



# **Hidayatullah National Law University**

**Raipur, Chhattisgarh**

## **HIDAYATULLAH NATIONAL LAW UNIVERSITY STAFF REGULATIONS 2015**

### **REGULATION FOR ADMINISTRATION OF AFFAIRS OF THE UNIVERSITY**

  
REGISTRAR  
HIDAYATULLAH NATIONAL LAW UNIVERSITY  
RAIPUR (C.G.) 

CHAPTER I

TITLE AND DEFINITIONS

1. **Title:**

These Regulations shall be called "Hidayatullah National Law University Staff Regulations 2015".

2. **Definitions:**

In these Regulations unless the context requires otherwise, the following words and phrases have meanings hereby assigned to them:

- (1) 'Absentee' means an employee who absents from duty without obtaining proper sanction of leave from the competent leave sanctioning authority.
- (2) 'Academic Council' means the Academic Council of HNLU.
- (3) 'Act' means the Hidayatullah National University of Law Chhattisgarh, Act 2003 (No. 10 of 2003).
- (4) 'Average Pay' means the average monthly pay earned during the 12 (Twelve) completed months immediately preceding the month in which the event occurs which necessitates the calculation of the average pay.
- (5) 'Chancellor' means the Chancellor of the University.
- (6) 'Competent Authority' in relation to exercise of any power, means the Executive Council or any authority to which the power is delegated by or under these Regulations.
- (7) 'Completed years of service' or 'one year's continuous service' means continuous service of specified duration under the University and includes the period spent on duty as well as absence on leave including extraordinary leave on Medical Certificate.
- (8) 'Date of Retirement' or 'date of his/her retirement' means the afternoon of the last day of the month in which the University employee attains the age prescribed by or under the terms and conditions governing his/her service.
- (9) 'Day' means a calendar day, beginning and ending at midnight, but an absence from headquarters which does not exceed 24 (Twenty Four) hours shall be reckoned for all purposes as one day, at whatever hours the absence begins or ends.
- (10) 'Duty' includes (i) services as a probationer provided such service is followed by confirmation; and (ii) joining time.
- (11) 'Employee' means a person employed in connection with the work of the University on temporary, adhoc or regular basis for academic or non-academic purposes. Provided that persons who are appointed on adhoc basis for implementing approved research projects shall not be deemed to be employees of the University.
- (12) 'Executive Council' means the Executive Council of the University.
- (13) 'Family' means employee's wife or husband, as the case may be, residing with the employee and legitimate children and step children residing with and wholly dependent upon the employee. It includes, in addition, parents, sisters and minor brothers, if residing with and wholly dependent upon the employee.  
Note: Not more than one wife is included in the term 'family' for the purpose of these Regulations.
- (14) 'Holiday' means: Holiday as declared by the competent authority of the University.
- (15) 'Joining time' means the time allowed to an employee in which to join a new post or to travel to or from a station to which he/she is posted.

- (16) 'Leave Salary' means the monthly amount paid by the University to an employee on leave.
- (17) 'Lien' means the title of University employee to hold substantively, either immediately or on the termination of a period or periods of absence, a substantive post, including a tenure post to which he/she has been appointed substantively.
- (18) 'Pay' means the amount drawn monthly by a University employee as -
- (i) the pay, other than special pay or pay granted in view of his/her personal qualifications, which has been sanctioned for a post held by him/her substantively or in an officiating capacity, or to which he/she is entitled by reason of his/her position in a cadre, and
  - (ii) Overseas pay, special pay and personal pay, and
  - (iii) any other emoluments which may be specially classed as pay by the Executive Council.
- (19) 'Personal Pay' means additional pay granted to an employee:
- (a) to save him/her from a loss of substantive pay in respect of a substantive post other than a tenure post due to a revision of pay or to any reduction of such substantive pay otherwise than as a disciplinary measure, or
  - (b) in exceptional circumstances, on other personal considerations.
  - (c) The personal pay will be absorbed in subsequent increase of pay.
- (20) 'Substantive post' means a post carrying a definite rate of pay sanctioned without limit of time.
- (21) 'School' means a Department or a specialized centre established under the University.
- (22) 'Special Pay' means an addition, of the nature of pay, to the emoluments of a post or of an employee, granted in consideration of:
- (a) the specially arduous nature of the duties; or
  - (b) a specific addition to the work or responsibility, and includes non-practicing allowance sanctioned to a practicing professional.
- (23) 'Temporary post' means a post carrying a definite rate of pay sanctioned for a limited period.
- (24) 'Tenure Post' means a post which an individual may not hold for more than a limited period without re-appointment or extension.
- (25) 'Time-Scale of Pay' means scale of pay which rises by periodical increments from a minimum to a maximum.
- (26) 'University employee in regular employment' means an employee who holds substantively a substantive post or who holds a lien on a substantive post or who would have held a lien or substantive post had the lien not been suspended.
- (27) 'University' means the Hidayatullah National Law University, Chhattisgarh.
- (28) 'Vice-Chancellor' means the Vice-Chancellor of the Hidayatullah National Law University.
- (29) 'Visitor' means the Visitor of Hidayatullah National Law University.
- (30) 'Year':
- (i) Academic year: A 12 month (Twelve month) period during which a cycle of academic work is to be completed:
  - (ii) Financial year: A 12 month (Twelve month) period commencing from 1<sup>st</sup> April of a year and ending on 31<sup>st</sup> March of the succeeding year.

  
REGISTRAR  
HIDAYATULLAH NATIONAL LAW UNIVERSITY  
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## CHAPTER – II

### APPOINTMENTS

3. **Number of Posts:**

Subject to Statute 9 read with Section 12 of the Act, the number of posts under each category of employees of the University shall be such as may be determined by the Executive Council from time to time on the recommendations of the Vice-Chancellor.

4. **Posts, Grade of pay and other allowances/facilities:**

(1) **Posts:** The posts of Vice-Chancellor, Registrar, Finance Officer and Controller of Examinations are statutory posts and all the remaining posts are to be created by the Executive Council from time to time on the recommendations of the Vice-Chancellor.

(2) **Pay of Vice-Chancellor:** The grade of pay of the Vice-Chancellor shall be in conformity with the grade of pay of the Vice-Chancellors of the Central Universities of India as revised and updated as per the relevant rules notified from time to time for the purpose with D.A. and other allowances as per Central Government norms alongwith complete medical bill reimbursement to him/her and his/her dependants. Also free furnished housing accommodation maintained by the University is to be provided to the Vice-Chancellor with telephone, transport facilities etc. etc. which are usually provided to the Head of any national institution. The Executive Council shall however have the power to revise pay & perks or grant some other facilities for the Vice-Chancellor.

(3) **Grades of Pay of employees other than teachers:** The grades of pay of all other employees other than the teachers shall be determined by the Executive Council on the recommendations of the Vice-Chancellor. While doing so, pay scales recommended by the Central Government with corresponding Central Government allowances shall be adopted.

(4) **Grades of Pay of teachers:** In respect of teachers, the grades of pay shall be determined by the Vice-Chancellor in conformity with the UGC pay scales prevalent from time to time.

Provided that the Executive Council may at any time, revise the sanctioned grade of pay of any post.

Provided further that such revision shall not prejudicially affect the interest of any employee.

All the employees shall get a monthly fixed medical allowance @ 5% (Five percent) of their basic pay but not exceeding the ceiling limit of Rs.750/- per month (Rupees Seven Hundred Fifty per month). However, in cases such as cancer, heart surgery, kidney transplantation, severe injuries caused by accident etc., the Executive Council on the recommendations of the Vice-Chancellor may consider providing a lump sum grant for treatment of the employee concerned.

5. **Qualifications for Posts:**

- a. The Executive Council in consultation with the Chancellor may determine the qualifications for the post of Vice-Chancellor.
- b. The qualifications for the posts of UGC designated teaching posts shall be as prescribed by the UGC from time to time.
- c. The qualifications for the post of other non-UGC designated teaching posts, Officers, Administrative, Ministerial and non-teaching staff and employees shall be determined by the Executive Council based on the recommendations of the Vice-Chancellor.

6. **Tenure of Appointments:**

In accordance with the UGC norms prescribed from time to time appointments may be made:

- a. Either for a specific period on contract basis, which shall be on such terms as may be agreed upon by the Executive Council and the person concerned and the same may, at the discretion of the Executive Council, be renewed any number of times: or
- b. On regular basis till the age of superannuation against a substantive post.



7. **Age of Appointment:**

The age of a person at the time of appointment to the service of the University shall ordinarily be not less than 18 (eighteen) years and not more than 40 (forty) years in respect of administrative and ministerial staff and 60 (sixty) years in respect of officers (other than the Vice-Chancellor) and teachers provided that the Executive Council shall have the discretion to relax or waive these limits whenever it considers necessary in the interest of the University.

8. **8.1. Selection Committee:**

Appointments of the teaching and non-teaching staff, on tenure or non-tenure basis, shall be made on the basis of the recommendations of the Selection Committee constituted in such manner as prescribed under these Regulations.

(a) Selection Committees for appointment of Registrar and Finance Officer shall be constituted as prescribed in the University Act and/or Regulations.

(b) Selection Committees for appointment of teaching employees of the University (on UGC designated posts) shall be constituted as prescribed by UGC from time to time.

(c) Selection Committees for appointment of teaching employees of the University (on posts other than UGC designated posts) shall consist of:-

(i) The Vice-Chancellor, Chairman

(ii) One member nominated by the Vice-Chancellor

(iii) Two subject experts from outside the University, nominated by the Vice-Chancellor

(d) Selection Committees for appointment of non-teaching employees (excluding Registrar and Finance Officer) of the University shall consist of the following members:

(i) The Vice-Chancellor; Chairman

(ii) One member nominated by the Vice-Chancellor

(iii) The Registrar of the University.

**8.2 Appointments:**

(i) The persons appointed through direct recruitment on teaching & non-teaching substantive posts shall be immediately placed on probation for a period mentioned in these regulations.

(ii) All substantive posts shall be advertised in the official website of the University and in addition, advertisement may also be published in Two National Newspapers having wide circulation.

(iii) Notwithstanding anything contained in these Regulations, the Vice-Chancellor shall have the power to appoint Visiting Professors and adhoc teaching and non-teaching Officers and employees either on full time basis or as an additional duty as and when required on such terms and conditions including payment of additional duty allowance as the Vice-Chancellor deems fit.

**8.3 Mode of Appointment**

**(1) The Vice-Chancellor**

(a) The Vice-Chancellor shall be appointed by the Chancellor as per the provisions of Hidayatullah National University of Law Chhattisgarh Act, 2003.

(b) On the basis of satisfactory services, well before the expiry of normal tenure, the Executive Council of the University may recommend to the Chancellor of the University to extend the existing tenure of the Vice-Chancellor, beyond his/her initial tenure, for a period of next five years and the Chancellor shall have the power to grant such extension of the existing tenure of the Vice-Chancellor, provided that such extension of tenure of the Vice-Chancellor can be upto the age of seventy years only. Provided further, that upon the expiry of his/her term, the Vice-Chancellor shall continue to remain in office until his/her successor is appointed and enters upon his/her office.

In order to ensure certainty about the next Vice-Chancellor, such recommendation be made by the Executive Council reasonably well before the expiry of the normal tenure of the Vice-Chancellor.

**(2) Registrar**

(a) The Executive Council shall constitute a Selection Committee, for the appointment of Registrar, of which the Vice-Chancellor shall be the Chairman and two experts from outside the University nominated by the Vice-Chancellor from amongst a panel of names proposed by the Vice-Chancellor and approved by the Executive Council.

(b) Registrar may be appointed either on a regular basis or for a specified term.

(c) The Vice-Chancellor shall have the power either to appoint Registrar (Incharge) from amongst the regular faculty members or officers of the University on full time basis or assign the work to him/her as an additional duty on such terms and conditions including payment of additional duty allowance as the Vice-Chancellor deems fit.

**(3) Finance Officer**

There shall be a Finance Officer who shall be appointed as may be prescribed in the Act and Regulations.

**(4) Controller of Examinations**

The Vice-Chancellor shall have the power either to appoint Controller of Examinations (Incharge) from amongst the regular faculty members or officers of the University on full time basis or assign the work to him/her as an additional duty on such terms and conditions including payment of additional duty allowance as the Vice-Chancellor deems fit.

**(5) Wardens of the Hostels of the University:** The Vice-Chancellor may assign the duty of Warden(s) to any member(s) of faculty as additional duty on such terms and conditions including payment of additional duty allowance as the Vice-Chancellor deems fit.

**(6) Officers, Teaching and Non-Teaching Employees:**

The Officers, Teaching and Non-Teaching employees of the University shall be appointed on substantive posts in the manner as prescribed in these Regulations.

**9(1) Proof of Date of Birth**

Every person newly appointed in the University shall produce SSLC or Matriculation Certificate, for proving his/her date of birth.

On the acceptance of the date of birth, it shall be entered in the service records of the person concerned to be authenticated both by the employer and person concerned and shall not be altered under any circumstances.

**9(2) Agreement of Service:**

Every employee of the University, other than the Vice-Chancellor appointed to any substantive post or to such other posts as may be determined by the Executive Council from time to time shall sign an agreement of service in the prescribed form accepting in writing the terms and conditions of appointment before joining duty.

**9(3) Commencement of Service:**

All appointments shall take effect from the dates on which the appointee reports himself/herself for duty at the University or the place prescribed in his/her appointment order.

**9(4) Probation:**

(a) Every person appointed through direct recruitment/appointment in the University against substantive posts, other than those appointed by invitation, unless otherwise provided for in the appointment order of the person concerned, shall be placed on probation for a period of two years which may be further extendable. In computing the period of probation, extraordinary leave, if any, granted to an employee on probation shall be excluded.



- (b) There will be no automatic confirmation. It can only be done by specific order. The completion of probation period and confirmation to the post is only on approval by the Executive Council by a positive order.
- (c) On completion of probation period, the Vice-Chancellor shall call for the report of work and conduct from the immediate superior of the employee. The immediate superior shall base his/her decision on evaluation reports and such other additional evidences as may be available to him/her. Immediate superior means:
  - (i) The Vice-Chancellor in respect of all Teachers including Heads of Departments/Schools and Officers.
  - (ii) Heads of Departments or Schools in respect of all teachers and service personnel, if any, working in their respective Schools or departments provided such Departments/Schools exist in the University.
  - (iii) Registrar in respect of administrative, clerical and ministerial staff/employees.

Based on the report of the immediate superior and approval thereof by the Vice-Chancellor, if, at the end of the period of probation, the work and conduct of the employee is found satisfactory, the matter of the employee regarding completion of the probation period and his/her confirmation to the post shall be placed before the Executive Council. After approval of the Executive Council, orders of completion of probation and confirmation to the post shall be issued by the Registrar.

If, at the end of the period of probation, the work and/or conduct of the employee is/are found unsatisfactory, the services of the employee may be terminated or the period of probation may be extended by the Executive Council on the recommendations of the Vice-Chancellor.
- (d) Any extension of the period of probation shall not be longer than one year and there shall be only one such extension.
- (e) If the work of an employee is found to be unsatisfactory even after the extended period of probation, the Executive Council may terminate the services of the employee on the recommendations of the Vice-Chancellor.
- (f) Any delay in the issue of an order extending the period of probation shall not entitle an employee to claim that he/she has satisfactorily completed such probation period.
- (g) An employee shall be eligible for the grant of annual increments in the time scale after satisfactory completion of the probation period.
- (h) Notwithstanding anything contained in the foregoing provisions, if a probationer's work or conduct is found unsatisfactory, his/her services can be terminated by the appointing authority by giving one month's notice.

**9(5) Career Advancement of Teachers:**

The UGC rules amended from time to time for Career Advancement may be made applicable for the teachers working in the University.

**10. Confirmation:**

No person appointed through direct recruitment/appointment shall be confirmed on a substantive post unless he/she has successfully completed the prescribed probation period.

**11. Superannuation:**

- (1) The age of superannuation of the Vice-Chancellor shall be 70 years (seventy years).
- (2) The age of superannuation of teachers shall be 65 years (sixty five years).
- (3) The age of superannuation of Officers and non-teaching employees shall be 62 years (sixty two years).
- (4) However, it shall be open to the University to re-employ a superannuated teaching/non-teaching employee beyond the age of superannuation on mutually accepted terms and conditions.

12. **Agreement:**


All the teaching and non-teaching officers and employees appointed on substantive posts, except the Vice-Chancellor, shall enter into a written agreement with the University. The form of agreement to be executed is given in the annexure and the same may be amended and updated from time to time.

13. **Lien:**

When an employee of the University confirmed on a substantive post is subsequently appointed on another substantive post on probation, he/she may be sanctioned lien on the former post for the entire period of probation/till his/her confirmation on the new substantive post. The authority competent to sanction lien in such cases shall be the Vice-Chancellor of the University.

14. **Resignation:**

The employees appointed on substantive posts may resign from their posts only after giving three months prior notice to the University or upon depositing three months salary in lieu thereof. Relaxation to this rule may be made at the discretion of the Vice-Chancellor.

  
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RAIPUR (C.G.) 



## CHAPTER – III

### LEAVE

**15. General**

All employees of the University other than those paid out of contingencies shall be governed by the following leave rules/regulations.

**16. Right to Leave:**

Leave cannot be claimed as a matter of right. Leave is earned by duty only. If the exigencies of University services require, discretion to refuse or revoke leave already sanctioned rests with the competent authority.

**17. Kinds of Leave:**

- (A) Earned Leave
- (B) Half-Pay Leave
- (C) Commuted Leave
- (D) Extraordinary Leave Without Pay
- (E) Maternity Leave/Paternity Leave
- (F) Casual Leave.

**(A) EARNED LEAVE:**

- (i) A non-vacation employee shall earn thirty days leave in one calendar year. The leave account of every employee shall be credited with earned leave in advance, in instalments of 15 days (fifteen days) Earned Leave on the first day of January and July. Earned Leave shall accrue at the rate of 2½ days (two and half days) for each completed calendar month of service.
- (ii) The leave at the credit of an employee at the close of previous half year shall be carried forward to the following years subject to the condition that the leave so accumulated shall not exceed the maximum limit of 300 days (three hundred days).
- (iii) Period spent in foreign service shall count as duty for purpose of this rule only if contribution towards leave salary had been made for such period.
- (iv) The maximum earned leave that may be allowed at a time to an employee shall not exceed 180 days (one hundred eighty days). Any further extension may be allowed by the Executive Council only in deserving cases.
- (v) A non-vacation employee shall be entitled to an equal number of compensatory leave if he/she is required to work on holidays.

**(B) HALF PAY LEAVE**

- (i) The half-pay leave shall be credited at the rate of 10 days (ten days) each, on the first day of January and July in every calendar year.
- (ii) (a) The leave shall be credited to the said leave account at the rate of 5/3 days for each completed calendar month of service.  
(b) When an employee is removed or dismissed from service or dies in service, credit of half-pay leave shall be allowed at the rate of 5/3 days per completed calendar month upto the end of the calendar month in which he/she is removed or dismissed from service or dies in service.
- (iii) The leave under this rule may be granted on medical certificates or on personal grounds.
- (iv) While affording credit of half-pay leave, fraction of a day shall be rounded off to the nearest day.

Provided that in the case of an employee not in regular employ or quasi-regular employ, no half-pay leave shall be granted unless the authority competent to grant leave has reasons to believe that the employee would return to duty on its expiry except in the case of an employee who has been declared completely and permanently incapacitated for further service by a medical authority.

**(C) COMMUTED LEAVE:**

Commutated leave not exceeding half the amount of half-pay leave due may be granted to an employee subject to the following conditions:

- (i) The authority competent to grant leave is satisfied that there is reasonable prospect of the employee returning to duty on its expiry.
- (ii) When commuted leave is granted, twice the amount of such leave shall be debited against the half-pay leave due.
- (iii) Commuted leave during the entire service shall be limited to a maximum of 240 days (two hundred forty days). The maximum commuted leave on personal ground that may be granted at a time shall not exceed 120 days (one hundred twenty days). If commuted leave is combined with earned leave the total period should not exceed 180 days (one hundred eighty days).
- (iv) The total duration of earned leave and commuted leave on personal grounds taken in conjunction shall not exceed 240 days (two hundred forty days).
- (v) An employee on half-pay leave or on commuted leave is entitled to leave salary equal to half the pay or full pay as the case may be on the basis of last pay drawn by him/her before proceeding on leave he/she would be entitled to had he/she not gone on leave. An employee on half-pay leave is entitled to salary equal to half of the pay he/she would be entitled to had he/she not gone on leave and an employee on commuted leave will be entitled to pay he/she would be entitled to had he/she not gone on leave.
- (vi) Where an employee has been granted commuted leave resigns from service or at his/her request permitted to retire voluntarily without returning to duty, the commuted leave shall be treated as half-pay leave and the difference between the leave salary in respect of commuted leave and half-pay leave shall be recovered. Provided that no such recovery shall be made if the retirement is by reason of ill-health incapacitating the employee for further service or in the event of his/her death.

**(D) EXTRAORDINARY LEAVE WITHOUT PAY:**

- (I) Extraordinary leave may be granted to an employee under special circumstances-
  - (a) when no other leave is admissible.
  - (b) when other leave is admissible but the employee applied in writing for the grant of extraordinary leave.
- (II) The authority competent to grant leave may commute retrospectively periods of absence without leave into extraordinary leave.
- (III) An employee on extraordinary leave is not entitled to any leave salary.

**(E) MATERNITY LEAVE/PATERNITY LEAVE:**

- (I) A female employee may be granted maternity leave by the authority competent to grant leave for a period of 180 days (one hundred eighty days) from the date of its commencement. During such period, she shall be paid leave salary equal to the pay drawn immediately before proceeding on leave.
- (II) Maternity leave may also be granted in case of miscarriage, including abortion, subject to the conditions that-
  - (a) the leave does not exceed six weeks:
  - (b) the application for the leave is supported by a medical certificate of an



approved medical authority.

- (III) Maternity leave may be combined with leave of any other kind.
  - (IV) Maternity leave shall not be debited against the leave account.
  - (V) A male employee may be granted paternity leave by the authority competent to grant leave for a period of 15 days (fifteen days). During the period, he shall be paid leave salary equal to the pay being drawn by him. The paternity leave may also be granted for cases as mentioned at (II) above. The paternity leave may be combined with leave of any other kind. Paternity leave shall not be debited against the leave account.
- Provided that no maternity or paternity leave shall be granted if the spouses have two or more children alive.

**(F) CASUAL LEAVE:**

Casual leave may be granted to all employees of the University for 8 (eight) days in each calendar year. Casual leave to temporary staff will be granted in the same manner as to those holding regular appointments.

Casual leave shall be granted only for casual purposes when it can be given without inconvenience to University services.

It shall not be combined with other leave but may be prefixed or suffixed with holidays. Not more than three days casual leave exclusive of such Sundays and holidays shall be taken during one period of absence and also provided that such period of absence shall not exceed six days in all. Half-day Casual leave may also be granted to the employees.

**18. Leave to Probationer - a person on probation:**

- (a) A person appointed to a substantive post on probation shall be entitled to leave only to the extent of leave at his/her credit.
- (b) If, for any reason, it is proposed to terminate the services of a probationer, any leave which may be granted to him/her shall not exceed -
  - (i) beyond the date on which the probation period lasts or extended expires, or
  - (ii) beyond any earlier date on which his/her services are likely to be terminated by an authority competent to appoint him/her.
- (iii) A person appointed to a substantive post on probation shall be entitled to leave under these rules as a temporary or a regular employee according to the condition as to whether his/her appointment is against a temporary or a substantive post.

Provided that where such a person already holds a lien on a substantive post before such appointment, he/she shall be entitled to leave under these rules as a regular employee.


**19. Persons re-employed after retirement:**

In the case of a person re-employed after retirement, the provisions of these rules shall apply, as if he/she had entered the University services for the first time on the day of his/her re-employment.

**20. Leave preparatory to retirement:**

An employee may be permitted by the authority competent to grant leave to take leave preparatory to retirement to the extent of earned leave due, not exceeding 300 days (three hundred days) together with half-pay leave due, subject to the condition that such leave extends upto and includes the date of retirement.

Note: The leave granted as leave preparatory to retirement shall not include extraordinary leave.

  
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21. **Encashment of Leave/Cash payment in lieu of leave beyond the date of retirement or quitting of service:**

- (i) No leave shall be granted to an employee beyond -
  - (a) the date of his/her retirement, or
  - (b) the date of his/her final cessation of duties, or
  - (c) the date on which he/she retires by giving notice to the University or he/she is retired by the University by giving him/her notice or pay and allowances in lieu of such notice, in accordance with the terms and conditions of his/her service or
  - (d) the date of resignation from service.
- (ii) (a) Where an employee retires on attaining the normal age prescribed for retirement under the terms and conditions governing his/her service, the authority competent to grant leave shall suo motu grant cash equivalent of leave salary for earned leave/half pay leave if any, at the credit of the employee on the date of his/her retirement, subject to a maximum of 300 days (three hundred days). However, commutation of half pay leave shall not be admissible while encashment of half pay leave.
- (b) The cash equivalent under Clause (a) shall be calculated as follows and shall be payable in one lump sum as a one-time settlement. No House Rent Allowance or City Compensatory Allowance shall be payable.

$$\begin{array}{rcl}
 \text{Cash} & & \text{Pay admissible on the date} \\
 \text{Equivalent} & = & \text{of retirement plus dearness} \\
 & & \text{allowance admissible on} \\
 & & \text{that date} \\
 & & \text{.....} \\
 & & 30
 \end{array}
 \times
 \begin{array}{l}
 \text{Number of days of} \\
 \text{unutilized earned} \\
 \text{leave/half pay leave} \\
 \text{at credit on the date} \\
 \text{of retirement} \\
 \text{subject to a} \\
 \text{maximum of 300} \\
 \text{days (three hundred} \\
 \text{days)}
 \end{array}$$

- (iii) The authority competent to grant leave may withhold whole or part of cash equivalent of earned leave/half pay leave in the case of an employee who retires from service on obtaining the age of retirement while under suspension or while discipline or criminal proceedings are pending against him/her, if in the view of such authority there is a possibility of some money becoming recoverable from him/her, on conclusion of the proceedings against him/her. On conclusion of the proceedings, he/she will become eligible to the amount so withheld after adjustment of University dues, if any.
- (iv) Where the services of an employee have been extended, in the interest of the University, beyond the date of his/her retirement, he may be granted -
  - (a) during the period of extension, any earned leave/half pay leave due in respect of the period of such extension plus the earned leave/half pay leave which was at his/her credit on the date of his/her retirement.
  - (b) after the expiry of the period of extension, cash equivalent in the manner provided in sub-rule 21(ii) in respect of earned leave at credit on the day of retirement plus the earned leave/half pay leave earned during the period of extension, reduced by the earned leave availed of during such period, subject to a maximum of 300 days (three hundred days).
- (v) A University employee who retires or is retired from service in the manner mentioned in Clause (c) of sub-rule 21(i), may be granted, suo motu, by the authority competent to grant leave, cash equivalent of the leave salary in respect of earned leave/half pay leave at his/her credit subject to a maximum of 300 days (three hundred days). The cash equivalent shall be equal to leave salary as admissible for earned leave/half pay leave and/or equal to the leave salary as



admissible for half-pay leave plus dearness allowance admissible on that leave salary for maximum 300 days at the rates in force on the date the employee so retires or is retired and ad-hoc relief/granted shall be deducted from the leave salary paid for the period of half-pay leave, if any, for which the cash equivalent is payable. The amount so calculated shall be paid in one lump sum as a one-time settlement.

- (vi) (a) (i) Where the services of an employee are terminated by notice or by payment of pay and allowances in lieu of notice, or otherwise in accordance with the terms and conditions of his/her appointment, he/she may be granted, suo motu by the authority competent to grant leave, cash equivalent in respect of earned leave/half pay leave at his/her credit on the date on which he/she ceases to be in service subject to a maximum of 300 days (three hundred days).
- (ii) If an employee resigns or quits service, he/she may be granted, suo motu, by the authority competent to grant leave, cash equivalent in respect of earned leave/half pay leave at his/her credit on the date of cessation of service, to the extent of half of such leave at his/her credit, subject to a maximum of 150 days (one hundred fifty days).
- (iii) An employee, who is re-employed after retirement, may on termination of his/her re-employment, be granted suo motu, by the authority competent to grant leave cash equivalent in respect of earned leave/half pay leave at his/her credit on the date of termination of re-employment subject to a maximum of 300 days (three hundred days) (including the period for which encashment was allowed at the time of retirement).
- (b) The cash equivalent payable under Clause (vi)(a) shall be calculated in the manner indicated in Clause (b) of sub-rule 21(ii) and for the purpose of computation of cash equivalent under sub-clause (iii) of Clause (vi)(a), the pay on the date of the termination of re-employment shall be the pay fixed in the scale of post of re-employment before adjustment of pension equivalent of other retirement benefits and the dearness allowance appropriate to that pay.

**22. Leave Rules for vacation enjoying employees:**

- (1) A teacher is entitled to not less than six weeks of vacation in an academic year during the periods so declared by the University.
- (2) One week before the closure of the semester, the Registrar shall notify the commencement and the ending of the vacation between the semesters.
- (3) All teachers of the University shall be treated as those enjoying vacation and as such they are not entitled to any kind of Earned Leave in respect of duty performed in any academic year, except in the manner as specified hereunder:  
If in any academic year a teacher is required by a general or special order of the Vice-Chancellor to forego such vacation or a portion of a vacation in the interest of the University work, he/she shall be entitled to:  
An earned leave at the rate of one day for every three days of vacation, and such earned leave could be accumulated upto a maximum of 300 days (three hundred days) in one's period of service in the University
- OR
- 'Compensatory Leave' of equal number of days foregone during the vacation
- (4) An employee enjoying vacation is entitled to 7 days (seven days) Half Pay Leave each year.

  
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23. **Leave rules for employees appointed on adhoc, temporary and consolidated salary basis in the University":**

- A. These rules shall apply to employees who are appointed on adhoc, temporary and consolidated salary basis.
- B. The kinds of leave and leave entitlement shall be as follows:
- (a) For employees who have completed one year of service
    - (i) Casual Leave : 8 days (Eight days) in a calendar year.
    - (ii) Earned Leave : 15 days (fifteen days) to be credited in advance on 1st January
    - (iii) Compensatory Leave : If an employee is required to work on Sundays/general holidays, compensatory leave to the extent of the number of such days shall be credited to his/her leave account.
  - (b) For employees during the first year of service.
    - (i) Casual leave : 8 days (Eight days) in a calendar year.

If an employee appointed on adhoc basis, temporary basis and consolidated salary basis, leaves the services of the University or if an employee's services are terminated by the University, the Earned Leave entitlement will be regulated at the rate of 1¼ days (One and one-fourth days) per calendar month completed and the salary to the extent of excess availed of earned leave if any as on the date of relief, shall be deducted from the salary due to him/her.

C. **General:**

1. Leave cannot be claimed as a matter of right and the leave sanctioning authority may refuse and revoke sanctioned leave.
2. No encashment of Leave is permitted during continuation of service.

  
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**CHAPTER – IV**  
**CONTRIBUTORY PROVIDENT FUND**  
**AND**  
**GRATUITY**

**24. Contributory Provident Fund:**

The provisions of Employees' Provident Fund and Miscellaneous Provisions Act, 1952 are statutorily applicable to the University. Accordingly, the University has adopted the Contributory Provident Fund Scheme for the employees of the University as per provisions contained in the EPF & MP Act, 1952.

**25. Gratuity**

The provisions of Payment of Gratuity Act, 1972 are statutorily applicable to the University. For discharge of employer's liability, the University has obtained Compulsory Insurance from LIC as per provisions of the Act. Gratuity is payable to the employees of the University as per provisions of the Payment of Gratuity Act, 1972.

  
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## CHAPTER – V

### MEDICAL BENEFITS TO EMPLOYEES

26. All the employees of the University shall receive a monthly fixed medical allowance @ 5% (five percent) of their basic pay but not exceeding the ceiling limit of Rs.750/- per month (Rupees Seven Hundred Fifty per month)
27. However, in exceptional cases such as cancer, heart surgery, kidney transplantation, severe injuries caused by accident etc., the Executive Council on the recommendations of the Vice-Chancellor may consider providing a lump sum grant for treatment of the employee concerned.
28. The employees holding substantive posts can contribute to and become members of the Group Savings Linked Insurance Scheme of LIC subscribed to by the University.

  
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## CHAPTER – VI

### TRAVELLING AND DAILY ALLOWANCES

**29. For Officers, Teachers and other employees of the University:**

1. For purpose of travelling and daily allowance the employees of the University are classified as follows:
  - a. All Officers, Teachers (including Visiting Professors, Adjunct Professors and Research Associates) (drawing pay with Grade Pay of Rs.5400/- and above) GROUP A
  - b. Other employees (drawing pay with Grade pay of Rs.4200/- and above) GROUP B
  - c. All other employees (drawing pay with Grade pay less than Rs.4200/-) GROUP C
2. Entitlement of travel shall be as follows:
  - a. Vice-Chancellor Air fare/A.C. Train fare
  - b. Group A and Group B Employees II A.C. Train fare.
  - c. Group C Employees Sleeper Class Train fare.
3. Daily Allowances and accommodation:  
The D.A. and entitlement for accommodation for official work shall be admissible to the employees as is admissible to Central Government employees from time to time.

**30. General:**

- a. The Air/Train Fares payable shall be by the shortest route.
- b. The daily allowance for journey periods shall be restricted for the minimum possible time absolutely required to complete the journeys to and fro by the shortest route.
- c. An employee who takes casual leave while on tour on University work or extends stay for non-availability of accommodation in train etc. is not entitled for any daily allowance for such extended stay.

**31. Powers of Vice-Chancellor:**

Notwithstanding anything contained in the above Regulations the Vice-Chancellor shall have power to authorize Air Travel by economy class to an employee only in cases of extreme urgency.

**32. T.A. and D.A. for attending Conferences, Seminars, Workshops etc.**

Notwithstanding anything contained above, Teachers and other employees sponsored by the University to attend Conferences, Seminars, and Workshops etc. shall be entitled for the payment of only A.C. II Train fare to and fro and a Daily allowance at the rate as is applicable as per UGC guidelines, amended and updated from time to time, besides the registration fee, if any.

  
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## CHAPTER – VII

### DISCIPLINARY RULES AND APPLICABILITY OF PROVISIONS, RULES AND REGULATIONS OF CHHATTISGARH STATE GOVERNMENT TO EMPLOYEES OF THE UNIVERSITY

33. (1) Every employee of the University shall devote himself/herself diligently and honestly to the University's work and his/her services shall be available whole time at the disposal of the University, which is a residential University. He/she shall not without previous sanction of the University engage in any trade or undertake any employment during his/her service either directly or indirectly carry on any business/trade/private tuitions etc. etc.
- (2) Nothing in Clause (1) shall preclude him/her from writing books or engaging in a work of literary or scientific or artistic nature or social service provided his/her regular duties do not suffer thereby.
- (3) While engaged in matters referred to in Clauses (1) & (2) every employee of the University shall intimate any remuneration received to the Registrar of the University.
34. No employee of the University shall be a member of any association, whose primary aims are contrary to the objects of University.
35. SUSPENSION, PENALTIES & DISCIPLINARY AUTHORITY:
- (1) The competent authority may by an order place an employee under suspension:
- (a) when disciplinary proceedings against him/her are contemplated or pending, or
  - (b) where a case against him/her in respect of any criminal offence is under investigation, inquiry or trial.
  - (c) when an employee absents from duty without proper sanction of leave from competent leave sanctioning authority for a period exceeding thirty days unauthorized leave.
- (2) An employee shall be deemed to have been placed under suspension by an order of the appointing authority.
- (a) with effect from the date of his/her detention, if he/she is detained in custody, whether on a criminal charge involving moral turpitude or otherwise for a period exceeding forty eight hours.
  - (b) with effect from the date of his/her conviction for an offence, and sentenced to a term of imprisonment exceeding forty eight hours and is not forthwith dismissed or removed or compulsorily retired consequent upon such conviction.
- (3) An order of suspension made or deemed to have been made shall continue to remain in force until it is modified or revoked by the appointing authority.
- (4) Where an employee is suspended or is deemed to have been suspended (whether in connection with any disciplinary proceeding or otherwise) and any other disciplinary proceeding is recommended against him/her during the continuance of the suspension, the authority competent to place him/her under suspension may, for reasons to be recorded by him/her in writing, direct that the employee shall continue to be under suspension until the termination of all or any of such proceedings.

  
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36. (1) The competent authority may, for good and sufficient reasons, impose on an employee the following penalties:-
- (a) Censure
  - (b) Recovery from his/her pay of the whole or part of any pecuniary loss caused by him/her to the University by negligence or breach of orders.
  - (c) Withholding of increment of pay.
  - (d) Reduction to lower time scale of pay, grade or post.
  - (e) Compulsory Retirement.
  - (f) Removal from service.
  - (g) Dismissal from service which shall ordinarily be a disqualification for future employment in the University.
- (2) The competent authority may institute disciplinary proceeding against an employee of the University.
- (3) No order imposing any of the penalties specified in subparagraph (1) shall be made except in accordance with the procedure for imposing penalties as prescribed by Government of Chhattisgarh and in force at the time when the competent authority orders an inquiry against the employee concerned.
37. (1) Where any penalty is imposed on an employee by the Registrar, the employee concerned may prefer an appeal to the Executive Council within thirty days from the date on which a copy of the order appealed against is delivered to the appellant.
- (2) Where any penalty is imposed on an employee by the Executive Council, he/she may prefer an appeal to the Chancellor within thirty days from the date on which a copy of the order appealed is delivered to the appellant.
- (3) The memo of appeal shall accompany a copy of the order appealed against. It shall contain all material statements and arguments on which the appellant proposes to prefer appeal.
- (4) The authority which made the order appealed against shall on receipt of a copy of the appeal, forward the same with its comments thereon together with the relevant record to the appellate authority, without any avoidable delay and without waiting for any direction from appellate authority.
- (5) (i) The appellate authority may confirm, enhance, reduce or set aside the penalty or remit the case to the authority which imposed the penalty with such direction as it may deem fit in the circumstances of the case.
- (ii) The authority which made the order appealed against shall give effect to the orders passed by the appellate authority.
38. A University employee under suspension shall not be entitled to any leave.
39. (a) An employee under suspension shall be entitled during the first year of suspension to subsistence allowance at the rate of half of the amount of salary and D.A. which he/she is drawing on the date of suspension provided that where the period of suspension extends beyond one year, the authority shall increase the amount of subsistence allowance to 75% (seventy five percent) of pay and D.A. If the period of suspension had been prolonged for reasons not attributable to the delinquent, the subsistence allowance shall be increased to 100% (hundred percent) of the pay last drawn by him/her.
- (b) He/she shall also be entitled to D.A. and Medical allowances as payable to serving employees.

  
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40. When a University employee who has been dismissed or removed from service or suspended, is reinstated, the authority competent to order reinstatement shall make a specific order.
- (a) regarding the pay and allowance to be paid for the period of suspension, and for the period of dismissal/removal; and
  - (b) whether or not the said period shall be treated as period spent on duty for all purposes.
41. Every employee shall at all times:
- (a) Maintain absolute integrity
  - (b) show devotion to duty, and
  - (c) do nothing which is unbecoming of an employee of the University.
42. No employee shall join or continue to be a member of such association, the objects or activities of which are prejudicial to the interests of the University or public order, or morality.
43. No employee shall:
- (i) Engage himself/herself or participate in any demonstration which is prejudicial to the interests of the University, public decency or morality or which involves contempt of Court, defamation or incitement to an offence.
  - (ii) Resort to or, in any way, abet any form of violence in connection with any matter pertaining to his/her service or the service of an employee.
44. No employee shall except with the previous permission of the University or any competent authority contribute any article or write any letter either in his/her own name or anonymously, pseudonymously in any newspaper or period or write a book.  
Provided that such permission shall not be required if such broadcast or contribution or writing is of a purely literary, artistic or scientific character.
45. No employee shall except in accordance with any general or special order of the University or in the performance in good faith of the duties assigned to him/her provide/communicate directly or indirectly, an official document or any part thereof or any information to any other employee or any other person to whom he/she is not authorized to provide/communicate such document or information.
46. No employee shall bring or attempt to bring any political or other influence to bear upon any superior authority to further his/her interest in respect of matters pertaining to his/her service under the University. -
47. No University employee shall, except with the previous written sanction of the University, join any college/school or appear at any examination conducted by the University or in any other University or Board.  
Permission to attend classes or take an examination will be granted only, if it is consistent with University's interest and it cannot be claimed as a matter of right.
48. (1) No University employee except those specifically employed on a part-time basis shall without the previous permission of the University, apply for any post outside the University.  
(2) No employee of the University shall apply directly or indirectly for any post outside the University except through the Vice-Chancellor. Not more than three such applications shall be forwarded in one calendar year.  
(3) No employee of the University shall take up any job or assignment without written permission from the Vice-Chancellor of the University.



49. Any infringement of the provisions of above paras pertaining to disciplinary rules shall be regarded as subversive of good discipline and misconduct and will well justify initiation of disciplinary action against such employee.
50. In addition to HNLU Staff Regulations, Chhattisgarh Civil Service Rules and Chhattisgarh Government Fundamental Rules shall be applicable for teaching and non-teaching employees of the University and wherever there is ambiguity/contradiction between HNLU Staff Regulations and Civil Service/Fundamental Rules, the latter shall prevail.
51. Chhattisgarh State Government Calendar shall be followed for Gazetted and other holidays for non-vacation employees of the University.

  
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## SCHEDULE-I

**SCHEDULE CONTAINING DETAILS OF PAY BAND, GRADE PAY AND QUALIFICATIONS PERTAINING TO STATUTORY AS WELL AS POST CREATED BY EXECUTIVE COUNCIL FOR OFFICERS AND NON-TEACHING STAFF/EMPLOYEES OF THE UNIVERSITY:**

Sl.	Name of the Post, Pay Band (PB) and Grade Pay (GP)	Qualifications for the post
1.	Registrar PB and GP: As prescribed by UGC	As prescribed by UGC
2.	Finance Officer PB and GP: As prescribed by UGC	As prescribed by UGC
3.	Controller of Examinations PB and GP: As prescribed by UGC	As prescribed by UGC
4.	Deputy Registrar (Finance) PB and GP: As prescribed by UGC	As prescribed by UGC
5.	Assistant Registrar PB 15600-39100 with GP of 5400	<b>Essential:</b> Good academic record plus Master's degree with at least 55% of the marks or its equivalent grade of B in the UGC Seven Point Scale <b>Desirable:</b> Knowledge of Computer Applications.
6.	System Manager PB 15600-39100 with GP of 5400	<b>Essential:</b> An Engineering Degree of Computer Science or MCA or an equivalent degree and Five years experience in Administrative/Management/Supervisory capacity. <b>Desirable:</b> Good Academic Record
7.	Residential Doctor (Male) PB 15600-39100 with GP of 5400	<b>Essential:</b> M.D. OR MBBS with Three years' post qualification experience.
8.	Residential Doctor (Female) PB 15600-39100 with GP of 5400	<b>Essential:</b> M.D. OR MBBS with Three years' post qualification experience.
9.	Civil Engineer PB 15600-39100 with GP of 5400	<b>Essential:</b> (1) Degree or Diploma in Civil Engineering. (2) At least three years experience for Degree holders and eight years for Diploma holders in construction of buildings and other civil works. <b>Desirable:</b> Knowledge of Computer Applications.



Sl.	Name of the Post, Pay Band (PB) and Grade Pay (GP)	Qualifications for the post
10.	Electrical Engineer PB 15600-39100 with GP of 5400	<p><b>Essential:</b></p> <p>(1) Degree or Diploma in Electrical Engineering.</p> <p>(2) At least three years experience for Degree holders and eight years for Diploma holders in internal and external electrification of different kinds of buildings such as Lecture Halls, Laboratories, Hostels, Hospitals and Auditorium, Electrical Sub-station etc. The candidate should also have experience of installation of Air-conditioning equipments and Lifts etc.</p> <p><b>Desirable:</b></p> <p>Knowledge of Computer Applications.</p>
11.	Placement-cum-Public Relations Officer PB 15600-39100 with GP of 5400	<p><b>Essential:</b></p> <p>Must have obtained minimum 55% of marks in LL.B. and MBA (HR)/ Must have obtained minimum 55% of marks in LL.M. with P.G. Diploma (H.R.) from a recognized and reputed institution</p> <p><b>Desirable:</b> Three years' post qualification experience as Placement Officer in India &amp; abroad in a professional institution with proven track record; Knowledge of Computer Applications.</p>
12.	Administrative-cum-Liaison Officer PB 15600-39100 with GP of 5400	<p><b>Essential:</b></p> <p>Good academic record plus Master's degree with at least 55% of the marks or its equivalent grade of B in the UGC Seven Point Scale</p> <p style="text-align: center;">OR</p> <p>Master's Degree with Five Years administrative/field/office work experience in the Grade Pay of Rs.4200/- and equivalent pay scale or above.</p> <p><b>Desirable:</b></p> <p>Knowledge of Computer Applications</p>
13.	Estate Officer PB 15600-39100 with GP of 5400	<p><b>Essential:</b></p> <p>Good academic record plus Master's degree with at least 55% of the marks or its equivalent grade of B in the UGC Seven Point Scale</p> <p style="text-align: center;">OR</p> <p>Master's Degree with Five Years administrative/field/office work experience in the Grade Pay of Rs.4200/- and equivalent pay scale or above.</p> <p><b>Desirable:</b></p> <p>Good knowledge of Store purchase and financial rules and regulations; Knowledge of Computer Applications</p>

Sl.	Name of the Post, Pay Band (PB) and Grade Pay (GP)	Qualifications for the post
14.	Section Officer PB 9300-34800 with GP of 4600	<b>Essential:</b> Bachelor's Degree with Five Years administrative/office work experience in the Grade Pay of Rs.4200/- and equivalent pay scale or above; Knowledge of Computer Applications. <b>Desirable:</b> Higher educational qualifications and experience.
15.	Personal Assistant/Stenographer PB 9300-34800 with GP of 4600	<b>Essential:</b> Bachelor's Degree and Certificate in English/Hindi Stenography from Board/institution recognized by Central/State Government with Knowledge of computer applications. <b>Desirable:</b> Higher educational, technical qualifications and experience.
16.	Assistant Grade-I PB 9300-34800 with GP of 4200	<b>Essential:</b> Bachelor's Degree with Five Years administrative/office work experience in the Grade Pay of Rs.2400/- and equivalent pay scale or above and Knowledge of Computer Applications <b>Desirable:</b> Higher educational qualifications and experience.
17.	Technical Assistant PB 9300-34800 with GP of 4200	<b>Essential:</b> B.Sc. with Diploma in Computer Applications OR B.C.A.
18.	Assistant Grade-II PB 9300-34800 with GP of 4200	<b>Essential:</b> Bachelor's Degree with Five Years administrative/office work experience in the Grade Pay of Rs.2400/- and equivalent pay scale or above and Knowledge of Computer Applications. <b>Desirable:</b> Higher educational qualifications and experience.
19.	Assistant Grade-III PB 5200-20200 with GP of 2400	<b>Essential:</b> Bachelor's Degree and Knowledge of Computer Applications. <b>Desirable:</b> Higher educational qualifications and experience.
20.	Boys' Hostel Assistant (Male) PB 5200-20200 with GP of 2400	<b>Essential:</b> Bachelor's degree from a recognized/reputed University and Knowledge of Computer Applications <b>Desirable:</b> Work Experience in hostel managerial/supervisory capacity/Higher educational qualifications;
21.	Girls' Hostel Assistant (Female) PB 5200-20200 with GP of 2400	<b>Essential:</b> Bachelor's degree from a recognized/reputed University and Knowledge of Computer Applications <b>Desirable:</b> Work Experience in hostel managerial/supervisory capacity/Higher educational qualifications;



Sl.	Name of the Post, Pay Band (PB) and Grade Pay (GP)	Qualifications for the post
22.	Sub-Engineer (Civil) PB 5200-20200 with GP of 2400	<b>Essential:</b> Diploma in Civil Engineering, Three years post qualification experience. <b>Desirable:</b> Degree in Civil Engineering and Knowledge of Computer Applications.
23.	Sub-Engineer (Electrical) PB 5200-20200 with GP of 2400	<b>Essential:</b> Diploma in Electrical Engineering, Three years post qualification experience. <b>Desirable:</b> Degree in Electrical Engineering and Knowledge of Computer Applications.
24.	Sports Assistant-cum-Gym Instructor (Male) PB 5200-20200 with GP of 2400	<b>Essential:</b> (i) Bachelor's degree from a recognized & reputed institution. (ii) Must have represented the University/College at the inter-University/inter-college competitions OR the State in National Championships. <b>Desirable:</b> Knowledge of Computer Applications.
25.	Sports Assistant-cum-Gym Instructor (Female) PB 5200-20200 with GP of 2400	<b>Essential:</b> (i) Bachelor's degree from a recognized & reputed institution. (ii) Must have represented the University/College at the inter-University/inter-college competitions OR the State in National Championships. <b>Desirable:</b> Knowledge of Computer Applications.
26.	Outsourcing Supervisor PB 5200-20200 with GP of 2400	<b>Essential:</b> Bachelor's Degree and Knowledge of Computer Applications. <b>Desirable:</b> Should possess sound managerial skills and should have minimum two years post qualification work experience.
27.	Driver PB 5200-20200 with GP of 1900	<b>Essential:</b> Driving License for four wheelers/heavy vehicles. Must have passed fifth standard. Proper eye-sight and vision. <b>Desirable:</b> Three years experience of driving vehicles in a recognized institution.
28.	Motor Mechanic-cum-Driver PB 5200-20200 with GP of 1900	<b>Essential:</b> Driving License for four wheelers/heavy vehicles. Must have passed fifth standard. Proper eye-sight and vision. <b>Desirable:</b> Three years work experience as mechanic in a recognized institution/Motor company garage/workshop.

Sl.	Name of the Post, Pay Band (PB) and Grade Pay (GP)	Qualifications for the post
29.	Library Attendant PB 5200-20200 with GP of 1800	<b>Essential:</b> Must have passed eighth standard. <b>Desirable:</b> Must be hard working and familiar with English vocabulary. Two years work experience in library of a recognized institution
30.	Field Assistant PB 5200-20200 with GP of 1800	<b>Essential:</b> Must have passed eighth standard. <b>Desirable:</b> Must be hard working. Two years work experience in a recognized institution.
31.	Caretaker-cum-Office Assistant PB 5200-20200 with GP of 1800	<b>Essential:</b> Must have passed Tenth standard. <b>Desirable:</b> (i) Must be a good cook, should have good knowledge of housekeeping; (ii) Well mannered.
32.	Office Assistant/Peon/Class IV PB 4440-7440 + G.P. 1300	<b>Essential:</b> Must have passed Tenth standard. <b>Desirable:</b> Must be hard working. Two years work experience in a recognized institution.
33.	Cook-cum-Attendant PB 4440-7440 + G.P. 1300	<b>Essential:</b> Must have passed fifth standard. <b>Desirable:</b> (i) Must be a good cook, should have good knowledge of housekeeping; (ii) Well mannered.
34.	Gardener-cum-Attendant PB 4440-7440 + G.P. 1300	<b>Essential:</b> Must have passed fifth standard. <b>Desirable:</b> Must be hard working. Two years work experience as gardener.

  
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## SCHEDULE-II

**SCHEDULE CONTAINING DETAILS OF PAY BAND, GRADE PAY AND QUALIFICATIONS PERTAINING TO TEACHING POSTS (CREATED BY EXECUTIVE COUNCIL) AS WELL AS OTHER FACULTY MEMBERS/ ACADEMIC STAFF**

Sl.	Name of the Post, Pay Band (PB) and Grade Pay (GP)	Qualifications for the post
1.	Professor PB and GP: As prescribed by UGC	As prescribed by UGC
2.	Associate Professor PB and GP: As prescribed by UGC	As prescribed by UGC
3.	Assistant Professor PB and GP: As prescribed by UGC	As prescribed by UGC
4.	Assistant Librarian PB and GP: As prescribed by UGC	As prescribed by UGC
5.	Assistant Lecturer/ Research Associate Pay Rs.25000/- p.m. consolidated	<b>Essential:</b> Master's degree in concerned subject with 55% marks <b>Desirable:</b> Must possess good communication and teaching/research skills.
6.	Visiting Professor Pay/Honorarium: As prescribed by UGC	As prescribed by UGC

  
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SCHEDULE III

AGREEMENT

**HIDAYATULLAH NATIONAL UNIVERSITY OF LAW**  
**CHHATTISGARH**

HNLU BHAWAN, CIVIL LINES, RAIPUR (C.G.) - 492001

**MEMORANDUM OF AGREEMENT**

Memorandum of Agreement made this the \_\_\_\_\_ day of \_\_\_\_\_ between Mr./Ms./Dr. \_\_\_\_\_ (hereinafter called 'Employee') of the First Part and the Hidayatullah National University of Law Chhattisgarh, being a University enacted under the Hidayatullah National University of Law Chhattisgarh Act 2003 (No. 10 of 2003) (hereinafter called the 'University') of the Second Part.

1. That the University hereby appoints Mr./Ms./Dr. \_\_\_\_\_ as \_\_\_\_\_ in the University with effect from the date the said \_\_\_\_\_ hereby accepts the engagement and undertakes to take such part and perform such duties in the University as may be required by and in accordance with the Act, the Schedule and Regulations, for the time being in force, of the University, whether the same relate to organization of instruction or the examination of students or their discipline or their welfare and generally to act under the direction of the officers and authorities of the University.
2. That the teaching/non-teaching employee shall be placed on probation for the period specified under the Regulations. After the period of probation the teaching/non-teaching employee shall not have any automatic claim for confirmation to the post. At the end of the probation period, the University may renew and continue the contract/probation period as per the Regulations. The age of superannuation shall be as prescribed under the Regulations.
- ✓ 3. That the said \_\_\_\_\_ shall be a whole-time teaching/non-teaching employee of the University and is liable to be transferred or assigned other duties under the University, if necessary;
4. That the University shall pay the said employee a basic pay of Rs. \_\_\_\_\_ with Grade Pay of Rs. \_\_\_\_\_ in the pay band of Rs. \_\_\_\_\_ besides the Dearness Allowances and other allowances/facilities as determined by the Executive Council from time to time;
5. That the said employee agrees to be bound by the provisions of the Act, the Regulations and Rules in force from time to time in the University and in particular by those relating to the service conditions as indicated in the order of appointment;
- ✓ 6. That the teaching/non-teaching employee shall devote his/her whole time to the service of the University, and shall not without the permission of the University, engage, directly or indirectly, in any trade or business whatsoever, or in any private tuition or other work to which any emolument or honorarium is attached; but this prohibition shall not apply to work undertaken with prior permission of the Vice-chancellor, in connection with the examinations of Universities, or Public Service Commissions or any other examination of literary and academic/research work and publications thereof.
7. (1) Notwithstanding anything hereinbefore contained, the Executive Council of the University shall be entitled to terminate the employment of the teaching/non-teaching employee on the ground of misconduct in accordance with the provisions contained in the Regulations.



(2) The Vice-Chancellor may, when he/she finds it necessary in the interest of the University, suspend the teaching/non-teaching employee on the ground of misconduct. When he/she suspends the teaching/non-teaching employee, he/she shall report it to the next meeting of the Executive Council.

(3) The Executive Council shall investigate all matters reported to it by the Vice-Chancellor about the misconduct of the teaching/non-teaching employee whether he/she has been suspended or not. The Executive Council may appoint a Committee for the purpose. The teaching/non-teaching employee shall be notified in writing of the charges against him/her and shall be given not less than two weeks time to submit his/her explanation in writing.

The Executive Council or the Committee may hear the teaching/non-teaching employee and take such evidence as it may consider necessary. The Executive Council may thereafter determine the continued engagement of the teaching/non-teaching employee where it deems that the misconduct of the teaching/non-teaching employee deserves to be dealt with in that manner, after it has considered the explanation and the evidence, if any, and/or the report of the Committee if one has been appointed.

8. The engagement under this agreement shall not be terminated, save as provided for in the appointment order for termination during the period of probation, except by a two-thirds majority of the Executive Council members present at the meeting, provided that the two-third majority is not less than half the total number of members of the Executive Council. The resolution shall state the reasons for the termination. Before a resolution under this clause is passed, the Executive Council shall give notice to the teaching/non-teaching employee of the proposal to determine the engagement and not less than two weeks' time to make such representation as the teaching/non-teaching employee may like to make. Every resolution terminating the services under this clause shall be passed only after consideration of representation, if any, of the teaching/non-teaching employee.



9. The teaching/non-teaching employee may, at anytime, terminate his/her engagement by giving the Vice-Chancellor three months' notice in writing or by payment of an amount equal to three months' salary in lieu of notice.

10. On the termination of this engagement under whatever clause, the teaching/non-teaching employee shall deliver to the University all books, equipments, records and such other articles belonging to the University as may be due from him/her.

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Registrar's Full Name, Signature and Date  
(on behalf of the University)

SEAL

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Employee's (\*) Full Name, Signature and Date

  
REGISTRAR  
HIDAYATULLAH NATIONAL LAW UNIVERSITY  
RAIPUR (C.G.) 

**REGULATIONS DEALING WITH TRAVELLING AND DAILY ALLOWANCES OF  
PERSONS WHO ARE NOT EMPLOYEES OF THE UNIVERSITY**

**1. TRAVELLING ALLOWANCE:**

Members of the General Council, Executive Council, Academic Council, Finance Committee, Selection Committees, External Examiners or any of their sub-committees, shall be paid travelling allowance as follows:

- i. Where the journeys are made by Air: Return Air fare by the economy class.
- ii. Travel by Train: A.C. First Class or 2nd Class A.C., 2-tier return fare or the actual fare paid, whichever is less, together with the reservation charges paid.
- iii. Journey by Taxi/Own Car: When the journey is performed by own car, the T.A. shall be payable @ Rs.10/- per k.m. (Rupees Ten Per Kilometer). In other cases, T.A. will be payable as per prevalent Government rules, amended and updated from time to time.

**2. DAILY ALLOWANCE:**

Payment of daily allowance to members of the General Council, Executive Council, Academic Council, Finance Committee etc. shall be payable as per prevalent Government rules, amended and updated from time to time.

as follows:

Journey period


@ Rs.500/- per day

**NOTE:**

- (a) Local experts/members will be entitled to the reimbursement of actual conveyance charges in addition to the sitting fee/honorarium, when the University has not provided its conveyance.
- (b) Travel to/from airport/railway stations: Conveyance hire charges incurred by the member/expert for travel from/to residence/Head Quarters to/from the airport/railway station as the case may be and from airport/railway station to the place of meeting/stay and back at the Station of meeting will be reimbursed.
- (c) The University may provide suitable accommodation to the outstation members during their official visits.

**3. SITTING FEES:**

Members of General Council, Executive Council and Academic Council of the University attending various meetings shall be paid sitting fee @ Rs.2500/- (Rupees Two Thousand Five Hundred) per day; Members of the Finance Committee shall be paid sitting fee @ Rs.2000/- (Rupees Two Thousand), and Experts attending Selection Committees meetings, External Examiners/Evaluators may be paid appropriate Sitting Fee decided by the Vice-Chancellor depending upon the nature and duration of work.

  
REGISTRAR  
HIDAYATULLAH NATIONAL LAW UNIVERSITY  
RAIPUR (C.G.)