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**EIGHTEENTH MEETING OF EXECUTIVE COUNCIL**  
**02.10.2008**

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**TENTATIVE AGENDA FOR EIGHTEENTH EXECUTIVE COUNCIL MEETING**  
**TO BE HELD ON 02.10.2008**

1. Approval of minutes of sixteenth meeting of the Executive Council dated 21.06.2008.
2. Approval of recommendations of the Selections Committees.
3. Grant of Advance Increments to Faculty Members for M.Phil. as per UGC norms.
4. Perusal of audit reports for audit carried by Local Fund Audit for the financial years 2004-05, 2005-06, 2006-2007, 2007-2008
5. Approval of amendments made in Staff Regulations
6. Discussion regarding Convocation of Batch II students graduating in the month of December 2008.
7. Discussion regarding Notice inviting tender for construction of internal roads and boundary wall.
8. Payment to University Engineer Incharge/continuation or discontinuation of Shri S.C. Deshpande.
9. Any other matter with the permission of the chair.

**TENTATIVE NOTES ON AGENDA FOR EIGHTEENTH EXECUTIVE COUNCIL**  
**MEETING TO BE HELD ON 02.10.2008**

1. **Approval of minutes of sixteenth meeting of the Executive Council dated 21.06.2008.**

**Notes:**

The minutes of the sixteenth meeting of the Executive Council held on 21.06.2008 are placed for perusal and approval. (Annexure No. A-1, Page Nos. 05-06)

2. **Approval of recommendations of the Selection Committees.**

**Notes:**

As per decision of the fifteenth meeting of the Executive Council various teaching and non-teaching posts have been advertised. Selection Committee proceedings have taken place for various posts. The recommendations of the Selection Committees shall be placed for approval.

3. **Grant of Advance Increments to Faculty Members for M.Phil. as per UGC norms.**

**Notes:**

Two faculty members of HNLU, Ms. Ritu Sharma, Lecturer (Sociology) and Ms. Sarah Sharma, Lecturer (Political Science), have applied for grant of two advance increments in entry scale of 8000-275-13500 for M.Phil. as per UGC norms. As per provisions contained in Rule 6.0.0 and 6.1.0. of UGC they are entitled for two advance increments w.e.f. 29.01.2008 and 01.02.2008 respectively in the scale of 8000-275-13500. The matter is placed before the Executive Council for approval.

4. **Perusal of audit reports for audit carried by Local Fund Audit for the financial years 2004-05, 2005-06, 2006-2007, 2007-2008**

**Notes:**

Local Fund Audit was requested to carry audit of accounts of the University for the financial years 2004-05, 2005-06, 2006-2007, 2007-2008. The audit reports are placed before the Executive Council for perusal. (Annexure No. A-2, Page Nos. 7-33)

5. **Approval of amendments made in Staff Regulations**

**Notes:**

On the agenda regarding Staff Regulations, in its meeting dated 05.04.2008, the Executive Council constituted a Committee comprising of the Vice-Chancellor, HNLU; Advocate General Chhattisgarh and Prof. I.P. Massey, Faculty Member, HNLU to review/amend and finalize the HNLU Staff Regulations. As per the decision of the Executive Council, after review/amendments the staff regulations have been finalized by the Committee and placed for approval. (Annexure No. A-3, Page Nos. 34-73)

6. **Discussion regarding Convocation of Batch II students graduating in the month of December 2008.**

**Notes:**

Convocation Ceremony is an annual function organized by any University/College. However, earlier the students were admitted twice a year. The first batch of B.A. LL.B. (Hons.) students was admitted in July 2003 and the second batch in December 2003. The First Annual Convocation Ceremony/function at Hidayatullah National Law University has already been held in July 2008. The second batch of B.A. LL.B. (Hons.) students which was admitted in December 2003 will be graduating by December 2008. Hence,

the matter is placed for discussion before the Hon'ble Executive Council as to whether we should arrange a Convocation Ceremony in December 2008 or have it alongwith the third batch of B.A.L.L.B. (Hons.) going to graduate by July 2009.

7. **Discussion regarding Notice inviting tender for construction of internal roads and boundary wall.**

**Notes:**

Notice Inviting Tenders was published in the newspapers for construction of internal roads and boundary wall for HNLU campus. The University received four applications for internal roads and four applications for boundary wall. A tender committee was constituted comprising of Executive Engineer, P.W.D., State of Chhattisgarh; Executive Engineer, C.G. Housing Development Board, Raipur; Executive Engineer (Elect.), HNLU, Raipur and i/c. Registrar, HNLU. The tender committee met on 18.09.2008 and scrutinized the application forms. Most of the applicants had not enclosed the required documents. As per the recommendations of the tender committee, the bidders were asked to submit the required documents by 24.09.2008.

But even as on 24.09.2008, none of the parties could submit the required documents in support of fulfillment of the following qualifying condition, as informed by our Asst. Engineer (Civil) after scrutiny of the application forms and documents:

"ढेकेदार को समान प्रकृति का 3.00 करोड़ मूल्य लागत का कम से कम एक कार्य पूर्ण करना अनिवार्य है। इस हेतु उस रांस्था के सक्षम अधिकारी द्वारा इस आशय का जारी प्रमाण पत्र प्रस्तुत करना अनिवार्य है।"

As informed by A.E. (Civil), none of the contractors registered with P.W.D., Government of Chhattisgarh have done one work worth Rs.3.00 Crores for construction of boundary wall or cement concrete internal roads.

In consideration of the above facts, the Hon'ble Executive Council may consider waiver of the above condition and award construction work to the bidders who have quoted lowest rates. This will solve the problem and initiate the process of construction of boundary wall and internal roads of the University campus.

The matter is placed before the Executive Council for discussion and decision.

8. **Payment to University Engineer Incharge/continuation or discontinuation of Shri S.C. Deshpande.**

**Notes:**

As per the decision of the Executive Council dated 05.04.2008, Shri S.C. Deshpande, Managing Director, Sewri Consultants Pvt. Ltd., Mumbai was asked to function as University Engineer-in-Charge, on the recommendation of Shri Arshad Hidayatullah. The Executive Council in its meeting dated 21.06.2008 had authorized the Vice-Chancellor to further negotiate with Shri S.C. Deshpande for his payments. A meeting was fixed on 08.09.2008 at Mumbai for this purpose. The Vice-Chancellor, HNLU went there but Mr. Deshpande was not available for the meeting.

Shri Deshpande has submitted his revised draft proposal creating tentative burden of Rs.36,62,500/- which may further enhance with corresponding delay in completion of the project. (Annexure No. A-4, Page No.74-83)

Vide his letter dated 17.06.2008 he has minimized his scope of work for University project. As per his letter his work is only limited upto authentication of bills of construction company. He has shifted rest of all burden and responsibilities on University technical staff.

Till date, the University has paid/reimbursed Rs.1,08,556/- (Rupees One Lac Eight Thousand Five Hundred and Fifty Six) towards travel, stay and local conveyance arrangements etc. of Shri S.C. Deshpande. He has further submitted R.A. Bill No.007 for Rs.1,68,540/- (Annexure No.A-6, Page No.86-87). He has also claimed Rs.61,798/- for her architect Ms. Sapna Thanawala (Annexure No.A-7, Page No.88). who accompanied him to Raipur on 03.03.2008 & 04.03.2008. HNLU is not getting any grant either from UGC or State Government for such payments. It will be very difficult for the University to make such a huge payment of Rs.36,62,500/- merely for authentication of bills.

It is relevant to mention that even after appointment of Mr. Deshpande, there is no improvement in the speed of the construction work, no correction of defective construction, no compliance of work schedule/construction programme submitted by the contractor, no supervision, quality control or monitoring of the project by University Engineer-in-Charge. There is no possibility of technical and architectural supervision from Mumbai.

In view of the above, it is placed before the Hon'ble Executive Council to discuss and decide the following issues:

- (a) The utility of services of Shri S.C. Deshpande for the construction project in view of his limited scope of work i.e. just authentication of bills submitted by the construction company, after being processed by University technical staff (including shifting of burden and responsibility on the University's technical staff)?
- (b) Should we go for further negotiating with Shri Deshpande regarding his payments?
- (c) Should we continue or discontinue the services of Shri Deshpande, looking to his high claim of payments and limited scope of work?
- (d) Whether or not to pay the R.A. Bill No.007 of Rs.1,68,540/- of Shri S.C. Deshpande? (Annexure No.A-6, Page No.86-87)
- (e) Whether or not to entertain the bill of Ms. Sapna Thanawala for Rs.61,798/- for which no consultation or permission of University was obtained? (Annexure No.A-7, Page No.88)

9. **Any other matter with the permission of the chair.**

**MINUTES OF THE SIXTEENTH MEETING OF EXECUTIVE COUNCIL**  
**DATED 21.06.2008**

The sixteenth meeting of the Executive Council of Hidayatullah National Law University was held on 21.06.2008 at 9.00 a.m. at the Conference Hall of the University wherein the following Hon'ble Members were present:

1. Hon'ble Mr. Justice S.B. Sinha, Judge, Supreme Court of India
2. Hon'ble Mr. Justice Rajeev Gupta, Chief Justice, High Court of Chhattisgarh & Chancellor, HNLU
3. Hon'ble Mr. Justice S.K. Agnihotri, Judge, High Court of Chhattisgarh
4. Prof. (Dr.) M.K. Srivastava, Vice Chancellor, Hidayatullah National Law University
5. Shri Prashant Mishra, Advocate General, Chhattisgarh
6. Shri Vivek Ranjan Tiwari, Chairman, State Bar Council, Chhattisgarh
7. Shri Vijayendra, Secretary, Finance Department, Government of Chhattisgarh
8. Shri R.S. Sharma, Secretary, Law & Legislative Affairs Dept., Government of Chhattisgarh
9. Shri P. Ramesh Kumar, Secretary, Higher Education Department, Government of Chhattisgarh
10. Prof. Hanumant Yadav, Faculty Member, HNLU

The agenda items were taken up as under:

1. **Approval of minutes of the fifteenth meeting dated 05.04.2008 of the Executive Council.**  
**Decision:**  
Minutes of the fifteenth meeting dated 05.04.2008 of the Executive Council was perused and approved by the Executive Council.
2. **Placing recommendations of the Academic Council meeting for award of degrees and Medals, for approval by the Executive Council.**  
**Decision:**  
Minutes and recommendations of the eighth meeting of the Academic Council dated 19.06.2008 were perused and approved by the Executive Council.
3. **Discussion and decision on the issue of relaxation in the eligibility criteria for reserved category candidates.**  
**Decision:**  
Matter discussed. The Vice-Chancellor is authorized to take all steps as are necessary.

  
**REGISTRAR**  
**HIDAYATULLAH NATIONAL**  
**LAW UNIVERSITY, RAIPUR**

4. **Approval to revised proposal for internal roads for HNLU campus.**  
**Decision:**  
Revised proposal for internal roads approved by the Executive Council, subject to the rates finalized in the tender.
5. **Discussion on progress of Building Construction & payments made to NCCL for kind perusal & approval.**  
**Decision:**  
(a) The Executive Council approved the payments made to NCCL upto 15th R.A. bill and 5th Escalation Bill. The Executive Council further decided that the next payments to NCCL will be made only with the prior approval of the Executive Council.  
(b) The Vice-Chancellor is authorized to further negotiate with Shri S.C. Deshpande.  
(c) A status report of the construction of HNLU building must be placed before the next Executive Council.
6. **Any other matter with the permission of the Chair.**

  
REGISTRAR  
HIDAYATULLAH NATIONAL  
LAW UNIVERSITY, RAIPUR

## कार्यालय उप संचालक स्थानीय निधि संपरीक्षा रायपुर (छ0ग0)

(शास्त्री चौक, न्यायी भवन, मंत्रालय के सामने, पोस्ट बैग नंबर -04 दूषाब कं.-2229657)

कं./डी.डी.एल.ए.आर./प्रति.-1/08/

2634 रायपुर दिनांक 27-8-08

(कुलपति/कुल सचिव, हिदायतुल्ला राष्ट्रीय विधि वि.वि. रायपुर की ओर वर्ष 2004-05 से 2007-08 का अंकेक्षण प्रतिवेदन भाग एक संलग्न प्रेषित कर निवेदन है कि कृपया अंकेक्षण प्रतिवेदन कार्य परिषद् के समक्ष प्रस्तुत करने के पश्चात् अपने उत्तर सहित पालन प्रतिवेदन अंकेक्षण प्रतिवेदन प्रसारित दिनांक से चार माह के अन्दर सचिव, उच्च शिक्षा अनुदान विभाग रायपुर के माध्यम से इस कार्यालय को भेजने की व्यवस्था करें।

1. कृपया प्रत्येक अनुच्छेद क्रमांक के समक्ष स्थानीय प्रभारी अधिकारी के उत्तर के लिये जो स्थान है वहीं दिया जावे।
2. छ.ग. स्थानीय निधि संपरीक्षा अधिनियम 1973 की धारा 10(1) के अनुसार कार्य परिषद् के संकल्प की प्रति पालन प्रतिवेदन के अनुसार प्रेषित की जावे।
3. अंकेक्षण प्रतिवेदन की प्राप्ति से कृपया आगामी डाक द्वारा सूचित करने का कष्ट करें।

  
(बी.एस.भगत)

उपसंचालक  
स्थानीय निधि संपरीक्षा  
रायपुर छ.ग.

कं./डी.डी.एल.ए.आर./प्रति.-1/08/

रायपुर दिनांक

प्रतिलिपि:-

1. सचिव, उच्च शिक्षा मंत्रालय छ.ग. शासन रायपुर।
2. सचिव, यू.जी.सी. नई दिल्ली।
3. आयुक्त, स्थानीय निधि संपरीक्षा छ.ग. रायपुर।
4. अधिभार एवं अनुदान कक्ष क्षेत्रीय कार्यालय रायपुर।

501-  
(बी.एस.भगत)

उपसंचालक  
स्थानीय निधि संपरीक्षा  
रायपुर छ.ग.



संपरीक्षा प्रतिवेदन भाग-एक  
 हिदायतुल्ला राष्ट्रीय विधि विश्व विद्यालय  
 रायपुर (छ.ग.)  
 वर्ष 2004-05 से 2007-08

परिचायक -

- (1) वर्तमान संपरीक्षा की अवधि - 12.05.08 से 05.06.08  
 (2) विगत संपरीक्षा की अवधि प्रथम अंकेक्षण  
 (3) वर्तमान संपरीक्षा की वित्तीय वर्ष 2004-05 से 2007-08  
 (4) पदाधिकारीगण

- (1) कुलपति -- (1) प्रो. जोरा पी. वर्गीस  
 दिनांक 01.04.2004 से 08.11.2004  
 (2) श्री पंकज द्विवेदी (विशेष अधिकारी)  
 दिनांक 08.11.2004 से 09.06.2005  
 (3) प्रो. एम. के. श्रीवास्तव  
 दिनांक 09.06.05 से 31.03.08  
 (2) कुलसचिव - (1) डॉ. एस.के. वर्मा  
 दिनांक 01.04.2004 से 13.08.2004  
 (2) श्री जी.एस. वर्मा  
 दिनांक 01.11.2004 से 31.08.2005  
 (3) श्री एम.के. ठाकरे  
 दिनांक 01.09.05 से 31.03.2008

- (5) सीनियर ऑडिटर - गोविन्द सिंह  
 (6) प्रतिवेदन की पृष्ठ संख्या - 28  
 (7) प्रतिवेदन में उत्थापित महत्वपूर्ण कड़िकाओं - 5,6,7,8,9,10,11,13, 14,15,17 का क्रमांक  
 (8) अधिभार योग्य आक्षेपों की कड़िका क.  
 (i) संचालक के क्षेत्रान्तर्गत - निरंक  
 (ii) संयुक्त संचालक के क्षेत्रान्तर्गत - निरंक  
 (iii) उप संचालक के क्षेत्रान्तर्गत - निरंक  
 (iv) सहायक संचालक के क्षेत्रान्तर्गत - निरंक

1. प्रस्तावना - विधि के क्षेत्र में तथा विधि विज्ञान से सम्बन्ध अध्ययन अध्यापन तथा शोध की उन्नति और ज्ञान के प्रसार तथा समाज की आवश्यकता के अनुरूप राष्ट्रीय तथा अन्तराष्ट्रिय ख्याति प्राप्त कुशल विधि व्यवसायी तैयार करना, अधिकता व्यवसाय के आशायित न्यायिक सेवा, विधि अधिकारी प्रबन्धन तथा विधायन प्रारूपकार इत्यादि में रुचि रखने वालों को प्रशिक्षित करने तथा उससे अनुषंगिक विषयों के प्रयोजनों के लिए ही "हिदायतुल्ला विधि विश्वविद्यालय छत्तीसगढ़ अधिनियम 2003 द्वारा हिदायतुल्ला विधि विश्व विद्यालय की स्थापना की गई । अधिनियम के अनुसार विश्व विद्यालय की स्थापना का पूंजीगत व्यय राज्य सरकार द्वारा वहन किया जावेगा। स्थापना दिवस 1 जुलाई 2003 से मार्च 2004 तक की अवधि का अंकेंक्षण महालेखाकार कार्यालय द्वारा किया जा चुका है विभाग का यह प्रथम अंकेंक्षण है ।

## 2. बजट:-

(1) वर्ष 2004-05 वर्ष 2004-05 का बजट निर्धारित प्रक्रिया का पालन किया जाकर तैयार नहीं किया गया था । संस्था द्वारा आय का बजट प्राकलन तैयार नहीं किया गया था हिदायतुल्ला राष्ट्रीय विधि विश्वविद्यालय अधिनियम 2003 के धारा 15 अनुसूति परिनियम 17(3) के अनुसार विश्वविद्यालय के वार्षिक बजट वित्त समिति द्वारा परीक्षण तथा परी-निरिक्षण किया जाकर कार्यपालक परिषद से अनुशंसा प्राप्त किया जाना था जिसका अभाव पाया गया वर्ष 2004-05 के अनुमानित एवं वास्तविक आय व्यय के आंकड़े निम्नानुसार रहा -

	अनुमानित	वास्तविक
आय		2,53,11,397.00
व्यय	2,19,70,000.00	2,62,29,318.00

वि.वि. द्वारा इसके अतिरिक्त राशि रुपये रुपये 5.30 लाख अतिरिक्त व्यय, रुपये 25 करोड़ नवीन कार्यालय भवन निर्माण हेतु पृथक से प्रस्तावित किया जाकर, शासन से मांग ली गई थी । वास्तविक आय से वास्तविक व्यय अधिक होने के संबंध में अवगत कराया गया कि नवीन कार्यालय भवन निर्माणकर्ता को 32.00 लाख अग्रिम भुगतान किया गया था । निकाय द्वारा पृथक से संक्षिप्त आय व्यय पंजी मदवार निर्धारित नहीं किया गया था ।

(2) वर्ष 2005-06 - वित्तीय वर्ष 2005-06 में भी बजट निर्धारित प्रक्रिया का पालन किया जाकर तैयार नहीं की गई थी। उपलब्ध अभिलेखों के आधार पर अनुमानित एवं वास्तविक आय व्यय के आंकड़े निम्नानुसार थे।

	अनुमानित	वास्तविक
आय		13,40,35,450.00
व्यय	3388,00,000	1,28,22,458.00

अनुमानित आय का बजट तैयार नहीं किया गया था विश्वविद्यालय के नवीन भवन निर्माण हेतु 30.00 करोड़ रुपये प्रस्तावित किया गया था जिसमें से 10.00 करोड़ रुपये नहीं प्राप्त हो सके।

(3) वर्ष 2006-07- वित्तीय वर्ष 2006-07 का बजट निर्धारित प्रक्रिया का पालन किया जाकर तैयार किया गया था वि.वि. वित्त समिती की बैठक दिनांक 21.08.06 के कंडिका क्रमांक 02 द्वारा वर्ष 2006-07 का बजट अनुमान स्वीकृत किया जाकर वि.वि. कार्यपालिका परिषद के बैठक दिनांक 26.01.07 के कंडिका क्रमांक 05 द्वारा अनुशंसा प्राप्त किया गया था। अनुमानित एवं वास्तविक आय व्यय के आंकड़ें निम्नानुसार थे -

	अनुमानित	वास्तविक
आय	2,47,27,000.00	20,91,14,874.00
व्यय	47,18,10,000.00	14,64,61,830.00

अनुमानित आय में केवल विश्वविद्यालय के स्वयं के स्रोत से प्राप्त आय दर्शित आय किया गया था शेष राशि छ.ग. शासनरा से मांग की गई थी।

(4) वर्ष 2007-08- वित्तीय वर्ष 2007-08 का बजट अनुमानित वि.वि. वित्तसमिती की बैठक दिनांक 07.03.2007 के कंडिका क्रमांक 03 द्वारा स्वीकृत किया जाकर, वि.वि. कार्यपालिका परिषद की बैठक दिनांक 12.05.07 के कंडिका क्रमांक 03 द्वारा अनुशंसा प्राप्त किया गया था अनुमानित एवं वास्तविक आय-व्यय के आंकड़ें निम्नानुसार था

	अनुमानित	वास्तविक
आय	8,00,67,882.00	28,39,05,881.00
व्यय	70,50,67,882.00	20,67,09,372.00

नवीन भवन निर्माण एवं अन्य इक्विपमेंट हेतु रुपये 62,50,00,000/- पृथक् से शरान से मांग की गई थी व्यय में विभिन्न वर्षों में विनियोजित राशि को सम्मिलित नहीं किया गया है ।

(3) विनियोजन - अंकेक्षण के दौरान भौतिक सत्यापन में पाया गया कि विश्वविद्यालय द्वारा अपने बचत आय को ब्याज अर्जन को दृष्टिगत रखते हुए इलाहाबाद बैंक एवं पंजाब नेशनल बैंक में रखाई जमा के रूप में राशि रुपये 24,16,81,457.00 विनियोजित किया गया था ।

4. बैंक समाधान विवरण - अंकेक्षण के दौरान पाया गया कि विश्वविद्यालय द्वारा अंकेक्षित अवधि का बैंक समाधान विवरण तैयार किया जाकर केशबुक शेष का मिलान किया गया था अंकेक्षण के दौरान प्राप्ति आय-एवं निर्गमित बैंक का अनुरेखण किया गया ।

(1) केशबुक के अनुसार 31 मार्च 08 को शेष	1,91,31,168.00
+ निर्गमित धनादेश जो बैंक में प्रस्तुत नहीं	42,54,149.00
+ बैंक में सीधे जमा एवं बैंक द्वारा क्रेडिट	67,607.00
योग	2,34,52,924.00
(-) निक्षिप्त धनादेश जो बैंक में क्रेडिट नहीं	40,975.00
(-) बैंक चार्ज भारित जो केशबुक में नहीं	8,874.00
(2) 31 मार्च 2008 को बैंक स्टेटमेंट के अनुसार शेष	2,34,03,075.00

विश्वविद्यालय द्वारा अंकेक्षित अवधि का आंतरिक अंकेक्षक से अंकेक्षण से कराया गया था ।

#### (5) श्री सत्येन्द्र कुजुर सहायक से राशि रुपये 10,612.00 की वसूली अपेक्षित

अंकेक्षण के दौरान भुगतान प्रमाणको के परीक्षण में पाया गया कि विश्वविद्यालय के वाहनो में ईंधन व्यवस्था हेतु श्री कुजुर द्वारा स्लीप जारी किया जाता था जिसके आधार पर अनुपम आटो सर्विस रायपुर द्वारा विश्वविद्यालय के वाहनो में ईंधन प्रदाय किया जाता था । दिनांक 01.11.2004 को मेसर्स अनुपम आटो सर्विस रायपुर को ईंधन प्रतिपूर्ति की राशि रुपये 38,306/- भुगतान किया गया। देयक एवं संलग्न स्लीप के परीक्षण में पाया गया कि श्री कुजुर द्वारा अपने स्वयं के वाहन क्रमांक सी.जी. 04 बी - 8379 (मारुति आल्टो) में भी विश्वविद्यालय निधि से 280 लीटर ईंधन (पेट्रोल) प्राप्त किया जाकर निजी उपयोग किया गया । विवरण निम्नानुसार है ।

1. स्लीप क्रमांक	9105	दिनांक 26.08.2004	30 लीटर
2. स्लीप क्रमांक	9109	दिनांक 31.08.2004	30 लीटर
3. स्लीप क्रमांक	9116	दिनांक 09.09.2004	30 लीटर
4. स्लीप क्रमांक	9119	दिनांक 12.09.2004	30 लीटर
5. स्लीप क्रमांक	9122	दिनांक 15.09.2004	30 लीटर

6. स्लीप कमांक	9125	दिनांक 18.09.2004	25 लीटर
7. स्लीप कमांक	9202	दिनांक 21.09.2004	30 लीटर
8. स्लीप कमांक	9205	दिनांक 24.09.2004	30 लीटर
9. स्लीप कमांक	9210	दिनांक 28.09.2004	30 लीटर
10. स्लीप कमांक	9211	दिनांक 30.09.2004	15 लीटर
			280 लीटर
			दर 37.90 प्रति लीटर

वसूली योग्य राशि -- 10612.00

इस प्रकार श्री कुजुर द्वारा अपने अधिकारों का दुरुपयोग करते हुए विश्वविद्यालय निधि से स्वयं के वाहन में 280 लीटर ईंधन का उपयोग किया जाकर राशि रुपये 10612/- की आर्थिक क्षति पहुँचाई गई। अतः आर्थिक क्षति की राशि रुपये 10612/- श्री कुजुर से वसूल किया जाना अपेक्षित है।

(2) उक्त अवधि के वाहनो के लागबुक भी परीक्षण हेतु प्रस्तुत नहीं किया गया जिससे प्रदाय की गई ईंधन का विश्व विद्यालय हित में परीक्षण किया जा सके।

(पत्र क्रमांक 26 दिनांक 03.06.08 द्वारा आक्षेप प्रसारित किया गया।)

6. भुगतान संदिग्ध - वित्तीय वर्ष 2004-05 के भुगतान प्रमाणको के परिक्षण में पाया गया कि दिनांक 30.10.2004 को तीर्थ कुमार स्वामी को वाहन किराया (जून 04 से सितम्बर की अवधि के लिए राशि रुपये 75000/- भुगतान किया गया। जिसमें निम्नानुसार स्थिति अस्पष्ट रही

(1) प्रस्तावित भुगतान के समर्थन में बिल/ स्वीकृति/ कार्यदेश एवं मांग पत्र सलग्न किया जाना नहीं पाया गया।

(2) उक्त वाहन किस उद्देश्य से किराये पर लिया गया था एवं वाहन का उपयोग किसके द्वारा किया गया।

(3) वाहन किराये निर्धारण का आधार क्या था? वाहन किराया मासिक था या घंटे के आधार पर था स्थिति अस्पष्ट रही।

(4) वाहन का उपयोग विश्वविद्यालय कार्यों हेतु किया गया या अन्य उद्देश्य से।

उक्त बिन्दुओं की स्थिति अस्पष्ट होने एवं भुगतान के समर्थन में कोई भी अभिलेख उपलब्ध नहीं कराये जाने से भुगतान संदिग्ध भुगतान की श्रेणी में रखा गया। औचित्यपूर्ण अभिलेख के अभाव में भुगतान राशि स्वीकृति। भुगतानकर्ता अधिकारी से वसूली योग्य है।

(2) दिनांक 20.09.2004 को श्री आनंदकुमार को रुपये 16123.00 एवं श्री राजय कुमार पोतदार को रुपये 3390/- एयर टिकट के रूप में डीडी द्वारा भुगतान किया गया । उक्त भुगतान किस उद्देश्य से किया गया, उक्त पक्षों का विश्वविद्यालय में प्रवास का क्या उद्देश्य था, के समर्थन में कोई भी अभिलेख उपलब्ध नहीं कराया गया केवल भुगतान प्रमाणक भी संलग्न पाया गया । फलस्वरूप भुगतान का उद्देश्य एवं प्रकृति स्पष्ट न होने से भुगतान संदिग्ध प्रतीत होता है जो वसूली योग्य है ।

उपरोक्त (1) एवं (2) के भुगतान स्वयं जोश पी. वर्गीस कुलपति द्वारा अपने स्वयं के खाते से किया गया था जिसे बाद में विश्वविद्यालय निधि से प्रतिपूर्ति की गई ।

(पत्र क्रमांक 26 दिनांक 03.06.08 द्वारा आक्षेप जारी किया गया )

**7. भुगतान का आधार एवं औचित्य अस्पष्ट :-** अंकेक्षण के दौरान भुगतान प्रमाणकों के परीक्षण में पाया गया कि दिनांक 16.04.04 को राशि रुपये 8100.00 चार फेकल्टी को मानदेय के रूप में भुगतान किया गया । विवरण निम्नानुसार है ।

(1) श्री राजीव एस.एस. दिनांक 04.04.04 से 14.04.04 11 दिवस दर 300 प्रतिदिन	3300.00
(2) श्री डिमापेल गोहन दिनांक 05.04.04 से 14.04.04 10 दिवस दर 300 प्रतिदिन	3000.00
(3) श्री एल. पुष्पकुमार दिनांक 10.04.04 से 12.04.04 03 दिवस दर 300 प्रतिदिन	900.00
(4) श्री एस.शांताकुमार दिनांक 10.04.04 से 12.04.08 03 दिवस दर 300 प्रतिदिन	900.00
	<u>8100.00</u>

(1) मानदेय की राशि रुपये 300/- प्रतिदिन भुगतान किये जाने के संबंध में वित्त समिति अथवा कार्यपरिषद की स्वीकृति / अनुमोदन अपेक्षित रहा ।

(1.1) उपरोक्त पक्षों को मानदेय की राशि किस उद्देश्य से भुगतान किया गया, के समर्थन में कोई भी अभिलेख उपलब्ध नहीं कराया गया । जिससे भुगतान की सार्थकता प्रमाणित हो सके ।

(2) वित्तीय वर्ष 2004-05 में दिनांक 16.07.2004 को प्रो. बी.बी. पाण्डेय को 12 जुलाई 04 से 16 जुलाई 2004 तक की यात्रा हेतु रुपये 16060/- एयर टिकट एवं रुपये 6400/- मानदेय के रूप में भुगतान किया गया ।

(3) दिनांक 22.07.2004 को प्रो. एम.पी. सिंह को 20.07.04 से 24.07.2004 तक की अवधि में प्रवास हेतु राशि रुपये 16060/- एयर टिकट एवं राशि रुपये 10000/- महंगाई भत्ता एवं अन्य के नाम से भुगतान किया गया ।

कॉलेज (2) एवं (3) के भुगतान में निम्नांकित बिन्दु अस्पष्ट रही-

(ii) प्रो. बी.बी. पाण्डेय एन प्रो एम.पी. सिंह का विश्वविद्यालय में प्रवास का प्रयोजन क्या था अस्पष्ट रहा ।

(iii) प्रो. बी.बी. पाण्डेय को दिनांक 12.07.2004 से 16.07.04 तक 05 दिवस हेतु मानदेय रुपये 6400/- का भुगतान का आधार क्या था ?

(iv) प्रो. एम.पी. सिंह को दिनांक 20.07.04 से 24.07.04 तक 05 दिवस हेतु मंहगाई भत्ता एवं अन्य रुपये 10000/- भुगतान का आधार /मान क्या था ?

सामान्य वित्तीय निम्नानुसार सभी प्रकार के कार्यों जैसे - यात्रा मांगदेय पेपर मूल्यांकन, गुड कोर्ट आदि कार्यों हेतु वित्त समिति द्वारा मानदेय निर्धारित किया जाकर विश्व विद्यालय कार्य परिषद से अनुमोदन/स्वीकृति प्राप्त किया जाकर, निर्धारित दर से मानदेय भुगतान किया जाता था । परन्तु पूर्व कुलपति प्रो. जोश पी. वर्गीस द्वारा बगैर किसी आधारके अलग-अलग पक्षों को अलग-अलग दर से मानदेय भुगतान किया गया । भुगतान में वित्तीय मानक सिद्धांतों का पालन किया जाना नहीं पाया गया अलग-अलग दर से मानदेय भुगतान के समर्थन में वांछित अभिलेख, अंकेक्षण द्वारा पत्रक क्रमांक 26 दिनांक 03.06.08 एवं पत्र क्रमांक 27 दिनांक 04.06.08 द्वारा मांग किया गया, परन्तु मानदेय भुगतान के समर्थन में कोई भी अभिलेख उपलब्ध नहीं कराया गया । ऐसी स्थिति में भुगतान की गई राशि के समर्थन में वांछित अभिलेख उपलब्ध नहीं कराये जाने से, उक्त राशि उत्तरदायी पक्ष से वसूली योग्य है ।

#### 8. बालक छात्रावास हेतु भवन कय की कार्यवाही न्यायोचित नहीं -

अंकेक्षण के दौरान परीक्षण में पाया गया कि हिदायतुल्ला राष्ट्रीय विधि विश्व विद्यालय रायपुर द्वारा जीवन विहार कालोनी तेलीबांधा रायपुर में राशि रुपये 1.51 करोड़ की लागत से बालक छात्रावास भवन कय हेतु दो अनुबन्ध निष्पादित किये गये (पहला 15 जनवरी 2004 एवं दूसरा 11 फरवरी 2004 को) एवं अनुबन्ध के अनुसार दिनांक 22.09.2004 को रुपये 95000/- सुरक्षा निधि तथा राशि रुपये 221.85 लाख अग्रिम बतौर भुगतान किया गया । प्रथम अनुबन्ध में यह शर्त रखी गई थी कि शेष राशि का भुगतान तीन माह के भीतर कर दिया जावेगा । अनुबन्ध दिनांक 11 फरवरी 2004 में यह उल्लेख किया गया था कि यदि तीन माह के भीतर शेष राशि का भुगतान नहीं किया जात है, तो अग्रिम में दी गई राशि 23 माह का किराया मान लिया जावेगा ।

(2) विश्वविद्यालय परिसर निर्माण कार्य, जिसमें बालक छात्रावास भी सम्मिलित है, मेसर्स नागार्जुन कंस्ट्रक्शन कम्पनी हैदराबाद को कार्यदेश प्रदाय किया गया था । यह प्रोजेक्ट 14 माह अर्थात् जुलाई 2005 तक पूरा होना संभावित है, जैसा कि कार्यपरिषद की बैठक दिनांक 04.07.2004 के संकल्प 16 में उल्लेखित है । इसको दृष्टिगत रखते हुए भवन कय युक्तियुक्त प्रतीत नहीं होता । इसके बजाय भवन किराये पर लिया जाना उचित था । कय की कार्यवाही में निम्नांकित अनियमितताएं पाई गई ।

- (1) कय अनुबन्ध निष्पादन के पूर्व आवश्यकता का अनुमान नहीं किया गया ।
- (2) भवन का शार्सकिय मूल्यांकन कर्ताओं द्वारा मूल्यांकन नहीं कराया गया था । नेगोशियेशन एवं राशि रूपये 1.51 करोड मूल्यानिर्धारण से संबंधित कोई भी दस्तावे नहीं पाया गया ।
- (3) भवन की मजबूती/गुणवत्ता का किसी तकनीकी विशेषज्ञ द्वारा जांच कराया जाना नहीं पाया गया ।
- (4) अनुबन्ध दिनांक 11.02.04 की कंडिका 01 के अनुसार भवन के कय मूल्य भुगतान नहीं करने की स्थिति में राशि रूपये 21.85 लाख को माह दिसम्बर 2003 से नवम्बर 2005 तक की अवधि का रूपये 95000/- प्रतिमाह की दर से अग्रिम किराया मान लिया गया इस किराये का निर्धारण कलेक्टर (भाडा नियंत्रक) रायपुर से निर्धारित नहीं कराया गया ।
- (5) भवन कय हेतु बगैर धन की व्यवस्था किये विश्वविद्यालय द्वारा कय अनुबन्ध निष्पादित किया गया फलस्वरूप बिना ब्याज के राशि रूपये 21.85 लाख भुगतान करने हेतु बाध्य होना पड़ा जिससे विश्व विद्यालय में ओवरड्राफ्ट की स्थिति निर्मित हो गई ।
- (6) अग्रिम राशि रूपये 21.85 लाख पर देय ब्याज के संबंध में अनुबन्ध में कोई कंडिका सम्मिलित न किये जाने से भवन स्वामी को विश्व विद्यालय द्वारा अनाधिकृत लाभ प्रदान किया गया ।
- (7) भवन कय के अनुबन्ध निष्पादन के पूर्व अधिनियम में प्रावधानुसार कार्य परिषद से अनुमोदन प्राप्त किया जाना था इससे संबंधित अभिलेख उपलब्ध नहीं कराया गया ।

कय अनुबन्ध में निर्धारित समयावधि में कय की निर्धारित राशि भुगतान नहीं किया जा सका फलस्वरूप अग्रिम भुगतान रूपये 21.85 लाख का किराये में समायोजन किया गया इस प्रकार की कार्यवाही कदापि न्यायोचित नहीं था ।

अतएव उपरोक्त अनियमितताए वि.वि. प्रशासन के ध्यान में लाई जाती है ।

#### 9. शेड निर्माण एवं एल्युमिनियम पार्टेशन कार्य में निर्माण कार्य नियमों का पालन न किया जाना :-

अंकेक्षण के दौरान वर्ष 2004-05 के भुगतान प्रमाणको के परिक्षण में पाया गया कि विश्वविद्यालय द्वारा वर्तमान परिसर में दो शेड निर्माण एवं एल्युमिनियम पार्टेशन द्वारा केबिन निर्माण का कार्य कराया गया । निर्माण कार्य में, निर्माण कार्य मेन्यूवल तथा निर्माण कार्य से सामान्य निर्देशो का पालन नहीं किया गया । विश्व विद्यालय द्वारा बगैर प्रॉकलन एवं निविदा आमंत्रण के ही निर्माण कार्य कराया गया । जबकि निर्माण कार्य में निम्नानुसार कार्यवाही किया जाना चाहिए था

- (1) कराये जाने वाले निर्माण कार्य का नक्शा तैयार कर, उसके आधार पर प्राकलन तैयार किया जाकर तकनीकी एवं प्रशासनीय स्वीकृति प्राप्त किया जाना चाहिए ।
- (2) कार्य सम्पादन हेतु निविदा आमंत्रित किया जाकर, न्यूनतम निविदा दर, निविदा समिति के अनुशंसा पश्चात् संबंधित पक्ष से अनुबन्ध निष्पादित किया जाकर कार्यादेश जारी किया जाना चाहिए ।



(4) कराये गये कार्य की माप प्राक्टिस, नक्शा को दृष्टिगत रखते हुए माप पुस्तिका में दर्ज किया जाना चाहिए ।

(5) कार्य पूर्ण होने पर एस.ओ.आर. प्रमात्रा के अनुसार गुणवत्ता का परीक्षण किया जाकर, ही नियमानुसार टी.डी.एस. एवं सी.टी. कटौती की जाकर भुगतान की कार्यवाही किया जाना चाहिए ।

विश्वविद्यालय प्रशासन द्वारा कराये गये निर्माण कार्य में उपरोक्त बिन्दुओं का पालन नहीं किया गया फलस्वरूप तुलनात्मक दशों के लाभ से वंचित होना पड़ा । कराये गये निर्माण कार्य का विवरण निम्नानुसार है -

(1) भुगतान दिनांक 28.06.04 श्री विसनाथ कूरें शेड निर्माण रु 3,55,399.00

(2) भुगतान दिनांक 09.07.04 श्री विसनाथ कूरें शेड निर्माण रु 5,01,040.00

(3) भुगतान दिनांक 19.06.04 श्री विनित गुप्ता 2 केबिन निर्माण 278.25 SFT दर 145/-

2 कक्ष निर्माण 157.43 SFT दर 145/-

= 63199.00

(4) भुगतान दिनांक 13.07.04 श्री विनित गुप्ता पेनल रूम निर्माण 1 नग एवं क्लास रूम टॉप सिलिंग विद्युतकार्य 75056.00

उपरोक्त बिन्दुओं को दृष्टिगत रखते हुए भविष्य में निर्माण कार्य कराया जाना विश्व विद्यालय के आर्थिक हित में होगा ।

10. किराये पर लिए गये भवनों के किराया निर्धारण में सामान्य वित्तीय नियमों का पालन नहीं किया जाना - अंकेक्षण के दौरान भवन किराया नस्तियों के परीक्षण में पाया गया कि विश्व विद्यालय द्वारा आवश्यकता को दृष्टिगत रखते हुए विद्यार्थियों के हास्टल एवं संकाय सदस्यों हेतु निजी भवन किराये पर ली गई थी । किराये पर ली गई भवनों के, किराया निर्धारण के समय विश्व विद्यालय के आर्थिक हितों को दृष्टिगत रखते हुए नियमानुसार कार्यवाही किया जाना नहीं पाया गया ।

(1) प्रथमतः किराये पर ली जाने वाली भवनो का नक्शा तथा निर्मित क्षेत्र के आधार पर कलेक्टर (भाड़ा नियंत्रक) रायपुर से किराये के भवनो का किराया निर्धारित कराया जाना नहीं पाया गया ।

(2) वित्तीय वर्ष 2004-05 में किराये पर ली गई भवनो के किराया निर्धारण में भवन स्वामी से किराये संबंध में निगोशियेशन किया जाना नस्ती में दृष्टिगत नहीं हुआ ।

इस संदर्भ में विश्व विद्यालय प्रशासन द्वारा अवगत कराया गया कि कलेक्टर द्वारा निर्धारित दर पर कोई भी भवन स्वामी किराये पर भवन देना नहीं चाहता है । एवं विश्व विद्यालय में अध्ययनरत छात्र एवं छात्राओं हेतु सुरक्षित छात्रावास उपलब्ध कराया जाना, एवं सुव्यवस्थित अध्ययन व्यवस्था हेतु तत्कालीन रूप से भवन किराये पर लिया जाना आवश्यक था । परन्तु उपरोक्त परिस्थिति

की दृष्टिगत रखते हुए भी आर्थिक हित के तहत किराये निर्धारण में निगोशिएशन की कार्यवाही किया जाना था जो नहीं किया गया। भविष्य में उपरोक्तानुसार कार्यवाही किया जाना विश्व विद्यालय को आर्थिक हित में होगा।

“हितायतुल्ला राष्ट्रीय विधि विश्वविद्यालय स्टाफ रेग्युलेशन 2005” बनाए जाने पर संकाय सदस्यों को रेग्युलेशन में निर्धारित पात्रता एवं दर से किराये कर भुगतान किया जा रहा है।

#### 11. अजय ड्रेवल्स को ओपन एयर टिकिट का रूपये 215025/- का भुगतान संदिग्ध -

वित्तीय वर्ष 2004-05 के भुगतान प्रमाणको के परीक्षण में पाया गया कि प्रो. जोश पी. वर्गीस पूर्व कुलपति के नाम से विभिन्न तिथियों में ओपन एयर टिकिट कय किया जाकर अजय ड्रेवल्स रायपुर को रूपये 215025/- भुगतान किया गया विवरण निम्नानुसार है-

(1) बिल क्रमांक 8660	दि. 05.05.04	राशि रूपये 44176.00	भुगतान तिथि 19.05.2004
(2) बिल क्रमांक 8885	दि. 11.06.04	राशि रूपये 24096.00	भुगतान तिथि 21.06.2004
(3) बिल क्रमांक 8923	दि. 17.06.04	राशि रूपये 44176.00	भुगतान तिथि 21.06.2004
(4) बिल क्रमांक 9073	दि. 16.07.04	राशि रूपये 44176.00	भुगतान तिथि 20.07.2004
(5) बिल क्रमांक 8760	दि. 21.05.04	राशि रूपये 14176.00	भुगतान तिथि 20.07.2004
(6) बिल क्रमांक 9581	दि. 22.10.04	राशि रूपये 44225.00	भुगतान तिथि 30.10.2004
योग		215025.00	

उपरोक्त समस्त ओपन टिकिट प्रो. जोश पी. वर्गीस पूर्व कुलपति के नाम से ली गई थी। परन्तु देयक के साथ मात्रा टिकिट, यात्रा का विवरण आदि यात्रा के समर्थन में कोई भी अभिलेख संलग्न नहीं पाया गया। मांग करने पर भी उक्त टिकिटों के विरुद्ध की गई यात्रा का ब्यौरा ही उपलब्ध कराया गया। फलस्वरूप भुगतान की स्थिति संदिग्ध रही उपरोक्त ओपन टिकिट के विरुद्ध की गई यात्रा के संदर्भ में खर्च की स्थिति स्पष्ट करने तथा आवश्यक अभिलेख यात्रा टिकिट आदि उपलब्ध कराया जावे अन्यथा स्थिति में भुगतान की गई राशि संबंधित पक्षकार से वसूली योग्य होगी।

(पत्र क्रमांक 26 दिनांक 03.06.08 द्वारा आक्षेप जारी)

#### 12. कय की गई ए.सी. की गुणवत्ता सत्यापन अपेक्षित -

अंकेक्षण के दौरान पाया गया कि मेसर्स नरेश मार्केटिंग रायपुर से 06 नग ए.सी. एल.जी. कम्पनी का कय किया जाकर दिनांक 22.06.2004 को राशि रूपये 2,07,000/- का भुगतान किया गया। प्रमाणक से साथ संलग्न प्रपत्रों के जांच में पाया गया कि एल.जी. कम्पनी के ए.सी. कय डी.जी.एस.एण्ड डी. की दर पर कय किया जाना दर्शाया गया। परन्तु एल.जी. कम्पनी का ए.सी. कम्पनी

जो निर्धारित दर से कम दर पर प्रदाय किया गया था कम्पनी दर से कम दर पर कर का आधार अस्पष्ट रहा । दर में निगोशिएशन संबंधी कोई भी अभिलेख उपलब्ध नहीं कराया गया । प्रदाय आदेश दिनांक 20.06.2004 को जारी किया गया विवरण निम्नानुसार है -

क्र.	ए.सी. का मॉडल	बिल में भारित दर	कम्पनी दर
1	एल डब्ल्यू एम - 2466 बी.सी. 2 टन	01 नग 21,000/-प्रति नग	28490.00 प्रति नग
2	एल.पी.के. 3655 टी.टी. 3 टन	01 नग 5800/-प्रति नग	59000.00 प्रति नग
3	एल.एस.के. 2161 पी.टी.सी.एस.	02 नग 36,000/-प्रति नग	39490.00 प्रति नग
4	एल.एस.के. 1863 क्यू.सी.टी.एस.	02 नग 28,000/-प्रति नग	32490.00 प्रति नग

उपरोक्तानुसार स्पष्ट है कि सामग्री कम्पनी दर से कम दर पर प्रदाय किया गया है । इस प्रकार प्रदाय की गई ए.सी. की गुणवत्ता कम्पनी द्वारा निर्धारित मापदण्ड एवं गुणवत्ता के अनुसार प्रदाय की गई या नहीं, का तकनीकी विशेषज्ञ से सत्यापन कराया जाना अपेक्षित है ।  
(पत्र क्रमांक 26 दिनांक 03.06.2008 द्वारा आक्षेप जारी)

### 13. एक ही बैंक खाते के दोहरा चैक बुक जारी रखना अनियमित -

सामान्य वित्तीय नियमों के अनुसार एक ही बैंक एकाउन्ट के दो चैक बुक समानान्तर में जारी रखना अनियमित है । परीक्षण में पाया गया कि वर्ष 2004-2005 में कार्पोरेशन बैंक के दो चैक बुक दिनांक 25.06.04 से 09.08.04 तक विश्वविद्यालय के दो पदाधिकारियों द्वारा जारी किया गया था ।

(I) प्रो. जोश पी. वर्गीस पूर्व कुलपति पूर्व कुलपति द्वारा अपने पास पृथक से बैंक चैक बुक रखा गया था चैक क्रमांक 297701 से 297745 तक चैक दिनांक 25.06.2004 से 09.08.2004 तक की अवधि में जारी किया गया ।

(II) उक्त अवधि में विश्व विद्यालय के वित्त अधिकारी के माध्यम से कार्पोरेशन बैंक के उसी एकाउन्ट का चैक सीरिज 296901 से जारी किया जाना पाया गया ।

इस प्रकार एक ही बैंक खाते के दो चैक बुक समानान्तर दो प्राधिकारियों द्वारा एक ही समय में जारी किया जाना वित्तीय अनियमितता की श्रेणी में आता है । यद्यपि आगामी वित्तीय वर्षों में सुधार किया जा चुका है परन्तु भविष्य में इस प्रकार की अनियमितता न हो, इसका ध्यान रखा जाना अपेक्षित है ।

(पत्र क्रमांक 26 दिनांक 03.06.08 द्वारा आक्षेप जारी)

14. गैर शैक्षणिक कर्मचारियों को पद सृजन एवं वेतनमान स्वीकृति के अभाव में उच्च वेतनमान प्रदान, प्रशासकीय कार्यवाही अपेक्षित :-

अंकेक्षित अवधि के संपरीक्षा के दौरान पाया गया कि विश्व विद्यालय प्रशासन द्वारा निम्न विवरणानुसार गैर शैक्षणिक कर्मचारियों को बगैर पद सृजन एवं वेतनमान स्वीकृति के सहायक एवं अन्य पदों पर बगैर नियुक्ति के विधिवत कार्यवाही किये उच्चवेतन मान नियुक्ति दी गई । तदनुसार कर्मचारियों को वेतन भुगतान किया गया ।

विश्व विद्यालय की 6वीं कार्यपरिषद की बैठक दिनांक 03.09.05 के आयटम नम्बर 02 एनेक्चर नम्बर 2 (I) द्वारा शैक्षणिक पदों का सृजन किया गया । एवं एनेक्चर नम्बर 2(III) द्वारा स्टाफ रेगुलेशन तैयार किये जाने हेतु कमेटी गठन किया गया । फलस्वरूप "हिदायतुल्ला राष्ट्रीय विधि विश्वविद्यालय स्टाफ रेगुलेशन 2005" तैयार किया जाकर विश्वविद्यालय कार्यपरिषद से अनुमोदन प्राप्त किया जाकर, कर्मचारियों की नियमित नियुक्ति, विधिवत कार्यवाही किया जाकर चयन समिति के माध्यम की गई । "हिदायतुल्ला राष्ट्रीय विधि विश्वविद्यालय स्टाफ रेगुलेशन 2005" में अनुशंसित वेतनमान, पूर्व में जारी नियुक्ति आदेश में उल्लेखित वेतनमान से कम था ।

क	कर्मचारी का नाम, पदनाम	प्रथम नियुक्ति आदेश क. दि.	प्रथमनियुक्ति के आदेशानुसार वेतनमान	द्वितीय नियमित नियुक्ति आदेश क. दिनांक	नियमित नियुक्ति का वेतनमान
1	जी. संगीता राव सहायक	HNLU/VC/2/03 दि. 1.12.03	5500-9000	HNLU/VC/03 दि. 04.07.06	4000-6000
2	कबीर छाजेड़ सहायक	HNLU/KC/VC/02/03 दि. 1.11.03	5500-9000	HNLU/1983/06 दि. 04.07.06	4000-6000
3	धीरज रंगारी सहायक	HNLU/DR/2/VC/04 दि. 1.07.04	5500-9000	HNLU/1986/06 दि. 04.07.06	4000-6000
4	सुधीर कुजुर सहायक	HNLU/SK/2/VC/04 दि. 1.07.04	5500-9000	HNLU/1982/06 दि. 04.07.06	4000-6000
5	अपोलिना लकड़ा सहायक	HNLU/AL/2/VC/04 दि. 1.08.04	5500 9000	HNLU/1985/06 दि. 04.07.06	4000-6000

6	अनिल सिंह सहायक	HNL U/908/05 दि. 12.09.05	5500-9000	HNLU/1984/06 दि. 04.07.06	4000-6000
7	कैलाश सरोदे सहायक	HNLU/917/05 दि. 13.09.05	5500-9000	HNLU/1980/06 दि. 04.07.06	4000-6000
8	दिनेश लालवानी निज्ञ सचिव	HNLU/DKC/03/VC दि. 1.12.03	8000-13500	HNLU/3998/07 दि. 24.05.07	6500-10500
9	नीना राव सहायक	HNLU/N/05 दि. 13.09.05	5500-9000	HNLU/4002/07 दि. 24.05.07	4000-6000
10	आर.आर. साहू सहायक	HNLU/N/05/921 दि. 13.09.05	5500-9000	HNLU/4003/07 दि. 24.05.07	4000-6000

उपरोक्त में से क्रमांक 08 के कर्मचारी को छोड़कर शेष कर्मचारियों को निर्धारित नियुक्ति सहायक ग्रेड - 3 में की गई । इस प्रकार कर्मचारियों को विश्व विद्यालय प्रशासन द्वारा दो नियुक्ति आदेश जारी किया गया । फलस्वरूप द्वितीय नियमित नियुक्ति आदेश के तहत, पूर्व नियुक्ति आदेश में उल्लेखित उच्च वेतनमान से कम वेतनमान पर नियुक्ति दी गई । विश्वविद्यालय प्रशासन के प्रथम नियुक्ति आदेश अनुसार ही दर्शित वेतनमान पर नियुक्ति स्वीकार कर कार्यग्रहण किया जाकर तदनुसार वेतन प्राप्त किया गया । ऐसी स्थिति में प्रथम नियुक्ति दिनांक से द्वितीय नियुक्ति दिनांक तक की अवधि के नियमन एवं भुगतान राशि के संबंध में कर्मचारी हित को दृष्टिगत रखते हुए विश्व विद्यालय प्रशासन द्वारा यथोचित निर्णय लिया जाना अपेक्षित है ।

(पत्र क्रमांक 27 दिनांक 04.06.2008 द्वारा आक्षेप प्रसारित)

#### 15. अधिक भुगतान राशि रुपये 137878.00 की वसूली अपेक्षित :-

अंकेक्षण के दौरान वेतन पंजी के परीक्षण में पाया गया कि प्रतिवेदन की कंडिका (14) में क्रमांक 01 से 07 तक की अवधि में पूर्व नियुक्ति आदेश में उल्लेखित वेतनमान 5500-9000 के आधार पर ही वेतन भुगतान किया गया । जबकि द्वितीय नियमित नियुक्ति आदेश में दर्शित वेतनमान रुपये 4000-6000 के आधार पर दिनांक 04.07.2006 से वेतन भुगतान किया गया । विश्व विद्यालय प्रशासन द्वारा अधिक भुगतान राशि की गणना किया जाकर वेतन देयको से प्रतिमाह रुपये 1000/- वसूली की जा रही है । वर्षान्त 31 मार्च की 2008 की स्थिति में वसूली योग्य अवशेष राशि का विवरण निम्नानुसार है ।

क्र.	कर्मचारी का नाम पदनाम	अवधि	वेतनमान जो दिया जाना था	वेतनमान जो दिया गया	गणानुसार अधिक भुगतान	31 मार्च 08 तक वसूली	वसूली योग्य
1	श्रीमति जी. संगीता राव	04.07.06 से 31 मार्च 07	4000-6000	5500-9000	29910.00		29910.
2	श्री कवीश छाजेड	04.07.06 से 31 मार्च 07	4000-6000	5500-9000	28884.00	11000.00	17884.
3	श्री धीरज रंगारी	04.07.06 से 31 मार्च 07	4000-6000	5500-9000	30517.00	11000.00	19517.
4	श्री सुधीर कुजुर	04.07.06 से 31 मार्च 07	4000-6000	5500-9000	30108.00	11000.00	19108.
5	कु. अपोलिना लकडा	04.07.06 से 31 मार्च 07	4000-6000	5500-9000	30009.00	11000.00	19009.
6	श्री अनिल सिंह	04.07.06 से 31 मार्च 07	4000-6000	5500-9000	27405.00	11000.00	16405.
7	श्री कैलाश सारोडे	04.07.06 से 31 मार्च 07	4000-6000	5500-9000	27045.00	11000.00	16045.
	योग						137878

उपरोक्तानुसार संबंधित कर्मचारियों से अधिक भुगतान की शेष राशि वसूली किया जाना अपेक्षित है। कमांके 01 श्रीमति जी. संगीता राव द्वारा विश्वविद्यालय से नौकरी छोड़ दी गये है ऐसी स्थिति में अधिक भुगतान की वसूली के संदर्भ में विश्व विद्यालय प्रशासन द्वारा यथोचित निर्णय लिया जाना अपेक्षित है।

16. बगैर निविदा/ कोटेशन आमंत्रण के सामग्री क्रय से तुलनात्मक दरो के लाभ से वंचित

अंर्कक्षण के दौरान पाया गया कि वर्ष 2004-05 में एच.एन.एल.यू द्वारा किसी भी प्रकार का क्रय नियम अंगीकार नहीं किया गया था फलस्वरूप सामान्य वित्तीय नियमों को दृष्टिगत रखते हुए क्रय की कार्यवाही किया जाना था जिसका अभाव पाया गया जिससे सामग्री क्रय में तुलनात्मक दरो के लाभ से वंचित होना पड़ा । सामान्य वित्त नियमानुसार

(1) क्रय की जानेवाली सामग्री आवश्यकता प्रतिपादित की जाकर क्रय समिति से अनुमोदन प्राप्त किया जाकर प्रशासकिय एवं वित्तीय स्वीकृति प्राप्त किया जाना चाहिए ।

(2) राशि रुपये 5000/- तक एकल निविदा, रुपये 5000 से अधिक 5000/- से अधिक क्रय हेतु निविदा आमंत्रित कर या डी.जी.एस.एण्ड डी. दर पर क्रय कार्यवाही किया जाना चाहिए ।

(3) निविदा/कोटेशन प्राप्त होने पर, गुणात्मक एवं तुलनात्मक दरो का विश्लेषण किया जाकर प्रदाय आदेश दिया जाना चाहिए था ।

(4) प्रदाय आदेशानुसार सामग्री प्राप्त होने पर स्टॉक पंजी में इद्रीज किया जाना चाहिए ।

विश्वविद्यालय प्रशासन द्वारा सामग्री क्रय के संबंध में कोटेशन स्वीकृति नस्ती सामग्री प्रदाय आदेश उपलब्ध नहीं कराया गया । प्राप्त सामग्री का तात्कालीन समय में स्टॉक बुक में दर्ज भी नहीं किया गया बाद में वर्ष 2005 में स्टॉक दर्ज किया गया। अधिकांश प्रकरणों में स्थानीय बाजार से बगैर तिथि अंकित किये कोरम पूर्ति हेतु कोटेशन प्राप्त किया जाकर संलग्न किया गया वर्ष 2005-06 से आगामी वित्तीय वर्षों में क्रय की विधिवत कार्यवाही की गई थी ।

(पत्र क्रमांक 26 दिनांक 03.06.2008 द्वारा आक्षेप जारी)

17. भवन किराया निर्धारण माप दण्ड का पालन न किये जाने से राशि रुपये 34200/- का अधिक भुगतान संभावित -

अंर्कक्षण के दौरान भवन किराया नस्ती के परीक्षण में पाया गया कि जलविहार कालोनी का प्लॉट नम्बर ए-8 में 2325 वर्गफुट निर्मित क्षेत्र का भववन, संकाय सदस्यो हेतु राशि रुपये 6000/- प्रतिमाह किराये (विद्युत एवं जलप्रभार छोड़कर) लिया जाकर, दिनांक 1.02.04 से 31.08.05 तक 19 माह का किराया रुपये 114000/- भुगतान किया गया ।

पुनः वर्तमान कुलपति द्वारा उसी भवन का किराया निर्धारण में निगोशियेसन किया जाकर, दिनांक 01.09.05 से राशि रुपये 4200/- मासिक किराया निर्धारित किया जाकर भुगतान किया गया ।

इस प्रकार यदि विश्वविद्यालय प्रशासन द्वारा किराये निर्धारण में किराये निर्धारण निर्देशों के अनुसार कार्यवाही के तहत निगोशियेशन की कार्यवाही की गई होती तो राशि रुपये 6000-4200-1800 प्रतिमाह की दर से 19 माह का रुपये 34200/- के अतिरिक्त भुगतान से बचा जा सकता था । प्रकरण पर यथोचित कार्यवाही अपेक्षित है ।

**18. दैनिक वेतन कर्मचारियों को बगैर सक्षम स्वीकृति के कलेक्टर दर से अधिक भुगतान -**

अंकेक्षण के दौरान लेखाओं के परीक्षण में पाया गया कि विश्व विद्यालय के कार्य संचालन हेतु चालक, चौकीदार, विद्युतकार दैनिक वेतन पर रखे गये थे । प्रकरण में चालक को रुपये 180 प्रतिदिन (25 दिन का ) चौकीदार को रुपये 120/- प्रतिदिन विद्युतकार रुपये 180 प्रतिदिन एवं गैरट हाऊस चौकीदार रुपये 80 प्रतिदिन की दर पर रखा जाकर भुगतान किया गया । जो तत्कालीन कलेक्टर दर से अधिक था । सामान्य वित्तीय नियमों के अनुसार कार्य की आवश्यकता प्रतिपादित किया जाकर कार्य पर रखे गये श्रमिकों को कार्यपर रखने की स्वीकृति वित्त समिति एवं वि.वि. कार्य परिषद से अनुमोदन प्राप्त किया जाकर, 59-59 दिवस के लिए कलेक्टर दर पर रखा जाना था । परन्तु विश्वविद्यालय प्रशासन द्वारा उपरोक्तानुसार कार्यवाही किया जाना नहीं पाया गया । उपरोक्त अनियमितता की आरे वि.वि. प्रशासन का ध्यान आकृष्ट किया जाता है । भविष्य में तदनुसार कार्यवाही किया जाना अपेक्षित है ।

(पत्र क्रमांक

**19. लायब्रेरी हेतु पुस्तक कय रुपये 9,41,835.75**

अंकेक्षण के दौरान वर्ष 2004-05 के भुगतान प्रमाणको के परीक्षण में पाया गया कि दिनांक 26.04.2004 को मेसर्स एम.पी. हाऊस बेंगलोर को लायब्रेरी हेतु पुस्तक कय किया जाकर, राशि रुपये 9,41,835.75 का भुगतान किया गया । परन्तु सामान्य वित्तीय एवं कय नियमों का पालन किया जाना नहीं पाया गया ।

- (1) कय की जाने वाली पुस्तको हेतु संबंधित फेकल्टी से मांग पत्र प्राप्त किया जाना चाहिए एवं कय की जाने वाली पुस्तको के कय हेतु कय समिति से अनुमोदन प्राप्त किया जाना चाहिए था ।
- (2) पुस्तक प्रकाशनकर्ताओं से पुस्तकों की दर सूची प्राप्त कर, पुस्तकों का चुनाव किया जाकर, मूल्य दर सूची में छूट आदि के संबंध में निगोशियेशन की कार्यवाही की जानी चाहिए थी । सामान्यतः 20 से 30 प्रतिशत की छूट प्रकाशको द्वारा दी जाती है ।
- (3) मूल्य सूची दर के आधार पर कय की जाने वाली पुस्तकों को कुल राशि की वित्तीय स्वीकृति प्राप्त किया जाकर, नियमानुसार प्रदाय आदेश जारी किया जाना चाहिए था ।
- (4) आदेशित पुस्तकें प्राप्त होने पर पुस्तकों में नम्बरिंग किया जाकर स्टॉक पंजी में दर्ज किया जाना चाहिए ।



उपरोक्त कार्यवाही विश्व विद्यालय के आर्थिक हित में किया जाना नहीं पाया गया यहां तक की तत्कालीन समय में स्टॉक इन्द्रीज भी नहीं किया गया स्टॉक बुक में वर्ष 2005 में इन्द्रीज किया गया । वर्ष 2005-06 से सामान्य कय नियमों का पालन सुनिश्चित किया गया था ।

**20. बिलासपुर सेंटर के अभिलेख अप्राप्त :-** अंकेक्षण में पाया गया कि विश्वविद्यालय प्रशासन द्वारा वि. वि. कार्यपरिषद के निर्णयानुसार बिलासपुर में सेंटर स्थापित किया गया था, जिसके संचालन हेतु प्रतिमाह भाग अनुसार विश्वविद्यालय द्वारा राशि प्रेषित की जाती है । बिलासपुर सेंटर द्वारा राशि के समर्थन में व्यय प्रमाणक आदि विश्वविद्यालय की ओर प्रेषित किया जाना नहीं पाया गया फलस्वरूप विश्व विद्यालय द्वारा, बिलासपुर सेंटर को प्रेषित समस्त राशि अग्रिम के रूप में बेलेंस शीट में दर्शाया गया है कि अपेक्षित अवधि में प्रेषित राशि का विवरण निम्नानुसार है --

(1) वर्ष 2004-05	राशि रुपये	1594623.00
(2) वर्ष 2005-06	राशि रुपये	1663967.00 (1,00,000/- फीस की राशि प्राप्त)
(3) वर्ष 2006-07	राशि रुपये	1961466.00
(4) वर्ष 2007-08	राशि रुपये	9,22,773.00

अतः उपरोक्त अग्रिम दी गई राशि के विरुद्ध भुगतान प्रमाणक अभिलेख प्राप्त किया जाकर वास्तविक कय परीक्षणोपरान्त विश्वविद्यालय निधि में व्यय भारित किया जाकर, अग्रिम किया जाना अपेक्षित है ।

**21. विश्व विद्याय कर्मचारियों के वेतन से ई.पी.एफ. अंशदान कटौती का अभाव :-**

अंकेक्षण के दौरान वेतन पंजी के परीक्षण में पाया गया कि विश्व विद्यालय कर्मचारियों के वेतन से ई.पी.एफ. अंशदान की कटौती नहीं की गई थी और न ही विश्व विद्यालय अंशदान ही जमा किया गया था जबकि कर्मचारी भविष्य निधि अधिनियम के अनुसार जिस संस्था में 10 से अधिक कर्मचारी कार्यरत है उनके वेतन से नियमानुसार ई.पी.एफ. की कटौती किया जाना चाहिए तथा संस्था का अंशदान भी कर्मचारी के ई.पी.एफ. खाते में जमा किया जाना चाहिए । विश्व विद्यालय स्टाफ रेगुलेशन 2005 के अध्याय IV कड़िका 24 के अनुसार कर्मचारियों के लिए अंशदायी भविष्य निधि स्कीम लागू किये जाने हेतु स्वीकृति दी गई है । फलस्वरूप माह जुलाई 2007 से ई.पी.एफ. कटौती की जाकर जमा किया जा रहा है । पूर्व अवधि के लिए निर्णय लिया जाना अपेक्षित है ।

**22. अग्रिम :-** विश्वविद्यालय द्वारा अंकेक्षित अवधि में विभिन्न कार्यों से दी गई अग्रिमों हेतु अग्रिम लेजर पंजी संधारित किया गया था । जिसमें से दी गई अग्रिम में से समायोजित या वापस की गई अग्रिम राशि को धटाया जाकर वर्षान्त 31 मार्च 2008 को शेष दर्शाया गया था । वर्षान्त 31 मार्च 2008 की स्थिति में असमायोजित अग्रिम/प्राप्त योग्य राशि रुपये 10,06,859/- अवशेष था । विस्तृत विवरण परिशिष्ट क्रमांक (01) पर अवलोकनीय है । बकाया अग्रिम पराली/समायोजन यथा शीघ्र कराया जाना अपेक्षित है ।

23. अमानत एवं सुरक्षित निधि वापसी योग्य :- वर्षान्त 31 मार्च 2008 की स्थिति में काशन मनी, अमानत, सुरक्षित निधि, अतिरिक्त जमा फीस की जमा राशि रुपये 1,44,59,315.00 वापसी योग्य अवशेष है, जिसे यथा समय वापस किया जाना अपेक्षित है ।

24. अमानत एवं अग्रिम जमा (सम्पत्ति) :- विश्व विद्यालय द्वारा विभिन्न उद्देश्यों हेतु विद्युत मण्डल को कनेक्शन हेतु एवं किराये पर लिए गये हॉस्टल एवं संकाय सदस्यों हेतु अग्रिम किराये के रूप में राशि रुपये 37,51,266/- जमा कराया गया था ।

25. विशिष्ट प्रयोजनार्थ अनुदान :- विश्व विद्यालय को अंकेक्षित अवधि में विश्व विद्यालय भवन परिसर निर्माण, बिलासपुर सेंटर भवन निर्माण एवं जस्टिज एम. हिदायतुल्ला जन्म शताब्दी समारोह हेतु छात्र शासन विधि एवं विधिक कार्य विभाग से तथा जनरल डेबलेपमेंट असिस्टेन्स स्कीम के तहत तथा लायब्रेरी हेतु पुस्तक तथा विकास कार्य हेतु यूनिवर्सिटी ग्रांट कमीशन से विशिष्ट प्रयोजनार्थ अनुदान राशि उसी मद में व्यय की गई जिस मद हेतु प्राप्त हुआ था वि.वि. द्वारा समय-समय पर प्राप्त अनुदान व्यय कर शासन को उपयोगित प्रमाणपत्र प्रेषित किया गया था ।

31 मार्च 2008 की स्थिति में राशि रुपये 14,73,43,812/- अव्ययीत अनुदान शेष था । अतः अव्ययीत अनुदान राशि व्यय की जाकर अथवा शासन का वापस किये जाने हेतु ध्यान आकृष्ट किया जाता है । अनुदान का विस्तृत विवरण परिशिष्ट क्रमांक (02) पर अवलोकनीय है ।

26. लेखे की स्थिति :- वित्तीय वर्ष 2004-05 में लेखे की स्थिति संतोष जनक नहीं थी । निकाय द्वारा सामान्य वित्तीय नियमानुसार आवश्यक अभिलेख संधारित नहीं किया गया था सबसे महत्वपूर्ण अभिलेख केशबुक भी निर्धारित प्रारूप में पंजी के रूप में संधारित नहीं किया गया था समस्त व्यवहार कम्प्यूटर पर रखे गये थे । जो कभी भी संशोधित या निरस्त किये जा सकते हैं । निकाय द्वारा स्टॉक पंजी, डेड स्टॉक पंजी अचल सम्पत्ति पंजी, डाक बुक, एवं अग्रिम पंजी जैसे महत्वपूर्ण अभिलेख संधारित नहीं किया गया था ।

(I) दिनांक 19.11.2004 से मेन्यूवल केशबुक संधारित किया गया था परन्तु केशबुक में भुगतान प्रमाणक क्रमांक एवं दिनांक दर्शित नहीं किया गया था, भुगतान प्रमाणक भी व्यवस्थित ढंग से संधारित नहीं किया गया था ।

(II) विश्व विद्यालय में दोहरालेखा प्रणाली अपना गया था परन्तु नगद व्यवहार एवं बैंक व्यवहार हेतु पृथक-पृथक केशबुक संधारित किया गया था ।

(III) वित्तीय वर्ष 2005-06 से आगामी वर्षों हेतु केशबुक एवं अन्य आवश्यक अभिलेख संधारित किया गया था पूर्व वर्षों की अपेक्षा अभिलेख संधारण एवं लेखांकन में काफी सुधार किया गया था । विश्वविद्यालय द्वारा प्रतिवर्ष आंतरिक अंकेक्षक से अंकेक्षण कराया जाना पाया गया । वर्ष 2005-06 से वित्तीय नियमों का पालन किया गया एवं उक्त अवधि में मितव्ययता बरती गई । वर्तमान में लेखे की स्थिति संतोषजनक पाई गई ।

27. आर्थिक स्थिति :- वित्तीय वर्ष 2004-05 में संस्था की वित्तीय स्थिति संतोषजनक नहीं थी । पूर्ववर्ती कुलपति द्वारा सामान्य वित्तीय नियमों का पालन न किये जाने, एवं वित्तीय मानक सिद्धांतों का पालन न किये जाने से संस्था ऋणग्रस्त/ओवरड्राफ्ट की स्थिति में आ चुकी थी । वित्तीय वर्ष 2005-06 से संस्था के आर्थिक स्थिति में काफी सुधार आया । वर्तमान कुलपति की कार्यशैली एवं शासन के सहयोग से वर्तमान में वि.वि. की आर्थिक स्थिति संतोषजनक पाई गई । अन्य संस्थाओं की अपेक्षा वि.वि. आय के सीमित साधन होने के फलस्वरूप वि.वि. के विकास को दृष्टिगत रखते हुए पद सृजन, वेतन भुगतान, ई पी.एफ. ग्रेज्युटी आदि के लिए शासन से अनुदान प्राप्त करने का प्रयास करना वि.वि. के आर्थिक हित में अपेक्षित है ।

वर्षान्त 31 मार्च 2008 की स्थिति में आर्थिक स्थिति दर्शाने वाला चल सम्पत्ति एवं दायित्व पत्रक परिशिष्ट क्रमांक 03 पर अवलोकनीय है ।

28. अंकेक्षण शुल्क :- अंकेक्षित अवधि वर्ष 2004-05 से 2007-08 के वास्तविक आय के आधार पर अंकेक्षण शुल्क की संशोधित दरों के आधार पर गणना की जाकर , राशि रुपये 5,51,443.00 अंकेक्षण शुल्क भारित किया गया । भारित अंकेक्षण शुल्क की राशि जमा किये जाने हेतु अंकेक्षण शुल्क स्मृति पत्रक, पत्र क्रमांक 30 दिनांक 05.06.08 द्वारा प्रसारित किया गया । भारित अंकेक्षण शुल्क की राशि निम्न निर्धारित लेखा शीर्ष में

0070 अन्य प्रशासनिक सेवाएं

60 अन्य सेवाएं

110 सरकारी लेखापरीक्षा फीस (स्थानीय निधि संपरीक्षा फीस)

चालान द्वारा जमा किया जाकर चालन की मूलप्रति सत्यापन हेतु उपसंचालक स्थानीय निधि संपरीक्षा रायपुर की ओर प्रेषित करने का कष्ट करें ।

29. सम्परीक्षा प्रतिवेदन भाग-दो - यथा योग्य आक्षेप न होने से संपरीक्षा प्रतिवेदन भाग -दो पृथक से तैयार नहीं किया गया ।

sd-  
(बी.एस.भगत)  
उपसंचालक  
स्थानीय निधि संपरीक्षा  
रायपुर (छ.ग.)

sd-  
(एस.एस. ताण्डेय)  
सहायक संचालक  
स्थानीय निधि संपरीक्षा  
रायपुर (छ.ग.)

sd-  
(गोविन्द सिंह)  
सीनियर आडीटर  
स्थानीय निधि संपरीक्षा  
रायपुर (छ.ग.)

प्रसारित  
उप संचालक  
स्थानीय निधि संपरीक्षा  
रायपुर (छत्तीसगढ़)

वर्षान्त 31 मार्च 2008 की स्थिति में बनाया गया अग्रिमों की सूची

परिशिष्ट क्रमांक 01

परिशिष्ट क्रमांक - 22

क्र.	फर्म/कर्मचारी का नाम	राशि
1	श्री आदर्श वर्गीस	50,000.00
2	श्री वी. अरविन्द	48711.00
3	श्री देवा ज्योति दास	47747.00
4	श्री जे. पार्थ सारथी	50000.00
5	श्री नेल स्टीफन	35000.00
6	कु. प्रियंका द्वादस	47748.00
7	श्री आनन्द पवार	4500.00
8	श्री अनिल सिंह	22405.00
9	श्री अशोक राना	750.00
10	श्री धीरज रंगारी	20571.00
11	श्री कैलाश सरोडे	24906.00
12	श्री कवीस छाजेड	18884.00
13	श्री एम.के. ठाकरे	5000.00
14	श्री एस शांता कुमार	19250.00
15	श्री सुधीर कुजुर	20108.00
16	श्री उदय शंकर	23163.00
17	श्री व्ही.एस. चौबे	10000.00
18	अपोलिना लकड़ा	20009.00
19	गीता पाल	1500.00
20	नीना राव	16000.00
21	न.नि. रायपुर	1000.00
22	श्री एस.के. दोषी	300.00
23	श्री एस.के. वर्मा	100.00
24	श्री टी. वकें	65.00
25	श्री ए.के. दुबे	341216.00
26	श्री ए. श्रीनिवास राव	5501.00

27	श्री दीपक कुमार	750.00
28	श्री गोवर्धन सिंह नेताम	1815.00
29	श्री जे.के. गोयल	5000.00
30	श्री रातीश पवार	24000.00
31	श्री रात्येन्द्र कुजुर	25820.00
32	पी.डब्ल्यू. डी.	40.00
33	गर्ल हास्टल वार्डन	15000.00
34	श्री बिसनाथ कुरे	100000.00
	योग	10,06,859.00

अनुदान का विवरण

कड़िका क्रमांक -25

1. वर्ष 2004-05

क्र.	अनुदान उद्देश्य	का अनु. स्वीकृतिकर्ता विभाग का नाम आदेश क्र.	चालू वित्तीय वर्ष में प्राप्त अनुदान	विगत वर्ष का बकाया	कुल अनुदान	अनुदान व्यय	पेदे कुल व्यय	31 मार्च वर्षान्त को शेष	वर्ष दौरान बापसी	वर्ष चाला राशि
1	ओवरड्राफ्ट एवं टर्नलोन समाप्त करने बाबत	छ.ग. शासन विधि एवं विधायी कार्य विभाग पत्र क्रमांक 2067 दि. 22.03.05	1,24,10,000	-	12410000.00	12410000.00	12424302.00	निरंक	-	-

2. वर्ष 2005-06

1	वि. वि. निर्माण	भवन	छ. ग. शासन विधि एवं विधायी कार्य विभाग पत्र क्रमांक 8612 दि. 09.11.05	10.00 करोड	-	-	10.00 करोड	-	-	10.00 करोड	-
2	जस्टिज एम. दायतुल्ला जन्म ताब्दी समारोह	एम. जन्म	छ. ग. शासन विधि एवं विधायी कार्य विभाग पत्र क्रमांक 8612 दि. 09.11.05 पत्र क्र.	10 लाख	-	-	10 लाख	275014	275014	724,986	-

नोट - वर्ष 2004-05 में चि.वि. गटीन भवन निर्माण हेतु शासन से प्राप्ति की प्रत्याशा में टेकेदार को राशि रुपये 32,00,000/- अग्रिम भुगतान किया गया था।  
सन्तुष्टिगत 31 मार्च 2006 को भवन निर्माण में प्राप्त आबंटन से घटाने पर रुपये 9,68,00,000/- शेष बचेगा।

क्र.सं.	प्र.सं.	विभाग का नाम आदेश क्र.	चालू वित्तीय वर्ष में प्राप्त अनुदान	विगत वर्ष का कुल अनुदान	अनुदान पेटे व्यय	कुल व्यय	31 मार्च वर्ष के दौरान वर्षान्त को वापसी शेष	चालान क.
उद्देश्य				वर्ष राशि				
1	वि.वि. मनीन भवन निर्माण	छ.ग. शासन विधि एवं विधायी कार्य विभाग	10.00 करोड़	05. 96800000	114133436	114133436	82666564	-
2	वि.वि. के विलासपुर सेंटर हेतु भवन निर्माण	छ.ग. शासन विधि एवं विधायी कार्य विभाग पत्र क्रमांक 2882 दि. 28.03.07	4.50 करोड़	-	-	-	4,50,00,000	-
3	जस्टिज एम. हिदायतुल्ल जन्म शताब्दी समारोह	छ.ग. शासन विधि एवं विधायी कार्य विभाग पत्र क्रमांक 343 दि. 08.1.07	25 लाख	05- 724986	19,90,824	19,90,824	12,34,162	-
4	जनरल डेवलपमेंट असिस्टेन्स स्कैम	यू.जी.सी. पत्र क्रमांक डी10/NO/F/73 /सी.जी.जी./24.08.06 22.06.06 10.01.07	56 लाख 50 लाख 10.50 लाख	-	11650000	11650000	निरंक	-
						योग	128546564	

उद्देश्य	उ.प्रा. व/अनु स्वीकृतकर्ता विभाग का नाम आदेश क्र.	चालू वित्तीय वर्ष में प्राप्त अनुदान	विवरण वर्ष बकाया	वर्ष राशि	कुल अनु का	अनुदान व्यय	पेटकुल व्यय	31 मार्च वर्ष वर्षान्त को दौरान शेष वापसी
	वि.वि. नवीन शासन विधि एवं विधायी भवन निर्माण	10.00 करोड़	06.07	82666564	282666564	183705267	183705267	98961297
		10.00 करोड़						
2	बिलासपुर सेंटर भवन निर्माण	10.00 करोड़	06-07	45000000	4,50,00,000	-	-	4,50,00,000
3	जरिदज एम. हिदायतुल्ला जन्म शताब्दी समारोह	10.00 करोड़	06-07	1234162	1234162	-	-	12,34,162
4	अति. कमरा निर्माण	16.42 लाख	-	-	16,42,000	-	-	16,42,000



क्र.सं.	दि.ला.प्राप्त	01/2/06	10 मार्च 08	7	लाख	7,00,000	7,00,000	4,00,000	506353
	लायब्रेरी	एफ	87/12.09.07	13.17		7,00,000	7,00,000	7,00,000	निरक
	पुस्तक	एफ	17/25.09.07	लाख		13,17,000	8,10,647	8,10,647	506353
								योग	473438.2
									00

हिदायतुल्ला राष्ट्रीय विधि विश्वविद्यालय  
रायपुर की वर्षान्त 31 मार्च 2008 की स्थिति में  
चलसम्पत्ति एवं दायित्व दर्शाने वाला पत्रक

परिशिष्ट क. 03  
कड़िका क्रमांक 27

क.	चलसम्पत्ति	राशि	क.	दायित्व	राशि
1	नगद शेष	1080.00	1	अमानत एवं सुरक्षानिधि वापसी	1,44,59,315.00
2	बैंक शेष	1,91,31,168.00	2	बकाया अनुदान	14,73,43,812.00
3	विनियोजन	24,16,81,457.00	3	सम्पत्ति का दायित्व पर आधिक्य	10,37,68,703.00
4	अग्रिम	10,06,859.00			
5	अमानत (जमा)	37,51,266.00			
	योग	26,55,71,830.00		योग	26,55,71,830.00

**Hidayatullah National Law University**

**~~Raipur~~, Chhattisgarh, *Raipur***

REGULATION FOR ADMINISTRATION OF AFFAIRS OF THE UNIVERSITY

**CHAPTER I**  
**Title and Definitions**

1. **Title:**  
These Regulations shall be called "Hidayatullah National Law University Staff Regulations, 2005".
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 being either on leave or on deputation to another appointment whether permanent or temporary or on special duty, unconnected with his own appointment or on joining time during transfer to another appointment or under suspension and an employee on suspension if the suspension is confirmed.
  - (2) 'Academic Council' means the Academic Council of HNLU, University.
  - (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 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 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 service.
  - (9) 'Day' means a calendar day, beginning and ending at midnight, but an absence from headquarters which does not exceed 24 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 permanent 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 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 permanent post, including a tenure post to which he 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 personal qualifications, which has been sanctioned for a post held by him substantively or in an officiating capacity, or to which he is entitled by reason of his position in a cadre, and  
 (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) 'Permanent post' means a post carrying a definite rate of pay sanctioned without limit of time.
- (20) 'Personal Pay' means additional pay granted to an employee:  
 (a) to save him from a loss of substantive pay in respect of a permanent 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.
- (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 permanent 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 permanent employment' means an employee who holds substantively a permanent post or who holds a lien on a permanent post or who would have held a lien or permanent 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 period during which a cycle of academic work is to be completed;  
 (ii) Financial year: A 12 month period commencing from 1<sup>st</sup> April of a year and ending on 31<sup>st</sup> March of the succeeding year.

Comment [VC] : Presumably  
 that it was not intended by the Council

## 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 & 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.

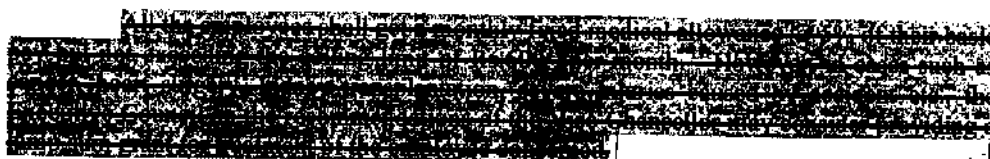
(2) **Pay of Vice-Chancellor:** The grade of pay of the Vice-Chancellor shall be Rs.25000/- p.m. fixed with D.A. and other allowances as per Central Government norms alongwith complete medical bill reimbursement to him and his dependants. Also free furnished housing accommodation maintained by the University 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 so as to attract eminent personalities to the post of Vice-Chancellor, looking to the constraints of Raipur.

(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.



Copyright (C) 2015  
Employee's name  
Chapter: V of the  
Issued: September, 2015

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 post of other officers, administrative and ministerial staff shall be determined by the Executive Council based on the recommendations of the Vice-Chancellor.
- c. The qualifications for the posts of teachers shall be as prescribed by the UGC from time to time.

6. **Tenure of Appointments:**

In keeping with the UGC norms prescribed from time to time in this regard instead:

- 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, each such renewal being for a period ranging between two to five years; or

- b. On a permanent basis till the age of superannuation against a substantive post.

Provided that no appointment on a permanent basis till the age of superannuation against a substantive post shall be made unless the person concerned has served the University at least for a period of 2 years on contract. (\*)

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 years and not more than 40 years in respect of administrative and ministerial staff ~~and 30 years in respect of officers 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.

Comment [VC4]: Deleted

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.

Selection Committee constituted for appointment of teaching staff of the University shall consist of the following members:

- (i) Vice-Chancellor, the Chairman
- (ii) One member nominated by the Vice-Chancellor.
- (iii) Two subject experts from outside the University, nominated by the Vice-Chancellor.

Selection Committee constituted for appointment of non-teaching staff of the University shall consist of the following members:

- (i) Vice-Chancellor; the Chairman
- (ii) One member nominated by the Vice-Chancellor
- (iii) The Registrar of the University.

**8.2 Appointments:**

- (i) The appointments in teaching as well as non-teaching posts are temporary and the incumbent shall be immediately placed on probation for a period mentioned in the respective recruitment rules. The termination of probation and confirmation in the post is only on approval by the Executive Council by a positive order.
- (ii) All posts shall be advertised in the official website of the University and in addition, advertisement may also be issued in the 'Employment News' and Two National Newspapers having wide circulation.
- (iii) Notwithstanding anything contained in Clause above and in view of the provisions contained in Statute 19(7)(d) read with Sec. 22 of the Act, the Vice-Chancellor may, for efficient and timely discharge of the functions of the University, appoint any eligible persons to any existing post or vacancy for a period not exceeding one academic year, at a time and the same shall be reported to the Executive Council as soon as may be.

**8.3 Mode of Appointment**

**(I) The Vice-Chancellor**

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

(b) On the basis of satisfactory services, after the expiry of normal tenure of 5 years, the Executive Council may request the Chancellor to consider extension of the tenure. Such extension of tenure of the Vice-Chancellor can be extended upto the age limit of 65 years.

(\*) Typing/clerical mistake crept in while preparation of the Staff Regulations rectified by the Vice-Chancellor as authorized by the Executive Council in its meeting dated 18.12.2005.

**(2) Registrar**

(a) The Executive Council shall constitute a Selection Committee 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 approved by the Executive Council.

(b) A person having requisite qualifications specified in Schedule shall be appointed by the Executive Council upon recommendations of the Selection Committee.

(c) The Selection Committee shall submit a panel of not more than three persons suitable for the post by order of merit from out of whom the Executive Council shall appoint one as "Registrar" either on a permanent basis or for a specified term of not less than 5 years at a time.

Provided further that the Executive Council shall have the power to appoint a person of proven administrative and academic experience as Registrar on a contract basis for a specified period on such terms as may be mutually agreed upon; or on deputation from other Universities or Institutes without going through the advertisement and selection process.

Provided further that the Executive Council on recommendation of Vice-Chancellor may appoint for specified period not exceeding three years a Professor of the University as the Registrar.

**(\*) Notwithstanding anything contained above, if required, the Chancellor may appoint any Additional District Judge or above as Registrar of the University.**

(d) The Post of Registrar shall carry the same pay as that of a Professor in the University. If he is required to take up classes in addition there to, he may be paid extra allowances as may be fixed by Executive Council.

**(3) Finance Officer**

There shall be a Finance Officer who shall be appointed by in the same manner as in the case of the Registrar having such qualifications as may be prescribed in the Schedule.

Provided the First Finance Officer shall be appointed by the Executive Council in consultation with the State Government

**(4) Controller of Examinations**

The Controller of Examinations having qualifications prescribed in the schedule shall be appointed by the Executive Council on recommendation of the Selection Committee. Controller of Examinations may be a serving member of teaching staff who may be assigned the duties of Controller of Examinations on part time basis.

**(5) Chief Librarian**

The Chief Librarian having qualifications as prescribed in the Schedule shall be appointed by the Executive Council on recommendation of the Selection Committee.

**(6) Librarian**

The Librarian having qualifications as prescribed in the Schedule shall be appointed by the Vice-Chancellor.

**(7) Assistant Librarian**

The Assistant Librarian having qualifications as prescribed in the Schedule shall be appointed by the Vice-Chancellor.

**(8) Deputy Registrar**

A Deputy Registrar having qualifications as prescribed in the Schedule shall be appointed by the Executive Council on recommendations of the Selection Committee.

(\*) Enabling clause added in the Staff Regulations as per decision of the Seventh Executive Council meeting dated 18.12.2005.



**(9) Assistant Registrar**

The Assistant Registrar having qualifications as prescribed in the Schedule shall be appointed by the Vice-Chancellor.

**(10) Wardens of Halls of Residence of the University:** The Vice-Chancellor shall assign the duty of Warden to any suitable member of faculty as additional duty.

**(11) Protocol Officer cum Public Relations Officer** shall be appointed by the Vice-Chancellor and the duties of the Protocol Officer may be assigned by the Vice-Chancellor as an additional duty to any suitable member of faculty/non-teaching staff.

**(12) Staff:** The following staff of the University shall be appointed by the Vice-Chancellor and report to the Executive Council at the earliest:

i) System Manager/Documentation Officer

ii) Section Officer

iii) Steno/P.A.

iv) Assistant (General)

v) Assistant (Accounts)

vi) Library Assistant

vii) Driver cum attendant

viii) Library Caretaker

ix) Matron for the Halls of Residence (Ladies)

~~For the posts, qualifications and experience shall be similar to those prescribed for Central Government Employees for similar posts as stated in the schedule to these regulations.~~

**(12) Staff:** The staff of the University shall be appointed in the manner as prescribed in the Staff Regulations. Details regarding qualifications, pay scale are as per schedule to the Staff Regulations. (\*)

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

Every person newly appointed in the University shall produce SSLC or Matriculation Certificate, ~~for proving in proof of~~ his 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 and those who are appointed on specific terms and conditions appointed to any substantive post the minimum pay scale attached to which is not less than Rs.1000/- p.m. 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 for duty at the University or the place prescribed in his order.

(\*) Typing/clerical mistake crept in while preparation of the Staff Regulations rectified by the Vice-Chancellor as authorized by the Executive Council in its meeting dated 18.12.2005.

9(4) Probation:

- (a) Every person appointed 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 on probation for a period of ~~one year~~ **two years (\*)** which may be 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.
- (c) Well before the termination of the period of probation, the ~~Registrar~~ **Vice-Chancellor (\*)** shall call for the report of work and conduct from the immediate superior of the employee. If, at the end of the period of probation, the work and conduct of the employee continues to be unsatisfactory, ~~a report to the Vice-Chancellor shall be made by the immediate superior of the employee as certifying officer as to whether (\*) the services of the employee should may (\*) be terminated or the period of probation extended.~~ Immediate superior means:
- (i) Heads of Departments or Schools in respect of all teachers and service personnel, if any, working in their respective Schools or departments;
  - (ii) Chief Librarian/Librarian (\*) in respect of all employees working in the Library.
  - (iii) Registrar in respect of clerical and ministerial staff.
  - (iv) The Vice-Chancellor in respect of all officers ~~Head of Department, Chief Librarian/Librarian.~~
- (d) Any extension of the period of probation shall not be longer than one year and there shall be only one such extension except as provided under clause (f) below:
- (e) As soon as possible after completion of the prescribed period of probation, orders of ~~probation completion/extension~~ of probation shall be issued by the Registrar based on the report of the ~~immediate superior~~ and approved by the Vice-Chancellor. The ~~immediate superior~~ shall base their decisions on the evaluation reports and such other additional evidence as may be available to them.
- (f) 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. The Executive Council may give one more chance to the employee recommended by the Vice-Chancellor for termination of his service, the Executive Council shall for reasons to be recorded, cause the issue of a final warning while extending probation for a period not exceeding six months. If after this extension, his performance is still not satisfactory as reported by the certifying officer, the Vice-Chancellor shall terminate his services.
- (g) Any delay in the issue of an order either extending the period of probation or discharging a probationer shall not entitle an employee to claim that he has satisfactorily completed such probation.
- (h) An employee shall be eligible for the grant of first increment in the time scale after satisfactory completion of one year.
- (i) Notwithstanding anything contained in the foregoing, if a probationer's work or conduct is found unsatisfactory, his services can be terminated by the appointing authority by serving one month's notice.

9(5) Career Advancement of Teachers:

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

(\*) Typing/clerical mistake crept in while preparation of the Staff Regulations rectified by the Vice-Chancellor as authorized by the Executive Council in its meeting dated 18.12.2005.

9(6) **Career Advancement of Law Teachers:**

The University shall advertise for various faculty positions in law from time to time and it shall be open to the law teachers to apply for the higher positions that concerned persons may choose and are eligible under the rules.

Provided that such advertisements shall ordinarily be made at least once in five years.

Provided further that where there is no substantive vacancy available or no advertisement for faculty position has been made for over five years, the norms laid down under Section 9(5) shall become applicable to law teachers as from

10. **Confirmation:**

No person shall be confirmed ~~without the recommendations of the Vice-Chancellor~~ in accordance with these regulations, unless a medical certificate of fitness

~~is submitted to the Medical Board constituted by the Vice-Chancellor for the purpose of the regulations.~~

Comment [VC10]: This is merely repetition of 9(5) hence not to be Deleted accordingly.

Comment [VC11]: No recommendations of Vice-Chancellor are essential for confirmation of an employee.

Comment [VC12]: Medical certificate is not essential for confirmation of an employee.

11. **Superannuation:**

- (1) The age of superannuation of non-teaching staff shall be 60 years.
- (2) The age of superannuation of University teachers shall be 62 years. However, it will be open to a University to re-employ a superannuated teacher according to the existing guidelines framed by the UGC upto the age of 65 years.
- (3) The University shall make arrangements to provide post ~~retiral~~ retirement benefits to its former employees.

12. **Agreement:**

All teaching and non-teaching staff except those holding the statutory post shall enter into a written agreement with the University. The form of agreement to be executed is given in the ~~annexure Schedule-III and the same~~ which may be adopted as per the requirement of the respective posts.

13. **Other Facilities:**

- (1) The pay scales and other remunerations applicable to each post *alongwith required qualification* is given in ~~the recruitment rules~~ *Schedule I & II* enclosed with these Regulations. Besides in addition to such remuneration, housing facilities may also be given to the staff coming from outside Raipur, according to norms prescribed.
- (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.

14. **Resignation:**

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

### CHAPTER - III LEAVE

#### 15. General

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

#### 16. Right to Leave:

~~No leave can be claimed as a matter of right. Leave is earned by duty only. If the exigencies of University service require, discretion to refuse or revoke leave already sanctioned rests with the authority concerned.~~

1. ~~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.~~
2. ~~Leave cannot be claimed as a matter of right and the leave sanctioning authority may refuse and revoke leave in the interest of the University.~~
3. ~~No entitlement is permitted for any accumulated leave during continuation of service.~~

Component (MC-3) - General Rules  
Confidential - Not for Distribution

17.

#### Part-I

#### Leave for Non-Vacation Employees.

##### 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.

##### (G) Half Day 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 Earned Leave on the first day of January and July. Earned Leave shall accrue at the rate of 2½ 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.
- (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 120 days. ~~Provided that it may be extended for a further period not exceeding 120 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 is required to work on holidays.
- (vi) A non-vacation employee shall be entitled to Maternity/Paternity leave as prescribed.
- (vii) A non-vacation employee shall be granted Extraordinary leave without pay only under exceptional circumstances.

(\*) Typing/clerical mistake crept in while preparation of the Staff Regulations rectified by the Vice-Chancellor as authorized by the Executive Council in its meeting dated 18.12.2005.

**(B) HALF PAY LEAVE**

- (i) The half-pay leave shall be credited at the rate of 10 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 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 permanent employ or quasi-permanent 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 on medical certificate to an employee subject to the following conditions:

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

Note: Commuted leave shall be granted only on the grounds of ill health.

**(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 135 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. 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 *already* 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 permanent 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. ~~There is no provision for half-day Casual leave.~~

**(G) HALF DAY CASUAL LEAVE:**

~~An employee who has to attend to urgent work or other duties outside the University may be granted half-day casual leave. The privilege may be exercised only once in a week. The employee must apply for the same before the authority competent to grant leave.~~

48.

**Part-II**

**Leave to Probationer - a person on probation**

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

**Part-III****Leave to 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 had entered the University services on the day of his re-employment.

**Part-IV****Leave Rules for vacation enjoying employees**

- (1) All teachers of the University other than those appointed on adhoc and consolidated salary basis 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.
- (2) A teacher coming under the above category is entitled to not less than six weeks of vacation in an academic year during the periods so declared by the University.
- (3) One week before the closure of the semester, the Registrar shall notify the commencement and the ending of the vacation between the semesters.
- (4) 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:
  - (a) 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 in one's period of service in the University or
  - (b) a 'compensatory leave' of equal number of days foregone which shall however, be utilized within one year from the date of refusal of leave.
  - (c) An employee enjoying vacation is entitled to 7 days Medical Leave on half pay on medical grounds in each year.

Provided that such leave shall be obtained on production of medical certificates and fitness certificates.

On the same basis as are applicable to other employees of the University.

Comment [VC15]:

**Part-V****Ad-hoc Leave rules for temporary employees in the University**

- A. These rules shall apply to employees who are appointed on 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 in a calendar year.
    - (ii) Earned Leave : 15 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 leave account.
  - (b) For employees during the first year of service.
    - (i) Casual leave : 8 days in a calendar year.

**Part-VI  
GENERAL****Leave preparatory to retirement**

(A) 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 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.

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

**21- (B) 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 retirement, or
  - (b) the date of his final cessation of duties, or
  - (c) the date on which he retires by giving notice to the University or he is retired by the University by giving him notice or pay and allowances in lieu of such notice, in accordance with the terms and conditions of his 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 service, the authority competent to grant leave shall suo motu issue an order granting cash equivalent of leave salary for earned leave if any, at the credit of the employee on the date of his retirement, subject to a maximum of 300 days.
- (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.

$$\text{Cash Equivalent} = \frac{\text{Pay admissible on the date of retirement plus dearness allowance admissible on that date}}{30} \times \text{Number of days of unutilized earned leave at credit on the date of retirement subject to a maximum of 300 days}$$

- (iii) The authority competent to grant leave may withhold whole or part of cash equivalent of earned 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, if in the view of such authority there is a possibility of some money becoming recoverable from him, on conclusion of the proceedings against him. On conclusion of the proceedings, he 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 retirement, he may be granted -
  - (a) during the period of extension, any earned leave due in respect of the period of such extension plus the earned leave which was at his credit on the date of his retirement subject to a maximum of 120 days/240 days, as the case may be as prescribed in ~~Section 21(B)(ii)~~
  - (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 earned during the period of extension, reduced by the earned leave availed of during such period, subject to a maximum of 240 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 at his credit provided this period does not exceed the period between the date on which he so retires or is retired from service and the date on which he would have retired in the normal course after attaining the age prescribed for retirement under the terms and conditions governing his service. The cash equivalent shall be equal to leave salary as admissible for earned leave and/or equal to the leave salary as admissible for half-pay leave plus dearness allowance

Consent (MCL) reference given



admissible on that leave salary for the first 240 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. No House rent Allowance or City Compensatory Allowance shall be payable:

Provided that if leave salary for the half-pay leave component falls short of pension and other pensionary benefits, cash equivalent of half pay leave shall not be granted.

- (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 appointment, he may be granted, suo motu by the authority competent to grant leave, cash equivalent in respect of earned leave at his credit on the date on which he ceases to be in service subject to a maximum of 300 days.
- (ii) If an employee resigns or quits service, he may be granted, suo motu, by the authority competent to grant leave, cash equivalent in respect of earned leave at his credit on the date of cessation of service, to the extent of half of such leave at his credit, subject to a maximum of 120 days.
- (iii) An employee, who is re-employed after retirement, may on termination of his re-employment, be granted suo motu, by the authority competent to grant leave cash equivalent in respect of earned leave at his credit on the date of termination of re-employment subject to a maximum of 300 days (including the period for which encashment was allowed at the time of retirement).
- (b) The cash equivalent payable under Clause (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.

**Note:**

If an employee 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 2½ days per calendar month completed and the salary to the extent of excess availment of earned leave if any as on the date of relief, shall be deducted from the salary due to him.

**Comment**

**1**

**2**

~~and the leave encashment~~

Comment [C17]: Revised text  
Given as SE 16 of Chapter III above

CHAPTER - IV  
CONTRIBUTORY PROVIDENT FUND-CUM GRATUITY SCHEME

24. **Contributory Provident Fund:**

~~As per the decision taken by the Executive Council meeting dated 26.01.2007, the University has adopted the Scheme of Contributory Provident Fund governed by the Employees Provident Fund & Miscellaneous Provisions Act, 1952.~~

**Comment [VC18]:** The University has adopted the Scheme of Contributory Provident Fund governed by the Employees Provident Fund & Miscellaneous Provisions Act, 1952 as per the decision of E.C. meeting dated 26.01.2007 hence the following points are deleted.

~~Every whole time employee, on confirmation, shall subscribe monthly to the University Provident Fund. The rate of subscription may not be less than 10% of his emoluments and not more than his total emoluments, the amount so calculated being rounded off to the nearest rupee, provided that in the case of subscription at the minimum or maximum rates, the rounding off will be to the next higher or the next lower rupee respectively. The Provident Fund deductions will be made after confirmation with effect from the date of appointment.~~

~~The University shall contribute to this fund 10% of pay from the date of subscription. No subscription or contribution shall be made in the Provident Fund of an employee who is on leave without pay.~~

~~Subject to the condition that no deduction be made which reduces the credit by more than the amount of any contribution by University with interest thereon credited before the amount standing to the credit of the subscriber in the fund is paid out of the Fund.~~

~~The Vice-Chancellor may direct the deduction therefrom and payment to University of:-~~

~~(i) All amounts representing such contribution and interest, if the subscriber within five years of commencement of his service as such, resigns from the service or ceases to be an employee of the University otherwise than by reason of death, superannuation, or a declaration by a competent medical authority that he is unfit for further service, or the abolition of the post or the reduction of establishment or under a contract.~~

~~(ii) Any amount due under a liability incurred by a subscriber to University.~~

~~(iii) All amounts representing such contribution and interest, if the subscriber is dismissed from service due to misconduct, insolvency or inefficiency.~~

~~Provided that where the Vice-Chancellor is satisfied that such deduction would cause exceptional hardship to the subscriber, he may, by order, exempt from such deduction an amount not exceeding two-third of the amount of such contribution and interest which would have been payable to the subscriber, if he had retired on medical grounds.~~

~~Provided further that if any such order of dismissal is subsequently cancelled, the amount so deducted shall on his reinstatement in the service be replaced to his credit in the Fund.~~

~~Note: For the purpose of Sub-Clause (i) of this regulation the period of five years shall be reckoned from the commencement of the subscriber's continuous service under University.~~

~~Notwithstanding the foregoing provisions and the provisions of Clause (3) persons who have retired from State/Central Government, Universities of National Institutes, if re-employed in the University may be permitted to subscribe to the Provident Fund, provided that where the term of re-employment is initially for a year or less but is later extended so as to exceed one year the contribution with interest will be credited only after the completion of one year's re-employed service. The contribution with interest shall be payable for the entire period for which the re-employed person is allowed to contribute to the Provident Fund if such period exceeds one year.~~

25. **Entitlement:**

~~(i) No employee of the University shall be entitled to the benefits of Contributory Provident Fund whose services in the University entitle him to a pension or on whose account the University contributes towards his pension or who has been~~

appointed by the University on a consolidated salary on special terms or on a part-time or daily wage basis.

- (ii) If an employee admitted to the benefit of the Fund was previously a subscriber to any contributory/non-contributory Provident Fund of the Central/State Government, or of a body corporate, owned or controlled by Government or Universities/Colleges or Institutions of University status or an autonomous organisation registered under the Societies Registration Act of 1860 immediately before his appointment in the University, the amount of his accumulations in such contributory or non-contributory Provident Fund shall be transferred to his credit in the Fund.

**26. Payment:**

When the amount of Provident Fund becomes payable to a subscriber, the Accounts Officer of the University will be entitled to deduct therefrom any amount due under any liability incurred by the subscriber to the University but not exceeding the total amount of contributions credited to the account of the subscriber by the University and of any interest which accrued on such contributions.

Notwithstanding anything contained in the preceding clauses of these Regulations, a subscriber who ceases to be in service of the University by reason of his taking upon appointment with another University or College or a national institute without any break and with prior permission, may be declared to be entitled to the contribution of the University in accordance with the rules framed by the Executive Council.

**27. Management:**

The management of the Provident Fund shall vest in the Executive Council which may from time to time make regulations or issue such general or special directions as may be consistent with the Regulations as to the conduct of the business of the Fund or its management or the privileges of the depositors, not herein expressly provided for, or vary or cancel any regulations made or directions given.

Provided that there shall be a Provident Fund Committee, consisting of the Vice-Chancellor, the Treasurer, the Registrar and one member nominated by the Executive Council from amongst its own members for the purpose of advising the Executive Council in the matters relating to investments, payments and other matters in respect of the Provident Fund. All members of the Provident Fund Committee, other than ex-officio members, shall hold office for a term of three years.

**28. Nominee:**

Every employee of the University admitted to the benefits of the Provident Fund shall be required to sign a written declaration in the prescribed form that he has read the regulations and agrees to abide by it, and shall hand in for registration in the University Office, the names of the person or persons to whom he wishes the balance at his credit to be paid in the event of his death.

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 a 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 the Fund, be deemed to be a nomination under this Regulation until he makes a nomination in accordance with these Regulations.

The subscriber may, from time to time, add or change his nominee by written application to the Vice-Chancellor.

A register of such nominees shall be kept in the University office.

29. **Provident Fund Account:**

- (i) ~~The amounts accruing to the Fund shall be deposited in such bank or banks as may be approved, from time to time, by the Executive Council, or invested in securities authorized by the Indian Trust Act, 1882 (11 of 1882) at the discretion of the Executive Council.~~
- (ii) ~~The subscription paid by the subscriber and the contribution by the University shall be entered monthly in a separate account for each subscriber.~~
- (iii) ~~The accounts of the Fund shall be audited once a year and a statement of the total amount to the credit of each subscriber shall be furnished to him.~~

30. **Interest:**

~~Subject to provisions, a subscriber, at the termination of his service, shall be entitled to receive the amount which accumulates to his credit, viz. his subscription with interest and contribution by the University with interest thereon.~~

31. **Payment on death:**

~~On the subscriber's death, the amount at the credit of the subscriber shall be paid to the person or persons duly nominated by him or when no such nomination is made, to his legal heir or heirs on production of succession certificate or probate, as the case may be.~~

32. **Advance from Provident Fund:**

- (i) ~~No final withdrawal shall be allowed until the termination of the subscriber's service or his death. But in case of necessity, the Vice Chancellor may allow a subscriber part final withdrawal of sum not exceeding the total amount subscribed by him.~~
- (ii) ~~Recoveries towards the amount shall be made in equal monthly instalments not exceeding twenty as may be decided by the Vice Chancellor commencing from the first payment of a full month salary after the advance is granted, but no recovery shall be made from a subscriber when he is on leave otherwise than on full pay.~~
- (iii) ~~When an advance is sanctioned under clause (2) before repayment of last instalment or any previous advance not recovered shall be added to the advance so sanctioned and the instalments for recovery shall be fixed with reference to the consolidated amount.~~

(iv) **Withdrawal from the fund:**

~~Subject to the conditions specified hereunder, the withdrawals from the Fund may be sanctioned by the Vice Chancellor at any time:~~

- + ~~After 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 for one or more of the following purposes:~~
  - a. ~~meeting the cost of higher education, including where necessary the travelling expenses of any child of the subscriber actually dependent on him in the following cases:~~
    - i. ~~for education outside India for academic, technical, professional or vocational course beyond the High School stage; and~~
    - ii. ~~for any medical, engineering or other technical or specialized course in India beyond the High School stage provided that the course of study is for not less than three years.~~
  - b. ~~meeting the expenditure in connection with the marriage of subscriber's son or daughter and of any other female relation dependent on him;~~
  - c. ~~meeting the expenditure in connection with the illness, including where necessary, the traveling expenses of the subscriber or any person actually dependent on him;~~
  - d. ~~building or acquiring a suitable house for his residence including the cost of site or reconstructing or for making additions and alterations to a house already owned or acquired by a subscriber.~~

- e. Purchasing a house site;
- f. for constructing a house on a site purchased, utilizing the sum withdrawn under sub-clause(s).

2. ~~Any sum withdrawn by a subscriber at any one time for one or more of the purposes specified in clause 22(iv)(1), from the amount standing to his credit in the fund shall not ordinarily exceed one half of such amount or six months' pay of the subscriber whichever is less. The Vice Chancellor, however, sanction the withdrawal of an amount in excess of these limits upto three-fourths of the balance at his credit in the Fund, having due regard to (i) the object for which the withdrawal is being made, (ii) the status of the subscriber and (iii) the amount to his credit in the fund.~~
3. ~~A subscriber who has been permitted to withdraw money from the Fund shall satisfy the Vice Chancellor within a reasonable period as may be specified by him that the money has been utilized for the purpose for which it was withdrawn and if he fails to do so, the whole of the sum so withdrawn or so much thereof as has not been applied for the purpose for which it was withdrawn shall forthwith be repaid in one lump sum and in default of such payment it shall be ordered by the Vice Chancellor to recover from his emoluments either in a lump sum or in such number of monthly instalments as may be determined by the Executive Council.~~
4. ~~A subscriber who has already drawn or may draw in future an advance under for any purposes, may convert at his discretion by written request to the sanctioning authority, the balance outstanding into a final withdrawal on his satisfying the conditions laid down in this regard.~~

33. **Life Insurance Premium:**

~~On a written application from a subscriber to the Provident Fund and with the approval of the Vice Chancellor, the University may allow premium on the Life Insurance Policy of the subscriber to be paid out of the subscriber's share in his Provident Fund, in all such cases the Life Insurance Policy for which the premium are so paid shall be assigned in favour of the University. On the retirement of the subscriber from the service of the University, the Policy shall be reassigned to him by the University.~~

~~In case of the maturity of the Policy during the service of the subscriber in the University, the full amount of the Policy shall be credited to the Provident Fund of the subscriber. In case of the death of the subscriber, during the service of the University, the full amount of the Policy shall be paid to the nominee, or in the absence of nomination, to the legal representative of the deceased entitled to the Provident Fund.~~

34. **Subscription:**

~~The word "subscription", wherever it occurs in these Regulations means the amount paid by the subscriber and similarly the word "contribution" means the amount contributed by the University.~~

35. **Gratuity:**

- (i) An employee who has completed five years of qualifying service at the University shall be granted Death-cum-Retirement Gratuity in accordance with the scale. This gratuity shall be payable on his retirement from the service of the University. In the event of his demise this gratuity shall be payable to the nominee or nominees of the deceased in the manner prescribed in this regard.
- (ii) If there is no such nomination or if the nomination made does not subsist, the gratuity

shall be paid in the manner indicated below.

- (a) If there are one or more surviving members of the family as in the following sub-clauses (aa), (bb), (cc) and (dd) to all such members in equal shares:
  - (aa) Wife or wives, in case of male employee;
  - (bb) husband, in the case of a female employee;
  - (cc) sons including step-sons and adopted sons;
  - (dd) unmarried daughters including step-daughters and adopted daughters.
- (b) If there are no such surviving members of the family as in Clause (a) above, but there are one or more members as in the following sub-clauses (aa), (bb), (cc), (dd), (ee), (ff) and (gg) to all such members in equal shares:
  - (aa) widowed daughters including step-daughters and adopted daughters.
  - (bb) father including adoptive parents in the case of individuals whose personal law permits adoption
  - (cc) mother
  - (dd) brothers below the age of eighteen years including step-brothers;
  - (ee) unmarried sisters and a widowed sisters including step sisters;
  - (ff) married daughters, and
  - (gg) children of pre-deceased son.

**Note 1:** The right of a female member of a family, or that of a brother of an employee who dies while in service or after retirement, to receive the share of gratuity shall not be affected if the female member marries or remarries, or the brother attains the age of eighteen years after the death of the employee and before receiving her or his share of the gratuity.

**Note 2:** Where gratuity is granted under this rule to a minor member of the family of the deceased employee, it shall be payable to the guardian on behalf of the minor.

**Note 3:** Where an employee dies while in service, or after retirement without receiving the amount of gratuity and-

- (a) leaves behind no family; or
- (b) has made no nomination; or
- (c) the nomination made by him does not subsist.

The amount of death-cum-retirement gratuity payable to him under this rule shall lapse to the University.

- (iii) No gratuity shall be payable on resignation from service of the University or dismissal or removal from it for misconduct, insolvency, inefficiency not due to age.

**36. Eligibility:**

If a person who has become eligible for payment of University's share of contribution to the Contributory Provident Fund under the rules of the University dies within a period of 5 years after he retires from the service of the University, and the sums actually received by him at the time of death on account of University's share of contribution to the Contributory Provident Fund, together with a gratuity under the above clause is less than the amount equal to 12 times the emoluments, a gratuity equal to the deficiency shall be granted to the person or persons nominated by him.

**37. Death of Permanent employee:**

If a person in permanent employment dies before becoming eligible for the University's share of the contribution to the Contributory Provident Fund of the Universities, his family will be eligible for a gratuity equal to six times his emoluments at the time of his death, except in cases in which death occurs in the first year of service, when the gratuity admissible shall be equal to two months' emoluments.

**38. Persons in Temporary Employment:**

- (i) **TERMINAL GRATUITY:**

A person in temporary employment upon superannuation or is retrenched 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.

**Note:** As decided by the Executive Council in its meeting held on 01.07.2006 (\*), these benefits are also extended to the Administrative Staff appointed on consolidated salary.

(\*) For decision by E.C. in its meeting dtd.01.07.2006.

(ii) **DEATH GRATUITY:**

The family of a person in temporary employment 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 less : A gratuity equal to two months pay.  
than one year
- (b) On death after completion of one : A gratuity equal to six months pay.  
year of service but before  
completion of five years of service
- (c) On death after completion of five : A gratuity equal to 12 months (twelve  
years service but less than 20 years months) pay.
- (d) On death after completion of 20 : A gratuity equal to  $\frac{1}{2}$  of emoluments  
years service or more for every six months of service.

39. **Amount of Gratuity:**

For the purpose of determining the amount of terminal or death gratuity will mean only basic pay at the time of relinquishing service or death, as the case may be. It will not include special pay, personal pay and other emoluments as pay. In case the person concerned was on leave with or without allowance immediately before retirement, discharge, invalidment or death, pay for this purpose will be pay which he would have drawn had he not proceeded on such leave.

**CHAPTER - V**  
**MEDICAL BENEFITS TO EMPLOYEES**

40. All the employees of the University shall receive a monthly fixed medical allowance @ 5% of their basic pay but not exceeding the ceiling limit of ~~Rs. 600/-~~ **Rs. 1000/-** per month.
41. However, in ~~exceptional cases such as~~ **case of grave ailments like** 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.
42. The University may explore the possibility for adopting Group Medi-Claim Insurance Scheme for its employees.

Comment [VC18]: Ceiling limit may be enhanced.



**CHAPTER - VI**  
**TRAVELLING AND DAILY ALLOWANCES**

**43. 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) GROUP A
  - b. Other employees with a basic pay of Rs.6500/- and above GROUP B
  - c. All other employees with basic pay of less than Rs.6500/- GROUP C

2. Entitlement of travel shall be as follows:

- a. Vice-Chancellor Air fare/A.C. First Class Train Fare or by A.C. Coach
- b. Group A and Group B Employees First Class or 2nd Class AC 2-tier Train fare
- c. Group C Employees Sleeper Class Train fare.

3. Daily Allowances:

	Category	University work
a.	Group A Employees	Rs.400/-
b.	Group B Employees	Rs.350/-
c.	Group C Employees	Rs.220/-

The D.A. should be calculated for the period from the time of arrival at the outstation to the time of departure from the outstation and as under:

For absence not exceeding 6 hours	50%
For absence between 6-12 hours	70%
For absence above 12 hours	100%

4. Students who undertake tours on official work:

Students who are on authorized official tours outside the University are treated on par with the Group 'C' employees of the University for the purpose of T.A. & D.A. with the modification that they may be eligible for a II Class sleeper fare whenever they have to travel by that category.

**44. 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.

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

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

**46. 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, Workshops etc. shall be entitled for the payment of only A.C. II Train fare to and fro and a Daily allowance of Rs.100/- for the conference days, besides the registration fee, if any.

**CHAPTER - VII**  
**DISCIPLINARY RULES**

47. (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 service either directly or indirectly or 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.
48. No employee of the University shall be a member of any association, whose primary aims are contrary to the objects of University.
49. **SUSPENSION, PENALTIES & DISCIPLINARY AUTHORITY:**  
(1) The appointing authority may by an order place an employee under suspension:  
(a) when disciplinary proceedings against him are contemplated or pending, or  
(b) where a case against him in respect of any criminal offence is under investigation, inquiry or trial.  
(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 detention, if he is detained in custody, whether on a criminal charge or otherwise for a period exceeding forty eight hours.  
(b) with effect from the date of his 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 during the continuance of the suspension, the authority competent to place him under suspension may, for reasons to be recorded by him in writing, direct that the employee shall continue to be under suspension until the termination of all or any of such proceedings.
50. (1) The appointing authority may, for good and sufficient reasons, impose on an employee the following penalties:-  
(a) Censure  
(b) Recovery from his pay of the whole or part of any pecuniary loss caused by him 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.  
Besides the above, the penalty of fine not exceeding Rupees five may be imposed on class IV employee for petty carelessness, non-observance of punctuality, idleness or similar misconduct of minor nature.  
(2) The appointing authority may institute disciplinary proceeding against an employee of the University.

(3) No order imposing any of the penalties specified in subparagraph (1) above other than fine shall be made except in accordance with the procedure for imposing penalties on Government Servant prescribed by Government of India and in force at the time when the appointing authority orders an inquiry against the employee concerned.

51. (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 may prefer an appeal to the ~~Kuladhipati~~ **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.
52. A University employee under suspension shall not be entitled to any leave.
53. (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 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% 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% of the pay last drawn by him.  
(b) He shall also be entitled to D.A. and Medical allowances as payable to serving employees.
54. When a University employee who has been dismissed, removed or suspended, is reinstated, the authority competent to order reinstatement shall make a specific order.  
(a) regarding the pay and allowance to be paid to the period of suspension, and  
(b) whether or not the said period shall be treated as period spent on duty for all purposes.
55. 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.
56. 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.
57. No employee shall:  
(i) ~~Change~~ **Engage** himself 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.

OR

(\*) Typing/clerical mistake crept in while preparation of the Staff Regulations rectified by the Vice-Chancellor as authorized by the Executive Council in its meeting dated 18.12.2005.

- (ii) Resort to or, in any way, abet any form of violence in connection with any matter pertaining to his service or the service of an employee.
58. (i) No employee shall except with the previous sanction of the University or any prescribed authority or in contribute any article or write any letter either in his own name or anonymously, pseudonymously in any newspaper or period or write a book.  
Provided that such sanction shall be required if such broadcast or contribution or writing is of a purely literary, artistic or scientific ~~character.~~ *nature.*
59. 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 communicate directly or indirectly, an official document or any part thereof or information to any other employee or any other person to whom he is not authorized to communicate such document of information.
60. No employee shall bring or attempt to bring any political or other influence to bear upon any superior authority to further his interest in respect of matters pertaining to his service under the University.
61. 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.
62. 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.
63. Any infringement of the provisions of above paras shall be regarded as subversive of good discipline and misconduct and will well justify the initiation of disciplinary action against such employee.

**1. SCHEDULE FOR OFFICERS (STATUTORY AS WELL AS POSTS TO BE  
CREATED BY THE EXECUTIVE COUNCIL):**

Sl.	Post	Qualification		Experience
		Essential	Desirable	
1.	Registrar 16400-450- 20000	A Master's Degree; Administrative & Management & Governance/ Administration Teaching Experience	Ph.D. in Law/ Management & consistently having good academic record.	10 years teaching experience working in 12000-420-18300/ Ten years Administrative Experience in State/ Central or University Service in the scale of pay 12000-420-18300 or experience of six years as Deputy Registrar
2.	Finance Officer 12000-420- 18300	A Master's Degree in Finance/ Accounts or equivalent & Governance/ Administration	CA, Internal Audit, Finance Officer of a University/ Central Govt.	8 years experience or persons working in same position in scale not below 10000-325-15200
3.	Controller of Examinations 12000-420- 18300	A Master's Degree in Law; Examination Management Experience with & Governance	Law school Examination Experience and good academic record.	8 years experience or persons working in same position in scale not below 10000-325-15200
4.	Chief Librarian 16400-450- 20000	A Master's Degree in Library Science with 55% and a friendly.	Ph.D. in Library Science or holding same post.	10 years experience or persons working in scale not below 10000-325-15200 and experience in law library or any international institution.
5.	Librarian 12000-420- 18300	A Master's Degree in Library Science with 55% with Diploma in Computers or knowledge & working experience of a library consistently.	Ph.D. in Library Science or holding same post.	8 years experience or person working in scale not below 10000-325-15200 and experience in law library or any international institution.
6.	Assistant Librarian 8000-275-13500	A Master's Degree in Library Science with 55%	Ph.D. in Library Science or holding same post.	Experience in law library or any international institution.
7.	Deputy Registrar 12000-420- 18300	A Master's Degree; Administrative & Management & Governance/ Administration Teaching Experience	Good academic record	8 years experience in Administration/ Management in the pay scale of 8000-275-13500
8.	Assistant Registrar 8,000-275- 13,500	First Class Bachelor's Degree; Administrative & Management & Governance/ Administration Teaching Experience	Good academic record	5 years experience in Administration/ Management/ Supervisory.
9.	System Manager/ Documentation Officer 8,000-275- 13,500	An Engineering Degree of Computer Science or MCA or an equivalent degree	Good academic record	5 years experience in System Administration/ Management/ Teaching.
10.	Estate cum- Administrative Officer 8,000-275- 13,500	First Class Bachelor's Degree with 5 years Administrative and Estate management experience	An Engineering Degree.	5 years Administrative and Estate Management Experience.

**SCHEDULE I-A**  
**OTHER STAFF OF THE UNIVERSITY**

Sl.	Post	Qualification		Experience
		Essential	Desirable	
11	Section Officer-5,500-200-10,500	Bachelor's Degree, Administrative & Management, 5- Governance experience.	Good academic record	5-years experience in Administration/ Management
12	P.A. / Steno/ Secretary to Vice-Chancellor 6,500-200-10,500	Bachelor's Degree and Stenography with 5- Governance experience	Computer knowledge and experience	Person working in same position
13	Sub-Engineer (Civil) 4,000-100-6,000	Diploma in Civil Engineering, 3-years experience.	Three-years experience on a similar post.	Person working in same position
14	Sub-Engineer (Electrical) 4,000-100-6,000	Diploma in Electrical Engineering, 3-years experience.	Three-years experience on a similar post.	Person working in same position
15 (2)	Assistant Grade-I (General) 5,500-175-9,000	Bachelor's Degree and Computer knowledge	Office work experience	Person working in same position
16 (1)	Assistant Grade-II (General) 5,000-150-8,000	Bachelor's Degree and Computer knowledge	Office work experience	Person working in same position
17 (1)	Assistant Grade-III (General) 4,000-100-6,000	Bachelor's Degree and Computer knowledge	Office work experience	Person working in same position
18 (2)	Assistant Grade-I (Accounts) 5,500-175-9,000	Bachelor's Degree with accountancy or equivalent and Computer knowledge	Accounts work experience	Person working in same position
19 (1)	Assistant Grade-II (Accounts) 5,000-150-8,000	Bachelor's Degree with accountancy or equivalent and Computer knowledge	Accounts work experience	Person working in same position
20 (1)	Assistant Grade-III (Accounts) 4,000-100-6,000	Bachelor's Degree with accountancy or equivalent and Computer knowledge	Accounts work experience	Person working in same position
21 (1)	Assistant Grade-I (Library) 5,500-175-9,000	Bachelor's Degree in Library Science with Computer knowledge	Systems and Computer work experience	Person working in same position
22 (1)	Assistant Grade-II (Library) 5,000-150-8,000	Bachelor's Degree in Library Science with Computer knowledge	Systems and Computer work experience	Person working in same position
23 (1)	Assistant Grade-III (Library) 4,000-100-6,000	Bachelor's Degree in Library Science with Computer knowledge	Systems and Computer work experience	Person working in same position
24 (1)	Assistant Grade-I (Computer Lab Technician/Assistant) 5,500-175-9,000	Diploma in Computers (Hardware/Networking)/ PGDCA	Actual work experience in service centres of reputed computer dealers.	Two-years experience in authorized service centres of reputed computer dealers.
25 (1)	Assistant Grade-II (Computer Lab Technician/Assistant) 5,000-150-8,000	Diploma in Computers (Hardware/Networking)/ PGDCA	Actual work experience in service centres of reputed computer dealers.	Two-years experience in authorized service centres of reputed computer dealers.
26 (1)	Assistant Grade-III (Computer Lab Technician/Assistant) 4,000-100-6,000	Diploma in Computers (Hardware/Networking)/ PGDCA/DCA	Actual work experience in service centres of reputed computer dealers.	Two-years experience in authorized service centres of reputed computer dealers.
27	Care Taker/Attendant 2,550-55-2,600-60-3,200	Higher Secondary School Certificate.	Two-years working experience on similar post.	Person working in same position

(\*): Typing/clerical mistake crept in while preparation of the Staff Regulations rectified by the Vice-Chancellor as authorized by the Executive Council in its meeting dated 18.12.2005.

23. (*)	Driver 2,550-55 2,600-60- 2,200	Driving License for four wheelers/heavy vehicles. High School Certificate. Proper eye sight and vision.	Two years working experience on similar post.	Person working in same position
24. (*)	Electrician 2,550-55 2,600-60- 2,200	Certificate in Electrician trade from recognized ITI with two years of Experience in domestic wiring/Electrical works.	Two years working experience on similar post.	Person working in same position
25. (*)	Plumber 2,550-55 2,600-60- 2,200	Certificate in Plumbing trade from recognized ITI with three years of Experience in domestic wiring/Electrical works.	Two years working experience on similar post.	Person working in same position
26. (*)	Scavenger 2,550-55 2,600-60- 2,200	Two working experience on similar post.	Two years working experience on similar post in an educational institution.	Person working in same position

(\*) Typing/clerical mistake crept in while preparation of the Staff Regulations rectified by the Vice-Chancellor as authorized by the Executive Council in its meeting dated 18.12.2005.

#### H. SCHEDULE FOR FACULTY MEMBERS

Sl.	Post	Qualification		Experience
		Essential	Desirable	
1.	Professor-Director 18400-500-22400	Master of Law Degree with 55% marks. Ph.D. in Law. Prof. of Law with good academic record	PG & UG Teaching, Research and Law School Experiences	15 years teaching experience and 7 years research experience
2.	Professor 16400-450-20200	Master of Law Degree with 55% marks. Ph.D. in Law. Reader in Law or Associate Professor with good academic record	PG & UG Teaching, Research and Law School Experiences	10 years Research experience
3.	Associate Professor 12000-420-18400	Master of Law Degree with 55% marks. Ph.D. Law/Equivalent published work with good academic record	PG & UG Teaching, Research and Law School Experiences	8 years Experience
4.	Assistant Professor 10600-315-15200	Master's Degree in concerned subject with 55% marks.	Ph.D. in same subject/Equivalent published work.	In lieu of Ph.D., 2 years teaching experience in Law University.
5.	Lecturer 8000-275-13500	Master's Degree in concerned subject with 55% marks & N.E.T. qualified	Ph.D. in same subject/Equivalent published work.	Research/Teaching Experience & N.E.T.
6.	Assistant Lecturer 10000/- consolidated	Master's Degree in concerned subject with 55% marks.	Ph.D. in same subject/Equivalent published work.	Research/Teaching Experience
7.	Research Associate 10000/- consolidated	Master's Degree in concerned subject with 55% marks.	Ph.D. in same subject/Equivalent published work.	Research/Teaching Experience



I. SCHEDULE FOR OFFICERS (STATUTORY AS WELL AS POSTS  
CREATED BY THE EXECUTIVE COUNCIL):

Sl.	Post & Pay/Pay Scale	Qualification
1.	Registrar 16400-450-20900	<del>A Master's Degree, Administrative &amp; Management E-Governance/ Administration/ Teaching Experience</del> And <del>10 years teaching experience/working in 12000-420-18300/ Ten years Administrative Experience in State/Central or University Service in the scale of pay 12000-420-18300 or experience of six years in Deputy Registrar</del>  Desirable: Ph.D. in Law/ Management & consistently having good academic record.  <i>As per U.G.C. norms.</i>
2.	Chief Librarian 16400-450-20900	A Master's Degree in Library Science with 55% <del>marks</del> and <del>e-friendly</del> practical knowledge of computer work. And 10 years experience or person working in scale not below 10000-325-15200 and experience in law library or any international institution.  Desirable: Ph.D. in Library Science or holding same post.
3.	Finance Officer 12000-420-18300	A Master's Degree in Finance/Accounts or equivalent E-Governance/ Administration And 8 years <i>post qualification</i> experience or person working in scale not below 10000-325-15200  Desirable: C.A./Internal Audit, Finance Officer of a University/Central Govt.
4.	Controller of Examinations 12000-420-18300	A Master's Degree in Law; Examination Management Experience with E-Governance And 8 years <i>post qualification</i> experience or persons working in same position in scale not below 10000-325-15200  Desirable: Law School Examination Experience and good academic record.
5.	Librarian 12000-420-18300	<del>A Master's Degree in Library Science with 55% with Diploma in Computers or knowledge &amp; working experience of a library consistently.</del> And <del>8 years experience or person working in scale not below 10000-325-15200 and experience in law library or any international institution.</del>  <del>Desirable: Ph.D. in Library Science or holding same post.</del>  <i>As per U.G.C. norms.</i>
6.	Deputy Registrar 12000-420-18300	<del>A Master's Degree, Administrative &amp; Management E-Governance/ Administration/ Teaching Experience</del> And <del>8 years experience in Administration/ Management/ in the pay scale of 8000-275-12500</del>  Desirable: Good academic record  <i>As per U.G.C. norms.</i>

Sl.	Post & Pay/Pay Scale	Qualification
7.	Assistant Librarian 8000-275-13500	A Master's Degree in Library Science with 55% And Experience in law library or any informational institution.  Desirable: Ph.D. in Library Science or holding same post  <i>As per U.G.C. norms.</i>
8.	Assistant Registrar 8000-275-13500	First Class Bachelor's Degree, Administrative & Management & Governance Administration/Teaching Experience And 5 years experience in Administration/Management/Supervisory.  Desirable: Good academic record  <i>As per U.G.C. norms.</i>
9.	System Manager/ Documentation Officer 8000-275-13500	An Engineering Degree of Computer Science or MCA or an equivalent degree And 5 years experience in System Administration/Management/Teaching 5 years post qualification experience or person working in same position or next below grade.  Desirable: Good academic record
10.	Estate cum Administrative Officer 8000-275-13500	First Class Bachelor's Degree with 5 years Administrative and Estate management Experience.  Desirable: An Engineering Degree.
11.	Section Officer 6500-200-10500	Bachelor's Degree, Administrative & Management, & Governance experience. And 3 years experience in Administration/Management  Bachelor's Degree, Computer Knowledge And 3 years experience in Administration/Management in same position or next below grade.  Desirable: Good academic record
12.	P.A./ Steno/Secretary to Vice-Chancellor  6500-200-10500	Bachelor's Degree and Stenography with 5 Governance experience And Person working in same position  Desirable: Computer knowledge and experience  Bachelor's Degree and Stenography, Computer knowledge And Person working in same position or next below grade.
13.	Sub Engineer (Civil) 4000-100-6000	Diploma in Civil Engineering, 3 years Experience. And Person working in same position  Desirable: Three years experience on a similar post.  Diploma in Civil Engineering and three years post qualification experience.

Sl.	Post & Pay/Pay Scale	Qualification
14.	Sub Engineer (Electrical) 4000-100-6000	Diploma in Electrical Engineering 3 years Experience And Person working in same position  Desirable: Three years experience in a similar post  <i>Diploma in Electrical Engineering and three years post qualification experience.</i>
15. (2)	Assistant Grade I (General) 5,500-175-9,000	Bachelor's Degree and Computer knowledge And Person working in same position  Desirable: Office work experience
16. (2)	Assistant Grade II (General) 5,000-150-8,000	Bachelor's Degree and Computer knowledge And Person working in same position  Desirable: Office work experience
17. (2)	Assistant Grade III (General) 4,500-100-6,000	Bachelor's Degree and Computer knowledge And Person working in same position  Desirable: Office work experience
18. (2)	Assistant Grade I (Accounts) 5,500-175-9,000	Bachelor's Degree with accountancy or equivalent and Computer knowledge And Person working in same position  Desirable: Accounts work experience
19. (2)	Assistant Grade II (Accounts) 5,000-150-8,000	Bachelor's Degree with accountancy or equivalent and Computer knowledge And Person working in same position  Desirable: Accounts work experience
20. (2)	Assistant Grade III (Accounts) 4,000-100-6,000	Bachelor's Degree with accountancy or equivalent and Computer knowledge And Person working in same position  Desirable: Accounts work experience
21. (2)	Assistant Grade I (Library) 5,500-175-9,000	Bachelor's Degree in Library Science with Computer knowledge And Person working in same position  Desirable: Systems and Computer work experience
22. (2)	Assistant Grade II (Library) 5,000-150-8,000	Bachelor's Degree in Library Science with Computer knowledge And Person working in same position  Desirable: Systems and Computer work experience
23. (2)	Assistant Grade III (Library) 4,000-100-6,000	Bachelor's Degree in Library Science with Computer knowledge And Person working in same position  Desirable: Systems and Computer work experience
24. (2)	Assistant Grade I (Computer Lab Technician/Assistant) 5,500-175-9,000	Diploma in Computers (Hardware/Networking) PGDCA And Two years experience in authorized service centres of reputed computer dealers.  Desirable: Actual work experience in service centres of reputed computer dealers.

Sl.	Post & Pay/Pay Scale	Qualification
25. (*)	Assistant Grade-II (Computer Lab Technician/Assistant) 5,000-150-8,000	Diploma in Computers (Hardware/Networking) PGDCA And Two years experience in authorized service centres of reputed computer dealers.  Desirable: Actual work experience in service centres of reputed computer dealers.
26. (*)	Assistant Grade-III (Computer Lab Technician/Assistant) 4,000-100-6,000	Diploma in Computers (Hardware/Networking) PGDCA/DCA And Two years experience in authorized service centres of reputed computer dealers.  Desirable: Actual work experience in service centres of reputed computer dealers.
	Assistant Grade-I 5500-175-9000	Rachelor's Degree and Computer knowledge And Person working in same position or next below grade.  Desirable: Office work experience
	Assistant Grade-II 5000-150-8000	Rachelor's Degree and Computer knowledge And Person working in same position or next below grade.  Desirable: Office work experience
	Assistant Grade-III 4000-100-6000	Bachelor's Degree and Computer knowledge  Desirable: Office work experience, person working in same position.
27.	Office Assistant-cum- Peon/Care Taker/ Attendant 2,550-55-2,600-60-3,200	Higher Secondary School Certificate. And Person working in same position  Desirable: Two years working experience on similar post.  Passed Standard X Examination from any State Education Board And Person performing the work desired for the post  Desirable: Two years working experience.
28. (*)	Office Assistant-cum-Driver 2,550-55-2,600-60-3,200 3050-75-3950-80-4590/-	Driving Licence for four wheelers/heavy vehicles. High School Certificate. Proper eye sight and vision. And Person working in same position  Desirable: Two years working experience on similar post.  Driving Licence for light/heavy vehicles and High School Certificate. Proper eye-sight and vision. And Person performing the work desired for the post  Desirable: Two years working experience.

29. (*)	Electrician 2,550-55-2,600-60-3,200  Office Assistant-cum- Electrician 3050-75-3950-80-4590/-	<del>Certificate in Electrician trade from recognized ITI with two years of Experience in domestic wiring/Electrical work.</del> <del>And</del> <del>Person working in same position</del>  <del>Desirable: Two years working experience on similar post.</del>  Certificate in Electrician trade from recognized ITI with two years of Experience in domestic wiring/Electrical works.  And Person performing the work desired for the post  Desirable: Two years working experience.
30. (*)	Office Assistant-cum-Plumber 2,550-55-2,600-60-3,200	Certificate in Plumbing trade from recognized ITI with three years of Experience in <del>domestic wiring/Electrical work.</del> Plumbing.  And Person working in same position  Desirable: Two years working experience on similar post.
31. (*)	Scavenger 2,550-55-2,600-60-3,200	<del>Two working experience on similar post.</del> <del>And</del> <del>Person working in same position</del>  <del>Desirable: Two years working experience on similar post in an educational institution.</del>
	Office Assistant-cum- Machineman/Binder 3050-75-3950-80-4590/-	Passed Standard XII Examination from any State Education Board  And Person performing the work desired for the post or working in the next below grade.  Desirable: Two years working experience.
	Office Assistant-cum- Library Attendant/Lab Attendant/Field Assistant 2750-70-3800-75-4400/-	Passed Standard XII Examination from any State Education Board  And Person performing the work desired for the post or working in the next below grade.  Desirable: Two years working experience.
	Office Assistant-cum- Daftari/Head Peon 2610-60-3150-65-3540/-	Passed Standard XII Examination from any State Education Board  And Person performing the work desired for the post or working in the next below grade.  Desirable: Two years working experience.

## II. SCHEDULE FOR FACULTY MEMBERS

Sl.	Post & Pay/Pay Scale	Qualification
1.	Professor/Director 18400-500-22400	<p><del>Master of Law Degree with 55% marks. Ph.D. in Law. Prof. of Law with good academic record.</del></p> <p><del>And</del></p> <p><del>15 years teaching experience and 2 years research experience.</del></p> <p><i>An eminent scholar with published work of high quality, actively engaged in research, with 15 years of experience in postgraduate teaching and/or experience in research at the University/National Level institutions, including experience of guiding research at Doctoral level.</i></p> <p><b>OR</b></p> <p><i>An outstanding scholar with established reputation who has made significant contribution to knowledge.</i></p> <p>Desirable: Experience of PG &amp; UG Teaching, Research and working at Law Schools</p>
2.	Professor 16400-450-20900	<p><del>Master of Law Degree with 55% marks. Ph.D. in Law. Reader in Law or Associate Professor with good academic record</del></p> <p><del>And</del></p> <p><del>10 years Research experience</del></p> <p><del>Desirable: PG &amp; UG Teaching, Research and Law School Experiences</del></p> <p><i>As per U.G.C. norms.</i></p>
3.	Associate Professor/Reader 12000-420-18300	<p><del>Master of Law Degree with 55% marks. Ph.D. Law/equivalent published work with good academic record</del></p> <p><del>And</del></p> <p><del>8 years Experience</del></p> <p><del>Desirable: PG &amp; UG Teaching, Research and Law School Experiences</del></p> <p><i>As per U.G.C. norms.</i></p>
4.	Assistant Professor 10000-325-15200	<p>Master's Degree in concerned subject with 55% marks, <i>good academic record</i></p> <p><b>And</b></p> <p><del>In lieu of Ph.D., 2 years teaching experience in Law University.</del></p> <p>Two years of experience of teaching and/or research excluding the period spent for obtaining the research degree.</p> <p>Desirable: Ph.D. in same subject/Equivalent published work.</p>
5.	Lecturer 8000-275-13500	<p><del>Master's Degree in concerned subject with 55% marks &amp; M.E.T. qualified</del></p> <p><del>And</del></p> <p><del>Research/Teaching Experience &amp; N.E.T.</del></p> <p><del>Desirable: Ph.D. in same subject/Equivalent published work.</del></p> <p><i>As per U.G.C. norms.</i></p>

6.	Assistant Lecturer <del>10000/-</del> 12000/- p.m. consolidated	<p><del>Master's Degree in concerned subject with 55% marks.</del> And <del>Research/Teaching Experience</del></p> <p><del>Desirable: Ph.D. in same subject/Equivalent published work.</del></p> <p><i>Master's Degree in concerned subject with 55% marks.</i></p> <p><i>Desirable: Teaching Experience at College/University level institutions.</i></p>
7.	Research Associate <del>10000/-</del> 12000/- p.m. consolidated	<p><del>Master's Degree in concerned subject with 55% marks.</del> And <del>Research/Teaching Experience</del></p> <p><del>Desirable: Ph.D. in same subject/Equivalent published work.</del></p> <p><i>Master's Degree in concerned subject with 55% marks.</i></p> <p><i>Desirable: Research Experience at College/University level institutions.</i></p>

# 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  
'Teacher' '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 ~~teacher/teaching/non-teaching employee~~ (\*) shall be appointed placed on  
probation for two years. After the period of probation and that the ~~teacher/teaching/non-~~  
~~teaching employee~~(\*) shall not have any automatic claim for confirmation in this  
appointment. At the end of the two years period, the University may renew and continue the  
contract/probation for another a term of ~~two years one year~~ (\*) or for a further period till  
the age of superannuation, as decided by the Executive Council.(\*) The age of  
superannuation for teaching staff shall be 62 years which may, at the discretion of the  
University extend till the age of 65 years;

3. That the said \_\_\_\_\_ shall be a whole-time ~~teacher 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 \_\_\_\_\_ a basic pay of Rs. \_\_\_\_\_  
\_\_\_\_\_ in the pay scale of Rs. \_\_\_\_\_ besides the Dearness  
Allowance, House Rent Allowance and City Compensatory Allowance at rates as determined  
by the Executive Council from time to time;

~~Provided that no increment shall be withheld or postponed by a resolution of the  
Executive Council on a reference by the Vice-chancellor to it, and after the teacher has been  
given sufficient opportunity to make his/her written representation;~~

5. That the said \_\_\_\_\_ 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 ~~teacher 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 summarily to terminate the employment of the teacher **teaching/non-teaching employee(\*)** on the ground of misconduct in accordance with the provisions hereinafter set forth.

(2) The Vice-chancellor may, when he finds it necessary in the interest of the University, suspend the teacher **teaching/non-teaching employee(\*)** on the ground of misconduct. When he suspends the teacher **teaching/non-teaching employee(\*)**, he 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 teacher **teaching/non-teaching employee(\*)** whether he has been suspended or not. The Executive Council may appoint a Committee for the purpose. The teacher **teaching/non-teaching employee(\*)** shall be notified in writing of the charges against him and shall be given not less than two weeks time to submit his explanation in writing.

The Executive Council or the Committee may hear the teacher **teaching/non-teaching employee(\*)** and take such evidence as it may consider necessary. The Executive Council may thereafter determine the continued engagement of the teacher **teaching/non-teaching employee(\*)** where it deems that the misconduct of the teacher **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-thirds 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 teacher **teaching/non-teaching employee(\*)** of the proposal to determine the engagement and not less than two weeks' time to make such representation as the teacher **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 teacher **teaching/non-teaching employee.**

9. The teacher **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~~ **pay** in lieu of notice.

10. On the termination of this engagement under whatever clause, the teacher **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.

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

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

SEAL

(\*) Typing/clerical mistake crept in while preparation of the Staff Regulations rectified by the Vice-Chancellor as authorized by the Executive Council in its meeting dated 18.12.2005.

**REGULATIONS DEALING WITH TRAVELLING AND DAILY ALLOWANCES OF  
PERSONS WHO ARE NOT MEMBERS OF THE STAFF**

**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 not exceeding the rates of Indian Airlines.
- 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 taxi/own car, the T.A. shall be limited to the road mileage for such travel or portion thereof at the rate of Rs.5/- per k.m. (Except otherwise decided by the Executive Council).

**2.(\*) DAILY ALLOWANCE:**

Payment of daily allowance to members of the General Council, Executive Council, Academic Council, Finance Committee etc. shall be as follows:

- |                                |                  |
|--------------------------------|------------------|
| 1. Meeting days - sitting fees | Rs.400/- per day |
| 2. Journey period              | Rs.100/- per day |

**NOTE:**

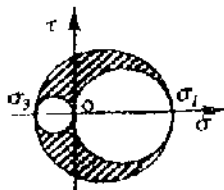
- (a) If the members arrive one day prior to the date of the meeting or depart one day after the meeting, they would be entitled for D.A. of Rs.150/- per day.
- (b) Local experts/members will be entitled to the reimbursement of actual conveyance charges in addition to the sitting fee/honorarium of Rs.300/- per day, when the University has not provided its conveyance.
- (c) 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 a sum not exceeding Rs.300/- each way.
- (d) If the University does not provide accommodation to the outstation members in its guest house, it shall reimburse actual expenses incurred by him for lodging.

**3.(\*) SITTING FEES:**

1. Sitting Fees to members attending various meetings such as Selection Committees etc. shall be paid sitting fee @ Rs.1000/- per day.

2. External Examiners/Evaluators shall be paid sitting fee @ Rs.500/- per day.

(\*) Typing/clerical mistake crept in while preparation of the Staff Regulations rectified by the Vice-Chancellor as authorized by the Executive Council in its meeting dated 18.12.2005.

**SEWRI CONSULTANTS PRIVATE LIMITED****CONSULTING ENGINEERS**

- Civil/Structural
- Soils/Materials
- Investigation/Reports
- Conservation Engineering

Apeejay Chambers  
Wallace Street, Fort,  
Mumbai - 400 001.

Ref. No.: SCD/2430/2520

Date: 17/06/2008

To,  
Mr. Arhsad Hidayatullah  
Mumbai

Sub: HNLU New Campus Construction Project

Dear Arshad,

Further to the discussions the undersigned had with you on the subject, I am revising my offer as per our discussions. The revised offer being termed as Revised Proposal (D2) dated 17/06/2008.

- 2 The revised offer is duly enclosed herewith for your kind consideration and I would request you to kindly process the papers at HNLU level at an early date as I have already started functioning as an Engineer - In Charge.

Thanking you and with regards

Yours faithfully,  
M/s. Sewri Consultants Private Limited

*S. C. Deshpande*  
S. C. Deshpande  
Engineer - in - Charge  
HNLU (Raipur)

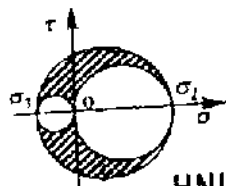
Encl: As Above

Office/SewriConsult 24/06/2008 dated 17/06/2008

Page No.

# SEWRI CONSULTANTS PRIVATE LIMITED

Apeejay Chambers  
Wallace Street, Fort,  
Mumbai - 400 001.



## CONSULTING ENGINEERS

- Civil/Structural
- Soils/Materials
- Investigation/Reports
- Conservation Engineering

Date: 17/06/2008

### HNLU New Campus Construction Project-Revised Proposal (D2) 17/06/2008

Dear Dr. Srivastava,

Subsequent to the visit of the undersigned to Raipur on 3<sup>rd</sup> / 4<sup>th</sup> March 2008 and the discussions that followed on the above subject, considering your requirements it would be appropriate that we frame a revised Draft Proposal for providing Engineering Consultancy Services.

2. The Proposal will cover the involvement of the undersigned in the above Project along with a Team of Technical Personnel which is as given below in this Proposal. Further, as discussed with you, a Supervisory Architect will also be working in tandem with in the team of Technical Personnel to guide the Project from now on. The terms and conditions of this Supervisory Architect would be stated in a separate letter / document to be presented to you subsequently. It need not be emphasized that the services of a Supervisory Architect have become essential because the Contractor has shown his inability to provide such services, though it is an important part of his scope of work. Whatever are the agreed fees that are to be paid to the Supervisory Architect after due discussions and deliberations, it stands to reason that the same will be to the account of the present Contractor and this amount will be deducted from his bills in a stage - wise manner. This should be made explicit to the Contractor at this stage so that no disputes are revised with respect to this issue.
3. As far as our Proposal is concerned, the team that is being mounted by us will execute the required functions that the University might have expected from the 'Office of a University Engineer' and his accompanying Staff. The Proposal therefore incorporates the points that were discussed

1



in your office on 3<sup>rd</sup> / 4<sup>th</sup> March 2008 and goes forward, taking into consideration the manner in which this Project has progressed so far and the work ahead including the Financial terms of my involvement.

4. From now on, 'Services' i.e., Electrical Engineering, Air-Conditioning, Lighting, Electricals for Computer Set-up, Control Systems etc. plays an important role. Hence, Services of an Electrical Engineer are being commissioned in the Team.

as  
5. Designation

University Consulting Engineer (UCE)

6. Team

The UCE will constitute the following Technical Personnel.

(i) UCE – Mr. S.C. Deshpande

(ii) Assisting Technical Team

(a) One Sr. Engineer

(b) One Sr. Electrical Engineer.

(iii) The UCE if appointed, will select his team and will quote the fees for (i) and (ii) above separately for your consideration and approval.

7. Scope of Work to be handled by the Team

- (i) Review of past work and correspondence. HNLU to provide the necessary material relevant and connected with the Project.



- (ii) Familiarize and be upto date with past essential and material correspondence / past Contract / Documents / Billing. HNLU administration will need to provide the required documents. Any lapses on part of the Contractor or the Contractor not fulfilling the Contract terms or Contract terms not being enforced on the Contractor in the past as a result of some earlier mutual understanding / decisions at some of the meetings held at site or HNLU office or for any other valid reasons, the same will be beyond our purview and it may not be possible for us to bring in place corrective measures at this stage.
- (iii) Having studied the case, hold a meeting with the concerned parties – Officers of the University, Technical Staff of the University, Contractor, Contractor's Staff stationed at site, invite one of the Directors of the Contracting firm for the said meeting and any other persons concerned with the Project.
- (iv) Get fully acquainted with present status of all the Technical Drawings, Specifications and quantities of the work executed so far including R.A. Bills as a result of holding meetings and discussions with the parties / officers concerned.
- (v). Lay down norms and methods by which work will proceed from now onwards, execution of work at site, quality control, interpretation of Drawings and Specifications and Billing procedure.



- (vi) Draw up a Bar Chart jointly with HNLU Engineering Staff and Contractor's Technical Personnel which will project the progress of work till completion.
- (vii) Periodic visits to site for monitoring and job control will be 2 visits per month for a duration of 2 days ( 2 nights stay )
- (viii) Certification of Bills and acceptance of the work.
- (ix) Day to day supervision at site, recording measurements and joint preparation of R.A. Bills will be the responsibility of the University Staff.

8. Other Terms and Conditions

- (i) The University will have to provide economy class Air Fare Mumbai - Raipur and Return for the UCE and the Technical team members (2nos), the dates of the visits being decided by mutual convenience and job requirements
- (ii) The University will have to provide Hotel accommodation (Hotel Babylon or equivalent) free of cost to the UCE and his Team during their stay at Raipur.
- (iii) The University will have to provide for local conveyance to the UCE and the Technical Team free of cost during their visit to Raipur. If for any of the above i.e., 8(i) to 8(iii), we are required to make payment on behalf of HNLU, we should be reimbursed within 14 days of presentation of our Bill / Bills.



- (iv) The UCE and his Technical Team will use the present Drawings prepared by the Contractor (his Contract being a Turnkey Contract i.e. Design and Construction with preparation of detailed Drawings). In case, the UCE or the Technical Team that is appointed, is called upon to prepare further Drawings with relation to the same, depending upon the quantum of work, an extra Fee will have to be negotiated.
- (v) Please note that the present offer made by the UCE of preparation of a detailed rearrangement of the classroom seating arrangement is not included and **is being offered to the University as a gesture in order to bring the Project on track.**
- (vi) However, if any further Drawing work is required for any other issues or areas of work that may arise during work execution, the same will have to **be paid as extra.**
- (vii) We will administer the Contract from here onwards. If however, there are pending issues for which HNLU has not initiated necessary action as per Contract terms so far for any valid reasons or for reasons which were in the best interest of HNLU in the long term, we would not be accountable for the same. We will get ourselves familiar with such issues and place them before the Executive Council (in case the Executive Council has not been informed so far) for information and necessary advice as to further / future action with respect to them. We cannot be answerable for past lapses on part of the Contractor. For such lapses on part of the Contractor, we will





place the issues before the Executive Council and proceed as per the advice of the Council after due deliberation on the subject.

- (viii) We will therefore proceed to administer the work at site in terms of the Contract document from now onwards, try and bring as much paper work and formalities the Contract demands into order and take the work to completion.
- (ix) The above clauses have been mentioned as a result of the unique 'history' of the Contract.

9. Fees

During the discussions and having looked at the various documents, it is noticed that there is some degree of mismatch between the work actually executed at site and the amount paid to the Contractor. This is because the Terms of Payment at the time of placing the Order on the Contractor, were framed in the Contract in such a manner that the Contractor has received payments 'upfront'. We will therefore set out the structure in which our fees are to be calculated in the following manner;

- (i) Fees paid to the UCE will be 1% of the balance work including taking into account the amount being certified by the UCE from this juncture. **The fee will be calculated on the entire amount, including Escalation and Cost of Extra items if any paid to the Contractor.** The Service Tax amount payable to the Contractor will not attract Consultancy Fees.



(ii) As a rough estimate, we expect that the quantum or the amount that will attract UCE fees will be approx Rs.18 Crores. This is only a guesstimate and should not be held as a final figure. The amount can vary upwards or downwards.

(iii) Minimum Fee Clause:

In any event, to take the job upto completion, having specified the above, the total quantum of fees payable to us under no circumstances shall be less than a lumpsum of Rs. 12,50,000/- + Service Tax @ prevailing rate.

(iv) Fee for the Technical Team:

With respect to the Technical Team i.e. the Sr. Civil Engineer and Sr. Electrical Engineer, the fees will be clubbed together and paid to Sewri Consultants Pvt. Ltd. This amount will be Rs.30,000/- per month plus the prevailing Service Tax till completion on of the work or till their services are no longer required.

10. Time Period

- (i) Going by past experience for Projects of this nature, we are of the view that the Project will most likely go up to 31.12.2008 i.e. a period of 9 months from say 01.04.2008.
- (ii) Parts of the Building may be commissioned in parts to suit the needs of the University.



- (iii) Quite often, a further period of 3 months would be required for Final billing, certification, settling Extra items and Escalation bills, rectifications and minor finishing works, thus taking the extent of our services to 31.03.2009.

11. Terms of Payment:

Part A - Fees

- 1 An initial payment of Rs. 1,50,000/- on confirming of appointment within 14 days of presentation of our Bill.
- 2 A payment of Rs. 1,75,000/- per month starting from 01/06/2008 to be paid before the 10<sup>th</sup> day of the following month.
- 3 By 1<sup>st</sup> December 2008, it is expected that the job will be virtually completed and a calculation will be made as follows:
  - (i) Calculate 1% of the balance value of works from appointment of Engineer -In - Charge - 20/04/2008 say = Rs. X.
  - (ii) If Rs. X is less than Rs. 12,50,000/-, we will be due for the left over margin amount to fulfill our minimum fee clause, namely, 9(iii).
  - (iii) If Rs. X is greater than 12,50,000/-, the value of Fees due to us will be the full value Rs. X minus the amount paid till date.



Part B - Fees for the Technical Team

- (i) Fee for the Technical Team is payable as per clause 9(iv).

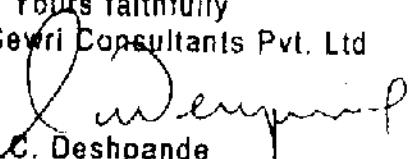
Part C

- (i) These terms of payment are to be read in tandem with all other clauses bearing financial implications.

We place this Proposal before you for consideration and await your response.

Thanking You,

Yours faithfully  
M/s. Sewri Consultants Pvt. Ltd

  
S.C. Deshpande  
(Engineer - In - Charge)  
HNLU Raipur)



# *Hidayatullah National Law University*

*HNLU Bhawan, Civil Lines, Raipur-492001 (C.G.)*

*Phone No. 0771-4080114, Fax 0771-4080118*

*email: registrar@hnl.ac.in www.hnl.ac.in*

No.HNLU/ 663/ 2008

Dt.02.09.2008

To  
Shri Sudhir Deshpande  
University Engineer-in-Charge, HNLU &  
Managing Director, SEWRI Consultants Pvt. Ltd.  
Apeejay Chambers, Wallace Street, Fort  
MUMBAI-400001

**Dear Shri Deshpande**

This has reference to your letter Ref.No.SCD/2430/2553 dated 27.08.2008, email dated 01.08.2008 and also with reference to your letter Ref.No.SCD/2430/2521 dated 20.06.2008 addressed to us and a copy of letter Ref.No.SCD/2430/2520 dated 17.06.2008 addressed to Shri Arshad Hidayatullah.

Your Revised Proposal (D2) dated 17.06.2008 for HNLU New Campus Construction Project forwarded by Shri Arshad Hidayatullah, was placed before the sixteenth meeting of the Executive Council dated 21.06.2008.

The Hon'ble Executive Council and University administration were always under the impression that we have to give nominal fee to you. It was not the appointment of SEWRI consultants for commercial work for such remuneration and this was the reason that the Hon'ble Executive Council has referred back your proposal for renegotiation.

Your proposal itself is shifting all the burden of supervision and responsibility of ensuring quality checking and measurement of construction work on University Engineering staff.

On going through point No.7, "Scope of work proposed to be carried out by UCE", At 7(i), It has been stated that you will review past work and correspondence, however at 7(ii), it has been have stated that any lapses on part of the Contractor or the Contractor not fulfilling the Contract terms or Contract terms not being enforced on the Contractor in the past as a result of some earlier mutual understanding/decisions at some of the meetings held at site or HNLU office or for any other valid reasons, the same will be beyond purview and it may not be possible to bring in place corrective measures at this stage.

**In view of statement at 7(ii), the scope of work mentioned at points 7(i), 7(ii), 7(iii), 7(iv), 7(v), 7(vi) are meaningless and are of no use/help to the University.**

At 7(vii), it has been stated that there shall be periodic visits to site for monitoring and job control i.e. 2 visits per month for duration of 2 days (2 nights stay).

At 7(viii), scope of work has been stated to be certification of bills and acceptance of work.

(84)



# *Hidayatullah National Law University*

*HNLU Bhawan, Civil Lines, Raipur-492001 (C.G.)*

*Phone No. 0771-4080114, Fax 0771-4080118*

*email: registrar@hnlu.ac.in      www.hnlu.ac.in*

At 7(ix), it has been mentioned that day to day supervision at site, recording measurements and joint preparation of R.A. bills will be the responsibility of the University Staff.

Looking to the quantum of work, the attitude of the contractor, and our past experience, the scope of work mentioned at 7(vii) will not be of much help to the University. At 7(ix), burden and responsibility has been shed on the University staff for day to day supervision at site, recording measurement and joint preparation of R.A. bills. In view of point No.7(ix), point No. 7(viii) is meaningless and no use to the University.

**THE ONLY SCOPE OF WORK LEFT AS U.C.E. IS TO CHECK THE BILLS AND AUTHENTICATE THEM, ONCE THEY ARE PROCESSED BY THE UNIVERSITY ITSELF.**

However, we are already providing the following facilities to U.C.E. and agree to continue to provide the following:

- (1) Appropriate stay and local conveyance arrangements for UCE for the visits mutually fixed.
- (2) The University shall reimburse return airfare by economy class to UCE.
- (3) The University shall pay Sitting Fees/Honorarium to UCE for the days of such visits.
- (4) Some token fees may be paid to UCE for checking and authentication of bills forwarded by University Staff.
- (5) If some technical person is posted at HNLU site with mutual consent, he/she shall be paid professional fees/monthly honorarium to the extent of Rs.20000/- p.m. depending upon the nature of work, worthiness and expertise of the technical person.

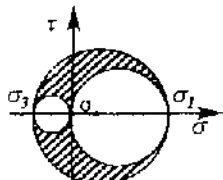
Since, this is an educational institution and a noble cause is attached to it, we hope that in view of all the above facts and circumstances, your goodselves will accept our proposal.

**Thanking You**

**With regards**

*[Signature]*  
**REGISTRAR**  
HIDAYATULLAH NATIONAL  
LAW UNIVERSITY, RAIPUR

# SEWRI CONSULTANTS PRIVATE LIMITED



## CONSULTING ENGINEERS

- Civil/Structural
- Soils/Materials
- Investigation/Reports
- Conservation Engineering

Apeejay Chambers  
Wallace Street, Fort,  
Mumbai - 400 001.

Ref. No.: SCD/2430/2546

Date: 31/07/2008

To,  
The Registrar,  
Hidayatullah National Law University,  
Raipur,  
Chattisgarh - 492 001

Sub: IINLU New Campus Construction Project

Ref: Your Letter Dated 20/04/2008

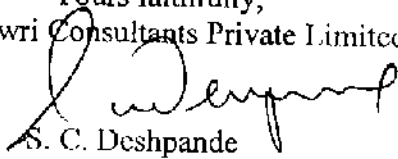
Dear Sir,

In accordance with your above mentioned letter confirming the undersigned's appointment as University Engineer - in - Charge (HNLU) and our Revised Proposal (D2) dated 17/06/2008, we are enclosing herewith our R.A. Bill no. 7 dated 31/07/2008 for Rs. 1,68,540/- towards initial payment against Consultancy Services for the captioned subject work.

2. You are requested to release the above payment at an early date.

Thanking you

Yours faithfully,  
M/s. Sewri Consultants Private Limited

  
S. C. Deshpande  
Engineer - in - Charge  
HNLU (Raipur)

Encl: R.A. Bill No. 7 dated 31/07/2008

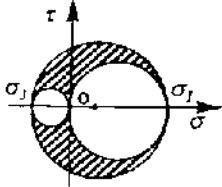
CC.: ~~The Vice Chancellor - (HNLU)~~

C:\P\HNLU\_Sewri\CD\2430\_2546\02 dated 31.07.2008

Page No.

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# SEWRI CONSULTANTS PRIVATE LIMITED



## CONSULTING ENGINEERS

- Civil/Structural
- Soils/Materials
- Investigation/Reports
- Conservation Engineering

Apeejay Chambers  
Wallace Street, Fort,  
Mumbai - 400 001.

## Bill

R.A. Bill No: 07

Date : 31.07.2008

Ser. Tax Regd. No. AACCS0591HST001

To  
The Registrar  
Hidayatullah National Law University,  
Raipur,  
Chattisgarh - 492 001

Sub : Consultancy Services in connection with HNLU Project

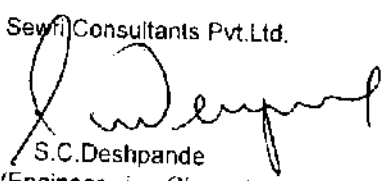
- |      |  |            |
|------|--|------------|
| (i)  | Initial payment on appointment as Engineer - in - Charge as per your letter dated 20/04/2008 and our Revised Proposal (D2) dated 17/06/2008. | 150,000.00 |
| (ii) | Service Tax @ 12.36% of above  | 18,540.00  |

Total amount due

168,540.00

( Rupees : One Lacs Sixty Eight Thousand Five Hundred Forty Only)

For Sewri Consultants Pvt.Ltd.

  
S.C. Deshpande  
(Engineer - in - Charge)  
HNLU (Raipur)

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sewn Consultant to HNLU, Raipur

SOPN 000115 1 24 PM (24 hours ago) Reply

Ref No: SCD\_2430\_2445

Date: 29/09/2008

To,  
The Registrar,  
Hidayatullah National Law University  
Raipur,  
Chattisgarh – 492 001

Sub: HNLU New Campus Construction Project – Release of Payment to Architects M/s. Starc – Rs. 61,798/-

Dear Sir,

We are enclosing herewith copy of Letter dated 15/09/2008 from Ms. Sapna Thanawala (M/s. Starc), with respect to her Bill dated 08/05/2008 for Rs. 61,798/-.

2. The Bill and the undersigned's recommendation to clear the same was sent vide Letter No. SCD\_2430\_2534 dated 26/05/2008
3. Further, while certifying the Contractor's Bill, the amount of Rs. 61,798/- was deducted from the Contractor's Bill prior to releasing payment to him. The Contractor had agreed to pay for her services prior to Ms. Thanawala (M/s. Starc) being commissioned to do the required work. Hence, the amount was deducted from the Contractor's Bill, and in turn was to be paid to her (M/s. Starc)
4. The undersigned is therefore surprised that the amount of Rs. 61,800/- has still not released to M/s. Starc. The said amount may therefore be released to them without any further delay.

Yours faithfully  
M/s. Sewri Consultants Private Limited

S.C. Deshpande  
Engineer – in – Charge  
HNLU (Raipur)

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