acts & statutes

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INDIAN
INSTITUTE
OF
TECHNOLOGY
KHARAGPUR 721 302

ACTS & STATUTES



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INDIAN INSTITUTE OF TECHNOLOGY
KHARAGPUR - 721302

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MINISTRY OF LAW
(LEGISLATIVE DEPARTMENT)

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

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

THE INSTITUTES OF TECHNOLOGY ACT, 1961
No. 59 of 1961
(Effective from 1st April, 1962)

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

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

Chapter I
PRELIMINARY

Short title and commencement

1. (1) This Act may be called the Institutes of Technology Act, 1961.

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

Declaration of certain Institutions as Institutions of national importance

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

Definitions

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

(a) 'Board', in relation to any Institute, means the Board of Governors thereof:
(b) 'Chairman' means the Chairman of the Board.

(c) 'Corresponding Institute' means -

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

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

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

(d) 'Council' means the Council established under sub section (1) of section 31;

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

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

5 of 1956

(g) 'Institute' means any of the Institutions mentioned in section 2 and includes the Indian Institute of Technology, Kharagpur, incorporated under the Indian Institute of Technology (Kharagpur) Act, 1956;

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

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

21 of 1860

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

(i) the Indian Institute of Technology, Bombay;

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

(iii) the Indian Institute of Technology, Madras;

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

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Chapter II
THE INSTITUTES

Incorporation of Institutes

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

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

Effect of incorporation of Institutes

5. On and from the commencement of this Act, -

(a) any reference to a society in any law (other than this Act) or in any contract or other instrument shall be deemed as a reference to the corresponding Institute;

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

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

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

Provided that if the alteration so made is not acceptable to such employee, his employment may be terminated by the Institute in accordance with the terms of the contract with the employee

or, if no provision is made therein in this behalf, on payment to him by the Institute of compensation equivalent to three months' remuneration in the case of permanent employees and one month's remuneration in the case of other employees.

Powers of Institutes

6. (1) Subject to the provisions of this Act, every Institute shall exercise the following powers and perform the following duties, namely:-

(a) to provide for instruction and research in such branches of engineering and technology, sciences and arts, as the Institute may think fit, and for the advancement of learning and dissemination of knowledge in such branches;

(b) to hold examinations and grant degrees diplomas and other academic distinctions or titles;

(c) to confer honorary degrees or other distinctions;

(d) to fix, demand and receive fees and other charges;

(e) to establish, maintain and manage halls and hostels for the residence of students;

(f) to supervise and control the residence and regulate the discipline of students of the Institute and to make arrangements for promoting their health, general welfare and cultural and corporate life;

(g) to provide for the maintenance of units of the National Cadet Corps for the students of the Institute;

(h) to institute academic and other posts and to make appointments thereto (except in the case of the Director);

(i) to frame Statutes and Ordinances and to alter, modify or rescind the same;

(j) to deal with any property belonging to or vested in the Institute in such manner as the Institute may deem fit for advancing the objects of the Institute;

(k) to receive gifts, grants, donations or benefactions from the Government and to receive bequests, donations and transfers of moveable or immovable properties from testators, donors or transferors, as the case may be;

(l) to co-operate with educational or other institutions in any part of the world having objects wholly or partly similar to those of the Institute by exchange of teachers and scholars and generally in such manners as may be conducive to their common objects;

(m) to institute and award fellowships, scholarships, exhibitions, prizes and medals; and

(n) to do all such things as may be necessary, incidental or conducive to the attainment of all or any of the objects of the Institute.

(2) Not withstanding anything contained in sub-section (1), an Institute shall not dispose of in any manner any immovable property without the prior approval of the Visitor.

Institutes to be open to all races, creeds & classes

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

(2) No bequest, donation or transfer of any property shall be accepted by any Institute which in the opinion of the Council involves conditions or obligations opposed to the spirit and object of this section.

Teaching at Institutes

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

Visitor

9. (1) The President of India shall be the Visitor of every Institute.

(2) The Visitor may appoint one or more persons to review the work and progress of any Institute and to hold inquiries into the affairs thereof and to report thereon in such manner as the Visitor may direct.

(3) Upon receipt of any such report, the Visitor may take such action and issue such directions as he considers necessary in respect of any of the matters dealt with in the report and the Institute shall be bound to comply with such directions.

Authorities of Institutes

10. The following shall be the authorities of an Institute namely:

(a) a Board of Governors;

(b) a Senate; and

(c) such other authorities as may be declared by the Statutes to be the authorities of the Institute.

Board of Governors

11. The Board of an Institute shall consist of the following persons, namely:-

(a) the Chairman, to be nominated by the Visitor;

(b) the Director, ex-officio;

(c) one person to be nominated by the Government of each of the States comprising the zone in which the Institute is situated, from among persons who, in the opinion of that Government, are technologists or industrialists of repute;

(d) four persons having special knowledge or practical experience in respect of education, engineering or science, to be nominated by the Council; and

(e) two professors of the Institute, to be nominated by the Senate.

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

Term of office of, vacancies among, & allowances payable to members of Board

12. Save as otherwise provided in this section,

(1) The term of office of the Chairman or any other member of the Board shall be three years from the date of his nomination.

(2) The term of office of an ex-officio member shall continue so long as he holds the office by virtue of which he is a member.

(3) The term of office of a member nominated under clause (e) of section 11 shall be two years from the 1st day of January of the year in which he is nominated.

(4) The term of office of a member nominated to fill a casual vacancy shall continue for the remainder of the term of the member in whose place he has been nominated.

(5) Notwithstanding anything contained in this section, an out-going member shall, unless the Council otherwise directs, continue in office until another person is nominated as a member in his place.

(6) The members of the Board shall be entitled to such allowances, if any, from the Institute as may be provided for in the Statutes but no member other than the persons referred to in clauses (b) and (c) of section 11 shall be entitled to any salary by reason of this sub-section.

Functions of Board

13. (1) Subject to the provisions of this Act, the Board of any institute shall be responsible for the general superintendence, direction and control of the affairs of the Institute and shall exercise all the powers of the Institute not otherwise provided for by this Act, the Statutes and the Ordinances and shall have the power to review the acts of the Senate.

(2) Without prejudice to the provisions of sub-section (1), the Board of any Institute shall -

(a) take decisions on questions of policy relating to the administration and working of the Institute;

(b) institute courses of study at the Institute:

(c) make Statutes;

(d) institute and appoint persons to academic as well as other posts in the Institute;

(e) consider and modify or cancel Ordinances;

(f) consider and pass resolutions on the annual report, the annual accounts and the budget estimates of the Institute for the next financial year as it thinks fit and submit them to the Council together with a statement of its development plans;

(g) exercise such other powers and perform such other duties as may be conferred or imposed upon it by this Act or the Statutes.

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

Senate

14. The Senate of each Institute shall consist of the following persons, namely :-

(a) the Director, ex-officio, who shall be the Chairman of the Senate;

(b) the Deputy Director, ex-officio;

(c) the professors appointed or recognised as such by the Institute for the purpose of imparting instruction in the Institute;

(d) three persons, not being employees of the Institutes, to be nominated by the Chairman in consultation with the Director, from among educationists of repute, one each from the fields of science, engineering and humanities; and

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

Functions of Senate

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

Chairman of Board

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

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

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

Director

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

(2) The Director shall be the principal academic and executive officer of the Institute and shall be responsible for the proper administration of the Institute and for the imparting of instruction and maintenance of discipline therein.

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

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

Deputy Director

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

Registrar

19. (1) The Registrar of each Institute shall be appointed on such terms and conditions as may be laid down by the Statutes and shall be the custodian of

records, the common seal, the funds of the Institute and such other property of the Institute as the Board shall commit to his charge.

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

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

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

Other Authorities & Officers

20. The Powers and duties of authorities and officers other than those herein before mentioned shall be determined by the Statutes.

Grants by Central Government

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

Fund of the Institute

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

(a) all moneys provided by the Central Government;

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

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

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

(2) All moneys credited to the Fund of any Institute shall be deposited in such banks or invested in

such manner as the Institute may, with the approval of the Central Government, decide.

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

Accounts and Audit

23. (1) Every Institute shall maintain proper accounts and other relevant records and prepare an annual statement of accounts, including the balance-sheet, in such form as may be prescribed by the Central Government in consultation with the Comptroller and Auditor-General of India.

(2) The accounts of every Institute shall be audited by the Comptroller and Auditor-General of India and any expenditure incurred by him in connection with such audit shall be payable by the Institute to the Comptroller and Auditor-General of India.

(3) The Comptroller and Auditor-General of India and any person appointed by him in connection with the audit of the accounts of any Institute shall have the same rights, privileges and authority in connection with such audit as the Comptroller and Auditor-General of India has in connection with the audit of the Government accounts, and, in particular, shall have the right to demand the production of books, accounts, connected vouchers and other documents and papers and to inspect the offices of the Institute.

(4) The accounts of every Institute as certified by the Comptroller and Auditor-General of India or any other person appointed by him in this behalf together with the audit report thereon shall be forwarded annually to the Central Government and that Government shall cause the same to be laid before each House of Parliament.

Pension and Provident Fund

24. (1) Every Institute shall constitute for the benefit of its employees, including the Director, in such

manner and subject to such conditions as may be prescribed by the Statutes, such pension, insurance and provident funds as it may deem fit.

19 of 1925

(2) Where any such provident fund has been so constituted, the Central Government may declare that the provisions of the Provident Funds Act, 1925 shall apply to such fund as if it were a Government Provident Fund.

Appointments

25. All appointments on the staff of any Institute, except that of the Director, shall be made in accordance with the procedure laid down in the Statutes, by –

(a) the Board, if the appointment is made on the academic staff in the post of Lecturer or above or if the appointment is made on the non-academic staff in any cadre the maximum of the pay-scale for which exceeds six hundred rupees per month.

(b) by the Director, in any other case.

Statutes

26. Subject to the provisions of this Act, the Statutes may provide for all or any of the following matters namely : -

(a) the conferment of honorary degrees;

(b) the formation of departments of teaching;

(c) the fees to be charged for courses of study in the Institute and for admission to the examinations of degrees and diplomas of the Institute;

(d) the institution of fellowships, scholarships, exhibitions, medals and prizes ;

(e) the term of office and the method of appointment of officers of the Institute;

(f) the qualifications of teachers of the Institute;

(g) the classifications, the method of appointment and the determination of the terms and conditions of service of teachers and other staff of the Institute,

(h) the constitution of pension, insurance and provident funds for the benefit of the officers, teachers and other staff of the Institute;

(i) the constitution, powers and duties of the authorities of the Institute;

(j) the establishment and maintenance of halls and hostels;

(k) the conditions of residence of students of the Institute and the levying of fees for residence in the halls and hostels and of other charges ;

(l) the manner of filling vacancies among members of the Board ;

(m) the allowances to be paid to the Chairman and members of the Board;

(n) the authentication of the orders and decisions of the Board;

(o) the meetings of the Board, the Senate, or any Committee, the quorum at such meetings and the procedure to be followed in the conduct of their business;

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

Statutes how made

27. (1) The first Statutes of each Institute shall be framed by the Council with the previous approval of the Visitor and a copy of the same shall be laid as soon as may be before each House of Parliament.

(2) The Board may, from time to time, make new or additional Statutes or may amend or repeal the Statutes in the manner hereafter in this section provided.

(3) Every new Statute or addition to the Statutes or any amendment or repeal of Statute shall require the previous approval of the Visitor who may assent thereto or withhold assent or remit it to the Board for consideration.

(4) A new Statute or a Statute amending or repealing an existing Statute shall have no validity unless it has been assented to by the Visitor.

Ordinances

28. Subject to the provisions of this Act and the Statutes, the Ordinances of each Institute may provide for all or any of the following matters, namely :-

(a) the admission of the students to the Institute;

(b) the courses of study to be laid down for all degrees and diplomas of the Institute;

(c) the conditions under which students shall be admitted to the degree or diploma courses and to the examinations of the Institute, and shall be eligible for degrees and diplomas;

(d) the conditions of award of the fellowships, scholarships, exhibitions, medals and prizes;

(e) the conditions and mode of appointment and duties of examining bodies, examiners and moderators;

(f) the conduct of examinations;

(g) the maintenance of discipline among the students of the Institute; and

(h) any other matter which by this Act or the Statutes is to be or may be provided for by the Ordinances.

Ordinances how made

29. (1) Save as otherwise provided in this section, Ordinances shall be made by the Senate.

(2) All Ordinances made by the Senate shall have effect from such date as it may direct, but every Ordinance so made shall be submitted, as soon as may be, to the Board and shall be considered by the Board at its next succeeding meeting.

(3) The Board shall have power by resolution to modify or cancel any such Ordinance and such Ordinance shall from the date of such resolution stand modified accordingly or cancelled, as the case may be.

Tribunal of Arbitration

30. (1) Any dispute arising out of a contract between an Institute and any of its employees shall at the

request of the employee concerned or at the instance of the Institute, be referred to a Tribunal of Arbitration consisting of one member appointed by the Institute, one member nominated by the employee, and an umpire appointed by the Visitor.

(2) The decision of the Tribunal shall be final and shall not be questioned in any court.

(3) No suit or proceeding shall lie in any court in respect of any matter which is required by sub-section (1) to be referred to the Tribunal of Arbitration.

(4) The Tribunal of Arbitration shall have power to regulate its own procedure.

(5) Nothing in any law for the time being in force relating to arbitration shall apply to arbitrations under this section.

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Chapter III
THE COUNCIL

Establishment of Council

31. (1) With effect from such date as the Central Government may, by notification in the Official Gazette, specify in this behalf, there shall be established a central body to be called the Council.

(2) The Council shall consist of the following members, namely:

(a) the Minister in charge of technical education in the Central Government, ex-officio, as Chairman ;

(b) the Chairman of each Institute, ex-officio ;

(c) the Director of each Institute, ex-officio ;

(d) the Chairman, University Grants Commission, ex-officio ;

(e) the Director-General, Council of Scientific and Industrial Research, ex-officio ;

(f) the Chairman of the Council of the Indian Institute of Science, Bangalore, ex-officio ;

(g) the Director of the Indian Institute of Science, Bangalore, ex-officio ;

(h) three persons to be nominated by the Central Government, one to represent the Ministry concerned with technical education, another to represent the Ministry of Finance and the third to represent any other Ministry ;

(i) one person to be nominated by the All-India Council for Technical Education ;

(j) not less than three, but not more than five, persons to be nominated by the Visitor, who shall be persons having special knowledge or practical experience in respect of education, industry, science or technology ;

(k) three Members of Parliament, of whom two shall be elected by the House of the People from among its members and one by the Council of States from among its members.

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

Term of Office of, vacancies among, & allowances payable to members of Council.

32. (1) Save as otherwise provided in this section, the term of office of a member of the Council shall be three years from the date of his nomination or election, as the case may be.

(2) The term of office of an ex-officio member shall continue so long as he holds the office by virtue of which he is a member.

(3) A member of the Council referred to in clause (h) of sub-section (2) of section 31 shall hold office during the pleasure of the Central Government.

(4) The term of office of a member elected under clause (k) of subsection (2) of section 31 shall expire as soon as he ceases to be a member of the House which elected him.

(5) The term of office of a member nominated or elected to fill a casual vacancy shall continue for the remainder of the term of the member in whose place he has been nominated or elected.

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

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

Functions of Council

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

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

(a) to advise on matters relating to the duration of the courses, the degrees and other academic distinctions to be conferred by the Institutes, admission standards and other academic matters;

(b) to lay down policy regarding cadres, methods of recruitment and conditions of service of employees, institution of scholarships and free studentships, levying of fees and other matters of common interest;

(c) to examine the development plans of each Institute and to approve such of them as are considered necessary and also to indicate broadly the financial implications of such approved plans;

(d) to examine the annual budget estimates of each Institutes and to recommend to the Central Government the allocation of funds for that purpose;

(e) to advise the Visitor, if so required, in respect of any function to be performed by him under this Act; and

(f) to perform such other functions as are assigned to it by or under this Act.

Chairman of Council

34. (1) The Chairman of the Council shall ordinarily preside at the meetings of the Council.

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

(3) The Chairman shall exercise such other powers and perform other duties as are assigned to him by this Act.

Power to make rules in respect of matters in this Chapter

*35. (1) The Central Government, by notification in the Official Gazette, may make rules to carry out the purposes of this Chapter.

(2) In particular and without prejudice to the generality of the foregoing power, such rules may provide for all or any of the following matters, namely:-

(a) the manner of filling vacancies among the members of the Council;

(b) the disqualifications for being chosen as, and for being a member of the Council;

(c) the circumstances in which, and the authority by which, members may be removed;

(d) the meetings of the Council and the procedures of conducting business thereof;

(e) the travelling and other allowances payable to members of the Council; and

(f) the functions of the Council and the manner in which such functions may be exercised.

* Amended vide Ministry of Human Resource Development, Deptt. of Education letter No. F. 11-2/79–T.6 dated 4 November, 1986.

[*](3). Every rule made by the Central Government under this Chapter shall be laid, as soon as may be after it is made, before each House of Parliament, while it is in session, for a total period of thirty days which may be comprised in one session or in two or more successive sessions, and if, before the expiry of the session immediately following the session of the successive sessions aforesaid, both Houses agree in making any modification in the rule or both Houses agree that the rule should not be made, the rule shall thereafter have effect only in such modified form or be of no effect, as the case may be; so, however, that any such modification or annulment shall be without prejudice to the validity of any thing previously done under that rule.

Chapter IV
MISCELLANEOUS

Acts and proceedings not to be invalidated by vacancies etc.

36. No act of the Council, or any Institute or Board or Senate or any other body set up under this Act or the Statutes, shall be invalid merely by reason of –

(a) any vacancy in, or defect in the constitution thereof, or

(b) any defect in the election, nomination or appointment of a person acting as a member thereof, or

(c) any irregularity in its procedure not affecting the merits of the case.

Power to remove difficulties

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

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[*] Inserted vide Ministry of Human Resource Development, Deptt. of Education letter No. F. 11-2/79 – T.6 dated 4 November, 1986.

Transitional provisions

38. Notwithstanding anything contained in this Act -

(a) the Board of Governors of an Institute functioning as such immediately before the commencement of this Act shall continue to so function until a new Board is constituted for that Institute under this Act, but on the constitution of a new Board under this Act, the member of the Board holding office before such constitution shall cease to hold office;

(b) any academic Council Constituted in relation to any Institute before the commencement of this Act shall be deemed to be the Senate constituted under this Act until a Senate is constituted under this Act for that Institute ;

(c) until the first Statutes and the Ordinance are made under this Act, the Statutes and Ordinances of the Indian Institute of Technology, Kharagpur as in force immediately before the commencement of this Act shall continue to apply to that Institute and shall, with the necessary modifications and adaptations, also apply to any other Institute, in so far as they are not inconsistent with the provisions of this Act.

51 of 1956. Repeal & Savings

39. (1) The Indian Institute of Technology, (Kharagpur) Act, 1956 is hereby repealed.

(2) Notwithstanding such repeal, the provisions of the said Act set out in the Schedule shall continue to have effect; provided that in the said provisions, the expression 'this Act' means the said provisions.

THE SCHEDULE
(See Section 39)

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

Declaration of the Indian Institute of Technology (KGP) as an institution of national importance.

2. Whereas the objects of the institution known as the Indian Institute of Technology at Kharagpur in the District of Midnapore in the State of West Bengal are such as to make the institution one of national importance, it is hereby declared that the institution known as the Indian Institute of Technology, Kharagpur, is an institution of national importance.

Definitions.

3. In this Act unless the context otherwise requires –

(b) 'Board' means the Board of Governors of the Institute ;

(c) 'Chairman' means the Chairman of the Board ;

(d) 'Director' means the Director of the Institute ;

(e) 'Institute' means the Institute known as the Indian Institute of Technology, Kharagpur, incorporated under this Act.

Incorporation

4. (1) The first Chairman, the first Director and the first members of the Board who shall be the persons appointed in this behalf by the Central Government, by notification in the official Gazette, and all persons, who may hereafter become or be appointed as officers or members of the Board, so long as they continue to hold such office or membership, are hereby constituted a body corporate by the name of the Indian Institute of Technology, Kharagpur.

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

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

5. (1) Subject to the provisions of this Act, every person who is permanently employed in the Indian Institute of Technology at Kharagpur immediately before the commencement of this Act shall on and from such commencement, become an employee of the Institute and shall hold his office or service therein by the same tenure, at the same remuneration and upon the same terms and conditions and with the same rights and privileges as to pension, leave, gratuity, provident fund and other matters as he would have held the same on the date of commencement of this Act if this Act had not been passed.

(2) Notwithstanding anything contained in sub-section(1), the Institute may, with the prior approval of the visitor, alter the terms and conditions of any employee specified in sub-section(1), and if alteration is not acceptable to such employee, his

employment may be terminated by the Institute in accordance with the terms of the contract with the employee or, if no provision is made therein in this behalf, on payment to him by the Institute of compensation equivalent to three months' remuneration.

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

IndiaCode

STATUTES

(Effective from 6th November, 1962 & corrected upto 16th July 1999.)

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INDIAN INSTITUTE OF TECHNOLOGY, KHARAGPUR
STATUTES

(*Effective from 6th November, 1962*)

[*]1. Short Title

These Statutes may be called the Indian Institute of Technology, Kharagpur Statutes.

[†]1A. Definitions

(a) 'Act' means the Institutes of Technology Act, 1961 ;

(b) 'Assistant Warden' in relation to the Hall of Residence of the Institute means Assistant Warden thereof ;

(c) 'Authorities', 'Officers', and Professors' respectively mean the authorities, officers and professors of the Institute ;

(d) 'Board' means the Board of Governors of the Institute ;

(e) 'Building and Works Committee' means the Building and Works Committee of the Institute ;

(f) 'Chairman' means the Chairman of the Board ;

(g) 'Council' means the Council of the Institute ;

(h) 'Deputy Director' means the Deputy Director of the Institute;

(i) 'Director' means the Director of the Institute ;

(j) 'Finance Committee' means the Finance Committee of the Institute ;

(k) 'Institute' means Institute known as Indian Institute of Technology, Kharagpur incorporated under the Indian Institute of Technology (Kharagpur) Act, 1956 (51 of 1956) ;

(l) 'Ordinance' means the Ordinance of the Institute ;

(m) 'Registrar' means the Registrar of the Institute ;

(n) 'Senate' means the Senate of the Institute ;

(o) 'Warden' in relation to a Hall of Residence of the Institute means a Warden thereof.

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[*] Inserted vide Ministry of Education letter No. F. 24-42/63-T.6 (Vol.III), dated 22 August, 1975. Effective from 12 August, 1975.

[†] Re-numbered vide Ministry of Education Letter No. 24-42/63-T.6 (Vol.III), dated 22 August, 1975. Effective from 12 August, 1975.

2. The Board

(1) The bodies entitled to nominate or elect representatives on the Board shall be invited by the Registrar to do so within a reasonable time not ordinarily exceeding eight weeks from the date on which such invitations are issued by him. The same procedure shall be followed for filling casual vacancies on the Board.

(2) The Board shall ordinarily meet four times during a calendar year.

(3) Meetings of the Board shall be convened by the Chairman either on his own initiative or at the request of the Director or on a requisition signed by not less than three members of the Board.

(4) Six members shall form a quorum for a meeting of the Board.

[*] Provided that if a meeting is adjourned for want of quorum, it shall be held on the same day in the next week, at the same time and place, or on any other day and such other time and place as the Chairman may determine, and if at such a meeting a quorum is not present within half-an-hour from the time appointed for holding a meeting the members present shall be a quorum.

(5) All questions considered at the meetings of the Board shall be decided by a majority of the votes of the members present including the Chairman. If the votes be equally divided, the Chairman shall have a second or casting vote.

(6) The Chairman, if present, shall preside at every meeting of the Board. In his absence the members present shall elect one from amongst themselves to preside at the meeting.

(7) A written notice of every meeting shall be sent by the Registrar to every member at least three weeks before the date of the meeting. The notice shall state the place and the date and time of the meeting.

[†] Provided that the Chairman may call a special meeting of the Board at short notice to consider urgent special issues.

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[*] Inserted vide Ministry of Education letter No. F-24-9/64-T.6 dated 7 September, 1967 and amended vide Ministry of Education letter No. F.24.9/64-T.6 dated 4 March, 1968.

[†] Added vide Ministry of Education letter No. F-11-7/7664-T.6 dated 26 October, 1977. Effective from October, 22, 1977.

(8) The notice may be delivered either by hand or sent by registered post at the address of each member as recorded in the office of the Board and if so sent shall be deemed to be duly delivered at the time at which notice would be delivered in the ordinary course of post.

(9) Agenda shall be circulated by the Registrar to the members at least ten days before the meeting.

(10) Notices of motions for inclusion of any item on the agenda must reach the Registrar at least one week before the meeting. The Chairman may, however, permit inclusion of any item for which due notice has not been received.

(11) The ruling of the Chairman in regard to all questions of procedure shall be final.

(12) The minutes of the proceedings of a meeting of the Board shall be drawn up by the Registrar and circulated to all members of the Board present in India. The minutes along with any amendment suggested shall be placed for confirmation at the next meeting of the Board. After the minutes are confirmed and signed by the Chairman, they shall be recorded in a minute book which shall be kept open for inspection of the members of the Board and the Council at all times during office hours.

[*](13) If a member of the Board fails to attend three consecutive meetings without leave of absence from the Board he shall cease to be a member of the Board.

3. Authentication of Orders and Decisions of the Board

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

4. The Senate

(1) In addition to the persons mentioned in Section 14 of the Act, the following shall be the members of the Senate, namely :-

[†] (a) Heads of the Departments, Centres, Schools or Divisions other than Professors;

(b) The Librarian of the Institute;

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[*] Added vide Ministry of Education letter No. F-24-9/64-T.6 dated 7 September, 1967.

[†] Substituted vide Ministry of Education letter No. F-11-7/76-T.6 dated 26 October, 1977. Effective from 22 October, 1977.

(c) One Warden by rotation in order of seniority in service as Warden, for a period of one year;

(d) Workshop Superintendent of the Institute;

(e) Not more than six other members of the staff for their special knowledge appointed by the Chairman after consultation with the Director for such period as may be specified by the Chairman.

(2) Subject to the Provisions of the Act, the Senate shall have the power to:-

(a) frame and revise curricula and syllabi for the courses of studies for the various Departments;

(b) make arrangements for the conduct of examinations, appoint examiners, moderators, tabulators and the like;

(c) declare the results of the examinations or to appoint Committees or Officers to do so and to make recommendations to the Board regarding conferment or grant of degrees, diplomas and other academic distinctions or titles;

(d) appoint Advisory Committees or Expert Committees or both for the Departments of the Institute to make recommendation on academic matters connected with the working of the Department; the Head of the Department concerned shall act as convenor of such Committee;

(e) appoint Committees from amongst the members of the Senate, other teachers of the Institute and experts from outside to advise on such specific academic matters as may be referred to any such Committee by the Senate;

(f) consider the recommendations of the Advisory Committees attached to various departments and that of Expert and other Committees and take such action (including making of recommendation to the Board) as circumstances of each case may require;

(g) make periodical review of the activities of the Departments and take appropriate action (including the making of recommendations to the Board);

(h) supervise the working of the Library;

(i) promote research within the Institute and require reports on such research from the persons engaged thereon;

[*](j) provide for the inspection of the classes and the Halls of Residence in respect of the instruction and discipline therein, supervise the co-curricular activities of the students of the Institute and submit reports thereon to the Board;

(k) to award stipends, scholarships, medals and prizes and make other awards in accordance with Ordinances and such other conditions as may be attached to the awards;

(l) make recommendations to the Board with regard to (i) the creation of posts on the Academic Staff and the abolition thereof, and (ii) the emoluments and duties attached to such posts.

(3) The Senate shall meet as often as necessary as but not less than four times during a calendar year.

[†](4) Meetings of the Senate shall be convened by the Chairman of the Senate either on his own initiative or on a requisition signed by not less than 20% of the members of the Senate. Requisition meeting shall be a special meeting to discuss only those items of agenda for which requisition is made. The requisition meeting shall be convened by the Chairman of the Senate on date and time convenient to him within 15 days of the notice given for such a requisition.

[‡](5) One third of the total number of members of the Senate shall form a quorum for a meeting of the Senate.

(6) The Director, if present, shall preside at every meeting of the Senate. In his absence, the Deputy Director shall preside and in the absence of both the Director and Deputy Director, the senior most of the Professors present shall preside at the meeting.

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[*] Substituted vide Ministry of Education letter No. F-11-7/76-T.6 dated 26 October, 1977. Effective from October 22, 1977.

[†] Substituted vide Ministry of Education letter No. F-11-7/76-T.6 dated 26 October, 1977. Effective from October 22, 1977.

[‡] Amended vide Ministry of Education letter No. F-11-7/78-T.6 dated 21 July, 1979. Effective from July 7, 1979.

(7) A written notice of every meeting together with the agenda shall be circulated by the Registrar to the members of the Senate at least a week before the meeting. The Chairman of the Senate may permit inclusion of any item for which due notice could not be given.

(8) Notwithstanding the provisions of sub-Statute (7) the Director may call an emergency meeting of the Senate at short notice to consider urgent special issues.

(9) The ruling of the Chairman of the Senate in regard to all questions of procedure shall be final.

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

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5. Finance Committee

(1) It is hereby declared that the Finance Committee, hereafter in the sub-statute referred to as 'Committee' shall also be an authority within the meaning of Section 10 of the Act and shall consist of the following persons, namely :-

(a) the Chairman, ex-Officio, who shall be the Chairman of the Committee;

(b) two persons nominated by the Central Government;

(c) two persons nominated by the Board; and

(d) the Director.

(2) The Committee shall perform the following function :-

(a) examine and scrutinise the annual budget of the Institute prepared by the Director and make recommendations to the Board;

(b) give its views and make its recommendations to the Board either on the initiative of the Board or of the Director, or on its own initiative on any financial question effecting the Institute.

(3) The Committee shall meet at least once a year.

(4) Three members of the Committee shall form a quorum for a meeting of the Committee.

(5) The Chairman, if present, shall preside over the meeting of the Committee. In his absence, the members present shall elect one from amongst themselves to preside over the meeting.

(6) The provisions in these statutes regarding notices of the meeting, inclusion of items in the agenda and confirmation of the minutes applicable to the meetings of the Board shall, so far as may be, be followed in connection the meeting of the Committee.

(7) A copy of the minutes of every meeting of the Committee shall be sent to the Board.

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6. Building and Works Committee

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

(2) The Committee shall perform the following functions and have the following powers:-

(b) It shall be responsible under the direction of the Board for construction of all major capital works after securing from the Board the necessary administrative approval and expenditure sanction.

(c) It shall have the power to give the necessary administrative approval and expenditure sanction for minor works and works pertaining to maintenance and repairs, within the grant placed at the disposal of the Institute for the purpose.

(d) It shall cause to be prepared estimates of cost of buildings and other capital works, minor works, repairs, maintenance and the like.

(e) It shall be responsible for making technical scrutiny as may be considered necessary by it.

(f) It shall be responsible for enlistment of suitable contractors and acceptance of tenders and shall have the power to give directions for departmental works where necessary.

(g) It shall have the power to settle rates not covered by tender and settle claims and disputes with contractors.

(3) The Committee shall perform such other functions in the matter of construction of buildings and development of land for the Institute as the Board may entrust to it from time to time.

(4) In emergent cases the Chairman of the Committee may exercise the powers of the Committee. Such cases shall be reported by him to the Committee and the Board at the next meeting of the Committee and of the Board.

(5) The Committee shall meet as often necessary but at least twice a year.

(6) Three members shall form a quorum for a meeting of the Committee.

(7) The provisions in these statutes regarding notices of meeting, inclusion of items in the agenda and confirmation of the minutes applicable to the meetings of the Board, shall so far as may be, be followed in connection with meeting of the Committee.

(8) A copy of the minutes of every meeting of the Committee shall be sent to the Board.

7. The Chairman

(1) The Chairman shall have the power to fix on the recommendations of the Selection Committee, the initial pay of an incumbent at a stage higher than the minimum of the scale in respect of posts to which appointments can be made by the Board under the provisions of the Act.

(2) The Chairman shall have the power to send members of the staff of the Institute for training or for a course of instruction outside India subject to such terms and conditions as may be laid down by the Board from time to time.

[*] (3) Contract of service between the Institute and the Director shall be in writing as set out in Schedule A (in so far as may be applicable in each

[*] Amended vide Ministry of Education letter No. F-10-1/75-T.6 dated 26 November, 1976. Effective from 20 November, 1976.

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

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

8. Travelling Allowances

(1) Members of the Board and other authorities of the Institute and members of the Committees constituted under the Act or those Statutes or appointed by the Board and other authorities other than Government employees and employees of the Institute shall be entitled to travelling allowance and daily allowance for attending the meetings of the Authorities and their Committees as laid down by the Board from time to time.

(2) Members of the Board and other Authorities of the Institute and the Committees who are Government employees shall receive travelling allowance and daily allowance from the source from which they draw their salaries at rates admissible to them. If so required the Institute shall reimburse the Department or Government concerned.

[*]If however, required by members, the Institute shall reimburse the T.A. or D.A. as laid down by the Board from time to time, to the members concerned if they declare that they shall not claim T.A. or D.A. from other source;

Provided that the Institute may pay to the aforesaid government employees travelling allowance and daily allowance at the rates admissible to them if they have been authorised by the appropriate government to receive such Travelling allowance and daily allowance.

9. The Director

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

(2) The Director shall have the power to re-appropriate funds with respect to different items constituting the recurring budget upto a

[*]Amended vide Ministry of Education letter No. F-11-7/76-T.6 dated 26 October, 1977. Effective from 22 October, 1977

limit of Rs. 10,000 for each item provided that such re-appropriation will not involve any liability in future years. Every such re-appropriation shall as soon as possible be reported to the Board.

*(3) The Director shall have the power to waive recovery of over-payment upto Rupees Two hundred and fifty to a member of the staff whose basic pay is Rs. 500.00 per mensem or less, not detected within twenty-four months of payment. Every such waiver shall, as soon as possible, be reported to the Board.

(4) The Director shall have the power to write off irrecoverable losses upto Rs. 1000 and of irrecoverable value of stores lost or rendered unserviceable due to fair wear and tear upto Rs. 5,000 in any individual case subject to such stipulations as may be made by the Board from time to time.

(5) The Director shall have the power to fix, on the recommendations of the Selection Committee, the initial pay of an incumbent at a stage higher than the minimum of the scale but not involving more than five increments in respect of posts to which appointment can be made by him under the powers vested in him by the provisions of the Act.

(6) The Director shall have power to employ technicians and workmen paid from contingencies involving emoluments not exceeding Rs. 7.00 per day per head.

(7) The Director shall have the power to send members of the staff for training or for a course of instruction inside India subject to such terms and conditions as may be laid down by the Board from time to time.

(8) The Director shall have the power to sanction remission or reduction of rents for buildings rendered wholly or partially unsuitable.

(9) The Director shall have the power to sanction temporary allocation of any building for any purpose other than that for which it was constructed.

(10) In exceptional cases, subject to availability of funds, the Director shall have the power to create temporary posts with the approval of the Chairman, of not more than two years' duration on approved

* Amended vide Ministry of Education letter No. F-11-7/76-T.6 dated 26 October, 1977. Effective from 22 October, 1977

scales of pay under report to the Board provided that no such post, of which Director is not the appointing authority, shall be so created.

(11) The Director shall have the power of a Head of Department for purposes of rules in the Account Code, the Fundamental and Supplementary Rules and other rules of the Government in so far as they are applicable or may be made applicable to the conduct of the business of the Institute.

(12) If for any reason the Registrar is temporarily absent for a period not exceeding one month, the Director may take over, or assign to any member of the staff of the Institute, any of the functions of the Registrar as he deems fit. Provided that, if at any time, the temporary absence of the Registrar exceeds one month, the Board may, if it thinks fit, authorise the Director to take over or assign the function of the Registrar as aforesaid, for a period exceeding one month.

(13) All contracts for and on behalf of the Institute, except the one between the Institute and the Director, shall, when authorised by a resolution of the Board passed in that behalf, be in writing and be expressed to be made in the name of the Institute and every such contract shall be executed on behalf of the Institute by the Director, but the Director shall not be personally liable in respect of anything under such contract.

[*] (14) The Director may, during his absence from headquarters, authorise the Deputy Director or one of the Deans or the seniormost Professor present to sanction advances for travelling allowance, contingencies and medical treatment of the staff and sign and countersign bills on his behalf and authorise him for assuming such powers of Director as may be specifically delegated to the Deputy Director or one of the Deans or the seniormost Professor present by him in writing.

(15) The Director may, at his discretion, constitute such Committees as he may consider appropriate.

(16) In the event of the occurrence of any vacancy in the Office of the Chairman by reason of his death, resignation or otherwise or in the event of the Chairman being unable to discharge his functions owing

[*] Amended vide Ministry of Education letter No. F-11-7/76-T.6 dated 26 October, 1977. Effective from 22 October, 1977. Re-amended vide Ministry of Education letter No. F-11-5/82-T.6 dated 15 February, 1983.

to absence, illness or any other cause, the Director may discharge the functions assigned to the Chairman under Statute 7.

[*] (17) The Director may, with the approval of the Board delegate any of his powers, responsibilities and authorities vested in him by the Act and Statutes to one or more members of academic or administrative staff of the Institute.

10. The Deputy Director

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

11. Classification of Members of the Staff of the Institute

Except in the case of employees paid from contingencies the members of staff of the Institute shall be classified as -

(a) Academic which term shall include Director, Deputy Director, Professor, Associate Professor, Assistant Professor, Lecturer, Workshop Superintendent, Associate Lecturer, Assistant Lecturer, Instructor, Scientific Officer, Research Assistant, Librarian, Deputy Librarian and such other Academic posts as may be decided by the Board.

(b) Technical which term shall include Farm Superintendent, Foreman, Supervisor (Workshop), Mechanic, Farm Overseer, Horticultural Assistant, Technical Assistant, Draftsman, Physical Training Instructor and such other technical posts as may be decided by the Board.

(c) Administrative and others which term shall include Registrar, Assistant Registrar, Accounts Officer, Audit Officer, Stores Officer, Estate Officer, Medical Officer, House Surgeon and other medical staff, Chief Storekeeper, Steward, Office Superintendent and such other Administrative and other staff as may be decided by the Board.

12. Appointments

(1) All posts at the Institute shall normally be filled by advertisement, but the Board shall have the power to decide, on the recommendations of the Director that a particular post be filled by invitation or by promotion from amongst the members of the staff of the Institute.

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[*] Amended vide Ministry of Education letter No. F-11-7/76-.Y.6 dated 26 October, 1977. Effective from 22 October, 1977.

[*] (2) While making appointments, the Institute shall make necessary provision for the reservation of posts in favour of the scheduled castes and scheduled tribes in accordance with the decisions of the Board.

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

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

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

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

(i)	Director	Chairman
(ii)	Two nominees of the Board, one being an expert but other than a member of the Board.	Members
(iii)	One expert nominated by the Senate and	Member
(iv)	Head of the Department concerned, if the post for which selection is being made is lower in status than that occupied by the Head of the Department	Member

[†](bb) In the case of personal promotion to posts of Lecturer from Assistant Lecturer or Associate Lecturer, or to posts of Assistant Professor from Lecturer, the Selection Committee shall consist of-

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[*] Substituted vide Ministry of Education letter No. F-11-3/74-T.6 dated 3 October, 1974. Effective from 5 September, 1974.

[†] Inserted vide Ministry of Education letter No. F-10-80/74-T.6 dated 1 October, 1975. Effective from 26 November, 1975.

(i)	Director	Chairman
(ii)	Two nominees of the Board, one being an expert but other than a member of the Board.	Members
(iii)	One expert nominated by the Senate	Member
(iv)	One nominee of the Chairman of the Council of Institutes of Technology and	Member
(v)	Head of the Department concerned, if the post for which selection is made is lower in status than that occupied by the Head of the Department	Member

(c) In the case of posts of Librarian and Workshop Superintendent, the Selection Committee shall consist of :

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

(d) In the case of posts of Registrar, Assistant Registrar, Accounts Officer, Audit Officer, Stores Officer, Estate Officer and Medical Officer, the Selection Committee shall consist of :

(i)	Director	Chairman
(ii)	Deputy Director	Member
(iii)	Two nominees of Board	Members
(iv)	Registrar, except for the post of Registrar	Member

*(e) In the case of other posts not covered by categories (a), (b), (bb), (c) or (d) and carrying a scale of pay the maximum of which exceeds Rs.900.00 per mensem, the Selection Committee shall consist of :

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* Amended vide Ministry of Education letter No. F-10-80/74-T.6 dated 1 October, 1975. Effective from 26 September, 1975. Renumbered vide Ministry of Education letter No. F-11-7/76-T.6 dated 26 September, 1977. Effective from 22 October, 1977.

(i)	Director or his nominee	Chairman
(ii)	A nominee of the Board	Member
(iii)	Head of the Department concerned or Registrar, as the case may be	Member
(iv)	An expert from the staff of the Institute nominated by the Director	Member

(f) In the case of all other posts, the Director may, at his discretion, constitute such Selection Committees as may be considered appropriate by him.

(4) In the absence of Director, any member of the staff of the Institute who is appointed to perform the current duties of the Director shall be the Chairman of the Selection Committees in the place of the Director.

(5) In the absence of the Deputy Director, the Director may nominate any member of the staff of the Institute to work on the Selection Committees in his place.

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

(7) Where a post is to be filled by promotion from amongst the members of the Institute or temporarily for a period not exceeding twelve months, the Board shall lay down the procedure to be followed.

(8) Notwithstanding anything contained in these Statutes, the Board shall have the power to make appointments of persons trained under 'approved' programmes in such manner as it may deem appropriate. The Board will maintain a schedule of such 'approved' programmes.

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

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

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

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

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

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

(12) Unless otherwise provided for under these Statutes, a Selection Committee constituted for the purpose of making recommendations for appointment to a post shall be eligible to exercise its functions in relation to that post until the time the appointment is made.

(13) A candidate applying for a post under the Institute shall be charged application fees at the rates detailed below :

(a)	Post carrying a scale of pay, the initial salary of which is less than Rs. 210.00 per mensem	Re. 1.00
(b)	Post carrying a scale of pay, the initial salary of which is less than Rs. 210.00 or over but less than Rs. 400.00 per mensem	Rs. 3.00
(c)	Post carrying a scale of pay the initial salary of which is Rs. 400.00 per mensem or over	Rs. 7.50

Provided that candidates belonging to Scheduled Castes and Scheduled Tribes and Displaced persons may be granted such concessions in the payment of application fees as may be decided by the Board from time to time.

(14) Candidates selected for interview for a post under the Institute may be paid such travelling allowances as may be determined by the Board from time to time in this behalf.

(15) All appointments made at the Institute shall be reported to the Board at its next meeting.

13. An employee of the Institute, appointed to a permanent post on probation before the 1st April, 1957, and who on completion of the period of probation before that date was not formally confirmed in his post due to any reason, may be so confirmed by the Board with effect from the date on which he completed his period of probation.

In case any employee is confirmed in his post as aforesaid, he shall hold his office or service in the Institute by the same tenure, at the same remuneration and upon the same terms and conditions and with the same rights and privileges as to pension, leave, gratuity, Provident fund and other matters as he would have held the same if the Indian Institute of Technology (Kharagpur) Act, 1956 had not been passed.

14. An employee of the Institute, appointed to permanent post on probation before 1st April, 1957, shall on confirmation hold his office or service in the Institute by the same rights and privileges as to pension, leave, gratuity, provident fund and other matters as he would have held the same if the Indian Institute of Technology (Kharagpur) Act, 1956 had not been passed.

15. Terms and Conditions of Service of Permanent Employees

Permanent employees, of the Institute other than the employees, covered by Sub-section (1) of section 5 of the schedule to the Act and out of those referred to in statutes 13 & 14 who, in accordance with the Statutes laid down under the Indian Institute of Technology (Kharagpur) Act, 1956, had duly elected to continue to be governed by the terms and conditions of service which were applicable to them immediately before the 1st day of April, 1957, shall be governed by the following terms and conditions:-

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

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

*(2) Subject to the provisions of the Act and the Statutes, all the new appointments to posts on revised salary scales adopted with effect from the 1st January, 1986 under the Institute shall ordinarily be made on probation for a period of one year after which period the

* Amended vide Ministry of Human Resource Development, Deptt. of Education letter No. F-5-31/86-T.6 (pt.III) dated 18 July, 1989. Effective from 23 June, 1989.

appointee, if confirmed, shall continue to hold his office, subject to the provisions of the Act and the Statutes, as follows :

(a)	Teaching Staff (Faculty) and Group 'D' Staff	Till the end of the month in which he attains the age of 60 years.
(b)	Group 'A', 'B' and 'C' Staff (Non-faculty)	Till the end of the month in which he attains the age of 58 years.

[*]Provided that where the Board considers that in the interest of students and for the purposes of teaching and guiding the research scholars any member of the academic staff should be re-employed, it may re-employ 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 Board may with the previous approval of the visitor, re-employ any such member for a period upto three years in the first instance and upto 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 re-employed for any purposes other than those of teaching and guiding the research scholars.

[†](a) *Retirement on Completion of 20 years qualifying service*

At any time after an employee has completed twenty years' qualifying service, he may, by giving notice, of not less than three months, in writing to the appointing authority, retire from service on the terms and conditions laid down by the Central Government from time to time for its own employees.

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[*] Substituted vide Ministry of Education letter No. F-11-10/68-T.6 dated 15 July, 1970. Effective from July 8, 1970. Re-substituted vide Ministry of Education letter No. L 11011/11/77-T.6 dated 2 June, 1977. Effective from 27 May, 1977.

[†] Inserted vide Ministry of Education letter No. F-11-6/78-T.6 dated 23 September, 1981. Effective from 17 September, 1981.

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

[*] (a) Every graduate Engineer, appointed at the Institute on or after 1st July, 1969 shall, if so required, be liable to serve in India or abroad in any Defence Services or post connected with the defence of India for a period of not less than 4 years including the period spent on training, if any.

Provided that such person :-

(i) shall not be required to serve as aforesaid after the expiry of 10 years from the date of such appointment; and

(ii) shall not be ordinarily be required to serve as aforesaid after attaining the age of 40 years.

(4) An employee of the Institute shall devote his whole time to the service of the Institute and shall not engage directly or indirectly in any trade or business or any other work which may interfere with the proper discharge of his duties, but the prohibition herein contained shall not apply to academic work and consultative practice undertaken with the prior permission of the Director, which may be given subject to such conditions as regards acceptance of remuneration as may be laid down by the Board.

(5) The appointing authority shall have the power to terminate the services of any member of the staff without notice and without any cause assigned during the period of probation.

(6) The appointing authority shall have the power to terminate the services of any member of the staff by 3 months' notice or on payment of 3 months' salary in lieu thereof, if on medical grounds, certified by a medical authority nominated by the Board, his retention in service is considered undesirable by such appointing authority.

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[*] Inserted vide Ministry of Education letter No. T-24-30/64-T.6 dated 13 May, 1970. Effective from 9 May 1969.

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

[*] (8) An employee of the Institute may terminate his engagement by giving to 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.

(9) The Director may place a member of the staff appointed at the Institute under suspension:

(a) Where a disciplinary proceeding against him is contemplated or is pending or

(b) Where a case against him in respect of any criminal offence is under investigation or trial.

[†]Provided that where a member of the staff is detained in custody for a period exceeding forty eight hours, whether in connection with a criminal offence or under any law for time being in force providing for preventive detention such member of the staff shall be deemed to have been placed by the Director under suspension with effect from the date on which he was so detained.

During the period of suspension, the member of the staff shall be entitled to the following payments, namely-

[†](a) Subsistence allowance at an amount equal to the leave salary which the staff member would have drawn if he has 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 :

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[*] Amended vide Ministry of Education letter No. F-11-7/76-T.6 dated 26 October,1977. Effective from 22 October, 1977.

[†] Substituted vide Ministry of Education letter No. F-11-7/76-T.6 dated 26 October,1977. Effective from 22 October, 1977

[†] Substituted vide Ministry of Education letter No. F-11-7/76-T.6 dated 26 October,1977. Effective from 22 October, 1977

Provided that where the period of suspension exceeds six months, the Director 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% of the subsistence allowance admissible during the period of the first six months, if, in the opinion of the Director, the period of suspension has been prolonged for reason 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% of the subsistence allowance admissible during the period of the first six months, if, in the opinion of the Director the period of suspension has been prolonged due to 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 allowance 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 fulfilment of other conditions laid down for the drawal of such allowances.

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

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

(i) Censure;

(ii) withholding of increments or promotion;

(iii) recovery for the whole or part of any pecuniary loss caused to the Institute by negligence or breach of orders;

(iv) reduction to lower Service, grade or post or to a lower time-scale, or to a lower stage in a time-scale;

(v) compulsory retirement;

(vi) removal from service which shall not be a disqualification for future employment under the Institute;

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

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

No order imposing on any member of the staff any of the penalties specified at (i) to (iii) above shall be passed by any authority subordinate to that by which he was appointed and unless the member of the staff concerned has been given an opportunity to make a representation to the Appointing Authority. Notwithstanding the above provisions it shall not be necessary to follow the procedure mentioned above in the following cases;

(a) Where an employee is dismissed or removed or reduced in rank on the ground of conduct which has led to his conviction on a criminal charge;

(b) where the authority empowered to dismiss or remove the person or to reduce him in rank is satisfied that for some reason to be recorded by that authority in writing, it is not reasonably practicable to give to that person an opportunity of showing cause; or

(c) where the Visitor is satisfied that in the interest of the security of the State it is not expedient to give to that person such an opportunity.

If any question arises whether it is reasonably practicable to give to any person an opportunity of showing cause under clause (b) above the decision thereon of the authority empowered to dismiss or remove such person or to reduce him in rank, as the case may be shall be final.

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

inflicting a penalty on him shall be entitled to prefer an appeal to the Visitor against the order.

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

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

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

(12) Notwithstanding anything contained in this Statute, the Visitor may, on his own motion or otherwise after calling for the records of the case, review any order which is made under this Statute or is appealable thereunder, and -

(a) confirm, modify or set aside the order ;

(b) impose any penalty or set aside, reduce, confirm or enhance the penalty imposed by the order ;

(c) remit the case to the authority which made the order or to any other authority directing such further action or enquiry as he considers proper in the circumstances of the case, or

(d) pass such other orders as he deem fit; provided that -

(i) an order imposing or enhancing a penalty shall not be passed unless the person concerned has been given an opportunity of making any representation which he may wish to make against such enhanced penalty ;

(ii) if the Visitor proposes to impose any of the penalties specified in clause (iv) to (vii) of sub-statute (9) in a case where proper enquiry has not been held and thereafter on consideration of the proceedings of such enquiry and after giving the member of the staff concerned an opportunity of making any representation which he may wish to make against such penalty, pass such orders as he may deem fit.

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

(14) (i) When a member of the staff of the Institute who has been dismissed, removed or suspended is re-instated, the authority competent to order the re-instatement shall consider and make a specific order -

(a) regarding the pay and allowances to be paid to the member of the staff of the Institute for the period of his absence from duty; and

(b) whether or not the said period shall be treated as a period spent on duty.

(ii) Where such competent authority holds that the member of the staff of the Institute has been fully exonerated, or in the case of suspension, that it was wholly unjustified, the member of the staff of the Institute shall be given the full pay to which he would have been entitled had he not been dismissed, removed or suspended, as the case may be, together with any allowance of which he was in receipt prior to his dismissal, removal or suspension.

(iii) In other cases, the member of the staff of the Institute shall be given such proportion of such pay and allowances as such competent authority may prescribe.

Provided that the payment of 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 not be treated as a period spent on duty unless such competent authority specifically directs that it shall be so treated for any specified purpose.

(15) The employees of the Institute shall be entitled to travelling and daily allowances according to the scales laid down by the Board from time to time.

(16) The employees of the Institute shall be entitled to reimbursement of medical expenses incurred on themselves and their families as set out in schedule ‘AA’.

(17) The employees of the Institute shall be governed by the Conduct Rules as laid down in Schedule 'B'.

(18) It shall be for the Council to decide as to the class of employees of the Institute who shall be entitled to vacation.

16. Terms and Conditions of Service of Temporary Employees

(i) The service of a temporary employee shall be liable to termination at any time by notice in writing given either by the employee to the appointing authority or by the appointing authority to the employee. The period of such notice shall be one month, unless otherwise agreed to by the Institute and the employee.

(ii) The other terms and conditions of service of such employee shall be such as may be specified by the appointing authority in his letter of appointment.

17. Appointment on Contracts

(1) Notwithstanding anything contained in these Statutes, the Board may in special circumstances appoint an eminent person on contract for a period not exceeding 5 years, with a provision of renewal for further period, provided that every such appointment and terms thereof, shall be subject to the prior approval of the Visitor.

(2) Subject to the provisions contained in the Act, the Board may appoint any person on contract in the prescribed scales of pay and on terms and conditions applicable to the relevant post for a period not exceeding 5 years with a provision of renewal for further period. For making such appointments, the Chairman may, at his discretion, constitute such adhoc Selection Committees, as the circumstances of each case may require.

*(3) Not withstanding anything contained in these Statutes, the Council may appoint an eminent person as Director on contract for a period not exceeding five years, with a provision for renewal for further periods provided that every such appointment and terms thereof shall be subject to the prior approval of the visitor.

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* Added vide Ministry of Education letter No. F-11-10/68-T.6 dated 24 May 1969. Effective from 22 May , 1969

18. Contributory Provident Fund

(1) A compulsory Contributory Provident Fund shall be constituted, maintained and administered for the employees of the Institute in accordance with the provisions set out in Schedule 'C'. All accumulations of the subscribers in the Contributory Provident Fund maintained for the benefit of the employees of the Institute immediately before the commencement of these Statutes shall stand transferred to the compulsory Provident Fund constituted under the Statute and shall be credited to the accounts of the employees entitled thereto in the Fund so constituted. A subscriber shall contribute to the Fund so constituted an amount not less than 8-1/3 per cent of his emoluments but the contribution of the Institute 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 C, all permanent employees of the Institute who are appointed or re-appointed before the 1st January, 1971 and who have not otherwise, exercised an option to join the Contributory Provident Fund-cum-Gratuity Scheme referred to the Statute 18A or the General Provident Fund-cum Pension-cum Gratuity Scheme referred to in Statute 18B shall join the Contributory Provident Fund.

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

[†](4) Save as otherwise provided in the Statute 18A or 18B in the case of an employee leaving the Institutes or Central University to join any of the Other Institutes or other Central University his accumulation in the Contributory Provident Fund shall be transferred to the Institute or, as the case may be, the University he joins.

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[*] Amended vide Ministry of Education letter No. F-11-2/71-T.6 dated 24 November, 1971. Effective from 1 January, 1971.

[†] Substituted vide Ministry of Education letter No. F-10-20/76-T.6 dated 20 February, 1979. Effective from 15 February, 1979.

[*]18A. Contributory Provident Fund-cum-Gratuity Scheme

(1) Every employee of the Institute,-

(i) who is referred to in clause (2) of Statute 18, or,

(ii) who holds an appointment on a temporary basis but is subscribing or is required to subscribe to the Contributory Provident Fund in terms of sub-paragraph (2A) of Schedule C or,

(iii) who may be appointed either for the first time or re-appointed on or after the 1st January 1971, may exercise an option to join the Contributory Provident Fund-cum-Gratuity Scheme sponsored by the Institute for the benefit of its employees.

Provided that no such option shall be exercised by an employee who has been appointed by the Institute on a consolidated salary or on special terms which exclude the benefits of the Contributory Provident Fund or who has exercised an option for the General Provident Fund-cum-Pension-cum-Gratuity Scheme referred to in Statute 18B..

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

[≠](i) In the case of an employee referred to in Sub-clause (i) (other than a permanent employee appointed or re-appointed before the 1st April 1962) or sub-clause (ii) within a period of three months from the 1st January 1971.

[**](ia) In case of an employee appointed or re-appointed before the 1st April 1962, within a period of three months from the date 1.12.1971 and

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[*] Inserted vide Ministry of Education letter No. F-24-23/65-T.6 dated 6 January, 1971. Effective from 1 January, 1971

[†] Amended vide Ministry of Education letter No. F-11-61/76-T.6 dated 16 July 1978. Effective from 11 July 1978

[≠] Amended vide Ministry of Education letter No. F-11-21/71-T.6 dated 24 November 1971. Effective from 1 January 1971.

[**] Inserted vide Ministry of Education letter No. F-11-2/71-T.6 dated 24 November, 1971. Effective from 1 January, 1971.

(ii) In case of an employee referred to in sub-clause (iii), within a period of three months from the date of completion of one year's temporary continuous service or confirmation whichever is earlier;

(3) On receipt of such option from any of the employees referred to in Sub-clause (i) or (ii), all accumulations of any such employee in the Contributory Provident Fund maintained for the benefit of the employees of the Institute immediately before such option was exercised shall stand transferred to the new Contributory Provident Fund less one-third percent of the contribution of the Institute, together with interest thereon which shall revert to the Institute and be credited to its fund.

[*] (3A) (a) Every employee of the Institute –

(i) who is governed by Statute 18 or who has exercised an option under sub-statutes (1) and (2) of Statute 18B or

(ii) who may be appointed either for the first time or reappointed on or after the 1-7-77 may exercise an option to join the Contributory Provident Fund-cum-Gratuity Scheme sponsored by the Institute for the benefit of the employees:

Provided that no such option sha1l be exercised by an employee who has been appointed by the Institute on a consolidated salary or on special terms which exclude the benefits of the retirement benefit schemes.

(b) Any such option shall be exercised in Form I prescribed for the purpose in Appendix I to Schedule E within a period of three months from the date of issue of this notification and any such option once exercised shall be final.

(c) On receipt of such option from any of the employees referred to in sub-clause (i) or (ii) of clause (a), all accumulations of any such employee in the CPF, or GPF-cum-pension-cum-Gratuity schemes, maintained for the benefit of the employees of the Institute immediately before such option was exercised, shall

[*] Inserted vide Ministry of Education letter No.F-11-6/76-T.6 dated 16 July 1978. Effective from 11 July 1978.

stand transferred to the contributory provident Fund less one third percent of the contribution of the Institute together with interest thereon from contributory Provident fund of those governed by statute 18 which shall revert to the Institute and be credited to its fund.

(4) Any such employee shall contribute to the fund so constituted an amount not less than eight and one-third per cent of his emoluments but the contribution of the Institute to the said fund shall be restricted to eight per cent of his emoluments.

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

[†](6) Any such employee leaving the Institute or Central University to join any of the other Institutes or any Central University shall join the corresponding Scheme of the new Institute or, as the case may be, the University and all his accumulations in the fund shall be transferred to the corresponding fund of the new Institute or University.

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

(8) Save as otherwise provided in this Statute, in all other respect the provisions as contained in the Schedule E to these Statutes shall be applicable for the purposes of this Scheme.

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[*] Substituted vide Ministry of Education letter No. F-11-6/76-T.6 dated 16 July 1978. Effective from 1 January 1973.

[†] Substituted vide Ministry of Education letter No. F-10-20/76- T.6 dated 20 February, 1979. Effective from 15 February 1979.

[*]18B. General Provident Fund-Pension-cum-Gratuity Scheme

(1) Every employee of the Institute,-

(i) who is referred to in clause (2) of Statute 18, or

(ii) who holds an appointment on a temporary basis but is subscribing or is required to subscribe to the Contributory Provident Fund in terms of sub-paragraph (2A) of Schedule C, or

(iii) who may be appointed either for the first time or re-appointed on or after the 1st January, 1971, or,

(iv) who is governed by sub-section (1) of section 5 of the Indian Institute of Technology (Kharagpur) Act, 1956 (51 of 1956) as set out in the Schedule to the Institute of Technology Act, 1961 (59 of 1961), may exercise an option to join the General Provident Fund-cum-Gratuity Scheme, sponsored by the Institute for the benefit of its employees :

Provided that no such option shall be exercised by an employee who has been appointed by the Institute on a consolidated salary or on special terms which exclude the benefits of the Contributory Provident Fund Scheme or who has exercised an option for the Contributory Provident Fund-cum-Gratuity Scheme referred to in Statute 18A.

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

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

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

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[*] Inserted vide Ministry of Education letter No. F-24-23/65-T.6 dated 6 January1971. Effective from 1 January, 1971.

[†] Amended vide Ministry of Education letter No. F-11-61/76-T.6 dated 16 July 1978. Effective from 11 July 1978.

[‡] Amended vide Ministry of Education letter No. F-1l-2/71-T.6 dated 24 November 1971. Effective from 1 January 1971.

[*](ia) in case of an employee appointed or re-appointed before the 1st April 1962, within a period of three months from the 1.l2.1971, and;

(ii) in the case of an employee referred to in sub-clause (iii), within a period of three months from the date of completion of one year's temporary service or confirmation whichever is earlier;

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

[†](3A) (a) Every Employee of the Institute -

(i) who is governed by statute 18 or who has exercised an option under sub-statutes (1) and (2) of Statute 18A or

(ii) who may be appointed either for the first time or re-appointed on or after the 1-7-1977 may exercise an option to join the General Provident Fund-cum-pension-cum-Gratuity scheme, sponsored by the Institute for the benefit of the employees:

Provided that no such option shall be exercised by an employee who has been appointed by the Institute on a consolidated salary or on special terms which exclude the benefits or the retirement benefit schemes.

(b) Any such option shall be exercised in Form I prescribed for the purpose in Appendix I to Schedule F within a period of three months from the date of issue of this notification and any such option once exercised shall be final.

(c) On receipt of such option from any of the employees referred to in sub-clause (i) or (ii) of clause (a) the amount of the contribution of

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[*] Inserted vide Ministry of Education letter No. F-11-2/71-T.6 dated 24 November, 1971. Effective from 1 January, 1971.

[†] Inserted vide Ministry of Education letter No. F-11-6/76-T.6 dated 16 July 1978. Effective from 11 July 1978.

the Institute with interest thereon standing to the credit of the employee in the CPF or CPF-cum-Gratuity scheme shall revert to the Institute and be credited to its fund and the amount of the employee's own contribution to the CPF-cum-Gratuity after adjustment of advances, if any, taken from the said fund, shall together with interest thereon, be maintained as his contribution to the GPF opened by the Institute for the purpose.

(4) A permanent employee or an employee referred to in sub-clause (ii) of clause (I) who has retired or retires with the Contributory Provident Fund benefits on or after the 1st April, 1970, but before the 1st January, 1971 shall be granted the benefit of the General Provident Fund-cum-Pension-cum-Gratuity Scheme, if he exercises an option in Form II prescribed for the purpose in Appendix I to Schedule F within three months from the 1st January 1971, the contribution of the Institute to his Provident Fund together with interest thereon, if already paid, being adjusted against the Death-cum-Retirement Gratuity admissible to him under the said Scheme and the balance, if any, being refunded to the Institute in cash.

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

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

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

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* Substituted vide Ministry of Education letter No. F-11-8/76- T.6 dated 16 July, 1978. Effective from 1 January, 1973.

† Substituted vide Ministry of Education letter No. F-10-20/76-T.6 dated 20 February 1979. Effective from 15 February, 1979.

(8) Save as otherwise provided in the Statute in all other respects the provisions as contained in Schedule F to these Statutes shall be applicable for 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 E shall be applicable.

19. Vacation and Leave

(1) Employees of the Institute shall be entitled to vacation and leave as laid down in Schedule 'D'.

(2) The amount of accumulated leave at the credit of a member of staff in the service of the Institute immediately before the 1st April, 1962 shall become available to him after the date subject to the prescribed limit of leave.

*(3) When an employee joins the Institute or Central University from any of the other Institutes or any Central University the leave to his credit on the date immediately before the date of such joining shall be carried forward and credited to his leave account in the Institute or Central University which he joins subject to the prescribed limit of accumulation of leave.

20. Residential Accommodation for Staff

(1) The employees of the Institute may be provided with unfurnished houses if available, situated within the Campus of the Institute, in which they shall be required to reside, subject to the conditions as may be laid down by the Board.

†(2) ‡(a) An employee of the Institute who has been allotted Institute accommodation, shall be charged rent at the rate of ten percent of his emoluments or six percent per annum of the Capital cost (including municipal charges) of the accommodation occupied by him, whichever is less.

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* Substituted vide Ministry of Education letter No. F-10-20/76-T.6 dated 20 February 1979. Effective from 15 February, 1979.

† Substituted vide Ministry of Education letter No. F-11-2/10-T.6 dated 24 June, 1971. Effective from 19 June, 1971.

‡ Amended vide Ministry of Education letter No. F.11-7/76-T.6 dated 26 October, 1977. Effective from 22 October, 1977.

Provided that in respect of employees who draw pay in the revised scale of pay, and whose emoluments are below Rs. 440 per mensem, rent shall be recovered at the rate of 7.5 per cent of emoluments on six percent per annum of the Capital cost (including municipal charges) whichever is less.

Provided further that in respect of employees who are in receipt of emoluments of Rs. 440 per mensem and above in the revised scale of pay, the net emoluments after deduction of rent shall not be less than Rs. 421.55.

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

[*](3) The Board may authorise the grant of rent-free furnished or unfurnished accommodation or accommodation at concessional rent to any category of staff if it considers it necessary to do so in the interest of the Institute.

21. Departments

(1) The Institute shall have the following Departments:

[†] (a) Aerospace Engineering
[#] (b) Agricultural Food Engineering
[□] (c) Architecture and Regional Planning
[□] (d) Chemistry
(e) Civil Engineering
(f) Chemical Engineering
(g) Electrical Engineering
(h) Electronics & Electrical Communication Engineering
(i) Geology & Geophysics
(j) Humanities and Social Sciences

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[*] Amended vide Ministry of Education letter No. F.11-7/76-T.6 dated 26 October, 1977. Effective from 22 October, 1977.

[†] Amended vide Ministry of Human Resource Development, Department of Education letter No. F-2-38/87-T.6 dated 21 July, 1989. Effective from 6 July, 1989.

[#] Amended vide Ministry of Human Resource Development, Govt. of India, Department of Education letter DO F.No. 11 -1/94- TD.I dated 28 July, 1994.

[□] Substituted vide Ministry of Education letter No. F-11-2/68-T.6 dated 23 January, 1970.

(k) Mathematics
(l) Mechanical Engineering
(m) Metallurgical and Materials Engineering
(n) Mining Engineering
(o) Ocean Engineering and Naval Architecture
(p) Physics and Meteorology
+ (q) Computer Science and Engineering
+ (r) Industrial Engineering and Management
+
≠ (s) Biotechnology

 Provided that in addition the Board may establish or abolish one or more schools or centres of research on the recommendation of the Senate.

22. **Head of a Department**

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

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

(2) The Head of a Department shall be responsible for the entire working of the Department subject to the general control of the Director.

(3) It shall be the duty of the Head of a Department to see that the decisions of the authorities of the Institute and of Director are faithfully carried out. He shall perform such other duties as may be assigned to him by the Director.

+ Inserted vide Ministry of Education letter No. F-11-3/82-T.6 dated 20 March, 1983.

++ Inserted Vide Ministry of Education letter No. F. 11-3/82-T.6 dated 10 November, 1983. Effective from 10.10.83.

≠ Amended vide Ministry of Human Resource Development, Govt. of India, Department of Education letter No. F.11-7/98-TS.I dated 16 July, 1999.

 Added vide Ministry of Education letter No. F.11-7/76-T.6 dated 26 October, 1977. Effective from 22 October, 1977.

* Amended vide Ministry of Education letter No. F-24-43/64-T.6 dated 4/6 December, 1965.

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

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

(1) Scholarships of the value of Rs. 75 p.m. each will be awarded to 25 per cent of the students admitted to the under-graduate courses and post-graduate courses in science leading to Master's Degree in accordance with the provisions made in the Ordinances in this behalf.

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

(b) A further 10 per cent of the total number of students admitted to the undergraduate courses and post-graduate courses in science leading to Master's degree will be awarded free-studentship on consideration of means alone.

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

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

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

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

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* Substituted vide Ministry of Education letter No. F-24-26/68-T.6 dated 27 April, 1966.

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

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

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

†(6) Post-Doctoral Fellowship of the value of Rs. 500/- p.m. shall be awarded to research fellows for the duration of their work at the Institute. The award shall be made in accordance with the provisions made in the Ordinance and shall be subject to such conditions as may be laid down therein.

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

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* Substituted vide Ministry of Education letter No. F-11-2/68-T.6 dated 14 February, 1974. Effective from 9 February, 1974.

† Substituted vide Ministry of Education letter No.F-11-1/71-T.6 dated 15 December, 1971. Effective from 15 December, 1971.

24. Fees

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

(a)	Registration fees for under-graduate courses only payable in advance as application fee ….		Rs. 15
	[*] Provided that no registration fee shall be charged from any candidate belonging to the Scheduled caste or Scheduled tribe		
(b)	Admission fees for under-graduate courses and Post-graduate courses payable at the time of admission ……		Rs. 10
(c)	(i) Tuition fees for under-graduate courses and Post graduate courses in Science leading to Master's degree payable in eight equal instalments ……		Rs. 200 per annum
	(ii) Tuition fees for post-graduate courses in Engineering and Technology payable in eight equal instalments…..		Rs. 300 per annum
	[†](iii) Tuition fees for working for Ph.D. payable in eight equal instalments the research workers ……		Rs. 300 per annum
	The Institute staff member registered for courses being exempted from payment of the fee.		
		Under-graduate	Post-graduate
[‡](d)	(i) I Semester, payable in four equal instalments	Rs. 40	Rs.80

[*] Added vide Ministry of Education letter No. F-11-2/78-T.6 dt 7 July, 1978. Effective from 30 June, 1978.

[†] Inserted vide Ministry of Education letter No. F-24-46/63-T.6 dated 2 July, 1964.

[‡] Substituted vide Ministry of Education letter No. F-11-4/79-T.6 dated 4 May, 1982.Effective from 19 April, 1982.

	(ii) II Semester, payable in four equal instalments	Rs. 40	Rs. 80
	(iii) Summer vacation, for those who are required to stay in Hall during vacation with the permission of Institute, in one instalment	Rs. 15	Rs. 15
	(iv) Winter vacation, for those who are required to stay in Hall during vacation with the permission of Institute, in one instalment	Rs. 5	Rs. 5
(e)	(i) Medical Examination fees	.....	Rs. 2 per annum
	(ii) Gymkhana Fees	.....	Rs. 20 per annum
	(iii) Medical Fund (payable at the time of admission and in the case of students already in the Institute along with the first instalments of the tuition fees)	.....	Rs. 5 per annum
*(f)	Examination fees for the Master's Degree/Post graduate Diploma Course	.....	Rs. 100.
	The Higher Degree	.....	Rs. 200.
(g)	Fees for the Diplomas if awarded in absentia for all students, scholars and fellows	....	Rs. 10
(h)	Fees and grade card	...	Rs. 5
(i)	Registration fees for Ph.D. Degree	....	Rs. 5
(j)	≠(i) Registration fee for post-graduate	....	Rs. 5

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* Amended vide Ministry of Education letter No. F-11-1/67-T.6 dated 23 March, 1968.

	courses payable in advance as application fee		
	(ii) Registration fee for Research Scholars and Post-Graduate Fellows (payable at the time of admission)	….	Rs. 5
(k)	Fees for issue of Migration Certificate	….	Rs. 5
(l)	Fees for issue of crossed list	…	Rs. 5
(m)	Fees for rechecking of answer books for Institute Examination	….	Rs. 5 per paper
(n)	Fees for issue of duplicate grade card	…	Rs. 3
(o)	Fees for issue of a duplicate Diploma	….	Rs. 10
(p)	Fees for issue of a duplicate migration certificate	…	Rs. 3
(q)	Fees for issue of a duplicate crossed list	….	Rs. 2
(r)	Caution Money:		
	(i) For under-graduate and Post-graduate students payable in advance	….	Rs. 25
	(ii) For Research Scholars and Post Doctoral Fellows in advance	….	Rs. 100
*(s)	For course not provided above	….	As laid down by the Board.

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≠ Substituted vide Ministry of Education letter No. F-24-50/65-T.6. dated 28 October, 1968. Effective from 10 October, 1968.

* Added vide Ministry of Education letter No. F-11-3/70-T.6. dated 31 May, 1971. Effective from 27 May 1971.

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

The Caution money is refundable to students, scholars and fellows after deduction of relevant dues, if any, within four years of their leaving the Institute. If no claim for a refund is received within the period, the Caution Money shall be credited into the Institute Fund. The Director may, for sufficient reasons, investigate and entertain claims for refund of Caution Money after the expiry of this period.

*(2) If a student, scholar or a fellow fails to deposit his dues by the dates notified, he shall be liable to pay a delay fine Re. 1/- provided he clears his dues before the end of the month in which the dues were payable and fine of Rs. 5/- if he clears the dues by the 15th of the following month.

The students' name be struck off after this date and he may be re-admitted on payment of re-admission fee and no delay fine be charged.

If he does not pay his dues by this date his name shall be liable to be struck off the rolls. The Director may, for sufficient reasons, re-admit any student, scholar or fellow whose name has been so struck off the rolls on payment of arrear dues together with fine of Rs.3 and re-admission fee of Rs.5 provided that such re-admission is requested before the end of the month in which his name has been struck off.

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

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

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* Substituted vide Ministry of Education letter No. F-11-7/76-6 dated 26 October, 1977. Effective from 22 October,1977.

25. Halls and Hostels

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

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

(2) Every resident in the Halls and Hostels shall conform to rules laid down by the Senate for the purpose.

(3) For each Hall of Residence there shall be a Warden and such number of Assistant Wardens and other staff as may be determined by the Board from time to time.

(4) The offices of Warden and Assistant Warden shall be held by the members of the Academic Staff of the Institute. The appointments shall be made by Director.

(5) Wardens and Assistant Wardens shall be entitled to rent free unfurnished quarters corresponding to the type of quarters to which they are normally entitled as teachers of the Institute. In addition, they shall be paid an allowance of Rs. 50 per mensem provided that in case a Professor is appointed as Warden, he shall not be entitled to receive any allowance.

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

26. Conferment of Honorary Degrees

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

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*SCHEDULE A

CONTRACT OF SERVICE

[See Statute 7(3)]

An AGREEMENT for service made this ……day of…….. one thousand nine hundred ……between ……(herein after called the appointee) of the one part and the Indian Institute of Technology, Kharagpur, incorporated under the Institutes of Technology Act, 1961 (Act 59 of 1961) as amended by the Institutes of Technology (Amendment) Act 1963 (Act 29 of 1963) (hereinafter called the Institute).

WHEREAS in terms of Section 17 (1) of the Institutes of Technology Act, 1961 (hereinafter called the Act) and Statute 15 (3) of the Statutes of the Institute (17 (3) in case of Kharagpur) (hereinafter called Statutes) the Council of the Institutes of Technology referred to in the Act (hereinafter called the Council) with the approval of the Visitor, has been pleased to approve the appointment of the appointee as the Director of the Institute on contract for……..years and the appointee has accepted such appointment upon the terms and conditions hereinafter appearing NOW THESE PRESENTS WITNESSETH and the parties hereto respectively agree as follows:

(1) This agreement of service shall be deemed to have been entered into subject at all times to the provisions of the Act, and Statutes covering the institute as in force from time to time as applicable to permanent confirmed employees.

(2) The appointee shall be on service under the agreement for a period of.....years with effect from……that is date of joining the post.

Provided that if the appointee on conclusion of the period of service mentioned above is below 60 years of age, his service shall continue till the 30th June of the academic year in which the appointee concludes the said period of service or till he attains the age of 60, whichever is earlier.

(3) The appointee shall be the principal academic and Executive Officer of the Institute and serve the Institute with powers and duties provided in the said Act and Statutes.

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* Incorporated vide Ministry of Education letter No. F-10-1/76-T.6 dated 26 November, 1976. Effective from 20 November, 1976.

(4) The appointee shall devote his wholetime to the service of the Institute and will be subject to the Conduct Rules and other provisions of the said Act and the Statutes. Any information obtained by the 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 Act, 1923, as amended from time to time.

(5) 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 Scale of Rs: …… provided that if any time the appointee proceeds on deputation out of India his pay and allowances during the period of his deputation will be such as may be decided by the Board of Governors. In addition the appointee shall draw allowances like Dearness Allowance, City Compensatory Allowances etc. as may be admissible from time to time as per rules of the Institute.

(6) During his service under these presents the appointee shall subscribe to the Contributory Provident Fund-cum-gratuity of the Institute according to the provisions made in the Statutes 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 Institute as admissible to the permanent confirmed employees as per the Statutes. In the event of the appointee being employee of any other IIT and enjoying the benefits either under CPF-cum-Gratuity Scheme or G.P. Fund-cum-Pension-Cum-Gratuity Scheme, he shall join the corresponding Scheme of the Institute with transfer of this accumulation as admissible under the Statutes.

In case the appointee is the employee of the Institute he shall continue to be governed by Contributory Provident Fund-cum-Gratuity Scheme or General Provident Fund-cum-Pension-cum-Gratuity Scheme as immediately prior to this contract appointment and shall be entitled to benefits of the Scheme for the period of his service under this contract like other permanent employees of this Institute as per the Statutes.

(7) Notwithstanding anything hereinbefore contained the appointee shall unless otherwise decided by the Institute be entitled to receive the whole or in part as may be determined by the Institute the benefits of any

improvements in the revision of scale of pay and in retirement benefits that may be effected by the Institute subject to the date of these presents in the terms and conditions of the service of members of the branch of Institute, service to which he may for the time being belong, and the decision of the Institute 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.

(8) The appointee shall be entitled to leave as admissible to permanent non-vacation employees of the Institute under the Statutes.

(9) The appointee shall be entitled to furnished rent free accommodation in the Campus of the Institute as may be sanctioned by the Board of Governors of the Institute.

(10) The appointee shall be eligible for privilege in relation to medical attendance and treatment as provided for in the Statutes.

(11) The appointee shall be paid travelling expenses for joining the Institute 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 public interest.

If the appointee is required to travel in the interests of Institute work, he shall be entitled to traveling allowance on the scale provided for in the T.A. Rules of the Institute 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 Institute.

(12) 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. He would also be allowed to do consultancy and retain benefits of the same as per rules laid down by the Board from time to time.

(13) The services of the appointee may during the period of contract be terminated by the Institute at any time by three calendar months notice in writing given at any time during service under this contract without any cause assigned. Provided always the Institute 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.

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The appointee may terminate his service by giving to the Institute three calendar months notice in writing.

(14) The appointee will be allowed the status of Professor of ……. to take part in teaching and research in the Department of ..... subject to his convenience.

(15) In respect of any matter for which no provision has been made in this agreement the appointee will be governed by the said Institute of Technology Act 1961 or any modification thereof for the time being in force and the Statutes made thereunder for time being in force.

IN WITNESS WHEREOF on the day and the year above written, the Chairman of the Board of Governors of the Institute has hereinto set his hand and the appointee has hereunto set his hand.

Signed and delivered for the Indian Institute of Technology ……. by the Chairman, Board of Governors of the Institute.

Chairman,

Board of Governors,

Indian Institute of Technology ……

In the presence of signature of witness with address

Signed and delivered by the said appointee

Director

IIT ……...

In the presence of signature of witness with address

1. _____
   _____
   _____
2. _____
   _____
   _____

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[*]SCHEDULE AA

MEDICAL ATTENDANCE AND TREATMENT INCLUDING REIMBURSEMENT OF MEDICAL EXPENSES INCURRED BY THE MEMBERS OF THE STAFF ON THEMSELVES AND OTHER FAMILIES

[See Statute 15 (16)]

1. The provisions contained in this schedule shall apply to all the employees of the Institute but they shall not apply to -

   (a) those members of the staff who are on leave or deputation abroad.

   (b) retired members of the staff, and

   [†](c) Workcharged staff who have not put in continuous service of one year and are not employed on monthly rates of pay, staff paid from Contingencies, daily labourers and part-time employees.

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

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

[*] Re-lettered vide Ministry of Education letter No. F-10-1/75-T.6 dated 26 November, 1976. Effective from 20 November, 1976.

[†] Substituted vide Ministry of Education letter No. F-11-6/68-T.6 dated 14 January, 1969.

3. In this schedule unless there is anything repugnant in the subject or context:-

(a) "Authorised Medical Attendant" - means

(1) In respect of member of the Institute belonging to group 'A'	-	Chief Medical officer of the Technology Hospital and in his absence the Medical Officer of the Technology Hospital
(2) In respect of members of the Institute belonging to Group B.	-	Medical Officer of the Technology Hospital.
(3) In respect of members of the Institute belonging to Group C.	-	House Surgeon of the Technology Hospital.
(4) In respect of members of the Institute on duty or on leave in India (outside headquarters)	-	(i) For those belonging to Group "A" of Para 2 : Chief or Principal Medical officer of Govt. in a District or Presidency Surgeon or Govt. Medical Officer of equivalent rank in a city. (ii) For those belonging to Groups 'B' and 'C' of para 2. Assistant Surgeon of Govt. in a District or Govt. Medical Officer of equivalent rank in a city.

(b) "Hospital" means the Technology Hospital at Kharagpur.

*(c) The term "Family" means a staff member's wife or husband, as the case may be, parents, legitimate children and step children wholly dependent on him.

(d) The term "leave" includes vacation.

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* Amended vide Ministry of Education letter No. F-20-32/63-T.6 dated 16 December, 1963.

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

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

5. Medical attendance includes attendance at the hospital or at the residence of the member of staff or at the consulting room of the authorised medical attendant by arrangement with him. Medical treatment means the use of all medical and surgical facilities available at the hospital in which the individual is treated.

It also includes the employment of such pathological, bacteriological, radiological or other methods as, are considered necessary by the authorised medical attendant and also the supply of such medicines, vaccines sera or other therapeutic substances as are not available in the Hospital.

Notes: (1) Treatment as an outdoor patient in the Technology Hospital is generally free. If a member of the staff or a member of his family attends the Technology Hospital as an outdoor patient and if the authorised medical attendant prescribes the medicines which he purchases from the market, then the cost of' medicines may be refunded on Essentiality Certificates being produced in the forms enclosed as Appendix A to E.

(2) The cost of pathological, bacteriological, or radiological examination employed on the advice of the Authorised Medical Attendant for purpose of diagnosis shall be allowed provided such examinations are conducted at a State or State-aided Hospital or Laboratory.

6. Dental treatment is not covered by these provisions, but if the diagnosis of the physiological or other disability from which a member of the staff is suffering indicate 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 jaw bone disease, wholesale removal of teeth etc. It does not include scaling of teeth, treatment of Pyorrhoea and Gingivitis or the free supply of artificial denture or treatment from a private dentist or outside the hospital, even on the advice of the authorised medical attendant.

7. (i) Ordinarily a member of the staff (including members of his family) will be entitled to treatment free of charges, as an indoor patient at the Technology Hospital, or under arrangement with the Chief Medical Officer, I.I.T. (or in his absence the Medical Officer, I.I.T.) at any hospital approved by the Board, where adequate facilities for treatment of the particular case may be available.

(ii) Those members of the staff who are at present governed by Central Government Medical Attendance Rules will be entitled to similar benefits as outlined in para (i) above for purpose of Hospital treatment.

8. No reimbursement of expenses for provision of spectacles is admissible.

9. No reimbursement of charges for special nursing will be admissible unless it is certified by 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 where hardship is involved. In such cases a member of the staff should bear up to 25 per cent of his monthly pay for the period for which special nursing was necessary the rest being borne by the Institute.

10. Charges for diet or provision (at the request of a member of the staff) of accommodation superior to that to which he is entitled shall not be reimbursable.

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

*(ii) Diet charges paid at Hospitals for officials drawing pay less than Rs. 400/- p.m. in Ordinary Cases and Rs. 640/- for Tubercular and Mental diseases are allowed. The cost of any special articles of diet not ordinarily provided by the hospitals to its in-patients is, however, not refundable.

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* Substituted vide Ministry of Education letter No. F1l-8/78-T.6 dated 1 October, 1980. Effective from 29 September. 1980.

11. When the place at which a patient falls ill is not the headquarters of the authorised medical attendant:

(a) the patient shall be entitled to travelling allowance for the journey to and from such headquarters; or

(b) if the patient is too ill to travel, the authorised medical attendant shall be entitled to travelling allowance for the journey to and from the place where the patient resides.

12. Applications for traveling allowance under paragraph 11 shall be accompanied by a certificate in writing by the authorised medical attendant stating that medical attendance was necessary and if the application is under clause (b) of paragraph 11 that the patient was too ill to travel.

13. If the authorised 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 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 Medical Officer to attend on the patient.

14. A patient sent under clause (a) of paragraph 13 shall, on production of a certificate in writing by the authorised medical attendant in this behalf, be entitled to travelling allowance for the journey to and from the headquarters of the Specialist or other Medical Officer.

15. A Specialist or other Medical Officer summoned under clause (b) of paragraph 13 shall on production of a certificate in writing by the authorised medical attendant in this behalf, be entitled to traveling allowance for the journey to and from the place where the patient resides.

16. Travelling allowance admissible under paragraphs 11 and 13 shall be calculated as for a journey on tour but no daily allowance for halts will be admissible.

17. Where a member of the staff or the member of his family is entitled to treatment in a hospital free of charge under this schedule, any amount paid by him on account of such treatment shall, on production of such a certificate in the form appended hereto as Annexure B by medical authorities of the hospital in this behalf, be reimbursed to him by the Institute.

18. If the authorised medical attendant is of the opinion that owing to the severity of the illness a patient cannot be given treatment at the Technology Hospital or nearest authorised hospitals, the patient may receive treatment at his residence.

19. In the cases referred to in paragraph 18 of the individual receiving treatment at his residence, 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.

20. 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 as is prescribed by the Board from time to time.

21. In the case of families of members of the staff, cost of special medicines will be reimbursable only when they are prescribed for the patient by the authorised medical attendant when the patient is attended to either in the hospital or at the consulting room of the authorised medical attendant or when the patient is undergoing treatment at the out-patients' department of a State or State-aided Hospital.

22. The family of a member of the staff who could not be provided with living accommodation within the Institute campus or who is on duty or leave/vacation in India (outside headquarters) may receive medical treatment as an indoor or outdoor patient in a State or State-aided Hospital.

23. Charges for services rendered in connection with medical attendance and/or treatment of a member of the family of a member of the staff should be paid by him to the hospital authorities. The Institute will reimburse the cost of medical attendance and/or treatment on the production of the hospital bills, duly countersigned, save in the case of such bills of Government hospital, by the authorised medical attendant.

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

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

25. Medical treatment shall include confinement of a member of the staff's wife in a hospital. Pre-natal and post-natal treatment at the residence of the member of the staff is not allowed.

Note: Anesthetic fees and charges for pre-natal and post-natal treatment received at the hospital or at the consulting room of the authorised medical attendant including the cost of medicines prescribed are reimbursable.

26. The following instructions shall also be adhered to in submitting claim bills for reimbursement of medical expense:-

(i) The bills should be duly supported by the requisite receipts, cash memos, prescriptions, essentiality certificates, and other relevant documents. The Forms are reproduced as Appendices A, B, C, D & E.

(ii) It should be ensured that the medicines, the cost of which is claimed for reimbursement are not those 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.

(iii) Necessary vouchers and receipts should be attached to the bill in support of claims for reimbursement of charges for tests conducted in 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, boarding, diet, nursing, special nursing, and medicines and that only admissible items is claimed.

[*](v) Reimbursement of the cost of medicines of Indian systems of medicine and Homeopathy is also admissible.

[†]27. Bills for reimbursement of medical expenses from the members of staff of the Institute shall be countersigned by the Director of the Institute and the Director, may, at his discretion delegate this work to Deputy Director and the Registrar.

Note: The Director shall be the Controlling Authority in respect of his own Medical Attendance Bill.

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[*] Amended vide Ministry of Education letter No. F-24-7/65-T.6 dated 16 October, 1968.

[†] Incorporated vide Ministry of Education letter No. F-11-4/78-T.6 dated 23 February, 1979 and 15 July, 1983. Effective from 16 February 1979.

APPENDIX A

FORM FOR TREATMENT BY AUTHORISED MEDICAL ATTENDANT AT TECHNOLOGY HOSPITAL OR OTHERWISE

Certificate granted to Mrs./Mr./Miss .....……..…… wife/son/daughter of Mr. ..... employed in the ....……

Essentiality Certificate A

(To be completed in the case of patients who are not admitted to hospital for treatment)

I, Dr ..... ……hereby certify:-

(a) that the injections administered are not for immunising or prophylactic purposes;

(b) that the patient has been under treatment at the Technology Hospital/my consulting room and that the undermentioned medicines prescribed by me in this connection were essential for the recovery/ prevention of serious deterioration in the condition of the patient. The medicines are not stocked in the Technology Hospital for supply to private patients and do not include proprietary preparations for which cheaper substances of equal therapeutic value are available nor preparations which are primarily foods, toilets or disinfectants:

Name of medicine	Price
1.	
2.	
3.	
4.	
5.	
6.	

(c) that the patient is/was suffering from ……..and is/was under my treatment from…….. to ……..;

(d) that the patient is/was not given pre-natal or post-natal treatment;

(e) that the X-ray, laboratory tests etc., for which the expenditure of Rs…… was incurred were necessary and were undertaken on my advice at the S.E. Railway Hospital;

(f) that I referred the patient to Dr…… for specialist consultation; and

(g) that the patient did not require/required hospitalization.

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Dated……19…..

Medical Officer-in-Charge,
Technology Hospital.

N.B. Certificates not applicable should be struck off, certificate (c) is compulsory and must be filled by the Medical Officer in all cases.

APPENDIX B

FORM FOR TREATMENT AT A HOSPITAL

Essentiality Certificate B

(To be completed in the case of patients who are admitted to a hospital for treatment)

PART A

(To be signed by the Medical Officer-in-Charge of the case at the hospital)

I, Dr ..... …… hereby certify:-

(a) that the patient was admitted to hospital on the advice of/on my advice Dr……..(Name of the Medical Officer);

(b) that the patient has been under treatment at the…….. Hospital and that the undermentioned medicines prescribed by me in this connection were essential for the recovery/prevention of serious deterioration in the condition of the patient. The medicines are not stocked in the …… hospital for supply to private patients and do not include proprietary preparations for which cheaper substances of equal therapeutic value are available nor preparations which are primarily foods, toilets or disinfectants;

Name of medicine	Price
1.	
2.	
3.	
4.	
5.	

(c) that the injections administered were not for immunising or prophylactic purposes;

(d) that the patient is/was suffering from …… and is/was under my treatment from…….to …… ;

(e) that the X-ray, laboratory tests etc., for which an expenditure of Rs…… was incurred, were necessary and were undertaken on my advice at ……(name of the hospital) or ……..(laboratory);

(f) that I called in Dr. …… for specialist consultation.

Dated…….19…….. .....……..……..

Signature and Designation of the Medical Officer-in-Charge of the case at the hospital.

PART B

I hereby certify that the patient has been under treatment at the ……. Hospital and that the services of the special nurses, for which an expenditure of Rs. …… was incurred vide bills and receipts attached; were essential for the recovery/prevention of serious deterioration in the condition of the patient.

Signature of the Medical Officer-in-Charge of the case at the Hospital

COUNTERSIGNED

Medical Superintendent
……. Hospital

I certify that the patient has been under the treatment at the …….. Hospital and the facilities provided were the minimum which were essential for the Patient's treatment.

Place : ……... ……

Date : …….. *Medical Superintendent,*

…….Hospital.

N.B. Certificates not applicable should be struck off.
Certificate (d) is compulsory and must be filled by the Medical Officer in all cases.

APPENDIX C

MEDICAL CLAIM FORM I

Application for claiming refund of Medical expenses incurred in connection with Medical attendance and/or treatment of members of the Indian Institute of Technology and their families.

N.B.- Separate form should be used for each patient

1.	Name and designation of claimant (in Block letters)	
2.	Office in which employed	Indian Institute of Technology, Kharagpur.
3.	Pay as defined in rules and other emoluments which should be shown separately	Rs. ……..p.m.
4.	Place of duty	Indian Institute of Technology, Kharagpur.
5.	Actual residential address	
6.	Name of the patient and his/her relationship to the member of the staff.	
7.	Place at which the patient fell ill	
8.	Nature of illness and its duration	

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DETAILS OF THE AMOUNT CLAIMED

(i) Fees for consultation indicating:

(a) The name and designation of the medical officer consulted and the hospital or dispensary to which attached;

(b) the number and dates of consultation and the fee paid for each consultation;

(c) Whether consultations were had at hospital, at the consulting room of the medical officer or at the residence of the patient.

(ii) Charges for pathological, bacteriological, radiological or other similar tests undertaken during diagnosis indicating :

(a) The name of the hospital or laboratory where the tests were undertaken; and

(b) Whether the tests were undertaken, on the advice of the authorised medical attendant. If so, a certificate to that effect should be attached.

(iii) Cost of medicines purchased from the market.

(List of medicines, cash memos, and the essentiality certificates should be attached.

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9. Total amount claimed
10. List of enclosures

DECLARATION TO BE SIGNED BY THE MEMBER OF THE STAFF

I hereby declare that

(i) the claim is genuine

(ii) the statements made in this application are true to the best of my knowledge and belief.

(iii) the person for whom the medical expenses were incurred is wholly dependent upon me and is not an earning member of the family.

Date ……19….

…….....

Signature of the member of the staff
I.I.T., Kharagpur

Certified that the claim

(i) is covered by the rules and orders on the subject

(ii) is supported by bills, receipts and others; and

(iii) was not drawn before.

Date ……19….

……
Accounts officer,
I.I.T., Kharagpur.

Countersigned and the expenditure sanctioned.

Date ……19….

……..……
Director/Registrar,
I.I.T., Kharagpur

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APPENDIX D

MEDICAL CLAIM FORM II

Application for claiming refund of Medical expenses incurred in connection with Medical attendance and/or Treatment of members of the Indian Institute of Technology and their Families.

(N.B.- Separate form should be used for each patient)

1. Name and designation of claimant (in Block letters)	
2. Office in which employed	Indian Institute of Technology, Kharagpur.
3. Pay as defined in rules and any other emoluments which should be shown separately	Rs. ……..p.m.
4. Place of duty	Indian Institute of Technology, Kharapur.
5. Actual residential address	
6. Name of the patient and his/her relationship to the member of the staff. (N.B. – In the case of children state age also)	
7. Place at which the patient fell ill	
8. Nature of illness and its duration	

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DETAILS OF THE AMOUNT CLAIMED
Hospital Treatment

Charges for hospital treatment, indicating separately the charges for -

(i) Accommodation (ward charges only)

(State whether it was according to the status or pay of the Member of the Staff and in cases where the accommodation is higher than the status of the Member of the Staff, a certificate should be attached to the effect that the accommodation to which he was entitled was not available.)

(ii) Surgical operation or medical treatment

(iii) Pathological, bacteriological, radiological or other similar tests indicating-

(a) The name of the hospital or laboratory at which undertaken.

(b) Whether undertaken on the advice of the Medical Officer-in-Charge of the case at the hospital. If so, a certificate to the effect should be attached.

(iv) Medicines

(v) Special medicines.

(List of medicines, cash memos, and the essentiality certificate should be attached).

(vi) Ordinary Nursing.

(vii) Special Nursing, i.e. nurses specially engaged for the patient. State whether they were employed on the advice of the Medical Officer-in-Charge of the case at the hospita1 or at the request of the member of the staff or patient. In the former case a certificate from the Medical Officer-in-Charge of the case and countersigned by the Medical Superintendent of the hospital should be attached.

(viii) Ambulance charges.
(State the journey - to and from undertaken)

(ix) Any other charges, e.g., charges for electric light, fan, heater, air-conditioning, etc.
(State also whether facilities referred to are, a part of the facilities normally provided to all patients and no choice was left to the patient.)

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NOTE 1: If the treatment was received by a member of the staff at his residence, give particulars of such treatment and attach a certificate from the authorised medical attendant as required by rules.

NOTE 2: If treatment was received at a hospital other than a Government hospital, necessary details and the certificate of the authorised medical attendant that the requisite medical treatment was not available in any nearest Government hospital should be furnished.

9. Total amount clamed

10. List of enclosures

DECLARATION TO BE SIGNED BY THE MEMBER OF THE STAFF

I hereby declare that

(i) the claim is genuine.

(ii) the statements made in this application are true to the best of my knowledge and belief.

(iii) the person for whom the medical expenses were incurred is wholly dependent upon me and is not an earning member of the family.

Date …… ……

Signature of the member of the staff
I.I.T., Kharagpur

Certified that the claim

(i) is covered by the rules and orders on the subject
(ii) is supported by bills, receipts and others; and
(iii) was not drawn before.

Date …… ……..……

Accounts officer,
I.I.T., Kharagpur.

Countersigned and the expenditure sanctioned.

Date ……19…. …....……

Director/Registrar,
I.I.T., Kharagpur

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APPENDIX E

MEDICAL CLAIM FORM III

Application for claiming refund of Medical expenses incurred in connection with Medical Attendance and/or treatment of members of the Indian Institute of Technology and their families.

Consultation with Specialist

Fees paid to as specialist or a Medical Officer other than the authorised medical attendant, indicating-

1. (a) The name and designation of the Specialist or Medical Officer consulted, and the hospital, to which attached;

   (b) number and dates of consultations and the fee charged for each consultation;

   (c) whether consultation was had at the consulting room of the Specialist or Medical Officer or at the residence of the patient;

   (d) whether the Specialist or Medical Officer was consulted on the advice of the authorised medical attendant and if so, a certificate to that effect should be attached.

2. Total amount clamed
3. List of enclosures

DECLARATION TO BE SIGNED BY THE MEMBER OF THE STAFF

I hereby declare that

(i) the claim is genuine

(ii) the statements made in this application are true to the best of my knowledge and belief.

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(iii) the person for whom the medical expenses were incurred is wholly dependent upon me and is not an earning member of the family.

Date ……19…. ……..……

Signature of the member of the staff
I.I.T., Kharagpur

Certified that the claim

(i) is covered by the rules and orders on the subject

(ii) is supported by bills, receipts and others; and

(iii) was not drawn before.

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Date ……19…. ……

Accounts officer,
I.I.T., Kharagpur.

Countersigned and the expenditure sanctioned.

Date ……19…. ……

Director/Registrar,
I.I.T., Kharagpur

APPENDIX F

Certain simple instructions to be noted by the member of the staff to whom the Medical attendance rules apply.

(1) First find out who is your authorised medical attendant.

(2) Whenever you need medical attendance and/or treatment for yourself or your family, consult your authorised medical attendant first. As the medical attendance rules turn round him, you will not be entitled to any reimbursement unless you consult him and proceed in accordance with his advice.

(3) Once you are admitted as an in-patient in a hospital under advice of your authorised medical attendant you are bound by the rules and procedure followed in that particular hospital. Rules and procedure vary from hospital to hospital.

(4) At the time of leaving the hospital after treatment get all the certificates required from the hospital authorities and also bills etc. countersigned by them for the purpose of claiming refund of expenses incurred.

(5) In the case of families also, you should consult your authorised medical attendant before admitting a female member of your family in any of the hospitals recognised for the purpose.

(6) Prefer your claims for refund of medical expenses incurred in the form appended, giving all the particulars called for therein and also attaching all the certificates required to be produced under the rules. This will avoid as far as possible delay in settling your claims.

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SCHEDULE B

(see Statute 15(17.)

CONDUCT RULES

1. Application

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

2. Definitions

In this schedule unless the context otherwise requires:

(a) "Competent authority" means.

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

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

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

(i) the wife, child or 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 her 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 Institute employee, but does not include a wife or husband legally separated from the employee or child or step-child who is no longer in any way dependent upon him or her, or whose custody the employee has been deprived of by law.

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

3. General

(a) Every employee shall at all times maintain absolute integrity and devotion to duty, and also be strictly honest and impartial in his official dealings.

(b) An employee should at all times be courteous in his dealings with other members of the staff, students and members of the public.

(c) Unless otherwise stated specifically in the terms of appointment, every employee is a wholetime employee of the Institute, and may be called upon to perform such duties, as may be assigned to him by

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 Institute.

(d) An employee shall be required to observe the scheduled hours of work during which he must be present at the place of his duty.

(e) Except for valid reasons and/or unforeseen contingencies no employee shall be absent from duty without prior permission.

(f) No employee shall leave station except with the previous permission of proper authority, even during leave or vacation.

(g) Whenever leaving the station, an employee shall inform the Head of the Department to which he is attached, or Director if he is himself the Head of a Department, the address where he would be available during the period of his absence from station.

4. Taking part in politics and election

(i) No employee shall take part in politics or be associated with any party or organisation which takes part in political activity, nor shall subscribe in aid of or assist in any manner any political movement or activity.

(ii) No employee shall canvass or otherwise interfere or use his influence in connection with or take part in any election to legislative body or local authority.

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

5. Connection with Press or Radio or Patents

(1) No employee shall, except with the previous sanction of the competent authority, own wholly or in part, or conduct, or participate in the editing or managing of any newspaper or other periodical publications.

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

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

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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 administrative matters. They shall be free from all political tinge. Publication of articles relating to India's boundary areas and the tribal population in such areas is prohibited without previous permission of the competent authority.

6. Criticism of the Institute

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

(i) which has the effect of an adverse criticism of any current policy or action of the Institute; or

(ii) which is capable of embarrassing the relations between the Institute and the Central Government or any State Government or any other Institute or organisation or members of the public.

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

7. Evidence before Committee or any other authority

(1) Save as provided in sub-paragraph (3) below, no employee shall, except with the previous sanction of the competent authority, give evidence in connection with any inquiry conducted by any person, committee or authority.

(2) Where any sanction has been accorded under sub-paragraph (1) no employee giving such evidence shall criticise the policy or any action of the Institute or the Central Government or any State Government.

(3) Nothing in this paragraph shall apply to:

(a) evidence given at any inquiry before any authority appointed by the Institute, by Parliament or by a State Legislature; or

(b) evidence given in any judicial inquiry; or

(c) evidence given at any departmental inquiry ordered by the Institute authorities.

8. Unauthorised communication of information

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

9. Gifts

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

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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 acceptance of remuneration as may be laid down by the Board.

11. Investments, lending & borrowing

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

(2) No employee shall lend money at interest to any person nor shall he borrow money from any person with whom he is likely to have official dealings.

12. Insolvency, habitual indebtedness and Criminal Proceedings

(1) An employee shall so manage his private affairs as to avoid habitual indebtedness or insolvency. When an employee is found liable to arrest for debt or has recourse to insolvency or when it is found that a moiety of his salary is continuously being attached, he may be liable to dismissal. An employee who becomes the subject of legal proceeding for insolvency shall forthwith report full facts to the Institute.

(2) An employee who gets involved in some criminal proceedings shall immediately inform the competent authority through the Head of the Department to which he is attached, irrespective of the fact whether he has been released on bail or not.

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

13. Movable, Immovable and Valuable Property

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

14. Vindication of acts and character of employees

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

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

15. Marriages, etc.

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

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

16. Representations

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

(b) No employee shall be signatory to any joint representation addressed to the authorities for redress of any grievance or of any other matter.

17. Punishment, Appeals, etc.

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

18. Interpretation

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

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***SCHEDULE* C**

CONTRIBUTORY PROVIDENT FUND OF THE INDIAN INSTITUTE OF TECHNOLOGY, KHARAGPUR

[*See Statue* 18(1)]

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

(a) every employee of the Institute who is permanently appointed either for the first time or re-appointed as a permanent employee on and from the 1st day of April, 1957.

(b) such of the permanent employees covered by Section 5(1) of the Schedule to the Act, and Statutes 13 and 14 who had opted for the Institute's terms and conditions of service as laid down in Statute 15;

(c) persons appointed on contract, the terms whereof make such persons eligible for contributing to the Fund.

*(d) Reemployed pensioners, subject to the conditions prescribed by the Government of India from time to time in respect of persons governed by the Government Contributory Provident Fund rules.
Provided that no employee of the Institute shall be entitled to the benefits of the Fund, whose services in the Institute entitle him for a pension and gratuity on whose account the Institute contributes towards pension or who has been appointed by the Institute on a consolidated salary or on special terms which exclude the benefits of this fund.

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

†Arrears of subscriptions in such cases may be paid in not more

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* Inserted vide Ministry of Education letter No. F-20-32/63-T.6 dated 16.12.1963.

† Amended vide Ministry of Education letter No. F-20-32/63-T.6 dated 16.12.1963.

than 12 monthly instalments for each year of service. The Institute's contribution may 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 released in full.

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

(3) Persons referred to in clause (b) of sub-para (1) shall be entitled to subscribe to the fund as from the first day of April 1957 and arrears of subscription in such cases may be paid in not more than 36 monthly instalments beginning from not later than first day of March 1959.

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

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

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

(i) "Accounts Officer" means the Accounts Officer of the Institute;

(ii) "Audit Officer" means the (Internal) Audit Officer of the Institute;

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[*] Added vide Ministry of Education letter No. F-24-44/66-T.6 dated 12 December, 1968. Effective from December 2, 1968.

[†] Substituted vide Ministry of Education letter No. F-11-7/68-T.6 dated 8 May, 1969. Effective from May 7, 1969.

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

(iv) "family" means -

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

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

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

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

Note I. - Children means legitimate children.

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

(v) 'Foreign service' means service in which an employee of the Institute receives his substantive pay with the sanction of the Board from any source other than the fund of the Institute;

(vi) 'Fund' means the Contributory Provident Fund of the Institute;

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

(viii) 'Pay' means the amount drawn monthly by an employee of the Institute as-

(i) the pay, other than special pay or pay granted in view of his personal qualification, which has been sanctioned for a post held by him substantively or in an officiating capacity;

(ii) special pay and personal pay, and

(iii) any other remuneration which may be specially classed as pay by the Board;

(ix) 'Subscription' means the amount paid by the subscriber and contribution means the amount contributed by the Institute;

(x) 'Year' means a financial year.

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3. Constitution and Management of the Fund

*(1) The Fund, which shall be maintained in rupees shall be constituted with subscriptions paid by the subscribers and contributions made by the Institute and shall include interest paid to the credit of the account of the subscribers under subparagraph (i) of paragraph 10.

(2) The management of the Fund is invested in the Board. Subject to the control and direction of the Board, the Director shall administer the fund for and on behalf of the Board.

(3) The Fund shall be deposited, in the name of the Fund, with the State Bank of India. The deposits be made as soon as possible after the monthly accounts are closed.

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* Substituted vide Ministry of Education letter No. F-11-5/68-T.6 dated 6 May, 1969. Effective from May 3, 1969

[*](4) The Institute may invest such part of the Fund, 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 Institute as Miscellaneous receipts. All investments and securities shall be held in the name of the Institute.

4. Nomination

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

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

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

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[*] Substituted vide Ministry of Education letter No. F·11-5/68-T.6 dated 6 May, 1969. Effective from May 3, 1969. Resubstituted vide Ministry of Education letter No. J 11011/7/77/T.6 dated 20 July, 1979. Effective from 25 July, 1979.

[†] Inserted vide Ministry of Education letter No. F-11-1/66-T.6 dated 1/3 February, 1977.

(3) Every nomination shall be in such one of the Forms set forth in Appendix II as is appropriate in the circumstances.

(4) A subscriber may, at any time, cancel his nomination by sending a notice in writing to the Registrar.

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

(5) A subscriber may provide in a nomination -

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

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

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

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

(6) Immediately on the death of a nominee in respect of whom no special provision has been made in the nomination under clause (a) of sub-para (5) or on the occurrence of any event by reason of which the nomination becomes invalid in pursuance of clause (b) of sub-para (5) or the proviso thereto, the subscriber shall send to the Registrar a notice in writing cancelling the nomination together with a fresh nomination made in accordance with the provisions of this para.

(7) Every nomination made and every notice of cancellation given by a subscriber shall, to the extent that it is valid, take effect, on the date on which it is received by the Institute.

(8) An up-to-date Register shall be maintained by the Institute to record all nominations.

5. Subscribers' Accounts

An account shall be opened in the name of each subscriber in the Form set forth in Appendix III, in which shall be shown -

(i) the subscriber's subscriptions;

(ii) contributions made under para 9 by the Institute to his account;

(iii) interest, as provided by para 10, on subscriptions;

(iv) interest, as provided by para 10, on contributions; and

(v) advance and withdrawals from his account.

6. Conditions and Rates of Subscriptions

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

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

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

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[*](b) It may be any sum not less than $8\frac{1}{3}$ percent of the emoluments and not more than his total emoluments.

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

(a) In the case of a subscriber who was in permanent service of the Institute on the 31st March of the preceding year, the emoluments to which he was entitled on that date;

(b) In the case of a subscriber who was not in permanent service of the Institute on the 31st March of the preceding year, the emoluments to which he was entitled on the first day of his permanent service.

[†](c) In the case of a subscriber who was on leave on the 31st March of the preceding year and elected not to subscribe during such leave or was under suspension on the said date; his emoluments to which he was entitled on the first date after his return to duty.

[‡](d) In the case of a subscriber who was on deputation out of India on the 31st March of the preceding year or was on leave on the said date and continues to be on leave and has elected to subscribe during such leave, his emoluments shall be the emoluments to which he would have been entitled had he been on duty in India.

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

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

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

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[*] Amended vide Ministry of Education letter No. F-20-32/63-T.6 dated 16 December 1963.

[†] Added vide Ministry of Education letter No. F-20-32/63-T.6 dated 16 December. 1963.

[‡] Added vide Ministry of Education letter No. F-20-32/63-T.6 dated 16 December 1963.

8. Realisation of Subscriptions

(1) When emoluments are drawn from the Funds of the Institute, recovery of subscriptions on account of these emoluments and of the principal and interest of advance shall be made from the emoluments themselves.

(2) When emoluments are drawn from any other source, the subscriber shall forward his dues monthly to the Institute.

9. Contribution by the Institute

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

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

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

(2) The contribution shall be a sum representing $8\frac{1}{3}$ per cent of the emoluments of the subscriber, drawn on duty during the year or for a period in the year as the case may be.

(3) Should a subscriber elect to subscribe during leave, his leave salary shall, for the purpose of this rule, be deemed to be emoluments drawn on duty.

(4) The amount of any contribution payable in respect of a period of foreign service shall, unless it is recovered from the employer, be recovered by the Institute from the subscriber.

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

(6) A person referred to in provision (b) of para 1(1) shall be entitled to an opening balance as on 1-4-57 to an amount representing -

(a) The Institute's contribution at the rate of $6\frac{1}{4}$ per cent of the pay drawn by him during the period of his continuous and pensionable service under the Central Government or State Government prior to 1st April 1957 ; and

(b) Simple interest at the rate of 2 per cent per annum on the amount of contribution under (a) above for the entire period specified in the said item.

10. Interest

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

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

(i) on the amount at the credit of a subscriber on the 31st March of the preceding year, less any sums withdrawn during the current year interest for twelve months;

(ii) on sums withdrawn during the current year interest from the 1st April of the current year up to the last day of the month preceding the month of withdrawal;

(iii) on all sums credited to the subscriber's account after the 31st March of the preceding year interest from the date of deposit up to 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 at 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 up to the date on which the amount standing at the credit of the subscriber becomes payable.

(3) For the purpose of this para, 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 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 at the credit of a subscriber up to the close of the month preceding that in which payment is made or up to the end of sixth month after the month in which such amount became payable whichever of these periods be less.

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

11. Advance from the Fund

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

(a) No advance shall be granted unless the sanctioning authority is satisfied that the applicant's pecuniary circumstances justify it, and that it will be expended on the following object or objects and not otherwise;

[*](i) to pay expenses in connection with the prolonged illness or confinement of the applicant or any person actually dependent on him;

(ii) to pay for the overseas passage for reason 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 applicants' 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 is not less than three years;

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[*] Amended vide Ministry of Education letter No. F-24-3/65-T.6 dated 10 January 1969. Effective from 8 January 1969.

[†] Inserted vide Ministry of Education letter No. F-24-3/65-T.6 dated 10 January, 1969. Effective from 8 January 1969.

[‡] Inserted vide Ministry of Education letter No. F-24-3/65-T.6 dated 10 January, 1969. Effective from 8 January 1969.

[*](vi) to meet the cost of his defence where the subscriber is prosecuted by the government or Institute in any court of law or where the subscriber engages any legal practitioner to defend him in an enquiry in respect of any alleged official misconduct on his part;

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

[†](viii) To meet the cost of a plot or construction of a house or a ready built flat for his residence or to make any payment towards the allotment of a plot or a ready built flat by a State Housing Board or House Building Cooperative Society.

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

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

(b) 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.

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[*] Inserted vide Ministry of Education letter No. F-24-3/65-T.6 dated 10 January, 1969. Effective from 8 January 1969.

[†] Inserted vide Ministry of Education letter No. F-11-3/80-T.6 dated 24 March 1982. Effective from 15 March 1982.

[‡] Inserted vide Ministry of Education letter No. F-24-3/65-T.6 dated 10 January 1969. Effective from 8 January 1969.

[§] Inserted vide Ministry of Education letter No. F-11-L/70-T.6 dated 29 June 1971. Effective from 22 June 1971.

[*](c) An advance shall not, except for special reasons, be granted until after the final repayment of all previous advances together with interest thereon.

(d) The sanctioning Authority shall record in writing the special reasons where advance is sanctioned for such reasons.

(e) An application for temporary advance from the Fund shall be submitted in the Form set forth in Appendix IV.

12. [†](1) A temporary advance from the Fund to the subscribers other than the Director will be sanctioned by the Director, who may, at his discretion, delegate this work to the Deputy Director and the Registrar.

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

13. (1) An advance shall be recovered from the subscriber in such number of equal monthly instalments as the sanctioning authority may direct; but such number shall not be less than twelve unless the subscriber so elects, or in any case more than twenty-four.

A subscriber may, at his option, make repayment in a smaller number of instalments than that prescribed. Each instalment shall be a number of whole rupees, the amount of the advance being raised or reduced, if necessary, to admit of the fixation of such instalments.

[‡](2) Recovery shall be made in the manner provided in paragraph B 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.

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.

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[*] Amended vide Ministry of Education letter No. F-11-L/70-T.6 dated 29 June 1971. Effective from 22 June 1971.

[†] Amended vide Ministry of Education letter No. F-24-7/65-T.6 dated 16 October 1968. Effective from 18 September 1968.

[‡] Substituted vide Ministry of Education letter No. F-24-3/65-T.6 dated 10 January 1969. Effective from 8 January 1969.

(3) If more than one advance has been made to a subscriber, each advance shall be treated separately for the purpose of recovery.

(4) After the principal of the advance has been fully repaid, interest shall be paid thereon at the rate of one-fifth per cent of the principal for each month or broken portion of a month during the period between the drawal and complete repayment of the principal.

(5) Interest shall ordinarily be recovered in one instalment in the month after complete repayment of the principal; but if the period referred to in sub-para (4) exceeds twenty months, interest may, if the subscriber so desires be recovered in two equal monthly instalments. The method of recovery shall be that provided in sub-para (2). Payment shall be rounded off 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.

14. Subject to the conditions specified hereunder, in the case of withdrawal made by the Director from the Fund may be sanctioned by the Chairman and by the Director in any other case at any time;

(A) after the completion of twenty years of service (including broken periods of service, if any) or a subscriber or within ten years before the date of his retirement on superannuation, whichever is earlier from the amount of subscription and interest thereon standing to the credit of the subscriber in the Fund for one or more of the following purposes, namely:

(i) for meeting the cost of higher education, including where necessary, the travelling expenses of the subscriber or any child of the subscriber in the following cases namely:

(a) for education outside India for academic, technical, professional or vocational course beyond the High School stage; and

(b) for any medical, engineering or other technical or specialized course in India beyond the High School stage;

(ii) for meeting the expenditure in connection with the betrothal / marriage of the subscriber or his sons or daughters, and any other female relation actually dependent on him;

(iii) for meeting the expenses in connection with the illness including where necessary, the travelling expenses, of the subscriber and members of his family or any person actually dependent on him;

(B) after the completion of fifteen years of service, (including broken period 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, namely :-

(i) for constructing or acquiring a suitable house or a ready built flat for his residence including the cost of the land;

(ii) for repaying an outstanding amount on account of loan expressly taken for constructing or acquiring a suitable house or a ready built flat for his residence;

(iii) for purchasing a plot of land for constructing a house thereon for his residence or repaying any outstanding amount on account of loan expressly taken for this purpose;

(iv) for reconstructing or making additions or alterations to a house or a ready built flat already owned or acquired by the subscriber;

(v) for renovation, making additions or alterations or upkeep of an ancestral house at a place other than the place of duty or to a house built with the assistance of loan from Government at a place other than the place of duty;

(vi) for constructing a house on a plot of land purchased under clause (c)

(C) Within six months before the date of the subscriber's retirement, from the amount standing to his credit in the Fund for the purpose of acquiring a farm land or business premises or both.

15. (1) Any sum withdrawn by a subscriber at any one time for one or more of the purpose 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 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 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 in such number of monthly instalments, as may be determined by the Institute.

[*]**16**. A subscriber who has already drawn or may draw in future an advance under para 11 for any of the purposes specified in clauses (a), (b) and (c) of sub-para (i) 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.

17. Payments towards Insurance Policies and Family Pension Funds

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 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;

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[*] Substituted vide Ministry of Education letter No. F-24-3/65-T.6 dated 10 January 1969. Effective from 8 January 1969.

(ii) purchase of a single payment insurance policy;

(iii) payment of a single premium or subscriptions to a family pension fund.

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

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

(2) A policy which has been assigned to the subscriber's wife shall not be accepted unless either the policy is first 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 Institute by means of an endorsement made on the policy itself in Form (1) or Form (2) or Form (3) of the Forms given in Appendix V according as the policy is on the life of the subscriber or on the joint lives of the subscriber and his wife or the policy has previously been assigned to the subscriber's wife.

(4) Notice of assignment of a policy shall be given by the subscriber to the Insurance Company, and the acknowledgement of the notice by the Insurance Company shall be sent to the Registrar within three months of the date of assignment.

(5) Where an Insurance policy has been assigned to the Institute, the Registrar shall satisfy himself by referring to the Insurance Company, where possible, that no prior assignment of the policy exists.

19. (1) Except in the cases of the Hindu Family (Pension) Annuity Fund and the Postal Life Assurance Policies in respect of which subscriptions or premiums which are paid by the Institute to the extent of recoveries actually made from the monthly salary bills, the Institute will not make any payment on behalf of subscribers to Insurance Companies, nor take steps to keep a policy alive.

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

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

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

(4) Any amount withdrawn under clause (a) or (b) of para 17 shall be paid in whole rupees rounded off 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 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 withdraws any amount standing to his credit in the Fund for any of the purposes specified in clause (b) of para 17 he shall continue to pay to the Fund the subscriptions payable under para 7.

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

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

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

(a) quits the service, or

(b) has proceeded on leave preparatory to retirement and applied to the Institute for reassignment or return of the Policy, or

(c) while on leave, has been permitted to retire or declared by competent medical authority to be unfit for further service and applies to the Institute for re-assignment or return of policy, or

(d) pays or repays to the Fund the whole of any amount withheld or withdrawn from the Fund for any of the purposes mentioned in sub-clause (ii) of clause (a) of para 17 and sub-clauses (i) and (ii) of clause (b) of para 17 with interest thereon at the rate provided in para 10.

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

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

24. If a policy assigned in favour of the Institute under 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 for any cause whatsoever, the provident fund account of the subscriber shall forthwith be reimbursed by the amount of the refund, if any, secured by the subscriber from the family pension fund which amount shall, in default of reimbursement, be deducted from the subscriber's emoluments by instalments or otherwise, as the Board may direct.

(2) If the Institute receives notice of –

(a) an assignment (other than an assignment in favour of the Institute under para 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 Registrar shall not –

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

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

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 utilised 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 the subscriber's emoluments, recoveries shall be made in monthly instalments of moieties of his emoluments till the entire amount recoverable is paid by him.

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

27. 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 Statutes come into force, have been substituting in whole or in part, payments towards policies of life insurance for subscriptions to the Fund or making withdrawals from the Fund for such payments :

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

28. Circumstances in which Accumulations are payable

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

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

29. When a subscriber -

(a) has proceeded on leave preparatory to retirement or if he is employed in a vacation department, on leave preparatory to retirement combined with vacation, or

(b) while on leave, has been permitted to retire on declared by competent medical authority to be unfit for further service,

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

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

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

(i) when the subscriber leaves a family -

(a) if a nomination made by the subscriber in accordance with the provisions of para 4 in favour of a member or members of his family subsists, the amount standing to his credit in the Fund or

the part thereof to which the nomination relates, shall become payable to his nominee or nominees in the proportion specified in the nomination;

(b) if no such nomination in favour of a member or members of the family of the subscriber subsists, or if such nomination relates only to a part of the amount standing to his credit in the Fund, the whole amount or the part thereof to which the nomination does not relate, as the case may be, shall notwithstanding any nomination purporting to be in favour of any person or persons other than a member or members of his family, become payable to the members of his family in equal shares:

Provided that no share shall be payable to -

(1) sons who have attained majority;

(2) sons of a deceased son who have attained majority;

(3) married daughters whose husbands are alive;

(4) married daughters of a deceased son whose husbands are alive if there is any member of the family other than those specified in clauses (1),(2),(3) and (4):

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

Notes :- (i) Any sum payable under these rules to a member of the family of a subscriber vests in such member under sub-section (2) of section 3 of the Provident Fund Act, 1925.

(ii) When the subscriber leaves no family if a nomination made by him in accordance with the provisions of para 4 in favour of any person or persons subsists, the amount standing to his credit in the Fund or the part thereof to which the nomination relates, shall become payable to his nominee or nominees in the proportion specified in the nomination.

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

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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 Funds Act 1925, are applicable to the whole amount or the 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 :-

(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 three years, a post the maximum of the pay scale of which is Rs. 1300/- or more;

(ii) Rs. 2500/- 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. 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. 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.

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[*] Inserted vide Ministry of Education letter No. F-16-24/78-T.6 dated 1 March 1979. Effective from 8 January 1975.

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 balance 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 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 those rules.

Note 5: (a) In case of an employee of the Institute who has been admitted to the benefits of the Fund under Statute 18(2) / Statute 18A(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 Officer 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.

31. Deductions

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

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

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

[*](b) any amount, if a subscriber resigns his employment with the Institute, within five years of the commencement thereof or ceases to be an employee of the Institute, otherwise than by reasons of superannuation or a declaration made by competent medical authority that he is unfit for future service.

Provided that in the case of an employee on contract, the Institute's contribution towards the provident fund and other benefits shall be payable

(i) in full, if the full period of contract is served;

(ii) in proportion, if the contract is terminated earlier, provided the termination of the contract is in accordance with the terms provided in it.

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

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

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[*] Substituted vide Ministry of Education letter No. F-11-3/78-T.6 dated 7 June 1980. Effective from 3 June 1980.

[†] Amended vide Ministry of Education letter No. F:24:7/65-T.6 dated 16 October 1968. Effective from 18 September 1968.

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

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

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

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

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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) desire 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 proviso 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.

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APPENDIX I

[See para 1(5)]

FORM OF DECLARATION

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

Dated this …… Day of 19

Signature of subscriber

Two witnesses to the signature

1. …….
2. ……..

APPENDIX II

[See para 4(3)]

FORM OF NOMINATION

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

I hereby nominate the person mentioned below, who is a member of my family as defined in para 2 of the provisions governing the Contributory Provident Fund of the Indian Institute of Technology, Kharagpur 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. ……..

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

I hereby nominate the persons mentioned below, who are members of my family as defined in para 2 of the provisions governing the Contributory Provident Fund of the Indian Institute of Technology, Kharagpur 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 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

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Dated this …….. Day of …… 19

at ……

Signature of subscriber

Two witnesses to the signature
1. ……..
2. ……..

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

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

I, having no family as defined in para 2 of the provisions governing the Contributory Provident Fund of the Indian Institute of Technology, Kharagpur, 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

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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.

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

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

Name and address of the nominee	Relationship with subscriber	Age	*Amount of share of accumulations to be paid to each	†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

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Dated this ……. Day of …….. 19
at ……

Two witness to the signature

1. ……
2. ……

Signature of subscriber

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

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

APPENDIX
INDIAN INSTITUTE OF
Contributory Provident Fund

Account No …….
Date of receipt of …… Name ……..
Nomination ……

YEAR 19 19

SUBSCRIPTIONS						INSTITUTE'S CONTRIBUTION			
Month	Emolu-ments	Subs-cription	Refunds of with-drawal	Total	With-drawals	Monthly balance on which interest is calculated	Pl. see below	With-drawals	remarks
April									
May									
June									
July									
August									
September									
October									
November									
December									
January									
February									
March									
Journal entries									
Total :									

		Subscriber's emoluments drawn on duty or	
Balance from 19 19	----	Institute's cont. Rs. ……. @ 8⅓%	----
Deposits and refunds as above	----	Balance from 19 19	----
Interest for 19 19	----	Interest for 19 19	----
Total	----	Total	----
Deduct withdrawals as above	----	Deduct withdrawals as above	----
Balance as on March 31, 19	----	Balance on March, 31, 19	----

Calculated by :
Checked by :

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III
TECHNOLOGY, KHARAGPUR
Ledger (See para 5)

Designation ..... Joined on .....

YEAR 19 19								
SUBSCRUITIONS						INSTITUTE'S CONTRIPUTION		
Emolument	Subscription	Refunds of withdrawal	Total	With-drawals	Monthly balance on which interest is calculated	Please see below	Withdrawal	remarks

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during leave or on deputation abroad.

Balance from 19 19	----------	Institute's cont. Rs. ..... @ $8\frac{1}{3}\%$	----------
Deposits and refunds as above	----------	Balance from 19 19	----------
Interest for 19 19	----------	Interest for 19 19	----------
Total	----------	Total	----------
Deduct withdrawals as above	----------	Deduct withdrawals as above	----------
Balance as on March 31, 19	----------	Balance on March, 31, 19	----------
		Calculated by :	
		Checked by :	

APPENDIX IV

[See para 11]

Form of application for a temporary advance from the Contributory Provident Fund

1. Name of the subscriber & his Account Number
2. Designation
3. Pay
4. Balance of subscription at credit of the subscriber on the date of application
5. Amount of advance required
6. Purpose for which the advance is required –

   Para 11(a) of the Contributory Provident Fund Rules.
7. Number (and amount) of monthly instalments in which the advance is proposed to be repaid
8. Amount of Advance of advances last taken, if any. State particulars of the advance, date on which taken, instalment 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.

Signature of the applicant

The particulars against item 3, 4, 8 & 9 have been verified to be correct.

Signature
Account Officer

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APPENDIX IV (contd.)

(Remarks of the Recommending Authority)

No. …… Dated, the ……

Forwarded to the ……..

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

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

Signature ……

Designation ……

No. …… Dated, the ……

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

Signature ……..

Designation ……..

Note: (i) The application should in the first instance be submitted to the Registrar, who, after obtaining necessary certificate from the Accounts Officer, submit the application, with his recommendations, to the Director for sanction or submit it to the higher authority, after obtaining the Director's recommendations, as the case may be.

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

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APPENDIX V

(See para 18)

FORM OF ASSIGNMENT

(1)

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

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

Dated this …….. day of ……19

Station …….

One witness to signature Signature of Subscriber

(2)

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

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

Dated this …….. day of ……19

Station …….

One witness to signature Signature of Subscriber and the Joint assured

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

(3)

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

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

Dated this …….. day of ……19

Station …….

Signature of the assignee

One witness to signature **and subscriber**

(4)

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

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

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 …….

One witness to signature **Signature of Subscriber**

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APPENDIX VI

(See para 23)

FORM OF REASSIGNMENT AND ASSIGNMENT BY THE INDIAN INSTITUTE OF TECHNOLOGY, KHARAGPUR.

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

Dated this …… day of ……19

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

(One witness who should add
his designation and address) Signature of the Registrar

(2)

The above named ……. having died on the day of …….. 19 , the Indian Institute of Technology, Kharagpur do hereby assign the within policy of assurance to ……[*]

Dated this …….. day of ……19

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

(One witness who should add
his designation and address) (Signature of the Registrar)

(3)

FORM OF REASSIGNMENT BY THE
INDIAN INSTITUTE OF TECHNOLOGY, KHARAGPUR

The Indian Institute of Technology, Kharagpur doth hereby reassign the within policy to the said ……

Dated this …….. day of ……19

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

(One witness who should add
his designation and address) (Signature of the Registrar)

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

APPENDIX VII

(See para 35)

SUBSCRIBER'S STATEMENT OF ACCOUNT FOR THE YEAR ENDING 31.03.19

Name of Subscriber …….

Number of Account ……..

Particulars	Opening balance	Deposits	Interest	Total	Withdrawals	Closing balance
Subscriptions and refunds of withdrawals						
Institute contributions						
Total:						

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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.

Date: ……

Accounts Officer,
Indian Institute of Technology,
Kharagpur

(Portion to be returned to the Accounts Officer)

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

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

Dated..... *Signature of subscriber*

SCHEDULE D

LEAVE PROVISIONS

[See Statute 19(1)]

1. Applicability

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

2. Definitions

In this Schedule unless the context otherwise require –

(a) 'Commuted Leave' means leave as provided under paragraph 17.

(b) 'Completed years of service' means continuous service of the specified duration under the Institute and includes periods spent on duty as well as on deputation and extraordinary leave.

(c) `Earned Leave' means leave earned in respect of periods spent on duty.

(d) 'Half-pay Leave' means leave earned in respect of completed years of service calculated according to the provisions hereinafter contained.

[*](e) 'Leave' includes earned leave, half-pay leave, commuted leave, leave not due and extra-ordinary leave.

[†](f) 'Sabbatical Leave' means leave granted to any member of the Academic Staff referred to in Clause (a) of Statute 11 for 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 Board by the Director and to the Director by the other members of the staff.

(2) Leave may be sanctioned by the Director or by a member of the staff to whom the power has been delegated by the Director.

(3) The Board may sanction leave to the Director, but the Director can avail himself of casual leave on his own authority.

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[*] Substituted vide Ministry of Education letter No. F-25-1/64-T.6 dated 14 May 1969. Effective from 9 May 1969.

[†] Inserted vide Ministry of Education letter No. F-24-42/63-T.6 (Vol. III) dated 26 February 1976. Effective from 25 February 1976.

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 exigencies of service, the whole or any portion of the earned leave so denied even though it extends to a date beyond the date on which such member of the staff must 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 proviso had he retired on the date of compulsory retirement;

(ii) after the expiry of the period of extension;

(a) the earned leave which could have been granted to him under the preceding proviso, had he retired on the date of compulsory retirement, diminished by the amount of such leave as availed of during the period of extension; and

(b) any leave earned during the period of extension as has been formally applied for as preparatory to final cessation of his duties in sufficient time during the period of extension and refused to him on account of exigencies of public service;

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

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

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

8. Conversion of one kind of leave into another leave

*(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 a leave of different kind which may be admissible as on the day on which the member of staff proceeded on leave, but the member of the staff cannot claim such conversion as a matter of right.

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

9. Rejoining of duty on return from leave on Medical grounds

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

10. Rejoining of duty before the Expiry of leave

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

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* Amended vide Ministry of Education letter No. F-25-1/64-T.6 dated 14 May 1969. Effective from 9 May 1969.

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) Extra-ordinary Leave
(h) Maternity Leave
(i) Hospital Leave
*(j) Quarantine Leave
*(k) Leave not due
≠(l) Sabbatical Leave

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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.

α(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

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* Added vide Ministry of Education letter No. F-25-1/64-T.6 dated 14 May 1969. Effective from 9 May 1969.

≠ Added vide Ministry of Education letter No. F-24-42/63-T.6 (Vol. lII) dated 26 February, 1976. Effective from 25 February, 1976.

** Amended vide Ministry of Education letter No. F-25-1/64-T.6 dated 14 May 1969. Effective from 9 May 1969.

α Substituted vide Ministry of Education letter No. F-25-1/64-T.6 dated 14 May 1969. Effective from 9 May 1969.

holidays whether intervening, prefixed or suffixed, shall not be counted as casual leave.

(3) Casual leave can not be combined with any other kind of leave.

[#](4) * * *

[ϒ]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 Institute or Conferences and scientific gatherings of learned and professional societies in the interest of the Institute;

(iii) required to be absent for any other purposes approved by the Board of Governors.

(2) The period of such leave admissible in a year shall ordinarily not exceed fifteen days but should, however, be sufficient to cover the period of absence necessary. The conditions under which such leave will be granted, if necessary, be laid down by the Board.

15. Special Leave

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

[*] Provided that Sabbatical leave shall be admissible to a member of academic staff –

(i) after completion of six years' continuous service or more, with the Institute.

(ii) Where he avails of special leave, after the completion of six years' service or more with the Institute 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.

[#] Omitted vide Ministry of Education Letter No. F-24-39/65-T.6 dated 14 January1969

[ϒ] Substituted vide Ministry of Education letter No. F-24-39/65-T.6 dated 14 January 1969. Effective from 9 January 1969.

[*] Inserted vide Ministry of Education letter No. F-24-42/63-T.6 (Vol. II) dated 26 February 1976. Effective from 25 February 1976.

16. Half-Pay Leave

(1) The half-pay leave admissible to a member of the staff in respect of each completed year of service shall be 20 days.

(2) Half-pay leave may be granted to a member of the staff on medical certificate or on private affairs. No half-pay leave may be granted to a member of the staff in temporary appointment except on medical certificate.

Provided that in case of a temporary member of staff, no half-pay leave will be granted unless the authority competent to sanction leave is ready to believe that the officer will return to duty on the expiry of the leave, except in the case of an officer who has been declared completely and permanently incapacitated for further service by medical authorities.

[*](3) * * *

17. Commuted Leave

[†](1) Commuted leave not exceeding half the amount of half-pay leave may be granted on medical Certificate to a member of the staff subject to the following conditions.

[‡](a) * * *

(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 up to a maximum of 180 days may be allowed to be commuted during the entire service where such leave is utilized for an approved course of study such as a course which is certified to be in public interest by the leave sanctioning authority.

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[*] Omitted vide Ministry of Education letter No. F-25-1/64-T.6 dated 14 May 1969. Effective from 9 May 1969.

[†] Amended vide Ministry of Education letter No. F-25-1/64-T.6 dated 14 May 1969. Effective from 9 May 1969.

[‡] Omitted vide Ministry of Education Letter No. F-11-5/78-T.6 dated 25 February 1979. Effective from 16 February 1979.

[§] Relettered as clause (a) and (b) vide Ministry of Education letter No. F-11-5/78-T.6 dated 23 February 1979. Effective from 16 February 1979.

[**] Inserted vide Ministry of Education letter No. F-11-5/78-T.6 dated 16 July 1978. Effective from 11 April 1975.

18. Earned leave

Earned leave admissible to members of vacation staff

(1) During the period of one academic year, the period of vacation for an employee entitled to it will be 60 days.

(2) In case such a member of staff is required to remain on duty during the whole or any part of the vacation he shall be eligible to the following amount of earned leave on full pay:-

Duration of Duty during vacation	*Eligibility to earned leave on full pay*
Entire vacation	30 days
Part of vacation	$30 \times \frac{No.\ of\ days\ of\ vacation\ not\ availed\ of}{No.\ of\ days\ of\ the\ entire\ vacation}$

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 employee shall be credited with earned leave in advance in two instalments 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.

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

(6) A member of the staff shall cease to earn such leave when the earned leave amounts to 180 days.

(7) The maximum amount of earned leave that can be granted to a member of the staff at a time shall be 120 days. Earned leave may be granted for a period exceeding 120 days if the entire leave so granted

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[*] Amended vide Ministry of Education letter No. F-11-4/68-T.6 dated 15 July 1970. Effective from 9 March 1970. Substituted vide Ministry of Education letter No. F-11-6/76-T.6 dated 16 July 1978. Effective from 1 January 1977.

[†] Substituted vide Ministry of Education letter No. F-11-6/76-T.6 dated 16 July 1978. Effective from 1 January 1977.

[‡] Substituted vide Ministry of Education letter No. F-11-6/76-T.6 dated 16 July 1978. Effective from 1 January 1977.

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 staff concerned specifically applied in writing for the grant of extra ordinary leave.

[†](2) The period of extra-ordinary 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 extra-ordinary 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 extra-ordinary leave on anyone occasion shall not exceed the following limits :-

(i) three months

(ii) Six months, in case of employee who has completed three years continuous service on the date of expiry of the leave admissible to him under the rules, and his request for such leave is supported by a Medical certificate.

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

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

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[*] Amended vide Ministry of Education letter No. F-25-1/64-T.6 dated 14 May 1969. Effective from 9 May 1969.

[†] Substituted vide Ministry of Education letter No. F-25-1/64-T.6 dated 14 May 1969. Effective from 9 May 1969.

(4) The authority empowered to grant leave may commute retrospectively period of absence without leave into extra-ordinary leave.

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

20. Maternity Leave

[*](1) (a) Maternity leave may be granted to a woman member of the staff on full pay for a period upto 90 days from the date of its commencement.

(b) Maternity leave may also be granted on full pay 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 medical certificate.

(2) Maternity leave shall not be debited to the leave account.

(3) Maternity leave may be combined with leave of 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 expose them to such illness or injury and whose appointing authority is the Director.

∗(2) Hospital leave may be granted on leave salary, either average or half average as the authority granting it may consider necessary.

[‡](3) Members of staff eligible for Hospital leave will be entitled to such leave without any restriction on the quantum of leave and the leave can be granted for such period as is considered necessary by the authority competent to grant it.

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[*] Substituted vide Ministry of Education letter No. F-11-1/80-T.6 dated 3 November 1980. Effective from 1 November 1980.

[†] Amended vide Ministry of Education letter No. F-25-1/64-T.6 dated 14 May 1969. Effective from 9 May 1969.

[‡] Substituted vide Ministry of Education letter No. F. 25-1/64-T.6 dated 14 May 1969. Effective from 9 May 1969.

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

[*]21. A. Quarantine Leave

(1) Quarantine Leave is granted when a member of staff is precluded under orders of the competent medical authority from attending office in consequence of an infectious disease in his family or household. Such leave can be granted only on the certificate of a medical or public health officer. Maximum duration of Quarantine leave is ordinarily twenty one days and may be extended upto thirty days in exceptional circumstances. Any absence beyond these limits has to be treated as regular leave. A member of staff on Quarantine leave is not treated as absent from duty and his pay is not interrupted.

(2) Quarantine leave is not admissible if the member of staff himself is suffering from an infectious disease.

(3) Cholera, Small pox, Plague, Diptheria, Typhus fever and Cerebrospinal Meningetis can be treated as infectious diseases for the grant of Quarantine leave. In the case of Chicken pox, however, no Quarantine leave can be granted unless the Health Officer considers that in view of some doubt about the nature of the disease there is reasons for grant of such leave.

[†]21-B. Leave not Due

(1) Save as in the case of leave preparatory to retirement, leave not due may be granted to a permanent member of staff both on medical certificate and on private affairs for a period not exceeding 360 days during his entire service out of which not more than 180 days in all can be on private affairs.

(2) Leave not due shall be granted to a member of staff only if the sanctioner's authority is satisfied that there is reasonable chance of the members of staff returning to duty on expiry of leave and shall be limited to half pay leave which he is likely to earn thereafter.

(3) Leave not due is admissible when no other kind of leave is due and admissible.

(4) A member of staff while on leave not due is entitled to the same leave salary as during half-pay leave.

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[*] Inserted vide Ministry of Education letter No. F. 25-1/64-T.6 dated 14 May 1969. Effective from 9 May 1969.

[†] Inserted vide Ministry of Education Letter No. F. 25-1/64-T.6 dated 14 May 1969. Effective from 9 May 1969.

[*]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 field,

(d) to visit or work in a University, Industry or Government research laboratories in India and abroad; and

(e) any other purposes for the academic development of the staff member, as approved by the Board of Governors.

(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 including vacations, if any but the board may grant in addition any other leave upto a maximum of 120 days which the member might have earned during the service at the Institute;

(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 allowances 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 organisation 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 Institute for a minimum period of three years on return to duty.

22. Vacation and leave salary

(1) An employee of the Institute entitled to vacation shall be eligible for pay and allowances at full rates during the period of vacation.

[†](2) (a) Except as provided in (b) below, a member of staff on earned leave is entitled to the leave salary equal to the average monthly pay drawn during the 10 complete months immediately preceding

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[*] Inserted vide Ministry of Education letter No. F. 24-42/63-T.6 (Vol. II) dated 26 February 1976. Effective from 25 February 1976.

[†] Substituted vide Ministry of Education letter No. F. 11-8/68-T.6 dated 18 January 1969 and 4 February 1969.

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 paragraph 2(a) or 2(b), as the case may be subject to a maximum of Rs. 750/- provided that the limit will not apply if the leave is on medical grounds.

(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 or increase in pay shall be given from the day following the date of expiry (last day) of the leave as such, without prejudice to the normal date of increment.

24. Limit of total Absence

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

[‡]25. Cash equivalent of leave salary in certain cases

In case an employee dies 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 the time of retirement on superannuation in one lump sum as a one time settlement subject to a maximum of 180 days and further subject to other conditions laid down by the government from time to time.

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[*] Substituted vide Ministry of Education Letter No. F. 11-5/78-T.6 dated 23 February 1979. Effective from 1 March 1976.

[†] Substituted vide Ministry of Education letter No. F. 1/8/68-T.6 dated 18 January 1969 and 4 February 1969.

[‡] Inserted vide Ministry of Education Letter No. F. 11-6/78-T.6 dated 16 July 1978. Effective from 1 January 1977.

[§] Inserted vide Ministry of Education Letter No. F. 11-5/78-T.6 dated 23 February 1979. Effective from 30 September 1977.

*SCHEDULE 'E'

(See Statute 18A)

CONTRIBUTORY PROVIDENT FUND-CUM-GRATUITY OF THE INDIAN INSTITUTE OF TECHNOLOGY, KHARAGPUR

1. Application, etc.

(1) The provisions contained in this Schedule shall apply to the employees specified in clause (1) of Statute 18A.

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

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

2. Definition

In this Schedule, unless the context otherwise requires :

(i) 'Accounts Officer' means the Accounts Officer of the Institute;

(ii) 'Audit Officer' means the (Internal) Audit Officer of the Institute;

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

(iv) 'family' means -

(a) in the case of a male subscriber; the wife or wives and children of a subscriber, and the 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

* Added vide Ministry of Education Letter No. F. 24-23/75-T-6 dated 6 January 1971.

community to which she belongs to be entitled to maintenance she shall henceforth be deemed to be no longer a member of the subscriber's family in matters to which this schedule relates, unless the subscriber subsequently indicates by express notification in writing to the Registrar that she shall continue to be so regarded;

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

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

Note I : 'Children' means legitimate children.

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

(v) 'foreign service' means service in which an employee of the Institute receives his substantive pay with the sanction of the Board from any source other than the fund of the Institute.

(vi) 'Fund' means the new Contributory Provident Fund of the Institute;

(vii) 'Leave' means any variety of leave provided for in Schedule 'D' as may applicable to the subscriber;

(viii) 'Pay' means the amount drawn monthly by an employee of the Institute as -

(a) the pay, other than special pay or pay granted in view of his personal qualification, which has been sanctioned for a post held by him substantively or in an officiating capacity.

(b) special pay and personal pay, and

(c) any other remuneration which may be specially classed as pay by the Board.

(ix) 'Subscription' means the amount paid by the subscriber and

'contribution' means the amount contributed by the Institute.

(x) 'Year' means a financial year.

3. Constitution and Management of the Fund

(1) The Fund, which shall be maintained in rupees, shall be constituted with subscriptions paid by the subscribers and contributions made by the Institute and shall include interest paid to the credit of the account of the subscribers under the sub-paragraph (1) of paragraph 10.

(2) The management of the Fund is vested in the Board. Subject to the control and direction of the Board, the Director shall administer the fund for and on behalf of the Board.

(3) The Fund shall be deposited, in the name of the Fund, with the State Bank of India. The deposits be made as soon as possible after the monthly accounts are closed.

*(4) The Institute 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 realised on such investments being credited to the Institute as Miscellaneous Receipts. All investments and securities shall be held in the name of the Institute.

4. Nomination

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

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

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

Note: In this Paragraph, unless the context otherwise requires, 'person'

* Substituted vide Ministry of Education Letter No. J 11011/7/77-T.6 dated 20 July 1979. Effective from 25 June 1979.

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 nominee in such manner as to cover the whole of the amount that may stand to his credit in the Fund at any time.

(3) Every nomination shall be in such one of the Forms set forth in Appendix II as is appropriate in the circumstances.

(4) A subscriber may, at any time, cancel his nomination by sending a notice in writing to the Registrar:

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

(5) A subscriber may provide in a nomination -

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

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

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

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

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

(6) Immediately on the death of a nominee in respect of whom no special provision has been made in the nomination under clause (a) of sub-para (5) or on the occurrence of any event by reason of which the nomination becomes invalid in pursuance of clause (b) of sub-para (5) or the proviso thereto, the subscriber shall send to the Registrar a notice in

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writing cancelling the nomination together with it fresh nomination made in accordance with the provisions of this paragraph.

(7) Every nomination made and every notice of cancellation given by a subscriber shall, to the extent that it is valid, take effect, on the date on which it is received by the Institute:

(8) An up-to-date Register shall be maintained by the Institute to record all nominations.

5. Subscriber's Account

An account shall be opened in the form set forth in appendix III, in which shall be shown :

(i) the subscriber's subscriptions;

(ii) contributions made under paragraph 9 by the Institute to his account;

(iii) interest, as provided by paragraph 10, on subscription;

(iv) interest, as provided by paragraph 10, on contribution; and

(v) advance and withdrawals from his account.

6. Conditions and Rates of Subscriptions

(1) Every subscriber shall subscribe monthly to the Fund when on duty or on foreign service but not during a period of suspension :

Provided that a subscriber on re-instatement after a period passed under suspension shall be allowed the option of paying in one sum, or in instalments, any sum not exceeding the maximum amount of arrears of subscriptions permissible for that period.

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

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

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

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

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

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

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

(2) For the purpose 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 a part of a month and on leave for the remainder of the month and if he has elected not to subscribe during the leave the amount of subscription payable shall be proportionate to the number of days spent on duty in the month.

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

8. Realisation of Subscriptions

(1) When emoluments are drawn from the funds of the Institute, recovery of subscriptions on account of these emoluments and of the principal and interest of advance shall be made from the emoluments themselves.

(2) When emoluments are drawn from any other source, the subscriber shall forward his dues monthly to the Institute.

9. Contribution by the Institute

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

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

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

(2) The contribution shall be a sum representing 8 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.

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(3) Should a subscriber elect to subscribe during leave, his leave salary shall, for the purpose of this rule, be deemed to be emoluments drawn on duty.

(4) The amount of any contribution payable in respect of a period of foreign service shall, unless it is recovered from the employer, be recovered by the Institute from the subscriber.

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

10. Interest

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

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

(i) on the amount at the credit of a subscriber on the 31st March of the preceding year, less any sums withdrawn during the current year - interest for twelve months;

(ii) on sums withdrawn during the current year…. interest from the 1st April of the current year up to the last day of the month preceding the month of withdrawal;

(iii) on all sums credited to the subscriber's account after the 31st March of the preceding year - interest from the date of deposit up to the 31st March of the current year;

(iv) the total amount of interest shall be rounded to the nearest rupee in the manner provided in sub-paragraph (5) of Paragraph 9.

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

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

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

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(4) In all cases interest will be paid in respect of balance at the credit of a subscriber up to the close of the month preceding that in which payment is made or up to the end of sixth month after the month in which such amount became payable whichever of the periods be less.

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

11. Advance from the Fund

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

(a) No advance shall be granted unless the sanctioning authority is satisfied that the applicant's pecuniary circumstances justify it, and that it will be expended on the following object or objects and not otherwise;

(i) to pay expenses in connection with the prolonged illness or confinement of the applicant or any person actually dependent on him;

(ii) to pay for the overseas passage for reasons of health or education of the applicant or any person actually dependent on him;

(iii) to pay obligatory expenses on a scale appropriate to the applicant's status in connection with marriages, funerals or ceremonies which by religion it is incumbent on him to perform;

(iv) to pay for expenses outside India in connection with the education, beyond high school stage, of the applicant or any person actually dependent on him;

(v) to pay for expenses of the applicant or any person actually dependent on him in connection with any medical, engineering or other technical or specialised course or other general higher education in India beyond the high-school stage:

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

(vi) to meet the cost of his defense where the subscriber is prosecuted by the Government or Institute in any' court of law or where the subscriber engages any legal practitioner to defend him in an enquiry in respect of any alleged official misconduct on his part;

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

[*](viii) To meet the cost of a plot or construction of a house or a ready built flat for his residence or to make any payment towards the allotment of a plot or a ready built flat by a State Housing Board or House Building Co-operative Society.

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

(b) An advance shall not, except for special reasons, exceed three months' pay, and shall in no case exceed the amount of subscription and interest thereon standing to the credit of the subscriber in the Fund.

(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 advance is sanctioned for such reasons.

(e) An application for temporary advance from the Fund shall be submitted in the Form set forth in Appendix IV.

12. (1) A temporary advance from the Fund to the subscriber other than the Director shall be sanctioned by the Director, who may, at his discretion, delegate this work to the Deputy Director and the Registrar.

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

13. (1) An advance shall be recovered from the subscriber in such number of equal monthly instalments as the sanctioning authority may direct; but

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[*] Added vide Ministry of Education Letter No. F. 11-3/80-T.6 dated 24 March 1982. Effective from 15 March 1982.

such number shall not be less than twelve unless the subscriber so elects, or in any case not more than twenty-four. A subscriber may, at his option, make repayment in a smaller number of instalments than that prescribed. Each instalment shall be a number of whole rupees, the amount of the advance being raised or reduced, if necessary, to admit of the fixation of such instalments.

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

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

(3) If more than one advance has been made to a subscriber, each advance shall be treated separately for the purpose of recovery.

(4) After the principal of the advance has been fully repaid, interest shall be paid thereon at the rate of one-fifth per cent of the principal for each month or broken portion of a month during the period between the drawal and complete repayment of the principal.

(5) (a) Interest shall ordinarily be recovered in one instalment in the month after complete repayment of the principal; but if the period referred to in sub-paragraph (4) exceeds twenty months, interest may, if the subscriber so desires be recovered in two equal monthly instalments and the 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. Withdrawal from the Fund

Subject to the conditions specified hereunder, In the case of withdrawal made by the Director from the Fund may be sanctioned by the Chairman and by the Director in any other case at any time;

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[*] Substituted vide Ministry of Education Letter No. F. 11-3/80-T.6 dated 24 March 1982. Effective from 15 March, 1982.

(A) 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 of subscription and interest thereon standing to the credit of the subscriber in the Fund for one or more of the following purposes, namely:

(i) for meeting the cost of higher education, including where necessary, the travelling expenses of the subscriber or any child of the subscriber in the following cases namely:

(a) for education outside India for academic, technical, professional or vocational course beyond the High School stage; and

(b) for any medical, engineering or other technical or specialised course in India beyond the High School stage;

(ii) for meeting the expenditure in connection with the betrothal / marriage of the subscriber or his sons or daughters, and any other female relation actually dependent on him;

(iii) for meeting the expenses in connection with the illness including where necessary, the travelling expenses, of the subscriber and members of his· family or any person actually dependent on him;

(B) after the completion of fifteen years of service, (including broken period 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, namely :-

(i) for constructing or acquiring a suitable house or a ready built flat for his residence including the cost of the land;

(ii) for repaying an outstanding amount on account of loan expressly taken for constructing or acquiring a suitable house or a ready built flat for his residence;

(iii) for purchasing a plot of land for constructing a house thereon for his residence or repaying any outstanding amount on account of loan expressly taken for this purpose;

(iv) for reconstructing or making additions or alterations to a house of a ready built flat already owned or acquired by the subscriber;

(v) for renovating, making additions or alterations or upkeep of an ancestral house at a place other than the place of duty or to a

house built with the assistance of loan from Government at a place other than the place of duty;

(vi) for constructing a house on a plot of land purchased under clause (c).

(C) Within six months before the date of the subscriber's retirement, from the amount standing to his credit in the Fund for the purpose of acquiring a farm land or business premises or both.

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

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

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

17. Payments towards Insurance Policies and Family Pension Funds

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

(a) (i) subscriptions to 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 family pension fund :

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

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

(2) A policy which has been assigned to the subscriber's wife shall not be accepted unless either the policy is first 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 Institute by means of an endorsement made on the policy itself in Form (1) or Form (2) or Form (3) of the Forms given in Appendix V according as the policy is on the life of the subscriber or on the joint lives of the subscriber and his wife or the policy has previously been assigned, to the subscriber's wife.

(4) Notice of assignment of a policy shall be given by the subscriber to the Insurance Company, and the acknowledgement of the notice by the Insurance Company shall be sent to the Registrar within three months of the date of assignment.

(5) Where an Insurance policy has been assigned to the Institute, the Registrar shall satisfy himself by referring to the Insurance Company, where possible, that no prior assignment of the policy exists.

19. (1) Except in the cases of the Hindu Family (Pension) Annuity Fund and the Postal Life Assurance Policies in respect of which subscription or premiums which are paid by the Institute to the extent of recoveries actually made from the monthly salary bills, the Institute shall not make any payment on behalf of subscribers to Insurance Companies, nor take steps to keep a policy alive.

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

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

Provided that the subscriber shall send to the Registrar, within a period of two months from the date of payment, receipts or certified copies of receipts in order to satisfy that the amount withdrawn was duly applied for the purpose 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-para (5) of paragraph 9 and paid by the subscriber as a subscription to the Fund.

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

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

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

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

(a) quits the service, or

(b) has proceeded on leave preparatory to retirement and applies to the Institute for 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 future service and applies to the Institute for re-assignment or return of policy, or

(d) pays or repays to the Fund the whole of any amount withheld or withdrawn from the Fund for any of the purposes mentioned in sub-clause (ii) of clause (a) of paragraph 17 and sub-clauses (i) and (ii) of clause (b) of paragraph 17 with interest thereon at the rate provided in paragraph 10; the Registrar shall, if the policy has been assigned in favour of the Institute under paragraph 18 re-assign the policy in the first Form set forth in Appendix VI to the subscriber, or to the subscriber and the joint assured, as the case may be, and make it over to the subscriber, together with a signed notice of the re-assignment addressed to the Insurance Company.

(2) Save as provided by sub-paragraph 25, when the subscriber dies before the service, the Registrar shall re-assign the policy in the Second Form set quitting 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 Institute under paragraph 18 matures before the subscriber quits the service, or if a policy on the joint lives of a subscriber and his wife, assigned under the said paragraph falls due for

payment by reason of the wife's death, the full amount of the policy shall, on realisation, be credited to the Fund of the subscriber.

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

(2) If the Institute receives notice of :-

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

(b) a charge of encumbrance on, or

(c) an order of a court restraining dealing with the policy or any amount realised thereon, the Registrar shall not :-

(i) re-assign or make over the policy as provided in paragraph 23;

(ii) realise the amount assured by the policy, as provided in paragraph 24, but shall forthwith refer the matter to the Board.

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26. Not withstanding anything contained in this schedule, if the sanctioning authority is satisfied that money with-held or withdrawn from the Fund under clause (a) or clause (b) of paragraph 17 has been utilised 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 instalments of moieties of his emoluments till the entire amount recoverable is paid by him.

Note: The 'emoluments' as used in this paragraph 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 have been substituting in whole or in part, payments towards policies of life insurance for subscriptions to the fund or making

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

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

28. Circumstances in which Accumulations are payable

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

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

29. When a subscriber **:-**

(a) has proceeded on leave preparatory to retirement or if he is employed in a vacation department, on leave preparatory to retirement combined with vacation, or

(b) while on leave, has been permitted to retire or declared by competent medical authority to be unfit for further service, the amount of subscriptions and interest thereon standing to his credit in the Fund shall, upon application made by him in that behalf to the Director, become payable to the subscriber.

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

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

(1) When the subscriber leaves a family –

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

(b) if no such nomination in favour of a member or members of the family of the subscriber subsists, or if such nomination relates only to a part of the amount standing to his credit in the Fund, the whole amount or the part thereof to which the nomination does not relate, as the case may be, shall notwithstanding any nomination purporting to be in favour of any person or persons other than a member or members of his family, become payable to the members of his family in equal shares.

Provided that no share shall be payable to:-

(1) Sons who have attained majority;

(2) Sons of a deceased son who have attained majority;

(3) Married daughters whose husbands are alive;

(4) Married daughters of a deceased son whose husbands are alive if there is any member of the family other than those specified in clauses (1), (2), (3) and (4) :

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

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

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

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

[*]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 :-

(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 three years, a post the maximum of the pay scale of which is Rs. 1300/- or more;

(ii) Rs.2500/- 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. 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.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.10000/-.

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

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[*] Inserted vide Ministry of Education letter No. F. 16-24/76-T.6 dated 1 March 1979. Effective from 8 January 1976.

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 balance 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 those subscribers to the Fund who arc transferred to an autonomous organisation 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 Institute who has been admitted to the benefits of the Fund under Statute 18(2) / Statute 18A(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 Officer 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.

31. Deductions

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

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

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

*(b) any amount, if a subscriber resigns his employment with the Institute within five years of the commencement thereof or ceases to be an employee of the Institute, otherwise than by reasons of superannuation or a declaration made by competent medical authority that he is unfit for further service.

Provided that in the case of an employee on contract, the Institute's contribution towards the provident fund and other benefits shall be payable-

(i) in full, if the full period of the contract is served;

(ii) in proportion if the contract is terminated earlier provided the termination of the contract is in accordance with the terms provided in it.

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

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

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

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* Substituted vide Ministry of Education letter No. F. 11-3/78-T.6 dated 7 June 1980. Effective from 3 June 1980.

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

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

Note : When the amount standing to the credit of a subscriber has become payable under paragraph 23, 29 or 30, the Institute shall make arrangement for prompt payment of that portion of the amount standing to the credit of a subscriber in regard to which there is no dispute or doubt, the balance being adjusted as soon after as may be.

33. Procedure

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 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 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.

36. Gratuity

(a) Gratuity shall be granted for good, efficient and faithful service to whole time employees of the Institute and shall exclude the following –

(i) Casual and non-regular employees;

(ii) employees on deputation;

(iii) employees on contract basis;

(iv) apprentices and trainees; and

(v) re-employed persons.

(b) It shall be granted in the following circumstances;

(i) Discharge on abolition of post;

(ii) permanent incapacity due to bodily or mental infirmity;

(iii) superannuation at the age of 60 years as provided in the Statute 15(2)/13(2) and;

(iv) Retirement after 30 years qualifying service;

Provided that –

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

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

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

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[*](d) (i) Gratuity shall be equal to one fourth of the emoluments for each completed six-monthly period of service subject to a minimum of $16\frac{1}{2}$ times the emolument or Rs.30000/- whichever be less.

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

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

[†]Explanation: For the purpose of this paragraph 'emoluments' means pay including dearness pay, if any, leave salary, or subsistence grant and includes any remuneration of the nature of pay (including dearness pay, if any) received in respect of the foreign service, immediately before his retirement or relinquishment of service, subject to a maximum of Rs.2500/- per month.

37. (1) Every employee shall make a nomination in the form at Appendix VIII conferring on one or more persons of his family the right to receive the gratuity in the event of his death while in service or after quitting service but before payment of gratuity is made, indicating the shares payable to each member. In the case of an employee having no family, the nomination may be made in favour of a person, or persons, or a body of persons, corporate or incorporate.

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[*] Amended vide Ministry of Education Letter No. F.11-6/76-T.6 dated 16 July 1978. Effective from 1 January, 1973.

[†] Amended vide Ministry of Education Letter No. F. 11-6/78-T.6 dated 16 July 1978. Effective from 1 January 1973.

(2) In the event of there being no nomination, the gratuity on death may be paid in the manner indicated below:

(a) if there are one or more surviving members of the family as in (i) to (iv) below, it may be paid to all such members other than any such member who is widowed daughter, in equal shares.

(b) If there are no such surviving members of the family but there are one or more surviving widowed daughters and/or more surviving members of the family as in (v) to (ix) below, the gratuity may be paid to all such members, in equal shares.

Explanation: For the purpose of this paragraph, 'Family' shall include the following:

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

(ii) husband in the case of female employee;

(iii) sons including step children and adopted children;

(iv) un-married 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.

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[*]**38.** When the Board is satisfied that the operation of any of these provisions causes or if likely to cause undue hardship to an employee, it may, not-withstanding anything contained in these provisions, deal with the cases of such employees in such manner as may appear to it to be just and equitable.

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[*] Added vide Ministry of Education letter No. F. 11-4/80-T.6 dated 18 June 1982. Effective from 29 May 1982.

APPENDIX – I

FORM I – APPLICATION FOR OPTION

[Statute 18 A(2)]

I, ……., an employee of the Indian Institute of Technology, Kharagpur hereby elect to be governed by the Contributory Provident Fund-cum-Gratuity Scheme as laid down in Statute 18A and in Schedule E to the Statutes of the Institute and relinquish my claim to be governed by all the terms and conditions including that of retirement benefits which were applicable to me immediately before the 1st January, 1971 I am aware of this fact that this election is final and that it shall take effect from the 1st January, 1971.

Signature…….

(Thumb impression, if illiterate)

Designation ……..

Witness : (1) Date of election ……..

(2)

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APPENDIX – I

FORM II – DECLARATION

[See paragraph-1(3)]

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

Dated this …… day of 19 . Signature of subscriber

Two witness to the signature.

1. ……

2. ……

APPENDIX – II

FORM OF NOMINATION

[See paragraph-4 (3)]

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

I hereby nominate the person mentioned below, who is a member of my family as defined in paragraph 2 of the provisions governing the Contributory Provident Fund-cum-Gratuity of the Indian Institute of Technology, Kharagpur 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 & relationship of the person if any, to whom the right of the nominee shall pass in the event of his predeceasing the subscriber

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Dated this ……. day of …….. 19 .

Two witness to the signature Signature of subscriber

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 paragraph 2 of the provisions governing the Contributory Provident Fund-cum-Gratuity Scheme of the Indian Institute of Technology, Kharagpur to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable, or having become payable, has not been paid and direct that the said amount shall be distributed among the said persons in the manner shown below against their names.

Name and address of the nominee	Relation- ship with subscriber	Age	*Amount of share of accumulations to be paid to each	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

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Dated this ……. Day of …….. 19 .

at ……..

Two witness to the signature

1. …….
2. …….

Signature of subscriber

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

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

I, having no family as defined in paragraph 2 of the provisions governing the Contributory Provident Fund-cum-Gratuity of the Indian Institute of Technology, Kharagpur 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 & relationship of the person, if any, to whom the right of the nominee shall pass in the event of his predeceasing the subscriber

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Dated this …… Day of ……. 19

at ……

Two witness to the signature

1. ……..
2. ……..

Signature of subscriber

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

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

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

Name and address of the nominee	Relationship with subscriber	Age	*Amount of share of accumulations to be paid to each	†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

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Dated this ……. Day of …….. 19

at ……

Two witness to the signature — Signature of subscriber

3. ……..

4. ……..

* 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
INDIAN INSTITUTE OF
Contributory Provident Fund

Account No …….
Date of receipt of …… Name ……..…….
Nomination ……

YEAR 19 19

SUBSCRIPTIONS						INSTITUTE'S CONTRIBUTION			
Month	Emolu-ments	Subs-criptior	Refunds of with-drawal	Total	With-drawals	Monthly balance on which interest is calculated	Pl. see below	With-drawals	remarks
April									
May									
June									
July									
August									
September									
October									
November									
December									
January									
February									
March									
Journal entries									
Total :									

Subscriber's emoluments drawn on duty or

Balance from 19 19	------	Institute's cont. Rs. …. @ 8⅓%	------
Deposits and refunds as above	------	Balance from 19 19	------
Interest for 19 19	------	Interest for 19 19	------
Total	------	Total	------
Deduct withdrawals as above	------	Deduct withdrawals as above	------
Balance as on March 31, 19	------	Balance on March, 31, 19	------

Calculated by :
Checked by :

IndiaCode

III

TECHNOLOGY, KHARAGPUR

Ledger (See para 5)

Designation …… Joined on ……

YEAR 19 19

SUBSCRUITIONS						INSTITUTE'S CONTRIPUTION		
Emolument	Subscription	Refunds of withdrawal	Total	With-drawals	Monthly balance on which interest is calculated	Please see below	Withdrawal	remarks

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during leave or on deputation abroad.

Balance from 19 19	------	Institute's cont. Rs..... @ $8\frac{1}{3}\%$	------
Deposits and refunds as above	------	Balance from 19 19	------
Interest for 19 19	------	Interest for 19 19	------
Total	------	Total	------
Deduct withdrawals as above	------	Deduct withdrawals as above	------
Balance as on March 31, 19	------	Balance on March, 31, 19	------
		Calculated by :	
		Checked by :	

APPENDIX IV

[See para 11]

Form of application for a temporary advance from the Contributory Provident Fund

11.	Name of the subscriber & his Account Number	
12.	Designation	
13.	Pay	
14.	Balance of subscription at credit of the subscriber on the date of application	
15.	Amount of advance required	
16.	Purpose for which the advance is required – Para 11(a) of the Contributory Provident Fund Rules.	
17.	Number (and amount) of monthly instalments in which the advance is proposed to be repaid	
18.	Amount of Advance of advances last taken, if any. State particulars of the advance, date on which taken, instalment of repayment and balance outstanding.	
19.	Whether any advance last taken is in course of repayment or 12 months have not elapsed since its complete repayment together with interest	
20.	Full particulars of the pecuniary circumstances of the subscriber justifying the application for the temporary withdrawal.	

Signature of the applicant

The particulars against item 3, 4, 8 & 9 have been verified to be correct.

Signature
Account Officer

rondcode

APPENDIX IV (contd.)

(Remarks of the Recommending Authority)

No. …… Dated, the ……

Forwarded to the ……

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

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

Signature ……

Designation ……

No. …… Dated, the ……

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

Signature ……..

Designation ……..

Note: (i) The application should in the first instance be submitted to the Registrar, who, after obtaining necessary certificate from the Accounts Officer, submit the application, with his recommendations, to the Director for sanction or submit it to the higher authority, after obtaining the Director's recommendations, as the case may be.

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

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APPENDIX V

(See para 18)

FORM OF ASSIGNMENT

(1)

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

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

Dated this …….. day of ……19

Station ……..

One witness to signature Signature of Subscriber

(2)

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

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

Dated this ……day of ……19

Station ……

Signature of Subscriber
and the Joint assured

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

(3)

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

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

Dated this …… day of ……19

Station …….

Signature of the assignee and subscriber

One witness to signature

(4)

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

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

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 …….

One witness to signature **Signature of Subscriber**

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APPENDIX VI

(See para 23)

FORM OF REASSIGNMENT AND ASSIGNMENT BY THE INDIAN INSTITUTE OF TECHNOLOGY, KHARAGPUR.

All sums which have become payable by the above-named …… under the provisions governing the Contributory Provident Fund, Indian Institute of Technology, Kharagpur having been paid and all liability for payment by him of any such sums in the future having ceased the Institute do hereby reassign the within policy of assurance to the said ….. ……
Dated this …… day of ……19
Executed by ……Registrar of the Institute
for and on behalf of the Indian Institute of Technology, Kharagpur
(One witness who should add
his designation and address) Signature of the Registrar

(2)

The above named ……. having died on the day of …… 19 , the Indian Institute of Technology, Kharagpur do hereby assign the within policy of assurance to ……[*]

Dated this …… day of ……19
Executed by ……Registrar of the Institute
for and on behalf of the Indian Institute of Technology, Kharagpur
(One witness who should add
his designation and address) (Signature of the Registrar)

(3)

FORM OF REASSIGNMENT BY THE INDIAN INSTITUTE OF TECHNOLOGY, KHARAGPUR

The Indian Institute of Technology, Kharagpur doth hereby reassign the within policy to the said ……

Dated this …….. day of ……19
Executed by ……Registrar of the
Indian Institute of Technology, Kharagpur
for and on behalf of the Indian Institute of Technology, Kharagpur

(One witness who should add
his designation and address) (Signature of the Registrar)

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

APPENDIX VII

(See para 35)

SUBSCRIBER'S STATEMENT OF ACCOUNT
FOR THE YEAR ENDING 31.03.19

Name of Subscriber …….
Number of Account ……..

Particulars	Opening balance	Deposits	Interest	Total	Withdrawals	Closing balance
Subscriptions 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.

Date: ……

Accounts Officer,
Indian Institute of Technology, Kharagpur

(Portion to be returned to the Accounts Officer)

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

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

Dated.....

Signature of subscriber

APPENDIX VIII
FORM OF NOMINATION
FORM I

[See Paragraph 37]

Nomination for Death-cum-Retirement Gratuity

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

I hereby nominate the person mentioned below, who is a member of my family, and confer on him the right to receive any gratuity that may be sanctioned by the Institute in the event of my death while in service and the right to receive on my death any gratuity which having become admissible to me on retirement may remain unpaid at my death –

Names and address of the nominee	Relationship with employee	Age	Contingencies on the happening of which the nomination shall become invalid	Name, address & relationship of the persons, if any, to whom the right conferred on the nominee shall pass in the event of the nominee predeceasing the employee or the nominee dying after the death of the employee but before receiving payment of the gratuity	* Amount or shares of gratuity payable to each

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

Dated this ……... day of 19 …… at …….

Two witnesses to the signature. Signature of the employee

1. ……
2. ……

Nomination by …… Signature of the Registrar

Designation ……

Department …… Date ……...

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

FORM II

[See Paragraph 37]

Nomination for Death-cum-Retirement Gratuity

When the member of staff has a family and wishes to nominate more than one member thereof:

I hereby nominate the persons mentioned below, who are a members of my family, and confer on them the right to receive to the extent specified below, any gratuity that may be sanctioned by the Institute in the event of my death while in service and the right to receive on my death, to the extend specified below any gratuity which having become admissible to me on retirement may remain unpaid at my death :

Names and addresses of the nominee	Relation-ship with employee	Age	*Amount or share of gratuity payable to each	Contingen-cies 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 nominee shall pass in the event of the nominee predeceasing the employee or the nominee dying after the death of the employee but before receiving payment of the gratuity.	*Amount or shares of gratuity payable to each

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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. ……. Signature of the employee
2. …….

Nomination by …….

Designation ……

Department …… Signature of the Registrar

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

(2) The amount/share of gratuity shown in last column should be the whole amount/share payable to the original nominees.

FORM III

[See Paragraph 37]

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 Institute in the event of my death while in service and the right to receive on my death any gratuity which having become admissible to me on retirement may remain unpaid at my death-

Name and address of the nominee	Relationship with the employee	Age	Contingencies on the happening of which the nomination shall become invalid	Name, address & relationship of the persons, if any, to whom the right conferred on the nominee shall pass in the event of the nominee pre-deceasing the employee or the nominee dying after the death of the employee but before receiving payment of the gratuity	Amount or shares of gratuity payable to each

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

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

Two witnesses to signature :

1. …… Signature of the employee
2. ……..

Nomination by ……
Designation …… Signature of the Registrar
Department …… Dated : …….

FORM IV

[See Paragraph 37]

Nomination for Death-cum-Retirement Gratuity

When the employee has no family and wishes to nominate more than one person :

I, having no family, hereby nominate the persons mentioned below, and confer on them the right to receive to the specified below, any gratuity that may be sanctioned by the Institute in the event of my death while in service and the right to receive on my death, to the extent specified below any gratuity which having become admissible to me on retirement may remain unpaid at my death :

Names and addresses of the nominee	Relation-ship with employee	Age	*Amount or share of gratuity payable to each	Contingen-cies happening of which the nomination shall become invalid	Name, address & relationship of persons, if any, to whom the right conferred on the nominee shall pass in the event of the nominee predeceasing the employee or the nominee dying after the death of the employee but before receiving payment of the gratuity	Amount or shares of Gratuity payable to each

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

N. B. : The employee should 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. …… Signature of the employee
2. …… Date ……

Nomination by …….
Designation …… Signature of Registrar
Department …… Dated ……..

[*]SCHEDULE 'F'

GENERAL PROVIDENT FUND-CUM-PENSION-CUM-GRATUITY SCHEME OF THE INDIAN INSTITUTE OF TECHNOLOGY, KHARAGPUR

[See Statutes 18 B]

1. Application

The provisions contained in this Schedule shall apply to the employees specified in clause (1) of Statute 18B.

2. Transfer of Accumulation in Contributory or Non-Contributory Provident Fund

If an employee admitted to the benefit of the Fund was previously a subscriber to any Contributory/non-Contributory Provident Fund of the Central Government/State Government or of a body corporate, owned or controlled by Government or an autonomous organisation registered under the Societies Registration Act 1960, the amount of his accumulations in such Contributory or non-Contributory Provident Fund, shall be transferred to his credit in the Fund.

3. Declaration

Every employee of the Institute entitled to the benefits of the fund shall be required to sign a written declaration in the form set-forth in Appendix I that he has read this Schedule and agreed to abide by the provisions contained in it.

4. Definitions

In this Schedule, unless the context otherwise requires :

(i) 'accident' means -

(a) a sudden and unavoidable mishap; or

(b) a mishap due to an act of devotion to duty in an emergency arising otherwise than by violence out of and in the course of service;

(ii) 'Accounts Officer' means the Accounts Officer of the Institute;

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

(iv) `Audit Officer' means the (Internal) Audit Officer of the Institute;

[*] Added vide Ministry of Educations letter No. F..24-23175-T.6 dated 6 January, 1971.

[*](v) 'average emoluments' mean the average emoluments calculated upon the last 10 months of service.

(vi) 'Board' means the Board of Governors of the Institute;

(vii) 'Director' means the Director of the Institute;

(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 in an area where he happens to be in the performance of his duties; or

(c) venereal disease or septicaemia where such disease or septicaemia is contracted by a medical officer as a result of attendance in the course of his official duty on an infected patient or of conducting a post-mortem examination in the course of that duty;

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

(x) 'employee' means an employee of the Institute

(xi) 'Family' means,

(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 these rules relate, unless the subscriber subsequently intimates in writing to the Registrar that she shall continue to be so regarded;

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[*] Inserted vide Ministry of Education letter No. F.11-6/76-T.6 dated 24 November, 1976. Effective from 19 November, 1976.

(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 notice in writing to the Registrar expresses her desire to exclude her husband from her family, the husband shall henceforth be deemed to be no longer a member of the subscriber's family in matters to which these rules relate, unless the subscriber subsequently cancels such notice in writing.

Note : 'Child' means a legitimate child and includes an adopted child where adoption is recognised by the personal law governing the subscriber.

(xii) 'Form' means a form appended to these provisions.

(xiii) 'Fund' means the General Provident Fund of the Institute.

(xiv) 'Injury' means bodily injury resulting from violence, accident or disease assessed by the consulting Medical Officer of the Institute as being not less than severe.

Note : Example of injuries of certain categories are given in Appendix V.

(xv) 'Institute' means the Indian Institute of Technology, Kharagpur.

(xvi) 'leave' means any variety of leave recognised by the Institute framed in Schedule D under Statute 19.

*(xvii) 'pay' means the amount drawn monthly by an employee as pay including dearness pay where admissible which has been sanctioned for the post held by him substantively or in any officiating capacity and includes special pay and personal pay, if any.

(xviii) 'personal pay' means additional pay granted to an employee -

(a) to save him from a loss of substantive pay in respect of permanent post owing to a revision of pay or to any reduction of such substantive pay otherwise than as a disciplinary measures; or

(b) in exceptional circumstances on other personal consideration.

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* Substituted vide Ministry of Education letter No. F. 11-6/78-T.6 dated 16 July, 1978. Effective from 31 December, 1972

[**](xix) "Qualifying Service" means service rendered as an employee in a substantive capacity including period spent on probation, continuous/temporary or officiating service under the Institute or under the States/Central Government or under an autonomous organisation or under Corporate body of States/Central Government followed without interruption by confirmation in the same or in other post shall count in full as qualifying service except in respect of the period of service in "work charged" establishment and periods of service paid from "contingencies".

Explanation-I

All periods of leave with allowances shall count as qualifying service.

Note : Nothing in this clause shall effect other periods relating to the accounting of special kinds of leave or pension.

(a) Any period of special disability leave or study leave availed of by an employee shall count as qualifying service.

(b) Where maternity leave availed of by an employee either alone or in combination with some other form of leave on full pay (except special disability leave) exceeds 120 days, the first 120 days only of the entire spell of leave shall count as qualifying service.

(c) The period spent on deputation for training or deputation for any special purpose including periods of travel to and from the country of deputation shall count as qualifying service; provided that if the employee has availed himself of any extra-ordinary leave without allowances during the period of deputation, the period of such 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 followed by re-instatement.

(ii) Extra-ordinary leave without leave salary and allowance;

(iii) Unauthorised absence in continuation of authorised leave of absence.

[**] Substituted vide Ministry of Education letter No. F.11-6/82-T.6 dated 31 January, 1984. Effective from 28 January, 1984.

Explanation-III

An addition to the service qualifying for superannuation pension of a period not exceeding five years in the case of certain cadres specified by the Board may be made under the following conditions:-

(a) The post should require Post-graduate research or specialist qualifications or experience in scientific, technological or professional field;

(b) the post is such that candidates of more than 25 years of age are normally recruited; and

(c) that the concession is not admissible unless actual qualifying service of an officer at the time he quits Govt. service is not less than 10 years.

(xx) 'Registrar' means the Registrar of the Institute;

(xxi) 'risk of office' means any risk, not being a special risk, of accident or disease to which an employee is exposed in the course of and as a consequence of his duties, but nothing shall be deemed to be a risk of office which is a risk common to human existence in modern conditions in India, unless such risk is definitely enhanced in kind or degree by the nature, conditions, obligations or incidents of service.

Note: The term 'risk of office' includes risk of death or injury to which an employee is exposed when he attends on a working day, or is required to attend on a holiday, the place of his employment for the performance of his duties during any riot or civil commotion in the locality and while proceeding from his residence to the place of his employment or vice versa, becomes a victim of any such riot or civil commotion.

(xxii) 'special pay' means an addition of the nature of pay to emoluments of a post or of an employee granted in consideration of the specially arduous nature of his duties or of a specific addition to his work or responsibility.

(xxiii) 'special risk' means-

(i) a risk of suffering injury by violence;

(ii) a risk of injury by accident to which an employee is exposed in the course of and as consequence of the performance of any particular duty which has the effect of materially increasing his liability to such injury beyond the normal risk of his office;

(iii) a risk of contracting disease to which a medical officer is exposed as a result of attending in the course of his official duty to a venereal or septicaemia patient or conduction a post-mortem examination in pursuance of that duty.

(xxiv) 'Violence' means the act of a person who inflicts an injury on an employee;

(i) by assaulting or resisting him in the discharge of his duties, or in order to deter or prevent him from performing his duties; or

(ii) because of anything done or attempted to be done by any such employee or by any other member of the staff in the lawful discharge of his duty as such; or

(iii) because of his official position.

(xxv) 'Year' means a financial year.

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GENERAL PROVIDENT FUND

5. Nominations

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

Provided that if, at the time of making nomination, the subscriber has a family, the nomination shall not be in favour of any person or persons other than the members of 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 nominees in such manner as to cover the whole of the amount that may stand to his credit in the Fund at any time.

(3) Every nomination shall be in such one of the Forms as is appropriate in the circumstances.

(4) (i) A subscriber may at any time cancel a nomination by sending a notice in writing to the Registrar. The subscriber shall, alongwith such notice or separately, send a fresh nomination made in accordance with the provisions of this paragraph.

(ii) A subscriber may provide in a nomination:

(a) in respect of any specified nominee, that in the event of his predeceasing the subscriber, the right conferred upon that nominee shall pass to such other person or persons as may be specified in the nomination, provided that such other person or persons shall, if the subscriber has other members of his family, be such other member or members. Where the subscriber confers such a right on more than one person under the clause, he shall specify the amount of share payable to each in such a manner as to cover the whole of the amount payable to the nominee;

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

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

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

(5) Immediately on the death of a nominee in respect of whom no special provision has been made in the nomination under sub-clause (a) of clause (2) of paragraph 5 or on the occurrence of any event by reason of which the nomination becomes invalid in pursuance of sub-clause (b) of clause (2) of paragraph 5 or the proviso thereto, the subscriber shall send to the Registrar a notice in writing cancelling the nomination, together with a fresh nomination made in accordance with the provisions of this paragraph.

(6) (i) Every nomination made, and every notice of cancellation given, by a subscriber shall, to the extent that it is valid, take effect on the date on which it is received by the Registrar.

(ii) The Institute shall not be bound by nor shall recognise any assignment or encumbrance executed or attempted to be created which affects the disposal of the amount standing to the credit of a subscriber who dies before the amount becomes payable.

6. Subscriber's Account:

An account shall be opened in the name of each subscriber to which shall be credited the subscriber's subscription and interest as provided by these provisions on subscription.

7. Conditions and Rates of Subscription

(1) Every subscriber shall subscribe monthly to the Fund when on duty in the service of the Institute or on foreign service;

Provided that a subscriber shall not subscribe during the period when he is under suspension and may at his option not subscribe during any period of leave other than leave on average pay or earned leave of less than thirty days duration, as the case may be.

Provided further that a subscriber on reinstatement after a period passed under suspension shall be allowed the option of paying in one sum or in instalments any sum not exceeding the maximum amount of arrears of subscription payable for that period.

(2) The subscriber shall intimate his election not to subscribe during leave by a written communication addressed to the Registrar before he proceeds on leave. Failure to make due and timely intimation shall be deemed to constitute an election to subscribe. The option of a subscriber intimated under this sub-paragraph shall be final.

8. Rates of Subscription

(1) The rate of subscription shall be fixed by subscriber himself subject to the following conditions;

(i) The rate of subscription may not be less than 6% of his emoluments, and not more than his total emoluments, the amount so calculated being rounded off to the nearest rupee, provided that in the case of subscriptions at the minimum/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, provided as follows:

(i) if the subscriber was on leave on the said date and elected not to subscribe during such leave or was under suspension on the said date, his emoluments shall be the emoluments to which he was entitled on the first day after his return to duty;

(ii) if the subscriber was on deputation out of India on the said date or was on leave on the said date and continues to be on leave and has elected to subscribe during such leave, his emoluments shall be the emoluments to which he would have been entitled had he been on duty in India;

(iii) If the subscriber joined the Fund for the first time on a day subsequent to the said date, his emoluments shall be the emoluments to which he was entitled on such subsequent date.

(b) In the case of a subscriber who was not in service on the 31st 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 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:

(a) reduced once at any time during the course of the year;

(b) enhanced twice during the course of the year;

(c) reduced and enhanced as aforesaid.

9. Interest

(1) The Institute shall pay to the credit of the account of each subscriber interest at such rate as may be determined by the Board for each year at the beginning of the year.

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* Substituted vide Ministry of Education letter No. F.11-3/80-T.6 dated 24 March, 1982. Effective from 15 March, 1982.

(2) Interest shall be credited with effect from the last day in each year in the following manner:

(i) On the amount at the credit of a subscriber on the 31st March of the preceding year less any sums withdrawn during the current year- Interest for twelve months;

(ii) On sums withdrawn during the current year- Interest from the 1st of April of the current year up to the last date of month preceding the month of withdrawal;

(iii) On all sums credited to the subscriber's account after the 31st of March of the preceding year- Interest from the date of credit up to the 31st March of the current year;

(iv) The total amount of interest shall be rounded to the nearest rupee (50 p. and above counting as the next higher rupee);

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

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

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

10. Advances from the Fund

(1) The payment of an advance from the Fund may be sanctioned by the Director and in the case of the Director by the Chairman to a subscriber from the amount of his subscription and interest thereon standing to his credit, subject to the following conditions:

(2) No advance shall be granted unless the sanctioning authority is satisfied that the applicant's pecuniary circumstances justify it, and that it will be expended on the following object or objects and not otherwise:

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(i) To pay expenses incurred in connection with the illness of the applicant, applicant's wife, legitimate children, step-children, parents, sisters and minor brothers actually dependent on him;

(ii) To pay for the overseas passage for reasons of health or education of the applicant or the applicant's wife, legitimate children, step-children, parents, sisters and minor brothers actually dependent on him;

(iii) To meet the cost of higher education of any person actually dependent on the applicant. Such person need not necessarily be a member of the applicant's family;

(iv) To pay obligatory expenses on a scale appropriate to the applicant's status in connection with marriages, funerals or ceremonies which by his religion it is incumbent on him to perform;

(v) To meet the cost of legal proceedings instituted by the applicant for vindicating his position in regard to any allegations made against him in respect of any act done or purporting to be done by him in the discharge of his official duty;

Provided that the advance under this clause shall not be admissible to an applicant who institutes legal proceedings in any court of law either in respect of any matter unconnected with his official duty or against the Institute in respect of any condition of service or penalty imposed on him.

(vi) To meet the cost of his defence where the applicant is prosecuted by the Institute in any court of law in respect of any alleged official misconduct on his part;

[*] (vii) To meet the cost of a plot or construction of a house or a ready build flat for his residence or to make any payment towards the allotment of a plot or a ready build flat by a State Housing Board or House Building Co-operative Society.

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[*] Added vide Ministry of Education letter No. F. 11-3/80-T.6 dated 24 March, 1982. Effective from 15 March, 1982.

(3) An advance shall not exceed the following ceiling limits:

(i) When sanctioned for any of the objects in clauses (i) to (vi) of sub-paragraph (2)	3 months pay of the subscriber.

Provided, however, that in no case shall the amount of advance exceed 50 per cent of the amount of the member's subscription and interest thereon standing to the credit of the subscriber in the Fund.

(4) An advance shall not, except for special reasons to be recorded in writing be granted to any subscriber in excess of the limit laid down in sub-paragraph (3) herein or until repayment of the last instalment of any previous advance.

(5) The sanctioning authority shall record in writing its reasons for granting the advance.

(6) The amount of advance shall be recovered in not more than twenty-four equal monthly instalments, if the advance was sanctioned for any of the objects mentioned in clause (i) to (vi) of sub-paragraph (2). Each instalment shall be a number of whole rupees, the amount of advance being raised or reduced, if necessary, to admit of the fixation of such instalments. A subscriber may at his option repay in a smaller number of instalments than that agreed upon at the time of grant of advance or in a lump sum.

(7) Recovery of advance shall be made from the emoluments of a subscriber and shall commence on the first occasion, after the advance is made, on which the subscriber draws emoluments for a full month.

(8) Interest on advance shall be such as may be determined by the Institute from time to time and shall not exceed by more than one per cent of the rate paid by the Institute to the account of a subscriber. It shall ordinarily be recovered in one instalment in the month after complete repayment of the principal has been made. If the period of repayment exceeds twenty months, interest may, if the subscriber so desires, be recovered in two equal monthly instalments, the monthly payment being rounded to the nearest whole rupee, 50 paise and above counting as the next higher rupee. Recoveries made under this paragraph shall be credited, as they are made, to the account of the subscriber in the Fund.

(9) Notwithstanding anything contained in these provisions, if the Director is satisfied that money withdrawn as an advance from the fund under sub-paragraph (2) has been utilised for a purpose other than that for which sanction was given to the drawal of the money, the amount in question shall with penal interest calculated at a rate of 3% over and above the rate provided under 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 instalments of moieties of his emoluments till the entire amount recoverable be repaid.

Note: The term 'emoluments' as used in this paragraph does not include subsistence allowance, if any, granted in cases of suspension of any employee pending an enquiry into his alleged misconduct.

***11. Withdrawal from the Fund**

Subject to the conditions specified hereunder, in the case of withdrawal made by the Director from the Fund may be sanctioned by the Chairman and by the Director in any other case at any time;

(A) 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 of subscription and interest thereon standing to the credit of the subscriber in the Fund for one or more of the following purposes, namely:

(i) for meeting the cost of higher education, including where necessary, the travelling expenses of the subscriber or any child of the subscriber in the following cases namely:

(a) for education outside India for academic, technical, professional or vocational course beyond the High School stage; and

(b) for any medical, engineering or other technical or specialised course in India beyond the High School stage;

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* Substituted vide Ministry of Education letter No. F.11-3/80-T.6 dated 24 March, 1982. Effective from 15 March, 1982.

(ii) for meeting the expenditure in connection with the betrothal/marriage of the subscriber or his sons or daughters, and any other female relation actually dependent on him;

(iii) For meeting the expenses in connection with the illness including, where necessary, the travelling expenses of the subscriber and members of his family or any person actually dependent on him;

(B) after the completion of fifteen years of service (including broken period 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, namely:-

(i) for constructing or acquiring a suitable house or a ready built flat for his residence including the cost of the land;

(ii) for repaying an outstanding amount on account of loan expressly taken for constructing or acquiring a suitable house or a ready built flat for his residence;

(iii) for purchasing a plot of land for constructing a house thereon for his residence or repaying any outstanding amount on account of loan expressly taken for this purpose;

(iv) for reconstructing or making additions or alternations to a house or a ready build flat already owned or acquired by the subscriber;

(v) for renovating, making additions or alterations or upkeep of an ancestral house at a place other than the place of duty or to a house built with the assistance of loan from Government at a place other than the place of duty;

(vi) for constructing a house on a plot of land purchased under clause (c).

(C) Within six months before the date of the subscriber's retirement, from the amount standing to his credit in the Fund for the purpose of acquiring a farm land or business premises or both.

(1) 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 up to three-fourths of the balance of 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.

(2) A subscriber, who has been permitted to withdraw money from the Fund under sub-paragraph (1) shall satisfy the sanctioning authority within a reasonable period as may be specified by him that the money has been utilised for the purpose for which it was withdrawn and if he fails to do so, the whole of the sums so withdrawn, or so much thereof as has not been applied for the purpose for which it was withdrawn, shall forthwith be repaid in one lump sum together with interest thereon at such rate as is levied on advances from the Fund, and in default of such payment it shall be ordered by the sanctioning authority to be recovered from his emoluments either in a lump sum or in such number of monthly instalments as may be determined by the Board.

12. Final Withdrawal of Accumulations in the Fund

When a subscriber quits the service of the Institute, the amount standing to his credit in the Fund shall become payable to him:

Provided that a subscriber who has been dismissed from the service of the Institute and is subsequently reinstated in service, shall if required to do so, repay any amount paid to him from the Fund in pursuance of this sub-paragraph with interest thereon at the rate provided in these provisions in the manner provided. The amount so repaid shall be credited to his account in the Fund.

Explanation : A subscriber who is granted refused leave shall be deemed to have quit the service from the date of compulsory retirement or on the expiry of an extension of service.

13. Retirement of a Subscriber

When a subscriber (a) has proceeded on leave preparatory to retirement or if he is entitled to vacation on leave preparatory combined with vacation, or (b) while on leave, has been permitted to retire or has been declared by the Consulting Medical Officer of the Institute or by a competent medical authority that may be prescribed by the Board in this behalf to be unfit for further service, the amount standing to his credit in the Fund shall upon an application made by him in that behalf to the Registrar, become payable to the subscriber.

Provided that the subscriber if he returns to duty shall, if required to do so repay to the Fund for credit to his account the whole or part of any amount paid to him from the fund in pursuance of this paragraph with interest thereon at the rate provided, by instalments or otherwise by recovery from his emoluments or otherwise as the Director may direct.

14. Procedure on the Death of a Subscriber

On the death of a subscriber before the amount standing to his credit has become payable or where the amount has become payable before payment has been made:

(1) When a subscriber leaves a family:

(a) If a nomination made by the subscriber in accordance with the subparagraph(1) of paragraph 5 or of the corresponding provision heretofore in force in favour of a member or members of his family subsists, the amount standing to his credit in the Fund or 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 of members of the family of the subscriber subsists, or if such nomination relates only to a part of the amount standing to his credit in the Fund, the whole amount or the part thereof to which the nomination does not relate, as the case may be, shall, notwithstanding any nomination purporting to be in favour of any person or persons other than a member or members of his family, become payable to the members of his family in equal shares:

Provided that no share shall be payable to –

(i) sons who have attained majority:

(ii) sons of a deceased son who have attained majority;

(iii) married daughters whose husbands are alive;

(iv) married daughters of a deceased son whose husbands are alive; if there is any member of the family other than those specified in clauses (i), (ii), (iii) and (iv) :

Provided further that the widow or widows and the child or children of a deceased son shall receive between them in equal part only the share which that son would have received if he has 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 (1) of paragraph 5 or of the corresponding provision heretofore in force in favour of any person or persons subsists, the amount standing to his credit in the Fund or the part thereof to which the nomination relates, shall become payable to his nominees in the proportion specified in the nomination.

15. Statement of Accounts

(1) As soon as possible after the 31st of March of each year, the Accounts Officer shall send to each subscriber statement of his account in the Fund, showing the opening balance on the 1st of April of the year, the total amount credited and debited during the year, the total amount of interest credited as on the 31st of March of the year and the closing balance on that date. The Accounts Officer shall attach to the statement of account an enquiry whether the subscriber:

(a) desires to make any alteration in any nomination made by the subscriber;

(b) has acquired a family (in cases where the subscriber has made no nomination in favour of a member of his family under the rules).

(2) Subscribers should satisfy themselves as to correctness of the annual statement, and errors should be brought to the notice of the Accounts Officer within six months from the date of receipt of the statement.

(3) The Registrar shall if required by a subscriber once, but not more than once in a year, inform the subscriber of the total amount standing to his credit in the Fund at the end of the last month for which his account has been written up.

***16. Investment of Fund**

All sums paid into the fund under the rules shall be credited in the books of the Institute to an account name 'General Provident Fund Account' of the Indian Institute of Technology. A Deposit Account shall be opened in the State Bank of India to be operated in such manner as the Board may

* Substituted vide Ministry of Education letter No. H 11011/7/77-T.6 dated 20 July, 1979. Effective from 25 June, 1979.

direct. The Institute 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 realised on such investments being credited to the Institute as Miscellaneous receipts.

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

PENSION

17. Superannuation, Invalid & 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 anytime after completing 30 years qualifying service but before the completion of the age of 60 years, provided he shall give in this behalf a notice in writing to the appropriate authority at least 3 months before the date on which he wishes to retire.

(3) Institute may also require any employee to retire at any time after he has completed 30 years' qualifying service even before the completion of the age of 60 years', provided the appropriate authority shall give in this behalf a notice in writing to the employee at least 3 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. 12000/- per annum.

Explanation: For the purpose of this provision any service put in by any employee before attainment of the age of 18 years shall not count towards pension.

18. Qualifying Service

(1) Every employee shall put in a minimum of ten years of qualifying service on superannuation to be eligible for pension subject to such provision as may be applicable to the categories of pension set out in clause (2).

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* Amended vide Ministry of education letter No. F.11-6/76-T.6 dated 16 July, 1978. Effective from 1 January, 1973.

(2) Subject to the minimum qualifying service, an employee shall be eligible for one or other of the following pensions:

(a) Compensation Pension – If an employee is discharged owing to the abolition of the permanent post, he shall be granted a compensation pension on the scale prescribed in paragraph 19.

(b) Invalid Pension – An invalid pension shall be granted to an employee on retirement from the service of the Institute for permanent physical or mental disability incapacitating him for further service if certified by the Consulting Medical Officer of the Institute on the scale prescribed in paragraph 19.

(c) Superannuation or Retiring Pension – Pension shall be granted to an employee who may retire from service on completion of the age of retirement of 60 years or on completion of 30 years of qualifying service whichever is earlier, provided that in the event of retirement after 30 years of qualifying service but before the completion of the age of 60 years the employee concerned shall give in this behalf a notice in writing to the Director at least 3 months before the date on which he wishes to retire.

***19. Scale of Pension**

(1) An employee eligible for pension/retiring gratuity under any of the categories mentioned in paragraph 17 shall be granted on retirement 1/2/80th 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 33/80th of the average emoluments. In addition, every such employee shall also be entitled to such dearness allowance as may be granted to employees of the Central Govt., from time to time.

(2) (a) In respect of the Employees who were in service on 31st March, 1979 and retiring from service on or after that date, the amount of pension shall be calculated in accordance with the following slabs, namely:

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* Amended vide Ministry of Education letter No. F.11-6/78-T.6 dated 18 July, 1978. Effective from 1 January, 1973.
Substituted vide Ministry of Education letter No. F.11.3/80-T.6 dated 24 March, 1982. Effective from 31st March, 1979.

(i) upto first Rs. 1,000 of average emoluments reckonable for pension.	50% of average emoluments
(ii) Next 500/- of average emoluments reckonable for pension	45% of average emoluments
(iii) Balance of average emoluments reckonable for pension	40% of average emoluments

(b) The amount of pension arrived at on the basis of the above slabs shall be related to the maximum qualifying service of 33 years. For employees who, at the time of retirement, have rendered the qualifying service of ten years or more but less than 33 years, the amount of their pension shall be such proportion of the maximum admissible pension as the qualifying service rendered by them bears to the maximum qualifying service of 33 years.

(c) The pension as determined in accordance with the above slabs plus the maximum relief on pension at the rate of Rs.100/- per month admissible to an employee as on 1st December, 1978 shall be subject to an overall ceiling of Rs. 1500/- per month, if the pension itself exceeds Rs. 1500/- per month then the maximum pension for full service of 33 years shall be restricted to Rs. 1500/- per month and relief shall be payable upto index level 328.

(d) Where the amount of pension, calculated by taking into account dearness pay, or calculated after excluding dearness pay, but inclusive of adhoc increases is less than forty rupees per mensem, the difference shall be made good by the grant of further increase in pension.

20. Commutation of Pension

(1) An employee shall, subject to the condition specified below, be allowed to commute for lump payment any portion or portions of his pension not exceeding one third of the pension granted to him.

(2) No commutation shall be sanctioned unless the Consulting Medical Officer of the Institute certifies that the Pensioner's health and prospects of duration of life are such as to justify commutation.

[*] 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 commutation shall become absolute, that is, the retired employees shall become entitled to receive the commuted value on the date on which the 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 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 such surviving members of the family as, at (i) but there are one or more surviving widowed daughters and/or more surviving members of the family as in items (v) and (vi) and (vii) of clause (a) of sub-paragraph (i) of paragraph 22, the gratuity may be paid to all such members in equal shares;

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[*] Amended vide Ministry of Education letter No. F.11-5/76-T.6 dated 23 February, 1979. Effective from 26 December, 1977.

[†] Amended vide Ministry of Education letter No. F.11-6/76-T.6 dated 16 July, 1978. Effective from 1 January, 1973.

*(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.30000.

(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 13 years and unmarried or widowed sisters;

(vi) Father and mother;

Note: (iii) and (iv) above shall include step and adopted children.

(b) 'Person' shall include any company or association of body of individuals, whether incorporated or not.

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* Amended vide Ministry of Education letter No. F.11-6/76-T.6 dated 16 July, 1978. Effective from 1 January, 1973.

(2) An employee shall make a nomination after conferring on one or more persons the right to receive any gratuity that may be sanctioned under sub-paragraphs (2) and (4) of paragraph 21 and gratuity which having become admissible to him under sub-paragraph (1) of that paragraph and sub-paragraph 5 has not been paid to him before death.

Provided that if at the time of making the nomination, the employee has family, the nomination shall not be in favour of any persons other than the members of his family specified under clause (a) sub-paragraph 1.

(3) If an employee nominates more than one person under sub-paragraph (2), he shall specify any nomination of the amount or share payable to each of the nominees in such manner as to cover the whole amount of the gratuity.

(4) An employee may provide in a nomination: -

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

Provided that if at the time of making the nomination the employee has a family consisting of more than one member, the person so specified shall not be a person other than a member of his family;

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

(5) The nomination made by an employee who has no family at the time of making it, or a provision made in nomination under clause (a) or sub-paragraph (4) by an employee whose family consists, at the date of making the nomination of only one member, shall become invalid in the event of the employee subsequently acquiring a family or an additional member in the family, as the case may be.

(6) (a) Every nomination shall be in such one of the forms as may be appropriate in the circumstances of the case.

(b) An employee may at any time cancel a nomination by sending a notice in writing to the appropriate authority;

Provided that any such employee shall, along with such notice send a fresh nomination made in accordance with this paragraph.

India Code

(7) Immediately on the death of a nominee in respect of whom no special provision has been made in the nomination under clause (a) of sub-paragraph (4) or on the occurrence of any event by reason of which the nomination becomes invalid in pursuance of clause (b) of that sub-paragraph or sub-paragraph (5), the employee shall send to the appropriate authority a notice in writing formally cancelling the nomination, together with a fresh nomination made in accordance with this paragraph.

(8) Every nomination made, and every notice of cancellation given by an employee under this paragraph, shall be sent by the employee to his Accounts Officer and immediately on receipt of a nomination from an employee, the Head of the office shall countersign it indicating the date of receipt and keep it under his custody.

(9) Every nomination made, and every notice of cancellation given by an employee shall, to the extent that it is valid, takes effect on the date on which it is received by the authority mentioned in sub-paragraph (8).

23. Gratuity for Temporary Employees

(1) *Terminal Gratuity* – A temporary employee who retires on superannuation or is discharged on account of retrenchment or is declared invalid for further service will be eligible for a gratuity at the rate of one-third of a month's pay for each completed year of service, provided that he has completed not less than five years of continuous service at the time of retirement, discharge or invalidment.

(2) *Death Gratuity* – The family of a temporary employee who dies while in service shall be eligible for a death gratuity on the scale and subject to the conditions specified below:

(a) On death, after completion of one year of service but before completion of three years service, a gratuity equal to one month's pay.

(b) On death, after completion of three years of service but before completion of five years service, a gratuity equal to two month's pay.

(c) On death, after completion of five years of service or more, a gratuity equal to three month's pay or the amount of the terminal gratuity mentioned in sub-paragraph (1) whichever is more.

Note : Pay for the purpose of determining 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 minimum period of one year of service.

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

Pay of the employee	*Monthly pension of widow/ widower/ Children*
Below Rs. 400/-	30% of pay subject to a minimum of Rs. 60/- and a maximum of Rs. 100/- p.m.
Rs. 400/- and above but below Rs. 1200/-	15% of pay subject to a minimum of Rs.100/- and maximum of Rs. 160/- p.m.
Rs. 1200/- and above	12% of pay subject to a minimum of Rs.160/- and a maximum of Rs.250/- p.m.

(2) (i) But -

[†](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;

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[*] Amended vide Ministry of Education letter No. F.11-6/76-T.6 dated 16 July, 1978. Effective from 1 January, 1973.

[†] Substituted vide Ministry of Education letter No. F.11-6/76-T.6 dated 16 July, 1978. Effective from 1 January, 1973.

(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 Institute employee 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.

(ii) the pension payable thereafter shall be at the rate laid down in the table above;

(iii) the pension at the rate mentioned under clause (i) shall not be applicable if the employee had put in less than seven years' continuous service prior to his death.

25. **'**Family' for the purpose of this Scheme shall include the following relatives;

(a) Wife, in the case of male employee;

(b) Husband in the case of female employee;

(c) minor son; and

(d) unmarried minor daughters.

Note:

(1) (c) and (d) shall include children adopted legally before retirement.

(2) Marriage after retirement shall not be recognised for purpose of Scheme.

26. The Family pension shall be admissible:

(a) in case of widow/widower upto the date of death or re-marriage whichever is earlier;

(b) in case of minor son until he attains the age of 18 years;

(c) in case of unmarried daughter until she attains the age of 21 years or marriage whichever is earlier.

Note :

(1) Where an employee is survived by more than one widow, the pension shall be paid to them in equal shares. On the death of a widow, her share of the pension shall become to her eligible minor child. If at the time of her death, a widow leaves no eligible minor child, the payment of her share of the pension shall cease.

IndiaCode

(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.

(3) 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.** Deleted.

28. Extra-ordinary Pension and Gratuity

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

(2) While making the award, the Board may 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 of risk of office which have resulted in the permanent loss of an eye or a limb, or are of a more serious nature.

Class C : Injuries caused as a result of special risk of office which are severe, but not very severe, and likely to be permanent; or injuries caused as a result of risk of office which are equivalent, in respect of the degree of disablement which they cause, to the loss of a limb or which are very severe or severe and are likely to be permanent.

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[*] Deleted vide Ministry of Education letter No. F.11-6/76-T.6 dated 20 July, 1979. Effective from 22 September, 1977.

29. (1) If a member of the staff sustains an injury, which falls within Class A, he shall be awarded:

(a) a gratuity of the applicable amount specified in Appendix IV.

(b) with effect from the date following the expiry of one year from the date of 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 pension; and

(ii) in other cases, a permanent pension the amount of which shall not exceed the applicable amount specified in Appendix IV for a higher scale pension and shall not be less than half that amount.

(2) If a member of the staff sustains an injury which falls within Class B, he shall be awarded:

(a) If the injury has resulted in the permanent loss of an eye or limb or is of more serious nature, a permanent pension, with effect from the date of the injury, of an amount which shall not exceed the applicable amount specified in Appendix IV, for a lower scale pension and shall not be less than half that amount.

(b) in other cases,

(i) for a period of one year, with effect from the date of the injury a temporary pension the amount of which shall not exceed the applicable amount specified in Appendix IV, for a lower scale pension and shall not be less than half that amount, and thereafter;

(ii) a pension within the limit specified in sub-clause (i), if the Consulting Medical Officer of the Institute from year to year certifies that the injury continues to be very severe.

(3) If an employee sustains an injury which falls within Class C, he shall be awarded a gratuity of the applicable amount specified in Appendix IV, if the Consulting Medical Officer of the Institute certifies that the member of the staff is likely to be unfit for service for a year, or a proportionate amount subject to a minimum of one-fourth the amount so specified if he is certified to be likely to be unfit for less than a year;

Provided that in any case where the injury is equivalent in respect of the degree of disablement which it causes to the loss of limb, the Board may award, if it thinks fit, in lieu of the gratuity a pension not exceeding the amount admissible under clause (b) of sub-paragraph (2).

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30. A temporary pension awarded under the extraordinary Pension and Gratuity Scheme may be converted into a permanent injury pension:

(a) When the employee is rendered invalid out of service on account of the injury in respect of which the temporary pension was awarded; or

(b) When the temporary pension has been drawn for not less than five years; or

(c) at any time, if the Consulting Medical Officer certifies that he sees no reason to believe that there shall ever be a perceptible decrease in the degree of disablement.

31. The award shall be made to the widow and children of the employee as follows:

(a) if the employee is killed or dies of injury received as a result of special risk of office:

(i) a gratuity of the applicable amount specified in paragraph 21; and

(ii) a pension the amount of which shall not exceed the applicable amount specified in paragraph 24;

(b) if the employee is killed or dies of injuries received as a result of risk of office, a pension the amount of which shall not exceed the applicable amount specified in paragraph 24:

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

32. If the deceased employee has left neither a widow nor a child, an award may be made to his father and his mother individually or jointly and in the absence of the father and mother to minor brothers and sisters, individually or jointly if they were largely dependent on the employee for support and are in pecuniary need.

Provided that the total amount of the award shall not exceed one-half of the pension that would have been admissible to the widow under the preceding paragraph:

Provided further that each minor brother's or sister's share shall not exceed the amount of pension specified in paragraph 24 for a 'child who is not motherless'.

IndiaCode

33. Any award made under paragraph 32 shall in the event of an improvement in the pecuniary circumstances of the pensioner, be subject to review in such manner as the Board may by order prescribe.

34. A family pension shall take effect from the day following the death of the employee or from such other date as the Board may determine.

35. A family pension shall ordinarily be tenable-

(a) in the case of a widow or mother until death or remarriage, whichever occurs earlier;

(b) in the case of a minor son, or minor brother, until the age of 18;

(c) in the case of an unmarried daughter or minor sister, until marriage or until she attains the age of 21, whichever occurs earlier;

(d) in the case of a father, for life.

36. Except as otherwise provided in the Extraordinary Pension and Gratuity Scheme, an award made under the forgoing paragraphs shall not affect any other pension or gratuity for which the employee concerned or his family may be eligible under other schemes.

37. (1) When a claim for any injury pension or gratuity or family pension arises under the Extraordinary Pension and Gratuity Scheme, the officer-in-charge of the Office or the department or section in which the injured or the deceased was employed shall forward the claim to the Board through the Director with following documents:-

(a) a full statement of circumstances in which the injury was received, the disease was contracted or the death occurred;

(b) the application for injury pension or gratuity in Form X, or as the case may be, the application for family pension in Form XI;

(c) in the case of an injured employee or one who has contracted a disease, medical report in Form XII;

(d) in the case of a deceased employee, a medical report as to the death or reliable evidence as to the actual occurrence of the death, if the employee lost his life in such circumstances that a medical report cannot be secured.

(2) The Director while placing the above documents before the Board shall add to it a report of the Audit Officer as to whether an award is admissible under the Scheme and if so, of what amount.

[*]37 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 balance 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 pay scale of which is Rs.1300/- or more,

(ii) Rs.2500/- 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.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.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.10000/-.

(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 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 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.

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[*] Inserted vide Ministry of Education letter No. F.16-24/78-T.6 dated 1 March, 1979. Effective from 8 January, 1975.

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 (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 organisation 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 Institute who has been admitted to the benefits of the Fund under Statute 18B(1), but dies before completion of three years service or as the case may be, five years service from the date of 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 a purpose 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 Officer 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.

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GENERAL

38. The sanction and payment of pension and gratuity benefits admissible under this Schedule shall be regulated by such procedural instructions as may be issued by the Board from time to time.

39. When the Board is satisfied that the operation of any of these provisions causes or is likely to cause undue hardship to an employee, it may, notwithstanding anything contained in these provisions, deal with the cases of such employee in such manner as may appear to it to be just and equitable.

40. (1) The Board shall have the power to condone, on the merits of individual cases, shortages upto three months in the period of qualifying services prescribed for any of the purposes of foregoing provisions.

*(2) Resignations of permanent/temporary/contract appointment of Central/State Government service or the service of an autonomous organisation or the service of a Corporate body of Central/State Governments to take up with proper permission another appointment under any of the Institute incorporated under the Institutes of Technology Act, 1961 or any Central University service in which counts in full or part for pension is not a resignation and such resignation shall not constitute interruption in service.

Provided that in any such case the proportionate pensionary liability is borne by the employer from whose services the employee joins the Institute or Central University in case where an interruption in service is inevitable due to the two appointments being in different stations, such interruptions not exceeding the joining time permissible under the rules of transfer shall be covered by grant of leave of any kind due to the employee on the date of release or by formal condonation as referred to above to the extent to which the period is not covered by leave due to the employee.

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* Amended vide Ministry of Education letter No. F. 10-20/76-T.6 dated 20 February, 1979. Effective from 15 February, 1979.
Further substitute vide Ministry of Education letter No. F.11-3/82-T.6 dated 31 January, 1984. Effective from 28 January, 1984.

Provided further that such employee shall be required to surrender in lump sum or in instalments not exceeding 12 in number, employer's contributions in full received at the time of resignation along with the interest as was in force, the date on which the amount actually received from the date of payment to the date of final refund and the amount along with interest thereof shall be credited to the pension fund of the Institute or Central University.

41. If any question arises relating to the interpretation of these provisions, it shall be referred to the Board whose decision thereon shall be final.

42. Future good conduct of the recipient of the pension etc. is an implied condition of every grant of a pension under these provisions and the Institute reserves to itself the right of withholding or withdrawing such a pension or any part of it, if the recipient be convicted of serious crime or be guilty of great misconduct and the decision of the sanctioning authority of the pension in such matters shall be final.

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APPENDIX I

FORM I – OPTION
[*See statute 18 B* (2)]

I …… an employee of the Indian Institute of Technology, Kharagpur hereby elect to be governed by General Provident Fund-cum-Pension-cum-Gratuity Scheme as laid down in Statute 18B/16(B) and Schedule 'F' to the Statutes of the Institute and relinquish my claim to be governed by all the terms and conditions including that of retirement benefits which were applicable to me immediately before the 1st January, 1971. I am aware of this fact that this election is final and that it shall take effect from the 1st January, 1971.

Signature……
(Thumb impression, if illiterate)
Date of election ……. Designation …….....
Witness : (1)
(2)

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FORM II – OPTION
[*See statute 18 B* (4)]

I …… an employee of the Indian Institute of Technology, Kharagpur hereby elect to be governed by General Provident Fund-cum-Pension-cum-Gratuity Scheme as laid down in Statute 18B/16(B) and Schedule 'F' to the Statutes of the Institute and relinquish my claim to be governed by all the terms and conditions including that of retirement benefits which were applicable to me immediately before the 1st April, 1970. I am aware of this fact that this election is final and that it shall take effect from the 1st April, 1970.

Signature……
(Thumb impression, if illiterate)
Date of election ……. Designation …….....
Witness : (1)
(2)

FORM III – DECLARATION
[*See paragraph* 1(3)]

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

Dated this ……. day of …… 19

Signature of subscriber

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Two witnesses to the signature :

1. ……

2. ……..

**APPENDIX II*

G.P.F.- CUM-PENSION-CUM-GRATUITY SCHEME

(*See paragraph* 19)

	Completed six monthly periods of qualifying service	Scale of gratuity or pension	Maximum pension (in Rs. per annum)
1.	½	(a) Gratuity months emoluments	
2.	1	" "	
3.	1½	" "	
4.	2	" "	
5.	2½	" "	
6.	3	" "	
7.	3½	" "	
8.	4	" "	
9	$4^{3}/_{8}$	" "	
10	$4^{3}/_{4}$	" "	
11	$5^{1}/_{8}$	" "	
12	5½	" "	
13	$5^{7}/_{8}$	" "	
14	6¼	" "	
15	$6\ ^{5}/_{8}$	" "	
16	7	" "	
17	$7^{3}/_{8}$	" "	
18	$7^{3}/_{4}$	" "	
19	$8^{1}/_{8}$	" "	
		(b) Pension	Rs.
20.	10/80ths of average emoluments		3,750.00
21	10½ /80ths "	"	3,937.00
22	11/80ths "	"	4,125.00
23	11½ /80ths "	"	4,312.50
24	12/80ths "	"	4,500.00
25	12½ /80ths "	"	4,687.50
26	13/80ths "	"	4,875.00
27	13½ /80ths "	"	5,062.50
28	14/80ths "	"	5,250.00
29	14½ /80ths "	"	5,437.50
30	15/80ths "	"	5,625.00

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* Substituted vide Ministry of Education letter No. 11-6/76-T.6 dated 1 January, 1979. Effective from 1 January, 1973.

***APPENDIX II* (Contd)**

	Completed six monthly periods of qualifying service		Scale of pension	Maximum pension (in Rs. per annum)
31	15½ /80ths	"	"	5,812.50
32	16/80ths	"	"	6,000.00
33	16½ /80ths	"	"	6,187.50
34	17/80ths	"	"	6,375.00
35	17½ /80ths	"	"	6,562.50
36	18/80ths	"	"	6,750.00
37	18½/80ths	"	"	6,937.50
38	19/80ths	"	"	7,125.00
39	19½/80ths	"	"	7,312.50
40	20/80ths	"	"	7,500.00
41	20½ /80ths	"	"	7,687.00
42	21 /80ths	"	"	7,875.00
43	21½ /80ths	"	"	8,062.50
44	22/80ths	"	"	8,250.00
45	22½ /80ths	"	"	8,437.50
46	23/80ths	"	"	8,625.00
47	23½ /80ths	"	"	8,812.50
48	24/80ths	"	"	9,000.00
49	24½ /80ths	"	"	9,187.50
50	25/80ths	"	"	9,375.00
51	25½/80ths	"	"	9,572.50
52	26/80ths	"	"	9,750.00
53	26½/80ths	"	"	9,937.50
54	27/80ths	"	"	10,125.00
55	27½/80ths	"	"	10,312.50
56	28/80ths	"	"	10,500.00
57	28½ /80ths	"	"	10,687.50
58	29/80ths	"	"	10,875.00
59	29½ /80ths	"	"	11,062.50
60	30/80ths	"	"	11,250.00
61	30½/80ths	"	"	11,437.50
62	31/80ths	"	"	11,625.00
63	31½/80ths	"	"	11,812.50
64	32/80ths	"	"	12,000.00
65	32½/80ths	"	"	12,000.00
66	33/80ths	"	"	12,000.00

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APPENDIX III

COMMUTATION TABLE

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

(*See paragraph 20*)

Age next birthday	Commutation value expressed as number of years purchase	Age next birthday	Commutation value expressed as number of years purchase	Age next birthday	Commutation value expressed as number of years purchase
1	2	3	4	5	6
17	19.24	40	15.75	63	8.99
18	19.15	41	15.52	64	8.66
19	19.06	42	15.27	65	8.34
20	18.96	43	15.02	66	8.01
21	18.86	44	14.76	67	7.69
22	18.76	45	14.50	68	7.37
23	18.64	46	14.23	69	7.06
24	18.53	47	13.96	70	6.75
25	18.40	48	13.68	71	6.45
26	18.28	49	13.39	72	6.15
27	18.14	50	13.10	73	5.86
28	18.00	51	12.80	74	5.58
29	17.85	52	12.50	75	5.30
30	17.70	53	12.20	76	5.03
31	17.54	54	11.89	77	4.78
32	17.37	55	11.58	78	4.52
33	17.20	56	11.26	79	4.28
34	17.01	57	10.94	80	4.05
35	16.82	58	10.62	81	3.83
36	16.62	59	10.29	82	3.62
37	16.42	60	9.97	83	3.42
38	16.20	61	9.64	84	3.23
39	15.98	62	9.31	85	3.04

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APPENDIX IV

SCALE OF INJURY GRATUITY AND PENSION

(See paragraph 29)

	Pay of member of staff on the date of injury	Gratuity	Monthly pension Higher scale	Monthly pension Lower scale
			Rs.	Rs.
1.	Rs.2,000 and over		300	225
2.	Rs.1,500 and over but under Rs.2,000.		275	200
3.	Rs.1,000 and over but under Rs.1,500.	3 month's pay subject to a minimum of Rs.800.	200	150
4.	Rs.900 and over but under Rs.1,000.	-	150	125
5.	Rs.400 and over but under Rs.900.	-	100	84
6.	Rs.350 and over but under Rs.400	4 month's pay	85	70
7.	Rs.200 and over but under Rs.350	"	67	50
8.	Under Rs.200	"	1/3rd of pay subject to a minimum of Rs.8 per mensem	1/5th of pay subject to a minimum of Rs.4 per mensem

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APPENDIX V

CLASSIFICATION OF INJURIES

[*See paragraph* 28(3)]

Equal to loss of limb

Bemiplegia without aphasia

Permanent use of trachetomy tube

Artificial anus

Total deafness of both ears

Very Severe

Complete unilateral facial paralysis, likely to be permanent.

Lesion of kidney ureter or bladder

Compound fractures (except phalanges)

Such gross destruction of soft parts as to lead to permanent disability or loss of function.

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Severe and likely to be permanent

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

Knee, elbow, shoulder, hip, ankle, temporo-mexillary or rigidity of the dorsilumber or cervical 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.

APPENDIX VI

FORM –I
FORMS OF NOMINATION FOR G.P. FUND
[*See paragraph* 5(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 5(1) of the General Provident Fund scheme Pension-cum-Gratuity Rules of the Indian Institute of Technology, to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable, or having become payable, has not been paid.

Name 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

IndiaCode

Dated this ……... day of …….. 19 .

Two witnesses to signature:

1. ……..

2. ……..

Signature of the Subscriber

Designation ……..

Department ……..

FORM –II

[*See paragraph* 5(1)]

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

I hereby nominate the persons mentioned below, who are members of my family as defined in paragraph 5(1) of the General Provident Fund scheme Pension-cum-Gratuity Rules of the Institute 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 nominees	Relationship with subscriber	Age	*Amount or share of accumulation to be paid to each	Contingencies on the happening of which the nomination shall become invalid	Name, address and relationship of the person, if any, to whom the right of the nominees shall pass in the event of the nominees' predeceasing the subscriber

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

Two witnesses to signature:

1. ……..

2. ……..

Signature of the Subscriber

Designation ……..

Department ……..

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

FORM –III

[*See paragraph* 5(1)]

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

I having no family as defined in paragraph 5(1) of the General Provident Fund scheme Pension-cum-Gratuity Rules of the Indian Institute of Technology, hereby nominate the person mentioned below, to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable, or having become payable, has not been paid:

Name & address of the nominee	Relationship with subscriber	Age	*Contingencies on the happening of which the nomination shall become invalid	Name, address and relationship of the person or persons, if any, to whom the right of the nominee shall pass in the event of the nominee's predeceasing the subscriber

IndiaCode

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

Two witnesses to signature:

1. ……..

2. ……..

Signature of the Subscriber

Designation ……..

Department ……..

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

FORM –IV

[*See paragraph* 5(1)]

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 Pension-cum-Gratuity Rules of the Indian Institute of Technology, hereby nominate the persons mentioned below, to receive the amount that may stand to my credit in the Fund, in the event of my death before that amount has become payable or having become payable, has not been paid, and direct that the said amount shall be distributed among the said persons in the manner shown below against their names:

Name & address of the nominee	Relationship with the subscriber	Age	*Amount or share of accumulation to be paid to each	†Contingencies on the happening of which the nomination shall become invalid	Name, address and relationship of the person, if any, to whom the right of the nominee shall pass in the event of the nominee's predeceasing the subscriber

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

Two witnesses to signature:
1. ……..
2. ……..

Signature of the Subscriber
Designation ……..
Department ……..

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

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

FORM –V

[*See paragraph* 22]

NOMINATION FOR DEATH-CUM-RETIREMENT GRATUITY

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

I hereby nominate the person mentioned below, who is a member of my family, and confer on him the right to receive any gratuity that may be sanctioned by the Institute in the event of my death while in service and the 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 member of staff	Age	Contingencies on the happening of which the nomination shall become invalid	Name, address and relationship of the persons, if any, to whom the right conferred on nominee shall pass in the event of the nominee predeceasing the member of staff or the nominee dying after the death of the member of staff but before receiving payment of the gratuity	Amount of share of gratuity payable to each

Indiacode.nic.in

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

Dated this ……. day of …….. 19……at……

Two witnesses to signature:

1. …….. Signature of member of staff
2. ……..

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

Nomination by …….
Designation …….. Signature of the Registrar
Department ……... Date …….

FORM –VI

[*See paragraph* 22]

NOMINATION FOR DEATH-CUM-RETIREMENT GRATUITY

When the member of staff has a family and wishes to nominate more than one member thereof

I hereby nominate the persons mentioned below, who are members of my family, and confer on them the right to receive, to the extent specified below, any gratuity that may be sanctioned by the Institute in the event of my death while in service and the right to receive on my death, to the extent specified below any gratuity which having become admissible to me on retirement may remain unpaid at my death:

Names & addresses of the nominees	Relationship with member of staff	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 nominee shall pass in the event of the nominee predeceasing the member of staff or the nominee dying after the death of the member of staff but before receiving payment of the gratuity	Amount of share of gratuity payable to each

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

N.B. : The member of staff shall draw lines across the blank space below the last entry to prevent the insertion of any name after he has signed.

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

Two witnesses to signature:

1. ……..

2. ……..

Signature of member of staff

Nomination by …….

Designation ……..

Department ……...

Signature of the Registrar

Date …….

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

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

FORM –VII

[*See paragraph* 22]

NOMINATION FOR DEATH-CUM-RETIREMENT GRATUITY

When the member has no family and wishes to nominate one person

I having no family, hereby nominate the person mentioned below and confer on him the right to receive any Gratuity that may be sanctioned by the Institute, in the event of my death while in service and the right to receive on my death any gratuity which having become admissible to me on retirement may remain unpaid at my death:

Name and address of the nominee	Relationship with member of staff	Age	Contingencies on the happening of which the nomination shall become invalid	Name, address and relationship of the person or persons, if any, to whom the right conferred on the nominee shall pass in the event of the nominee predeceasing the member of staff or the nominee dying after the death of the member of staff but before receiving payment of the gratuity	Amount of share of gratuity payable to each

IndiaCode

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

Dated this ……. day of ……. 19…… at……

Two witnesses to signature:

1. ……..

2. ……..

Signature of member of staff

Nomination by …….

Designation ……..

Department ……...

Signature of the Registrar

Date …….

FORM –VIII

[*See paragraph* 22]

NOMINATION FOR DEATH-CUM-RETIREMENT GRATUITY

When the member of staff has no family and wishes to nominate more than one person

I, having no family, hereby nominate the persons mentioned below, and confer on them the right to receive to the extent specified below any Gratuity that may be sanctioned by the Institute in the event of my death while in service and the right to receive on my death, to extent specified below, any gratuity which having become admissible to me on retirement may remain unpaid at my death:

Names and addresses of the nominees	Relation-ship with member of staff	Age	*Amount of share of gratuity payable to each	Contingen-cies 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 nominee shall pass in the event of the nominee predeceasing the member of staff or the nominee dying after the death of the member of staff but before receiving payment of the gratuity	Amount of share of gratuity payable to each

Indiaeducation

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

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

Two witnesses to signature:

1. ……..

2. ……..

Signature of member of staff

Nomination by …….

Designation ……..

Department ……...

Signature of the Registrar

Date …….

* Note: (1) This column should be filled in so as to cover the whole amount of gratuity.

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

FORM – IX
NOMINATION FOR FAMILY PENSION
[See paragraph 25]

I hereby nominate the persons mentioned below, who are members of my family, to receive in order shown below the family pension which may be granted by the Institute in the event of my death after completion of 5 years qualifying service:

Name and address of the nominee	Relationship with member of staff	Age	Whether married or unmarried

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

N.B. : The member of staff should 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……

Witness :

1. ……..

2. …….. Signature of member of staff

Nomination by …….
Designation …….. Signature of the Registrar
Department ……... Date …….

FORM – X

[*See paragraph* 37]

FORM OF APPLICATION FOR INJURY PENSION FOR GRATUITY

1. Name of applicant
2. Father's Name
3. Residence, showing village and Parganah
4. Present or last employment :

   Designation

   Department/Section
5. Date of beginning of service at the Institute
6. Length of service, including interruption
7. Classification of injury
8. Pay at the time of injury
9. Proposed pension or gratuity
10. Date of injury
11. Place of payment
12. Date of applicant's birth by Christian era*
13. Date on which the applicant applied for pension

Place: …….
Date:…… Signature of applicant

Special remarks, if any, by member of the staff in charge of the department/section/office Signature

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* If not known exactly, must be stated on the best information or estimate.

FORM – XI

[*See paragraph* 37]

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 claimant Description of deceased	1. Name & residence, showing village and Parganah 2. Age 3. Height 4. Mark of identification 5. Present occupation and pecuniary circumstances 6. Degree of relationship to deceased 7. Name 8. Occupation and service 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* *Date of birth* *by* *Christian era*	
Names & ages of surviving kindred of deceased		Sons Widows Daughters Father Mother

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Place ……..
Date …… Signature of claimant

Place …… Signature of member of staff

Date …… In-charge of Department/Section/ Office

Note: If the deceased has left no son, widow, daughter, father or mother surviving him, the word 'non' or 'dead' should be entered opposite to such relative.

FORM – XII
FORM TO BE USED BY CONSULTING MEDICAL OFFICER WHEN REPORTING ON INJURIES
[*See paragraph* 37]

Confidential Report of the Consulting Medical Officer on the present state of the injury sustained by disease contracted by …… at ……. (Place of injury, etc), on ……. (date of injury, etc.)

(a) State briefly the circumstances under which the injury was sustained/disease was contracted.

(b) What is the present condition of the member of the staff ?

(c) Is the present condition of the member of the staff wholly due to the injury/disease?

(d) In the case of disease, from which date does it appear that the member of the staff has been incapacitated?

The opinion of the Consulting Medical Officer on the question below is as follows:

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Part 'A'- First Examination

The severity of the injury should be assessed in accordance with the following classification and details given in the remarks column below:-

1st the injury:-		Yes	No
(i)	(a) the loss of an eye or limb?		
	(b) the loss of more than one eye or limb?		
(ii)	more severe than the loss of an eye or a limb?		
(iii)	equivalent to the loss of an eye or a limb?		
(iv)	very severe?		
(v)	Severe, but not likely to be permanent?		
(vi)	Slight but likely to be permanent?		

2. For what period from the date of injury-

(a) has the member of the staff likely to remain unfit for duty.
(b) is the member of the staff likely to remain unfit for duty.

Remarks: Here the classification above may be amplified if necessary, or details of additional injuries to the main injury may be given.

Part 'B' – Second 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 …… Signature of Consulting Medical Officer

Instructions to be observed by the Consulting Medical Officer in Preparing the Report

1. Before recording his opinion he should invariably consult the previous reports, if any, as also all medical documents connected with the member of the staff on previous examinations brought before him for examination.
2. If the injuries be more than one they should be numbered and described separately and should it be considered that, for instance, though only 'severe' or 'slight' in themselves, they represent together the equivalent of a single 'very 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.

---- x ---- x -----