-recurring for purposes of the society; and
- 33) do all such other lawful acts and things either alone or in conjunction with other organizations or persons; as the society may consider necessary, incidental or conducive to the above mentioned objects all or any of them.

VI GENERAL BODY

The General Body of the members of the society shall consist of the following persons, namely :-

1	Chief Secretary to Government, Pondicherry	Chairman
2	Secretary to Government in charge of Finance, Pondicherry	Member
3	Secretary to Lieutenant Governor, Pondicherry	Member
4	Secretary to Government in charge of Education, Pondicherry	Member
5	Director of Education, Pondicherry	Member
6	Additional Director (Technical Education), Education Dept., Pondicherry	Member
7	Deputy Educational Advisor (Technical), Government of India, Ministry of Human Development Resource (Southern region), Madras	Member
8	The nominee of the Southern Regional Council of India (Council of Technical Education)	Member
9	Nominee of the Vice-Chancellor of the University to which the College is affiliated	Member
10	Director, Indian Institute of Technology, Madras or his nominee	Member
11	Two nominees of the teaching staff of the faculty of the College	Member
12	Director, Public Works Department, Pondicherry	Member
13	The Superintending Engineer, Electricity Department, Pondicherry	Member
14	The Managing Director, PIPDIC, Pondicherry	Member
15	The Director of Industries, Pondicherry`	Member
16	The Principal of the College	Member- Secretary

**VII GOVERNING BODY / ADVISORY COMMITTEE (23rd Agenda item No:- 11
held on 17-03-1993)**

The composition of the Governing Body of the society shall be as follows:-

1	Chief Secretary to Government, Pondicherry	Ex. Officio Chairman
2	Secretary to Government in charge of Finance, Pondicherry	Member
3	Secretary to Lieutenant Governor, Pondicherry	Invite
4	Secretary to Government , Law Dept., Pondicherry	Member
5	Secretary to Government in charge of Education, Pondicherry	Member
6	Director of Education, Pondicherry	Member
7	Additional Director (Technical Education), Education Dept., Pondicherry	Member
8	Deputy Educational Advisor (Technical), Government of India, Ministry of Human Development Resource (Southern region), Madras	Member
9	The nominee of the Southern Regional Council of All India Council of Technical Education	Member
10	Two nominees of the Vice-Chancellor of the University to which the College is affiliated	Member
11	Director of Indian Institute of Technology, Madras or his nominee	Member
12	Two Representatives of the PEC faculty nominated by the Chairman	Member
13	One Industrialist from Pondicherry	Member
14	One Industrialist / Eminent Social Worker from Karaikal region	Invite
15	The Principal of the College	Member-Secretary

VIII. AMENDMENT OF MEMORANDUM OF ASSOCIATION

Any amendment to the Memorandum of Association pertaining to the number of members in the Governing Body shall be subjected to the approval of the State Government and be made also with the approval of the General Body.

IX. PROVISION FOR STUDENTS AND STAFF OF ASSOCIATION

- 1) The college and other institutions of the society 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 the religion, belief or profession in admitting students or appointing members, teachers and other staff of the college.
- 2) Fifteen percent of the seats in all disciplines of the Engineering College shall be placed at the disposal of the Government of India for offering seats to students coming from other States on reciprocal basis/Government of India reservation policy basis.
- 3) The teaching staff for the college shall be selected only by a duly constituted Staff Selection Committee on the basis of the All India Council for Technical Education Qualifications for Teaching Staff and within All India Selection basis.
- 4) The staff structure of the college shall be as follows:-
Professor :- Asst. Professor :- Lecturer = 1 :- 2 :- 4

X. SIGNATORIES TO THE MEMORANDUM OF ASSOCIATION

We, the several persons whose names and addresses are given below, having associated ourselves for the purpose described in this Memorandum of Association had hereby subscribe our names to this Memorandum of Association and set out our several and respective hands hereunto and form ourselves into a society under the Act, this the 6th day of April 1984.

SI. No.	Name, address and occupation of the member	Signature of member	Name, address and occupations witness	Signature of witness
[1]	[2]	[3]	[4]	[5]

SI. No.	Name, address and occupation of the member	Signature of member	Name, address and occupations witness	Signature of witness
[1]	[2]	[3]	[4]	[5]

**RULES AND REGULATIONS OF
THE
ENGINEERING COLLEGE
(PONDICHERRY) SOCIETY**

**RULES AND REGULATIONS OF THE
ENGINEERING COLLEGE (PONDICHERRY) SOCIETY**

(Regd. No. 40/84)

1. **Title:-** - These rules and regulation may be called the Engineering College (Pondicherry) Society Rules and Regulations.
2. a) **Office:-** - The Office of the Society shall be situated at Pondicherry.

b) **Working house:-** - Subject to the control of the Governing Body, the working hours of the society will be as prescribed by the Secretary as per requirements.
3. **Authorities of the society:-** - The following shall be the authorities of the Society, namely:-
 - i) The General Body;
 - ii) The Governing Body and the Executive Committee; and
 - iii) Such other Committee as have been appointed under these present and other authorities as may be appointed by the General Body from time to time specifying their duties, powers and functions.
4. **General Body:-** - The General Body will include all the members of the society as the specified in para VI of the Memorandum of Association.
5. **Governing Body/ Advisory committee:-** -
 - i) The composition of the Governing Body which shall be called the Board of Governors, Engineering College (Pondicherry) Society (hereinafter referred to as the Board) shall be as prescribed in paragraph VII of the Memorandum of Association.
 - (ii) The Governing Body/ Advisory committee may co-opt from time to time for such period as may be deemed fit, representatives of other organization of institutions which may be concerned with the work or programme of the society and the individuals with special knowledge or interest in such work or programme.
 - (iii) The members nominated by the state Government shall hold office during the pleasure of the Government and at any rate shall not office for a period exceeding three years;
Provided that –
 - a) The members appointed by virtue of their office shall cease to be members when they cease to hold such office; and

- b) A member shall cease to hold office if he resigns or becomes of unsound mind or is adjudged as insolvent or is convicted of a criminal offence involving moral turpitude.

6. Meeting of the General Body:- -

- 1) The society shall, each year, hold an annual meeting,

As soon as may be, after the expiry of the previous year,

- 2) The following business shall be transacted at such meeting;

- a) Confirmation of the minutes of the previous general meeting;

- b) Consideration and approval of the annual report on the management of the society for the preceding year together with an audited copy of the balance-sheet, income and expenditure statement and the Auditor's report;

- c) Appointment of Auditors;

- d) Consideration of any matter or matter that may be brought before it with the permission of the Chairman.

- 3) The society may hold extraordinary meeting whenever the Chairman thinks it necessary to whenever a requisition in this behalf is made in writing by such number of members as specified in these rules.

- 4) (a) Written notice of every meeting shall be sent to all the members either personally or through post to the member as entered in the roll of members. When the notice is sent by post, due service shall be presumed if the cover containing the notice properly addressed is posted.

- b) The accidental omission to give notice to or the non-receipt of notice by any member or other person to whom it should be given shall not invalidate the proceedings of the meeting.

- c) Every notice shall be sent:-

- i) in the case of annual meeting, not less than 21 days before the date fixed for the meeting;

- ii) in the case of ordinary meeting, not less than 15 days before the day fixed for the meeting:- and

- iii) in the case of extraordinary meeting, not less than 10 days before the date fixed for the meeting.

- 5) The Chairman, may at any time arrange a meeting of the General Body and shall do so if a requisition for that purpose is presented to him in writing by not less than 8 members specifying the subject of the meeting proposed to be called.

- 6) a) The quorum for any meeting shall be one third of total members.
 - b) If, within half-an-hour from the appointed for holding an ordinary meeting, the quorum is not present ,the meeting shall stand adjourned to a later hour on the same date or the same hour on any other date as the person presiding fixes.
 - c) If, at adjourned meeting also, a quorum is not present within half-an-hour from the time appointed for holding the meeting, the meeting shall stand cancelled.
 - d) In the case of extraordinary meeting, if within half-an-hour from the time appointed for holding a meeting the quorum is not present the meeting shall stand cancelled.
- 7) Every meeting shall be presided over by the Chairman and if the Chairman is absent, by any other member, as the members present at the meeting, shall elect.
- 8) Voting:- All matters submitted to a meeting of the society shall be decided by a majority of members present and voting thereon and incase of any quality of votes, the chairman or the person presiding shall have a casting vote, in addition to the vote to which he may be entitled as a member.
- 9) Any vacancy or defect in the appointment, nomination or co-option of any member of the society shall not invalidate any act or proceeding of the society.

7. Record of Business:- -

- 1) A record shall be maintained of all business transacted by the society.
- 2) All the decisions of the society shall, as far as possible, be recorded the form of resolution and any entry of such decisions in the book of proceedings of the society shall be conclusive evidence of the fact that such decisions were taken by the General Body.
- 3) The proceedings of every meeting of society shall be circulated to the members.

8. Register of Members:- - The society shall maintain a register wherein the address and occupation of all the members shall be entered. Change of address shall be notified by the member concerned to the Secretary who shall enter the new address in the register. If a member fails to notify his new address, the address in the register of members shall be deemed to be his correct address.

9. Meetings of the Board:- - The Board shall meet as often as it is necessary but at least once in a quarter.

10. Resolution by Circulation:- -

1) Any business which may be necessary for the Board to transact, may, if the Chairman directs, be dealt with by circulation of papers under registered cover, of the members for the time being in India at their usual address, and any resolution so circulated and approved by all the members by signing shall be as effectual and binding as if the resolution has been passed at a meeting of the Board.

2) When any business is so referred to the member by circulation, a period of not less than 10 days, shall be allotted for the receipt of replies from the members, such period to be counted from the date on which the notice of business is issued.

3) If the resolution is circulated, the result of circulation shall be communicated to all the members.

11. Powers and Functions of the Board:-

1). Subject to the provisions of the Act, the Board shall manage the society and its institution in such manner as to promote its objects. It shall have full powers and authority to deal with all matters, things and deals which are necessary and expedient to carry out said objects.

2) Without prejudice to the generality of the forgoing powers, the Board shall have and shall perform the following powers and functions, namely:-

a) the framing of broad policies to carry out the object of the society;

b) to make such bye-laws as they shall think essential for the regulation of the business of the society ;

c) to consider and sanction Budget Estimates ;

d) sanction of expenditure in accordance with the financial bye-laws;

e) to invest the funds of the Society in the State Bank of India and other nationalized Bank or Trustee Securities;

f) to borrow moneys on such terms and condition as are deemed expedient ;

g) to prepare and execute plans and programmes for the establishment of the College and other institutions and to carry on the administration and management after such establishment ;

h) to receive grants and contribution and to have custody of the funds of the society and to manage the properties of the society;

- i) to prescribe and conduct course of study, training and research in different branches of Engineering and Technology for the advancement of learning and dissemination of knowledge in such branches;
- j) to prescribe the rules and regulation for the admission of students of 8students for the various courses of study in conformity with the policy approved in this behalf by the Memorandum of Association by the State and the Central Government;
- k) to prescribe rules and regulation for and to hold examinations and declare the result and award for the courses other than those for University Degree and in respect of latter to make all such arrangements as it may be required to do by the statues, ordinances and regulations of the University to which the college is affiliated;
- l) to institute and award fellowship, scholarship, prizes and medals;
- m) to provide for and supervise the residence, health, discipline and well-being of the student of the College;
- n) create posts and regulate recruitment to staff of the society and its institutions;
- o) to enter into an agreement or contract with any Government or local authority to obtain from such Government or local authority any right privilege or concession effectually or other purpose of carrying out the object of the society;
- p) to draw, accept, endorse , discount, execute, assign, issue and otherwise deal with cheques, hundies, drafts, certificates, receipts Government securities, promissory notes, bills of exchange or other instruments whether negotiable or not for the purpose of the society;
- q) to prescribe the course of studies at the society, add or omit any course thereto or therefrom;
- r) to pay all costs and expenditure incurred for the promotion, establishment and registration of the society;
- s) to co-operate with any organization in the matter of education and training in Engineering and Technology;
- t). to enter into agreement for and behalf of the society;
- u) to sue and defend all legal proceedings on behalf of the society;
- v) to appoint committees for the disposal of any business of the college or for tending advice in any matter pertaining to the society;

w) to delegate to such extent as it may deem necessary, any of its powers to any office or committee;

x) to make, adopt, amend, vary or rescinded from time to time, bye-laws for the regulation, of, and for any purpose connected with the management and administration of the affairs of the society and for the furtherance of its objects;

y) to make, adopt, vary or rescinded from time to time, bye-laws:-

i) for the conduct of the business of the Board and the Committee to be appointed by it or by these rules;

ii) for delegation of its powers;

iii) for fixing the quorum, or

iv) for the co-option of members of the Board.

z) to do all other acts and things either alone or in collaboration with such other organization or person, as the society may consider necessary incidental or conducive to the attainment of the aforesaid objectives or any of them;

3) The Chairman of the Board shall exercise such of the powers of the Board in cases of emergency, subjects to ratification of the Board later.

12. Executive Committee :- 1) There shall be a standing Executive Committee and its composition shall be as follows :-

1	The Ex- officio Chairman of the Board	Chairman
2	The Secretary to Government, Finance Department, Pondicherry	Member
3	The Secretary to Government, Educational Department Pondicherry	Member
4	The Director of Education, Pondicherry	Member
5	Deputy Educational advisor [T] Ministry of Human Resource Development, Government of India, (Southern region), Madras.	Member
6	Additional Director (Technical Education), Educational Department, Pondicherry.	Member
7	One expert to be nominated by the of the University to which the College if affiliated	Vice-Chancellor Member
8	The Principal of the College, Pondicherry	Member-Secretary

2) The Executive Committee will perform the current duties of the society and such other duties as the Board may, by bye-laws resolution or otherwise prescribed and the Executive Committee will supervise generally the affairs of the society and in case emergency, may perform any duty and exercise any power of the Board without prejudice to the general powers of the latter whom all proceedings in exercise of such emergency authority shall be reported at the next meeting.

3) Without prejudice to the generality of the foregoing powers and subjects to the control of the Board, the Executive Committee shall have the following powers, namely:-

- a) To pay the charges and expenses preliminary and incidental to the establishment under registration of the society;
- b) To purchase or otherwise acquire for the society and property which the society is authorized to acquire at such and generally on such terms and conditions as it think fit.
- c) To institute, conduct, defend compound or abandon any legal proceedings by or against the Board or otherwise on the affairs of the society.
- d) In case of emergency, to invest as it deem fit the funds and money of the society upon such security and in the manner as deemed fit and from time to time to vary and realize such investments, and
- e) To enter into such negotiations contracts and rescind and vary all such contract and execute and do all such acts, deeds and things in the name and on behalf of the Board, as they may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purpose of the society.

13 Other Committees:-

- 1) The Board may form committees consisting of members and non-members for any purpose it consider necessary on such terms it may fix.
- 2) Notwithstanding the provisions of sub-rule (1), there shall be standing committees for different purpose and their composition as follows:-

I. Finance Committee:-

1	Chairman of the Board	Chairman
2	Secretary to Government, Finance Department, Pondicherry	Member
3	Secretary to Lieutenant Governor, Pondicherry	Member
4	Secretary to Government, Finance Department, Pondicherry	Member
5	Director of Education, Pondicherry	Member
6	Deputy Educational Advisor (Technical), Government of India, Ministry of Human Resource Development, (Southern Region), Madras.	Member
7	Principal of the College	Member-Secretary

II. Building Committee

1	Chairman	Chairman
2	Secretary to Government, Finance Department, Pondicherry	Member
3	Secretary to Government in charge of Public Works, Pondicherry	Member
4	Secretary to Lieutenant-Governor, Pondicherry	Member
5	Secretary to Government, Educational Department, Pondicherry	Member
6	Director, Public Works Department, Pondicherry.	Member
7	Principal of the College	Member-Secretary

III. Equipment and Purchase Committee:-

1	Secretary to Government in charge of Education, Pondicherry.	Chairman
2	Director of Education, Pondicherry	Member
3	Head of the Department concerned of the College	Member
4	Principal of the College	Member-Secretary

IV. Academic Committee:-

1	Secretary to Government in charge of Education, Pondicherry.	Chairman
2	Secretary to Lieutenant Governor, Pondicherry	Member
3	Deputy Educational Advisor (Technical), Government of India, Ministry of Human Resource Development, (Southern Region), Madras.	Member
4	Director of Education, Pondicherry	Member
5	One expert nominated by the Vice-Chancellor of the University to which the college is affiliated	Member
6	One Industrialist to be nominated by the Chairman	Member
7	Director of Higher and Technical Education	Member
8	One Nominee of the All India Council of Technical Education	
9	The Senior most Professor of the College	
10	Principal of the College	Member-Secretary

V. Staff (Teaching) Selection Committee:-

1	Chairman of the Board of his nominee	Chairman
2	Secretary to Government in charge of Education, Pondicherry.	
3	Deputy Educational Advisor (Technical), Government of India, Ministry of Human Resource Development, (Southern Region), Madras.	Member
4	One expert nominated by the Vice-Chancellor of the University to which the college is affiliated	Member
5	Two experts in field	Member
6	Head of the Department for all the teaching posts lower than his/her rank	Member
7	Principal of the College	Member-Secretary for all posts except that of Principal

VI. Staff (Non-Teaching) Selection Committee:-

1	Secretary to Government, Education Department, Pondicherry	Chairman
2	Principal	Vice Chairman
3	Director of Education, Pondicherry	Member
4	One expert, normally, Head of the Department concerned	Member
5	One member of the Board (Governing Body) to be nominated by the College	Member

- 3) The Board may make bye-laws from time to time regulating the functions of the Committees and also the procedure that shall be followed by them in conducting their business.
- 4) Casual vacancies in the committees may be filled up by the Chairman of the Board by nomination and the Chairman of a Committee may also co-opt. any member as and when necessary.
- 5) Save as otherwise provided by the Board bye-laws, all committees shall be advisory bodies to the Board and shall function subject to the control of the Board.

14. Funds of the Society:- -

- 1) The society shall maintain a fund to which shall be credited-
 - a) all moneys provided by the State / Central Government;
 - b) all fees and other charge received by the society;
 - c) all moneys received by the society by way of grants, gifts, donations, benefactions, bequests or transfers; and
 - c) all moneys received by the society in any other manner or form any other source.
- 2) all money credited to the fund shall be deposited in such banks or invested in such manner as the Board may, with the approval of the State Government decide.
- 3) The funds shall be applied towards meeting expenses of the society including expenses incurred in the exercise of its power and discharge of its functions.

15. Property of the Society:-

- 1] The society shall be the owner of all its properties, movable and immovable.
- 2) The Board shall be the custodian of the properties and funds of the society and shall manage the same prudently for the purpose of the society;
- 3) The moneys of the society shall be credited to an account opened in the name of the society with any of the nationalized banks and any withdrawal therefrom shall only be by cheques signed by such persons as the Board may from time to time authorize or specify in or under the financial bye-laws made for this purpose.
- 4) The society shall maintain proper accounts and balance sheet for each year.
- 5) The annual accounts of the society shall be audited by the certified auditor appointed by the Board.

16. Application of the Income and Property:-

The income and property of the society shall be applied solely towards the promotion of the objects of the society as specified in the Memorandum of Association and any expenditure incurred shall be subject to such restrictions as the Central Government or the State Government may from time to time impose in respect of grants or donation made by them. No part of the income or property of the society shall be spent or transferred directly or indirectly by way of dividends, bonus or otherwise, howsoever, to person who at any time have been member of the society except as required by any law for the time being in force or by way of remuneration for services rendered to the society or as travelling allowance, daily allowance or other similar compensatory allowance.

17. Travelling and Daily Allowance to be paid to the Members of the Board and the Committees-

(1) The Chairman and the member of the Board and the Standing Committees shall not receive any remuneration or other allowance except travelling allowance and daily allowance for attending meeting of the Board or of the committees, as the case may be.

2) The Chairman and the member of the Board and the Committees, if they are whole time officers of the Government, shall be entitled to such travelling daily allowance for the performance of journey for attending the meeting of the Board or the committees or for attending any other work of the society as are admissible under the rules applicable to them for journey performed on official duty.

3) The members of the Board and the committees who are not officers of the Government are entitled to travelling and daily allowance at the rate from time to time applicable to an officer of the 1 Grade in the Central Government.

4) The Chairman of the Board may for special reasons sanction journeys by air, not otherwise admissible, by members of the Board or the Committees.

18. Principal:- –

1) The Board shall appoint the Principal of the college with the approval of the State Government.

2) The Principal shall be the Chief Academic and Executive Officer of the college and for the imparting of instruction and maintenance of the discipline therein. All other staff of the college shall be subordinate to the Principal. He shall be the custodian of the records, the funds of the college and such other properties of the college as the Board may commit to his charge.

3) The Principal shall have such other powers and perform such other duties as may be delegated or assigned to him by the Board.

- 4) The Principal may delegate any of his power to any of his subordinates with the approval of the Board.
- 5) The Principal shall act as the Secretary of the society, the Board and such other committees as the society or the Board may decide.
- 6) In the event of the post of the Principal remaining vacant or the Principal being absent or unable to perform his duties for any reason, it shall be open for the Board to direct any officer or officers in the service of the society to exercise temporarily such powers and perform such functions and duties of the Principal as the Board may deem fit.

19. Registrar:- -

- (1) There shall be a Registrar who shall be a whole time officer of the College and shall be appointed by the Board on such terms and conditions as may be laid down in the bye-laws.
- 2) The Registrar shall be directly responsible to the Principal of the College for the proper discharge of his duties and functions as may be laid down by the bye-laws.
- 3) The Registrar shall exercise such power and perform such duties as may be delegated or assigned to him by the Board or the Principal.

20. Returns Report to be submitted to State Government :-

- (1) Within six months after the close of every financial year, the society shall submit to the State Government a report on the working of the college in the previous year together with an audited statement of accounts showing the income and expenditure for the previous year.
- 2) The society shall submit to the State Government, the Budget Estimates for every financial year by such date before the end of the previous year as the State Government may fix in this behalf.

21. Authentication of Orders, Instruments, etc.:-

- (1) All orders, decisions of the Board and the Committees of the society shall be authenticated by the Secretary or such other officer of the society authorized by the Board in this behalf.
- 2) For the purposes of section 6 of the Act, the person in whose name the society may sue or sued shall be the Secretary.
- 3) All contracts for and on behalf of the society shall be expressed to be made in the name of the society and shall be executed by the Secretary and one other members of the Board to be nominated by the Chairman.

22. Validation:-

No act done of proceeding taken by the Board or any Committee shall be questioned on the ground merely of the existence of any vacancy in or defect in appointment of the member thereof.

23. Resolution and Winding up:-

The society may be dissolved and wound up in accordance with the provisions of section 13 of the Act and the property of the society shall be applied on such dissolution in the manner provided in the Act.

24. Amendment to the Memorandum of Association, etc. –

No amendment in the name, Memorandum of Association or rules and regulations of the Society shall be made except in accordance with the provisions of section 12 and 12-A of the Act.

We, the following members of the society certify that the rules of the society given above are a correct copy thereof:-

SI. No.	Name	Occupation	Address	Signature
[1]	[2]	[3]	[4]	[5]

SOCIETIES REGISTRATION (PONDICHERY AMENDMENT) ACT 1969

Change of Name

12-A. Any number not less than three-fifths of the members of any society registered under section 3 may, subject to the provisions of section 12-B, by a resolution or otherwise change its name.

Registration of Change of Name

12-B. (1) Where a proposition for change of name has been agreed to and confirmed in the manner prescribed by section 12-A, a copy of the proposition so agreed to and confirmed shall be forwarded to the Registrar of Companies for registering the change of name.

(2) Save as provided in section 18-A, the Registrar shall, if he is satisfied that the provisions of this Act in respect of change of name have been complied with, register the change of name and issue, a certificate of registration altered to meet the circumstances of the case. On the issue of such a certificate, the change of name shall be complete.

(3) The Registrar shall charge for any copy of a certificate issued under sub-section (2), a fee of rupee one and all fees so paid shall be accounted for to the Government.

Effect of Change of Name

12-C. The change in the name of a society shall not affect any rights or obligations of the society or render defective any legal proceeding by or against the society, and any legal proceeding which might have been continued or commenced by or against it by its former name may be continued or commenced by or against it by its new name."

(4) A special meeting may be convened at any time on the requisition of the President or Chairman of the Executive Committee, if any, or on the requisition of not less than three members of the Executive Committee or seven members of the general body of the society, who shall state in writing the business for which they wish the meeting to be convened. The Secretary shall convene a meeting of the society before the lapse of ten days from the date of the receipt of the requisition.

(5) If a member has no registered address in the Union territory and has not furnished to the society an address within the Union territory for serving notice to him, a notice advertised in two newspapers (one in English and the other in any one of the vernacular languages) circulating in the neighbourhood of the registered office of the society shall be deemed to be duly given to him on the day on which the advertisement appears.

(6) A copy of every alteration made in the rules and regulations of the society, certified to be a correct copy in the manner prescribed as aforesaid shall be sent to the Registrar within fifteen days of making of such alterations.

(7) If a society makes default in complying with the requirements of sections 4 and 4-A, it shall be liable to a fine not exceeding fifty rupees.

SOCIETIES REGISTRATION ACT 1860

who shall possess himself of or detain any property of the society in a manner or for a time contrary to such rules, or shall injure or destroy any property of the society, may be sued for such arrear or for the damage accruing from such detention, injury, or destruction of the property in the manner hereinbefore provided.

Recovery by successful defendant of courts adjudged:- But if the defendant shall be successful in any suit or other proceedings brought against him at the instance of the society, and shall be adjudged to recover his costs, he may elect to proceed to recover the same from the officer in whose name the suit shall be brought, or from the society, and in the latter case shall have process against the property of the said society in the manner above described.

11. Members Guilty of Offences Punishable as Strangers:- Any member of the society who shall steal, purloin, or embezzle any money or other property, or willfully, and maliciously destroy or injure any property of such society, or shall forge and deed, bond, security for money, receipt, or other instrument, whereby the funds of the society may be exposed to loss, shall be subject to the same prosecution, and, if convicted, shall be liable to be punished in like manner, as any person not a member would be subject and liable to in respect of the like offence.

12. Societies Enabled to Alter, Extend or Abridge their Purposes:- Whenever it shall appear to the governing body of any society registered under this Act, which has been established for any particular purpose or purposes, that it is advisable to alter, extend, or abridge such purpose to or for other purposes within the meaning of this Act, or to amalgamate such society either wholly or partially with any other society, such

governing body may submit the proposition to the members of the society in a written or printed report, and may convene a special meeting for the consideration thereof according to the regulations of the society; but no such proposition shall be carried into effect unless such report shall have been delivered or sent by post to every member of the society ten days previous to the special meeting convened by the governing body for the consideration thereof, nor unless such proposition shall have been agreed to by the votes of three-fifths of the members delivered in person or by proxy, and confirmed by the votes of three-fifths of the members present at a second special meeting convened by the governing body at an interval of one month after the former meeting.

Comments

Scope:- Section 12-D of the Societies Registration Act, 1860 (as amended in U.P.) only confers powers for cancellation of registration in the circumstances given in the Act. The section does not confer any power for recognizing anybody either as manager or renewing the registration of the society with a particular name. In view of the said state of law declared by this Court and having regard to the facts of case, I find that the impugned orders are in the teeth of the aforesaid decisions and accordingly the said impugned orders are hereby quashed.

Under the provisions of Sec. 12-D (2), an appeal shall lie against the order made under sub-section (1) of Sec. 12-D. The cancellation of registration of Society under Sec. 12-D (1) is provided on the grounds enumerated in sub-clauses (a), (b) and (c). The Commissioner has only mentioned that the appeal shall lie against an order of cancellation of certificate but has not considered whether this cancellation of registration was done on the grounds enumerated under Sec. 12-D (1) or not. The question whether a society is entitled to renewal of registration under Sec. 3-A or not is liable to be referred to the State Government by the Assistant Registrar

13. Provision for Dissolution of Societies and Adjustment of their Affairs:- Any number not less than three-fifths of the members of any society may determine that it shall be dissolved, and thereupon it shall be dissolved forthwith, or at the time then agreed upon, and all necessary steps shall be taken for the disposal and settlement of the property of the society, its claims and liabilities according to the rules of the said society applicable

SERVICE BYE-LAWS
THE
ENGINEERING COLLEGE
(PONDICHERRY) SOCIETY

Special Meeting of the Board of Governors of the Engineering College (Pondicherry) Society held at Raj Nivas under the Chairmanship of this Excellency, the Lieutenant Governor of Pondicherry at 03.00 P.M. on 27.02.1987 (P/19 of the Minutes Book)

Engineering College (Pondicherry) Society

Service Bye-Laws - 1985

In exercise of the powers conferred by Sub Para (25) and (26) of Para V of the Memorandum of the Association of the Engineering College (Pondicherry) Society and also Rule 11 (2) (6) of the Rules and Regulations of the Engineering College (Pondicherry) Society, the Governing Body hereby makes the following Bye-laws namely:- -

1) Title and Commencement:-

- i. These bye-laws may be called the Engineering College (Pondicherry) Society, service Bye-laws 1985.
- ii. It shall come into force at once.

2) Definition:-

In this Bye-law unless the context otherwise requires:-

- a) "Academic Staff" means any member of the staff engaged wholly or partly in teaching and/or research and so declared by the Secretary;
- b) "Administrative Staff" means any member of the staff engaged wholly or partly in the management of the College and aiding the Principal in the administration, and as may be decided by the Governing Body.
- c) "Technical Staff" means any member of the staff engaged wholly or partly in aiding the teaching side of the College, and as may be decided by the Board;
- d) "Chairman" means the Chairman of the Governing Body;
- e) "Vice-Chairman" means the ex-officio Vice-Chairman of the Governing Body;
- f) "Secretary" means the Principal who is the Member Secretary of the Governing Body;
- g) "Employee" means a person in the service of the Society in any post and including the academic staff, administrative and technical staff;
- h) "Government" means the Government of Pondicherry;
- i) "Governing Body" means the Governing Body of the Society;
- j) "Rules" means the Rules and Regulations of the Society;
- k) "Schedule" means the schedule appended to these bye-laws;
- l) "Society" means the Engineering College (Pondicherry) Society;
- m) "Year" means the financial year followed by the Government;
- n) "Appointing Authority" means as defined in C and R rules;
- o) "College" means Pondicherry Engineering College;
- p) "University" means the University to which the college is affiliated;

3) Whole Time Service:-

Unless in any case it be otherwise distinctly provided, the whole time of an employee shall be at the disposal of the society and he may be called upon to perform any function as required by the authority concerned without claim for any additional remuneration.

4) The Chairman:-

- 1) The Chairman shall have the power to fix, on the recommendations of the staff selection committee, the initial pay of an incumbent at a stage higher than the minimum of the scale in respect of posts to which appointment can be made by the Governing Body under the provisions of the rules and regulations.
- 2) The Chairman shall have the power to send the members of the staff of the College for training or for a course of instruction outside India subject to such terms and conditions as may be laid down by the Governing Body from time to time.
- 3) Contract of Service between the College and the Principal when appointed on contract Amended as per the V meeting of the Finance Committee Meeting held on 12.02.1987 shall be in writing as set out in schedule "A" and be expressed to be made in the name of the college, 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 Governing Body and inform the Governing Body of the action taken by him for its approval.

5) Travelling Allowance:-

- 1) Members of the Governing Body and other Authorities of the college and the members of the Committees constituted under the rules and regulations or these Bye-laws or appointed by the Governing Body and other authorities, other than Government employees and employees of the College shall be entitled to travelling allowances and D.A. for attending the meetings of the Authorities and their committees as laid down by the Governing Body from time to time.
- 2) Members of the Governing body and other Authorities of the college and the Committees who are Government employees shall receive travelling allowances and daily allowance from the source from which they draw their salaries at rates admissible to them. If so, required, the college shall reimburse the Department/Govt. Concerned.

If, however required by the members, the college shall reimburse the T.A. or D.A. as laid down by the Governing Body from time to time, to the members concerned if they declare that they shall not claim TA and DA from other sources.

Provided that the College may pay to the aforesaid Government employees travelling allowance and daily allowance at the rates admissible to them, if they have been authorized by the appropriate Government to receive such travelling allowance and daily allowance.

6) The Principal:-

- 1) Subject to the budget provisions made for the specific purpose, the Principal shall have the power to incur expenditure in accordance with the procedure as may be laid down by the Governing Body from time to time.
- 2) The Principal 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 Governing Body.
- 3) The Principal shall have the power to waive recovery of overpayment upto Rs.500/- to a member of the staff whose basic pay is Rs.500/- per mensem or less, not detected within twenty-four months of payment. Every such waiver shall, as soon as possible, be reported to the Governing Body.
- 4) The Principal 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 Governing Body from time to time.
- 5) The Principal shall have the power to fix, on the recommendations of the Staff 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 appointment can be made by him under the powers vested in him by the provisions of the Rules and Regulations.
- 6) The Principal shall have the power to employ various categories as required on daily wages at the rates fixed by the Government of Pondicherry from time to time. (Amended as per the V Finance Committee Meeting held on 12.02.1987)
- 7) The Principal 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 Governing Body from time to time.
- 8) The Principal shall have the power to sanction remission or reduction of rents for buildings rendered wholly or partially unsuitable.
- 9) The Principal 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 the availability of funds, the Principal 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 Governing Body provided that no such post, of which the Principal is not the appointing authority, shall be so created.

11) If, for any reason, the Principal is temporarily absent for a period not exceeding one month, the Principal may or assign to any member of the staff of the college any of the functions of the Principal as he deems fit. Provided that if, at any time, the temporary absence of the Registrar exceeds one month, the Governing Body may, if it thinks fit, authorize the Principal to take over or assign the function of the Principal as aforesaid, for a period exceeding one month.

12) All contracts for and on behalf of the College except the one between the college and the Principal shall, when authorized by a resolution of the Governing Body passed in that behalf, be in writing and be expressed to be made in the name of the College, and every such contract shall be executed on behalf of the College by the Principal, but the Principal shall not be personally liable in respect of anything under such contract.

13) The Principal may, during his absence from headquarters, authorize the Senior-most professor present, to sanction for travelling allowance, contingencies and medical treatment of the staff and sign and countersign bills on his behalf and authorize him for assuming such powers of Principal as may be specifically delegated to the senior-most professor by him in writing.

14) The Principal may, at his discretion, constitute such committees as he may consider appropriate.

15) 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 Principal may discharge the functions assigned to the Chairman under Bye-laws 7.

16) The Principal may, with the approval of the Governing Body, delegate any of his powers, responsibilities and authorities vested in him by rules and regulations to one or more members of academic or administrative staff of the College.

17) The privileges of a Principal on regular appointment shall not be less than those extended to a Principal on contract basis.

7) Classification of the Members of the Staff of the College:-

Except in the case of employees paid from contingencies, the members of Staff of the College shall be classified as follows, namely:- -

- a) Academic which term shall include Principal, 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 General Body.
- 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 Governing Body.

- c) Administrative and others which term shall include 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 Governing Body.

8) Appointments:-

1) All posts at the College shall normally be filled by advertisement; but the Governing body shall have the power to decide, on the recommendations of the Principal, that a particular post be filled by invitation or by promotion from amongst the members of the staff of the College.

2) While making appointments, the appointing authority shall take into consideration the claims of the members of the Scheduled Castes and Scheduled Tribes and other categories consistently with maintenance of efficiency of administration and the teaching at the College.

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

Staff (Teaching) Selection Committee under Rule (13) (2) substituted vide V Finance Committee meeting held on 12.02.1987.

In case of Technical, Administrative and other posts, the staff Selection Committee under Rule 13 (2) (VI) of the Rules and Regulations of the Engineering College (Pondicherry) Society shall be the Selection Committee (Non-teaching).

4) Where a post is to be filled on contract basis or by invitation, the Chairman, may, at his discretion, constitute such adhoc Selection Committee as circumstances of each case may require.

5) Where a post is to be filled by promotion from amongst the members of the College or temporarily for a period not exceeding twelve months, the Governing Body shall lay down the procedure to be followed.

6) If the post is to be filled by advertisement, the terms and conditions of the post shall be advertised by the Principal and all applications received within the date specified in the advertisement shall be considered by the Selection Committee.

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

7) The Staff 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 Staff Selection Committee or brought otherwise to the notice of the Committee. The Staff 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 Governing Body or the Principal, as the case may be, the names of the selected candidates being arranged in order of merit.

8) No act or proceeding of Staff 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 Staff Selection Committee is found necessary, the Principal shall give notice of the meeting to the members of the Committee at least a fortnight before the date of the meeting.

9) A candidate applying for a post under the College shall be charged application fees at the rates detailed below:-

Amended vide V Finance Committee meeting held on 12.02.1987

	Rs. P.
a) Post carrying a scale of pay, the initial salary of Which is less the Rs.2,000/- per mensem.	Rs.25.00
b) Post carrying a scale of pay, the initial salary of Which is Rs.2,000/- and above	Rs.50.00

Provided that the candidate belonging to Scheduled Castes and Scheduled Tribes candidates should be charged $\frac{1}{4}$ of that applicable to other.

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 Governing Body from time to time.

10) Candidates selected for interview for a post under the College may be paid such travelling allowances as may be determined by the Governing Body from time to time in this behalf.

11) All appointments made at the College shall be reported to the Governing Body at its next meeting.

9). TERMS AND CONDITIONS OF SERVICE OF PERMANENT EMPLOYEES:-

Permanent employees of the College shall be governed by the following terms and conditions, namely:-

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 Governing Body.

Provided that the Governing Body may, for sufficient reasons, relax the medical requirements in any particular case or cases or dispense with such medical examination in any case or claim or cases, subject to such candidates _____ class by the Governing Body.

2) Subject to the provisions of the Rules and Regulations and Bye-laws, all appointments to posts in the College shall ordinarily be made on probation for a period of two years after which the appointee, if confirmed, shall continue to hold his Office subject to the provisions of the Rules and Regulations and Bye-laws till the end of the month in which he attains the age of 60 years.

Provided that where the Governing Body consider that in the interests of students and for the purposes of teaching and guiding the research scholars, any member of the academic staff should be reemployed, it may reemploy such a member till the end of the semester or the academic session as may be considered appropriate in the circumstances of each case.

Provided further that where it becomes necessary to re-employ any such member beyond the end of the semester or academic session as the case may be, the Governing Body may, re-employ any such member for a period up to three years in the first instance and up to two years thereafter and in no case exceeding the end of the academic session in which he attains the age of 65 years.

Provided also that in no circumstances such member shall be reemployed for any purposes other than those of teaching and guiding the research scholars.

3) i) The appointing authority shall have the power to extend the period of probation of any employee of the College for such periods as may be found necessary but not exceeding two years in the aggregate, 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 completed satisfactorily the period of probation.

ii) During the period of probation, the service of an employee may be terminated on a month's notice or on payment of a month's salary in lieu thereof without any cause being assigned.

4) 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 a Medical Authority nominated by the Governing Body, his retention in service is considered undesirable by such appointing authority.

5) The Governing Body shall have the power to terminate the services of any member of the staff on grounds of retrenchment or economy by giving the persons concerned six months' notice in writing or on payment of six months' salary in lieu thereof.

6) An employee of the College may terminate his engagement by giving the appointing authority three 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.

7) The Principal may place a member of the staff appointed at the College 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 period of suspension, the member of the staff shall be entitled to the following payment, namely:- -

- a) A subsistence allowance at an amount equal to the leave salary which the staff member would have drawn if he had been on leave on half average pay or on half pay and in addition, dearness allowance, if admissible on the basis of such leave salary;

Provided that where the period of suspension exceeds six months, the Principal shall be empowered to vary the amount of subsistence allowance for any period subsequent to the period of the first six months as follows:-

- i) The amount of subsistence allowance may be increased by a suitable amount not exceeding 50 per cent of the subsistence allowance admissible during the period of the first six months, if, in the opinion of the Principal the period of suspension has been prolonged for reasons to be recorded in writing, not directly attributable to the staff member;

- ii) the amount of subsistence allowance may be reduced by a suitable amount, not exceeding 50 per cent of the subsistence allowance admissible during the period of the first six months, if, in the opinion of the Principal the period of suspension has been prolonged for reasons to be recorded in writing, directly attributable to the staff member;

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

- b) Any other compensatory allowance admissible from time to time on the basis of pay, of which the staff member was in receipt on the date of suspension subject to the fulfillment of other conditions laid down for the drawl of such allowances.

However, no payment shall be made unless the staff member furnished a certificate that he is not engaged in any other employment, business, profession or vacation.

The following penalties may, for good and sufficient reasons, and as here in after provided, be imposed on any member of the staff, namely:- -

- Minor
- i) censure;
 - ii) withholding of increments or promotion;
 - iii) recovery from the whole or part of any pecuniary loss caused to the College by negligence or breach of orders;
- Major
- 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 in the College;
 - vii) dismissal from service which shall ordinarily be a disqualification for future employment in the College.

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 concerned 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, namely:-

- 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 Chairman is satisfied that, in the interests 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.

8) A member of the staff aggrieved by any order imposing penalty passed by the Principal against him shall be entitled to prefer an appeal to the Governing Body against the order and there shall be no further appeal from the decision of the Governing Body.

No appeal under this Sub-bye law shall be entertained, unless it is submitted within a period of one month 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.

9) The Governing Body 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-bye law shall be initiated more than six months after the date of the order to be reviewed.

10) The decision of the Governing Body shall be final.

11) i) When a member of the staff of the College 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 College 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 College has been fully exonerated, or in the case of suspension, that it was wholly unjustified, the member of the staff of the College 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 College shall be given such proportion of such pay and allowances as such competent authority may prescribe.

Provided that the payment of allowances 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.

v) In cases falling under clause (iii) the period of absence from duty shall

12. The employees of the College shall be entitled to traveling and daily allowance according to the scales laid down in, the service Rules as set out by the local Government from time to time.

13. The employees of the College shall be entitled to reimbursement of medical expenses incurred on themselves and their families as set out in Central Services Medical Attendance Rules laid down by the Government of Pondicherry.

14) The employees of the College shall be governed by the Conduct Rules as laid down in Schedule 'C'.

The following shall be the vacation and non-vacation staff.

Vacation Staff:- Professor, Associate Professor, Assistant Professor, Lecturer, Associate Lecturer, Assistant Lecturer, Instructor.

Non-Vacation Staff:- Principal, Accounts Officer, Stores Officer, Office Superintendent, Auditor, Estate Officer, Medical Officer, Scientific Officers, Librarian, Deputy Librarian, Workshop Superintendent, Foreman, Mechanics, Overseers, Horticultural, Assistant, Technical Assistants, Draughtsman, House Surgeon and other Medical Staff, Store-keepers, Steward and other staff sanctioned by the College.

10). 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 College 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.

11). APPOINTMENT ON CONTRACTS:-

1] Notwithstanding anything contained in these Bye-laws, the Governing Body may, in special circumstances, appoint an eminent person on contract for a period not exceeding five years, with a provision of renewal for further period.

2] Subject to the provisions contained in the Rules and Regulations, the Governing Body 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 adhoc Selection Committee, as the circumstances of each case may require.

12). CONTRIBUTORY PROVIDENT FUND:-

1] A Compulsory Contributory Provident Fund shall be constituted, maintained and administered for the employees of the College in accordance with the provisions set out

in Schedule 'D'. A subscriber shall contribute to the Fund so constituted an amount not less than 8-1/3 per cent of his emoluments but the contribution of the College to the said Fund shall be limited to 8-1/3 per cent of the emoluments of the subscriber.

2] SUBJECT to the provisions contained in Schedule 'D', all permanent employees of the College who have not otherwise exercised an option to join the Contributory Provident Fund-cum-Gratuity Scheme referred to in Bye laws-12-A or the General Provident Fund-cum-Pension-cum-Gratuity Scheme referred to in Bye-law 12-B shall join the Contributory Provident Fund.

3] No employee of the College whose services in the College entitle him to a pension and gratuity, or on whose account the College contributes towards pension, or who has been appointed by the College on a consolidated salary or on special terms which exclude the benefits of the Provident Fund shall be entitled to the benefits of the Contributory Provident Fund.

4] Save as otherwise Provided in Bye-law 12-A or 12-B in the case of an employee leaving the College to join any of the other Colleges, his accumulation in the Contributory Provident Fund shall be transferred to the Institution.

12-A) CONTRIBUTORY PROVIDENT FUND-CUM-GRATUITY SCHEME:-

1] Every Employee of the College,

who may be appointed either for the first time or re-appointed on or after the 1st January 1985, may exercise an option to join the Contributory Provident Fund-cum-Gratuity Scheme sponsored by the College for the benefit of its employees.

Provided that no such option shall be exercised by an employee who has been appointed by the College 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 Bye-law 12-B.

2] Any such option shall be exercised in Form 1 prescribed for the purpose in Appendix I to Schedule F

in case of an employee referred to above within a period of three months from the date of completion of one year's temporary continuous service or confirmation whichever is earlier;

3] 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 College to the said fund shall be restricted to eight per cent of his emoluments.

4] 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 sixteen and a half times emoluments or rupees thirty four thousand whichever is less.

5] The liability of total gratuity ultimately payable to any such employee shall be distributed between the Colleges in proportion to the length of qualifying service at each College.

6] Save as otherwise provided in this Bye-law in all other respects the provisions as contained in the Schedule F to these Bye-laws shall be applicable for the purposes of this scheme.

12-B).GENERAL PROVIDENT FUND-CUM—PENSION –CUM-GRATUITY SCHEME:-

1] Every employee of the College,

who may be appointed either for the first time or re-appointed on or after the 1st January 1985 may exercise an option to join the General Provident Fund-cum-Pension-Cum-Gratuity Scheme, sponsored by the College for the benefit of its employees.

Provided that no such option shall be exercised by an employee who has been appointed by the College 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 Bye-law 12-A;

2] Any such option shall be exercised in form 1 prescribed for the purpose in Appendix 1 to Schedule G within a period of six months from the date of completion of one year's temporary service or confirmation whichever is earlier;

3] 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 sixteen and a half times emoluments or rupees thirty-four thousand whichever is less.

4] Any such employee leaving the College to join any of the other Institutions shall join the corresponding Scheme of the new Institution and his accumulations in the Fund shall be transferred to the corresponding fund of the new Institution.

5] The liability of total gratuity and pension ultimately payable to such an employee shall be distributed between the College and other institutions in proportion to the length of qualifying service at each Institution.

6] Save as otherwise provided in the Bye-law in all other respects the provisions as contained in Schedule G to these Bye-laws shall be applicable for the purpose of this Scheme.

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

The liability of total pension and gratuity ultimately payable to such an employee shall be distributed between the institutions in proportion to the periods for which the employee concerned has drawn pay or leave salary from each of the institution.

13). VACATION AND LEAVE:-

1] Employees of the College shall be entitled to vacation and leave as laid down in Schedule 'E'.

2] When an employee joins the College from any of the other Institutions or of a body Corporate owned or controlled by Government or an autonomous organization registered under the Society's Registration Act 1860, 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 College which he joins subject to the prescribed limit of accumulation of leave.

SCHEDULE - A
CONTRACT OF SERVICE

An AGREEMENT for service made this _____
date of _____ one thousand nine hundred _____
between _____ (hereinafter called the appointee) of
the one part and the Engineering College (Pondicherry) Society Pondicherry.

WHEREAS in terms of Rules 18 of the Rules and Regulations of the Society, the Governing Body is pleased to approve of the appointment of the appointee as the Principal of the College under the following terms and conditions.

- 1) The appointee shall be the Principal academic and Executive Officer of the College and serve the college as the whole time Principal of the college with powers and duties provided in the said Rules and Regulations and Bye-Laws.
- 2) The appointee shall devote his whole time to the services of the College and will be subject to the Conduct Rules and other provisions of the said Rules and Regulations and the Bye-Laws. Any information obtained by appointee during or in connection with his service and the work upon which he is engaged shall be treated as secret and confidential and appointee shall be deemed in all respects, to be subject to the Indian Officials Secrets Rules and Regulations 1923 as amended from time to time.
- 3) During the period of his service except in respect of any period of suspension and also of any period of leave without pay, the appointee shall be entitled subject to the Indian Income Tax to an initial pay of Rs. _____ in the time scale of Rs. _____ provided that if any time the appointee proceeds on deputation out of India his pay and allowances during the period or his deputation will be such as may be decided by the Board of Governors In addition, the appointee shall draw allowances like Dearness Allowances, City Compensatory Allowance etc, as may be admissible from time to time as per rules of the college.
- 4) During his service under these presents the appointee shall subscribe to the Contributory Provident Fund-Cum-Gratuity of the College according to the provisions made in the Bye-Laws and subject to such modifications in these provisions as may be made from time to time and shall also be entitled to the contribution of the College as admissible to the permanent confirmed employees as per the Bye-Laws. In the event of the appointee being employer of any other or of a body corporate owned or controlled by Government or an autonomous organization registered under the societies act, 1860, and enjoying the benefits either under C P F. - Cum - Gratuity Scheme, or G. P. Fund - cum - Pension-Cum-Gratuity Scheme, he shall join the corresponding scheme of the college with transfer of this accumulations as admissible under the rules.
- 5) Notwithstanding anything hereinbefore contained the appointee shall unless otherwise decided by the college be entitled to receive the whole or in part as may be determined by the college the benefits of any improvements in the revision of scale of pay and in retirement benefits that may be effected by the college subject to the date of these presents in the terms and conditions of the service of members of the college. Service to which he may for the time being belong, and the decision of the college in

respect of such improvement in the terms and conditions of their service of appointee shall operate so as to modify to that extent the provisions of these presents.

6) The appointee shall be entitled to leave as admissible to permanent non-vacation employees of the college under the Bye-laws.

7) The appointee shall be entitled to be furnished rent free accommodation in the Campus of the college as may be sanctioned by the Governing Body of the college.

8) The appointee shall be eligible for privilege in relation to medical attendance and treatment as provided for in the Bye-laws.

9) The appointee shall be paid travelling expenses for joining the college as admissible to an officer of the Central Government of equivalent rank under the Transfer T. A. Rules of the Central Government deeming the appointment of the appointee as on transfer in the public interest.

If the appointee is required to travel in the interests of college work, he shall be entitled to travelling allowance on the scale provided for in the T. A. Rules of the College, in force from time to time. Similarly, the appointee shall be entitled to leave travel concession for visiting his home town as per the Rules of the College.

10) Any amount received by the appointee from books and articles published by him at his cost shall be left to him as an encouragement for continuing his work in that line, provided such work is not prejudicial to his normal duties. It should be the duty of the appointee to carry out any assignment of consultancy which the college may choose to allot to him.

Amended as per the minutes of the special meeting of the Board of Governers held on 27.02.1985.

11) The services of appointee may during the period of contract, be terminated by the college at any time by three calendar months notice in writing given any time during service under this contract without any cause assigned. Provided always the college may in lieu of the notice herein provided to give the appointee a sum equivalent to the amount of his basic pay for three months. The appointee may terminate his service by giving to the college three calendar months notice in writing.

12) The appointee will be allowed the status professor of _____
_____ to take part in teaching and research in the Department of _____ subject to his convenience.

13) In respect of any matter for which no provision has been made in these terms and conditions the appointee will be governed by the said college Rules and Regulations of the society or any modifications thereof for the time being in force and the Bye-laws made there under for the time being in force.

Chairman
Governing Body
Engineering College
(Pondicherry) Society
Pondicherry.

PRINCIPAL
PONDICHERRY ENGINEERING COLLEGE

THE PONDICHERRY ENGINEERING COLLEGE

PONDICHERRY

SCHEDULE - B

Medical attendance and Treatment including
Reimbursement of Medical Expenses incurred
by the Members of the staff on themselves
and their families.

1. The provisions contained in this Schedule shall apply to all the employees of the college, but they shall not apply to-

(a) retired members of the staff, and

(b) 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 laborers and part-time employees.

2. For purposes of reimbursement of medical expenses, members of the staff shall be grouped as under:-

GROUP A

(1) Those holding posts carrying a scale of pay, the initial salary of which is Rs. 1100 per mensem or above.

GROUP B

(2) Those holding post carrying a scale of pay, the initial salary of which is less than Rs. 650/- per mensem.

(3) In this Schedule, unless there is anything repugnant in the subject or context,-

(a) "Authorized Medical Attendant" means-

(1) In respect of members of
the College belonging
to group A

Medical Adviser of the
College and, in his absence,
Medical officer of the college.

(2) In respect of members of
the college belonging
to Group B

Medical officer of the
College.

(3) In respect of members of the college on duty or on (outside Headquarters)

(i) For those belonging to Group A of para 2 :- Chief or Principal Medical Officer of Government in a District or Presidency Surgeon or Govt. Medical Officer of equivalent rank in a city.

(ii) For those belonging to Groups B of para 2 :- Assistant Surgeon of Government in a District or Govt. Medical officer of equivalent rank in a city.

(b) The term "hospital" means the hospital recognized by the Governing Body as 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 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 Governing body 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 in-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 authorized 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 authorized medical attendant.

(b) the supply of such medicines, vaccines, sore or other therapeutic substances as are ordinarily available in the hospital.

(c) The supply of such medicines, vaccines, sore or other therapeutic substances as are not available in the 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 in ordinarily provided to in-patients by the hospital.

(f) specialist consultation on the advices of the authorized 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. Refund of the cost of preparations which are not medicines but are primarily foods, tonics, toilet preparations or disinfectants as issued by the Director-General of Health Services from time to time is not admissible.

NOTE:- 2. Refund in respect of mixtures prescribed by the authorized medical attendant will be allowed till such time the college has its own dispensary.

NOTE:-3. In the case of hospitals the tariffs of which indicate a flat inclusive charge per diem, forty percent thereof should be reckoned as charges for boarding and lodging. Out of this forty 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. 650/- per mensem. The case of tubercular diseases is 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 diseases, whole-sale removal of teeth, etc. It does not include scaling of teeth, 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 authorized 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 authorized medical attendant and the 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 hardship involved. In such cases, a member of the staff should bear upto twenty-five per cent of his monthly pay for the period for which special nursing was necessary, the rest being borne by the college.

9. If the authorized medical attendant is of 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 Government 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 Government 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 authorized 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 Government Medical officer summoned under clause (b) of paragraph 9, shall, on production of a certificate in writing by the authorized 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 authorized medical attendant, he may be paid travelling allowance as admissible under the Colleges T. A. Rules.

13. Where a member of the staff or a member of his family is entitled to treatment in a hospital free of charge under this Schedule, on the advice of the authorized medical attendant, any amount paid by him on account of such treatment shall, on production of such a certificate in the form prescribed by the Governing body in this behalf, be reimbursed to him by the College.

14. If the authorized 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 authorized 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 authorized 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 Governing body 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 reimbursable only when they are prescribed for the patient by the authorized medical attendant, when the patient is attended to either in the hospital or at the consulting room of the authorized medical attendant, or when the patient is undergoing treatment at the out-patients' department or as an in-patient of the hospital on the recommendation of the authorized medical attendant.

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

[ii] The concession contained in note [i] 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 college 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 hospitals, by the authorized medical attendant.

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

18-A. The family of a member of the staff who could not be provided with living accommodation within the college 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 authorized 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 and charges for pre-natal and post-natal treatment received at the hospital or at the consulting room of the authorized medical attendant, including the cost of medicines prescribed, are reimbursable.

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

[i] The bills should be duly supported by the requisite receipts, cash memos, prescriptions, essentiality certificates, and other relevant documents as prescribed by the Governing Body from time to time.

[ii] It should be ensured that the reimbursement 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-Rays, 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 medicines of Indian system of medicine and Homeopathy is also admissible.

22. Bill for reimbursement of medical expenses from the members of staff of the college shall be countersigned by the Principal of the college and the Principal may, at his discretion, delegate this work to Accounts Officer.

NOTE:- The Principal shall be the controlling authority in respect of his own medical attendance bills.

PONDICHEFIRY ENGINEERING COLLEGE

PONDICHERRY

SCHEDULE - C

CONDUCT RULES

1. APPLICATION

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

2. DEFINITIONS

In this Schedule, unless the context otherwise requires, —

(a) "Competent Authority" means

(i) The Governing body in the case of the Principal

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

(b) "Members of the family", in relation to an employee, include -

(i) the wife, child or step-child of such employee residing with and dependent on him and in relation to an employee who is a woman, the husband residing with and dependent 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 dependent on such college 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 dependent upon him or her, or whose custody the employee has been deprived of by law.

(c) "Service" means service under the college.

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 college 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 shall, inter alia, include attendance at meetings of Committees to which he may be appointed by the college.

(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 the Principal, if he is himself the Head of a Department, the address where he would be available during the period of his absence from station.

4. TAKING PART IN POLITICS AND ELECTIONS

i) No employee shall take part in politics or be associated with any party or organization 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 a legislative body or local authority.

Provided that an employee of the college 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 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 tings.

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 COLLEGE

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 of opinion, -

- i) which has the effect of an adverse criticism of any current or recent policy or action of the college, or
- ii) which is capable of embarrassing the relations between the college and the Central Government or any State Government or any other Institution or organization 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.

i) 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 criticize the policy or any action of the college 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 college, by Parliament or by a State Legislature;
- b) evidence given in any judicial inquiry; or
- c) evidence given at any departmental inquiry ordered by the college authorities.

8. UNAUTHORIZED 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 authorized 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, 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 such condition as regards the acceptance of remuneration as may be laid down by the Governing Body.

11. INVESTMENTS, LENDING and 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 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 majority 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 college.

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 forty-eight hours shall not join his duties in the college unless he has obtained written permission to that effect from the Principal.

13. MOVABLE, IMMOVABLE AND VALUABLE PROPERTY

Every member of the staff shall, on first appointment in the College service and thereafter at such intervals as may be prescribed by general or special orders of the competent authority, submit a return in such form as the college may prescribe in this behalf of all immovable property owned, acquired or inherited by him or held by him on leases 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 EMPLOYEE.

No employee shall, except with the previous sanction of the competent authority, have recourse to any Court of law or 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 a wife living shall contract another marriage without first obtaining the permission of the Governing Body 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 leads to immediate dismissal from the college 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 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 of any other matter.

17. PUNISHMENT APPEALS, ETC.,

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

18. INTERPRETATION

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

PONDICHERRY ENGINEERING COLLEGE

PUDUCHERRY

SCHEDULE-D

Contributory Provident Fund of the Pondicherry Engineering College, Pondicherry.

APPLICATION

1. 1) The provisions in the contained Schedule shall apply to :-

a) Every employee of the college 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 college, whose services in the college entitle him to a pension and gratuity, or on whose account the college contributes towards pension, or who has been appointed by the college on a consolidated salary or on special terms which exclude the benefits of the Fund, shall be entitled to the benefits of the Fund.

2) Person appointed on probation against a substantive vacancy shall be entitled to subscribe to the Fund from the date of his appointment. The college's contribution shall, however, be credited with retrospective effect to his account after he has been confirmed.

Arrears of subscriptions in such cases may be paid in not more than 12 monthly installments for each year of service. The college'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 the arrears are realized in full.

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 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 organization 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 college 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

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

- i) "Accounts Officer" means the Accounts Officer of the College;
- ii) "Audit Officer" means the (Internal) Audit officer of the College;
- 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 Principal that she shall continue to be so regarded;

- b) in the case of 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 Principal, 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 Principal, or if any doubt arises in the mind of the Principal is satisfied that under the personal law of the subscriber adoption is legally recognized 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 college receives his substantive pay with the sanction of the Governing Body from any source other than the Fund of the Institution.

- vi) "Fund" means the contributory Provident Fund of the College;
- vii) "Leave" means any variety of leave provided for in Schedule 'E' as may be applicable to the subscriber;
- viii) "Pay" means the amount drawn monthly by an employee of the college 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 Governing Body.
- xi) "Subscription" means the amount paid by the subscriber and "Contribution" means the amount contributed by the college.
- 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 college 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 Governing Body. Subject to the control and direction of the Governing Body, the Principal shall administer the Fund for and on behalf of the Governing Body.
- 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 college may invest such part of the funds, as may be considered expedient, in the Government securities/certificates, negotiable Government guaranteed bonds, and in such deposits schemes of the Central Government as may be notified in this regard from time to time, the interest or profit realized on such investments being credited to the college as Miscellaneous receipts All investments and securities shall be held in the name of the college.

NOMINATION

4. 1) A subscriber shall, at the time of joining the Fund, send to the Principal 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 Principal. 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 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 or more than one person under this clause, he shall specify the amount or share payable to each of such persons in such 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 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 previous thereto the subscriber shall send to the Principal 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 college.

8. An up-to-date register shall be maintained by the college 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 para 9 by the college to his account,

iii) Interest, as provided for in para 10, on subscriptions:-

iv) interest, as provided for in para 10 on contributions

v) Advance 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 installments, 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 Principal 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 subscription shall be fixed subject to the following conditions, namely:- -

- a) It shall be expressed in whole rupees (50 naye Paise and above counting as the next higher rupee)
- b) It may be any sum, not less than 8-1/3 per cent of the 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 case of a subscriber who was in permanent service of the college on the 31st March of the preceding year, the emoluments to which he was entitled on that date;
- b) in case of a subscriber who was not in permanent service of the college 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 he was not so transferred or sent out.

REALISATION OF SUBSCRIPTIONS

8. 1) when emoluments are drawn from the funds of the college 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 College.

CONTRIBUTION BY THE COLLEGE

9. 1) The college 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 causality.

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 8-1/3 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 college from the subscriber.

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

INTEREST:-

10. 1) The college 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 manners:- -

i) on the amount to 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 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 to the credit of a subscriber upto the close of the month preceding that in which payment is made, or upto the end of the sixth month after the month in which such amount became payable, whichever of these periods is less.

(5) Subject to the provision. of sub-para (4) no interest shall be paid in respect of any period after the date which the Principal has intimatad to that person or his agent as the date on which he is prepared to make payments.

ADVANCES 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 namely:-

(a) No advance shall be granted unless the sanctioning authority is satisfied that the applicant's pecuniary circumstances justified 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 oversea 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 specialized 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;

i) to meet the cost of his defense where the subscriber is prosecuted by the Government or college in any court of law or where the subscriber engage 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 allegation 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/College as regards; any penalty imposed on him or any condition of service or in respect of any legal proceedings in regards 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 subscriber in the Fund.

c) 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, 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 Principal will be sanctioned by the Principal.

2) A temporary advance from the Fund to the Principal shall require the sanction of the Chairman.

13. 1) An advance shall be recovered from the subscriber in such number of equal monthly installments 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 small number of installments than that prescribed Each installment shall be a number of whole rupees, the amount of the advance being raised or reduced, if necessary, to admit of the fixation of such installments.

2) Recovery shall be made in the manner provided in paragraph 8 for realization of subscription and shall commence with the 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 percent 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) Interest shall ordinarily be recovered in one installment 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 desires, be recovered in two equal monthly installments, 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 here-under withdrawals may be sanctioned by the Chairman, in the case of a withdrawal by the Principal and by the Principal 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 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 specialized course or other general higher education in India beyond

the School stage, provide 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 utilizing 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 authorization from the Accounts Officers 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 months' pay, which 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:-
- 1) 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 has 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, that the money has been utilized 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 such number of monthly installments, as may be determined by the college.

16. A subscriber who has already drawn or may draw in future an advance under para 11 for any of the purposes specified in clauses [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 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 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 and

[iii] payment of a single premium or subscriptions to a family pension fund.

Provided that both in respect of [a] [b] the family pension is [i] approved by the Governing Body and [ii] insurance policy is such as may be legally assigned by the subscriber himself in favour of the College and is so assigned by him and is delivered to the Principal as a Security against payment made from the Fund.

18. (1) 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 college.

(2) A policy which has been assigned to the subscriber's wife shall not be accepted unless either the policy is first re-assigned to the subscriber or the subscriber and his wife both join in an appropriate assignment.

(3) An insurance policy shall be assigned to the college 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 Principal within three months of the date of assignment.

(5) Where an insurance policy has been assigned to the college the Principal shall satisfy himself by referring to the insurance company, where possible, that no prior assignment of the policy exists.

19. (1) Except in the case of Hindu Family (Pension) Annuity Fund and Postal Life Assurance Policies in respect of which subscriptions or premia which are paid by the college to the extent of recoveries actually made from the monthly salary bills, the college will not make any payment on behalf of the subscribers to the 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 para 17 may reduce his subscription to the Fund within its limit;

Provided that, except in the cases of subscriptions or premia mentioned in sub-para (1), the subscribers shall send to the Principal, 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 to the fund shall make arrangements with the Principal for the withdrawal of the amount to be paid from his subscription to the Fund;

Provided that the subscriber shall send to the Principal, 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) of para 17 is less than the amount of the minimum subscription payable to the Fund under

para 7 the difference should be rounded off to 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 withdraw any amount standing to his credit in the Fund for any of the purpose 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 purpose of being financed from the fund, the terms of the policy shall not be altered, nor shall be policy is exchanged for another policy without the prior consent of the Principal. 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 cash 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 Fund by the subscriber, of in default recovered by reduction from his emoluments by installments or otherwise, as the Governing body 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 applies to the college for re-assignment or return of the policy, or
 - (c) While on leave, has been permitted to retire, or declared by a competent medical authority to be unfit for further service and applies to the college for re-assignment or return of the policy, or
 - (d) Pays or repays to the Fund the whole of any amount withheld or with-drawn from the Fund for any of the purposes mentioned in sub-clause (ii) of clause (a) of para 17, with interest thereon at the rate provided in para 10, the Principal shall, if the policy has been assigned in favour of the college under para 18, reassign/reassigns 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 cover to the subscriber, together with a signed notice of the re-assignment addressed to the insurance company.
24. If a policy assigned in favour of the College under para 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 para, falls due for payment by reason of the wife's death, the full amount of the policy shall, on realization, 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, from any ceases, in whole or part, from 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 reimbursement, be deducted from the subscriber's emoluments, by installments or otherwise, as the Governing Body may direct.

(2) If the college receives notice of-

- (a) an assignment (other than an assignment in favour of the college under para (18), or
- (b) a charge of encumbrance, or
- (c) an order of a Court restraining dealings with the policy or any amount realized thereon,

The Principal shall not-

(i) re-assign or make over the policy as provided in para 23,

(ii) realize the amount assured by the policy, as provided in para 24, but shall forthwith refer the matter to the Governing Body.

26. Notwithstanding anything contained in this Schedule, if the sanctioning authority is satisfied that money withheld or withdrawn from the Fund under clause (a) or clause (b) of para 17 has been utilized for a purpose other than that 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 of the subscriber's emoluments, recoveries shall be made in monthly installments 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. RESTRICTION OF THE PROVISIONS RELATING TO FINANCING OF POLICIES

The provisions contained in paragraphs 17 to 26 shall apply only to subscribers who, before the date from which the Bye-Laws came into force, have been substituting in whole or in part, payments towards policies of life insurance for subscriptions to the fund or making with-drawals 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.

CIRCUMSTANCES IN WHICH ACCUMULATIONS ARE PAYABLE

28. 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 college, 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 provision 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 college 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 a 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 Principal, become payable to the subscriber.

Provided that the subscriber, if he returns to duty, shall, if required to do so by the college, pay 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 installments or otherwise, as the college 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.

(1) 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 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, I 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 that son would have received if he had survived the subscriber and had been exempted from the provisions of clause (1) of the first provision;

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 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 Fund Act, 1925, the amount vests in such nominee under sub-section (2) of section 3 of that Act.

When the 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 Fund Act, 1925, are applicable to the whole amount or part thereof to which the 'nomination does not relate,

30A. DEPOSIT LINKED INSURANCE SCHEME

On the death of a subscriber, the person entitled to receive the amount standing to the credit of the subscriber shall be paid by the Accounts officer an additional amount equal to the average amount of subscription and interest thereon at the credit in the account during the 3 years immediately 'preceding the death of such subscriber, subject to the condition that —

(i) the balance representing subscription with interest thereon at the credit of such subscriber shall not at any time during the 3 years preceding the month of death have fallen below the limit of— — (i) Rs.4000/- in the case of a subscriber who has held, for the greater part of the aforesaid period of three years, a post the maximum of the pay scale of which is Rs:- 1300/- or more;

(ii) Rs.2500/- in the case of subscriber who has held, for the greater part of the aforesaid period of three years a post the maximum of the pay scale of which is Rs.900/- or more but less than Rs.1300/-

(iii) Rs.1500/- in the case of subscriber who has held, for the greater part of the aforesaid period of three years, a post the maximum of the pay scale of which is Rs.291/- or more but less than Rs.900/-;

(iv) Rs 100/- in the case of a subscriber who has held, for the greater part of the aforesaid period of three years, a post the maximum of the pay scale of which is less than Rs.291/-

(b) the additional amount payable under this rule shall not exceed Rs. 10,000/-

(c) the subscriber has put in at least 5 years service at the time of his death.

Note 1:- -The average balance shall be worked out on the basis of the balance at the credit of the subscriber at the end of each of the 36 months preceding the month in which the death occurs. For this purpose, as also for checking the minimum balances prescribed above—

(a) the balance at the end of March shall include the annual interest on subscription credited in terms of paragraph 10, and

(b) if the last of the aforesaid 36 months is not March, the balances at the end of the said last month shall include interest 'on subscription in respect of the period from the beginning of the financial year in which death occurs to the end of the last month.

Note 2:- - Payments under this scheme should be in whole rupees if an amount due includes a fraction of a rupee, its should be rounded to the nearest rupee, (50 paise counting as the next higher rupee).

Note 3:- - Any sum payable under this scheme is in the nature of insurance money and, therefore, the statutory protection given by section 3 of the Provident Funds Act, 1925 (Act 19 of 1925) does not apply to sums payable under this scheme.

Note 4:- - This scheme also applies to those subscribers to the Fund who are transferred to an autonomous organization consequent upon conversion of a Government Department into such a body and who, on such transfer, opt, in terms of option given to them to subscribe to this Fund in accordance with these rules.

Note 5:- - (a) In case of an employee of the college who has been admitted to the benefits of the Fund under Bye-Laws 12[2] Bye-Laws 12A [1], but dies before completion of three years service, or as the case may be, five years service from the date of his admission to the Fund, that period of his service under the previous employer in respect whereof the amount -of his subscriptions and the employer's contribution, if any, together with interest have been received, shall count [for purposes of clause [a] and Clause [c].

(b) In case of persons appointed on tenure basis and in the case of re-employed pensioners, service rendered from the date of such appointment or re-employment, as the case may be, only will count for purposes of this rule.

(c) This scheme does not apply to persons appointed on contract basis.

Note 6:- - The budget estimates of expenditure in respect of this scheme will be prepared by the Accounts Officers responsible for maintenance of the Accounts of the Fund having regard to the trend of expenditure, in the same manner as estimates are prepared for other retirement benefits.

DEDUCTIONS

31. Subject to the condition that no deduction may be made which reduces the credit by more than the amount of any contribution by the college with interest thereof credited under para 9 and 10, before the amount standing to the credit of a subscriber in the Fund is paid out of the Fund, the Governing Body may direct the deduction therefrom and payment to the college 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 to his credit in the Fund:-

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

c) any amount due under a liability incurred by the subscriber to the college.

32.

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 Accounts Officer after obtaining the sanction of the Principal 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 Principal -from the Contributory Provident Fund, the competent authority to sanction the payment shall be the Chairman of the Governing Body.

2) If the person to whom, under this schedule, any amount or policy is to be paid, a signed, re-assigned or delivered, is a lunatic for whose estate 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 para shall send a written application in that behalf to the Principal, Payment of amount 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 Z8, 29, or 30, the college 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 became 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 to 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 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
FORM OF DECLARATION

I [the subscriber], a permanent employee of the Pondicherry Engineering College at..... do hereby declare that I have read the Contributory Provident Fund of the Pondicherry Engineering College and agree to abide by them.

Dated this..... day of..... 19.....
at

Signature of the 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 Pondicherry Engineering College to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable or having become payable, has not been paid.

Name and address of the Nominee	Relationship with the 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 his predeceasing the subscriber

Dated this _____ day of _____ 19____
at _____

Signature of the 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 Pondicherry Engineering College To receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable, or having become payable, has not been paid and direct that the said amount shall be distributed among the said persons in the manner shown below against their names:-

Name and address of the Nominee	Relationship with the Subscriber	Age	* Amount of share of accumulations to be paid to each	Name, address, 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 the 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 Pondicherry Engineering College 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	Relationship with the 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 his predeceasing the subscriber

Dated this _____ day of _____ 19__
at _____

Signature of the Subscriber

Two Witnessess 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 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 Pondicherry Engineering College 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	Relationship with the Subscriber	Age	* Amount of share of accumulations to be paid to each	** Contingencies on the happening of which the nominations shall become invalid	Name, address, 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 the 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.

** 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.

APPENDIX – III

PONDICHERY ENGINEERING COLLEGE, PONDICHERY

(Contributory Provident Fund Ledger)

Account No.....

Date of Receipt of Name Designation.....

Joined on Nomination

YEAR:- 19 __19										YEAR:- 19 __19									
SUBSCRIPTIONS					COLLEGE CONTRIBUTION					COLLEGE CONTRIBUTION					SUBSCRIPTION				
Month	Emoluments	Subscription	Refund of withdrawals	Total	Withdrawals	balance on which interest	***Please see below	Withdrawals	Remarks	Emoluments	Subscriptions	Refunds of withdrawals	Total	Withdrawals	Monthly balance on	***Please see below	Withdrawals	Remarks	
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 19 - 19 Deposits and Refunds as above Interest For 19 - 19 Total Deduct withdrawals as above Balance as on March 31, 19..... Calculated by Checked by	College's Contribution on Rs. @ Rs.8 1/3 percent Balance From 19 - 19..... Interest for 19 - 19 Total Deduct withdrawals as above Balance as on March 31, 19 Balance from 19 - 19	Deposits and refunds as above interest for 19 - 19 Total Deduct withdrawals as above Balance as on March 31,19 Calculated by Checked by	College's Contribution on Rs. @ Rs.8 1/3 percent Balance From 19 - 19..... Total Deduct withdrawals as above Balance as on March 31, 19 Balance as on March 31, 19
--	---	--	--

APPENDIX – IV

Form of application for a temporary advance from the Contributory 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 installments 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, Installments of repayment and balance 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:

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

Signature of the Applicant

Signature:-

Designation:- Accounts Officer

(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 recommended, as a special case for the 's sanction under para 12 ibid.

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

Signature
Designation.....

NOTES:-

- i) The application, should, in the first instance, be submitted to the Head of Dept. who after obtaining the necessary Certificate from the Accounts Officer submit the application, with his recommendations, to the Principal for sanction or submit it to the higher authority, after obtaining the Principal's recommendations, as the case may be.
- ii) The application when sanctioned, should be sent to the Accounts Sections for necessary further action.

APPENDIX – V
Forms of assignment
(1)

I, of
Hereby assign unto the Pondicherry Engineering College
the within policy of assurance as security for payment of all sums which under the provisions
governing the Contributory Provident Fund of the Pondicherry Engineering College
..... I may hereafter
become liable to pay to the Contributory Provident Fund of the Pondicherry Engineering
College.

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

Dated this day of
19..... Station

Signature of the Subscriber

One Witness to Signature.

(2)

We, (the subscribers) of and
..... (the joint assured) of in consideration of
the Pondicherry Engineering College 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, Pondicherry Engineering College, to accept the withdrawal
of the sum of Rs..... from the sum to the credit of the said
..... in the Contributory Provident Fund, Pondicherry
Engineering College, for payment of the premium of the
within policy of assurance as security for payment of all sums which under the rules of the said
Fund said may hereafter become liable to pay to
that Fund.

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

Signature of the Subscriber
and the joint assured

Dated this day of 19.....
Station:-

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 initialed across all the four margins.

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 Pondicherry Engineering College 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 confirm unto the Pondicherry Engineering College 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.

Signature of the assignee and the subscriber.

Dated this day of 19.....
Sation

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, Pondicherry Engineering College.

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

I hereby certify that the 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.

Signature of the subscriber

Dated this day of 19.....

One witness to signature

APPENDIX – VI

(1)

Forms of Reassignment and Assignment by the Pondicherry Engineering College.

All sums which have become payable by the above named under the provisions governing the Contributory Provident Fund, Pondicherry Engineering College, having been paid and all liability for payment by him of any such sums in the future having ceased the College doth hereby re-assign the within policy of assurance tot the said College.

Dated this day of 19 Executed by Principal of the College for and on behalf of the Pondicherry Engineering College.

Signature of the Principal

One witness who should add his designation and address

(2)

The above named having died on the day of 19 the Pondicherry Engineering College doth hereby assign the within policy of assurance to *

Dated this day of 19..... Executed by Principal of the College for and on behalf of The Pondicherry Engineering College

Signature of the Principal

One witness who should add his designation and address

* Fill in particulars of persons legally entitled to receive the policy. Forms of Re-assignment by the Pondicherry Engineering College.

The Pondicherry Engineering College doth hereby reassign the within policy to the said

Dated this day of 19.....

Executed by Principal of the College for and on behalf of the Pondicherry Engineering College

Signature of the Principal

One witness who should add this designation and address

APPENDIX – VII

Subscriber’s Statement of Account for year ending 31-3-19

Name of the Subscriber

Name of Account

Particulars	Opening Balance	Deposits	Interest	Total	Withdrawals	Closing Balance
Subscriptions and refunds of withdrawals						
College’s contributions						
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 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.

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 Principal forthwith.

Accounts Officer
Pondicherry Engineering College

Dated

(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.

PONDICHERRY ENGINEERING COLLEGE
PONDICHERRY

SCHEDULE "E"

LEAVE PROVISIONS

1. APPLICABILITY

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

2. DEFINITIONS

In this Schedule, unless the context otherwise requires:-

- a) "Commutated Leave" means leave as provided under paragraph 17
- b) "Completed years of service" means continuous service of the specified duration under the College 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.
- f) "Sabbatical Leave" means leave granted to any member of the Academic staff referred to in Clause (a) of Bye-Laws 11 of any of the objects mentioned in paragraph 21-C.

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 Chairman by the Principal and to the Principal by the other members of the staff.
- 2) Leave may be sanctioned by the Principal or by a member of the Staff to whom the power has been delegated by the Principal.

3) The chairman may sanction leave to the Principal, but the Principal 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 compulsorily 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 the exigencies of the 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 compulsorily 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 provisions, 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 provisions, 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 the 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 provisions 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 retires or the date on which his duties finally cease, he has either formally applied for leave and been refused it on the ground of the exigencies of service or has, as certain in writing from the sanctioning authority that leave, if applied for, would not be granted on the ground aforesaid,

(2) If any employee of the college resigns, he shall not be granted either prior or subsequent to his resignation, any leave due to his credit. Provided that the Principal may, in any case, grant leave to an employee prior to his resignation if, in the opinion of the Principal, 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 extra-ordinary 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 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
- (l) Sabbatical Leave

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 twelve 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 colleges or conferences and scientific gatherings of learned and professional societies in the interest of the college;

- (iii) required to be absent for any other purposes approved by the Governing Body.

(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 Governing Body.

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 Governing Body, in each case.

Provided that Sabbatical leave shall be admissible to a member of the academic staff:- -

- (i) after the completion of six years' continuous service, or more, with the College;
- (ii) where he avails of special leave, after the completion of six years' service or more with the college after his return from such special leave; but in any case such leave shall not exceed three times (inclusive of special leave in case such leave has been granted) during the entire service of such member.

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 twenty 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 the 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 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, namely:- --
 - (a) when commuted leave is granted, twice the amount of such leave shall be debited against the half-pay leave due.
 - (b) 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.
- (2) Half-pay leave upto a maximum of 180 days may be allowed to be commuted during the entire service where such leave is utilized for an approved courses of study such as a course which is certified to be in public interest by the leave sanctioning authority.

18. EARNED LEAVE

Earned leave admissible to members of the vacation staff

- (1) During the period of one academic year, the period of vacation for an employee entitled to it will be sixty days.
- (2) In case such a member of the 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:-

Duration of duty
during vacation Eligibility to earned leave on full pay
Entire Vacation ... 30 days

Part of vacation ... $30 \times \frac{\text{No. of days of vacation not availing of}}{\text{No. of days of the entire vacation}}$

Earned leave admissible to members of the non-vacation staff

- (3) The earned leave admissible to a member of the staff other than vacation staff, shall be 30 days in a calendar year.
- (4) The leave account of every said permanent employee shall be credited with earned leave in advance in two installments of 15 days each on the first January and first July every year.
- (5) The leave at the credit of an employee at the close of the previous half year shall be carried forward to the next half year, subject to the condition that the leave so carried forward plus the credit for the half year do not exceed the maximum limit of 180 days.

Limit 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, where the employee 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 under-going treatment in a recognized clinic or under a specialist.

(b) where an employee, other than a permanent employee fails to resume duty on the 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 upto which he could have been granted extraordinary leave under sub—rule (a) he shall unless the Governing Body, in view of the exceptional circumstances of the case, otherwise determines, be deemed to have resigned his appointment and shall cease to be in the college 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 in to 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 upto 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 Principal.
- (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 twenty-eight 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 house-hold. 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 reason 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 members of staff both on medical certificate and on private affairs for a period not exceeding 360 days during his entire service, but 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 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.

21. C. SABBATICAL LEAVE

(1) Sabbatical leave may be granted for one or more of the following objects, namely:-

- a. to conduct research or advanced studies in India or abroad.
- b. to write text books, standard works and other literature.
- c. to visit or work in industrial concerns and technical departments of Government to gain practical experience in their respective fields.
- d. to visit or work in a University, Industry or Government research laboratories in India or abroad; and
- e. any other purposes for the academic development of the staff member, as approved by the Governing Body.

(2) The grant of sabbatical leave shall be subject to the following conditions, namely:- —

- a. The period of Sabbatical leave shall not exceed one year at a time inclusive of vacations, if any, but the Governing Body may grant in addition any other leave upto a maximum of 120 days which the member might have earned during the service at the college;
- b. a member of the academic staff shall, during the period of sabbatical leave, be paid full salary and allowances as admissible under the normal rules but he shall not be entitled to any travelling allowance or any extra allowance in India or abroad;
- c. no substitute shall be appointed in the vacancy and his work shall be shared by the other members of the Faculty;
- d. a member of the academic staff shall not undertake during the period of sabbatical leave, any regular appointment under any other organization in India or abroad, he shall, however, be free to receive a scholarship or fellowship or bursary or any other ad hoc honorarium other than his regular employment;
- e. a member of the academic staff availing sabbatical leave shall furnish a bond in the prescribed form to serve the college for a minimum period of three years on return to duty.

22. VACATION AND LEAVE SALARY

(1) An employee of the college 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 ten 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 shall be 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.750.00 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 to him 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 the staff ceases to be in the service of the college 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.

25. CASH EQUIVALENT OF LEAVE SALARY IN CERTAIN CASES

In case an employee died while he is in service, the cash equivalent of the leave salary that the deceased employee would have got had he gone on earned leave on the date of death shall be given to his family subject to a maximum of leave salary for 180 days. .

26. CASH PAYMENT IN LIEU OF UNUTILISED EARNED LEAVE ON THE DATE OF RETIREMENT

An employee may be paid cash equivalent of leave salary admissible in respect of the period of earned leave at his credit at time of retirement on superannuation in one lump sum as a onetime settlement subject to a maximum of 180 days, and further subject to other conditions laid down by the Government from time to time.

SCHEDULE 'F'
CONTRIBUTORY PROVIDENT FUND-CUM-GRATUITY SCHEME OF
PONDICHERRY ENGINEERING COLLEGE, PONDICHERRY

Application, etc.

1. (1) The provisions contained in this Schedule shall apply to the employees specified in clause (1) of Bye Laws 12A.
- (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 organization 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 college 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 College.
 - ii) "Audit Officer" means the (Internal) Audit officer of the College.
 - iii) "emoluments" means pay including dearness pay, if any, leave salary, or subsistence grants 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 Principal 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 Principal 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 (a) "Children" means Legitimate children.

NOTE (b) An adapted child shall be considered to be a child by the Principal or if any doubt arises in the mind of the Principal, the Law Officer of the college, is satisfied that under the personal law of the subscriber, adoption is legally recognized as conferring the status of a natural child, but in this case only;

v) "foreign service" means service in which an employee of the college receives his substantive pay with the sanction of the Governing Body from any source other than the fund of the college;

vi) "Fund" means the New Contributory Provident Fund of the college;

vii) "Leave" means any variety of leave provided for in Schedule "E" as may be applicable to the subscriber;

viii) "Pay" means the amount drawn monthly by an employee of the college 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 Governing Body;

ix) "Subscription" means the amount paid by the subscriber "contribution" means the amount contributed by the college.

ii) "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 college 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 Governing Body. Subject to the control and direction of the Governing Body, the Principal shall administer the fund for and on behalf of the Governing Body.
- 3) The Fund, shall be deposited, in the name of the Fund, with the State Bank of India. The deposits be made as soon as possible after the monthly accounts are closed.
- 4) The college may invest such part of the funds, as may be considered expedient, in the Government securities / certificates, negotiable Government guaranteed bonds and in such deposit schemes of the Central Government as may be notified in this regard from time to time, the interest or profit realized on such investments being credited to the college as Miscellaneous receipts. All investments and securities shall be held in the name of the college.

Nomination

4. (1) A subscriber shall at the time of joining the Fund, send to the Principal 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, 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 notice in writing to the Principal.

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 reasons of which the nominations become invalid in pursuance of clause (b) of sub-para (5) or the proviso thereto, the subscriber shall send to the Principal 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 college.
- (8) An up-to-date Register shall be maintained by the college 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 college to his account;
 - iii) interest, as provided by paragraph 10, on subscription;
 - iv, interest, as provided by paragraph 10, on contributions; and
 - v) advance and withdrawals from his account.

Conditions 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 installments, 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 Principal 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 thereof, 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 $8\frac{1}{3}$ percent of the emoluments.
- (2) For the purposes of clause (b) of sub-para ('1), the emoluments of a 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 apart 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.

Realization of Subscriptions

8. (1) When emoluments are drawn from the funds of the college 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 college.

Contribution by the College

9. 1) The College 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 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 percent 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 college 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 college 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 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 subparagraph (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 upto 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 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 such amount becomes 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 Principal has intimated to that person or his against 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 paragraph 12 subject to the following conditions:- -

- (a) No advance shall be granted unless the sanctioning authority is satisfied that
- (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 specialized course or other general higher education in India beyond the high-school stage;
- Provided that the duration of the courses 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 college 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 indicating 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/College as regards any penalty imposed on him any or 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.
 - c) 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 advances are sanctioned for such reasons.
 - e) An application for temporary advances 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 Principal shall be sanctioned by the Principal.
- (2) A temporary advance from the Fund to the Principal shall require the sanction of the Chairman.
13. (1) An advance shall be recovered from the subscriber in such number of equal monthly installments 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 installments than that prescribed. Each installment shall be a number of whole rupees, the amount at the advance being raised or reduced, if necessary to admit of the fixation of such installments.

- (2) (a) Recovery shall be made in the manner provided in paragraph 8 for the realization 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 percent of the Principal for each month or b

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 installment 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 installments and the method 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.
14. (1) Subject to the conditions specified hereunder withdrawals may be sanctioned by the Chairman, in the case of a withdrawal by the Principal and by the Principal 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 expense 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 specialized 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 utilizing 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 (e) and (f) for the purposes specified therein and also for the purpose 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 authorization 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 utilized 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 installments. as may be determined by the college.

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) (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 & 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 Governing Body; and (ii) insurance policy is such as may be legally assigned by the subscriber himself in favour of the college and is so assigned by him and is delivered to the Principal 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 college.
- (2) A policy which has been assigned to the subscriber's wife shall not be accepted unless either the policy is first re-assigned to the subscriber and his wife both join in an appropriate assignment.
- (3) An insurance policy shall be assigned to the college 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 Principal within three months of the date of assignment.

- (5) Where an Insurance policy has been assigned to the college, the Principal 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 Insurance Policies in respect of which subscriptions or premiums which are paid by the college to the extent of recoveries actually made from the monthly salary bills, the college shall not make any payment on behalf of subscriptions to Insurance Companies, nor take steps to keep a policy alive.
- (2) A subscriber who desires to substitute his Fund subscription 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 case of subscriptions or premiums mentioned in sub-paragraph (1) the subscriber shall send to the Principal, within a period of two months from the date of payment, receipts in 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 Principal for the withdrawal of the amount to be paid from his subscription in the Fund:- —
- Provided that the subscriber shall send to the Principal 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 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 withdrawn 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 Principal. 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 installments or otherwise as the Governing Body may direct.
23. (1) Save as provided in sub-paragraph (2) of paragraph 25 when the subscriber;
 - (a) quit the service, or
 - (b) has proceeded on leave preparatory to retirement and applied to the college for re-assignment 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 college for reassignment or return of policy.
 - (d) pays or repays to the Fund the whole of any amount with-held 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 Principal shall, if the policy has been assigned in favour of the college under paragraph 18 re-assign the policy in the first form set forth in Appendix VI to the subscriber, or to the subscriber and to joint assured, as the case may be, and make it over to the subscriber, together with a signed notice of the reassignment addressed to the insurance Company.
- (2) Save as provided by sub-paragraph (2) of paragraph 25, when the subscriber dies before the subscriber quitting the service, the Principal shall reassign in 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.
24. If a policy assigned in favour of the College 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 realization, be credited to the Fund of the subscriber.
25. 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 or reimbursement be deducted from

the subscriber's emoluments by installments or otherwise, as the Governing Body may direct.

(2) If the College receives notice of:-

- (a) an assignment (other than an assignment in favour of the College under paragraph 18 or
- (b) a charge of encumbrance on or
- (c) an order of a Court restraining dealing with the policy or any amount realized thereon, the Principal shall not-
 - (i) reassign or make over the policy as provided in paragraph 23;
 - (ii) realize the amount assured by the policy, as provided in paragraph 24, but shall forthwith refer the matter to the Governing Body.

26. Not with standing anything contained in this Schedule, if the sanctioning authority is satisfied that money withheld or withdrawn from the Fund under clause (a) or clause (b) or paragraph 17 has been utilized for a purpose other than that 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 paragraph 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 installments of moieties of his emoluments till the entire amount recoverable is paid by him.

NOTE:- The term 'emoluments' as used in this paragraph does not include subsistence grant.

Restriction of the Provisions relating to financing of Policies

27. The provisions contained in paragraphs 17 to 26 shall apply only to subscribers who have been substituting in whole or in part, payments towards policies of life insurance for subscriptions to the Fund or making with-drawals from the Fund for such payment 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.

Circumstances in which Accumulations are Payable

28. 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 college 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 provision 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 college 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 applications made by him in that behalf to the Principal become payable to the subscriber.

Provided that the subscriber, if he returns to duty, shall if required to do so by the college, 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 installments or otherwise, as the college 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) In no such nomination in favour of a member or members of the family of the subscriber subsists, or if such nomination relates only to 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 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 provision;

NOTE:- I:- (i) Any sum payable under this paragraph to a member of the family of a subscriber vests in such member under subsection (2) of section 3 of the Provident Funds Act, 1925.

(ii) When the subscriber leaves 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 Rules and Regulations.

- (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 Fund Act, 1925, are applicable to the whole amount or the part thereof to which the nomination does not relate.

Deposit Linked Insurance Scheme

30. A. On the death of a subscriber, the person entitled to receive the amount standing to the credit of the subscriber shall be paid by the Accounts Officer an additional amount equal to the average amount of subscription and interest thereon at the credit in the account during the 3 years immediately preceding the death of such subscriber, subject to the condition that-

(a) the balance representing subscription with interest thereon at the credit of such

subscriber shall not at any time during the 3 years preceding the month of death have fallen below the limits of-

- i) Rs. 4000/- in the case of a subscriber who has held, for the greater part of the aforesaid period of 3 years, a post the maximum of the pay scale of which is Rs 1,300/- or more:-
- ii) Rs. 2,500/- in the case of a subscriber who has held, for the greater part of the aforesaid period of three years, a post the maximum of the pay scale of which is Rs. 900/- or more but less than Rs. 1,300/-;
- iii) Rs. 1500/- in the case of subscriber who has held, for the greater part of the aforesaid period of three years, a post the maximum of the pay scale of which Rs. 291/- or more but less than Rs. 900/-;
- iv) Rs. 1000/- in the case of a subscriber who has held for the greater part of the aforesaid period of three years, a post the maximum of the pay scale of which is less than Rs. 291/-;

b) the additional amount payable under this rule shall not exceed Rs. 10,000/-;

c) the subscriber has put in atleast 5 years service at the time of his death.

NOTE 1:- The average balance shall be worked out on the basis of the balance at the credit of the subscriber at the end of each of the 36 months preceding the month in which the death occurs. For this purpose, as also for checking the minimum balances prescribed above-

a) the balance at the end of March shall include the annual interest on subscription credited in terms of paragraph 10; and

b) if the last of the aforesaid 36 months is not March, the balances at the end of the said last month shall include interest on subscription in respect of the period from the beginning of the financial year in which death occurs to the end of the last month.

NOTE 2:- Payments under this scheme should be in whole rupees. If an amount due includes a fraction of a rupee, it should be rounded to the nearest rupee (50 paise counting as the next higher rupee).

NOTE 3:- Any sum payable under this scheme is in the nature of insurance money and therefore, the statutory protection given by section 3 of the Provident Funds Act, 1925 (Act 19 of 1925) does not apply to sums payable under this scheme.

NOTE 4:- This Scheme also applies to these subscribers to the Fund who are transferred to an autonomous organization consequent upon conversion of Government Department into such a body and who, on such transfer, opt, in terms of option given to them to subscribe to this Fund in accordance with these rules.

- NOTE 5:-
- a) In case of an employee of the college who has been admitted to the benefits of the Fund under Bye-Laws 12 (2), / Bye-Laws 12A (1), but dies before completion of three years service or, as the case may be, five years service from the date of his admission to the Fund, that period of his service under the previous employer in respect whereof the amount of his subscriptions and the employer's contribution if any, together with interest have been received, shall count for purposes of clause (a) and clause (c).
 - (b) In case of persons appointed on tenure basis and in the case of re-employed pensioners, service rendered from the date of such appointment or re-employment, as the case may be only will count for purposes of this rule.
 - (c) This scheme does not apply to persons appointed on contract basis.

- NOTE 6:- The budget estimates of expenditure in respect of this scheme will be prepared by the Accounts Officers responsible for maintenance of the accounts of the Fund having regard to the trend of expenditure, in the same manner as estimates are prepared for other retirement benefits.

Deductions

31. Subject to the conditions, that no deduction may be made which reduces the credit by the more than the amount of any contribution by the college 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 Governing Body may direct the deduction therefrom and payment to the college 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 college, 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 college.
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 Senior Accounts Officer after obtaining the sanction of the Principal and after satisfying himself, when on such deduction has been directed under that paragraph 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 Principal 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 in a lumatic for whose estate a manager has been appointed in this behalf, the payment or reassignment 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 Principal, Payment of accounts 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 college 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 sub-paragraph (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.

Amended and reconstituted vide Agenda Item No. of 14 10th General Body held on 27.06.2002

GRATUITY

The General Body after detailed discussions approved the amendment of Provision 36 of CPF-cum-Gratuity Scheme as follows:-

- a. Gratuity shall be granted for good, efficient and faithful service to whole time employees of the college 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 employed on contract or non-regular basis.

- 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 60/62 years as the case may be;
 - iv) Employees leaving the institution or retiring after a minimum period of 5 years covered under CPF-cum-Gratuity Scheme of the PEC.
 - A) Gratuity shall not be admissible to those employees whose services are terminated for misconduct, insolvency or inefficiency.
 - B) Except in the case of death, gratuity will be admissible only after 5 years qualifying service.

- c. Qualifying service shall mean all service rendered in the College.

- d. i) Permanent Employees:-

Retirement gratuity is admissible to permanent employees who leave or retire after completion of a minimum 5 years of qualifying service, Gratuity will be paid at the rate of 'one fourth' monthly emoluments for each completed six monthly period of qualifying service subject to a maximum of 16 ½ times 'the monthly emoluments' or Rs.3.50 lakhs whichever is less. Monthly emoluments include DA on the date of cessation of service.

 - ii) Death Gratuity is also admissible in the case of death in service of an employee at the following rates:-

Length of Service	Death Gratuity payable to family members
(i) Less than one year	2 times of monthly emoluments
(ii) One year or more, but less than 5 years	6 times of monthly emoluments
(iii) 5 years or more, but less than 20 years	12 times of monthly emoluments
(iv) 20 years or more	Half of monthly emoluments for every completed six monthly period of qualifying service subject to a maximum of 33 times of monthly emoluments or Rs.3.50 lakhs whichever is less.

Explanation:- Emoluments include DA on the date of death – Rule 50 and Rule 10(2), CCS (TS) Rules, 1965.

Amended and reconstituted by the 10th General Body vide item No.4 on 27.06.2002.

- (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 member 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 adapted children;
- iv) Unmarried and widowed daughters;
- v) Brothers below the age of 18 years and/unmarried and widowed sisters; } including step brothers and step sisters
- vi) Father;
- vii) Mother;
- viii) Married daughters; and
- ix) Children of a pre-deceased son.

APPENDIX 1
FORM OF - DECLARATION

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

Signature of Subscriber.

Dated this _____ day of 19

Two Witnesses to the Signature

1. _____

2. _____

APPENDIX II

FORM 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 paragraph 2 of the provisions governing the Contributory Provident Fund- cum- Gratuity of the Pondicherry Engineering College _____ to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable or having become payable, has not been paid.

Name and Address of the Nominee	Relationship with subscriber	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 Pondicherry Engineering College _____ to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable, or having become payable has not been paid and direct that the said amount shall be distributed among the said persons in the manner shown below against their names :-

Name and Address of the Nominee	Relationship with subscriber	Age	* Amount of share of accumulation to be paid to each	Contingencies on the happening of which the nomination shall become invalid	Name, address and relationship of 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. _____

*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.

APPENDIX II (Contd)

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 Pondicherry Engineering _____ 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	Relationship 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. _____

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.

APPENDIX II (Contd)

IV. 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 Pondicherry Engineering College _____ 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	Relationship with subscriber	Age	* Amount share of accumulations to be paid to each	↓ 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. _____

*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.

APPENDIX – III

PONDICHERY ENGINEERING COLLEGE, PONDICHERY
Contributory Provident Fund Ledger

Account No.....

Date of receipt of Name Designation..... Joined
on Nomination

YEAR:- 19 19										YEAR:- 19 19								
SUBSCRIPTIONS					COLLEGE CONTRIBUTION					SUBSCRIPTION					COLLEGE CONTRIBUTION			
Month	Emoluments	Subscription	Refund of withdrawals	Total	Withdrawals	Provisionary 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	Remarks
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.

APPENDIX III (Contd)

Balance from 19	19 _____ College's Cont. on _____	Balance from 19	-19
Deposits and refunds as above	_____ Rs. _____ at 8 1/3 percent	Deposits and refunds	
Interest for 19	_____ Balance from 19	-19	as above _____
Total	_____ Interest for 19	-19	Interest for 19 -19
		Total _____	
		***College's Cont. on _____	
		Rs. _____ at 8.1/3	
		Balance from 19	-19
		Interest for 19	-19
Deduct withdrawals	Totals _____	Total _____	
as above _____	Deduct withdrawals	Deduct withdrawals	Deduct withdrawals
	as above _____	as above _____	as above _____
Balance as on March 31 19 _____	Balance on March 31, 19 _____		
	Balance on March 31, 19 _____	Balance on March 31, 19 _____	

Calculated by:-

Checked by:-

APPENDIX – IV

FORM OF APPLICATION FOR A TEMPORARY ADVANCE FROM
CONTRIBUTORY PROVIDENT FUND

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

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

Signature of the Applicant

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

Signature
Accounts Officer

APPENDIX IV (Contd)

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 _____ installments of Rs _____ per mensem with one/two additional installments 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 installments of Rs _____ each with one/two additional installments representing interest at the prescribed rate.

Signature _____
Designation _____

NOTE

- 1) The application should in the first instance be submitted to the Head of Department, who, after obtaining necessary certificate from the Account's Officer, submit the application, with his recommendations, to the Principal, for sanction or submit it to the higher authority, after obtaining the Principal's recommendations, as the case may be.
- 2) The application, when sanctioned, should be sent to the Account Section for necessary further action.

APPENDIX – V – FORM OF ASSIGNMENT

I _____ of _____ hereby assign upto the Pondicherry Engineering College _____ the within policy of assurance as security for payment of all sums which under the provisions governing the Contributory Provident Fund of the Pondicherry Engineering College I may hereafter become liable to pay to the Contributory Provident Fund of the Pondicherry Engineering College.

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 Pondicherry Engineering College, 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, Pondicherry Engineering College _____ to accept the withdrawal of the sum of Rs. _____ from the sum to the credit of the said _____ in the Contributory Provident Fund, Pondicherry Engineering College, for payment of the premium of the within policy of assurance hereby jointly and severally assign upto the said Pondicherry Engineering College _____ 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 typewritten, 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 initialed across all four margins.

APPENDIX V (Contd.)

(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 _____ order that _____ may assign the policy to the Pondicherry Engineering College _____ 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 Pondicherry Engineering College _____ the within policy of assurance of 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 Contributing Provident Fund Pondicherry Engineering College.

I _____ of _____ hereby further assign unto the Pondicherry Engineering College, the within policy of assurance as Security for payment of all sums which under the provisions governing the Contributory Provident Fund of the Pondicherry Engineering College _____ I may hereafter become liable to pay to the Contributory Provident Fund of the Pondicherry Engineering College.

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

Form of Reassignment and Assignment by the Pondicherry Engineering College.

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

Dated this _____ day of _____ 19

Executed by _____ Principal of the
College for and on behalf on the Pondicherry Engineering
College _____

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
Pondicherry Engineering College _____, doth hereby
assign the within policy of assurance to _____*.

Dated this _____ day of _____ 19
Executed by _____ Principal of the College and on behalf of the
Pondicherry Engineering College.

Signature of the Principal
(one witness who should add his designation and address)

(3)

Form of Reassignment by the Pondicherry Engineering College

The Pondicherry Engineering College, doth hereby reassign the within policy to the said

Dated this _____ day of _____ 19

Executed by _____ Principal of the Pondicherry Engineering
College for and on behalf of the Pondicherry Engineering College.

Signature of the Principal
(one witness who should add his designation and address)

APPENDIX VII

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

Name of Subscriber _____

Number of Account _____

Particulars	Opening Balance	Deposits	Interest Total	Withdrawals	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.

Accounts Officer
Pondicherry Engineering College

Dated _____

(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.

Signature of Subscriber

Dated _____

APPENSIX VIII
Form of Nomination

Form I

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 College 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 become invalid	Name, address and relationship of the person or persons, if any to whom the right conferred on the nominee shall pass in the event of the nominee predeceasing the employee or the nominee dying after the death of the employee but before receiving payment of the gratuity	Amount of 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 Principal

Date _____

FORM II

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 College in the event of my death while in service and the right to receive on my death, to the extent specified below, any gratuity which having become admissible to me on retirement may remain unpaid at my death:- -

Name and address of the nominee	Relationship with the employee	Age	Amount of share of gratuity payable 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 conferred on the nominee *** predeceasing the employee or the nominee dying after the death of the employee before receiving payment of the gratuity	Amount of shares of gratuity payable to each *** (shall pass in the event of the nominee)

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. Fourth column should be filled in so as to cover the whole amount of gratuity.
 2. The amount/share of gratuity shown in the last column should be the whole amount/share payable to the original nominees.

Nominated by _____

Designation _____

Department _____

FORM III

Nomination for Death-cum-Retirement Gratuity when 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 College 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	Relationship with the employee	Age	Contingencies on the happening of which the nomination shall become invalid	Name, address and relationship of the person or persons, if any to whom the right conferred on the nominee shall pass in the event of the nominee predeceasing the employee or the nominee dying after the death of the employee but before receiving payment of the gratuity.	Amount of 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

Nomination by _____

Signature of the Principal

Designation _____

Date _____

Department _____

FORM IV

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 person mentioned below and confer on them the right to receive to the extent specified below, any gratuity that may be sanctioned by the College in the event of my death while in service and the right to receive on my death, to the extent specified below any gratuity which having become admissible to me on retirement may remain unpaid at my death:-

Name and address of the nominee	Relationship with the employee	Age	*Amount of share of gratuity payable 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 conferred on the nominee shall pass in the event of the nominee predeceasing the employee or the nominee dying after the death of the employee but before receiving payment of the gratuity.	Amount of shares of gratuity payable to each

This nomination supersedes the nomination made by me earlier on _____ which stands cancelled.

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 _____

Signature of the Employee

Two Witnesses to Signature

1. _____
2. _____

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 _____

Signature of the Principal

Designation _____

Department _____

Dated _____

SCHEDULE-G

GENERAL PROVIDENT FUND-CUM-PENSION-CUM-GRATUITY SCHEME OF THE PONDICHERRY ENGINEERING COLLEGE, PONDICHERRY.

Application

1. The provisions contained in this schedule shall apply to the employees specified in clause (1) of BYE-LAWS 12 B.

Transfer of Accumulation in

Contributory of 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 organization 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 College 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 College;

(iii) "Annexure" means an annexure appended to the Schedule;

(iv) "Audit Officer" means the (Internal) Audit officer of the College;

(v) "average emoluments" means the average emoluments calculated upon the last 3 years of service;

(vi) "Governing Body" means the Governing Body of the College;

(vii) "Principal" means the Principal of the Pondicherry Engineering College;

- (viii) "disease" means-
- (a) disease solely and directly attributable to an accident; or
 - (b) 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 to an area where he happens to be in the performance of his duties:- or
 - (c) Venereal disease or septicemic where such disease or septicemic 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 college;

- (xi) "Family" means,
- (a) in the case of a male subscriber, the wife or wives and children of a subscriber, and the widows and children of a subscriber, and the 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 Principal that she shall continue to be so regarded;

- (b) in the case of 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 Principal 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 recognized by the persona law governing the subscriber.

- (xii) "Forms" means a form appended to these provisions.
- (xiii) "Fund" means the General Provident Fund of the College
- (xiv) "Injury" means bodily injury resulting from Violence, accident or disease assessed by the Consulting Medical Officer of the College as being not less than severe.

Notes:-Examples of injuries of certain categories are given in Appendix V.

- (xv) "College" means the Pondicherry Engineering College.
- (xvi) "Leave" means any variety of leave recognized by the College framed in Schedule D under Bye-law 19/17.
- (xvii) Pay means the amount drawn monthly by an employee as pay included dearness pay where admissible, which has been sanctioned for the post held by him substantively or in any officiating capacity any include 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 or to any reduction of such substantive pay otherwise than as a disciplinary measures 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 College or under the States/Central Government or of a body corporate 'owned or controlled -by Government or an autonomous organizations Registered under the Societies, Act, 1860 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 services 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 allowance during the period of deputation, the period of such Extra-ordinary 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 following by re-instatement;
- (ii) Extra- Ordinary leave without leave salary and allowance;
- (iii) Unauthorized absence in continuation of authorized 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 specified by the Governing Body 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 quit Govt. service is not less than 10 years.
- (xx) "Principal" means the Principal of the College.
- (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 especially 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 this 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 septicemia patient or conducting a postmortem examination in pursuance of that duty.

(xxiv) "Violence" means the act of a person who inflicts an injury of 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 FUNDS

5. NOMINATIONS:-

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

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

Provided further that the nomination made by the subscriber in respect of any other Provident Fund to which he was subscribing before joining the Fund shall, if the amount to his credit in such other fund has been transferred to his credit in the Fund, be deemed to be a nomination duly made under this 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 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 as is appropriate in the circumstances.
- (4) (i) A subscriber may at any time cancel a nomination by sending a notice in or separately, send afresh 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 persons or persons shall, if the subscriber has other member of his family, be such other member of members. Where the subscriber confers such a right on more than on more than one person under this clause, he shall

specify the amount of share payable to each of such a manner as to cover the whole of the amount payable to the nominee.

- (b) that the nomination shall become in valid 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 the 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 Principal 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 Principal.
- (ii) The college shall not be bond by nor shall recognize 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.

7. CONDITIONS AND RATES OF SUBSCRIPTION:-

- (1) Every subscriber shall have subscribed monthly to the Fund when on duty in the Service of the College 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 installments any sum not exceeding the maximum amount of arrears of subscription payable for that period.

(2) The subscriber shall intimate his election not to be subscribing during leave by a written communication addressed to the Principal before he proceeds on leave. Failure to make due and timely intimation shall be deemed to constitute an election to subscription. 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 subscription 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 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 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 March of the preceding 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 of 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 college shall pay to the credit of the account of each subscriber, interest at such rate as may be determined by the Governing Body 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 on 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 March of the preceding year:- - Interest from the date of credit up to the 31st 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, upto 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 upto the close of the month preceding that in which payment is made or upto 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 Principal 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 Principal 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 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 laws 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 advances 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 college in respect of any condition of service or penalty imposed on him;

(vi) To meet the cost of his defense where the applicant is prosecuted by the college 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 3 months pay of objects mentioned in clauses the subscriber.

(i) to (vi) of sub paragraph (2) .

Provided, however, that in no case shall the amount of advance exceed 50% of the amount of the member's subscription and interest thereon standing to 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 sub-paragraph (3) herein or until repayment of the last installment 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 twenty-four equal monthly installments, if the advance was sanctioned for any of the objects mentioned in clauses (i) to (vi) of sub-paragraph (2). Each installment shall be a number of whole rupees, the amount of advance being raised or reduced, if necessary, to admit of the fixation of such installments. A subscriber may at his option repay in a smaller number of installments than 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 College from time to time and shall not exceed by more than one per cent of the rate paid by the College to the account of a subscriber. It shall ordinarily be recovered in one installment in the month after complete repayment of the Principal has been made. If the period of repayment exceed twenty months, interest may, if the subscriber so desires, be recovered in two equal monthly installments, the monthly payment being rounded in two equal monthly installments, 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 Principal is satisfied that money withdrawn as an advance from the fund under sub-paragraph (2) has been utilized for a purpose other than that for which sanction was given to the drawal of the money, the amount in question shall with penal interest calculated at a rate of 3% over and above the rate provide under sub-paragraph (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 installments 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 Principal and in the case of Principal 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 specialized course in India beyond the High School stage, Provided that the course of study is for not 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 alternations 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 utilizing 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 sub paragraph (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 upto 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 withdrawal money from the fund under sub paragraph (1) shall satisfy the sanctioning authority with a reasonable period as may be specified by him that the money has been utilized 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 such rate as is levied on advance 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 installments as may be determined by the Governing Body.

12. FINAL WITHDRAWALS OF ACCUMULATION IN THE FUND:-

When a subscriber quit the service of the College, 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 College and is subsequently reinstated in service, shall if required to do so, repay any amount paid to him from the Fund in pursuance of the 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 College or by a competent medical authority that may be prescribed by the Governing Body in this behalf to be unfit for further service, the amount standing to his credit in the Fund shall upon application made by him in that behalf to the Principal, 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 installments or otherwise by recovery from his emoluments or otherwise as the Principal may direct.

14. PROCEDURE ON THE DEATH OF 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.

(1) 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 here to force in force in favour of a member or members of his family subsists, the amount standing to his credit in the Fund or the part thereof to which the nomination relates shall become payable to his nominee or nominees in the proportion specified in the nominations;

(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 of 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.

(2) When the subscriber leaves no family

If a nomination made by him in accordance with the sub paragraph (h) of paragraph 5 or of the corresponding provision hereto-fore in force in favour of any person or persons subsists, the amount standing to his credit in the Fund or the part thereof 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 March of each year, the Accounts Officer shall send to each subscribers 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 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 alternation 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 with six months from the date of receipt of the statement.

(3) The Principal, 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 College to an account by name "General Provident Fund Account" of the Pondicherry Engineering College. A deposit Account shall be opened in the State Bank of India to be operated in such manner as the Governing body may direct. The college may invest such part of the fund, as may be considered expedient, in the Government securities/certificates negotiable Government guaranteed bonds, and in such deposit schemes of the Central Government as may be notified in this regard from time to time, interest or profit realized on such investments being credited to the College as Miscellaneous receipts.

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

PENSION

17. 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 year's 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 atleast 3 months before the date on which he wishes to retire.

(3) College may require any employee to retire at any time after he has completed 30 years, qualifying service even before the completed of the age of 60 years, provided the appropriate authority shall give in this behalf a notice in writing to the employee atleast 3 months 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 33/80th of the average emoluments subject to a maximum of Rs. 12,000/- 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 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 college for permanent physical or mental disability incapacitating him for further service if certified by the Consulting Medical Officer of the College on the scale prescribed in paragraph 19.

c) Superannuation 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 70 years the employee concerned shall give in this behalf a notice in writing to the Principal atleast 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 $\frac{33}{80}$ th 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 College certifies that the Pensioner 's health and prospects of duration of life are such as to justify commutation.

"Provided that an employee who applies for commutation of pension within one year of the date of his retirement on superannuation shall not be subjected to medical examination.

Provided further that an application for commutation of pension shall be made after the date of retirement and the commutations shall become absolute, that is, the retired employee shall become entitled to receive the commuted value on the date on which his application is received by the Head of Office"

(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 members who is a widowed daughter, in equal shares;
 - (ii) If there are no 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 (i) 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 16 ½ 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. 30,000/-

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.2500/- 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) "Pension" 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 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) of 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) of 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 conceal 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 Principal 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, take 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 of invalidment.

(2) Death Gratuity:- - The family of a temporary employee who dies while in service shall be eligible for 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) 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;

Provided that in case of death, while in service, the employee should have completed a minimum period of one year service.

(b) Family pension shall be admissible at the following rates, namely:- -

Pay of the employee	Monthly pension of the widow/ widower/children
Below Rs.400/-	30% of pay subject to a minimum of Rs.60/- and a maximum of Rs 100/- per month.
Rs.400/- and above but below Rs.1200/-	15% of pay subject to a minimum of Rs.100/- and a maximum of Rs.160/- per month.

Rs.1200/- and above

12% of pay subject to a minimum
of Rs.160/- and a maximum of Rs.250/-
per month

- (2) (1) (a) in case of an employee who dies after having rendered a minimum service of seven years, the family pension shall be paid at an enhanced rate equal to 50% of the last pay drawn or twice the ordinary family pension at the above rates, whichever is less, for a minimum period of seven years or the age of 65 years, had he survived, whichever is earlier;
- (b) in case of death after retirement, the amount of family pension at the enhanced rates shall not exceed normal superannuation pension (uncommuted value) to which the college employees would be entitled to on superannuation:-
- (c) family pension in cases of death after retirement shall be given only to those who were members of the family of the said employee so declared at the time of retirement."

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 recognized 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 he 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. EXTRAORDINARY PENSION AND GRATUITY

1. Extra-ordinary pension and gratuity may be sanctioned by the Governing Body when an employee sustains an injury or dies as a result of an injury or is killed.

2. While making the award, the Governing Body may take 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 Extra-ordinary 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 at risk of office which have resulted in the permanent loss of an eye or a limb, or are 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.

28. (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 college 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 College 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 Governing Body 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)

29. A temporary pension awarded under the Extra-ordinary 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.

30. 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.
 - (vii) 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 amounts specified in paragraph 24;

Provide that if the pay of the deceased member of the staff was less than Rs. 200, the monthly pension or the sum of pension that may be granted under this paragraph shall not, irrespective of the rates (including the minimum limits) specified in paragraph 24, exceed 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 prorate reduction shall be made in the amount of each individual pension as will reduce the sum to such limit.

31. 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 are 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 brothers' or sisters' share shall not exceed the amount of pension specified in paragraph 24 for a 'child' who is not motherless'.

32. Any award made under paragraph shall in the event of an improvement in the pecuniary circumstances of the pensioner, be subject to review in such manner as the Governing Body may by order prescribe.
33. A family pension shall take effect from the day following the death of the employee or such other date as the Governing Body may determine.
34. 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; in the case of an unmarried daughter or minor sister, until she attains the age of 21, whichever occurs earlier:-

- c) in the case of, a Father, for life,
35. 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.
36. (1) When a claim for any injury pension or gratuity or family pension arises under the Extra-ordinary 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 Governing Body through the Principal 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, 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 Principal while placing the above documents before the Governing Body 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.

36. (A) DEPOSIT LINKED INSURANCE SCHEME:- -

On the death of a subscriber, the person entitled to receive the amount standing at the credit of the subscriber shall be paid by the Accounts Officer an additional amount equal to the average valance in the account during the 3 years immediately preceding the death of such subscriber, subject to the condition that:- -

- a) The balance at the credit of such subscriber shall not at any time during the 3 years preceding the month of death have fallen below the limits of:- -
 - i) Rs.4000/- in the case of a subscriber who has held, for the greater part of the aforesaid period of three years, a post the maximum of the scale of which is Rs.1300 - or more
 - j) Rs. 2,500/- in the case of subscriber who has held, for the greater part of the aforesaid period of three years, e-post the maximum of the pay scale of which is Rs.900/- or more but not less than Rs.1300/-
 - k) Rs.1500/- in the case of subscriber who has held, for the greater part of. The aforesaid period of three years, a post the maximum of the pay scale of which is

Rs.291/- or more but not less than Rs.900/-

- 1) Rs.1000/- in the case of a subscriber who has held, for the greater part of the aforesaid period of three years, a post the maximum of the pay scale of which is less than Rs.291/-;
- b) the additional amount payable under this rule, shall not exceed Rs. 10,000/-;
- c) the subscriber has put in at least 5 years service at the time of his death.

Note-1:- The average balance shall be worked out on the basis of the balance at the credit of the subscriber at the end of each of the 36 months preceding the month in which the death occurs. For this purpose, as also for checking the minimum balance prescribed above:-

- (a) The balance at the end of March shall include the annual interest credited in terms of paragraph 9; and
- b) If the last of the aforesaid 36 months is not March, the balance at the end of the said last month shall include interest in respect of the period from the beginning of the financial year in which death occurs to the end of the said last month.

Note-2:- Payments under this scheme should be in whole rupees. If an amount due includes a fraction of a rupee, it should be rounded to the nearest rupee, (50 paise counting as the next higher rupee)

Note-3:- Any sum payable under this scheme is in the nature of insurance money and, therefore, the Bye-laws protection given by section 3 of the Provident Funds Act. 1925 (19 of 1925) does not apply to sums payable under this scheme.

Note-4:- The scheme also applies to those subscribers to the Fund who are transferred to an autonomous organization consequent upon conversion of a Government Department into such a body and who, on such transfer, opt, in terms of option given to them, to subscribe to this Fund in accordance with these rules.

Note-5:- (a) In case of an employee of the college who has been admitted to the benefits of the Fund under Bye-law 12 B (1), but dies before completion of three years service or, as the case may be, five years service from the date of his admission to the Fund, the period of his service under the previous employer in respect where of the amount of his subscriptions and the employer's contribution, if any, together with interest have been received, shall count for the purposes of clause (a) and clause c).

(b) In case of persons appointed on tenure basis and in the case of re-employed pensioner, service rendered from the date of such appointment or re-employment, as the case may be, only will count for purposes of this rule.

(c) This scheme does not apply to persons appointed on contract basis

Note-6:- The budget estimates of expenditure in respect of this scheme will be prepared by the Accounts Officer responsible to maintenance of the accounts of the Fund having regard to the trend of expenditure, in the same manner as estimates are prepared for other retirement benefits.

GENERAL

37. 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 Governing Body from time to time.
38. When the Governing Body is satisfied that the operation of any of these provision causes or is likely to cause undue hard-ship 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.
39. (1) The Governing Body 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 college, 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 College. 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 employees 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 installments not exceeding 12 in number, employer's contribution 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 College.

40. If any question arises relating to the interpretation of these provisions, it shall be referred to the Governing Body whose decision thereon shall be final.
41. 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 college reserves to itself the right of withholding or withdrawing such a pension or any part of it, if

the recipient to 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-I
FORM III – DECLARATION

I, _____ (the subscriber) an employee of the Pondicherry engineering college, at _____ do hereby declare that I have read the provisions governing the General Provident Fund – Cum – Pension – Cum – Gratuity Scheme of the Pondicherry engineering college, _____ and agree to abide by them

Dated, this _____ day of _____ 19

Signature of Subscriber

Two Witness to the Signature

(1)

(2)

APPENDIX-II

GPF – Cum – Pension – Cum – Gratuity Scheme

Completed six monthly periods of qualifying service	Scale of gratuity or pension	Max. pension (in Rs. per annum)
1	$\frac{1}{2}$ (a) Gratuity month 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		
20	10/80ths of average emoluments	3,750.00
21	$10 \frac{1}{2}$ /80ths	“ “ 3,937.50
22	11 / 80ths	“ “ 4,125.00
23	$11 \frac{1}{2}$ /80ths	“ “ 4,132.50
24	12 /80ths	“ “ 4,500.00
25	$12 \frac{1}{2}$ /80ths	“ “ 4,687.50
26	13 / 80ths	“ “ 4,875.00
27	$13 \frac{1}{2}$ /80ths	“ “ 5,062.50
28	14 /80ths	“ “ 5,250.00
29	$14 \frac{1}{2}$ /80ths	“ “ 5,437.50
30	15 /80ths	“ “ 5,625.00
31	$15 \frac{1}{2}$ /80ths	“ “ 5,812.50

32	16 /80ths	“	“	6,000.00
33	16 ½ /80ths	“	“	6,187.50
34	17 /80ths	“	“	6,375.00
35	17 ½ /80ths	“	“	6,562.50
36	18 /80ths	“	“	6,750.00
37	18 ½ /80ths of the average emoluments			6,937.50
38	19 /80ths	“	“	7,125.00
39	19 ½ /80ths	“	“	7,312.50
40	20 /80ths	“	“	7,500.00
41	20 ½ /80ths	“	“	7,687.00
42	21 /80ths	“	“	7,875.00
43	21 ½ /80ths	“	“	8,062.50
44	22 /80ths	“	“	8,250.00
45	22 ½ /80ths	“	“	8,437.50
46	23 /80ths	“	“	8,625.00
47	23 ½ /80ths	“	“	8,812.50
48	24 /80ths	“	“	9,000.00
49	24 ½ /80ths	“	“	9,187.50
50	25 /80ths	“	“	9,375.00
51	25 ½ /80ths	“	“	9,562.50
52	26 /80ths	“	“	9,750.00
53	26 ½ /80ths	“	“	9,937.50
54	27 /80ths	“	“	10,125.00
55	27 ½ /80ths	“	“	10,312.50
56	28 /80ths	“	“	10,500.00
57	28 ½ /80ths	“	“	10,587.50
58	29 /80ths	“	“	10,675.00
59	29 ½ /80ths	“	“	11,062.50
60	30 /80ths	“	“	11,250.00
61	30 ½ /80ths	“	“	11,437.50
62	31 /80ths	“	“	11,625.00
63	31 ½ /80ths	“	“	11,812.50
64	32 /80ths	“	“	12,000.00
65	32 ½ /80ths	“	“	12,000.00
66	33 /80ths	“	“	12,000.00

APPENDEX III
COMMUTATION TABLE

(Commutation value for a pension of Re.1/- per annum)

Age next birthday	Commutation value expressed as number of years purchase	Age next birthday	Commutation value expressed as number of years purchase
17	19.24	51	12.80
18	19.15	52	12.50
19	19.06	53	12.20
20	18.96	54	11.89
21	18.86	55	11.58
22	18.76	56	11.26
23	18.64	57	10.94
24	18.53	58	10.62
25	18.40	59	10.29
26	18.28	60	9.97
27	18.14	61	9.64
28	18.00	62	9.34
29	17.85	63	8.99
30	17.70	64	8.66
31	17.54	65	8.34
32	17.37	66	8.01
33	17.20	67	7.69
34	17.01	68	7.37
35	16.85	69	7.06
36	16.62	70	6.75
37	16.42	71	6.45
38	16.20	72	6.15
39	15.98	73	5.86
40	15.75	74	5.58
41	15.52	75	5.30
42	15.27	76	5.03
43	15.02	77	4.78
44	14.76	78	4.52
45	14.50	79	4.28
46	14.23	80	4.05
47	13.96	81	3.83
48	13.68	82	3.62
49	13.39	83	3.42
50	13.10	84	3.23
		85	3.04

APPENDIX IV
SCALE OF INJURY GRATUITY AND PENSION

Pay of member of staff on the date of injury	Gratuity	Monthly pension	
		Higher scale Rs.	Lower scale Rs.
1. Rs.2,000 and over		300	225
2. Rs. 1,500 and over but under Rs.2,000	3 months pay subject to a minimum of Rs. 800	275	200
3. Rs. 1,000 and over but under Rs.1,500		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. under Rs.200		4 months pay	$\frac{1}{3}^{\text{rd}}$ of pay subject to a minimum of Rs. 8 per mensem.

APPENDIX V D
CLASSIFICATION OF INJURIES

Equal to loss of limb-

Bemiplegia without phasia

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 lead to permanent disability or loss of function

Severe and likely to be – permanent

Ankyloses of, or considerable restriction in the movement of one of the following joints:-

Knee, elbow, shoulder, hip, ankle, temprom axillary or rigidity of the dorsilumbar or cavical section of the spine

Partial loss of vision of one eye

Destruction or loss of one testicle

Retention of foreign bodies not causing permanent or serious symptoms

FORMS OF NOMINATION FOR GENERAL PROVIDENT FUND

FORM-I

WHEN A 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 Scheme of the Pondicherry Engineering College to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable, or having become Payable has not been paid:-

Name and address of the nominee	Relationship subscriber	with 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 _____ day of _____ 19_____

TWO WITNESSES TO SIGNATURE:-

(1)

(2)

Signature of the Subscriber:-

Designation:-

Department:-

FORM-II

WHEN A 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) of the General Provident Fund scheme pension-cum-Gratuity Rules of the Pondicherry Engineering College, 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 person in the manner shown below against their names:-

Name and address of the nominee	Relationship 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 _____ day of _____ 19_____

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

FORM-III

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 Scheme of the Pondicherry Engineering College, 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	Relationship 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 _____ day of _____ 19_____

Two Witnesses To Signature:-

Signature of the Subscriber:-

(1)

Designation:-

(2)

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 Scheme of the Pondicherry Engineering College, 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 person in the manner shown below against their names:-

Name and address of the nominee	Relationship with subscriber	Age	Amount of the 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, if any, to whom the right of the nominee shall pass in the event of the nominee predeceasing the subscriber.
---------------------------------	------------------------------	-----	--	---	--

Dated this _____ day of _____ 19_____

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 stands 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 the subsequently acquiring a family.

FORM-V

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 college 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 and address of the nominee	Relationship with subscriber	Age	Contingencies on the happening of which the nomination shall become invalid	Name, address & relationship of the person or persons if any, to whom the right conferred on the nomination 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 the staff:-

Note:- the last column should be filled in so as to cover the whole amount of gratuity.

Nominated by _____
 Designation _____
 Department _____

Signature of Principal
 Date:-

FORM-VI

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 are member of my family, and confer on him the right to receive any gratuity that may be sanctioned by the college 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 and address of the nominee	Relationship with member of staff	Age	Amount share payable to each	Contingencies on the happening of which the nomination shall become invalid	Name, address & relationship of the person or persons if any, to whom the right conferred on the nomination 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 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 the staff:-

Note:- (1) Fourth column should be filled is so as to cover the whole amount of gratuity.

(2) The amount/share of gratuity shown in the column should cover the whole amount are payable to the original nominees

Nominated by _____

Designation _____

Department _____

Signature of Principal

Date:-

FORM-VII

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 College 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 and address of the nominee	Relationship with member or staff	Age	Contingencies on the happening of which the nomination shall become invalid	Name, address & relationship of the person or persons if any, to whom the right conferred on the nomination 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 of share of gratuity payable to each
---------------------------------	-----------------------------------	-----	---	---	---

This nomination supersedes the nomination made by me earlier on _____ which stands cancelled

Dated this _____ day of _____ 19_____ at _____

Two Witnesses To Signature:-

- (1)
- (2)

Signature of member of the staff:-

Nominated by _____
 Designation _____
 Department _____

Signature of Principal

FORM-VIII

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 person mentioned below, and confer on him the right to receive any gratuity that may be sanctioned by the college 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 and address of the nominees	Relationship with member of staff	Age	Amount or share gratuity payable to each	Contingencies on the happening of which the nomination shall become invalid	Name, address & relationship of the person or persons if any, to whom the right conferred on the nomination 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

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 the staff:-

Dated:-

Note:- (1) the column should be filled is 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

Nominated by _____
 Designation _____
 Department _____

Signature of Principal _____
 Date:- _____

FORM-IX
NOMINATION FOR FAMILY PENSION

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 College in the event of my death after completion of 5 years qualifying service:-

Name and address of the nominee	Relationship with member or 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 this _____ day of _____ 19_____ at _____

Two Witnesses To Signature:-

- (1)
- (2)

Signature of member of the staff:-

Nominated by _____
 Designation _____
 Department _____

Signature of Principal
 Date:-

FORM – X

FORM OF APPLICATION FOR INJURY PENSION FOR GRATUITY

- 1) Name of applicant ...
- 2) Father's Name ...
- 3) Residence, showing Village and perganah ...
- 4) Present of last employment:-
 Designation:-
 Department / Section ...
- 5) Date of beginning of service at the College ...
- 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:-

Date:-

Signature of the Applicant

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 or estimate.

FORM – XI

FORM OF APPLICATION FOR FAMILY PENSION

Application for an extraordinary pension for the family of _____ late

_____ killed, or died of injuries received, as a result of special risk of Office.

Submitted by the
Description of
the Claimant

- 1) Name and residence showing village and pergunah ...
- 2) Age
- 3) Height
- 4) Mark of Identification
- 5) Present occupation and pecuniary circumstance
- 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

Sons
widows
daughters
father
mother

Name

Date of birth by
Christian era

Note:- (If the deceased has left no son, widow, daughter, father or mother surviving, the word 'non' or 'Dead, should be entered opposite to such relative)

Place:-

Signature of Claimant

Date:-

Signature of member of staff
incharge of Dept/ Section/ Office

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.

Date:-
Officer.

Signature of Consulting Medical

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 instant. though only 'severe' or 'slight' in themselves. they represent together the equivalent of a single 'very severe' injury such an opinion may be expressed in the columns provided.
- 3) In answering the questions in the prescribed form he will confine himself exclusively to the medical aspect of the case and will carefully discriminate between the 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.

DRAFT MINITUTES OF THE 35th MEETING OF GOVERNING BODY/ADVISORY COMMITTEE OF THE ENGINEERING COLLEGE (PONDICHERRY) SOCIETY HELD ON 30.10.96 AT 03.00 P.M. IN THE CHAMBER OF THE CHIEF SECRETARY TO GOVERNMENT, PONDICHERRY.

The following were present:-

- | | |
|---|------------------|
| 1. Thiru. S.R.Sharma
Chief Secreteary to Government
Pondicherry | Chairman |
| 2. Thiru. S. Hemachandran
Chief Secreteary to Government (Edn)
Pondicherry | Member |
| 3. Thiru. K. Parthasarathy
Chief Secreteary to Government (Law)
Pondicherry | Member |
| 4. Thiru. G.Panneerselvam
Director of Education
Pondicherry | Member |
| 5. Thiru. V.Sankaran
Additional Director (Tech.Edu)
Pondicherry | Member |
| 6. Prof. P. Jothilingam
Head, Dept of Mathematics
Pondicherry University
Pondicherry | Member |
| 7. Thiru. S. Ramanathan
Industrial Consultant
Pondicherry | Member |
| 8. Prof. C. Chudalaimuthu Pillai
Head, Dept of Mathematics
Pondicherry Engineering College
Pondicherry | Member |
| 9. Prof. T.G. Palanivelu
Principal
Pondicherry Engineering College
Pondicherry | Member/Secretary |

A copy of agenda placed in the 35th governing body meeting held on 30.10.1996

Item No:- 14

APPLICATION OF ALL RULES AND REGULATIONS PERTAINING TO GOVERNMENT OF PONDICHERRY TO THE STAFF OF PONDICHERRY ENGINEERING COLLEGE.

1. The Pondicherry Engineering College is a Registered Society Governed under Societies Registration Act and all the policy decisions an, taken by the Governing Body/Advisory Committee constituted for the purpose under the Memorandum of Association of the college.
2. The College has been given autonomous status in order to have flexibility of administration, facility of recruitment, developmental activities and avoidance of procedural delay.
3. The College has its own Bye-laws approved by the Governing body/Advisory Committee in the year 1985.The Bye-laws is not exhaustive and the matters incorporated there in are for a first hand reference only. Since, almost all service matters of PEC staff are regulated as per the rules and regulations applicable to Government of Pondicherry as approved by the Governing Body from time to time. Incorporation of all these rules and regulations in the service Bye-Laws is not practicable. In addition, AICTE's norms are also applicable to the teaching staff.
4. Since Pondicherry Engineering College is an Educational Institution owned and funded by the Government of Pondicherry, all rules and regulations applicable to the employees of Government of Pondicherry have been followed in the case of employees of PEC since its establishment. It is recommended that the Governing Body/Advisory Committee may pass a general resolution that in addition to AICTE Norms, Conduct Rules, all the Service Rules, Discipline Rules, Regulations, Manuals. etc., applicable to Government Servants and Departments of Government of Pondicherry would automatically be applicable to the PEC and its employees with retrospective effect. Recently, Dental College has also been permitted to adopt rules and regulations applicable to employees of Government of Pondicherry
5. Consequent on approval of the proposal, necessary amendments to the Bye-laws of the college will be incorporated.

Item No.14:- Application of all rules and regulations pertaining to Government of Pondicherry to the staff of PEC.

The Governing Body approved for inclusion of all rules/guidelines of Government of India as amended from time to time in the Service Bye-laws of the College. The Governing Body directed the Principal to put up the proposal suitability amending the Bye-law of the College in the Governing Body for consideration and approval.